

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Northrop Grumman Shipbuilding, Inc.		03/30/2011	CORPORATION: VIRGINIA

**RECEIVING PARTY DATA**

<b>Name:</b>	JPMorgan Chase Bank, N.A., as Collateral Agent
<b>Street Address:</b>	P.O. Box 2558
<b>Internal Address:</b>	Lien Perfection Unit
<b>City:</b>	Houston
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	77252-8301
<b>Entity Type:</b>	Bank: UNITED STATES

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	2823143	ENTERPRISE
Registration Number:	2938491	VASCIC VIRGINIA ADVANCED SHIPBUILDING AND CARRIER INTEGRATION CENTER
Registration Number:	2435323	90,000 TONS OF DIPLOMACY
Registration Number:	2501648	4 1/2 ACRES OF SOVEREIGN U.S. TERRITORY. ANYTIME. ANYWHERE.
Registration Number:	2501647	4 1/2 ACRES OF SOVEREIGN U.S. TERRITORY
Registration Number:	3207456	BUILDING FREEDOM...ONE GREAT SHIP AT A TIME
Registration Number:	1764796	AMSEC

**CORRESPONDENCE DATA**

Fax Number: (800)494-7512  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 202-370-4761  
 Email: ecallahan@nationalcorp.com

**900187968**

**TRADEMARK  
 REEL: 004511 FRAME: 0158**

**OP \$190.00 2823143**

Correspondent Name: Elspeth Callahan  
Address Line 1: 1100 G St NW Suite 420  
Address Line 2: National Corporate Research  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	F132817
NAME OF SUBMITTER:	Rick Harrison
Signature:	/Rick Harrison/
Date:	03/30/2011

Total Attachments: 5  
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## TRADEMARK SECURITY AGREEMENT

March 30, 2011

WHEREAS, NORTHROP GRUMMAN SHIPBUILDING, INC., a Virginia corporation (herein referred to as the “**Grantor**”) owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, HUNTINGTON INGALLS INDUSTRIES, INC. (the “**Borrower**”), the Lenders party thereto, JPMORGAN CHASE BANK, N.A., as Administrative Agent, Issuing Bank and Swingline Lender, and CREDIT SUISSE AG, as Swingline Lender, are parties to a Credit Agreement dated as of March 11, 2011 as amended by Amendment No. 1 dated as of March 23, 2011 (as the same may be further amended, supplemented, replaced, renewed or otherwise modified from time to time, the “Credit Agreement”); and

WHEREAS, pursuant to (i) a Guarantee and Security Agreement dated as of March 30, 2011 (as amended and/or supplemented from time to time, the “**Security Agreement**”) among the Borrower, the Grantors party thereto and JPMORGAN CHASE BANK, N.A., as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “**Grantee**”), and (ii) certain other Security Documents (including this Trademark Security Agreement), the Grantor has guaranteed certain obligations of the Borrower and secured such guarantee (the “**Grantor’s Secured Guarantee**”) by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor grants to the Grantee, for the benefit of the Secured Parties, to secure the Grantor’s Secured Guarantee, a continuing security interest in all of the Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter acquired or arising:

- (i) each Trademark owned by the Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;
- (ii) each Trademark License under which exclusive rights are granted to the Grantor, including, without limitation, each Trademark License identified in Schedule 1 hereto under which a Trademark registered with the United States Patent and Trademark Office (including a Trademark that is subject to a pending application for registration) is exclusively licensed to the Grantor, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and
- (iii) all Proceeds of the foregoing.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee for the benefit of the Secured Parties pursuant to the


Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

Terms defined in the Security Agreement and not otherwise defined herein have, as used herein, the respective meanings provided for therein.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

NORTHROP GRUMMAN SHIPBUILDING,  
INC.

By:   
Name: Mark Rabinowitz  
Title: Treasurer

[Signature Page to Northrop Grumman Shipbuilding, Inc. Trademark Security Agreement]

**TRADEMARK**  
**REEL: 004511 FRAME: 0162**

Acknowledged:

JPMORGAN CHASE BANK, N.A.,  
as Collateral Agent

By: Matthew H. Masie  
Name: MATTHEW H. MASIE  
Title: MANAGING DIRECTOR


[Signature Page to Northrop Grumman Shipbuilding, Inc. Trademark Security Agreement]

**TRADEMARK**  
**REEL: 004511 FRAME: 0163**

**Schedule 1  
to Trademark  
Security Agreement**

**NORTHROP GRUMMAN SHIPBUILDING, INC.**

**U.S. TRADEMARK REGISTRATIONS**

<b>TRADEMARK</b>	<b>REG. NO.</b>	<b>REG. DATE</b>
ENTERPRISE	Serial No. 78/169502 Reg. No. 2,823,143	3/16/2014
	Serial No. 76/243647 Reg. No. 2,938,491	Decl. of Use due 4/5/2011 4/5/2015
90,000 TONS OF DIPLOMACY	Serial No. 76/018528 Reg. No. 2,435,323	3/13/2011
4 ½ ACRES OF SOVEREIGN U.S. TERRITORY. ANYTIME. ANYWHERE.	Serial No. 76/017637 Reg. No. 2,501,648	10/30/2011
4 ½ ACRES OF SOVEREIGN U.S. TERRITORY	Serial No. 76/017174 Reg. No. 2,501,647	10/30/2011
BUILDING FREEDOM...ONE GREAT SHIP AT A TIME	Serial No. 78/622189 Reg. No. 3,207,456	Decl. of Use due 2/13/2013
AMSEC	Serial No. 74/139,324 Reg. No. 1,764,796	4/13/2013

**U.S. TRADEMARK APPLICATIONS**

None.

**TRADEMARK LICENSES (INFORMATION REGARDING REGISTERED  
TRADEMARKS SHOULD BE INCLUDED)**

None.