

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5307397

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
VECTRUS MISSION SOLUTIONS CORPORATION	12/05/2018
RECEIVING PARTY DATA	
Name:	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT
Street Address:	4 CHASE METROTECH CENTER
City:	BROOKLYN
State/Country:	NEW YORK
Postal Code:	11245-0001
PROPERTY NUMBERS Total: 8	
Property Type	Number
Patent Number:	7549106
Patent Number:	8151175
Patent Number:	8006170
Patent Number:	8190964
Patent Number:	7889021
Patent Number:	8005452
Patent Number:	7138936
Patent Number:	7423575
CORRESPONDENCE DATA	
Fax Number:	(800)494-7512
<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>	
Phone:	202-370-4750
Email:	ipteam@cogencyglobal.com
Correspondent Name:	MELONY SOT
Address Line 1:	1025 VERMONT AVE NW, SUITE 1130
Address Line 2:	COGENCY GLOBAL INC.
Address Line 4:	WASHINGTON, D.C. 20005
ATTORNEY DOCKET NUMBER:	1032417 PT
NAME OF SUBMITTER:	ANNETTE VERA
SIGNATURE:	/Annette Vera/

PATENT

DATE SIGNED:	01/03/2019
Total Attachments: 5 source=Vectrus - Patent Security Agreement [Execution Version]#page2.tif source=Vectrus - Patent Security Agreement [Execution Version]#page3.tif source=Vectrus - Patent Security Agreement [Execution Version]#page4.tif source=Vectrus - Patent Security Agreement [Execution Version]#page5.tif source=Vectrus - Patent Security Agreement [Execution Version]#page6.tif	

PATENT 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 Patents (including those listed on Schedule I hereto), subject to the exclusions set forth in Section 4.01(d) of the Collateral Agreement (collectively, the "Patent 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 Patent 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

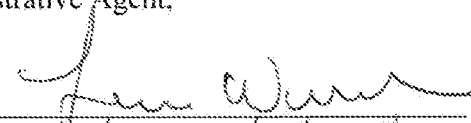
[Signature Page -- Patent Security Agreement]

[[3849047]]

PATENT
REEL: 047891 FRAME: 0877

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

by



Name: Laura Woodward

Title: Vice President

[Signature Page – Patent Security Agreement]

SCHEDULE I

Patents

Jurisdiction	Owner	Patent Number	Date of Issuance
US	Vectrus Mission Solutions Corporation (f/k/a SENTEL Corporation)	7,549,106	Jun 16, 2009
US	Vectrus Mission Solutions Corporation (f/k/a SENTEL Corporation)	8,151,175	Apr 3, 2012
US	Vectrus Mission Solutions Corporation (f/k/a SENTEL Corporation)	8,006,170	Aug 23, 2011
US	Vectrus Mission Solutions Corporation (f/k/a SENTEL Corporation)	8,190,964	May 29, 2012
US	Vectrus Mission Solutions Corporation (f/k/a SENTEL Corporation)	7,889,021	Feb 15, 2011
US	Vectrus Mission Solutions Corporation (f/k/a SENTEL Corporation)	8,005,452	Aug 23, 2011
US	Vectrus Mission Solutions Corporation (f/k/a SENTEL Corporation)	7,138,936	Nov 21, 2006
US	Vectrus Mission Solutions Corporation (f/k/a SENTEL Corporation)	7,423,575	Sep 9, 2008