

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM311413

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Royal Bank of Canada, as Administrative Agent		07/21/2014	Bank: CANADA
RECEIVING PARTY DATA			
Name:	The KEYW Holding Corporation		
Street Address:	7744 Milestone Parkway, Suite 400		
City:	Hanover		
State/Country:	MARYLAND		
Postal Code:	21076		
Entity Type:	CORPORATION: MARYLAND		
Name:	The KEYW Corporation		
Street Address:	7740 Milestone Parkway, Suite 400		
City:	Hanover		
State/Country:	MARYLAND		
Postal Code:	21076		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3986467	EGIMBAL	
Registration Number:	4066831	FLIGHT LANDATA	
Registration Number:	3748024	OFFICE BEAT	
Registration Number:	3011351	SENSAGE	
CORRESPONDENCE DATA			
Fax Number:	2123037064		
<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>			
Phone:	212.318.6824		
Email:	christinedionne@paulhastings.com		
Correspondent Name:	Christine Dionne c/o Paul Hastings LLP		
Address Line 1:	75 East 55th Street		
Address Line 4:	New York, NEW YORK 10022		

CH \$115.00 3986467

ATTORNEY DOCKET NUMBER:	78436.00063
NAME OF SUBMITTER:	Christine Dionne
SIGNATURE:	/Christine Dionne/
DATE SIGNED:	07/22/2014

Total Attachments: 6

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RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This **RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY** (this "Release") is dated as of July 21, 2014 by ROYAL BANK OF CANADA, in its capacity as administrative agent for the Lenders (the "Administrative Agent"), in favor of THE KEYW HOLDING CORPORATION ("Holdings"), THE KEYW CORPORATION (the "Borrower"), and certain of its subsidiaries (together with Holdings and the Borrower, each, an "Obligor" and collectively, the "Obligors"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement (as defined below).

WHEREAS, the Obligors and the Administrative Agent entered into the Security Agreement, dated as of October 1, 2012 (the "Security Agreement");

WHEREAS, in connection with the Security Agreement, Poole & Associates, Inc. executed and delivered to the Administrative Agent a Notice of Grant of Security Interest in Copyrights (the "Poole Copyright Notice");

WHEREAS, in connection with the Security Agreement, Flight Landata, Inc. executed and delivered to the Administrative Agent a Notice of Grant of Security Interest in Patents (the "Landata Patent Notice");

WHEREAS, in connection with the Security Agreement, SenSage, Inc. executed and delivered to the Administrative Agent a Notice of Grant of Security Interest in Patents (the "SenSage Patent Notice");

WHEREAS, in connection with the Security Agreement, Flight Landata, Inc. executed and delivered to the Administrative Agent a Notice of Grant of Security Interest in Trademarks (the "Landata Trademark Notice");

WHEREAS, in connection with the Security Agreement, Poole & Associates, Inc. executed and delivered to the Administrative Agent a Notice of Grant of Security Interest in Trademarks (the "Poole Trademark Notice");

WHEREAS, in connection with the Security Agreement, SenSage, Inc. executed and delivered to the Administrative Agent a Notice of Grant of Security Interest in Trademarks (the "SenSage Trademark Notice") and, together with the Poole Copyright Notice, the Landata Patent Notice, SenSage Patent Notice, the Landata Trademark Notice and the Poole Trademark Notice, the "IP Notices");

WHEREAS, pursuant to the terms and conditions of the Security Agreement and the IP Notices, the Obligors granted to the Administrative Agent, on behalf of and for the ratable benefit of the holders of the Secured Obligations, a security interest (the "Security Interest") in all of the Obligor's right, title and interest in, to and under the Intellectual Property Collateral; and

WHEREAS, the Administrative Agent desires to terminate and release the Security Interest in the Intellectual Property Collateral.

NOW, THEREFORE, for and in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby agrees as follows:

1. The term “Copyrights”, as used herein, shall mean each Obligor’s right, title and interest in (a) all registered United States copyrights in all Works, now existing or hereafter created or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Copyright Office, including those listed on Schedule I hereto and (b) all renewals thereof.

2. The term “Patents”, as used herein, shall mean each Obligor’s right, title and interest in all letters patent of the United States or any other country and all reissues and extensions thereof, and all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, including those listed on Schedule II hereto.

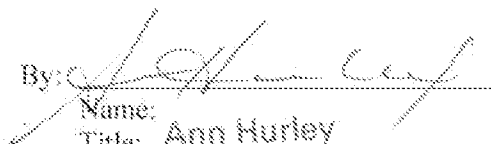
3. The term “Trademarks,” as used herein, shall mean each Obligor’s right, title and interest in (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, or otherwise, including those listed on Schedule III hereto and (b) all renewals thereof.

4. The Administrative Agent, on behalf of the holders of the Secured Obligations, hereby terminates, releases and forever discharges the Security Interest in the Intellectual Property Collateral, and retransfers and reassigns to each Obligor any right, title or interest of the Administrative Agent in, to or under the Intellectual Property Collateral.

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IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be executed by its duly authorized signatory effective as of the date first above written.

ROYAL BANK OF CANADA,
as Administrative Agent

By: 
Name: _____
Title: Ann Hurley
Manager, Agency

SCHEDULE I

COPYRIGHTS

Issued Copyrights

Obligor	Description	Registration No.	Registration Date
Poole & Associates, Inc.	Business Courtesies	TXu001711169	09/02/08
Poole & Associates, Inc.	The Dress Code	TXu001711166	09/02/08

SCHEDULE II

PATENTS

Issued Patents

Obligor	Description	Patent No.	Issued
Flight Landata, Inc.	HIGH-DEFINITION HYPERSPETRAL IMAGING SYSTEM	7149366	12/12/06
Flight Landata, Inc.	MULTISPECTRAL IMAGING SYSTEM WITH SPATIAL RESOLUTION ENHANCEMENT	7019777	03/28/06
Flight Landata, Inc.	COMPUTERIZED COMPONENT VARIABLE INTERFERENCE FILTER IMAGING SPECTROMETER SYSTEM METHOD AND APPARATUS	6211906	04/03/01
Flight Landata, Inc.	COMPUTER CONTROLLED, 3- CCD CAMERA, AIRBORNE, VARIABLE INTERFERENCE FILTER IMAGING SPECTROMETER SYSTEM	5790188	08/04/98
SenSage, Inc.	Storage of row-column data	7,024,414	04/04/06

Pending Application

Obligor	Description	Appl. No.	Filing Date
Flight Landata, Inc.	DUAL-SWATH IMAGING SYSTEM	12492458 20100328499	06/26/09

SCHEDULE III

TRADEMARKS

Issued Trademarks

Obligor	Description		Registration No.	Registration Date
Flight Landata, Inc.	EGIMBAL		3986467	06/28/11
Flight Landata, Inc.	FLIGHT LANDATA and Design		4066831	12/06/11
Poole & Associates, Inc.	Office Beat		3,748,024	02/16/10
SenSage, Inc.	SENSAGE	The colors blue and red are claimed as a feature of the mark. The mark consists of a diamond shape with a flattened top and base formed by thick red sides on the left half and thin blue sides on the right. The word "SENSAGE" is written in blue Eidetic Neo font with the two "S's" at 2 points larger font than the rest of the letters, and is placed so that the first "S" is overlaid on the right side of the diamond shape.	3,011,351	11/01/05