

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT (SECOND LIEN)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HAVERSTICK GOVERNMENT SOLUTIONS, INC.		01/11/2008	CORPORATION:
RECEIVING PARTY DATA			
Name:	KEYBANK NATIONAL ASSOCIATION		
Street Address:	601-108th Avenue NE, 5th Floor		
City:	Bellevue		
State/Country:	WASHINGTON		
Postal Code:	98004		
Entity Type:	NATIONAL ASSOCIATION:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2932039	HAVERSTICK GOVERNMENT SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	714-540-1235		
Email:	ipdocket@lw.com, kristin.azcona@lw.com		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	650 Town Center Drive, 20th Floor		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	044146-0002		
NAME OF SUBMITTER:	Kristin J. Azcona		
Signature:	/kja/		
Date:	01/22/2008		

OP \$40.00 2932039

Total Attachments: 9

source=Kratos Trademark Security Agreement (Second Lien)#page1.tif
source=Kratos Trademark Security Agreement (Second Lien)#page2.tif
source=Kratos Trademark Security Agreement (Second Lien)#page3.tif
source=Kratos Trademark Security Agreement (Second Lien)#page4.tif
source=Kratos Trademark Security Agreement (Second Lien)#page5.tif
source=Kratos Trademark Security Agreement (Second Lien)#page6.tif
source=Kratos Trademark Security Agreement (Second Lien)#page7.tif
source=Kratos Trademark Security Agreement (Second Lien)#page8.tif
source=Kratos Trademark Security Agreement (Second Lien)#page9.tif

TRADEMARK SECURITY AGREEMENT (SECOND LIEN)

Trademark Security Agreement (Second Lien), dated as of January 11, 2008 (as amended, restated, amended and restated, or otherwise modified, the "Trademark Security Agreement"), between each of **KRATOS DEFENSE & SECURITY SOLUTIONS, INC., DEFENSE SYSTEMS, INCORPORATED, JMA ASSOCIATES, INC., KRATOS COMMERCIAL SOLUTIONS, INC., HAVERSTICK CONSULTING, INC.** and **HAVERSTICK GOVERNMENT SOLUTIONS, INC.** (each a "Grantor" and collectively, the "Grantors") and **KEYBANK NATIONAL ASSOCIATION**, in its capacity as administrative agent for the Secured Parties (together with any successors and assigns thereto in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, the Grantors are party to the Pledge and Security Agreement (Second Lien) dated as of December 31, 2007 (as amended, restated, amended and restated, or otherwise modified, the "Pledge and Security Agreement") between each of the Grantors and the other grantors party thereto and the Administrative Agent, and pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties to enter into the Credit Agreement, the Grantors hereby agree with the Administrative Agent, as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein without definition shall have the meaning given to them in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing, including, but not limited to: (i) the registrations and applications referred to on Schedule I hereto (as such schedule may be amended or supplemented from time to time), (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any

of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, "Trademarks"); and

(b) any and all agreements providing for the granting of any right in or to Trademarks (whether such Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to on Schedule I hereto (as such schedule may be amended or supplemented from time to time) (collectively, "Trademark Licenses").

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Pledge and Security Agreement and the Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Applicable Law. This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.

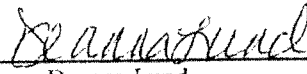
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

SECTION 6. Intercreditor Agreement. Notwithstanding anything herein to the contrary, this Trademark Security Agreement is made explicitly subject to the Intercreditor Agreement, as the same may be amended, supplemented, modified or replaced from time to time. In the event of any conflict between the terms of this Trademark Security Agreement and the Intercreditor Agreement, the terms of the Intercreditor Agreement shall govern.

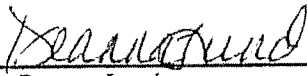
[Remainder of page intentionally left blank]

In Witness Whereof, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

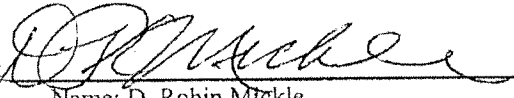
KRATOS DEFENSE & SECURITY SOLUTIONS, INC.,
as Grantor

By: 
Name: Deanna Lund
Title: Senior Vice President & CFO


DEFENSE SYSTEMS, INCORPORATED,
as Grantor

By: 
Name: Deanna Lund
Title: Senior Vice President & CFO


JMA ASSOCIATES, INC.,
as Grantor

By: 
Name: D. Robin Mickle
Title: President

KRATOS COMMERCIAL SOLUTIONS, INC.
(f/k/a SecurePlanet, Inc.),
as Grantor

By: 
Name: Chris Caulson
Title: Vice President, Finance

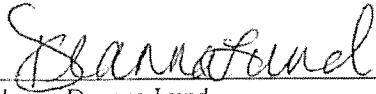
HASTERSTICK CONSULTING, INC.,
as Grantor

By: 
Name: Deanna Lund
Title: Senior Vice President & CFO

Trademark Security Agreement (Second Lien)

TRADEMARK
REEL: 003701 FRAME: 0579

HAVERSTICK GOVERNMENT
SOLUTIONS, INC.,
as Grantor

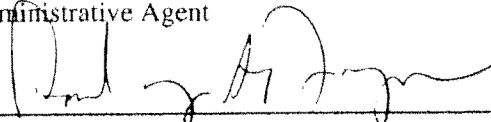
By: 
Name: Deanna Lund
Title: Senior Vice President & CFO

Trademark Security Agreement (Second Lien)

TRADEMARK
REEL: 003701 FRAME: 0580

Accepted and Agreed:

KEYBANK NATIONAL ASSOCIATION,
as Administrative Agent

By: 
Name: Raed Y. Alfayoumi
Title: Vice President

Trademark Security Agreement (Second Lien)

TRADEMARK
REEL: 003701 FRAME: 0581

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT



TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations

<u>Grantor</u>	<u>Word/Mark</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Register</u>
Haverstick Consulting, Inc.	HAVERSTICK CONSULTING	76-236183	2710209	Supplemental
Haverstick Consulting, Inc.	H HAVERSTICK CONSULTING (and Design)	76-286907	2811184	Principal
Haverstick Consulting, Inc.	H (Design only)	76-506778	2878655	Principal
Haverstick Consulting, Inc.	HAVERSTICK	76-506779	2932023	Supplemental
Haverstick Government Solutions, Inc.	HAVERSTICK GOVERNMENT SOLUTIONS (Block letters)	76-548262	2932039	Supplemental
Kratos Defense & Security Solutions, Inc.	Hotsheet Country: U.S. Int. Cl. 9	78/442,940	2,987,569	Principal

Trademark Applications

GRANTOR	FILE NO.	COUNTRY	MARK	CLASS	SERIAL NO. FILE DATE:	STATUS
Kratos Defense & Security Solutions, Inc.	107109-15	U.S.	KRATOS	42	77/248,392 8/6/07	Priority Office Action 11/16/07; Response due 1/16/08 - Grantor is now refining the definition of services in the Class 42 applications, as a response to Office Action requesting same
Kratos Defense & Security Solutions, Inc.	107109-15	U.S.	KRATOS DEFENSE & SECURITY	42	77/248,414 8/6/07	Priority Office Action 11/16/07; Response due 1/16/08 - Grantor is

GRANTOR	FILE NO.	COUNTRY	MARK	CLASS	SERIAL NO. FILE DATE:	STATUS
Inc.			SOLUTIONS			now refining the definition of services in the Class 42 applications, as a response to Office Action requesting same
Kratos Defense & Security Solutions, Inc.	107109-15	U.S.	KRATOS DEFENSE & SECURITY SOLUTIONS	9	77/248,426 8/6/07	Office Action 11/17/07; Response due 5/17/08
Kratos Defense & Security Solutions, Inc.	107109-15	U.S.	KRATOS DEFENSE & SECURITY SOLUTIONS	37	77/248,436 8/6/07	Priority Office Action 11/16/07; Response due 1/16/08
Kratos Defense & Security Solutions, Inc.	107109-15	U.S.	KRATOS DEFENSE & SECURITY SOLUTIONS	38	77/248,442 8/6/07	Priority Office Action 11/16/07; Response due 1/16/08
Kratos Defense & Security Solutions, Inc.	107109-15	U.S.	KRATOS DEFENSE & SECURITY SOLUTIONS	45	77/248,457 8/6/07	Priority Office Action 11/16/07; Response due 1/16/08
Kratos Defense & Security Solutions, Inc.	107109-15	U.S.	KRATOS DEFENSE & SECURITY SOLUTIONS and Design 	42	77/267,720 8/29/07	Priority Office Action 11/16/07; Response due 1/16/08 - Grantor is now refining the definition of services in the Class 42 applications, as a response to Office Action requesting same
Kratos Defense & Security Solutions, Inc.	107109-15	U.S.	KRATOS and Design 	42	77/267,714 8/29/07	Priority Office Action 11/16/07; Response due 1/16/08 - Grantor is now refining the definition of services in the Class

GRANTOR	FILE NO.	COUNTRY	MARK	CLASS	SERIAL NO. FILE DATE:	STATUS
						42 applications, as a response to Office Action requesting same
Kratos Defense & Security Solutions, Inc.	107109-15	U.S.	FROM STRENGTH TO SUCCESS	42	77/267,704 8/29/07	Priority Office Action 11/16/07; Response due 1/16/08 - Grantor is now refining the definition of services in the Class 42 applications, as a response to Office Action requesting same
Kratos Defense & Security Solutions, Inc.	107109-15	U.S.	KRATOS DEFENSE	42	77/267,680 8/29/07	Priority Office Action 11/16/07; Response due 1/16/08 - Grantor is now refining the definition of services in the Class 42 applications, as a response to Office Action requesting same

Trademark License

JMA Associates, Inc. d/b/a TLA Associates, Inc. has a license to use the tradename "TLA Associates" from VISTA Information Technologies, Inc., a Delaware corporation. The Tradename License Agreement is dated March 2000 (signed by Andy Gomer April 3, 2000), and continues for a term of 10 years. The license is royalty-free, exclusive and sublicensable.

Tradenames

<u>Grantor</u>	<u>Trade Name or Fictitious Business Name</u>
Defense Services, Incorporated	WFI Government Services
JMA Associates, Inc.	WFI Government Services
JMA Associates, Inc.	TLA Associates