

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM527596

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECOND LIEN SECURITY INTEREST IN INTELLECTUAL PROPERTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Royal Bank of Canada		06/12/2019	Bank: CANADA

RECEIVING PARTY DATA

Name:	The KeyW Corporation
Street Address:	7740 MILESTONE PARKWAY SUITE 400
City:	HANOVER
State/Country:	MARYLAND
Postal Code:	21076
Entity Type:	Corporation: MARYLAND
Name:	Sotera Defense Solutions, Inc.
Street Address:	2121 COOPERATIVE WAY SUITE 400
City:	HERNDON
State/Country:	VIRGINIA
Postal Code:	20171
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 15

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
Registration Number:	5208091	A
Registration Number:	2217374	SFA
Registration Number:	5664842	KEYW

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Property Type	Number	Word Mark
Registration Number:	5664323	KEYW
Serial Number:	87585721	INNOVATION BEYOND EXPECTATION

CORRESPONDENCE DATA

Fax Number:

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: 2123186532
 Email: alanagramer@paulhastings.com
 Correspondent Name: ALANA GRAMER
 Address Line 1: C/O PAUL HASTINGS LLP
 Address Line 4: NEW YORK, NEW YORK 10166

NAME OF SUBMITTER:	ALANA GRAMER
SIGNATURE:	/s/ AG
DATE SIGNED:	06/12/2019

Total Attachments: 7

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RELEASE OF SECOND LIEN SECURITY INTEREST IN INTELLECTUAL PROPERTY

This **RELEASE OF SECOND LIEN SECURITY INTEREST IN INTELLECTUAL PROPERTY** (this “Release”) is dated as of June 12, 2019 and delivered by Royal Bank of Canada, in its capacity as collateral agent for the Loan Parties under the Security Agreement referred to below (in such capacity, the “Collateral Agent”), in favor of The KeyW Corporation and Sotera Defense Solutions, Inc. (each a “Grantor” and collectively, the “Grantors”). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Intellectual Property Security Agreement (as defined below), the Security Agreement (as defined below) or the Credit Agreement (as defined below), as applicable.

WHEREAS, pursuant to that certain Second Lien Credit Agreement, dated as of May 8, 2018 (as amended, amended and restated, extended, supplemented or otherwise modified in writing from time to time, the “Credit Agreement”) by and among The KeyW Corporation, a Maryland corporation (the “Borrower”), each lender from time to time party thereto and Royal Bank of Canada in its capacity as administrative agent and collateral agent for the Lenders, the Grantors and the Collateral Agent entered into that certain Second Lien Security Agreement, dated as of May 8, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) and that certain Second Lien Intellectual Property Security Agreement, dated as of May 8, 2018 (the “IP Security Agreement”).

WHEREAS, pursuant to the Security Agreement, the Grantors assigned, pledged and granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a continuing security interest in all of the Grantor’s right, title and interest in, to all of (i) their trademarks and trademark applications, including, without limitation, the trademarks and trademark applications listed on Schedule I hereto, (ii) their patents and patent applications including, without limitation, the patents and patent applications listed on Schedule II hereto and (iii) their copyrights and copyright applications, including, without limitation, the copyrights listed on Schedule III hereto, in each case to the extent the same constitute Collateral (as defined in the Security Agreement) (the “Intellectual Property”).

WHEREAS, pursuant to the IP Security Agreement, (i) a security interest in the Trademarks was recorded with the United States Patent and Trademark Office on May 8, 2018 at Reel/Frame 6328/0159, (i) a security interest in the Patents was recorded with the United States Patent and Trademark Office on May 8, 2018 at Reel/Frame 046113/0514 and (iii) a security interest in the Copyrights was filed on May 8, 2018 at Volume/Document Number 9958/266.

WHEREAS, the Collateral Agent acknowledges the full payment and performance of the Obligations, and as a result desires to terminate and release its security interest in the Intellectual Property.

NOW, THEREFORE, for and in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent, on behalf of itself and the Secured Parties, hereby terminates, releases and forever discharges any and all security interests it has in the

Intellectual Property, terminates the IP Security Agreement, and retransfers and reassigns to the Grantors without representation or warranty of any kind, express or implied, free and clear of any claims by the Collateral Agent, all right, title or interest of the Collateral Agent in, to or under the Intellectual Property of the Grantors.

This Release shall be governed by and construed in accordance with the laws of the State of New York.

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IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized signatory effective as of the date first above written.

Royal Bank of Canada,
as Collateral Agent

By: 
Name: Ann, Hurley
Title: Manager, Agency

[Signature Page to Intellectual Property Release]

TRADEMARK

REEL: 006668 FRAME: 0841

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	Modular aviation equipment rack	9,848,697	14/918,230	October 20, 2015	December 26, 2017
The KeyW Corporation	Systems and methods for optimizing computer network operations	10063429	14/249,071	April 9, 2014	August 28, 2018

The KeyW Corporation	Electronic Data Storage with Multiple Configurable Data Storage Mediums	10013172	14/796,740	July 10, 2015	July 3, 2018
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)	5208091	87134808	August 11, 2016	May 23, 2017
Sotera Defense Solutions, Inc.	SFA	2217374	75410371	December 23, 1997	January 12, 1999
The KeyW Corporation	KeyW (with parrot image)	5664842	87732565	December 22, 2017	January 29, 2019

The KeyW Corporation	KeyW	5664323	87660471	October 26, 2017	January 29, 2019
The KeyW Corporation	INNOVATION BEYOND EXPECTATION	Pending	87585721	August 28, 2017	Pending

III. DOMAIN NAMES

The KeyW Corporation	Sotera Defense Solutions, Inc.
AEROPTIC.COM	G-TECH.US
CYBERSIGNALINTEL.COM	G-TECH.US.COM
CYBERWARFARECONSORTIUM.COM	GLOBALDEFENSETECHNOLOGY.US.COM
CYBERWARFARECONSORTIUM.ORG	GTEC-INC.BIZ
CYBERWARFAREOFFENSIVECONSORTIUM.COM	GTEC-INC.CO
CYBERWARFAREOFFENSIVECONSORTIUM.ORG	GTEC-INC.COM
CYBERWARFAREREPORT.COM	GTEC-INC.INFO
CYBERWARFAREREPORT.NET	GTEC-INC.NET
CYBERWARRIOR.NET	GTEC-INC.ORG
CYNIALATION.COM	GTEC-INC.SITE
CYSIGIN.COM	GTEC-INC.US
CYSIGIN.NET	GTEC.CO
CYWARFIUS.COM	GTEC.US.COM
E-GIMBAL.COM	POTOMACFUSION.COM
E-GIMBAL.NET	SOTERA-DEFENSE.CO
EGIMBAL.COM	SOTERA-DEFENSE.COM
EGIMBAL.NET	SOTERA-DS.CO
EIGPRODUCTS.COM	SOTERA-DS.COM
EVERESTTSI.COM	SOTERA-INC.CO
FASI.COM	SOTERA-INC.COM
FLD-OVERSEAS.COM	SOTERA.CO
FLIGHTLANDATA.COM	SOTERA.US
FLIGHTLANDATA.NET	SOTERADEFENSE.BIZ
FLIGHTLANDDATA.COM	SOTERADEFENSE.CO
GEOVANTAGE.COM	SOTERADEFENSE.COM
ICCI-US.COM	SOTERADEFENSE.NET
INSIGHTINFOTEC.COM	SOTERADEFENSE.ORG
INTEGRATEDCC.COM	SOTERADEFENSE.US
JKATECH.COM	SOTERADEFENSESOLUTIONS.CO
KEYW-CORP.COM	SOTERADEFENSESOLUTIONS.COM
KEYWCORP.COM	SOTERADEFENSESOLUTIONS.NET
MAXDRIVE.INFO	SOTERADEFENSESOLUTIONS.ORG
MBFRF.ORG	SOTERADEFENSESOLUTIONS.US
MDCYBERROUNDTABLE.ORG	SOTERADS.CO
MIDATALINK.COM	SOTERADS.COM
MIDATALINK.NET	SOTERAINC.BIZ
MIDATALINK.ORG	SOTERAINC.CO
PARROTLABS.COM	SOTERAINC.COM
PONTETEC.COM	SOTERAINC.NET
PONTETEC.NET	SOTERAINC.ORG
PONTETEC.ORG	SOTERAINC.US
PONTETECH.COM	VALEO-INTERNATIONAL.COM
PONTETECHNOLOGIES.COM	SPT-INC.COM
PONTETEK.COM	PRIMROSENET.NET
POOLEINC.COM	
POOLEINC.NET	

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RIVERTREE.US
 SAIHOST.COM
 SAIHOST.NET
 SAIHOST.ORG
 SANDHENTERPRISES.COM
 SYCAMORE.US
 USCYBERCORP.COM
 WEBMB.ORG

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