

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM534629

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SOLERS INC.		07/31/2019	Corporation: VIRGINIA
RECEIVING PARTY DATA			
Name:	Macquarie Capital Funding LLC, as Collateral Agent		
Street Address:	125 West 55th Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87603820	S SOLERS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	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:	07/31/2019		
Total Attachments: 6			
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First Lien Trademark Security Agreement

First Lien Trademark Security Agreement, dated as of July 31, 2019, by SOLERS INC. (the “Pledgor”) in favor of MACQUARIE CAPITAL FUNDING LLC, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “Collateral Agent”).

WITNESSETH:

Reference is made to the First Lien Security Agreement, dated as of April 28, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), made by Peraton Corp. (f/k/a MHVC Acquisition Corp.), a Delaware corporation, and each other entity from time to time party thereto as a pledgor in favor of the Collateral Agent.

WHEREAS, the Pledgor is party to that Joinder Agreement, dated as of the date hereof, by the Pledgor, and agreed to and accepted by the Collateral Agent, pursuant to which the Pledgor is required to execute and deliver this First Lien Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to agree to and accept the Joinder Agreement, the Pledgor 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. As collateral security for the payment and performance in full of all the Secured Obligations, the Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in all of the right, title and interest of the Pledgor in, to and under the following Pledged Collateral of the Pledgor (collectively, “Trademark Collateral”):

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

SECTION 3. Security Agreement. The security interest granted pursuant to this First Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Pledgor 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. In the event that any provision of this First Lien Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

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 Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this First Lien Trademark Security Agreement.

SECTION 5. Counterparts. This First Lien 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 First Lien Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This First Lien Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this First Lien 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 (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature pages follow]

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

Very truly yours,

SOLERS INC.



By: _____

Name: K. Stuart Shea

Title: President and Chief Executive Officer

Accepted and Agreed:


MACQUARIE CAPITAL FUNDING LLC,
as Collateral Agent

By: 
Name: Stephen Mehos
Title: Authorized Signatory

By: 
Name:
Title: Michael Barrish
Authorized Signatory

SCHEDULE I
to
FIRST LIEN TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

UNITED STATES TRADEMARKS:

Mark	Jurisdiction	App. No.	Filing Date	Reg. No.	Reg. Date	Owner
 SOLERS S SOLERS & Design	United States	87603820	September 11, 2017	5463364	May 8, 2018	Solers Inc.

DOMAIN NAMES:

Domain Name	Expiration Date	Owner
emcs-solers.com		Solers Inc.
emcs-solers.net		Solers Inc.
solers.biz		Solers Inc.
solers.bz		Solers Inc.
solers.cc		Solers Inc.
solers.co		Solers Inc.
solers.com		Solers Inc.
solers.info		Solers Inc.
solers.mobi		Solers Inc.
solers.name		Solers Inc.
solers.net		Solers Inc.
solers.org		Solers Inc.
solers.tel		Solers Inc.
solers.tv		Solers Inc.
solers.us		Solers Inc.
solers.us.com		Solers Inc.
solers.ws		Solers Inc.
solers.xyz		Solers Inc.
solerspac.biz		Solers Inc.
solerspac.bz		Solers Inc.
solerspac.com		Solers Inc.
solerspac.info		Solers Inc.

Domain Name	Expiration Date	Owner
solerspac.mobi		Solers Inc.
solerspac.name		Solers Inc.
solerspac.net		Solers Inc.
solerspac.org		Solers Inc.
solerspac.tv		Solers Inc.
solerspac.us		Solers Inc.
solerspac.us.com		Solers Inc.