

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM382640

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Mercury Systems, Inc.		05/02/2016	Corporation: MASSACHUSETTS
Microsemi Corp.-Memory and Storage Solutions		05/02/2016	Corporation: INDIANA
Microsemi Corp.-Security Solutions		05/02/2016	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Collateral Agent
Street Address:	901 Main Street
Internal Address:	Mail Code: TX-492-14-06
City:	Dallas
State/Country:	TEXAS
Postal Code:	75202
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	2862875	ENFORCIT
Registration Number:	4238027	ARMOR
Registration Number:	2079692	PLASTIC PLUS
Registration Number:	4238276	TRRUST-STOR
Registration Number:	4339143	TRRUST-PURGE
Registration Number:	2733445	RACE
Registration Number:	2730772	RACE SERIES
Registration Number:	2625279	RACE++ SERIES
Registration Number:	3756159	CHALLENGES DRIVE INNOVATION
Registration Number:	2550425	SERIES RACE++
Registration Number:	3752832	CPI
Registration Number:	3737370	ECHOCORE
Registration Number:	3432810	ECHOTEK
Registration Number:	4030676	ENSEMBLE

OP \$465.00 2862875

Property Type	Number	Word Mark
Registration Number:	3478050	MULTICORE PLUS
Registration Number:	3442608	POWERBLOCK
Registration Number:	2496639	POWERSTREAM
Serial Number:	86700038	ASURRE-STOR

CORRESPONDENCE DATA

Fax Number: 8009144240

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.

Phone: 8007130755

Email: Michael.Violet@wolterskluwer.com

Correspondent Name: Michael Violet

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	05/02/2016

Total Attachments: 7

- source=9. Trademark Security Agreement#page1.tif
- source=9. Trademark Security Agreement#page2.tif
- source=9. Trademark Security Agreement#page3.tif
- source=9. Trademark Security Agreement#page4.tif
- source=9. Trademark Security Agreement#page5.tif
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

1. Name of conveying party(ies):

- 1. Mercury Systems, Inc.
- 2. Microsemi Corp.-Memory and Storage Solutions
- 3. Microsemi Corp.-Security Solutions

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: 1. MA; 2. IN; 3. DE
 Other _____

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

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

Execution Date(s) May 2, 2016

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bank of America, N.A., as Collateral Agent

Street Address: 901 Main Street, Mail Code: TX-492-14-06

City: Dallas

State: TX

Country: USA Zip: 75202

- Individual(s) Citizenship _____
 Association Citizenship USA
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other _____ Citizenship _____

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

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

A. Trademark Application No.(s) Text

See Schedule I

B. Trademark Registration No.(s)

See Schedule I

Additional sheet(s) attached? Yes No

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

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

Name: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

18

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

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera
Signature

May 2, 2016
Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

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

Trademark Security Agreement

Trademark Security Agreement, dated as of May 2, 2016, by MERCURY SYSTEMS, INC., MICROSEMI CORP. – MEMORY AND STORAGE SOLUTIONS and MICROSEMI CORP. – SECURITY SOLUTIONS (individually, a “Grantor”, and, collectively, the “Grantors”), in favor of BANK OF AMERICA, N.A., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, the Grantors are party to a Security Agreement, dated as of May 2, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (other than Excluded Property) of such Grantor (collectively, “Trademark Collateral”):

- (a) Trademarks of such Grantor, including those listed on Schedule I attached hereto;
- and
- (b) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

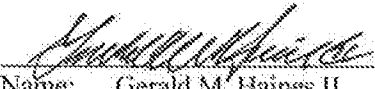
SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws of the State of New York.

[signature page follows]

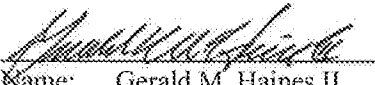
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

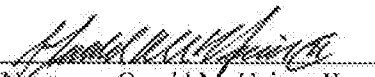
MERCURY SYSTEMS, INC.

By: 
Name: Gerald M. Haines II
Title: Executive Vice President, Chief
Financial Officer, Treasurer, Chief
Legal Officer, and Secretary

MICROSEMI CORP. – MEMORY AND STORAGE
SOLUTIONS

By: 
Name: Gerald M. Haines II
Title: Executive Vice President, Chief
Financial Officer, Treasurer, and
Secretary

MICROSEMI CORP. – SECURITY SOLUTIONS

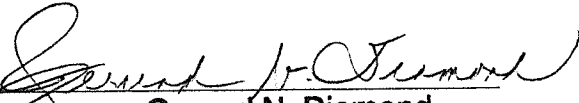
By: 
Name: Gerald M. Haines II
Title: Executive Vice President, Chief
Financial Officer, Treasurer, and
Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005782 FRAME: 0129

Accepted and Agreed:

BANK OF AMERICA, N.A.,
as Collateral Agent

By: 
Name: **Gerund N. Diamond**
Title: *Assistant Vice-President*

[Signature Page to Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Registered Trademarks

Ownership	Trademark Number	Mark
Microsemi Corp. – Security Solutions	2862875	ENFORCIT
Microsemi Corp. – Memory and Storage Solutions	4238027	ARMOR
Microsemi Corp. – Memory and Storage Solutions	2079692	PLASTIC PLUS
Microsemi Corp. – Memory and Storage Solutions	4238276	TRRUST-STOR
Microsemi Corp. – Memory and Storage Solutions	4339143	TRRUST-PURGE
Mercury Systems, Inc.	2733445	RACE
Mercury Systems, Inc.	2730772	RACE SERIES
Mercury Systems, Inc.	2625279	RACE++ SERIES
Mercury Systems, Inc.	3756159	CHALLENGES DRIVE INNOVATION
Mercury Systems, Inc.	2550425	SERIES RACE++
Mercury Systems, Inc.	3752832	CPI
Mercury Systems, Inc.	3737370	ECHOCORE
Mercury Systems, Inc.	3432810	ECHOTEK
Mercury Systems, Inc.	4030676	ENSEMBLE
Mercury Systems, Inc.	3478050	MULTICORE PLUS
Mercury Systems, Inc.	3442608	POWERBLOCK
Mercury Systems, Inc.	2496639	POWERSTREAM

Trademark Applications

Ownership	Application Number	Mark
Microsemi Corp. – Memory and Storage Solutions	86700038	ASSURE-STORE