

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM453578

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
JPMorgan Chase Bank, N.A., as Collateral Agent		11/22/2017	National Banking Association: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Huntington Ingalls Incorporated (f/k/a Northrop Grumman Shipbuilding, Inc.)		
<b>Street Address:</b>	4104 Washington Avenue		
<b>City:</b>	Newport News		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	23607		
<b>Entity Type:</b>	Corporation: VIRGINIA		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2823143	ENTERPRISE	
<b>Registration Number:</b>	2938491	VASCIC VIRGINIA ADVANCED SHIPBUILDING AN	
<b>Registration Number:</b>	2435323	90,000 TONS OF DIPLOMACY	
<b>Registration Number:</b>	2501648	4 1/2 ACRES OF SOVEREIGN U.S. TERRITORY.	
<b>Registration Number:</b>	2501647	4 1/2 ACRES OF SOVEREIGN U.S. TERRITORY	
<b>Registration Number:</b>	3207456	BUILDING FREEDOM...ONE GREAT SHIP AT A T	
<b>Registration Number:</b>	1764796	AMSEC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8004947512		
<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>	202-370-4750		
<b>Email:</b>	ipteam@coagencyglobal.com		
<b>Correspondent Name:</b>	Melony Sot		
<b>Address Line 1:</b>	1025 Vermont Ave NW, Suite 1130		
<b>Address Line 2:</b>	COGENCY GLOBAL INC.		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	F174193 TM 2		
<b>NAME OF SUBMITTER:</b>	Sonya Jackman		

OP \$190.00 2823143

<b>SIGNATURE:</b>	/SONYA JACKMAN/
<b>DATE SIGNED:</b>	12/07/2017
<b>Total Attachments: 5</b> source=Release of Security Interest in TM rights (Doc 2 of 4) (EXECUTED)#page2.tif source=Release of Security Interest in TM rights (Doc 2 of 4) (EXECUTED)#page3.tif source=Release of Security Interest in TM rights (Doc 2 of 4) (EXECUTED)#page4.tif source=Release of Security Interest in TM rights (Doc 2 of 4) (EXECUTED)#page5.tif source=Release of Security Interest in TM rights (Doc 2 of 4) (EXECUTED)#page6.tif	

**Release of Security Interest in Trademark Rights**

**THIS RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS** (this “**Release**”) is entered into as of November 22, 2017, by and among Huntington Ingalls Incorporated (f/k/a Northrop Grumman Shipbuilding, Inc.), a Virginia Corporation (the “**Assignor**”), and JPMorgan Chase Bank, N.A., as collateral agent (the “**Agent**” or the “**Assignee**”) for the lenders party to that Second Amended and Restated Credit Agreement dated as of July 13, 2015 among Huntington Ingalls Industries, Inc. (the “**Borrower**”), the lenders party thereto, and JPMorgan Chase Bank, N.A., as Administrative Agent (as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”);

**WHEREAS**, pursuant to the terms and conditions of that certain Amended and Restated Security Agreement dated as of July 13, 2015, by and among the Borrower, the Guarantors (as defined therein), and JPMorgan Chase Bank, N.A., as collateral agent (as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), the Assignor (or the relevant predecessor in interest, as applicable) granted to the Assignee a continuing security interest in and lien on all of their right, title and interest in and to the Trademark Collateral (as defined in each of the Trademark Security Agreement (as defined below));

**WHEREAS**, reference is made to that Trademark Security Agreement dated as of March 30, 2011 (as amended, restated, amended and restated, supplemented or otherwise modified immediately prior to the date hereof, the “**Trademark Security Agreement**”), which granted to the Assignee for the benefit of the Secured Parties a continuing security interest in all of the right, title and interest of the Assignor (or the relevant predecessor in interest, as applicable) in and to the Trademark Collateral, including, without limitation, each Trademark registration and application referred to in Schedule A hereto;

**WHEREAS**, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office (the “**USPTO**”) on reel 4511 frame 0158;

**WHEREAS**, the Agent has agreed to terminate and release its security interest in and lien on the Trademark Collateral.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. *Release of Security Interest in Trademark Collateral.* (a) The Agent hereby terminates the Trademark Security Agreement and hereby cancels, re-pledges, reassigns and releases any and all security interests it has against the Trademark Collateral.

(b) If and to the extent the Agent has acquired any right, title or interest in, to or under any of the Trademark Collateral, the Agent hereby assigns, transfers, conveys and delivers such right, title or interest to the Assignor.

(c) The Agent hereby agrees, at the expense of the Assignor, to execute and deliver to the Assignor such additional documents, instruments and certificates, and take such other actions, as the Assignor shall reasonably request to evidence the termination of the Agent's lien on, and the release of, the Trademark Collateral.

Section 2. *Recordation of Release.* The Agent hereby authorizes and requests that the Commissioner for Trademarks in the USPTO, and any other necessary United States government officer, record this Release; it being understood that such recordation shall be at the Assignor's sole expense.

Section 3. *Counterparts.* This Release may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.

Section 4. *Governing Law.* This Release shall be governed by and construed in accordance with the laws of the State of New York.

*[Remainder of page intentionally left blank.]*

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative:

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

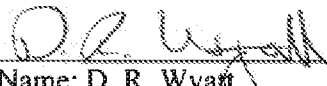
By: Robert P. Kellas  
Name: Robert P. Kellas  
Title: Executive Director

*[Signature Page to Trademark Release]*

**TRADEMARK**  
**REEL: 006223 FRAME: 0041**

ACCEPTED AND ACKNOWLEDGED BY:

**HUNTINGTON INGALLS  
INCORPORATED**


By:   
Name: D. R. Wyatt  
Title: Treasurer

[Signature Page to Trademark Release]

**TRADEMARK  
REEL: 006223 FRAME: 0042**

## SCHEDULE 1

### U.S. TRADEMARK REGISTRATIONS

TRADEMARK	REG. NO.	REG. DATE
ENTERPRISE	Serial No. 78/169502 Reg. No. 2,823,143	3/16/2014
	Serial No. 76/243647 Reg. No. 2,938,491	Decl. of Use due 4/5/2011 4/5/2015
90,000 TONS OF DIPLOMACY	Serial No. 76/018528 Reg. No. 2,435,323	3/13/2011
4 ½ ACRES OF SOVEREIGN U.S. TERRITORY. ANYTIME. ANYWHERE.	Serial No. 76/017637 Reg. No. 2,501,648	10/30/2011
4 ½ ACRES OF SOVEREIGN U.S. TERRITORY	Serial No. 76/017174 Reg. No. 2,501,647	10/30/2011
BUILDING FREEDOM...ONE GREAT SHIP AT A TIME	Serial No. 78/622189 Reg. No. 3,207,456	Decl. of Use due 2/13/2013
AMSEC	Serial No. 74/139,324 Reg. No. 1,764,796	4/13/2013

### U.S. TRADEMARK APPLICATIONS

None.

### TRADEMARK LICENSES (INFORMATION REGARDING REGISTERED TRADEMARKS SHOULD BE INCLUDED)

None.