

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM630166

| | | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|------------------------------------|-------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Physical Optics Corporation | | 03/05/2021 | Corporation: CALIFORNIA |
| RECEIVING PARTY DATA | | | |
| Name: | Bank of America, N.A., as Collateral Agent | | |
| Street Address: | 101 N Tryon Street | | |
| Internal Address: | Mail Code (NC1-001-05-45) | | |
| City: | Charlotte | | |
| State/Country: | NORTH CAROLINA | | |
| Postal Code: | 28255-0001 | | |
| Entity Type: | Bank: UNITED STATES | | |
| PROPERTY NUMBERS Total: 9 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3071862 | FAERITO | |
| Registration Number: | 4105830 | MYEYE | |
| Registration Number: | 1520644 | POC | |
| Registration Number: | 1515959 | POC PHYSICAL OPTICS CORPORATION | |
| Registration Number: | 5779111 | POC PHYSICAL OPTICS CORPORATION | |
| Registration Number: | 5866155 | POC PHYSICAL OPTICS CORPORATION | |
| Registration Number: | 3980678 | TECHNOLOGY THAT MAKES A DIFFERENCE | |
| Registration Number: | 4105826 | WLINK | |
| Registration Number: | 4109055 | WPIC | |
| 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: | james.murray@wolterskluwer.com | | |
| Correspondent Name: | CT Corporation | | |
| Address Line 1: | 4400 Easton Commons Way | | |
| Address Line 4: | Suite 125, OHIO 43219 | | |

OP \$240.00 3071862

| | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| NAME OF SUBMITTER: | Doris Ka |
| SIGNATURE: | /Doris Ka/ |
| DATE SIGNED: | 03/05/2021 |
| Total Attachments: 6 source=04. Mercury - Trademark Security Agreement#page1.tif source=04. Mercury - Trademark Security Agreement#page2.tif source=04. Mercury - Trademark Security Agreement#page3.tif source=04. Mercury - Trademark Security Agreement#page4.tif source=04. Mercury - Trademark Security Agreement#page5.tif source=04. Mercury - Trademark Security Agreement#page6.tif | |

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Physical Optics Corporation

- Individual(s)
- Partnership
- Corporation- State: California
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) March 5, 2021

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bank of America, N.A., as Collateral Agent

Mail Code (NC1-001-05-45)

Street Address: 101 N Tryon Street

City: Charlotte

State: NC

Country: USA Zip: 28255-0001

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s) _____

see attached Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Doris Ka - Senior Paralegal (Intellectual Property)

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 32 Old Slip

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3569

Docket Number: Mercury (08061.1842)

Email Address: dka@cahill.com

6. Total number of applications and registrations involved:

9

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Doris Ka

Signature

March 5, 2021

Date

Doris Ka

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Trademark Security Agreement

Trademark Security Agreement, dated as of March 5, 2021 by Physical Optics Corporation, 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.

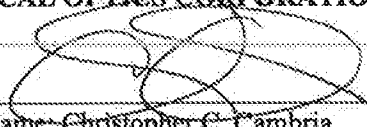
[signature page follows]

IN WITNESS WHEREOF, the 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,

PHYSICAL OPTICS CORPORATION

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:
Title:

[Physical Optics Corporation Trademark Security Agreement Joinder]

TRADEMARK
REEL: 007213 FRAME: 0559

Accepted and Agreed:

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

By: 

Name: Gerund Diamond
Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

| <u>Owner</u> | <u>Registration No.</u> | <u>Mark</u> |
|-----------------------------|-------------------------|----------------------------------------------------------|
| Physical Optics Corporation | 3071862 | FAERITO |
| Physical Optics Corporation | 4105830 | MYEYE |
| Physical Optics Corporation | 1520644 | POC & Design |
| Physical Optics Corporation | 1515959 | POC PHYSICAL OPTICS CORPORATION & Design |
| Physical Optics Corporation | 5,779,111 | POC PHYSICAL OPTICS CORPORATION & Design (w/color claim) |
| Physical Optics Corporation | 5,866,155 | POC PHYSICAL OPTICS CORPORATION Stylized & Design |
| Physical Optics Corporation | 3980678 | TECHNOLOGY THAT MAKES A DIFFERENCE |
| Physical Optics Corporation | 4105826 | WLINK |
| Physical Optics Corporation | 4109055 | WPIC |

Trademark Applications:

None.