

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM711532

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	3		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kratos Defense & Security Solutions, Inc.		02/18/2022	Corporation: DELAWARE
Gichner Systems Group, Inc.		02/18/2022	Corporation: DELAWARE
Kratos Antenna Solutions Corporation		02/18/2022	Corporation: DELAWARE
Kratos Integral Holdings, LLC		02/18/2022	Limited Liability Company: MARYLAND
Kratos Technology & Training Solutions, Inc.		02/18/2022	Corporation: CALIFORNIA
Micro Systems, Inc.		02/18/2022	Corporation: FLORIDA
SAT Corporation		02/18/2022	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Truist Bank, as Administrative Agent		
Street Address:	3333 Peachtree Road		
Internal Address:	10th Floor		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30326		
Entity Type:	Banking Corporation: NORTH CAROLINA		
PROPERTY NUMBERS Total: 41			
Property Type	Number	Word Mark	
Registration Number:	3623711	KRATOS	
Registration Number:	3715806	KRATOS DEFENSE & SECURITY SOLUTIONS	
Registration Number:	3785199	KRATOS DEFENSE & SECURITY SOLUTIONS	
Registration Number:	3592181	KRATOS DEFENSE & SECURITY SOLUTIONS	
Registration Number:	3592182	KRATOS DEFENSE & SECURITY SOLUTIONS	
Registration Number:	3627791	KRATOS DEFENSE & SECURITY SOLUTIONS	
Registration Number:	3640405	KRATOS	
Registration Number:	3623755	FROM STRENGTH TO SUCCESS	
Registration Number:	3640404	KRATOS DEFENSE	

CH \$1040.00 3623711

Property Type	Number	Word Mark
Registration Number:	3983805	KRATOS
Registration Number:	4898840	CYBERC4
Registration Number:	6577000	OPENSOURCE
Registration Number:	5992529	READY FOR WHAT'S NEXT
Registration Number:	4474718	EPOCH
Registration Number:	4477628	EPOCH IPS
Registration Number:	4477629	EPOCH T&C
Registration Number:	4765022	QUANTUMCMD
Registration Number:	4863590	QUANTUM COMMAND
Registration Number:	4765070	SPECTRALNET
Registration Number:	3123564	TRICOLD
Registration Number:	2854549	LSA
Registration Number:	4442102	COMPASS
Registration Number:	2718505	SATID
Registration Number:	5240617	RT LOGIC
Registration Number:	4185208	RT LOGIC
Registration Number:	3993807	WEBIC
Registration Number:	2673042	MONICS
Registration Number:	3597999	SAT-DSA
Registration Number:	2727623	SIGMON
Registration Number:	2970216	SECUREINFO
Registration Number:	2867365	DOPPLER VUE
Registration Number:	3170480	
Registration Number:	3170447	NEURALSTAR
Registration Number:	5335938	M-PAK
Registration Number:	5335939	M-PAK DRIVERLESS TECHNOLOGY
Registration Number:	5089156	TRIFOLD
Registration Number:	4663691	SPIRA-CONE
Registration Number:	1342339	
Registration Number:	2603866	TELEMETRIX
Registration Number:	4877978	SAT
Serial Number:	88351084	KRATOS OPENSOURCE

CORRESPONDENCE DATA

Fax Number: 4045818330

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: 4045818136

Email: mtydir@jonesday.com

Correspondent Name: Michael Tydir, Jones Day
Address Line 1: 1221 Peachtree Street, NE
Address Line 2: Suite 400
Address Line 4: Atlanta, GEORGIA 30361

NAME OF SUBMITTER: Michael Tydir

SIGNATURE: /Michael Tydir/

DATE SIGNED: 03/02/2022

Total Attachments: 9

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Trademark Security Agreement

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 18, 2022 (this “Security Agreement”), is made by EACH OF THE UNDERSIGNED GRANTORS (the “Grantors”), 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 each 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, each 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. Each 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 such 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 such 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 each 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. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such 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, each 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, each 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.

GRANTORS:

KRATOS DEFENSE & SECURITY
SOLUTIONS, INC.
GICHNER SYSTEMS GROUP, INC.
KRATOS ANTENNA SOLUTIONS
CORPORATION
KRATOS INTEGRAL HOLDINGS, LLC
KRATOS TECHNOLOGY & TRAINING
SOLUTIONS, INC.
MICRO SYSTEMS, INC.
SAT CORPORATION

By: _____



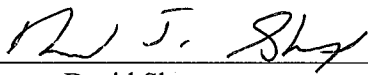
Name: Deanna H. Lund

Title: Executive Vice President & Chief
Financial Officer

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

TRUIST BANK

By: 
Name: David Sharp
Title: Director



[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007647 FRAME: 0423


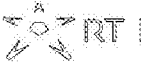

SCHEDULE I


Trademarks and Trademark Licenses

I. REGISTERED TRADEMARKS

OWNER	COUNTRY	MARK	SERIAL NO./ FILE DATE:	REG. NO./ ISSUE DATE
Kratos Defense & Security Solutions, Inc.	U.S.	KRATOS	77/248,392 8/6/07	3,623,711 5/19/09
Kratos Defense & Security Solutions, Inc.	U.S.	KRATOS DEFENSE & SECURITY SOLUTIONS	77/248,414 8/6/07	3,715,806 11/24/09
Kratos Defense & Security Solutions, Inc.	U.S.	KRATOS DEFENSE & SECURITY SOLUTIONS	77/248,436 8/6/07	3,785,199 5/4/10
Kratos Defense & Security Solutions, Inc.	U.S.	KRATOS DEFENSE & SECURITY SOLUTIONS	77/248,442 8/6/07	3,592,181 3/17/09
Kratos Defense & Security Solutions, Inc.	U.S.	KRATOS DEFENSE & SECURITY SOLUTIONS	77/248,457 8/6/07	3,592,182 3/17/09
Kratos Defense & Security Solutions, Inc.	U.S.	KRATOS DEFENSE & SECURITY SOLUTIONS and Design 	77/267,720 8/29/07	3,627,791 5/26/09
Kratos Defense & Security Solutions, Inc.	U.S.	KRATOS and Design 	77/267,714 8/29/07	3,640,405 6/16/09

OWNER	COUNTRY	MARK	SERIAL NO/ FILE DATE:	REG. NO/ ISSUE DATE
Kratos Defense & Security Solutions, Inc.	U.S.	FROM STRENGTH TO SUCCESS	77/267,704 8/29/07	3,623,755 5/19/09
Kratos Defense & Security Solutions, Inc.	U.S.	KRATOS DEFENSE	77/267,680 8/29/07	3,640,404 6/16/09
Kratos Defense & Security Solutions, Inc.	U.S.	KRATOS	85/015,106 4/15/10	3,983,805 6/28/11
Kratos Defense & Security Solutions, Inc.	U.S.	CYBERC4	85/613,591 5/1/12	4,898,840 2/9/16
Kratos Defense & Security Solutions, Inc.	U.S.	OPENSPACE	88351070 3/21/19	6577000 11/30/21
Kratos Defense & Security Solutions, Inc.	U.S.	READY FOR WHAT'S NEXT	88351109 3/21/19	5992529 2/18/20
Kratos Technology & Training Solutions, Inc.	U.S.	EPOCH	85/958,352 6/12/13	4,474,718 1/28/14
Kratos Technology & Training Solutions, Inc.	U.S.	EPOCH IPS	85/958,358 6/12/13	4,477,628 2/4/14
Kratos Technology & Training Solutions, Inc.	U.S.	EPOCH T&C	85/958,364 6/12/13	4,477,629 2/4/14
Kratos Technology & Training Solutions, Inc.	U.S.	QUANTUM CMD	85/959,550 6/13/13	4,765,022 6/30/15
Kratos Technology & Training Solutions, Inc.	U.S.	QUANTUM COMMAND	85/959,574 6/13/13	4,863,590 12/1/15

OWNER	COUNTRY	MARK	SERIAL NO./ FILE DATE:	REG. NO./ ISSUE DATE
Kratos Technology & Training Solutions, Inc.	U.S.	SPECTRAL NET	86/022,838 7/29/13	4,765,070 6/30/15
Gichner Systems Group, Inc.	U.S.	TRICOLD	78/693,295 8/16/05	3,123,564 8/1/06
Gichner Systems Group, Inc.	U.S.	LSA	86/415,497 5/15/02	2,854,549 6/15/04
Kratos Integral Holdings, LLC	U.S.		85197879 12/14/10	4,442,102 12/3/13
Kratos Integral Holdings, LLC	U.S.	SATID	76198559 1/24/01	2,718,505 5/27/03
Kratos Integral Holdings, LLC	U.S.	RT LOGIC and Design 	87246009 11/22/16	5,240,617 7/11/17
Kratos Integral Holdings, LLC	U.S.	RT LOGIC	85/349,043 6/17/2011	4,185,208 8/7/12
Kratos Integral Holdings, LLC	U.S.	WEBIC	85200149 12/16/10	3993807 7/12/11
SAT Corporation	U.S.	MONICS	76/245,440 4/23/01	2,673,042 1/7/03
SAT Corporation	U.S.	SAT-DSA	77/549,477 8/18/08	3,597,999 3/31/09
SAT Corporation	U.S.	SIGMON	76/091,683 7/17/00	2,727,623 6/17/03
Kratos Technology & Training Solutions, Inc.	U.S.	SECUREINF O	78350315 1/11/04	2970216 7/19/05
Kratos Technology & Training Solutions, Inc.	U.S.	DOPPLER VUE	76/410,893 5/23/02	2,867,365 7/27/04
Kratos Technology & Training Solutions, Inc.	U.S.		76/650,168 11/4/05	3,170,480 11/14/06

OWNER	COUNTRY	MARK	SERIAL NO./ FILE DATE:	REG. NO./ ISSUE DATE
Kratos Technology & Training Solutions, Inc.	U.S.	NEURALSTAR	76/639,104 5/20/05	3,170,447 11/14/06
Micro Systems, Inc.	U.S.	M-PAK	86/790,953 10/16/15	5335938 11/14/17
Micro Systems, Inc.	U.S.	M-PAK DRIVERLESS TECHNOLOGY and Design	86/790,988 10/16/15	5335939 11/14/17
Kratos Antenna Solutions Corporation	U.S.	TRIFOLD	86708301 7/29/15	5089156 11/29/16
Kratos Antenna Solutions Corporation	U.S.	SPIRA-CONE	86290595 5/23/14	4663691 12/30/14
Kratos Antenna Solutions Corporation	U.S.	Design Only 	73504106 10/16/84	1342339 6/18/85
Kratos Integral Holdings, LLC	U.S.	TELEMETRIX	76161079 11/8/00	2603866 8/6/02
Secure Access Technologies Inc. AKA SAT CORPORATION	U.S.	SAT	86071279 9/22/13	4877978 12/29/15

II. TRADEMARK APPLICATIONS

OWNER	COUNTRY	MARK	SERIAL NO./ FILE DATE:
Kratos Defense & Security Solutions, Inc.	U.S.	KRATOS OPENSOURCE	88351084 3/21/19

III. TRADEMARK LICENSES

None.