

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Amendment and Confirmation of Intellectual Property Security Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ai Metrix, Inc.		07/27/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	KeyBank National Association		
Street Address:	127 Public Square		
Internal Address:	Attn: Asset Based Lending		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	National Banking Association: OHIO		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3170480		
Registration Number:	3170447	NEURALSTAR	
Registration Number:	2867365	DOPPLER VUE	
CORRESPONDENCE DATA			
Fax Number:	(216)566-5800		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	216-566-5776		
Email:	wendy.seifert@thompsonhine.com		
Correspondent Name:	David Thomas, Esq.		
Address Line 1:	127 Public Square		
Address Line 2:	3900 Key Center		
Address Line 4:	Cleveland, OHIO 44114		
ATTORNEY DOCKET NUMBER:	066410.00061		
NAME OF SUBMITTER:	David Thomas, Esq.		

OP \$90.00 3170480

Signature:	/dt/
Date:	08/17/2011
Total Attachments: 6 source=KRATOS - Amendment and Confirmation of IP Security Agreement (Ai Metrix)#page1.tif source=KRATOS - Amendment and Confirmation of IP Security Agreement (Ai Metrix)#page2.tif source=KRATOS - Amendment and Confirmation of IP Security Agreement (Ai Metrix)#page3.tif source=KRATOS - Amendment and Confirmation of IP Security Agreement (Ai Metrix)#page4.tif source=KRATOS - Amendment and Confirmation of IP Security Agreement (Ai Metrix)#page5.tif source=KRATOS - Amendment and Confirmation of IP Security Agreement (Ai Metrix)#page6.tif	

AMENDMENT AND CONFIRMATION OF
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This AMENDMENT AND CONFIRMATION OF INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is made as of the 27th day of July, 2011 by and between AI METRIX, INC., a Delaware corporation ("Pledgor"), and KEYBANK NATIONAL ASSOCIATION, as the administrative agent under the Credit Agreement, as hereinafter defined (the "Administrative Agent"), for the benefit of the Lenders, as hereinafter defined.

WHEREAS, KRATOS DEFENSE & SECURITY SOLUTIONS, INC., a Delaware corporation (the "Borrower"), the lenders named therein and the Administrative Agent entered into that certain Credit and Security Agreement, dated as of May 19, 2010 (the "Original Credit Agreement");

WHEREAS, the Borrower is entering into that certain amended and restated Credit and Security Agreement, dated as of May 19, 2010, as amended and restated as of July 27, 2011, with the lenders from time to time party thereto (together with their respective successors and assigns and any other additional lenders that become party to the Credit Agreement, collectively, the "Lenders" and, individually, each a "Lender"), and the Administrative Agent (as the same may from time to time be further amended, restated or otherwise modified, the "Credit Agreement");

WHEREAS, except as specifically defined herein, capitalized terms used herein that are defined in the Credit Agreement shall have their respective meanings ascribed to them in the Credit Agreement;

WHEREAS, pursuant to the Original Credit Agreement, Pledgor executed and delivered to the Administrative Agent that certain Intellectual Property Security Agreement, dated as of May 19, 2010, wherein Pledgor granted to the Administrative Agent, for the benefit of the lenders described therein, a security interest in all of Pledgor's intellectual property as security for the Obligations, as defined in the Original Credit Agreement (as amended, the "IP Agreement");

WHEREAS, the Credit Agreement amends and restates in its entirety the Original Credit Agreement and, upon the effectiveness of the Credit Agreement, the IP Agreement shall secure the Obligations, as defined in the Credit Agreement;

NOW THEREFORE, in consideration of each financial accommodation granted to Pledgor by the Administrative Agent and the Lenders and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Pledgor hereby agrees as follows:

1. Amendments to IP Agreement.

(a) General Amendment. The IP Agreement is hereby amended to delete all references to the term "Agent" therefrom and to insert in place thereof the term "the Administrative Agent".

(b) Amendment to Recitals. The IP Agreement is hereby amended to delete Section 1 (Recitals) therefrom and to insert in place thereof the following:

1. Recitals.

KRATOS DEFENSE & SECURITY SOLUTIONS, INC., a Delaware corporation (together with its successors and assigns, the "Borrower"), is entering into that certain Credit and Security Agreement, dated as of May 19, 2010, as amended and restated as of July 27, 2011, with the lenders from time to time party thereto (together with their respective successors and assigns and any other additional lenders that become party to the Credit Agreement, collectively, the "Lenders" and, individually, each a "Lender") and the Administrative Agent (as the same may from time to time be further amended, restated or otherwise modified, the "Credit Agreement"). Pledgor desires that the Lenders continue to grant the financial accommodations to the Borrower as described in the Credit Agreement.

(c) Amendment to Schedule 1. The IP Agreement is hereby amended to delete Schedule 1 therefrom and to insert in place thereof a new Schedule 1 in the form of Schedule 1 hereto.

2. Confirmation of Security Interests.

(a) Pledgor hereby ratifies its obligations under the IP Agreement and confirms the continuing effectiveness of the IP Agreement and the grants of the security interests thereunder.

(b) Pledgor hereby acknowledges and agrees that the Credit Agreement amends and restates the Original Credit Agreement, but does not terminate or replace the Original Credit Agreement. All of the Obligations arising under the Original Credit Agreement and the IP Agreement shall continue as Obligations under the Credit Agreement, except as amended by the Credit Agreement, and shall be secured, along with all Obligations and any future indebtedness owing under the Credit Agreement, by the security interests granted under the IP Agreement. Except as specifically set forth in the Credit Agreement, none of the Obligations arising under the Original Credit Agreement and IP Agreement are satisfied, repaid or released by the execution of the Credit Agreement.

3. Successors and Assigns. This Agreement shall be binding upon Pledgor and Pledgor's successors and permitted assigns, and shall inure to the benefit of and be enforceable and exercisable by the Administrative Agent, on behalf of and for the benefit of the Administrative Agent and the Lenders and their respective successors and assigns.

4. Severability. If, at any time, one or more provisions of this Agreement is or becomes invalid, illegal or unenforceable in whole or in part, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

5. Counterparts. This Agreement may be executed in any number of counterparts, by different parties hereto in separate counterparts and by facsimile signature, each of which

when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

6. Governing Law; Submission to Jurisdiction. The provisions of this Agreement and the respective rights and duties of Pledgor, the Administrative Agent and the Lenders hereunder shall be governed by and construed in accordance with New York law, without regard to principles of conflicts of laws. Pledgor hereby irrevocably submits to the non-exclusive jurisdiction of any New York state or federal court sitting in New York county, New York, over any such action or proceeding arising out of or relating to this Agreement, any Loan Document or any Related Writing, and Pledgor hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such New York state or federal court. Pledgor hereby irrevocably waives, to the fullest extent permitted by law, any objection it may now or hereafter have to the laying of venue in any such action or proceeding in any such court as well as any right it may now or hereafter have to remove such action or proceeding, once commenced, to another court on the grounds of FORUM NON CONVENIENS or otherwise. Pledgor agrees that a final, nonappealable judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

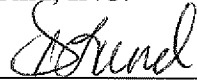
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JURY TRIAL WAIVER. PLEDGOR, TO THE EXTENT PERMITTED BY LAW, HEREBY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, AMONG THE BORROWER, PLEDGOR, THE ADMINISTRATIVE AGENT AND THE LENDERS, OR ANY THEREOF, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS RELATED THERETO.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Amendment and Confirmation of Intellectual Property Security Agreement as of the date first set forth above.

AI METRIX, INC.

By: 
Deanna H. Lund
Executive Vice President & Chief
Financial Officer

KEYBANK NATIONAL ASSOCIATION
as the Administrative Agent

By: _____
John P. Dunn
Vice President

JURY TRIAL WAIVER. PLEDGOR, TO THE EXTENT PERMITTED BY LAW, HEREBY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, AMONG THE BORROWER, PLEDGOR, THE ADMINISTRATIVE AGENT AND THE LENDERS, OR ANY THEREOF, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS RELATED THERETO.

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AI METRIX, INC.

By: _____
Deanna H. Lund
Executive Vice President & Chief
Financial Officer

KEYBANK NATIONAL ASSOCIATION
as the Administrative Agent

By: John P. Dunn
John P. Dunn
Vice President

SCHEDULE 1

TRADEMARKS

<u>Company</u>	<u>Trademark</u>	<u>Filing Date</u>	<u>Registration Date</u>	<u>Status</u>	<u>Registration No.</u>
Ai Metrix, Inc.	[Star Design]	November 4, 2005	November 14, 2006	Live	3,170,480
Ai Metrix, Inc.	Neuralstar	May 20, 2005	November 14, 2006	Live	3,170,447
Ai Metrix, Inc.	Doppler Vue	May 23, 2002	July 27, 2004	Live	2,867,365