

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM465473

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mercury Systems - Trusted Mission Solutions, Inc.		03/09/2018	Corporation: CALIFORNIA
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: 8			
Property Type	Number	Word Mark	
Registration Number:	3147692	THEMIS	
Registration Number:	3603780	COOLSHELL	
Registration Number:	1890833	THEMIS	
Registration Number:	4191534	NANOPAK	
Registration Number:	4184484	NANOATR	
Registration Number:	4151396	RUGGEDSTORE	
Registration Number:	5157192	HYPER-UNITY	
Serial Number:	87662153	FLEXPATH	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		

OP \$215.00 3147692

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	03/13/2018
Total Attachments: 7 source=MS - Trusted Mission Solutions, Inc. Joinder (Trademark Security Agreement)#page1.tif source=MS - Trusted Mission Solutions, Inc. Joinder (Trademark Security Agreement)#page2.tif source=MS - Trusted Mission Solutions, Inc. Joinder (Trademark Security Agreement)#page3.tif source=MS - Trusted Mission Solutions, Inc. Joinder (Trademark Security Agreement)#page4.tif source=MS - Trusted Mission Solutions, Inc. Joinder (Trademark Security Agreement)#page5.tif source=MS - Trusted Mission Solutions, Inc. Joinder (Trademark Security Agreement)#page6.tif source=MS - Trusted Mission Solutions, Inc. Joinder (Trademark Security Agreement)#page7.tif	

Trademark Security Agreement

Trademark Security Agreement, dated as of March 9, by Mercury Systems – Trusted Mission Solutions, Inc., a California corporation (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, Mercury Systems, Inc., a Massachusetts corporation (the “Borrower”), the Guarantors party thereto and the Collateral Agent, 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;

WHEREAS, the Grantor and the Collateral Agent are party to a Security Agreement Joinder, dated as of the date hereof;

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 Grantor hereby agrees 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. The 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 the Grantor (collectively, “Trademark Collateral”):

- (a) Trademarks of the 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 Grantor hereby acknowledges and affirms 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 Grantor 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. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or electronic mail shall be effective as delivery of manually executed counterpart of this Trademark Security Agreement.

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 – TRUSTED MISSION
SOLUTIONS, INC.**

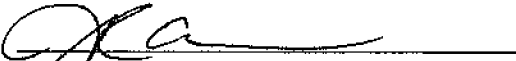
By: _____


Name: Christopher C. Cambria

Title: Executive Vice President, General Counsel,
and Secretary

Accepted and Agreed:

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

By: 
Name: Jessica Cullen
Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

Owner	Registration No.	Mark
Mercury Systems – Trusted Mission Solutions, Inc.	3,147,692	Themis®
Mercury Systems – Trusted Mission Solutions, Inc.	3,603,780	COOLSHELL®
Mercury Systems – Trusted Mission Solutions, Inc.	1,890,833	Themis®
Mercury Systems – Trusted Mission Solutions, Inc.	4,191,534	NANOPAK®
Mercury Systems – Trusted Mission Solutions, Inc.	4,184,484	NANOATR®
Mercury Systems – Trusted Mission Solutions, Inc.	4,151,396	RUGGEDSTORE®
Mercury Systems – Trusted Mission Solutions, Inc.	5,157,192	HYPER-UNITY®

Trademark Applications:

<u>Owner</u>	<u>Application No.</u>	<u>Mark</u>
Mercury Systems – Trusted Mission Solutions, Inc.	87/662,153 (Pending ITU)	FLEXPATH™