

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM309403

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Telos Corporation		06/26/2014	CORPORATION: MARYLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Capital Finance, LLC (successor by merger to Wells Fargo Capital Finance, Inc., formerly known as Wells Fargo Foothill, Inc. and as Foothill Capital Corporation, as Agent		
<b>Street Address:</b>	One Boston Place, 18th Floor		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02108		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86231774	XACTA CONTINUUM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128637865		
<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>			
<b>Phone:</b>	312-201-3865		
<b>Email:</b>	sharon.patterson@goldbergkohn.com		
<b>Correspondent Name:</b>	Sharon Patterson, Paralegal		
<b>Address Line 1:</b>	Goldberg Kohn Ltd., 55 E. Monroe St.		
<b>Address Line 2:</b>	Ste 3300		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		
<b>ATTORNEY DOCKET NUMBER:</b>	1989.064		
<b>NAME OF SUBMITTER:</b>	Sharon Patterson		
<b>SIGNATURE:</b>	/sharon patterson/		
<b>DATE SIGNED:</b>	07/01/2014		
<b>Total Attachments: 5</b>			
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## SECOND AMENDMENT TO TRADEMARK MORTGAGE

This Second Amendment to Trademark Mortgage, dated as of June 26, 2014 (this "Amendment"), is by and between **TELOS CORPORATION**, a Maryland corporation ("Grantor"), and **WELLS FARGO CAPITAL FINANCE, LLC** (successor by merger to Wells Fargo Capital Finance, Inc., formerly known as Wells Fargo Foothill, Inc. and as Foothill Capital Corporation), a Delaware limited liability company, as agent for its own benefit and the benefit of the lenders under the Loan Agreement defined below ("Agent").

### WITNESSETH:

WHEREAS, Grantor and Agent are parties to that certain Trademark Mortgage, dated as of October 21, 2002 (as amended, restated, modified or supplemented from time to time, the "Trademark Mortgage"), entered into in connection with that certain Loan and Security Agreement, dated October 21, 2002, among Agent, the Lenders (as defined therein) from time to time party thereto, Xacta Corporation, a Delaware corporation, Grantor, and the Credit Parties (as defined therein) from time to time party thereto (as amended, restated, supplemented or otherwise modified from time to time, including pursuant to the Second Amended and Restated Loan and Security Agreement dated as of May 17, 2010, the "Loan Agreement"; capitalized terms not otherwise defined herein having the definitions provided therefor in the Loan Agreement); and

WHEREAS, Grantor and Agent have agreed to amend the Trademark Mortgage in the manner specifically set forth herein;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Amendment to the Trademark Mortgage. The Trademark Mortgage is amended as follows:

(a) Schedule A to the Trademark Mortgage shall be amended by adding the item set forth under the heading "Trademark Registrations" on Exhibit A hereto to Schedule A to the Trademark Mortgage under the heading "Trademark Registrations".

2. Miscellaneous.

(a) Captions. Section captions used in this Amendment are for convenience only, and shall not affect the construction of this Amendment.

(b) Counterparts. This Amendment may be executed in any number of counterparts and by the different parties on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Amendment.

(c) Governing Law. THIS AMENDMENT SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND GOVERNED BY, ALL OF THE PROVISIONS OF THE ILLINOIS UNIFORM COMMERCIAL CODE AND BY THE OTHER INTERNAL LAWS (AS OPPOSED TO CONFLICT OF LAWS PROVISIONS) OF THE STATE OF ILLINOIS. WHENEVER POSSIBLE, EACH PROVISION OF THIS AMENDMENT SHALL BE INTERPRETED IN SUCH A MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS AMENDMENT SHALL BE PROHIBITED BY OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISIONS OR THE REMAINING PROVISIONS OF THIS AMENDMENT.

\* \* \* \*

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the date first written above.

**GRANTOR:**

**TELOS CORPORATION**

By 

Its

V.P. & GENERAL COUNSEL

**AGENT:**

**WELLS FARGO CAPITAL FINANCE, LLC,**  
(successor by merger to Wells Fargo Capital Finance, Inc., formerly known as Wells Fargo Foothill, Inc. and Foothill Capital Corporation), as Agent

By \_\_\_\_\_

Its \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the date first written above.

**GRANTOR:**

**TELOS CORPORATION**

By \_\_\_\_\_  
Its \_\_\_\_\_

**AGENT:**

**WELLS FARGO CAPITAL FINANCE, LLC,**  
(successor by merger to Wells Fargo Capital Finance, Inc., formerly known as Wells Fargo Foothill, Inc. and Foothill Capital Corporation), as Agent


  
By Matthew Mackay  
Its Director

EXHIBIT A

TRADEMARK APPLICATIONS

TITLE	APPLICATION NO.	APPLICATION DATE
Xacta Continuum	86231774	3/25/14