TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM314228

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Kratos Defense & Security Solutions, Inc.		05/14/2014	CORPORATION: DELAWARE
Avtec Systems, Inc.		05/14/2014	CORPORATION:
BSC Partners, LLC		05/14/2014	LIMITED LIABILITY COMPANY:
Carlsbad ISI, Inc.		05/14/2014	CORPORATION:
Defense Systems, Incorporated		05/14/2014	CORPORATION:
Haverstick Consulting, Inc.		05/14/2014	CORPORATION:
HGS Holdings, Inc.		05/14/2014	CORPORATION:
DTI Associates, Inc.		05/14/2014	CORPORATION:
Haverstick Government Solutions, Inc.		05/14/2014	CORPORATION:
Rocket Support Services, LLC		05/14/2014	LIMITED LIABILITY COMPANY:
JMA Associates, Inc.		05/14/2014	CORPORATION:
Madison Research Corporation		05/14/2014	CORPORATION:
Gichner Systems Group, Inc.		05/14/2014	CORPORATION:
Gichner Systems International, Inc.		05/14/2014	CORPORATION:
Charleston Marine Containers Inc.		05/14/2014	CORPORATION:
Dallastown Realty I, LLC		05/14/2014	LIMITED LIABILITY COMPANY:
Dallastown Realty II, LLC		05/14/2014	LIMITED LIABILITY COMPANY:
DEI Services Corporation		05/14/2014	CORPORATION:
SCT Acquisition, LLC		05/14/2014	LIMITED LIABILITY COMPANY:
SCT Real Estate, LLC		05/14/2014	LIMITED LIABILITY COMPANY:
KPSS Government Solutions, Inc.		05/14/2014	CORPORATION:
Kratos Integral Holdings, LLC		05/14/2014	LIMITED LIABILITY COMPANY:
Kratos Integral Systems		05/14/2014	CORPORATION:

OP $65.00 3123564

Name	Formerly	Execution Date	Entity Type
International, Inc.			
Kratos Networks, Inc.		05/14/2014	CORPORATION:
Kratos Systems and Solutions, Inc.		05/14/2014	CORPORATION:
Kratos Defense & Rocket Support Services, Inc.		05/14/2014	CORPORATION:
Kratos Public Safety & Security Solutions, Inc.		05/14/2014	CORPORATION:
Kratos Southeast, Inc.		05/14/2014	CORPORATION:
Kratos Texas, Inc.		05/14/2014	CORPORATION:
WFI NMC Corp.		05/14/2014	CORPORATION:
Kratos Technology & Training Solutions, Inc.		05/14/2014	CORPORATION:
Kratos Unmanned Systems Solutions, Inc.		05/14/2014	CORPORATION:
A1 Metrix, Inc.		05/14/2014	CORPORATION:
Polexis, Inc.		05/14/2014	CORPORATION:
Reality Based IT Services, Ltd.		05/14/2014	unknown:
Shadow I, Inc.		05/14/2014	CORPORATION:
Shadow II, Inc.		05/14/2014	CORPORATION:
Digital Fusion, Inc.		05/14/2014	CORPORATION:
Digital Fusion Solutions, Inc.		05/14/2014	CORPORATION:
Summit Research Corporation		05/14/2014	CORPORATION:
Henry Bros. Electronics, Inc.		05/14/2014	CORPORATION: DELAWARE
Henry Bros. Electronics, Inc.		05/14/2014	CORPORATION: COLORADO
Henry Bros. Electronics, Inc.		05/14/2014	CORPORATION: NEW JERSEY
Henry Bros. Electronics, Inc.		05/14/2014	CORPORATION: CALIFORNIA
Diversified Security Solutions, Inc.		05/14/2014	CORPORATION:
Henry Bros. Electronics, L.L.C.		05/14/2014	LIMITED LIABILITY COMPANY:
National Safe of California		05/14/2014	unknown:
LVDM, Inc.		05/14/2014	CORPORATION:
Airorlite Communications, Inc.		05/14/2014	CORPORATION:
Herley Industries, Inc.		05/14/2014	CORPORATION:
General Microwave Corporation		05/14/2014	CORPORATION:
General Microwave Israel Corporation		05/14/2014	CORPORATION:
Herley-CTI, Inc.		05/14/2014	CORPORATION:
Stapor Research, Inc.		05/14/2014	CORPORATION:

Name	Formerly	Execution Date	Entity Type
MSI Acquisition Corp.		05/14/2014	CORPORATION:
Micro Systems, Inc.		05/14/2014	CORPORATION:
Herley-RSS, Inc.		05/14/2014	CORPORATION:
Real Time Logic, Inc.		05/14/2014	CORPORATION:
SAT Corporation		05/14/2014	CORPORATION:
SecureInfo Corporation		05/14/2014	CORPORATION:

RECEIVING PARTY DATA

Name:	SunTrust Bank
Street Address:	303 Peachtree Street NE
Internal Address:	25th floor
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30308
Entity Type:	banking corporation: GEORGIA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3123564	TRICOLD
Registration Number:	2854549	LSA

CORRESPONDENCE DATA

Fax Number: 2029555564

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.

Email: kimberly.hoover@hklaw.com

Correspondent Name: Kimberly Hoover

Address Line 1: 800 17th Street NW

Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER:	622304-67
NAME OF SUBMITTER:	Kimberly Hoover, Legal Assistant
SIGNATURE:	/Kimberly Hoover/
DATE SIGNED:	08/15/2014

Total Attachments: 76

source=[Kratos] IP Security Agreement#page1.tif
source=[Kratos] IP Security Agreement#page2.tif
source=[Kratos] IP Security Agreement#page3.tif
source=[Kratos] IP Security Agreement#page4.tif
source=[Kratos] IP Security Agreement#page5.tif
source=[Kratos] IP Security Agreement#page6.tif
source=[Kratos] IP Security Agreement#page7.tif

source=[Kratos] IP Security Agreement#page8.tif
source=[Kratos] IP Security Agreement#page9.tif
source=[Kratos] IP Security Agreement#page10.tif
source=[Kratos] IP Security Agreement#page11.tif
source=[Kratos] IP Security Agreement#page12.tif
source=[Kratos] IP Security Agreement#page13.tif
source=[Kratos] IP Security Agreement#page14.tif
source=[Kratos] IP Security Agreement#page15.tif
source=[Kratos] IP Security Agreement#page16.tif
source=[Kratos] IP Security Agreement#page17.tif
source=[Kratos] IP Security Agreement#page18.tif
source=[Kratos] IP Security Agreement#page19.tif
source=[Kratos] IP Security Agreement#page20.tif
source=[Kratos] IP Security Agreement#page21.tif
source=[Kratos] IP Security Agreement#page22.tif
source=[Kratos] IP Security Agreement#page23.tif
source=[Kratos] IP Security Agreement#page24.tif
source=[Kratos] IP Security Agreement#page25.tif
source=[Kratos] IP Security Agreement#page26.tif
source=[Kratos] IP Security Agreement#page27.tif
source=[Kratos] IP Security Agreement#page28.tif
source=[Kratos] IP Security Agreement#page29.tif
source=[Kratos] IP Security Agreement#page30.tif
source=[Kratos] IP Security Agreement#page31.tif
source=[Kratos] IP Security Agreement#page32.tif
source=[Kratos] IP Security Agreement#page33.tif
source=[Kratos] IP Security Agreement#page34.tif
source=[Kratos] IP Security Agreement#page35.tif
source=[Kratos] IP Security Agreement#page36.tif
source=[Kratos] IP Security Agreement#page37.tif
source=[Kratos] IP Security Agreement#page38.tif
source=[Kratos] IP Security Agreement#page39.tif
source=[Kratos] IP Security Agreement#page40.tif
source=[Kratos] IP Security Agreement#page41.tif
source=[Kratos] IP Security Agreement#page42.tif
source=[Kratos] IP Security Agreement#page43.tif
source=[Kratos] IP Security Agreement#page44.tif
source=[Kratos] IP Security Agreement#page45.tif
source=[Kratos] IP Security Agreement#page46.tif
source=[Kratos] IP Security Agreement#page47.tif
source=[Kratos] IP Security Agreement#page48.tif
source=[Kratos] IP Security Agreement#page49.tif
source=[Kratos] IP Security Agreement#page50.tif
source=[Kratos] IP Security Agreement#page51.tif
source=[Kratos] IP Security Agreement#page52.tif
source=[Kratos] IP Security Agreement#page53.tif
source=[Kratos] IP Security Agreement#page54.tif
source=[Kratos] IP Security Agreement#page55.tif

source=[Kratos] IP Security Agreement#page56.tif
source=[Kratos] IP Security Agreement#page57.tif
source=[Kratos] IP Security Agreement#page58.tif
source=[Kratos] IP Security Agreement#page59.tif
source=[Kratos] IP Security Agreement#page60.tif
source=[Kratos] IP Security Agreement#page61.tif
source=[Kratos] IP Security Agreement#page62.tif
source=[Kratos] IP Security Agreement#page63.tif
source=[Kratos] IP Security Agreement#page64.tif
source=[Kratos] IP Security Agreement#page65.tif
source=[Kratos] IP Security Agreement#page66.tif
source=[Kratos] IP Security Agreement#page67.tif
source=[Kratos] IP Security Agreement#page68.tif
source=[Kratos] IP Security Agreement#page69.tif
source=[Kratos] IP Security Agreement#page70.tif
source=[Kratos] IP Security Agreement#page71.tif
source=[Kratos] IP Security Agreement#page72.tif
source=[Kratos] IP Security Agreement#page73.tif
source=[Kratos] IP Security Agreement#page74.tif
source=[Kratos] IP Security Agreement#page75.tif
source=[Kratos] IP Security Agreement#page76.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as the same may be amended, restated, extended, supplemented and/or otherwise modified from time to time, this "Agreement") is made as of May 14, 2014 by and among each of the Grantors identified on the signature pages hereto (individually, jointly and severally, each a "Grantor" and collectively, the "Grantors") in favor of SUNTRUST BANK, a Georgia banking corporation ("SunTrust"), administrative agent and as collateral agent for the Lenders (together with its successors and assigns in such capacities, "Agent"), for the benefit of the Lenders, as hereinafter defined.

1. Recitals.

Kratos Defense & Security Solutions, Inc., a Delaware corporation ("Borrower") is entering into that certain Credit and Security Agreement, dated as of May 14, 2014, with the lenders from time to time listed on Schedule 1 thereto (together with their respective successors and assigns and any other additional lenders that become party thereto, collectively, the "Lenders" and, individually, each a "Lender") and Agent (as the same may be amended, restated, extended, supplemented and/or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lenders may from time to time extend financial accommodations to the Borrower and its subsidiaries, including, without limitation, the Grantors.

The Grantors deem it to be in the direct pecuniary and business interests of the Grantors that Borrower obtain from the Lenders the Commitment, as defined in the Credit Agreement, and the Loans and Letters of Credit provided for in the Credit Agreement.

The Grantors understand that the Lenders are willing to enter into the Credit Agreement only upon certain terms and conditions, one of which is that the Grantors grant to Agent, for the benefit of the Lenders, a security interest in the Collateral, as hereinafter defined, and this Agreement is being executed and delivered in consideration of the Lenders entering into the Credit Agreement and each financial accommodation granted to the Borrower by the Lenders, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

2. Definitions. Except as specifically defined herein, (a) capitalized terms used herein that are defined in the Credit Agreement shall have their respective meanings ascribed to them in the Credit Agreement, and (b) unless otherwise defined in the Credit Agreement, terms that are defined in the UCC are used herein as so defined. As used in this Agreement, the following terms shall have the following meanings:

"Assignment" means an Assignment in the form of Exhibit A attached hereto.

"Collateral" means, collectively, all of such Grantor's existing and future right, title and interest in, to and under (a) industrial designs, patents, patent registrations, patent applications, trademarks, trademark registrations, trademark applications, service marks, trade names, and copyright registrations and other intellectual property or registrations, whether federal, state or foreign, including, but not limited to, those that are registered or pending as listed on Schedule 1 hereto (as such Schedule 1 may from time to time be amended, supplemented or otherwise modified); (b) common law trademark rights, copyrights, improvements, confidential information and inventions; (c) renewals, continuations, extensions, reissues and divisions of any of the foregoing; (d) rights to sue for past, present and future infringements or any other commercial tort claims relating to any of the foregoing; (e) all licenses and all income, revenue and royalties with respect to any licenses, whether registered or unregistered and all other payments earned under contract rights relating to any of the foregoing; (f) all general intangibles and all intangible

TRADEMARK
REEL: 005345 FRAME: 0749

intellectual or similar property of such Grantor connected with and symbolized by any of the foregoing; (g) goodwill associated with any of the foregoing; (h) all payments under insurance, including the returned premium upon any cancellation of insurance (whether or not Agent or any Lender is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to any of the foregoing; and (i) Proceeds of any of the foregoing.

"Event of Default" means an event or condition that constitutes an Event of Default, as defined in Section 9.1 hereof.

"ITU Application" means a trademark application filed with the USPTO pursuant to 15 U.S.C. § 1051(b).

"Obligations" shall have the meaning set forth in the Credit Agreement and the Security Agreement, as applicable.

"Proceeds" means (a) proceeds, as such term is defined in the UCC, and any other proceeds, and (b) whatever is received upon the sale, exchange, collection, or other disposition of Collateral or proceeds, whether cash or non-cash. Cash proceeds include, without limitation, moneys, checks, and Deposit Accounts. Proceeds include, without limitation, any Account arising when the right to payment is earned under a contract right, any insurance payable by reason of loss or damage to the Collateral, and any return or unearned premium upon any cancellation of insurance. Except as expressly authorized in this Agreement, the right of Agent and the Lenders to Proceeds specifically set forth herein or indicated in any financing statement shall never constitute an express or implied authorization on the part of Agent or any Lender to such Grantor's sale, exchange, collection, or other disposition of any or all of the Collateral.

"Trademark Act" means the U.S Trademark Act of 1946, as amended.

"USCO" means the United States Copyright Office in Washington, D.C.

"USPTO" means the United States Patent and Trademark Office in Alexandria, Virginia.

3. Grant of Assignment and Security Interest. In consideration of and as security for the full and complete payment of all of the Obligations, each Grantor hereby agrees that Agent shall at all times have, and hereby grants to Agent, for the benefit of the Lenders, a security interest (subject to Section 4 hereof) in all of the Collateral, including (without limitation) all of such Grantor's future Collateral, irrespective of any lack of knowledge by Agent or the Lenders of the creation or acquisition thereof. Each Grantor, Agent and the Lenders hereby acknowledge and agree that with respect to any ITU Application included within the Collateral, to the extent such an ITU Application would under the Trademark Act be deemed to be transferred in violation of 15 U.S.C. § 1060(a) as a result of the security interest granted herein or otherwise invalidated or made unenforceable as a result of the execution or performance of this Agreement, no security interest shall be deemed to have been granted in such ITU Application (notwithstanding the provisions of this Agreement or any other Loan Document) until such time as the circumstances that would give rise to such violation, invalidation or unenforceability no longer exist.

4. Notice of Subordination of Security Interest. The security interest of Agent, for the benefit of the Lenders, in the trademarks, licenses, trade names, patents, trade secrets, domain names, and copyrights of each Grantor, and the general intangibles of each Grantor necessary for the operation of the equipment, machinery and motor vehicles (not constituting Inventory), including warranties and operational manuals and similar items, is subordinated to the security interest of Wilmington Trust,

TRADEMARK
REEL: 005345 FRAME: 0750

National Association, as collateral agent ("Collateral Agent"), pursuant to that certain Intercreditor Agreement (the "Intercreditor Agreement"), dated as of May 14, 2014, between Agent and Collateral Agent. This subordination shall remain effective so long as the Intercreditor Agreement is in effect.

5. Representations and Warranties. Each Grantor, jointly and severally, hereby represents and warrants to Agent and each Lender as follows:

5.1. Such Grantor owns all of the Collateral and, whether the same are registered or unregistered, no such Collateral has been adjudged invalid or unenforceable.

5.2. The Collateral is valid and enforceable.

5.3. Such Grantor has no knowledge of any material claim that the use of any of the Collateral does or may violate the rights of any Person.

5.4. Except for liens expressly permitted pursuant to Section 5.9 of the Credit Agreement, such Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Collateral, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by such Grantor not to sue third Persons.

5.5. Such Grantor has full power, authority and legal right to pledge the Collateral and enter into this Agreement and perform its terms.

5.6. Such Grantor has used, and shall continue to use, for the duration of this Agreement, proper statutory notice in connection with its use of the Collateral, except where the failure to do so will not have a Material Adverse Effect.

6. Further Assignment Prohibited. No Grantor shall enter into any agreement that is inconsistent with such Grantor's obligations under this Agreement and shall not otherwise sell or assign its interest in, or grant any license or sublicense with respect to, any of the Collateral, without Agent's prior written consent. Absent such prior written consent, any attempted sale or license is null and void.

7. Right to Inspect. Each Grantor hereby grants to Agent, for the benefit of the Lenders, and its employees and agents the right, during regular business hours, to visit any location of such Grantor or, if applicable, any other location, and to inspect the products and quality control records relating thereto at such Grantor's expense.

8. Standard Patent and Trademark Use. No Grantor shall use the Collateral in any manner that would jeopardize the validity or legal status thereof. Each Grantor shall comply with all patent marking requirements as specified in 35 U.S.C. §287. Each Grantor shall use commercially reasonable efforts to conform its usage of any trademarks to standard trademark usage, including, but not limited to, using the trademark symbols ®, ™, and ℠ where appropriate.

9. Events of Default.

9.1. The occurrence of an Event of Default, as defined in the Credit Agreement, shall constitute an Event of Default hereunder.

9.2. Grantor expressly acknowledges that Agent, on behalf of the Lenders, shall record this Agreement with the USCO and the USPTO, as appropriate. Contemporaneously herewith, each Grantor

TRADEMARK
REEL: 005345 FRAME: 0751

shall execute and deliver to Agent the Assignment, which Assignment shall have no force and effect and shall be held by Agent in escrow until the occurrence of an Event of Default; *provided, that*, anything herein to the contrary notwithstanding, the security interest and collateral assignment granted herein shall be effective as of the date of this Agreement. After the occurrence of an Event of Default, the Assignment shall immediately take effect upon certification of such fact by an authorized officer of Agent in the form reflected on the face of the Assignment and Agent may, in its sole discretion, record the Assignment with the USCO and the USPTO, as appropriate, or in any appropriate office in any foreign jurisdiction in which such patent, trademark, copyright or other intellectual property interest is registered, or under whose laws such property interest has been granted.

9.3. If an Event of Default shall occur, the Grantors irrevocably authorizes and empowers Agent, on behalf of the Lenders, to terminate the Grantors' use of the Collateral and to exercise such rights and remedies as allowed by law. Without limiting the generality of the foregoing, after any delivery or taking of possession of the Collateral, or any thereof, pursuant to this Agreement, then, with or without resort to any Grantor or any other Person or property, all of which each Grantor hereby waives, and upon such terms and in such manner as Agent may deem advisable, Agent, on behalf of the Lenders, in its sole discretion, may sell, assign, transfer and deliver any of the Collateral, together with the associated goodwill, or any interest that any Grantor may have therein, at any time, or from time to time. No prior notice need be given to any Grantor or to any other Person in the case of any sale of Collateral that Agent determines to be declining speedily in value or that is customarily sold in any recognized market, but in any other case Agent shall give the Borrower no fewer than ten days prior notice of either the time and place of any public sale of the Collateral or of the time after which any private sale or other intended disposition thereof is to be made. Each Grantor waives advertisement of any such sale and (except to the extent specifically required by the preceding sentence) waives notice of any kind in respect of any such sale. At any such public sale, Agent or any Lender may purchase the Collateral, or any part thereof, free from any right of redemption, all of which rights each Grantor hereby waives and releases. After deducting all Related Expenses, and after paying all claims, if any, secured by liens having precedence over this Agreement, Agent may apply the net proceeds of each such sale to or toward the payment of the Obligations, whether or not then due, in such order and by such division as Agent in its sole discretion may deem advisable. Any excess, to the extent permitted by law, shall be paid to the Grantors, and the obligors on the Obligations shall remain liable for any deficiency. In addition, Agent shall at all times have the right to obtain new appraisals of the Collateral, the cost of which shall be paid by the Grantors.

10. Maintaining Collateral; Attorneys' Fees, Costs and Expenses. The Grantors shall have the obligation and duty to perform all acts necessary to maintain or preserve the Collateral, *provided that* no Grantor shall be obligated to maintain any Collateral in the event such Grantor determines, in the reasonable business judgment of such Grantor, that the maintenance of such Collateral is no longer necessary in such Grantor's business. Any and all fees, costs and expenses, of whatever kind or nature, including, without limitation, the attorneys' fees and legal expenses incurred by Agent and the Lenders in connection with the amendment and enforcement of this Agreement, all renewals, required affidavits and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Collateral, shall be borne and paid by the Grantors, upon demand by Agent and, until so paid, shall be added to the principal amount of the Obligations.

11. Grantors' Obligation to Prosecute. Except as otherwise agreed to by Agent in writing, each Grantor shall have the duty to prosecute diligently (unless in such Grantor's reasonable judgment such prosecution will be unsuccessful or is otherwise unwarranted) any patent, trademark, service mark or

TRADEMARK
REEL: 005345 FRAME: 0752

copyright application pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full, to file and prosecute opposition and cancellation proceedings and to do any and all acts that are necessary or desirable to preserve and maintain all rights in the Collateral, including, but not limited to, payment of any maintenance fees. Any expenses incurred in connection with the Collateral shall be borne by the Grantors. No Grantor shall abandon any Collateral without the prior written consent of Agent, unless such Grantor determines, in its reasonable business judgment, that such Collateral is no longer necessary in such Grantor's business or such abandonment will not have a Material Adverse Effect on such Grantor or such abandonment is in connection with the abandonment of a product or product line.

12. Agent's Right to Enforce. Each Grantor shall have the right to bring any opposition proceeding, cancellation proceeding or lawsuit in its own name to enforce or protect the Collateral. Agent, on behalf of the Lenders, shall have the right, but shall have no obligation, to join in any such action. Each Grantor shall promptly, upon demand, reimburse and indemnify Agent and the Lenders for all damages, reasonable costs and expenses, including attorneys' fees, incurred by Agent and the Lenders in connection with the provisions of this Section 12, in the event Agent, on behalf of the Lenders, elects to join in any such action commenced by such Grantor.

13. Power of Attorney. Each Grantor hereby authorizes and empowers Agent, on behalf of the Lenders, to make, constitute and appoint any officer or agent of Agent as Agent may select, in its exclusive discretion, as such Grantor's true and lawful attorney-in-fact, with the power to endorse, after the occurrence of an Event of Default, such Grantor's name on all applications, documents, papers and instruments necessary for Agent, on behalf of the Lenders, to use the Collateral, or to grant or issue any exclusive or nonexclusive license under the Collateral to any third party, or necessary for Agent, on behalf of the Lenders, to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral, together with associated goodwill, to any Person or Persons. Each Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

14. Agent's Right to Perform Obligations. If any Grantor fails to comply with any of its obligations under this Agreement, Agent, on behalf of the Lenders, may, but is not obligated to, upon giving reasonable notice to the Borrower, do so in such Grantor's name or in the name of Agent, on behalf of the Lenders, but at such Grantor's expense, and such Grantor hereby agrees to reimburse Agent, upon request, in full for all expenses, including attorneys' fees, incurred by Agent and the Lenders in protecting, defending and maintaining the Collateral.

15. Additional Documents. Each Grantor shall, upon written request of Agent, enter into such additional documents or instruments as may be required by Agent in order to effectuate, evidence or perfect the interest of Agent and the Lenders in the Collateral, as evidenced by this Agreement.

16. New Collateral. If, before the Obligations shall have been irrevocably paid in full and the Commitment terminated, each Grantor shall obtain rights to any new Collateral, the provisions of this Agreement hereby shall automatically apply thereto as if the same were identified on Schedule 1 as of the date hereof and such Grantor shall give Agent prompt written notice thereof.

17. Modifications for New Collateral. Each Grantor hereby authorizes Agent to modify this Agreement by amending Schedule 1 to include any future Collateral as contemplated by Sections 1 and 16 hereof and, at Agent's request, the Grantors shall execute any documents or instruments required by Agent in order to modify this Agreement as provided by this Section 17, provided that any such modification to Schedule 1 shall be effective without the signature of any Grantor.

TRADEMARK
REEL: 005345 FRAME: 0753

18. Termination. At such time as the Obligations (other than contingent Obligations for which no written demand has been made or asserted) shall have been irrevocably paid in full, the Commitment terminated, and the Credit Agreement terminated and not replaced by any other credit facility with Agent and the Lenders, the Grantors shall have the right to terminate this Agreement. Upon written request of the Grantors, Agent shall promptly execute and deliver to Grantors all deeds, assignments, and other instruments as may be necessary or proper to release Agent's security interest in the Collateral and to re-vest in Grantors full title to the Collateral, subject to any disposition thereof that may have been made by Agent, for the benefit of the Lenders, pursuant hereto. Each Grantor will indemnify Agent and its Related Parties in all respects for all costs incurred by Agent in connection with such termination.

19. No Waiver. No course of dealing between any Grantor and Agent or any Lender, nor any failure to exercise, nor any delay in exercising, on the part of Agent or any such Lender, any right, power or privilege hereunder or under any of the Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

20. Remedies Cumulative. All of the rights and remedies of Agent and the Lenders with respect to the Collateral, whether established hereby or by the Loan Documents, or by any other agreements or by law shall be cumulative and may be executed singularly or concurrently.

21. Severability. The provisions of this Agreement are severable, and, if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

22. Modifications. This Agreement may be amended or modified only by a writing signed by the Grantors and Agent. In the event that any provision of this Agreement is deemed to be inconsistent with any provision of any other document, other than the Credit Agreement, the provisions of this Agreement shall control.

23. Assignment and Successors. This Agreement shall not be assigned by any Grantor without the prior written consent of Agent. This Agreement shall bind the successors and permitted assigns of the Grantors and shall benefit the respective successors and assigns of Agent and the Lenders. Any attempted assignment or transfer without the prior written consent of Agent shall be null and void.

24. Notice. All notices, requests, demands and other communications provided for hereunder shall be in writing and, if to a Grantor, mailed or delivered to it, addressed to it at the address specified for the Borrower on the signature page of the Credit Agreement, if to Agent or any Lender, mailed or delivered to it, addressed to the address of Agent or such Lender specified on the signature pages of the Credit Agreement or, as to each party, at such other address as shall be designated by such party in a written notice to each of the other parties. All notices, statements, requests, demands and other communications provided for hereunder shall be deemed to be given or made when hand delivered, delivered by overnight courier or two Business Days after being deposited in the mails with postage prepaid by registered or certified mail, addressed as aforesaid, or sent by facsimile with telephonic confirmation of receipt, except that notices from a Grantor to Agent or any Lender pursuant to any of the provisions hereof shall not be effective until received by Agent or such Lender.

25. Governing Law; Submission to Jurisdiction.

TRADEMARK
REEL: 005345 FRAME: 0754

(a) The provisions of this Agreement and the respective rights and duties of the Grantors, the Agent and the Lenders hereunder shall be governed by and construed in accordance with and be governed by the law (without giving effect to the conflict of law principles thereof except for Sections 5-1401 and 5-1402 of the New York General Obligations Law) of the State of New York.

(b) Each Grantor irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the United States District Court for the Southern District of New York, and of the Supreme Court of the State of New York sitting in New York county, and of any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or any other Loan Document or the transactions contemplated hereby or thereby, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such District Court or New York state court or, to the extent permitted by applicable law, such appellate court. Each Grantor agrees that a final 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. Nothing in this Agreement or any other Loan Document shall affect any right that the Agent or any Lender may otherwise have to bring any action or proceeding relating to this Agreement or any other Loan Document against any Grantor or its properties in the courts of any jurisdiction.

(c) Each Grantor hereby irrevocably and unconditionally waives any objection which it may now or hereafter have to the laying of venue of any such suit, action or proceeding described in subsection (b) of this Section and brought in any court referred to in subsection (b) of this Section. Each Grantor irrevocably waives, to the fullest extent permitted by applicable law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

[Remainder of page intentionally left blank.]

TRADEMARK
REEL: 005345 FRAME: 0755

JURY TRIAL WAIVER. EACH GRANTOR KNOWINGLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

TRADEMARK
REEL: 005345 FRAME: 0756

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

GRANTORS:

KRATOS DEFENSE & SECURITY SOLUTIONS, INC.

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

AVTEC SYSTEMS, INC.
BSC PARTNERS, LLC
CARLSBAD ISI, INC.
DEFENSE SYSTEMS, INCORPORATED
HAVERSTICK CONSULTING, INC.
HGS HOLDINGS, INC.
DTI ASSOCIATES, INC.
HAVERSTICK GOVERNMENT SOLUTIONS, INC.
ROCKET SUPPORT SERVICES, LLC
JMA ASSOCIATES, INC.
MADISON RESEARCH CORPORATION
GICHNER SYSTEMS GROUP, INC.
GICHNER SYSTEMS INTERNATIONAL, INC.
CHARLESTON MARINE CONTAINERS INC.
DALLASTOWN REALTY I, LLC
DALLASTOWN REALTY II, LLC
DEI SERVICES CORPORATION
SCT ACQUISITION, LLC
SCT REAL ESTATE, LLC
KPSS GOVERNMENT SOLUTIONS, INC.
KRATOS INTEGRAL HOLDINGS, LLC
KRATOS INTEGRAL SYSTEMS INTERNATIONAL, INC.
KRATOS NETWORKS, INC.
KRATOS SYSTEMS AND SOLUTIONS, INC.
KRATOS DEFENSE & ROCKET SUPPORT SERVICES, INC.
KRATOS PUBLIC SAFETY & SECURITY SOLUTIONS, INC.
KRATOS SOUTHEAST, INC.
KRATOS TEXAS, INC.
WFI NMC CORP.
KRATOS TECHNOLOGY & TRAINING SOLUTIONS, INC.
KRATOS UNMANNED SYSTEMS SOLUTIONS, INC.
AI METRIX, INC.
POLEXIS, INC.

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

REALITY BASED IT SERVICES, LTD.
SHADOW I, INC.
SHADOW II, INC.
DIGITAL FUSION, INC.
DIGITAL FUSION SOLUTIONS, INC.
SUMMIT RESEARCH CORPORATION
HENRY BROS. ELECTRONICS, INC.,
a Delaware corporation
HENRY BROS. ELECTRONICS, INC.,
a Colorado corporation
HENRY BROS. ELECTRONICS, INC.,
a New Jersey corporation
HENRY BROS. ELECTRONICS, INC.,
a California corporation
DIVERSIFIED SECURITY SOLUTIONS, INC.
HENRY BROS. ELECTRONICS, L.L.C.
NATIONAL SAFE OF CALIFORNIA
LVDM, INC.
AIRORLITE COMMUNICATIONS, INC.
HERLEY INDUSTRIES, INC.
GENERAL MICROWAVE CORPORATION
GENERAL MICROWAVE ISRAEL
CORPORATION
HERLEY-CTI, INC.
STAPOR RESEARCH, INC.
MSI ACQUISITION CORP.
MICRO SYSTEMS, INC.
HERLEY - RSS, INC.
REAL TIME LOGIC, INC.
SAT CORPORATION
SECUREINFO CORPORATION

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

KRATOS SOUTHWEST L.P.,
by Kratos Texas, Inc., its General Partner

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

TRADEMARK
REEL: 005345 FRAME: 0759

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

SUNTRUST BANK,
as the Agent and as a Lender

By: _____
Name: Tighe Ittner
Title: Director

TRADEMARK
REEL: 005345 FRAME: 0760

SCHEDULE 1

[GRANTORS TO PROVIDE]

TRADEMARK
REEL: 005345 FRAME: 0761

TRADEMARKS

KRATOS DEFENSE & SECURITY SOLUTIONS, INC. (120575-1/107109-15)
TRADEMARK STATUS REPORT

APPLICANT/ FILE NO.	COUNTRY	MARK	CLASS/SERVICES	Serial No. Filing Date	Reg. No. Issue Date	STATUS
120575-1H	U.S.	KRATOS	42 = See attached Description "A"	77/248,392 8/6/07	3,623,711 5/19/09	8&15 Affidavits due between 5/19/14 and 5/19/15; Renewal due between 5/19/18 and 5/19/19
120575-1G	U.S.	KRATOS DEFENSE & SECURITY SOLUTIONS	42 = See attached Description "A"	77/248,414 8/6/07	3,715,806 11/24/09	8&15 Affidavits due between 11/24/14 and 11/24/15; Renewal due between 11/24/18 and 11/24/19
120575-1F	U.S.	KRATOS DEFENSE & SECURITY SOLUTIONS	9 = Home, office and building automation and security systems comprising wireless and wired controllers, controlled devices, software and computer hardware for lighting, HVAC, security, safety and other home, office and building monitoring and control applications; building security systems comprising hardware and software for providing picture, video, alarm status, building plans, environmental, access and security information to a remote station	77/248,426 8/6/07	3,664,225 8/4/09	8&15 Affidavits due between 8/4/14 and 8/4/15; Renewal due between 8/4/18 and 8/4/19

TRADEMARK
REEL: 005345 FRAME: 0762

APPLICANT/ FILE NO.	COUNTRY	MARK	CLASS/SERVICES	Serial No. Filing Date	Reg. No. Issue Date	STATUS
120575-1E	U.S.	KRATOS DEFENSE & SECURITY SOLUTIONS	37 = Installation of security systems	77/248,436 8/6/07	3,785,199 5/4/10	8&15 Affidavits due between 5/4/15 and 5/4/16; Renewal due between 5/4/19 and 5/4/20
120575-1D	U.S.	KRATOS DEFENSE & SECURITY SOLUTIONS	38 = Telecommunication services, namely, providing building environmental, access and security information to a remote system	77/248,442 8/6/07	3,592,181 3/17/09	8&15 Affidavits due between 3/17/14 and 3/17/15; Renewal due between 3/17/18 and 3/17/09
120575-1C	U.S.	KRATOS DEFENSE & SECURITY SOLUTIONS	45 = Control of building environmental, access and security systems; monitoring building environmental, access and security systems	77/248,457 8/6/07	3,592,182 3/17/09	8&15 Affidavits due between 3/17/14 and 3/17/15; Renewal due between 3/17/18 and 3/17/09
120575-1I	U.S.	KRATOS DEFENSE & SECURITY SOLUTIONS and Design	42 = See attached Description "B"	77/267,720 8/29/07	3,627,791 5/26/09	8&15 Affidavits due between 5/26/14 and 5/26/15; Renewal due between 5/26/18 and 5/26/09
120575-1J	U.S.	KRATOS and Design	42 = See attached Description "B"	77/267,714 8/29/07	3,640,405 6/16/09	8&15 Affidavits due between 6/16/14 and 6/16/15; Renewal due between 6/16/18 and 6/16/19

TRADEMARK
REEL: 005345 FRAME: 0763

APPLICANT/ FILE NO.	COUNTRY	MARK	CLASS/SERVICES	Serial No. Filing Date	Reg. No. Issue Date	STATUS
120575-1K	U.S.	FROM STRENGTH TO SUCCESS	42 = See attached Description "B"	77/267,704 8/29/07	3,623,755 5/19/09	8&15 Affidavits due between 5/19/14 and 5/19/15; Renewal due between 5/19/18 and 5/19/19
120575-1L	U.S.	KRATOS DEFENSE	42 = See attached Description "B"	77/267,680 8/29/07	3,640,404 6/16/09	8&15 Affidavits due between 6/16/14 and 6/16/15; Renewal due between 6/16/18 and 6/16/19
120575-1N	U.S.	KRATOS	35 = Business services, namely, business management in the public and private sectors in the fields of strategic messaging and communications; business consulting services in the public and private sectors in the fields of strategic messaging and communications, providing strategic outreach services in branding, crisis response, market research and speech writing; business planning and development of electronic communications networks; advertising communications dissemination planning; publications development, namely, publication of publicity texts and consultation of publication of publicity texts; electronic marketing services, namely, creative marketing design services; consultation for business consultation in the field of marketing, advertising and promoting the goods, services or reputation of other in the fields of branding, crisis response, and market	85/015,106 4/15/10 (Use)	3,983,805 6/28/11	8&15 Affidavits due between 6/28/16 and 6/28/17

TRADEMARK
REEL: 005345 FRAME: 0764

APPLICANT/ FILE NO.	COUNTRY	MARK	CLASS/SERVICES	Serial No. Filing Date	Reg. No. Issue Date	STATUS
			research; conference and event planning for business purposes; business services, namely, communications program implementation and management services, data analysis, evaluation and statistical reporting on effectiveness of messaging and communications initiatives; advertising copywriting 42 = Database development, graphic design services; website design and development services; planning and development of electronic communications networks; technical writing			
120575-1	U.S.	KRATOS INTEGRAL SYSTEMS INTERNATIONAL	37 = Integrated technology solutions for satellite communications-interfaced systems, namely, installation of satellite ground systems for computer hardware and telecommunications hardware for satellite command and control, data processing, simulation, integration and testing, tracking applications, ground equipment monitoring and control, flight software validation and analysis; Installation and maintenance of computer hardware for satellite ground systems 42 = Design for others of computer hardware and software for satellite ground systems; installation and maintenance of computer software for satellite ground systems; engineering services; providing mission critical engineering, communications and information	85/430,662 9/23/11	4,269,259 1/1/13	8&15 Affidavits due between 1/1/18 and 1/1/19; Renewal due between 1/1/22 and 1/1/23

TRADEMARK
REEL: 005345 FRAME: 0765

APPLICANT/ FILE NO.	COUNTRY	MARK	CLASS/SERVICES	Serial No. Filing Date	Reg. No. Issue Date	STATUS
			technology services, including developing and implementing safeguards and controls for computer and communications network security by restricting access to and by computer networks to and of undesired web sites, media and individuals and facilities, planning for continuing operations and disaster recovery for computer networks, administration of computer system networks in operations centers in the fields of military defense, commercial communications service providers, intelligence, surveillance, reconnaissance, homeland security, avionics and space programs to governmental agencies; providing design, development and integration of computer networks; computer and telecommunications network engineering and consulting services for enterprise solutions and integration			
Kratos Defense & Security Solutions, Inc. 120575-1	U.S.	CYBERC4	9 = Computer programs for computer security; computer hardware containing computer security software; cyber security computer hardware and software to protect computer networks against unauthorized intrusion, data theft, compromise, infiltration and corruption by hackers, and other risks as it relates to computer security; cyber security appliances, namely, computer hardware and software combinations for protecting computer networks against unauthorized intrusion, data theft, compromise, infiltration and corruption by hackers, and other risks	85/613,591 5/1/12 (ITU)		Pending USPTO consideration of Response to Office Action

TRADEMARK
REEL: 005345 FRAME: 0766

APPLICANT/ FILE NO.	COUNTRY	MARK	CLASS/SERVICES	Serial No. Filing Date	Reg. No. Issue Date	STATUS
			relating to computer security, for providing real-time Security Information Event Management (SIEM) for satellite networks for use in providing situational awareness across network and security devices, for providing real-time monitoring and recording and built-in alerting for use in protecting against insider threats, for providing cyber security hardware and software that passes secure information across classified and unclassified network domains, and for providing computer hardware and software combinations that reverse engineer internet protocol out of an RF link; cyber security software and software incorporating algorithms for use in harden system configuration against tampering 42 - Computer security service, namely providing real-time Security Information Event Management (SIEM) for satellite networks for use in providing situational awareness across network and security devices			

Service Descriptions

Description "A" - Engineering services; consulting in the fields of engineering for weapons systems development, information technology services, computer and telecommunications network engineering, and design and inspection of fire alarm system and sprinkler suppression systems; on-line system management services that allow users to remotely view, monitor, program, operate and control electrical systems, environmental, access and security systems in homes, offices and buildings

TRADEMARK
REEL: 005345 FRAME: 0767

Description "B" - Engineering services; providing mission critical engineering and information technology services, namely, software application design, development, implementation and maintenance to meet customer needs, developing and implementing safeguards and controls for computer network security by restricting access to and by computer networks to and of undesired web sites, media and individuals and facilities, planning for continuing operations and disaster recovery for computer networks, administration of computer system networks in operations centers for the government, customizing computer software for email systems for the customer and application service provider, namely, hosting databases, all in the fields of military defense, intelligence, surveillance, reconnaissance, homeland security, weapon systems support and maintenance, avionics and space programs to governmental agencies; providing design, development and integration of computer networks; consulting in the fields of engineering for weapons systems development, information technology services primarily directed to military defense, intelligence, surveillance, reconnaissance, homeland security, weapon systems support and maintenance, avionics and space programs, computer and telecommunications network engineering and consulting services for enterprise solutions and integration, namely, design and inspection of fire alarm system and sprinkler suppression systems; on-line system management services that allow users to remotely view, monitor, program, operate and control electrical systems, environmental, access and security systems in homes, offices and buildings

TRADEMARK
REEL: 005345 FRAME: 0768

KRATOS TECHNOLOGY & TRAINING SOLUTIONS, INC. (120571-1)

TRADEMARK STATUS REPORT

APPLICANT/ REGISTRANT	COUNTRY	MARK	CLASS	SERIAL NO./ FILE DATE:	REG. NO./ ISSUE DATE	STATUS
Kratos Technology & Training Solutions, Inc.	CTM	SPECTRALNET	9 - Computer hardware and software combinations, namely, computer processors, network gateway devices and signal processing software and firmware libraries which capture, ingest, and process analog spectrum (radio frequency (RF), intermediate frequency (IF), and baseband signals) into data samples, optionally record or play back the sampled data locally, and transport the data samples over a local or wide-area network using industry-standard internet protocol (IP) or fiber interfaces to process the sampled data digitally or reconstruct it back into its native analog formats at the remote destination.	012024634 7/30/13	012024634 12/26/13	Renewal due 7/30/23

TRADEMARK
REEL: 005345 FRAME: 0769

APPLICANT/ REGISTRANT	COUNTRY	MARK	CLASS	SERIAL NO./ FILE DATE:	REG. NO./ ISSUE DATE	STATUS
Kratos Technology & Training Solutions, Inc.	U.S.	EPOCH	9 - Computer software for operating satellites, for operating satellite ground systems, and for operating a variety of satellite applications, namely, satellite command and control, ground equipment monitoring and control, tracking, telemetry display and analysis, simulation, scheduling and planning, payload monitoring, control, data processing, satellite database management, satellite and payload integration and test, orbit analysis, data archive, trending and statistical analysis	85/958,352 6/12/13 USE	4474718 1/28/14	Section 8&15 due between 1/28/19 and 1/28/20; Renewal due between 1/28/23 and 1/28/24
Kratos Technology & Training Solutions, Inc.	U.S.	EPOCH IPS	9 - Computer software for operating satellites, for operating satellite ground systems, and for operating a variety of satellite applications, namely, satellite command and control, ground equipment monitoring and control, tracking, telemetry display and analysis, simulation, scheduling and planning, payload monitoring, control, data processing, satellite database management, satellite and payload integration and test, orbit analysis, data archive, trending and statistical analysis	85/958,358 6/12/13	4,477,628 2/4/14	Section 8&15 due between 2/4/19 and 2/4/20; Renewal due between 2/4/23 and 2/4/24

TRADEMARK
REEL: 005345 FRAME: 0770

APPLICANT/ REGISTRANT	COUNTRY	MARK	CLASS	SERIAL NO./ FILE DATE:	REG. NO./ ISSUE DATE	STATUS
Kratos Technology & Training Solutions, Inc.	U.S.	EPOCH T&C	9 - Computer software for operating satellites, for operating satellite ground systems, and for operating a variety of satellite applications, namely, satellite command and control, ground equipment monitoring and control, tracking, telemetry display and analysis, simulation, scheduling and planning, payload monitoring, control, data processing, satellite database management, satellite and payload integration and test, orbit analysis, data archive, trending and statistical analysis	85/958,364 6/12/13	4,477,629 2/4/14	Section 8&15 due between 2/4/19 and 2/4/20; Renewal due between 2/4/23 and 2/4/24
Kratos Technology & Training Solutions, Inc.	U.S.	QUANTUMCMD	9 - Computer hardware, namely, servers, and computer software and integrated computer hardware and software combinations, all for satellite command and control and related ground system functionality for operating satellites and automation for unattended management and control of satellites, managing ground segment and space segment data exchange while performing satellite operations, orbital analysis of satellites, simulation and training for satellite command and control operators, control of satellite cryptographic devices and satellite mission data processing	85/959,550 6/13/13 ITU		Formal Response to Office Action filed 3/24/14

TRADEMARK
REEL: 005345 FRAME: 0771

APPLICANT/ REGISTRANT	COUNTRY	MARK	CLASS	SERIAL NO./ FILE DATE:	REG. NO./ ISSUE DATE	STATUS
Kratos Technology & Training Solutions, Inc.	U.S.	QUANTUM COMMAND	9 - Computer hardware, namely, servers, and computer software and integrated computer hardware and software combinations, all for satellite command and control and related ground system functionality for operating satellites and automation for unattended management and control of satellites, managing ground segment and space segment data exchange while performing satellite operations, orbital analysis of satellites, simulation and training for satellite command and control operators, control of satellite cryptographic devices and satellite mission data processing	85/959,574 6/13/13 ITU		Formal Response to Office Action filed 3/24/14

TRADEMARK
REEL: 005345 FRAME: 0772

APPLICANT/ REGISTRANT	COUNTRY	MARK	CLASS	SERIAL NO./ FILE DATE:	REG. NO./ ISSUE DATE	STATUS
Kratos Technology & Training Solutions, Inc.	U.S.	SPECTRALNET	9 - Computer hardware and software combinations, namely, computer processors, network gateway devices and signal processing software and firmware libraries which capture, ingest, and process analog spectrum (radio frequency (RF), intermediate frequency (IF), and baseband signals) into data samples, optionally record or play back the sampled data locally, and transport the data samples over a local or wide-area network using industry-standard internet protocol (IP) or fiber interfaces to process the sampled data digitally or reconstruct it back into its native analog formats at the remote destination.	86/022,838 7/29/13 ITU		12/24/13 Notice of Allowance; **1st Ext/SOU due 6/24/14**

TRADEMARK
REEL: 005345 FRAME: 0773

KRATOS DEFENSE & ROCKET SUPPORT SERVICES, INC. (120574-1)

TRADEMARK STATUS REPORT

APPLICANT/ REGISTRANT	COUNTRY	MARK	CLASS	SERIAL NO./ FILE DATE:	REG. NO./ ISSUE DATE	STATUS
Kratos Defense & Rocket Support Services, Inc.	U.S.	TWDD	9 - Mission critical, open architecture target position data processing system and mod kits composed of computer hardware, software, firmware and design and installation documentation for controllers, processors, position determining sensors, and test equipment; Systems constituent electronic components and software to enable the receipt of target data from remote sensors and utilization of this data to perform the functions of gunner cueing to the target, automatic turret pointing at the target, and automatic target acquisition and tracking by the system in either local or remote operations	85/920,716 5/1/13		11/25/13 Notice of Allowance; **1st Extension/Statement of Use due by 5/25/14**
Kratos Defense & Rocket Support Services, Inc.	U.S.	TACTICAL WEAPONS DEFENSE DIRECTOR	9 Same as above	85/920,730 5/1/13		Response to Office Action filed 2/24/14; Examiner withdrew refusal 3/28/14 and application to proceed to publication

TRADEMARK
REEL: 005345 FRAME: 0774

HAVERSTICK CONSULTING, INC. (120574-1)

TRADEMARK STATUS REPORT

APPLICANT/ REGISTRANT	COUNTRY	MARK	CLASS	SERIAL NO./ FILE DATE:	REG. NO./ ISSUE DATE	STATUS
Haverstick Consulting, Inc.	U.S.		42 - Consulting services in the field of design, selection, implementation and use of computer hardware and software systems for others; database development services for others; integration of computer systems and networks; computer site design services; graphic art design services; hosting the web sites of others on a computer server for a global computer network	76/506,778 4/16/03	2,878,655 8/31/04	**Renewal due between 8/31/13 and 8/31/14** Renewal discussed with Ms. Yee; awaiting confirmation of authorization to renew.
Haverstick Consulting, Inc.	U.S.	H HAVERSTICK and Design				Waiting on client for approval to file new application.

TRADEMARK
REEL: 005345 FRAME: 0775

CHARLESTON MARINE CONTAINERS, INC. (119693-1)

TRADEMARK STATUS REPORT

APPLICANT/ REGISTRANT	COUNTRY	MARK	CLASS	SERIAL NO./ FILE DATE:	REG. NO./ ISSUE DATE	STATUS
Charleston Marine Containers, Inc.	U.S.	TRICOLD	11 - Refrigerated freight containers	78/693,295 8/16/05	3,123,564 8/1/06	Renewal due between 8/1/15 and 8/1/16
Charleston Marine Containers, Inc.	U.S.	LSA	6 - Metal cargo containers and metal locks therefor	86/415,497 5/15/02	2,854,549 6/15/04	Renewal filed 6/17/13 2nd Renewal due between 6/15/23 and 6/15/24

TRADEMARK
REEL: 005345 FRAME: 0776

HENRY BROS. ELECTRONICS, INC. (119086-1)

TRADEMARK STATUS REPORT

APPLICANT/ REGISTRANT	COUNTRY	MARK	CLASS	SERIAL NO./ FILE DATE:	REG. NO./ ISSUE DATE	STATUS
Henry Bros. Electronics, Inc.	U.S.	HBE	37 - Installation and maintenance of electronic security systems 42 - Design of electronic security systems for others 45 - Consultation in the field of electronic security systems	78/643,380 6/3/05	3103708 6/13/06	Renewal due between 6/13/15 and 6/13/16

TRADEMARK
REEL: 005345 FRAME: 0777

APPLICANT/ REGISTRANT	COUNTRY	MARK	CLASS	SERIAL NO./ FILE DATE:	REG. NO./ ISSUE DATE	STATUS
Henry Bros. Electronics, Inc.	U.S.	HBE	9 - Home, office and building automation and security systems comprising wireless and wired controllers, controlled electric devices in the nature of software and computer hardware for controlling and monitoring lighting, HVAC, security, safety and other home, office and building monitoring and control applications; building security systems comprising hardware and software for providing picture, video, alarm status, building plans, environmental, access and security information to a remote station 37 - Installation and maintenance of security systems 38 - Telecommunication services, namely, providing access to pictures, video, alarm status, building plans and other building and security information at a remote station 45 - Control of building environmental, access and security systems; monitoring building environmental, access and security systems; Consultation in the field of electronic security systems	85/586,633 4/2/12 (USE)	4,285,247 2/5/13	Section 8&15 Affidavits due between 2/5/18 and 2/5/19; Renewal due between 2/5/22 and 2/5/23

TRADEMARK
REEL: 005345 FRAME: 0778

HERLEY INDUSTRIES, INC. (119087-1)

TRADEMARK STATUS REPORT

APPLICANT/ REGISTRANT	COUNTRY	MARK	CLASS	SERIAL NO./ FILE DATE:	REG. NO./ ISSUE DATE	STATUS
Herley Industries, Inc.	U.S.	HERLEY	9	76/392,575	2,777,402 10/28/2003	Issued Renewal accepted 6/13/13 Next Renewal due 10/28/23
	STATE					
HMS Investments, Inc.	Pennsylvania	HERLEY	9		3323229 7/25/2010	Issued Renew by 7/25/15 **Assignment from HMS Investments, Inc. to Herley Industries, Inc. should be recorded in PA if this state registration is maintained. May not be necessary in view of above Federal registration.**

TRADEMARK
REEL: 005345 FRAME: 0779

APPLICANT/ REGISTRANT	COUNTRY	MARK	CLASS	SERIAL NO./ FILE DATE:	REG. NO./ ISSUE DATE	STATUS
HMS Investments, Inc.	Massachusetts	HERLEY	9		66275 10/11/2005	Issued Renew by 10/11/2015 **Assignment from HMS Investments, Inc. to Herley Industries, Inc. should be recorded in MASS if this state registration is maintained. May not be necessary in view of above Federal registration.**
HMS Investments, Inc.	New York	HERLEY	9		R30756 2/3/2006	Issued Renew by 2/3/2016 **Assignment from HMS Investments, Inc. to Herley Industries, Inc. should be recorded in NY if this state registration is maintained. May not be necessary in view of above Federal registration.**

TRADEMARK
REEL: 005345 FRAME: 0780

KRATOS INTEGRAL HOLDINGS, LLC. (119085)

TRADEMARK STATUS REPORT

APPLICANT/ REGISTRANT	COUNTRY	MARK	CLASS	SERIAL NO./ FILE DATE:	REG. NO./ ISSUE DATE	STATUS
Kratos Integral Holdings, LLC	U.S.	COMPASS	9- Computer programs, namely computer operating software for use in collecting data, device monitoring and control for use in computer network management and wireless communications networks management	85197879 12/14/10	4,442,102 12/3/13	Section 8&15 due between 12/3/18 and 12/3/19; Renewal due between 12/3/22 and 12/3/23
Kratos Integral Holdings, LLC	U.S.	SATID	9 - electronic equipment, namely computer hardware and computer software, for detection and location of transmitters via satellites 42 - consulting services, namely technical analysis and evaluation of satellites, satellite systems and communication systems; scientific research and product development relating to satellites, satellite systems and communication systems; locating interfering transmitters by analyzing satellite relayed signals for the purpose of locating an interfering transmitter	76198559 1/24/01	2,718,505 5/27/03	2nd Renewal due between 5/27/22 and 5/27/23

TRADEMARK
REEL: 005345 FRAME: 0781

APPLICANT/ REGISTRANT	COUNTRY	MARK	CLASS	SERIAL NO./ FILE DATE:	REG. NO./ ISSUE DATE	STATUS
Kratos Integral Holdings, LLC	U.S.	ABE	9 - Satellite ground system software for display and analysis data from satellites, satellite subsystems and payloads, ground equipment, and test equipment and instrumentation	75886786 1/5/00	2,408,731 11/28/00	2nd Renewal due between 11/28/19-11/28/20
Kratos Integral Holdings, LLC	U.S.	RT LOGIC An Integral Systems Company	40 - Custom manufacture of advanced signal processing units in the satellite ground operations and satellite factory test marketplaces	85197882 12/14/10	4,034,045 10/4/11	Section 8&15 Affidavits due between 10/4/16 and 10/4/17; Renewal due between 10/4/20 and 10/4/21
Kratos Integral Holdings, LLC	U.S.	RT LOGIC	9- frequency converters, modems, data processors, satellite transmitters and receivers, multiplexers 40- custom manufacture of advanced signal processing units in the satellite ground operations and satellite factory test marketplaces 42- scientific and technological services and research and design relating thereto for others in the field of signal processing systems for the space and aerospace communications industry; industrial analysis and research services for others in the field of signal processing systems for the space and aerospace communications	85/349,043 6/17/2011	4,185,208 8/7/12	Section 8&15 Affidavits due between 8/7/17 and 8/7/18; Renewal due between 8/7/21 and 8/7/22

TRADEMARK
REEL: 005345 FRAME: 0782

APPLICANT/ REGISTRANT	COUNTRY	MARK	CLASS	SERIAL NO./ FILE DATE:	REG. NO./ ISSUE DATE	STATUS
			industry			
Kratos Integral Holdings, LLC	U.S.	TELEMETRIX	9 - electrical device used to deliver enabling solutions that are open, robust and flexible namely, advanced signal processing including demodulation, bit synchronization and removal of convolutional encoding that provide ground antenna site telemetry command IF and baseband signal processing functions for space-ground link system SGLS or non-SGLS requirements, direct support for the Air Force Satellite Control Network (AFSCN) and center telemetry and command processing products	76/161,079 11/8/00	2,603,866 8/6/02	2nd Renewal due between 8/6/21 and 8/6/22
Kratos Integral Holdings, LLC	U.S.	WEBIC	9 - Web based computer application program that combines data from multiple networked systems into a single user interface through a browser-based thin client	85200149 12/16/10	3993807 7/12/11	Section 8&15 Affidavits due between 7/12/16 and 7/12/17; Renewal due between 7/12/20 and 7/12/21
Kratos Integral Holdings, LLC	U.S.	INTEGRAL SYSTEMS	37 - Integrated technology solutions for satellite communications-interfaced systems, namely, installation of satellite ground systems for computer hardware and telecommunications hardware	85/240,475 2/11/11	4,034,314 10/4/11	Section 8&15 Affidavits due between 10/4/16 and 10/4/17; Renewal due between 10/4/20 and

TRADEMARK
REEL: 005345 FRAME: 0783

APPLICANT/ REGISTRANT	COUNTRY	MARK	CLASS	SERIAL NO./ FILE DATE:	REG. NO./ ISSUE DATE	STATUS
			for satellite command and control, data processing, simulation, integration and testing, tracking applications, ground equipment monitoring and control, flight software validation and analysis; Installation and maintenance of computer hardware for satellite ground systems 42 - Design for others of computer hardware and software for satellite ground systems; installation and maintenance of computer software for satellite ground systems			10/4/21
Kratos Integral Holdings, LLC	U.S.	TRUENORTH (Color)	9 - Computer programs, namely, computer operating software to monitor and control solutions for configuration management, system notification and operator access for use in computer network management and wireless communications networks management	85/241,119 2/13/11	4,059,075 11/22/11	Section 8&15 Affidavits due between11/22/16 and 11/22/17; Renewal due between 11/22/20 and 11/22/21
Kratos Integral Holdings, LLC	CTM	INTEGRAL SYSTEMS	37 - Integrated technology solutions for satellite communications-interfaced systems, namely, installation of satellite ground systems for computer hardware and telecommunications hardware	10045052 6/14/11	10045052 11/15/11	Renewal due 6/14/21

TRADEMARK
REEL: 005345 FRAME: 0784

APPLICANT/ REGISTRANT	COUNTRY	MARK	CLASS	SERIAL NO./ FILE DATE:	REG. NO./ ISSUE DATE	STATUS
			for satellite command and control, data processing, simulation, integration and testing, tracking applications, ground equipment monitoring and control, flight software validation and analysis; Installation and maintenance of computer hardware for satellite ground systems 42 - Design for others of computer hardware and software for satellite ground systems; installation and maintenance of computer software for satellite ground systems			
Kratos Integral Holdings, LLC	CTM	RT LOGIC An Integral Systems Company	40 - Custom manufacture of advanced signal processing units in the satellite ground operations and satellite factory test marketplaces	10044981 6/14/11	10044981 11/15/11	Renewal due 6/14/21
Kratos Integral Holdings, LLC	CTM	COMPASS	9 - Computer programs, namely computer operating software for use in collecting data, device monitoring and control for use in computer network management and wireless communications networks management	10044964 6/14/11	10044964 11/15/11	Renewal due 6/14/21
Kratos Integral Holdings, LLC	CTM	TRUENORTH	9 - Computer programs, namely, computer operating software to monitor and control solutions for configuration management,	10072023 6/23/2011	10072023 12/13/11	Renewal due 6/23/21

TRADEMARK
REEL: 005345 FRAME: 0785

APPLICANT/ REGISTRANT	COUNTRY	MARK	CLASS	SERIAL NO./ FILE DATE:	REG. NO./ ISSUE DATE	STATUS
		Color	system notification and operator access for use in computer network management and wireless communications networks management			
Kratos Integral Holdings, LLC	CTM	WEBIC	9 - Web based computer application program that combines data from multiple networked systems into a single user interface through a browser-based thin client	10045061 6/14/2011	10045061 11/15/11	Renewal due 6/14/21
Kratos Integral Holdings, LLC	Singapore	SATID	9 – Satellite systems; electronic equipment and software for satellites, satellite systems and communication systems; electronic equipment and software for detection and location of transmitters via satellites	T0100710J 9/27/00	T0100710J 9/27/00	Renewal due 9/27/20
Kratos Integral Holdings, LLC	Singapore	SATID	42 - Technical analysis and evaluation of satellites, satellite systems and communication systems; scientific research and development relating to satellites, satellite systems and communication systems; detection and location of transmitters via satellites	T0100711I 9/27/00	T0100711I 9/27/00	Renewal due 9/27/20
Kratos Integral Holdings, LLC	UK	SATID	9 - Satellite systems; electronic equipment and software for satellites, satellite systems and communication systems;	2246672 9/27/00	2246672 3/30/01	Renewal due 9/27/20

TRADEMARK
REEL: 005345 FRAME: 0786

APPLICANT/ REGISTRANT	COUNTRY	MARK	CLASS	SERIAL NO./ FILE DATE:	REG. NO./ ISSUE DATE	STATUS
			electronic equipment and software for detection and location of transmitters via satellites 42 - Technical analysis and evaluation of satellites, satellite systems and communication systems; scientific research and development relating to satellites, satellite systems and communication systems; detection and location of transmitters via satellites			

TRADEMARK
REEL: 005345 FRAME: 0787

SAT CORPORATION (119085-1)

TRADEMARK STATUS REPORT

APPLICANT/ REGISTRANT	COUNTRY	MARK	CLASS	SERIAL NO./ FILE DATE:	REG. NO./ ISSUE DATE	STATUS
SAT Corporation	U.S.	MONICS	9 - Computer programs for measuring signal parameters, searching for unexpected signals, providing alarms for signal changes, remote instrumentation control, creation of online databases for signal parameters, signal frequency management, signal interference capture and location, surveillance of signal spectrums and locations, comparisons of signals to industry standards, storage of signals, communication signal monitoring, satellite payload monitoring, RF and IF frequency uplink and downlink measurements, signal carrier and transponder monitoring, generation of reports on all of the foregoing, all for use in the field of satellite communications	76/245,440 4/23/01	2,673,042 1/7/03	2nd Renewal due between 1/7/22 and 1/7/23

TRADEMARK
REEL: 005345 FRAME: 0788

APPLICANT/ REGISTRANT	COUNTRY	MARK	CLASS	SERIAL NO./ FILE DATE:	REG. NO./ ISSUE DATE	STATUS
SAT Corporation	U.S.	SAT-DSA	9 - Computer programs for measuring signal parameters, searching for unexpected signals, providing alarms for signal changes, remote instrumentation control, creation of online databases for signal parameters, signal frequency management, signal interference capture and location, surveillance of signal spectrums and locations, comparisons of signals to industry standards, storage of signals, communication signal monitoring, satellite payload monitoring, RF and IF frequency uplink and downlink measurements, signal carrier and transponder monitoring, generation of reports on all of the foregoing, all for use in the field of satellite communications	77/549,477 8/18/08	3,597,999 3/31/09	**Section 8&15 Affidavits due between 3/31/14 and 3/31/15;** Renewal due between 3/31/18 and 3/31/19
SAT Corporation	U.S.	SIGMON	9 - computer programs for automatic signal monitoring of satellite communication systems	76/091,683 7/17/00	2,727,623 6/17/03	2nd Renewal due between 6/17/22 and 6/17/23

TRADEMARK
REEL: 005345 FRAME: 0789

NEWPOINT TECHNOLOGIES, INC. (119085-1)

TRADEMARK STATUS REPORT

APPLICANT/ REGISTRANT	COUNTRY	MARK	CLASS	SERIAL NO./ FILE DATE:	REG. NO./ ISSUE DATE	STATUS
Newpoint Technologies, Inc.	U.S.	NEWPOINT	9 - computer programs, namely, computer operating software for collecting data, for device monitoring and control, and for use in computer network management and wireless communications networks management	75521745 7/20/98	2328161 3/14/00	2nd Renewal due between 3/14/19 and 3/14/20
Newpoint Technologies, Inc.	U.S.	NEWPOINT COMPASS	9 - computer programs, namely, computer operating software for use in collecting data, device monitoring and control for use in computer network management and wireless communications networks management	75521626 7/20/98	2325495 3/7/00	2nd Renewal due between 3/7/19 and 3/7/20
Newpoint Technologies, Inc.	U.S.	NEWPOINT	9 - computer programs, namely, computer operating software for collecting data, for device monitoring and control, and for use in computer network management and wireless communications networks management	75521741 7/20/98	2328160 3/14/00	2nd Renewal due between 3/14/19 and 3/14/20

TRADEMARK
REEL: 005345 FRAME: 0790

SECUREINFO CORPORATION (119085-1)

TRADEMARK STATUS REPORT

APPLICANT/ REGISTRANT	COUNTRY	MARK	CLASS	SERIAL NO./ FILE DATE:	REG. NO./ ISSUE DATE	STATUS
SecureInfo Corporation	CTM	COMPLIANCEAUTHORITY	9 - Computers, computer hardware and computer software, parts and fittings for all the aforesaid goods; computer peripherals; integrated circuits; electronic publications (downloadable); computer hardware and computer software for database management, computer programs; computer software and publications in electronic form (downloadable) supplied on-line from databases, from facilities provided on a global computer network or the Internet; interactive computer software; apparatus for searching electronic information from a global computer network or the Internet; computer software for enterprise vulnerability management/remediation and security accreditation/certification, namely software for assessing and correcting computer network vulnerabilities and for automating, managing and monitoring regulatory compliance, risk management, corporate governance and security accreditation/certification 16 - Paper, cardboard and goods made from these materials, not included in other classes; printed matter; bookbinding material; photographs; stationery; adhesives for stationery and		4699575 10/20/05	Grant date: 10/9/06 Renew registration by 10/20/15

TRADEMARK
REEL: 005345 FRAME: 0791

APPLICANT/ REGISTRANT	COUNTRY	MARK	CLASS	SERIAL NO./ FILE DATE:	REG. NO./ ISSUE DATE	STATUS
			household purposes; instructional and teaching material (except apparatus); plastic materials for packaging (not included in other classes); printed publications; periodicals; journals; books; booklets; manuals; instructional manuals; leaflets; advertising and promotional material; pamphlets; catalogues; brochures; magazines; newsletters; newsletters featuring information on computer software; printed matter, namely newsletters, briefings and instructional materials featuring computers, computer networks, telecommunications, storage networks, networking, wireless applications, industrial and automotive controls, medical devices and technology; user guides for computer integrated circuits, programmable logic devices, reconfigurable logic devices, and computer software 42 - Computer hardware and software consulting services; computer programming; support and consultation services for managing computer systems, databases and applications; graphic design for the compilation of web pages on the Internet; information relating to computer hardware or software provided on line from a global computer network or the Internet; creating and maintaining web-sites; hosting the web-sites of others; information technology services,			

TRADEMARK
REEL: 005345 FRAME: 0792

APPLICANT/ REGISTRANT	COUNTRY	MARK	CLASS	SERIAL NO./ FILE DATE:	REG. NO./ ISSUE DATE	STATUS
			namely, consultation in the filed of assessing, correcting and managing computer network vulnerabilities and security operations, regulatory compliance, risk management, corporate governance, network certification/accreditation and cyber			
SecureInfo Corporation	CTM	SECUREINFO and Design	Class 9, 38, 42		4385357 6/16/2006	Renew registration by 4/12/2015
SecureInfo Corporation	U.S.	SECUREINFO	9 - computer software for enterprise vulnerability management/remediation and security accreditation/certification, namely, software for assessing and correcting computer network vulnerabilities and for automating, managing and monitoring regulatory compliance, risk management, corporate governance and security accreditation/certification 42 - information technology services, namely, consultation in the field of assessing, correcting and managing computer network vulnerabilities and security operations, regulatory compliance, risk management, corporate governance, network certification/accreditation and cyber security	78350315 1/11/04	2970216 7/19/05	Renew registration by 7/19/15 First Use 9/9/97

TRADEMARK
REEL: 005345 FRAME: 0793

APPLICANT/ REGISTRANT	COUNTRY	MARK	CLASS	SERIAL NO./ FILE DATE:	REG. NO./ ISSUE DATE	STATUS
SecureInfo Corporation	U.S.	SECUREINFO RMS	9 - computer software for enterprise vulnerability management/remediation and security accreditation/certification, namely, software for assessing and correcting computer network vulnerabilities and for automating, managing and monitoring regulatory compliance, risk management, corporate governance and security accreditation/certification	77/216,009 2/26/07	3,494,758 9/2/08	Renewal due between 9/2/17 and 9/2/18 First use: 5/2007
SecureInfo Corporation	U.S.	SecureInfo THE INFORMATION ASSURANCE EXPERTS	9 - computer software for enterprise vulnerability management/remediation and security accreditation/certification, namely, software for assessing and correcting computer network vulnerabilities and for automating, managing and monitoring regulatory compliance, risk management, corporate governance and security accreditation/certification 42 - information technology services, namely, consultation in the field of assessing, correcting and managing computer network vulnerabilities and security operations, regulatory compliance, risk management, corporate governance, network certification/accreditation and cyber security	77/216,006 6/26/07	3,494,757 9/2/08	Renewal due between 9/2/17 and registration by 9/2/18 First use: 5/2007 (Cl. 9) 3/2007 (Cl. 42)

TRADEMARK
REEL: 005345 FRAME: 0794

COMPOSITE ENGINEERING INC. (120158-1)

TRADEMARK STATUS REPORT

APPLICANT/ FILE NO.	COUNTRY	MARK	CLASS/SERVICES	Serial No. Filing Date	Reg. No. Issue Date	STATUS
120158-1	U.S.	CEI	40 - Manufacture of metal, plastic and fiber-reinforced parts to order	85/747,163 10/5/12	4,342,498 5/28/13	Section 8 and 15 Affidavit due between 5/28/18 and 5/28/19; Renewal due between 5/28/22 and 5/28/23
120158-1	U.S.		6 - Devices for launching aerial targets, aerial drones and UAVs, namely metal rocket launching platforms 9 - Class 09: Radio-controlled aerial targets; flight control electronics and avionics in the nature of flight control stations comprised of computers, command panels, namely hardware panel in the nature of an electric control panel with electric toggle switches and flight stick in the nature of computer hardware, RF receivers and transmitters, UHF antenna kits composed of UHF antennas, ultra high frequency (UHF) and global positioning satellite (GPS) antennas, radio frequency (RF) cables, tripods, computer network switches, uninterruptable power supply, and software for operation of	85/747,193 10/5/12		3/7/13 Examiner's Amendment, will be published.

TRADEMARK
REEL: 005345 FRAME: 0795

APPLICANT/ FILE NO.	COUNTRY	MARK	CLASS/SERVICES	Serial No. Filing Date	Reg. No. Issue Date	STATUS
			ground control station and components, all for command and ground control of aerial target systems; flight control electronics and avionics, namely computers, RF cable, ethernet cable, transponders, auto pilot controls in the nature of electronic controllers for aerial vehicles, aerial targets, and drones; power line conditioners, power management unit in the nature of electronic controllers for aerial vehicles, aerial targets, and drones; and integrated flight controller in the nature of electronic controllers for aerial vehicles, aerial targets and drones, and software for command and ground control of aerial target systems 12 - Aerial drones in the nature of unmanned aerial vehicles (UAVs); unmanned aerial vehicles (UAVs); devices for launching aerial targets, aerial drones and UAVs, namely, launch trailers 13 - Devices for launching aerial targets, aerial drones and unmanned aerial vehicles (UAVs), namely expendable rocket launchers, launching systems in the nature of rocket launchers and pneumatic rocket launchers, pneumatic target launchers for aerial targets, aerial drones and unmanned aerial vehicles (UAVs), launch rails in the nature of rocket launchers, pneumatic rocket launchers			

TRADEMARK
REEL: 005345 FRAME: 0796

APPLICANT/ FILE NO.	COUNTRY	MARK	CLASS/SERVICES	Serial No. Filing Date	Reg. No. Issue Date	STATUS
120158-1	U.S.		37 – Installation, repair and maintenance and operation of aerial target systems, aerial targets and target drones; Mission support services, namely refurbishing of aerial targets and target drones 39 - Mission support services, namely launching and recovery of aerial targets and target drones 40 –Manufacture of metals, plastic and fiber-reinforced parts to order; custom fabrication and assembly of fiberglass reinforced plastic products for others, namely, high performance aerial targets and target drones 42 – Technology consultation and research in the field of aerospace engineering and high performance aerial target systems, turnkey target presentations, unmanned aerial systems development, advanced composites solutions for aerial targets, aerial target drones, and command and ground control systems	85/747,313 10/5/12	4,446,261 12/10/13	Section 8 and 15 Affidavit due between 12/10/18 and 12/10/19; Renewal due between 12/10/22 and 12/10/23
120158-1	U.S.	COMPOSITE ENGINEERING INC.	40 - Manufacture of metals, plastic and fiber-reinforced parts to order; custom fabrication and assembly of fiberglass reinforced plastic products for others, namely high performance aerial targets and target drones	85/747,365 10/5/12	4,357,228 6/25/13	Section 8&15 due between 6/25/18 and 6/26/19; Renewal due between 6/25/22 an 6/25/23

TRADEMARK
REEL: 005345 FRAME: 0797

APPLICANT/ FILE NO.	COUNTRY	MARK	CLASS/SERVICES	Serial No. Filing Date	Reg. No. Issue Date	STATUS
120158-1	Australia		37, 42	1509035 10/10/12		**Response to Office Action due 4/18/14**
120158-1	Indonesia		37	J00.2012.052684 11/1/12		Pending. Examination expected to take 2 years. POA and SOO filed.
120158-1	Indonesia		42	J00.2012.052687 11/1/12		Pending. Examination expected to take 2 years. POA and SOO filed.
120158-1	Japan		13, 37, 42	2012-081744 1010/12	5625198 10/25/13	Renewal due 10/25/23
120158-1	Malaysia		37	2012057968 10/11/12		Pending
120158-1	Malaysia		42	2012057965 10/11/12		8/21/13 Associate confirms acceptance and publication for opposition; pending

TRADEMARK
REEL: 005345 FRAME: 0798

APPLICANT/ FILE NO.	COUNTRY	MARK	CLASS/SERVICES	Serial No. Filing Date	Reg. No. Issue Date	STATUS
120158-1	S. Korea		37, 42	41-2012-0033538 10/9/12	41-0266372 8/16/13	Renewal due 8/16/23
120158-1	Taiwan		13, 37, 42	101057704 10/11/12		4/1/14 Provide Associate with instructions for responding to Office Action and amendments to classification and identification of goods, for formal response to satisfy Examiner's requirement.
120158-1	Thailand		13	866195 10/11/12		Pending
120158-1	Thailand		37	866196 10/11/12		12/9/13 Application accepted with association of other Thai marks.

TRADEMARK
REEL: 005345 FRAME: 0799

APPLICANT/ FILE NO.	COUNTRY	MARK	CLASS/SERVICES	Serial No. Filing Date	Reg. No. Issue Date	STATUS
120158-1	Thailand		40	866197 10/11/12		12/9/13 Application accepted with association of other Thai marks.
120158-1	Thailand		42	866198 10/11/12		12/9/13 Application accepted with association of other Thai marks.

TRADEMARK
REEL: 005345 FRAME: 0800

AI METRIX, INC. (Delaware corp.) (120253-1)

TRADEMARK STATUS REPORT

APPLICANT/ FILE NO.	COUNTRY	MARK	CLASS/SERVICES	Serial No. Filing Date	Reg. No. Issue Date	STATUS
120253-1	U.S.	DOPPLER VUE	9 - Computer software for monitoring and graphically depicting the performance of communications networks and components thereof	76/410,893 5/23/02	2,867,365 7/27/04	Renewal accepted 11/7/13 Second Renewal due between 7/27/23 and 7/27/24
120253-1	U.S.		9 - Telecommunications software for use in the distribution and management of data across a network	76/650,168 11/4/05	3,170,480 11/14/06	Renewal due between 11/14/15 and 11/14/16
120253-1	U.S.	NEURALSTAR	9 - Telecommunications software for use in distribution management of data across a network	76/639,104 5/20/05	3,170,447 11/14/06	Renewal due between 11/14/15 and 11/14/16 USPTO records incorrectly list Registrant as CA corp. instead of DE corp

TRADEMARK
REEL: 005345 FRAME: 0801

GENERAL MICROWAVE CORPORATION

APPLICANT/ FILE NO.	COUNTRY	MARK	CLASS/SERVICES	Serial No. Filing Date	Reg. No. Issue Date	STATUS
	U.S.	GENERAL MICROWAVE	9 – Microwave measuring equipment	72182792 12/11/63	0787130	

TRADEMARK
REEL: 005345 FRAME: 0802

COPYRIGHTS

SAT CORPORATION
COPYRIGHT STATUS REPORT

APPLICANT/ REGISTRANT	COUNTRY	NAME OF COPYRIGHT APPLICATION	REG. NO./ ISSUE DATE
SAT Corporation	**USA**	**SAT 3021**	**TX0005620254/ 2/3/2002**

SECUREINFO CORPORATION (119085-1)

COPYRIGHT STATUS REPORT

APPLICANT/ REGISTRANT	COUNTRY	NAME OF COPYRIGHT APPLICATION	REG. NO./ ISSUE DATE
SecureInfo Corporation	U.S.	RISK MANAGEMENT SYSTEM (RMS) SCREEN DISPLAY	VAu635-116 10/19/05
SecureInfo Corporation	U.S.	RISK MANAGEMENT SYSTEM (RMS) SQL DATABASE	TXu001159806 (prev. no. TXu1-209-282) 5/18/05
SecureInfo Corporation	U.S.	RISK MANAGEMENT SYSTEM (RMS) VER 3 2 06 02 WITH CONTENT	TXu001159806 (prev. no. TXu1 209-211) 5/16/05
SecureInfo Corporation	U.S.	RMS 3 2 06 QUICKSTART GUIDE	TXu1-209-292 5/27/05

TRADEMARK
REEL: 005345 FRAME: 0803

COPYRIGHT STATUS REPORT

BSC PARTNERS, LLC*

APPLICANT/ REGISTRANT	COUNTRY	NAME OF COPYRIGHT APPLICATION	REG. NO./ ISSUE DATE
BSC Partners, LLC	U.S.	ADVANCED GENERATION SIMULATOR SYSTEM (AGSS), MOTION COMPUTER SOFTWARE COMPONENT (CSC)	TXu 1-766-578 4/19/11
BSC Partners, LLC	U.S.	ADVANCED GENERATION SIMULATOR SYSTEM (AGSS), EMERGENCES AND RESPONSES COMPUTER SOFTWARE COMPONENT (CSC)	TXu 1-766-583 4/19/11
BSC Partners, LLC	U.S.	ADVANCED GENERATION SIMULATOR SYSTEM (AGSS), WEAPONS COMPUTER SOFTWARE COMPONENT (CSC)	TXu 1-766-586 4/19/11
BSC Partners, LLC	U.S.	ADVANCED GENERATION SIMULATOR SYSTEM (AGSS), AUDIO/AURAL CUE COMPUTER SOFTWARE COMPONENT (CSC)	TXu 1-766-587 4/19/11
BSC Partners, LLC	U.S.	ADVANCED GENERATION SIMULATOR SYSTEM (AGSS), VISUAL SYSTEM IMAGE GENERATOR (IG) COMPUTER SOFTWARE COMPONENT (CSC)	TXu 1-766-592 4/19/11
BSC Partners, LLC	U.S.	ADVANCED GENERATION SIMULATOR SYSTEM (AGSS), UNITS COMPUTER SOFTWARE COMPONENT (CSC)	TXu 1-766-593 4/19/11
BSC Partners, LLC	U.S.	ADVANCED GENERATION SIMULATOR SYSTEM (AGSS), FLIGHT COMPUTER SOFTWARE COMPONENT (CSC)	TXu 1-766-594 4/19/11
BSC Partners, LLC	U.S.	ADVANCED GENERATION SIMULATOR SYSTEM (AGSS), AIRCRAFT SYSTEMS COMPUTER SOFTWARE COMPONENT (CSC)	TXu 1-766-595 4/19/11
BSC Partners, LLC	U.S.	ADVANCED GENERATION SIMULATOR SYSTEM (AGSS), INSTRUCTOR OPERATOR STATION (IOS) COMPUTER SOFTWARE COMPONENT (CSC)	TXu 1-766-596 4/19/11
BSC Partners, LLC	U.S.	ADVANCED GENERATION SIMULATOR SYSTEM (AGSS), NETWORK INTERFACE COMPUTER SOFTWARE COMPONENT (CSC)	TXu 1-766-599 4/19/11
BSC Partners, LLC	U.S.	ADVANCED GENERATION SIMULATOR SYSTEM (AGSS), FORMATION FLIGHT COMPUTER SOFTWARE COMPONENT (CSC)	TXu 1-766-600 4/19/11
BSC Partners, LLC	U.S.	ADVANCED GENERATION SIMULATOR SYSTEM (AGSS), COMPUTER SYSTEMS COMPUTER SOFTWARE COMPONENT (CSC)	TXu 1-766-601 4/19/11
BSC Partners, LLC	U.S.	ADVANCED GENERATION SIMULATOR SYSTEM (AGSS), SLING LOAD COMPUTER SOFTWARE COMPONENT (CSC)	TXu 1-766-604 4/19/11
BSC Partners, LLC	U.S.	ADVANCED GENERATION SIMULATOR SYSTEM (AGSS), HOIST COMPUTER SOFTWARE COMPONENT (CSC)	TXu 1-766-605 4/19/11

TRADEMARK
REEL: 005345 FRAME: 0804

BSC Partners, LLC	U.S.	ADVANCED GENERATION SIMULATOR SYSTEM (AGSS), VISUAL SYSTEM IMAGE GENERATOR (IG) COMPUTER SOFTWARE COMPONENT (CSC)	TXu001766590 4/19/2011

*The Company will arrange for clean-up filings to link the chain of title.

COPYRIGHT STATUS REPORT

APPLICANT/ REGISTRANT	COUNTRY	NAME OF COPYRIGHT APPLICATION	REG. NO./ ISSUE DATE
Defense Systems, Inc	U.S.	OPSEC TRAINING PLAN	TxU000602108 10/28/1993
General Microwave Corporation	U.S.	FULL LINE CATALOG COMPONENTS AND INSTRUMENTS	TxU0003219165 06/19/1992
Madison Research Corporation	U.S.	INTFROMATION SYSTEM INTEGRATOR & GRAPHICALLY HIGHLIGHTED TRACKER TRACKING SYSTEM	Tx0004607020 08/05/1997
Micro Systems, Inc.	U.S.	905-873 DATA CONCENTRATOR PROGRAM	TX0002416003 10/31/1998
Summit Research Corporation	U.S.	CHARTS	TXu001071666 10/15/2002

TRADEMARK
REEL: 005345 FRAME: 0805

PATENTS

Kratos Entity Patent Status Chart
Status of U.S. & Foreign Patents and Applications

KRATOS INTEGRAL HOLDINGS, LLC

Our Reference	Country	Title	Serial No.	Filing Date	Patent No.	Issued Date	Status	Pending Action
119085-001SAT	United States	RADIO FREQUENCY IDENTIFICATION TAG FORMATTING METHOD	09/802,730	3/9/2001	6,480,100	11/12/2002	Issued	None/All Maintenance Fees Paid Exp: 7/10/2021
119085-001US1	United States	LOCATING THE SOURCE OF AN UNKNOWN SIGNAL	09/043,444	3/20/1998	6,018,312	1/25/2000	Issued	None/All Maintenance Fees Paid Exp: 9/20/2015
119085-001AT1	Austria	LOCATING THE SOURCE OF AN UNKNOWN SIGNAL	95933479.8	9/20/1995	EP0852017	7/28/1999	Issued	Annuity Due 9/20/2014
119085-001CA1	Canada	LOCATING THE SOURCE OF AN UNKNOWN SIGNAL	2,232,396	9/20/1995	2,232,396	5/7/2002	Issued	Annuity Due 9/20/2014
119085-001DE1	Germany	LOCATING THE SOURCE OF AN UNKNOWN SIGNAL	69511118.3	9/20/1995	69511118.3	7/28/1999	Issued	Annuity Due 9/20/2014
119085-001EP1	Europe	LOCATING THE SOURCE OF AN UNKNOWN SIGNAL	95933479.8	9/20/1995	EP0852017	7/28/1999	Issued	None
119085-001ES1	Spain	LOCATING THE SOURCE OF AN UNKNOWN SIGNAL	95933479.8	9/20/1995	EP0852017	7/28/1999	Issued	Annuity Due 9/20/2014
119085-001FR1	France	LOCATING THE SOURCE OF AN UNKNOWN SIGNAL	95933479.8	9/20/1995	EP0852017	7/28/1999	Issued	Annuity Due 9/20/2014
119085-001GB1	United Kingdom	LOCATING THE SOURCE OF AN UNKNOWN SIGNAL	95933479.8	9/20/1995	EP0852017	7/28/1999	Issued	Annuity Due 9/20/2014

TRADEMARK
REEL: 005345 FRAME: 0806

Our Reference	Country	Title	Serial No.	Filing Date	Patent No.	Issued Date	Status	Pending Action
119085-001IT1	Italy	LOCATING THE SOURCE OF AN UNKNOWN SIGNAL	95933479.8	9/20/1995	EP0852017	7/28/1999	Issued	Annuity Due 9/20/2014
119085-001JP1	Japan	LOCATING THE SOURCE OF AN UNKNOWN SIGNAL	09-512454	9/20/1995	3556952	5/21/2004	Issued	Annuity Due 5/21/2015
119085-001KR1	Korea	LOCATING THE SOURCE OF AN UNKNOWN SIGNAL	10-1998-0702141	9/20/1995	319993	12/24/2001	Issued	Annuity Due 12/24/2014
119085-002UTL	United States	METHOD AND APPARATUS FOR LOCATING THE SOURCE OF AN UNKNOWN SIGNAL	09/955,224	9/19/2001	6,618,009	9/9/2003	Issued	3rd Maintenance Fee Due 3/9/2015
119085-002AU1	Australia	METHOD AND APPARATUS FOR LOCATING THE SOURCE OF AN UNKNOWN SIGNAL	200063016	7/31/2000	768011	3/11/2004	Issued	Annuity Due 7/31/2014
119085-002CA1	Canada	METHOD AND APPARATUS FOR LOCATING THE SOURCE OF AN UNKNOWN SIGNAL	2,380,802	7/31/2000	2,380,802	12/16/2008	Issued	Annuity Due 7/31/2014
119085-002DE1	Germany	METHOD AND APPARATUS FOR LOCATING THE SOURCE OF AN UNKNOWN SIGNAL	00949742.x	7/31/2000	60022889.4	9/28/2005	Issued	Annuity Due 7/31/2014
119085-002EP1	Europe	METHOD AND APPARATUS FOR LOCATING THE SOURCE OF AN UNKNOWN SIGNAL	00949742.1	7/31/2000	EP1204882	9/28/2005	Issued	None
119085-002FR1	France	METHOD AND APPARATUS FOR LOCATING THE SOURCE OF AN UNKNOWN SIGNAL	00949742.1	7/31/2000	EP1204882	9/28/2005	Issued	Annuity Due 7/31/2014

TRADEMARK
REEL: 005345 FRAME: 0807

Our Reference	Country	Title	Serial No.	Filing Date	Patent No.	Issued Date	Status	Pending Action
119085-002GB1	United Kingdom	METHOD AND APPARATUS FOR LOCATING THE SOURCE OF AN UNKNOWN SIGNAL	00949742.1	7/31/2000	EP1204882	9/28/2005	Issued	Annuity Due 7/31/2014
119085-002ID1	Indonesia	METHOD AND APPARATUS FOR LOCATING THE SOURCE OF AN UNKNOWN SIGNAL	200200402	7/31/2000	N/A	N/A	Pending	Awaiting first action
119085-002IT1	Italy	METHOD AND APPARATUS FOR LOCATING THE SOURCE OF AN UNKNOWN SIGNAL	00949742.1	7/31/2000	EP1204882	9/28/2005	Issued	Annuity Due 7/31/2014
119085-002JP1	Japan	METHOD AND APPARATUS FOR LOCATING THE SOURCE OF AN UNKNOWN SIGNAL	2001-519206	7/31/2000	4782336	7/15/2011	Issued	Annuity Due 7/15/2014
119085-002KR1	Korea	METHOD AND APPARATUS FOR LOCATING THE SOURCE OF AN UNKNOWN SIGNAL	2002-7002169	7/31/2000	0810923	2/29/2008	Issued	Annuity Due 2/28/2015
119085-002LU1	Luxembourg	METHOD AND APPARATUS FOR LOCATING THE SOURCE OF AN UNKNOWN SIGNAL	00949742.1	7/31/2000	EP1204882	9/28/2005	Issued	Annuity Due 7/31/2014
119085-002MX1	Mexico	METHOD AND APPARATUS FOR LOCATING THE SOURCE OF AN UNKNOWN SIGNAL	PA/a/2002/001697	7/31/2000	227908	5/19/2005	Issued	Annuity Due 7/31/2015
119085-002SG1	Singapore	METHOD AND APPARATUS FOR LOCATING THE SOURCE OF AN UNKNOWN SIGNAL	2002005510	7/31/2000	86622	6/30/2004	Issued	Annuity Due 7/31/2014

TRADEMARK
REEL: 005345 FRAME: 0808

Our Reference	Country	Title	Serial No.	Filing Date	Patent No.	Issued Date	Status	Pending Action
119085-002ZA1	South Africa	METHOD AND APPARATUS FOR LOCATING THE SOURCE OF AN UNKNOWN SIGNAL	2002/00799	7/31/2000	2002/00799	6/25/2003	Issued	Annuity Due 7/31/2014
119085-003UTL	United States	SATELLITE EPHEMERIS ERROR	12/293,186	9/16/2008	N/A	N/A	Published	Awaiting next action.
119085-003AU1	Austria	SATELLITE EPHEMERIS ERROR	2007-232452	3/22/2007	2007232452	5/17/2012	Issued	Annuity Due 3/22/2015
119085-003BR1	Brazil	SATELLITE EPHEMERIS ERROR	PI0708831-0	3/22/2007	N/A	N/A	Pending	Annuity Due 3/22/2015
119085-003CA1	Canada	SATELLITE EPHEMERIS ERROR	2,645,572	3/22/2007	N/A	N/A	Published	Annuity Due 3/22/2015
119085-003EP1	Europe	SATELLITE EPHEMERIS ERROR	07732103.2	3/22/2007	N/A	N/A	Published	Annuity Due 3/22/2015
119085-003ID1	Indonesia	SATELLITE EPHEMERIS ERROR	200803189	3/22/2007	N/A	N/A	Pending	Awaiting first action
119085-003KR1	Korea	SATELLITE EPHEMERIS ERROR	10-2008-7026582	3/22/2007	10-1316729	10/2/2013	Issued	Annuity due 10/2/2016
119085-003MX1	Mexico	SATELLITE EPHEMERIS ERROR	MX/a/2008/012309	3/22/2007	285558	4/11/2011	Issued	Annuity Due 3/22/2016
119085-003SG1	Singapore	SATELLITE EPHEMERIS ERROR	200807051-8	3/22/2007	146261	4/29/2011	Issued	Annuity Due 3/22/2015
119085-003ZA1	South Africa	SATELLITE EPHEMERIS ERROR	2008/08080	3/22/2007	2008/08080	6/24/2009	Issued	Annuity Due 3/22/2015
119085-005UTL	United States	INCLINATION VECTOR CONTROL WITH CONTINUOUS OR QUASI-CONTINUOUS MANEUVERS	12/930,716	1/13/2011	N/A	N/A	Published	Awaiting next action.
119085-006UTL	United States	LONGITUDE-DRIFT PHASE PLANE CONTROL WITH CONTINUOUS OR QUASI-CONTINUOUS MANEUVERS	12/931,005	1/21/2011	8,448,903	5/28/2013	Issued	Broadened reissue DL 5/28/2015. 1st Maintenance fee due 11/28/2016.

TRADEMARK
REEL: 005345 FRAME: 0809

Our Reference	Country	Title	Serial No.	Filing Date	Patent No.	Issued Date	Status	Pending Action
119085-007UTL	United States	METHOD AND APPARATUS FOR LOCATING THE SOURCE OF AN UNKNOWN SIGNAL	12/312,159	4/28/2009	8,081,111	12/20/2011	Issued	1st Maintenance Fee Due 6/20/2015
119085-007AT1	Austria	METHOD AND APPARATUS FOR LOCATING THE SOURCE OF AN UNKNOWN SIGNAL	AT E579190	10/29/2007	2076788	10/10/2012	Issued	Annuity Due 10/29/2014
119085-007EP1	Europe	METHOD AND APPARATUS FOR LOCATING THE SOURCE OF AN UNKNOWN SIGNAL	07824344.1	10/29/2007	2076788	10/10/2012	Issued	None
119085-007EP2	Europe	METHOD AND APPARATUS FOR LOCATING THE SOURCE OF AN UNKNOWN SIGNAL	12159261.2	10/29/2007	N/A	N/A	Published	Annuity Due 10/29/2014
119085-007FR1	France	METHOD AND APPARATUS FOR LOCATING THE SOURCE OF AN UNKNOWN SIGNAL	07824344.1	10/29/2007	2076788	10/10/2012	Issued	Annuity due 10/29/2014
119085-007DE1	Germany	METHOD AND APPARATUS FOR LOCATING THE SOURCE OF AN UNKNOWN SIGNAL	60 2007 026 042.6	10/29/2007	2076788	10/10/2012	Issued	Annuity Due 10/29/2014
119085-007ES1	Spain	METHOD AND APPARATUS FOR LOCATING THE SOURCE OF AN UNKNOWN SIGNAL	07824344.1	10/29/2007	2076788	10/10/2012	Issued	Annuity Due 10/29/2014
119085-007GB1	United Kingdom	METHOD AND APPARATUS FOR LOCATING THE SOURCE OF AN UNKNOWN SIGNAL	0621486.0	10/28/2006	GB2443226	8 /17/2011	Issued	Annuity Due 10/28/2014

TRADEMARK
REEL: 005345 FRAME: 0810

Our Reference	Country	Title	Serial No.	Filing Date	Patent No.	Issued Date	Status	Pending Action
119085-007IT1	Italy	METHOD AND APPARATUS FOR LOCATING THE SOURCE OF AN UNKNOWN SIGNAL	3673 BE/2012	10/29/2007	2076788	10/10/2012	Issued	Annuity Due 10/29/2014
119085-007LU1	Luxembourg	METHOD AND APPARATUS FOR LOCATING THE SOURCE OF AN UNKNOWN SIGNAL	07824344.1	10/29/2007	2076788	10/10/2012	Issued	Annuity Due 10/29/2014
119085-010UTL	United States	PACKET FORWARD ERROR CORRECTION	13/649,021	10/10/2012	N/A	N/A	Pending	Awaiting first action. No foreign filing requested.
119085-011UTL	United States	ENVELOPE FEEDBACK INTERFERENCE REDUCTION AND DATA THROUGHPUT MAXIMIZATION	13/843,393	3/15/2013	N/A	N/A	Published	Awaiting first action.
119085-011PCT	International	ENVELOPE FEEDBACK INTERFERENCE REDUCTION AND DATA THROUGHPUT MAXIMIZATION	PCT/US13/60 980	09/20/2013	N/A	N/A	Published	National Phase deadline 3/21/2015
119085-012PRV	United States	ECCENTRICITY CONTROL FOR GEOSYNCHRONOUS SATELITES	61/825,436	5/20/2013	N/A	N/A	Pending	Conversion / Foreign Filing Deadline 5/20/2014
119085-015PRV	United States	INTERFACE MITIGATION TECHNIQUES TO INCREASE THE THROUGHPUT OF SPOT BEAM SATELLITES	61/930,802	1/23/2014	N/A	N/A	Pending	Conversion / Foreign Filing Deadline 1/23/2015

TRADEMARK
REEL: 005345 FRAME: 0811

Our Reference	Country	Title	Serial No.	Filing Date	Patent No.	Issued Date	Status	Pending Action
119085-016PRV	United States	PACKETIZED RADIO FREQUENCY TRANSPORT SYSTEM	61/945,652	2/27/2014	N/A	N/A	Pending	Conversion / Foreign Filing Deadline 2/27/2015
119085-AVT001	United States	COUPLED RESONATOR FILTERS FORMED BY MICROMACHINING	10/534,289	4/24/2006	7,449,979	11/11/2008	Issued	2nd Maintenance Fee Due 5/11/2016

TRADEMARK
REEL: 005345 FRAME: 0812

KRATOS TECHNOLOGY & TRAINING SOLUTIONS, INC.

Our Reference	Country	Title	Serial No.	Filing Date	Patent No.	Issued Date	Status	Pending Action
120571-SYS001	United States	CONTINUOUSLY ADAPTIVE DIGITAL VIDEO COMPRESSION SYSTEM AND METHOD FOR A WEB STREAMER	09/084,820	5/26/1998	6,091,777	7/18/2000	Issued	Expires 9/18/2017
120571-KTT07MON	United States	FIXED PARALLEL PLATE MEMS CAPACITOR MICROSENSOR ARRAY	11/542,741	10/2/2006	7,489,017	2/10/2009	Issued	Acuity Patent Group responsible for all maintenance fees. 2nd Maintenance Fee due 8/10/2016.
120571-KTT08MON	United States	METHODS FOR MAKING FIXED PARALLEL PLATE MEMS CAPACITOR MICROSENSORS AND MICROSENSOR ARRAYS	11/725,609	3/20/2007	7,393,740	7/1/2008	Issued	Acuity Patent Group responsible for all maintenance fees. 2nd Maintenance Fee due 1/1/2016.
120571-KTT09MON	United States	DENSE THIN FILM-BASED CHEMICAL SENSORS AND METHODS FOR MAKING AND USING SAME	10/677,908	10/1/2003	7,340,941	3/11/2008	Issued	Acuity Patent Group responsible for all maintenance fees. 2nd Maintenance Fee due 9/11/2015.

TRADEMARK
REEL: 005345 FRAME: 0813

KRATOS DEFENSE & SECURITY SOLUTIONS, INC.

Our Reference	Country	Title	Serial No.	Filing Date	Patent No.	Issued Date	Status	Pending Action
120571-KTT02	United States	SYSTEMS AND METHODS FOR SENSING PRESSURE	09/844,147	4/26/2001	6,856,251	2/15/2005	Issued	3rd Maintenance Fee Due 8/15/2016
120571-KTT03MON	United States	SENSOR HAVING IMPROVED SELECTIVITY	10/177,133	6/20/2002	6,864,692	3/8/2005	Issued	Acuity Patent Group responsible for all maintenance fees. 3rd Maintenance Fee due 9/8/2016
120571-KTT04MON	United States	SENSOR AND SENSOR ARRAY HAVING IMPROVED SELECTIVITY	11/082,634	3/8/2005	6,977,511	12/20/2005	Issued	Acuity Patent Group responsible for all maintenance fees and correction of small entity status. 3rd Maintenance Fee due 6/20/2017
120571-KTT06MON	United States	FIXED PARALLEL PLATE MEMS CAPACITOR MICROSENSOR AND MICROSENSOR ARRAY AND METHOD OF MAKING SAME	10/242,966	9/13/2002	7,115,969	10/3/2006	Issued	Acuity Patent Group responsible for all maintenance fees and correction of small entity status. 3rd Maintenance Fee due 4/3/2018.

TRADEMARK
REEL: 005345 FRAME: 0814

SECUREINFO CORPORATION

Our Reference	Country	Title	Serial No.	Filing Date	Patent No.	Issued Date	Status	Pending Action
120571-SIC001	United States	METHODS AND APPARATUS FOR DATA PRESERVATION AND SOFTWARE DISTRIBUTION WITHIN AN ENTERPRISE SYSTEM	10/831,322	4/26/2004	7,340,491	3/4/2008	Issued	2nd Maintenance Fee Due 9/4/2015

TRADEMARK
REEL: 005345 FRAME: 0815

CHARLESTON MARINE CONTAINERS, INC.

Our Reference	Country	Title	Serial No.	Filing Date	Patent No.	Issued Date	Status	Pending Action
119693-CMC006	United States	METHOD AND DEVICE FOR ADAPTING A CARGO CONTAINER TO DIRECTLY INTERFACE WITH AN AIRCRAFT CARGO BAY	10/427,994	5/2/2003	7,125,212	10/24/2006	Issued	3rd Maintenance Fee Due 4/24/2018
119693-CMC6DV	United States	METHOD AND DEVICE FOR ADAPTING A CARGO CONTAINER TO DIRECTLY INTERFACE WITH AN AIRCRAFT CARGO BAY	11/396,600	4/4/2006	7,252,468	8/7/2007	Issued	2nd Maintenance Fee Due 2/7/2015
119693-CMC001	United States	CONTAINER	29/215,585	10/22/2004	D536,154	1/30/2007	Issued	Expires 1/30/2021
119693-CMC002	United States	CONTAINER (QUADCON II)	29/222,225	1/28/2005	D534,330	12/26/2006	Issued	Expires 12/26/2020
119693-CMC003	United States	SHIPPING CONTAINER	29/195,318	12/10/2003	D502,547	3/1/2005	Issued	Expires 3/1/2019
119693-CMC004	United States	CONTAINER (TRICON III)	29/222,224	1/28/2005	D533,979	12/19/2006	Issued	Expires 12/19/2020
119693-CMC005	United States	CONTAINER	29/227,909	4/18/2005	D546,023	7/3/2007	Issued	Expires 7/3/2021
119693-CM6DES3	United States	CONTAINER (TRICON IV)	29/222,223	1/28/2005	D533,978	12/19/2006	Issued	Expires 12/19/2020

TRADEMARK
REEL: 005345 FRAME: 0816

AIRORLITE COMMUNICATIONS, INC.

Our Reference	Country	Title	Serial No.	Filing Date	Patent No.	Issued Date	Status	Pending Action
119086-001UTL	United States	METHOD AND APPARATUS FOR OPTIMIZING SIGNAL PROCESSING	11/652,805	1/12/2007	7,643,791	1/5/2010	Issued	2nd Maintenance Fee Due 7/5/2017
119086-001CON	United States	METHOD AND APPARATUS FOR OPTIMIZING SIGNAL PROCESSING	12/621,788	11/19/2009	8,068,803	11/29/2011	Issued	1st Maintenance Fee Due 5/29/2015
119086-002DES	United States	EMERGENCY COMMUNICATION CONTROLLER AND CONSOLE	29/283,457	8/15/2007	D610,124	2/16/2010	Issued	Expires 2/16/2024

HENRY BROS. ELECTRONICS, INC.

Our Reference	Country	Title	Serial No.	Filing Date	Patent No.	Issued Date	Status	Pending Action
119086-003UTL	United States	EMERGENCY COMMUNICATIONS CONTROLLER AND CONSOLE	12/337,864	12/18/2008	8,145,125	3/27/2012	Issued	1st Maintenance Fee Due 9/27/2015
119086-003CON	United States	EMERGENCY COMMUNICATIONS CONTROLLER AND CONSOLE	13/409,535	3/1/2012	N/A	N/A	Pending	Awaiting next action

TRADEMARK
REEL: 005345 FRAME: 0817

Digital Fusion

Our Reference	Country	Title	Serial No.	Filing Date	Patent No.	Issued Date	Status	Pending Action
120570-001UTL	United States	SYSTEM AND METHOD FOR OPTICALLY CO-REGISTERING PIXELS	12/190,447	8/12/2008	8,242,427	8/14/2012	Issued	1st maintenance fee due 2/14/2016

TRADEMARK
REEL: 005345 FRAME: 0818

Composite Engineering Inc. (CEi)

Our Reference	Country	Title	Serial No.	Filing Date	Patent No.	Issued Date	Status	Pending Action
120158-001UTL	United States	SYSTEM AND METHOD FOR FABRICATING COMPOSITE LAMINATE STRUCTURES WITH CO-LAMINATED RADAR ABSORBING MATERIAL	12/154,601	5/23/2008	7,834,799	11/16/2010	Issued	1st maintenance fee due 5/16/2014

General Microwave Corporation

Our Reference	Country	Title	Serial No.	Filing Date	Patent No.	Issued Date	Status	Pending Action
	United States	HIGH SPEED EXTERNAL INTEGRATED OPTICAL MODULATOR	08/274,313	7/13/1994	5,455,876	10/3/1995	Issued	

TRADEMARK
REEL: 005345 FRAME: 0819

EXHIBIT A
FORM OF ASSIGNMENT

THIS DOCUMENT SHALL BE HELD BY AGENT, FOR THE BENEFIT OF THE LENDERS, IN ESCROW PURSUANT TO AND IN ACCORDANCE WITH THE PROVISIONS OF THE INTELLECTUAL PROPERTY SECURITY AGREEMENT (THE "AGREEMENT"), DATED AS OF MAY 14, 2014, EXECUTED BY KRATOS DEFENSE & SECURITY SOLUTIONS, INC., A DELAWARE CORPORATION [DESCRIBE OTHER CREDIT PARTIES] (collectively, the "GRANTORS"), IN FAVOR OF SUNTRUST BANK, AS AGENT FOR THE LENDERS, AS DEFINED IN THE AGREEMENT (TOGETHER WITH ITS SUCCESSORS AND ASSIGNS, "AGENT"). BY SIGNING IN THE SPACE PROVIDED BELOW, THE UNDERSIGNED OFFICER OF AGENT CERTIFIES THAT AN EVENT OF DEFAULT, AS DEFINED IN THE AGREEMENT, HAS OCCURRED, THAT AGENT IS ENTITLED TO TAKE POSSESSION OF THE COLLATERAL UNDER THE INTERCREDITOR AGREEMENT, AND THAT AGENT HAS ELECTED TO TAKE POSSESSION OF THE COLLATERAL, AS DEFINED BELOW, AND TO RECORD THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE OR THE UNITED STATES COPYRIGHT OFFICE, AS APPLICABLE, OR IN ANY APPROPRIATE OFFICE IN ANY FOREIGN JURISDICTION IN WHICH SUCH PATENT, TRADEMARK, COPYRIGHT OR OTHER INTELLECTUAL PROPERTY INTEREST IS REGISTERED, OR UNDER WHOSE LAWS SUCH PROPERTY INTEREST HAS BEEN GRANTED. UPON RECORDING OF THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE OR THE UNITED STATES COPYRIGHT OFFICE, AS APPLICABLE, OR IN ANY APPROPRIATE OFFICE IN ANY FOREIGN JURISDICTION IN WHICH SUCH PATENT, TRADEMARK, COPYRIGHT OR OTHER INTELLECTUAL PROPERTY INTEREST IS REGISTERED, OR UNDER WHOSE LAWS SUCH PROPERTY INTEREST HAS BEEN GRANTED, THIS LEGEND SHALL CEASE TO HAVE ANY FORCE OR EFFECT.

SUNTRUST BANK,
as Agent

By:_____
Name:_____
Title:_____

TRADEMARK
REEL: 005345 FRAME: 0820

ASSIGNMENT

WHEREAS, each of the undersigned (collectively, the "Grantors"), are the owners of the Collateral, as hereinafter defined;

WHEREAS, the Grantors have executed an Intellectual Property Security Agreement, dated as of May 14, 204 (as the same may from time to time be amended, restated or otherwise modified, the "Agreement"), in favor of SUNTRUST BANK as Agent for the Lenders, as defined in the Agreement (together with its successors and assigns, "Agent"), pursuant to which the Grantors have granted to Agent, for the benefit of the Lenders, a security interest in the Collateral as security for the Obligations, as defined in the Agreement;

WHEREAS, the Agreement provides that the security interest in the Collateral is effective as of the date of the Agreement;

WHEREAS, the Agreement provides that this Assignment shall become effective upon the occurrence of an Event of Default, as defined in the Agreement, and Agent's election to take actual title to the Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, each Grantor, its successors and assigns, subject to the limitations stated in the paragraph immediately following, does hereby transfer, assign and set over unto Agent, for the benefit of the Lenders, and their respective successors, transferees and assigns, all of such Grantor's existing and future right, title and interest in, to and under (a) patents, patent registrations, patent applications, trademarks, trademark registrations, trademark applications, service marks, trade names, and copyright registrations, whether federal, state or foreign; (b) common law trademark rights, copyrights, improvements and inventions; (c) renewals, continuations, extensions, reissues and divisions of any of the foregoing; (d) rights to sue for past, present and future infringements or any other commercial tort claims relating to any of the foregoing; (e) all licenses and all income, revenue and royalties with respect to any licenses, whether registered or unregistered, and all other payments earned under contract rights, relating to any of the foregoing; (f) all general intangibles and all intangible intellectual or similar property of such Grantor connected with and symbolized by any of the foregoing; (g) goodwill associated with any of the foregoing; (h) all payments under insurance, including the returned premium upon any cancellation of insurance, (whether or not Agent or any Lender is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to any of the foregoing; and (i) Proceeds of any of the foregoing (collectively, the "Collateral"), including, but not limited to, the Collateral listed on Schedule 1 hereto that is (i) registered in the United States Copyright Office in Washington, D.C., (ii) registered in the United States Patent and Trademark Office in Alexandria, Virginia or that is the subject of pending applications in the United States Patent and Trademark Office, or (iii) registered or pending registration in any foreign jurisdiction.

This Assignment shall be effective only upon certification of an authorized officer of Agent, as provided above, that (a) an Event of Default, as defined in the Agreement, has occurred, and (b) Agent, on behalf of the Lenders, has elected to take actual title to the Collateral.

TRADEMARK
REEL: 005345 FRAME: 0821

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed by its duly Authorized Officer as of the date set forth above.

KRATOS DEFENSE & SECURITY SOLUTIONS, INC.
AVTEC SYSTEMS, INC.
BSC PARTNERS, LLC
CARLSBAD ISI, INC.
DEFENSE SYSTEMS, INCORPORATED
HAVERSTICK CONSULTING, INC.
HGS HOLDINGS, INC.
DTI ASSOCIATES, INC.
HAVERSTICK GOVERNMENT SOLUTIONS, INC.
ROCKET SUPPORT SERVICES, LLC
JMA ASSOCIATES, INC.
MADISON RESEARCH CORPORATION
GICHNER SYSTEMS GROUP, INC.
GICHNER SYSTEMS INTERNATIONAL, INC.
CHARLESTON MARINE CONTAINERS INC.
DALLASTOWN REALTY I, LLC
DALLASTOWN REALTY II, LLC
DEI SERVICES CORPORATION
SCT ACQUISITION, LLC
SCT REAL ESTATE, LLC
KPSS GOVERNMENT SOLUTIONS, INC.
KRATOS INTEGRAL HOLDINGS, LLC
KRATOS INTEGRAL SYSTEMS INTERNATIONAL, INC.
KRATOS NETWORKS, INC.
KRATOS SYSTEMS AND SOLUTIONS, INC.
KRATOS DEFENSE & ROCKET SUPPORT SERVICES, INC.
KRATOS PUBLIC SAFETY & SECURITY SOLUTIONS, INC.
KRATOS SOUTHEAST, INC.
KRATOS TEXAS, INC.
WFI NMC CORP.
KRATOS TECHNOLOGY & TRAINING SOLUTIONS, INC.
KRATOS UNMANNED SYSTEMS AND SOLUTIONS, INC.
AI METRIX, INC.

TRADEMARK
REEL: 005345 FRAME: 0822

POLEXIS, INC
REALITY BASED IT SERVICES, LTD.
SHADOW I, INC.
SHADOW II, INC.
DIGITAL FUSION, INC.
DIGITAL FUSION SOLUTIONS, INC.
SUMMIT RESEARCH CORPORATION
HENRY BROS. ELECTRONICS, INC.,
a Delaware corporation
HENRY BROS. ELECTRONICS, INC.,
a Colorado corporation
HENRY BROS. ELECTRONICS, INC.,
a New Jersey corporation
HENRY BROS. ELECTRONICS, INC.,
a California corporation
DIVERSIFIED SECURITY SOLUTIONS, INC.
HENRY BROS. ELECTRONICS, L.L.C.
NATIONAL SAFE OF CALIFORNIA
LVDM, INC.
AIRORLITE COMMUNICATIONS, INC.
HERLEY INDUSTRIES, INC.
GENERAL MICROWAVE CORPORATION
GENERAL MICROWAVE ISRAEL CORPORATION
HERLEY-CTI, INC.
STAPOR RESEARCH, INC.
MSI ACQUISITION CORP.
MICRO SYSTEMS, INC.
HERLEY - RSS, INC.
REAL TIME LOGIC, INC.
SAT CORPORATION
SECUREINFO CORPORATION

By:_____
Name:_____
Title:_____

KRATOS SOUTHWEST L.P.,

By: Kratos Texas, Inc., its General Partner

By: _____
Name: _____
Title: _____