

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5160309

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	SECURITY AGREEMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	GERMANE SYSTEMS, LC	09/25/2018
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	BANK OF AMERICA, N.A., AS COLLATERAL AGENT	
<b>Street Address:</b>	101 N TRYON STREET	
<b>Internal Address:</b>	ONE INDEPENDENCE CENTER, MAIL CODE: NC1-001-05-45	
<b>City:</b>	CHARLOTTE	
<b>State/Country:</b>	NORTH CAROLINA	
<b>Postal Code:</b>	28255-0001	
<b>PROPERTY NUMBERS Total: 6</b>		
	<b>Property Type</b>	<b>Number</b>
	Patent Number:	9853381
	Patent Number:	9608364
	Patent Number:	9252528
	Patent Number:	9075581
	Patent Number:	8824131
	Patent Number:	8564939
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(800)914-4240	
<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>	800-713-0755	
<b>Email:</b>	Michael.Violet@wolterskluwer.com	
<b>Correspondent Name:</b>	CT CORPORATION	
<b>Address Line 1:</b>	4400 EASTON COMMONS WAY	
<b>Address Line 2:</b>	SUITE 125	
<b>Address Line 4:</b>	COLUMBUS, OHIO 43219	
<b>NAME OF SUBMITTER:</b>	DORIS KA	
<b>SIGNATURE:</b>	/Doris Ka/	
<b>DATE SIGNED:</b>	09/26/2018	

**Total Attachments: 7**

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source=Mercury Systems, Inc. - Patent Security Agreement (Germane Systems) (Executed)#page2.tif

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RECORDATION FORM COVER SHEET  
**PATENTS ONLY**

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)**

Germane Systems, LC

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

**3. Nature of conveyance/Execution Date(s):**

Execution Date(s) September 25, 2018

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Joint Research Agreement  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☐ Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Name: Bank of America, N.A., as Collateral Agent

Internal Address: Mail Code: NC1-001-05-45

One Independence Center

Street Address: 101 N Tryon Street

City: Charlotte

State: NC

Country: USA Zip: 28255-0001

Additional name(s) & address(es) attached? ☐ Yes ☒ No

**4. Application or patent number(s):**

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

see attached Schedule I

Additional numbers attached? ☒ Yes ☐ No

**5. Name and address to whom correspondence concerning document should be mailed:**

Name: Doris Ka, Legal Assistant

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York

State: New York Zip: 10005

Phone Number: (212) 701-3569

Docket Number: 08061.1622

Email Address: dka@cahill.com

**6. Total number of applications and patents involved:** 6

**7. Total fee (37 CFR 1.21(h) & 3.41) \$** \_\_\_\_\_

- ☐ Authorized to be charged to deposit account  
☐ Enclosed  
☐ None required (government interest not affecting title)

**8. Payment Information**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**



Signature

September 26, 2018

Date

Doris Ka

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

## Patent Security Agreement

**Patent Security Agreement**, dated as of September 25, 2018, made by Germane Systems, LC, a Virginia limited liability company (individually, a “Grantor”, and, collectively the “Grantors”), in favor of BANK OF AMERICA, N.A., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “Collateral Agent”).

### W I T N E S S E T H:

WHEREAS, Mercury Systems, Inc., a Massachusetts corporation (the “Borrower”), the Guarantors party thereto and the Collateral Agent, are party to a Security Agreement, dated as of May 2, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Collateral Agent, pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement;

WHEREAS, the Grantor and the Collateral Agent are party to a Security Agreement Joinder, dated as of the date hereof;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. The Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (other than Excluded Property) of the Grantor (collectively, the “Patent Collateral”):

- (a) Patents of the Grantor, including those listed on Schedule I attached hereto; and
- (b) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral made and 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 that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patent Collateral under this Patent Security Agreement.

SECTION 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Patent Security Agreement by facsimile or electronic mail shall be effective as delivery of manually executed counterpart of this Patent Security Agreement.

SECTION 6. Governing Law. This Patent Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Patent Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws of the State of New York.

[signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

GERMANE SYSTEMS, LC

By: 

Name: Christopher C. Cambria

Title: Executive Vice President, General Counsel,  
and Secretary

Accepted and Agreed:

BANK OF AMERICA, N.A.,  
as Collateral Agent

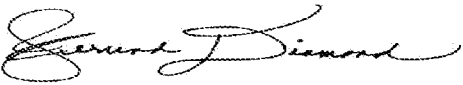
By: \_\_\_\_\_

Name:

Title:

Accepted and Agreed:

BANK OF AMERICA, N.A.,  
as Collateral Agent

By:   
Name: Gerund Diamond  
Title: Vice-President

**SCHEDULE I**  
**to**  
**PATENT SECURITY AGREEMENT**  
**PATENT AND PATENT APPLICATIONS**

Patents:

<b>OWNER</b>	<b>REGISTRATION NUMBER</b>	<b>NAME</b>
Germane Systems, LC	9,853,381	Apparatus and Method for Mounting Circuit Board in a connector socket
Germane Systems, LC	9,608,364 Continuation	Printed circuit board, method of manufacturing same, and method of mounting the circuit board in a connector socket
Germane Systems, LC	9,252,528	Printed circuit board, method of manufacturing same, and method of mounting the circuit board in a connector socket
Germane Systems, LC	9,075,581	Apparatus and method for cooling electrical components of a computer
Germane Systems, LC	8,824,131	Disk Drive Mounting Assembly
Germane Systems, LC	8,564,939	Method and apparatus for bypassing the battery of a computer



Patent Applications:

OWNER	APPLICATION NUMBER	NAME
N/A		

PATENT

REEL: 047155 FRAME: 0383

RECORDED: 09/26/2018