

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM623634

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECOND LIEN TRADEMARKS SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Peraton Inc.		02/01/2021	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	Alter Domus (US) LLC, as Administrative Agent		
Street Address:	225 W. Washington Street		
Internal Address:	9th floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	2165377	OS/COMET	
Registration Number:	2301657	OS COMET	
Registration Number:	4002527	FULLY MANAGED COMMUNICATIONS - FROM THE	
Registration Number:	3811229	COMMANDACCESS	
Registration Number:	3160935	PURIFILE	
Registration Number:	5200147	XWAN	
Registration Number:	2191984	ACUSIL	
Registration Number:	4840054	COMMANDPOINT	
Registration Number:	2276635	E.POWER	
Registration Number:	5463364	S SOLERS	
Registration Number:	5576950	PERATON	
CORRESPONDENCE DATA			
Fax Number:	2123108007		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2123108000		
Email:	juan.arias@weil.com		
Correspondent Name:	Jackson Alldredge		
Address Line 1:	Weil, Gotshal & Manges LLP		
TRADEMARK			

CH \$290.00 2165377

Address Line 2: 767 Fifth Avenue
Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER: J. Alldredge - 68582.0332

NAME OF SUBMITTER: Jackson Alldredge

SIGNATURE: /Jackson Alldredge/

DATE SIGNED: 02/01/2021

Total Attachments: 5

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This Second Lien Trademark Security Agreement, dated as of February 1, 2021 (this “**Trademark Security Agreement**”), by Peraton Inc. a Maryland corporation (the “**Grantor**”), in favor of ALTER DOMUS (US) LLC, in its capacity as administrative agent for the Secured Parties (as defined in the Security Agreement (as defined below)) (in such capacity, together with its successors and assigns, the “**Administrative Agent**”).

W I T N E S S E T H:

WHEREAS, the Grantor is party to a Second Lien Security Agreement dated as of February 1, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) among Peraton Holding Corp., a Delaware corporation (“**Holdings**”), Peraton Corp., a Delaware corporation (“**P Corp.**”), Peraton Inc., a Maryland corporation (“**P Inc.**”), the other Grantors party thereto and the Administrative Agent, pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders to extend credit to the Borrowers, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 1. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any and all Excluded Assets) of the Grantor:

(a) registered United States Trademarks and Trademark applications of the Grantor listed on Schedule I attached hereto and all proceeds and products of the foregoing.

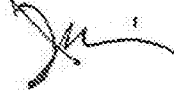
SECTION 2. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in furtherance, and not in limitation, of the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 3. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Administrative Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[Signature pages follow.]

PERATON INC.

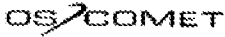



By: _____

Name: James M. Winner

Title: Chief Legal Officer, General
Counsel and Secretary

Schedule I
Trademark Registrations and Use Applications

TITLE	SERIAL/REGISTRATION NUMBER	OWNER
OS/COMET	2165377	Peraton Inc.
OS/COMET & Design 	2301657	Peraton Inc.
FULLY MANAGED COMMUNICATIONS - FROM THE GIG TO THE FOXHOLE	4002527	Peraton Inc.
COMMANDACCESS	3811229	Peraton Inc.
PURIFILE	3160935	Peraton Inc.
xWAN	5200147	Peraton Inc.
ACUSIL	2191984	Peraton Inc.
COMMANDPOINT	4840054	Peraton Inc. ¹
E POWER	2276635	Peraton Inc. ²
 S SOLERS & Design	5463364	Solers Inc. ³
PERATON	5576950	Peraton Inc.

¹ To be assigned from Northrop Grumman Systems Corporation to Peraton Inc. in connection with Closing.

² To be assigned from Northrop Grumman Systems Corporation to Peraton Inc. in connection with Closing.

³ To be assigned from Solers Inc. to Peraton Inc. in connection with Closing as Solers Inc. is the current record owner.

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