

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM548149

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Advantor Systems, LLC		11/04/2019	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT		
Street Address:	4 CHASE METROTECH CENTER		
City:	BROOKLYN		
State/Country:	NEW YORK		
Postal Code:	11245		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4444183	INFRATOUGH	
Registration Number:	3739699	ADVANTOR	
Registration Number:	4024092	IMONITOR	
Registration Number:	2907400	IBADGE	
Registration Number:	1933572	ADVANTOR	
Registration Number:	1993452		
Registration Number:	1993451		
Registration Number:	1993450		
Registration Number:	1993448		
Registration Number:	3277101	INFRAGUARD	
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:	202.370.4750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Jennifer Tindie		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20005		

OP \$265.00 4444183

ATTORNEY DOCKET NUMBER:	1148963
NAME OF SUBMITTER:	Annette Vera
SIGNATURE:	/Annette Vera/
DATE SIGNED:	11/05/2019

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT dated as of November 4, 2019 (this "Agreement"), between Advantur Systems, LLC, a Delaware limited liability company (the "Grantor"), and JPMorgan Chase Bank, N.A. ("JPMCB"), as Administrative Agent.

Reference is made to (a) the Credit Agreement dated as of September 17, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Vectrus, Inc. ("Holdings"), Vectrus Systems Corporation (formerly known as Exelis Systems Corporation) (the "Borrower"), the Lenders and Issuing Banks from time to time party thereto and JPMCB, as Administrative Agent, and (b) the Guarantee and Collateral Agreement dated as of September 26, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Holdings, the Borrower, the Subsidiary Loan Parties from time to time party thereto and JPMCB, as Administrative Agent. The Lenders and the Issuing Banks have extended, and have agreed to extend, credit to the Grantor subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower, will derive substantial benefits from the extension of credit to it under the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders and the Issuing Banks to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the Collateral Agreement, as applicable. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, mutatis mutandis.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor, pursuant to the Collateral Agreement, did and hereby does grant to the Administrative Agent and its permitted successors and assigns, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in, to and under the portion of the Article 9 Collateral constituting Trademarks (including those listed on Schedule I hereto but excluding any Trademarks that are Excluded Personal Property), subject to the exclusions set forth in Section 4.01(d) of the Collateral Agreement (collectively, the "Trademark Collateral").

SECTION 3. Collateral Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Administrative Agent for the benefit of the Lenders in connection with the Collateral Agreement and is expressly subject to the terms and conditions thereof. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict

between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 5. CHOICE OF LAW. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

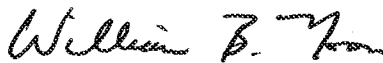
[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

ADVANTOR SYSTEMS, LLC,

by ADVANTOR SYSTEMS
CORPORATION, as sole member

by



.....
Name: William B. Noon

Title: Chief Financial Officer

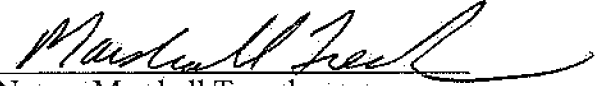
[Signature Page -- Trademark Security Agreement]

[[5248958]]

TRADEMARK
REEL: 006788 FRAME: 0172

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

by



Name: Marshall Trenckmann

Title: Executive Director





[Signature Page – Trademark Security Agreement]

[[5248638]]

TRADEMARK
REEL: 006788 FRAME: 0173

SCHEDULE I

TRADEMARKS

Registration No.	Jurisdiction	Mark	Owner	Reg. Date
4,444,183	United States	INFRATOUGH	Advantor Systems, LLC	December 3, 2013
3,739,699	United States	ADVANTOR	Advantor Systems, LLC	January 19, 2010
4,024,092	United States	IMONITOR	Advantor Systems, LLC	September 6, 2011
2,907,400	United States	IBADGE	Advantor Systems, LLC	November 30, 2004
1,933,572	United States	ADVANTOR	Advantor Systems, LLC	November 7, 1995
1,993,452	United States		Advantor Systems, LLC	August 13, 1996
1,993,451	United States		Advantor Systems, LLC	August 13, 1996
1,993,450	United States		Advantor Systems, LLC	August 13, 1996
1,993,448	United States		Advantor Systems, LLC	August 13, 1996
3,277,101	United States	INFRAGUARD	Advantor Systems, LLC	August 7, 2007