

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM504292

<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>
Vectrus Mission Solutions Corporation	FORMERLY SENTEL CORPORATION	12/05/2018	Corporation: VIRGINIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as Administrative Agent		
<b>Street Address:</b>	4 Chase MetroTech Center		
<b>City:</b>	Brooklyn		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	11245-0001		
<b>Entity Type:</b>	Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3189443	SENTEL	
<b>Registration Number:</b>	5226043	SENTEL	
<b>Registration Number:</b>	5230596	SENTEL CORPORATION	
<b>Registration Number:</b>	5230606	BRILLIANT INNOVATIONS	
<b>Registration Number:</b>	5212051	BRILLIANT INNOVATIONS	
<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@cogencyglobal.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>	1032417 TM		
<b>NAME OF SUBMITTER:</b>	Annette Vera		
<b>SIGNATURE:</b>	/Annette Vera/		
<b>DATE SIGNED:</b>	01/03/2019		

OP \$140.00 3189443

**Total Attachments: 5**

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TRADEMARK SECURITY AGREEMENT dated as of December 5, 2018 (this "Agreement"), between Vectrus Mission Solutions Corporation (formerly known as SENTEL Corporation), a Virginia corporation (the "Grantor"), and JPMorgan Chase Bank, N.A. ("JPMCB"), as Administrative Agent.

Reference is made to (a) the Credit Agreement dated as of September 17, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Vectrus, Inc. ("Holdings"), Vectrus Systems Corporation (formerly known as Exelis Systems Corporation) (the "Borrower"), the Lenders and Issuing Banks from time to time party thereto and JPMCB, as Administrative Agent, and (b) the Guarantee and Collateral Agreement dated as of September 26, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Holdings, the Borrower, the Subsidiary Loan Parties from time to time party thereto and JPMCB, as Administrative Agent. The Lenders and the Issuing Banks have extended, and have agreed to extend, credit to the Grantor subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower, will derive substantial benefits from the extension of credit to it under the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders and the Issuing Banks to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the Collateral Agreement, as applicable. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, mutatis mutandis.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor, pursuant to the Collateral Agreement, did and hereby does grant to the Administrative Agent and its permitted successors and assigns, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in, to and under the portion of the Article 9 Collateral constituting Trademarks (including those listed on Schedule I hereto but excluding any Trademarks that are Excluded Personal Property), subject to the exclusions set forth in Section 4.01(d) of the Collateral Agreement (collectively, the "Trademark Collateral").

SECTION 3. Collateral Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Administrative Agent for the benefit of the Lenders in connection with the Collateral Agreement and is expressly subject to the terms and conditions thereof. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict

between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 5. CHOICE OF LAW. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

VECTRUS MISSION SOLUTIONS  
CORPORATION (F/K/A SENTEL  
CORPORATION), as Grantor,

By:  \_\_\_\_\_

Name: Matthew M. Klein  
Title: Chief Financial Officer

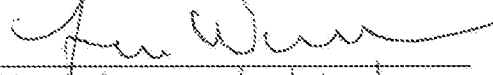
[Signature Page – Trademark Security Agreement]

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**TRADEMARK**  
**REEL: 006516 FRAME: 0238**

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

by



Name: Laura Viscovich

Title: Vice President

[Signature Page – Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006516 FRAME: 0239**

**SCHEDULE I**

Trademarks

<b>Juris.</b>	<b>Owner</b>	<b>App. No.</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Mark + Notes</b>
US	Vectrus Mission Solutions Corporation (f/k/a SENTEL Corporation)	78819 245	3,189,443	Dec 26, 2006	<b>SENTEL</b>
US	Vectrus Mission Solutions Corporation (f/k/a SENTEL Corporation)	86954 178	5,226,043	Jun 20, 2017	<b>SENTEL</b>
US	Vectrus Mission Solutions Corporation (f/k/a SENTEL Corporation)	86970 382	5,230,596	Jun 27, 2017	
US	Vectrus Mission Solutions Corporation (as successor by Merger with Brilliant Innovations Inc.)	86972 086	5,230,606	Jun 27, 2017	
US	Vectrus Mission Solutions Corporation (as successor by Merger with Brilliant Innovations Inc.)	8703024 7	5,212,051	May 30, 2017	BRILLIANT INNOVATIONS