

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|------------------------------|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Joinder, Assumption and First Amendment |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---------------------------------|----------|----------------|-------------------------------------|
| Telecommunication Systems, Inc. | | 03/04/2011 | CORPORATION: MARYLAND |
| Trident Space & Defense, LLC | | 03/04/2011 | LIMITED LIABILITY COMPANY: DELAWARE |

RECEIVING PARTY DATA

| | |
|--------------------------|-------------------------|
| Name: | Silicon Valley Bank |
| Street Address: | 303 Tasman Drive |
| Internal Address: | HG150 |
| City: | Santa Clara |
| State/Country: | CALIFORNIA |
| Postal Code: | 95054 |
| Entity Type: | CORPORATION: CALIFORNIA |

PROPERTY NUMBERS Total: 5

| Property Type | Number | Word Mark |
|----------------------|----------|-------------------------|
| Registration Number: | 3456301 | TRIDENT SPACE & DEFENSE |
| Registration Number: | 3884555 | BGADRIVE |
| Serial Number: | 85185798 | GALATEA |
| Serial Number: | 85212323 | PROTEUS |
| Registration Number: | 3927335 | TRITON |

CORRESPONDENCE DATA

Fax Number: (302)636-5454
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 800-927-9801 x2348
 Email: jpaterso@cscinfo.com
 Correspondent Name: Corporation Service Co.- J. Paterson
 Address Line 1: 1090 Vermont Avenue NW, Suite 430
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

CH \$140.00 3456301

TRADEMARK

900192390

REEL: 004545 FRAME: 0285

| | |
|-------------------------|---------------|
| ATTORNEY DOCKET NUMBER: | 785499 |
| NAME OF SUBMITTER: | Jean Paterson |
| Signature: | /jep/ |
| Date: | 05/20/2011 |

Total Attachments: 9

source=5-20-11 Telecommunication Systems-TM#page1.tif
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Grantor as defined in the attached Agreement

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: See attached
 Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) March 4, 2011

- Assignment Merger
 Security Agreement Change of Name
 Other Joinder Assumption and First Amendment

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Silicon Valley Bank

Internal Address: _____

Street Address: 303 Tasman Dr., H6150

City: Santa Clara

State: California

Country: USA Zip: _____

- Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship CA, USA
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

Please See Exhibit C

B. Trademark Registration No.(s)

Please See Exhibit C

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Corporation Service Company

Internal Address: Suite 210

Street Address: 1180 Avenue of the Americas

City: New York

State: NY Zip: 10036

Phone Number: 212-299-5600

Fax Number: 212-299-5656

Email Address: _____ ORDER# _____

6. Total number of applications and registrations involved:

5

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Laura A. Cadogan
 Signature

5/20/11
 Date

Laura A. Cadogan
 Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 9

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**JOINDER, ASSUMPTION AND FIRST AMENDMENT
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT**

Effective Date: March 4, 2011

This **JOINDER, ASSUMPTION AND FIRST AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "**First Amendment**"), dated as of May 20, 2011 and effective as of March 4, 2011, is by and among, (a) **SILICON VALLEY BANK**, as administrative agent and collateral agent (collectively, in such capacities, "**Agent**") for its own benefit and the benefit of the other Secured Parties (as defined in the Loan Agreement referred to below), and (b) **TELECOMMUNICATION SYSTEMS, INC.**, a Maryland corporation ("**TCS**"), **LONGHORN ACQUISITION, LLC**, a Maryland limited liability company ("**Longhorn**"), **SOLVERN INNOVATIONS, INC.**, a Maryland corporation ("**Solvern**"), **QUASAR ACQUISITION, LLC**, a Maryland limited liability company ("**Quasar**"), **NETWORKS IN MOTION, INC.**, a Delaware corporation ("**NIM**"), and **TRIDENT SPACE & DEFENSE, LLC**, a Delaware limited liability company ("**Trident**", and together with TCS, Longhorn, Solvern, Quasar and NIM, jointly and severally, individually and collectively, referred to as "**Grantor**"), each with a principal place of business located at 275 West Street, Suite 400, Annapolis, Maryland 21401.

RECITALS

WHEREAS, reference is made to a certain Loan and Security Agreement, dated as of December 31, 2009 (as amended, modified, supplemented or restated and in effect from time to time, the "**Loan Agreement**"), by and among Agent, the several banks and other financial institutions or entities parties to the Loan Agreement ("**Lenders**"), TCS, Longhorn, Solvern, Quasar and NIM (TCS, Longhorn, Solvern, Quasar and NIM are hereinafter referred to jointly and severally, individually and collectively, as "**Existing Grantor**").

WHEREAS, pursuant to the terms of the Loan Agreement and a certain Intellectual Property Security Agreement dated as of December 31, 2009 (as amended, modified, supplemented or restated and in effect from time to time, the "**IP Security Agreement**"), by and between Agent and Existing Grantor, Existing Grantor has granted to Agent, for the ratable benefit of the Secured Parties, a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described in the IP Security Agreement) to secure the Obligations of Existing Grantor under the Loan Agreement.

WHEREAS, TCS recently acquired all of the issued and outstanding membership interests of Trident Space & Defense, LLC, a Delaware limited liability company ("**Trident**").

WHEREAS, pursuant to the terms of a certain Joinder, Assumption and First Amendment to Loan and Security Agreement, dated as of March 4, 2011, by and among Agent, Lenders, Existing Grantor and Trident (the "**Loan Agreement Joinder**"), Trident became a co-Borrower under the Loan Documents and granted to Agent, for the ratable benefit of the Secured Parties, a continuing pledge and security interest in and to the assets of Trident.

WHEREAS, in furtherance and as confirmation of the security interest granted by Trident to Agent, for the ratable benefit of the Secured Parties, under the Loan Agreement Joinder, Agent and Lenders have required that, among other things, Trident execute and deliver to Agent this First Amendment and join in the execution of, and become a party to, the IP Security Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

1. Definitions. Capitalized terms used but not defined in this First Amendment shall have the meanings given to them in the IP Security Agreement.

2. Joinder and Assumption. The undersigned, **TRIDENT SPACE & DEFENSE, LLC**, a Delaware limited liability company ("**New Grantor**"), is a wholly owned Subsidiary of TCS. New Grantor hereby joins the IP Security Agreement, and agrees to comply with and be bound by all of the terms, conditions and covenants of the IP Security Agreement, as if it were originally named as a "Grantor" therein. Without limiting the generality of the preceding sentence, New Grantor hereby assumes and agrees to perform all present and future liabilities and obligations of Existing Grantor under the IP Security Agreement. All references in the IP Security Agreement to "Grantor" shall be deemed to refer to and include New Grantor.

3. Grant of Security Interest. To secure the payment and performance in full of all of the Obligations, New Grantor hereby grants to Agent, for the ratable benefit of the Secured Parties, a security interest in all of New Grantor's right, title and interest in, to and under the Intellectual Property Collateral (as more particularly described on Exhibit A attached hereto), whether now owned or existing or hereafter created, acquired, or arising, and wherever located. New Grantor further covenants and agrees by its execution hereof that it shall execute all such instruments and take all such actions that are reasonably required by Agent in order to grant a valid, perfected security interest to Agent in the Intellectual Property Collateral (subject only to Permitted Liens). New Grantor hereby authorizes Agent to file this First Amendment with the United States Patent and Trademark Office, without notice to New Grantor, in order to perfect or protect Agent's interest or rights hereunder.

4. Amendments to IP Security Agreement. The provisions of the IP Security Agreement are hereby amended as follows:

(a) Exhibit B to the IP Security Agreement is hereby supplemented to include the Patents owned by New Grantor, as more particularly described on Exhibit B attached hereto.

(b) Exhibit C to the IP Security Agreement is hereby supplemented to include the Trademarks owned by New Grantor, as more particularly described on Exhibit C attached hereto.

5. Integration. This First Amendment represents the entire agreement about this subject matter and supersedes prior negotiations or agreements. All prior agreements, understandings, representations, warranties, and negotiations between the parties about the subject matter of this First Amendment merge into this First Amendment.

6. Prior Agreement. The IP Security Agreement is hereby ratified and reaffirmed and, except as expressly amended, modified and supplemented hereby, the IP Security Agreement is and shall remain in full force and effect. This First Amendment is not a novation and the terms and conditions of this First Amendment shall be in addition to and supplemental to all terms and conditions set forth in the IP Security Agreement. In the event of any conflict or inconsistency between this First Amendment and

the terms of the IP Security Agreement, the terms of this First Amendment shall be controlling, but the IP Security Agreement shall not otherwise be affected or the rights therein impaired.

7. Counterparts. This First Amendment may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

8. Ratification of IP Security Agreement. Grantor hereby ratifies, confirms, and reaffirms all terms and conditions of the IP Security Agreement and confirms all security or other collateral granted to Agent, for the ratable benefit of the Secured Parties, thereunder.

9. Continuing Validity. Except as expressly permitted by this First Amendment, the terms of the IP Security Agreement remain unchanged and in full force and effect.

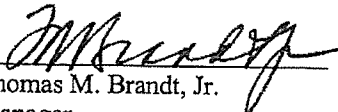
10. Choice of Law. Section 12 of the Loan Agreement is hereby incorporated by reference, in its entirety.

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This First Amendment is executed as of the date first written above.

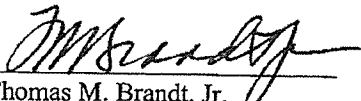
NEW GRANTOR:

TRIDENT SPACE & DEFENSE, LLC

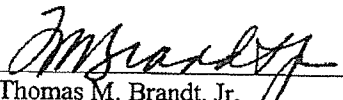
By: 
Name: Thomas M. Brandt, Jr.
Title: Manager

EXISTING GRANTOR:

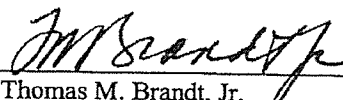
TELECOMMUNICATION SYSTEMS, INC.

By: 
Name: Thomas M. Brandt, Jr.
Title: Senior Vice President and Chief
Financial Officer

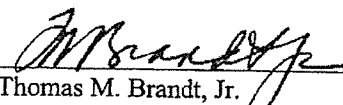
LONGHORN ACQUISITION, LLC

By: 
Name: Thomas M. Brandt, Jr.
Title: Senior Vice President and Chief
Financial Officer

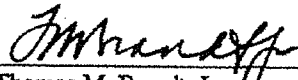
SOLVERN INNOVATIONS, INC.

By: 
Name: Thomas M. Brandt, Jr.
Title: Treasurer

QUASAR ACQUISITION, LLC

By: 
Name: Thomas M. Brandt, Jr.
Title: Senior Vice President and Chief
Financial Officer

NETWORKS IN MOTION, INC.

By: 
Name: Thomas M. Brandt, Jr.
Title: Senior Vice President, Chief
Financial Officer and Treasurer

AGENT:

SILICON VALLEY BANK


By: 
Name: Ryan Kucarski
Title: V.P.

EXHIBIT A – INTELLECTUAL PROPERTY COLLATERAL

The Intellectual Property Collateral consists of all of New Grantor's right, title and interest in and to the following personal property:

1. Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "**Copyrights**");
2. All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including, without limitation, the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "**Patents**");
3. Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including, without limitation, those set forth on Exhibit C attached hereto (collectively, the "**Trademarks**");
4. All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired (collectively, the "**Mask Works**");
5. Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;
6. All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;
7. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and
8. All proceeds and products of the foregoing, including, without limitation, all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

EXHIBIT B – PATENTS

| <u>Owner</u> | <u>Description</u> | <u>Registration/ Application Number</u> | <u>Registration/ Application Date</u> |
|---|---|---|---|
| Trident Space & Defense, LLC ¹ | Radiation-Shielded Semiconductor Assembly | 11/939,084 | Filed: 11/13/2007 |
| Trident Space & Defense, LLC ² | Location Sensitive Solid State Drives | 12/814,180 | Filed: 6/10/2010 |

1 Assigned to Trident Space & Defense, LLC by the Inventor, Roydn Jones.

2 Assigned to Trident Space & Defense, LLC by the Inventor, Roydn Jones & Ken Vancouvering.

EXHIBIT C – TRADEMARKS

| <u>Owner Name</u> | <u>Mark</u> | <u>Registration/ Application Number</u> | <u>Registration/ Application Date</u> |
|------------------------------------|-------------------------|---|---|
| Trident Space & Defense, LLC | Trident Space & Defense | 3456301 | July 1, 2008 |
| Trident Space & Defense, LLC | BGADRIVE | 3884555 | November 30, 2010 |
| Trident Space & Defense, LLC | Galatea | 85185798 (Application Number) | November 28, 2010 (Application Date) |
| Trident Space & Defense, LLC | Proteus | 85212323 (Application Number) | January 6, 2011 |
| Telecommunication Systems, Inc. | Triton | 3927335 | March 8, 2011 |