

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM644768

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Lien Security Agreement
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Perspecta Enterprise Solutions LLC		05/06/2021	Limited Liability Company: DELAWARE
Perspecta Engineering Inc.		05/06/2021	Corporation: DELAWARE
SimAuthor, Inc.		05/06/2021	Corporation: COLORADO
Perspecta Services & Solutions Inc.		05/06/2021	Corporation: DELAWARE
Knight Point Systems, LLC		05/06/2021	Limited Liability Company: VIRGINIA
Perspecta Risk Decision Inc.		05/06/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	4 CMC, CIB DMO WLO
Internal Address:	Mail Code NY1-C413
City:	Brooklyn
State/Country:	NEW YORK
Postal Code:	11245-0001
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	4989191	VENCORE
Registration Number:	4989246	MISSION CENTERED. INNOVATION DRIVEN.
Registration Number:	2567364	FLIGHTVIZ
Registration Number:	2620879	SIMAUTHOR INCORPORATED
Registration Number:	3250929	FLIGHTANALYST
Registration Number:	5228453	SIMMS CRITICAL ASSET MANAGEMENT
Registration Number:	4841676	I D E A S GEOSPATIAL SOLUTIONS MADE EASY
Registration Number:	4667043	THE TECHNOLOGY YOU NEED. WHEN YOU NEED I
Registration Number:	4828814	HORIZON
Registration Number:	5917640	CLOUDSEED

OP \$565.00 4989191

Property Type	Number	Word Mark
Registration Number:	4937714	CLOUD SEED
Registration Number:	5113716	KNIGHT POINT SYSTEMS
Registration Number:	5089852	
Registration Number:	5078063	KNIGHT POINT SYSTEMS
Registration Number:	5058981	KNIGHT POINT SYSTEMS
Registration Number:	3211104	KNIGHT POINT SYSTEMS
Registration Number:	2000957	RIGHTSTEP
Registration Number:	2527759	SURVEYOR
Registration Number:	2543179	SURVEYOR
Registration Number:	3979968	KEYPOINT GOVERNMENT SOLUTIONS
Registration Number:	3979969	KEYPOINT
Registration Number:	3979970	KEYPOINT GOVERNMENT SOLUTIONS

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com, ECarrera@cahill.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Elaine Carrera

SIGNATURE: /Elaine Carrera/

DATE SIGNED: 05/06/2021

Total Attachments: 7

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FIRST LIEN TRADEMARK SECURITY AGREEMENT

This First Lien Trademark Security Agreement, dated as of May 6, 2021 (this “**Trademark Security Agreement**”), by Perspecta Enterprise Solutions LLC, a Delaware limited liability company, Perspecta Engineering Inc., a Delaware corporation, SimAuthor, Inc., a Colorado corporation, Perspecta Services & Solutions Inc., a Delaware corporation, Knight Point Systems, LLC, a Virginia limited liability company and Perspecta Risk Decision Inc., a Delaware corporation (each, a “**Grantor**”, and collectively, the “**Grantors**”), in favor of JPMORGAN CHASE BANK, N.A., in its capacity as administrative agent for the Secured Parties (as defined in the Security Agreement (as defined below)) (in such capacity, together with its successors and assigns, the “**Administrative Agent**”).

W I T N E S S E T H:

WHEREAS, each Grantor is party to a First Lien Security Agreement dated as of February 1, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) among Peraton Holding Corp., a Delaware corporation (“**Holdings**”), Peraton Corp., a Delaware corporation (“**P Corp.**”), Peraton Inc., a Maryland corporation (“**P Inc.**”), the other Grantors party thereto and the Administrative Agent, pursuant to which each Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders to extend credit, and the L/C Issuers to issue Letters of Credit, to the Borrowers, each Grantor hereby agrees with the Administrative 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. Each Grantor hereby pledges and grants to the Administrative 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 (excluding any and all Excluded Assets) of such Grantor:

(a) registered United States Trademarks and Trademark applications of such Grantor listed on Schedule I attached hereto and all proceeds and products of the foregoing.

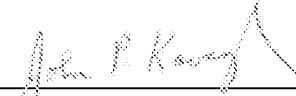
SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in furtherance, and not in limitation, of the security interest granted to the Administrative Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference 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 Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Administrative Agent shall, at the expense of each Grantor, execute, acknowledge, and deliver to each Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

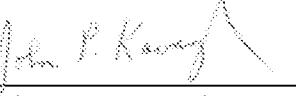
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[Signature pages follow.]

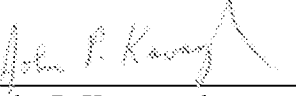
PERSPECTA ENTERPRISE SOLUTIONS LLC

By: 
Name: John P. Kavanaugh
Title: Chief Financial Officer and Treasurer

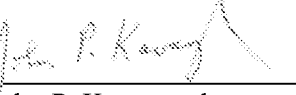
PERSPECTA ENGINEERING INC.

By: 
Name: John P. Kavanaugh
Title: Chief Financial Officer and Treasurer


SIMAUTHOR, INC.

By: 
Name: John P. Kavanaugh
Title: Chief Financial Officer and Treasurer

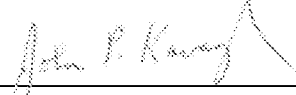
PERSPECTA SERVICES & SOLUTIONS INC.

By: 
Name: John P. Kavanaugh
Title: Chief Financial Officer and Treasurer

KNIGHT POINT SYSTEMS, LLC

By: Peraton Inc., its sole member
By: 
Name: John P. Kavanaugh
Title: Chief Financial Officer and Treasurer

PERSPECTA RISK DECISION INC.

By: 
Name: John P. Kavanaugh
Title: Chief Financial Officer and Treasurer

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




By: Robert P. Kellas
Name: Robert P. Kellas
Title: Executive Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007283 FRAME: 0045

**Schedule I
Trademark Registrations and Use Applications**

Registrations:




TRADEMARK (type)	REG./SER. NUMBER	REGISTRATION DATE	JURISDICTION	OWNER
VENCORE	4,989,191	06/28/2016	US	Vencore, Inc. ¹
MISSION CENTERED. INNOVATION DRIVEN	4,989,246	06/28/2016	US	Vencore, Inc. ²
FLIGHTVIZ	2,567,364	05/07/2002	US	SimAuthor, Inc.
	2,620,879	09/17/2002	US	SimAuthor, Inc.
FLIGHTANALYST	3,250,929	06/12/2007	US	SimAuthor, Inc.
SIMMS and Design	5,228,453	06/20/2017	US	QinetiQ North America, Inc. ³
	4,841,676	10/27/2015	US	VENCORE, INC. ⁴
THE TECHNOLOGY YOU NEED. WHEN YOU NEED IT. (std. char.)	Reg. No. 4,667,043	January 6, 2015	US	Knight Point Systems, LLC
HORIZON (std. char.)	Reg. No. 4,828,814	October 6, 2015	US	Knight Point Systems, LLC
CLOUDSEED (std. char.)	Reg. No. 5,917,640	November 26, 2019	US	Knight Point Systems, LLC
CLOUD SEED (std. char.)	Reg. No. 4,937,714	April 12, 2016	US	Knight Point Systems, LLC
 (design plus words)*	Reg. No. 5,113,716	January 3, 2017	US	Knight Point Systems, LLC

¹ Company will update record ownership to Perspecta Engineering Inc.

² Company will update record ownership to Perspecta Engineering Inc.

³ Company will update record ownership to Perspecta Services & Solutions Inc.

⁴ Company will update record ownership to Perspecta Engineering Inc.

 (design only)*	Reg. No. 5,089,852	November 29, 2016	US	Knight Point Systems, LLC
 (design plus words)*	Reg. No. 5,078,063	November 8, 2016	US	Knight Point Systems, LLC
KNIGHT POINT SYSTEMS (std. char.)*	Reg. No. 5,058,981	October 11, 2016	US	Knight Point Systems, LLC
 KNIGHT POINT (design plus words)*	Reg. No. 3,211,104	February 20, 2007	US	Knight Point Systems, LLC
RIGHTSTEP	2,000,957	US	US	HP Enterprise Services, LLC5
SURVEYOR	2,527,759	US	US	HP Enterprise Services, LLC6
SURVEYOR	2,543,179	US	US	HP Enterprise Services, LLC7
KEYPOINT GOVERNMENT SOLUTIONS	3,979,968	US	US	Keypoint Government Solutions, Inc. 8
KEYPOINT	3,979,969	US	US	Keypoint Government Solutions, Inc. 9
KEYPOINT GOVERNMENT SOLUTIONS	3,979,970	US	US	Keypoint Government Solutions, Inc. 10

Applications:

None.

⁵ Company will update record ownership to Perspecta Enterprise Solutions LLC.

⁶ Company will update record ownership to Perspecta Enterprise Solutions LLC.

⁷ Company will update record ownership to Perspecta Enterprise Solutions LLC.

⁸ Company will update record ownership to Perspecta Risk Decision Inc.

⁹ Company will update record ownership to Perspecta Risk Decision Inc.

¹⁰ Company will update record ownership to Perspecta Risk Decision Inc.