

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM347815

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HUNTINGTON INGALLS INCORPORATED		07/13/2015	CORPORATION: VIRGINIA

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Collateral Agent
Street Address:	10 S. Dearborn
Internal Address:	7th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Bank: OHIO

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	4389032	HARD STUFF DONE RIGHT
Registration Number:	4389033	HARD STUFF DONE RIGHT
Registration Number:	4447954	HARD STUFF DONE RIGHT
Registration Number:	4363279	NEWPORT NEWS SHIPBUILDING
Registration Number:	4363280	NEWPORT NEWS SHIPBUILDING
Registration Number:	4363281	NEWPORT NEWS SHIPBUILDING
Registration Number:	4363282	INGALLS SHIPBUILDING
Registration Number:	4363283	INGALLS SHIPBUILDING
Registration Number:	4363284	INGALLS SHIPBUILDING
Registration Number:	4393397	HUNTINGTON INGALLS INDUSTRIES
Registration Number:	4385143	HUNTINGTON INGALLS INDUSTRIES
Registration Number:	4385144	HUNTINGTON INGALLS INDUSTRIES
Registration Number:	4318832	NN
Registration Number:	4389250	NN
Registration Number:	4385250	NN
Registration Number:	4433380	HI HUNTINGTON INGALLS INDUSTRIES
Registration Number:	4433381	HI HUNTINGTON INGALLS INDUSTRIES
Registration Number:	4433382	HI HUNTINGTON INGALLS INDUSTRIES

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4413063	NEWPORT NEWS SHIPBUILDING A DIVISION OF
Registration Number:	4405527	NEWPORT NEWS SHIPBUILDING A DIVISION OFH
Registration Number:	4374651	NEWPORT NEWS SHIPBUILDING A DIVISION OFH
Registration Number:	4430896	NEWPORT NEWS SHIPBUILDING NN
Registration Number:	4378572	NEWPORT NEWS SHIPBUILDING NN
Registration Number:	4378573	NEWPORT NEWS SHIPBUILDING NN

CORRESPONDENCE DATA

Fax Number: 8004947512
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: 202-370-4750
Email: ipteam@nationalcorp.com
Correspondent Name: Joanna McCall
Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: National Corporate Research, LTD
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F157035
NAME OF SUBMITTER:	Sonya Jackman
SIGNATURE:	/Sonya Jackman/
DATE SIGNED:	07/13/2015

Total Attachments: 7
source=#87422005v1 - (TSA filing)reprint#page2.tif
source=#87422005v1 - (TSA filing)reprint#page3.tif
source=#87422005v1 - (TSA filing)reprint#page4.tif
source=#87422005v1 - (TSA filing)reprint#page5.tif
source=#87422005v1 - (TSA filing)reprint#page6.tif
source=#87422005v1 - (TSA filing)reprint#page7.tif
source=#87422005v1 - (TSA filing)reprint#page8.tif

TRADEMARK SECURITY AGREEMENT

July 13, 2015

WHEREAS, HUNTINGTON INGALLS INCORPORATED, a Virginia corporation (herein referred to as the “**Grantor**”) owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, HUNTINGTON INGALLS INDUSTRIES, INC. (the “**Borrower**”), the Lenders party thereto, JPMORGAN CHASE BANK, N.A., as Administrative Agent and an Issuing Bank, and Bank of America, N.A., Wells Fargo Bank, National Association, US Bank National Association, The Bank of Nova Scotia and Mizuho Bank, Ltd., each an Issuing Bank, are parties to a Second Amended and Restated Credit Agreement dated as of July 13, 2015 (originally dated as of March 11, 2011 and amended as of March 23, 2011 and as of February 16, 2012, and amended and restated as of November 6, 2013, as further amended from time to time, the “**Credit Agreement**”); and

WHEREAS, pursuant to (i) an Amended and Restated Guarantee and Security Agreement dated as of July 13, 2015 (as amended and/or supplemented from time to time, the “**Security Agreement**”) among the Borrower, the Guarantors party thereto and JPMORGAN CHASE BANK, N.A., as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “**Grantee**”), and (ii) certain other Security Documents (including this Trademark Security Agreement), the Grantor has guaranteed certain obligations of the Borrower and secured such guarantee (the “**Grantor’s Secured Guarantee**”) by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor grants to the Grantee, for the benefit of the Secured Parties, to secure the Grantor’s Secured Guarantee, a continuing security interest in all of the Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter acquired or arising:

each Trademark owned by the Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto under which a Trademark registered with the United States Patent and Trademark Office (including a Trademark that is subject to a pending application for registration) is

exclusively licensed to the Grantor, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

each Trademark License under which exclusive rights are granted to the Grantor, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

all Proceeds of the foregoing.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee for the benefit of the Secured Parties pursuant to the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral 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 of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

Terms defined in the Security Agreement and not otherwise defined herein have, as used herein, the respective meanings provided for therein.

[Signature Page Follows]


IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

HUNTINGTON INGALLS
INCORPORATED

By: O. R. Ingalls
Name: O. R. Ingalls
Title: Treasurer

Acknowledged:

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

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

Acknowledgement Page to Trademark Security Agreement

TRADEMARK
REEL: 005575 FRAME: 0298

**Schedule 1
to Trademark
Security Agreement**

HUNTINGTON INGALLS INCORPORATED

U.S. TRADEMARK REGISTRATIONS

Trademark	Owner	Country	Registration No.	Status
HARD STUFF DONE RIGHT	Huntington Ingalls Incorporated	US	4,389,032	Registered
HARD STUFF DONE RIGHT	Huntington Ingalls Incorporated	US	4,389,033	Registered
HARD STUFF DONE RIGHT	Huntington Ingalls Incorporated	US	4,447,954	Registered
NEWPORT NEWS SHIPBUILDING	Huntington Ingalls Incorporated	US	4,363,279	Registered
NEWPORT NEWS SHIPBUILDING	Huntington Ingalls Incorporated	US	4,363,280	Registered
NEWPORT NEWS SHIPBUILDING	Huntington Ingalls Incorporated	US	4,363,281	Registered
INGALLS SHIPBUILDING	Huntington Ingalls Incorporated	US	4,363,282	Registered
INGALLS SHIPBUILDING	Huntington Ingalls Incorporated	US	4,363,283	Registered
INGALLS SHIPBUILDING	Huntington Ingalls Incorporated	US	4,363,284	Registered
HUNTINGTON INGALLS INDUSTRIES	Huntington Ingalls Incorporated	US	4,393,397	Registered
HUNTINGTON INGALLS INDUSTRIES	Huntington Ingalls Incorporated	US	4,385,143	Registered

Trademark	Owner	Country	Registration No.	Status
HUNTINGTON INGALLS INDUSTRIES	Huntington Ingalls Incorporated	US	4,385,144	Registered
NN and Design (Gear)	Huntington Ingalls Incorporated	US	4,318,832	Registered
NN and Design (Gear)	Huntington Ingalls Incorporated	US	4,389,250	Registered
NN and Design (Gear)	Huntington Ingalls Incorporated	US	4,385,250	Registered
HI HUNTINGTON INGALLS INDUSTRIES and Design	Huntington Ingalls Incorporated	US	4,433,380	Registered
HI HUNTINGTON INGALLS INDUSTRIES and Design	Huntington Ingalls Incorporated	US	4,433,381	Registered
HI HUNTINGTON INGALLS INDUSTRIES and Design	Huntington Ingalls Incorporated	US	4,433,382	Registered
NEWPORT NEWS SHIPBUILDING A DIVISION OF HUNTINGTON INGALLS and NN Design	Huntington Ingalls Incorporated	US	4,413,063	Registered
NEWPORT NEWS SHIPBUILDING A DIVISION OF HUNTINGTON INGALLS and Design	Huntington Ingalls Incorporated	US	4,405,527	Registered
NEWPORT NEWS SHIPBUILDING A DIVISION OF HUNTINGTON INGALLS and Design	Huntington Ingalls Incorporated	US	4,374,651	Registered
NEWPORT NEWS SHIPBUILDING and NN Design	Huntington Ingalls Incorporated	US	4,430,896	Registered
NEWPORT NEWS SHIPBUILDING and NN Design	Huntington Ingalls Incorporated	US	4,378,572	Registered

Trademark	Owner	Country	Registration No.	Status
NEWPORT NEWS SHIPBUILDING and NN Design	Huntington Ingalls Incorporated	US	4,378,573	Registered

U.S. TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES

None.