

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM756918

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Kratos SRE, Inc.		09/21/2022	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Truist Bank		
<b>Street Address:</b>	3333 Peachtree Road		
<b>Internal Address:</b>	10th Floor		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30326		
<b>Entity Type:</b>	National Banking Association: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	75980727	ULTRASPEC	
<b>Serial Number:</b>	75981127	ULTRASPEC	
<b>Serial Number:</b>	88067054	HORUS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4045818330		
<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>			
<b>Phone:</b>	404-521-3939		
<b>Email:</b>	mtydir@jonesday.com, mmisitigh@jonesday.com		
<b>Correspondent Name:</b>	Michael P. Tydir		
<b>Address Line 1:</b>	1221 Peachtree Street		
<b>Address Line 2:</b>	Suite 400		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30361		
<b>NAME OF SUBMITTER:</b>	Melanie H. Misitigh		
<b>SIGNATURE:</b>	/Melanie H. Misitigh/		
<b>DATE SIGNED:</b>	09/22/2022		
<b>Total Attachments: 5</b>			
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source=FILE Truist\_Kratos -- Trademark Security Agreement (Project Blazer) (Executed)(1533475386.1)#page5.tif

**TRADEMARK SECURITY AGREEMENT**

**THIS TRADEMARK SECURITY AGREEMENT**, dated as of September 21, 2022 (this “Security Agreement”), is made by KRATOS SRE, INC., a Delaware corporation (the “Grantor”), in favor of TRUIST BANK, as administrative agent (in such capacity, together with its successors and assigns, the “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

**WHEREAS**, KRATOS DEFENSE & SECURITY SOLUTIONS, INC., a Delaware corporation (the “Borrower”), the Lenders from time to time party thereto, the Administrative Agent and the other parties party thereto have entered into that certain Credit Agreement dated as of February 18, 2022 (as amended, restated, amended and restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the “Credit Agreement”);

**WHEREAS**, in connection with the Credit Agreement, the Borrower and the other Grantors (as defined therein) party thereto have entered into the Guaranty and Security Agreement dated as of February 18, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), in favor of the Administrative Agent for the benefit of the Secured Parties; and

**WHEREAS**, the Guaranty and Security Agreement requires the Grantor to execute and deliver this Security Agreement;

**NOW, THEREFORE**, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantor hereby agrees as follows:

**SECTION 1. Defined Terms.** Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

**SECTION 2. Grant of Security Interest in Trademark Collateral.** The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, pledges to the Administrative Agent, and grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest and whether now existing or hereafter coming into existence (the “Trademark Collateral”):

(i) all of its Trademarks and all Trademark Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

**SECTION 3. Guaranty and Security Agreement.** The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

**SECTION 4. Grantor Remains Liable.** The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.

**SECTION 5. Counterparts.** This Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

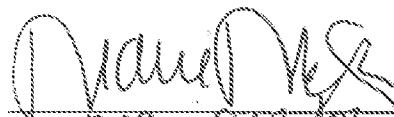
**SECTION 6. Governing Law.** This Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

**SECTION 7. Loan Document.** For avoidance of doubt, the Grantor and the Administrative Agent hereby acknowledge and agree that this Security Agreement is a Loan Document.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

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.


**KRATOS SRE, INC.**

By:   
Name: Marek Wajda  
Title: Secretary

Acknowledged and Agreed to as of the date hereof:

**ADMINISTRATIVE AGENT:**

**TRUIST BANK**

By:  \_\_\_\_\_  
Name: Anika Kirs  
Title: Director

**SCHEDULE I**

**Trademarks and Trademark Licenses**

**I. REGISTERED TRADEMARKS**

<b>GRANTOR</b>	<b>COUNTRY</b>	<b>MARK</b>	<b>SERIAL NO./ FILE DATE:</b>	<b>REG. NO./ ISSUE DATE</b>
Kratos SRE, Inc.	U.S.	UltraSpec	75980727 January 27, 1999	2483790 August 28, 2001
Kratos SRE, Inc.	U.S.	UltraSpec and Design	75981127 January 27, 1999	2521182 December 18, 2001

**II. TRADEMARK APPLICATIONS**

<b>GRANTOR</b>	<b>COUNTRY</b>	<b>MARK</b>	<b>SERIAL NO./ FILE DATE:</b>
Kratos SRE, Inc.	U.S.	HORUS	88067054 August 6, 2018

**III. TRADEMARK LICENSES**

None.