

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM453577

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A., as Collateral Agent		11/22/2017	National Banking Association: OHIO
RECEIVING PARTY DATA			
Name:	Huntington Ingalls Incorporated (f/k/a Northrop Grumman Shipbuilding, Inc.)		
Street Address:	4104 Washington Avenue		
City:	Newport News		
State/Country:	VIRGINIA		
Postal Code:	23607		
Entity Type:	Corporation: VIRGINIA		
PROPERTY NUMBERS Total: 24			
Property Type	Number	Word Mark	
Registration Number:	4389032	HARD STUFF DONE RIGHT	
Registration Number:	4389033	HARD STUFF DONE RIGHT	
Registration Number:	4447954	HARD STUFF DONE RIGHT	
Registration Number:	4363279	NEWPORT NEWS SHIPBUILDING	
Registration Number:	4363280	NEWPORT NEWS SHIPBUILDING	
Registration Number:	4363281	NEWPORT NEWS SHIPBUILDING	
Registration Number:	4363282	INGALLS SHIPBUILDING	
Registration Number:	4363283	INGALLS SHIPBUILDING	
Registration Number:	4363284	INGALLS SHIPBUILDING	
Registration Number:	4393397	HUNTINGTON INGALLS INDUSTRIES	
Registration Number:	4385143	HUNTINGTON INGALLS INDUSTRIES	
Registration Number:	4385144	HUNTINGTON INGALLS INDUSTRIES	
Registration Number:	4318832	NN	
Registration Number:	4389250	NN	
Registration Number:	4385250	NN	
Registration Number:	4433380	HI HUNTINGTON INGALLS INDUSTRIES	
Registration Number:	4433381	HI HUNTINGTON INGALLS INDUSTRIES	
Registration Number:	4433382	HI HUNTINGTON INGALLS INDUSTRIES	
Registration Number:	4413063	NEWPORT NEWS SHIPBUILDING A DIVISION OF	
TRADEMARK			

OP \$615.00 4389032

Property Type	Number	Word Mark
Registration Number:	4405527	NEWPORT NEWS SHIPBUILDING A DIVISION OFH
Registration Number:	4374651	NEWPORT NEWS SHIPBUILDING A DIVISION OFH
Registration Number:	4430896	NEWPORT NEWS SHIPBUILDING NN
Registration Number:	4378572	NEWPORT NEWS SHIPBUILDING NN
Registration Number:	4378573	NEWPORT NEWS SHIPBUILDING NN

CORRESPONDENCE DATA

Fax Number: 8004947512

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: 202-370-4750

Email: ipteam@cogencyglobal.com

Correspondent Name: Melony Sot

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F174193 TM 1
NAME OF SUBMITTER:	Sonya Jackman
SIGNATURE:	/SONYA JACKMAN/
DATE SIGNED:	12/07/2017

Total Attachments: 6

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Release of Security Interest in Trademark Rights

THIS RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “**Release**”) is entered into as of November 22, 2017, by and among Huntington Ingalls Incorporated (f/k/a Northrop Grumman Shipbuilding, Inc.), a Virginia Corporation (the “**Assignor**”), and JPMorgan Chase Bank, N.A., as collateral agent (the “**Agent**” or the “**Assignee**”) for the lenders party to that Second Amended and Restated Credit Agreement dated as of July 13, 2015 among Huntington Ingalls Industries, Inc. (the “**Borrower**”), the lenders party thereto, and JPMorgan Chase Bank, N.A., as Administrative Agent (as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”);

WHEREAS, pursuant to the terms and conditions of that certain Amended and Restated Security Agreement dated as of July 13, 2015, by and among the Borrower, the Guarantors (as defined therein), and JPMorgan Chase Bank, N.A., as collateral agent (as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), the Assignor (or the relevant predecessor in interest, as applicable) granted to the Assignee a continuing security interest in and lien on all of their right, title and interest in and to the Trademark Collateral (as defined in each of the Trademark Security Agreement (as defined below));

WHEREAS, reference is made to that Trademark Security Agreement dated as of July 13, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified immediately prior to the date hereof, the “**Trademark Security Agreement**”), which granted to the Assignee for the benefit of the Secured Parties a continuing security interest in all of the right, title and interest of the Assignor (or the relevant predecessor in interest, as applicable) in and to the Trademark Collateral, including, without limitation, each Trademark registration and application referred to in Schedule A hereto;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office (the “**USPTO**”) on reel 5575 frame 0293;

WHEREAS, the Agent has agreed to terminate and release its security interest in and lien on the Trademark Collateral.

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

Section 1. *Release of Security Interest in Trademark Collateral.* (a) The Agent hereby terminates the Trademark Security Agreement and hereby cancels, re-pledges, reassigns and releases any and all security interests it has against the Trademark Collateral.

(b) If and to the extent the Agent has acquired any right, title or interest in, to or under any of the Trademark Collateral, the Agent hereby assigns, transfers, conveys and delivers such right, title or interest to the Assignor.

(c) The Agent hereby agrees, at the expense of the Assignor, to execute and deliver to the Assignor such additional documents, instruments and certificates, and take such other actions, as the Assignor shall reasonably request to evidence the termination of the Agent's lien on, and the release of, the Trademark Collateral.

Section 2. *Recordation of Release.* The Agent hereby authorizes and requests that the Commissioner for Trademarks in the USPTO, and any other necessary United States government officer, record this Release; it being understood that such recordation shall be at the Assignor's sole expense.

Section 3. *Counterparts.* This Release 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 when taken together shall constitute one and the same agreement.

Section 4. *Governing Law.* This Release shall be governed by and construed in accordance with the laws of the State of New York.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative:

JPMORGAN CHASE BANK, N.A., as
Collateral Agent

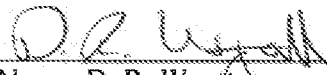
By: Robert P. Kellas
Name: Robert P. Kellas
Title: Executive Director

[Signature Page to Trademark Release]

TRADEMARK
REEL: 006223 FRAME: 0048

ACCEPTED AND ACKNOWLEDGED BY:

**HUNTINGTON INGALLS
INCORPORATED**

By: 
Name: D. R. Wyatt
Title: Treasurer

[Signature Page to Trademark Release]

**TRADEMARK
REEL: 006223 FRAME: 0049**

SCHEDULE 1

U.S. TRADEMARK REGISTRATIONS

TRADEMARK	REG. NO.	REG. DATE
HARD STUFF DONE RIGHT	4,389,032	
HARD STUFF DONE RIGHT	4,389,033	
HARD STUFF DONE RIGHT	4,447,954	
NEWPORT NEWS SHIPBUILDING	4,363,279	
NEWPORT NEWS SHIPBUILDING	4,363,280	
NEWPORT NEWS SHIPBUILDING	4,363,281	
INGALLS SHIPBUILDING	4,363,282	
INGALLS SHIPBUILDING	4,363,283	
INGALLS SHIPBUILDING	4,363,284	
HUNTINGTON INGALLS INDUSTRIES	4,393,397	
HUNTINGTON INGALLS INDUSTRIES	4,385,143	
HUNTINGTON INGALLS INDUSTRIES	4,385,144	
NN and Design (Gear)	4,318,832	
NN and Design (Gear)	4,389,250	
NN and Design (Gear)	4,385,250	
HI HUNTINGTON INGALLS INDUSTRIES and Design	4,433,380	
HI HUNTINGTON INGALLS INDUSTRIES and Design	4,433,381	
HI HUNTINGTON INGALLS INDUSTRIES and Design	4,433,382	
NEWPORT NEWS SHIPBUILDING A DIVISION OF HUNTINGTON INGALLS and NN Design	4,413,063	
NEWPORT NEWS SHIPBUILDING A DIVISION OF HUNTINGTON INGALLS and Design	4,405,527	
NEWPORT NEWS SHIPBUILDING A DIVISION OF HUNTINGTON INGALLS and Design	4,374,651	
NEWPORT NEWS SHIPBUILDING and NN Design	4,430,896	
NEWPORT NEWS SHIPBUILDING and NN Design	4,378,572	
NEWPORT NEWS SHIPBUILDING and NN Design	4,378,573	

U.S. TRADEMARK APPLICATIONS

None.

**TRADEMARK LICENSES (INFORMATION REGARDING REGISTERED
TRADEMARKS SHOULD BE INCLUDED)**

None.