

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM422466

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The KEYW Corporation		04/04/2017	Corporation: MARYLAND
SOTERA DEFENSE SOLUTIONS, INC.		04/04/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Royal Bank of Canada, as Administrative Agent		
Street Address:	20 King Street West, 4th Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5H 1C4		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	3986467	EGIMBAL	
Registration Number:	4066831	FLIGHT LANDATA	
Registration Number:	4098734	JOINT FORCES SENSOR	
Registration Number:	4101836	PACKET JET	
Registration Number:	3941733	CYBER WARRIOR	
Registration Number:	4055709	MILESTONE INTELLIGENCE	
Registration Number:	4628225	PARROT LABS	
Registration Number:	4617665		
Registration Number:	4871101	AEROPTIC	
Registration Number:	5021668	KEYRADAR	
Serial Number:	87134808	A	
Registration Number:	2217374	SFA	
CORRESPONDENCE DATA			
Fax Number:	2123037064		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212.318.6824		
Email:	christinedionne@paulhastings.com		
TRADEMARK			

CH \$315.00 3986467

Correspondent Name: Christine Dionne c/o Paul Hastings LLP
Address Line 1: 200 Park Avenue, 28th Floor
Address Line 4: New York, NEW YORK 10166

ATTORNEY DOCKET NUMBER: 78436.00063

NAME OF SUBMITTER: Christine Dionne

SIGNATURE: /Christine Dionne/

DATE SIGNED: 04/04/2017

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated April 4, 2017, is among the Persons listed on the signature pages hereof (collectively, the “Grantors”) and ROYAL BANK OF CANADA, as administrative agent (the “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, THE KEYW CORPORATION, a Maryland corporation (the “Borrower”) and a wholly-owned subsidiary of THE KEYW HOLDING CORPORATION, a Maryland corporation (“Parent”), Parent, each lender from time to time party thereto (collectively, the “Lenders” and individually, each a “Lender”) and Royal Bank of Canada, as Swing Line Lender, L/C Issuer and Administrative Agent have entered into a Credit Agreement dated of even date herewith (as amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder), the “Credit Agreement”);

WHEREAS, as a condition precedent to the making of the Loans by the Lenders from time to time and the issuance of Letters of Credit by the L/C Issuers from time to time, the entry into Secured Hedge Agreements by the Hedge Banks from time to time and the entry into Secured Cash Management Agreements by the Cash Management Banks from time to time, each Grantor has executed and delivered that certain Security Agreement dated April 4, 2017 among the Grantors and the Administrative Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”); and

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed thereunder to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and any other appropriate domestic governmental authorities, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. As security for the payment or performance, as the case may be, in full, of the Secured Obligations, each Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to the following to the extent governed by, arising under, pursuant to, or by virtue of, the laws of the United States of America or any state thereof (the “Collateral”):

(a) all patents, patent applications, utility models, statutory invention registrations and all inventions, including those claimed or disclosed therein and all improvements thereto (“Patents”);

(b) all trademarks, trademark applications, service marks, domain names, trade dress, logos, designs, slogans, trade names, business names, corporate names and other source identifiers, and all general intangibles of like nature whether registered or unregistered, together, in each case, with the goodwill symbolized thereby (“Trademarks”);

(c) all copyrights, including, without limitation, copyrights in Computer Software (as hereinafter defined), internet web sites and the content thereof, whether registered or unregistered (“Copyrights”);

(d) all confidential and proprietary information, including, without limitation, know-how, trade secrets, manufacturing and production processes and techniques, inventions, research and development information, databases and data, including, without limitation, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans and customer and supplier lists and information (collectively, “Trade Secrets”), and all other intellectual and intangible property of any type, including, without limitation, industrial designs and mask works;

(e) all registrations and applications for registration for any of the foregoing in the United States Patent and Trademark Office or the United States Copyright Office, as applicable, including, without limitation, the registrations and applications for registration of United States intellectual property set forth in Schedule I hereto (as may be supplemented from time to time), together with all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations thereof;

(f) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages;

provided that notwithstanding anything to the contrary contained in the foregoing clauses (a) through (e), the security interest created hereby shall not extend to, and the term “Collateral” shall not include, any Excluded Assets, including, but not limited to, any intent-to-use trademark applications prior to the filing, and acceptance by the United States Patent and Trademark Office, of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, if any, to the extent that, and solely during the period in which, the grant of a security interest therein prior to such filing and acceptance would impair the validity or enforceability of such intent-to-use trademark applications or the resulting trademark registrations under applicable federal law.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Secured Documents (as such Secured Documents may be amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations that would be owed by such Grantor to any Secured Party under the Secured Documents but for the fact that they are unenforceable or not allowable due to the effects of Debtor Relief Laws.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by telecopier or in .pdf or similar format by electronic mail shall be effective as delivery of an original executed counterpart of this Agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby

acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Governing Law; Jurisdiction; Etc. (a) THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

(b) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS FOR ITSELF AND ITS PROPERTY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT TO THE EXCLUSIVE GENERAL JURISDICTION OF THE SUPREME COURT OF THE STATE OF NEW YORK FOR THE COUNTY OF NEW YORK (THE “NEW YORK SUPREME COURT”), AND THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK (THE “FEDERAL DISTRICT COURT,” AND TOGETHER WITH THE NEW YORK SUPREME COURT, THE “NEW YORK COURTS”) AND APPELLATE COURTS FROM EITHER OF THEM; PROVIDED THAT NOTHING IN THIS AGREEMENT SHALL BE DEEMED OR OPERATE TO PRECLUDE (I) ANY AGENT FROM BRINGING SUIT OR TAKING OTHER LEGAL ACTION IN ANY OTHER JURISDICTION TO REALIZE ON THE COLLATERAL OR ANY OTHER SECURITY FOR THE OBLIGATIONS (IN WHICH CASE ANY PARTY SHALL BE ENTITLED TO ASSERT ANY CLAIM OR DEFENSE, INCLUDING ANY CLAIM OR DEFENSE THAT THIS SECTION 6 WOULD OTHERWISE REQUIRE TO BE ASSERTED IN A LEGAL ACTION OR PROCEEDING IN A NEW YORK COURT), OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER IN FAVOR OF THE ADMINISTRATIVE AGENT, (II) ANY PARTY FROM BRINGING ANY LEGAL ACTION OR PROCEEDING IN ANY JURISDICTION FOR THE RECOGNITION AND ENFORCEMENT OF ANY JUDGMENT, (III) IF ALL SUCH NEW YORK COURTS DECLINE JURISDICTION OVER ANY PERSON, OR DECLINE (OR, IN THE CASE OF THE FEDERAL DISTRICT COURT, LACK) JURISDICTION OVER ANY SUBJECT MATTER OF SUCH ACTION OR PROCEEDING, A LEGAL ACTION OR PROCEEDING MAY BE BROUGHT WITH RESPECT THERETO IN ANOTHER COURT HAVING JURISDICTION AND (IV) IN THE EVENT A LEGAL ACTION OR PROCEEDING IS BROUGHT AGAINST ANY PARTY HERETO OR INVOLVING ANY OF ITS ASSETS OR PROPERTY IN ANOTHER COURT (WITHOUT ANY COLLUSIVE ASSISTANCE BY SUCH PARTY OR ANY OF ITS SUBSIDIARIES OR AFFILIATES), SUCH PARTY FROM ASSERTING A CLAIM OR DEFENSE (INCLUDING ANY CLAIM OR DEFENSE THAT THIS SECTION 6 WOULD OTHERWISE REQUIRE TO BE ASSERTED IN A LEGAL ACTION OR PROCEEDING IN A NEW YORK COURT) IN ANY SUCH ACTION OR PROCEEDING.

(c) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT IN ANY COURT REFERRED TO IN SECTION 6(b). EACH OF THE PARTIES HERETO HEREBY 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.


(d) EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.17(d) OF THE CREDIT AGREEMENT. NOTHING IN THIS IP SECURITY AGREEMENT WILL AFFECT THE RIGHT OF

ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

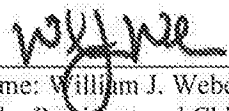
(e) EACH PARTY TO THIS IP SECURITY AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS IP SECURITY AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS IP SECURITY AGREEMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 6(e) WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

IN WITNESS WHEREOF, each Grantor and the Administrative Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

THE KEYW CORPORATION

By: 
Name: William J. Weber
Title: President and Chief Executive Officer

SOTERA DEFENSE SOLUTIONS, INC.


By: 
Name: William J. Weber
Title: President and Chief Executive Officer

[Signature Page to Intellectual Property Security Agreement]

ROYAL BANK OF CANADA,
as Administrative Agent

By:

Name:


Ann Hurley

Title:

Manager, Agency

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 006026 FRAME: 0294

INTELLECTUAL PROPERTY

I. PATENTS

Grantor	Patent Titles	Patent No.	Applic. No.	Filing Date	Issue Date
The KeyW Corporation	Computer controlled, 3-CCD camera, airborne, variable interference filter imaging spectrometer system	5,790,188	08/524,864	September 7, 1995	August 4, 1998
The KeyW Corporation	Computerized component variable interference filter imaging spectrometer system method and apparatus	6,211,906	09/165,873	October 2, 1998	April 3, 2001
The KeyW Corporation	Data storage module comprising multiple storage medium components	8,358,499	12/577,559	October 12, 2009	January 22, 2013
The KeyW Corporation	Dual-swath imaging system	8,462,209	12/492,458	June 26, 2009	June 11, 2013
The KeyW Corporation	Partial arc curvilinear direct drive servomotor	8,803,467	13/273,373	October 14, 2011	August 12, 2014
The KeyW Corporation	Packet capture deep pack inspection sensor	9,154,461	13/895,666	May 16, 2013	October 6, 2015

The KeyW Corporation	Network attack offensive appliance	9,215,208	13/966,710	August 14, 2013	December 15, 2015
The KeyW Corporation	Systems and methods for optimizing computer network operations	n/a	14/249,071	April 9, 2014	Pending
The KeyW Corporation	Electronic Data Storage with Multiple Configurable Data Storage Mediums	n/a	14/796,740	July 10, 2015	Pending
The KeyW Corporation	Modular aviation equipment rack	n/a	14/918,230	October 20, 2015	Pending
The KeyW Corporation	Utilization of Virtual Machines in a Cyber Learning Management Environment	n/a	14/947,662	November 20, 2015	Pending

II. TRADEMARKS

Grantor	Mark	Reg. No.	Applic. No.	Filing Date	Registration Date
The KeyW Corporation	EGIMBAL	3986467	77859049	October 28, 2009	June 28, 2011
The KeyW Corporation	FLIGHT LANDATA and Design	4066831	85303933	April 25, 2011	December 6, 2011
The KeyW Corporation	JOINT FORCES SENSOR	4098734	85350176	June 20, 2011	February 14, 2012
The KeyW Corporation	Packet Jet	4101836	85348935	June 17, 2011	February 21, 2012
The KeyW Corporation	Cyber Warrior	3941733	77907590	January 8, 2010	April 5, 2011
The KeyW Corporation	Milestone Intelligence Group plus mark	4055709	85271714	March 20, 2011	November 15, 2011

The KeyW Corporation	Parrot Labs and corresponding mark	4628225	86217707	March 11, 2014	October 28, 2014
The KeyW Corporation	[image of parrot]	4617665	86245408	April 8, 2014	October 7, 2014
The KeyW Corporation	Aeroptic	4871101	85951518	June 5, 2013	December 15, 2015
The KeyW Corporation	KEYRADAR	5021668	86860105	December 29, 2015	August 16, 2016
The KeyW Corporation	Aeroptic (image)	Pending	87134808	August 11, 2016	pending
Sotera Defense Solutions, Inc.	SFA	2217374	75410371	December 23, 1997	January 12, 1999

III. DOMAIN NAMES

The KeyW Corporation	Sotera Defense Solutions, Inc.
AEROPTIC.COM CYBERSIGNALINTEL.COM CYBERWARFARECONSORTIUM.COM CYBERWARFARECONSORTIUM.ORG CYBERWARFAREOFFENSIVECONSORTIUM.COM CYBERWARFAREOFFENSIVECONSORTIUM.ORG CYBERWARFAREREPORT.COM CYBERWARFAREREPORT.NET CYBERWARRIOR.NET CYNIALATION.COM CYSIGIN.COM CYSIGIN.NET CYWARFIUS.COM E-GIMBAL.COM E-GIMBAL.NET EGIMBAL.COM EGIMBAL.NET EIGPRODUCTS.COM EVERESTTSI.COM FASI.COM FLD-OVERSEAS.COM FLIGHTLANDATA.COM FLIGHTLANDATA.NET FLIGHTLANDDATA.COM GEOVANTAGE.COM ICCI-US.COM INSIGHTINFOTEC.COM INTEGRATEDCC.COM JKATECH.COM KEYW-CORP.COM	G-TECH.US G-TECH.US.COM GLOBALDEFENSETECHNOLOGY.US.COM GTEC-INC.BIZ GTEC-INC.CO GTEC-INC.COM GTEC-INC.INFO GTEC-INC.NET GTEC-INC.ORG GTEC-INC.SITE GTEC-INC.US GTEC.CO GTEC.US.COM POTOMACFUSION.COM SOTERA-DEFENSE.CO SOTERA-DEFENSE.COM SOTERA-DS.CO SOTERA-DS.COM SOTERA-INC.CO SOTERA-INC.COM SOTERA.CO SOTERA.US SOTERADEFENSE.BIZ SOTERADEFENSE.CO SOTERADEFENSE.COM SOTERADEFENSE.NET SOTERADEFENSE.ORG SOTERADEFENSE.US SOTERADEFENSESOLUTIONS.CO SOTERADEFENSESOLUTIONS.COM

KEYWCORP.COM MAXDRIVE.INFO MBFRF.ORG MDCYBERROUNDTABLE.ORG MIDATALINK.COM MIDATALINK.NET MIDATALINK.ORG PARROTLABS.COM PONTETEC.COM PONTETEC.NET PONTETEC.ORG PONTETECH.COM PONTETECHNOLOGIES.COM PONTETEK.COM POOLEINC.COM POOLEINC.NET RIVERTREE.US SAIHOST.COM SAIHOST.NET SAIHOST.ORG SANDHENTERPRISES.COM SYCAMORE.US USCYBERCORP.COM WEBMB.ORG	SOTERADEFENSESOLUTIONS.NET SOTERADEFENSESOLUTIONS.ORG SOTERADEFENSESOLUTIONS.US SOTERADS.CO SOTERADS.COM SOTERAINC.BIZ SOTERAINC.CO SOTERAINC.COM SOTERAINC.NET SOTERAINC.ORG SOTERAINC.US VALEO-INTERNATIONAL.COM SPT-INC.COM PRIMROSENET.NET
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IV. COPYRIGHTS

Grantor	Title of Work	Reg. No.	Registration Date
The KeyW Corporation	Business Courtesies (pamphlet)	Txu 1-711-169	September 2, 2008
The KeyW Corporation	THE DRESS CODE (pamphlet)	TXU 1-711-166	September 2, 2008
The KeyW Corporation	Moving Toward a Unified Threat Assessment and Analysis Tool (Text)	TXu001275167	March 18, 2009
Sotera Defense Solutions, Inc.	Silver Streak outdoor power equipment replacement parts (serial)	TX593450/CSN0031289	December 8, 1980
Sotera Defense Solutions, Inc.	Silver Streak engine parts	TX593499/CSN031288	December 8, 1980