

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		09/28/2012	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Flight Landata, Inc.		
Street Address:	250 Clark Street		
City:	North Andover		
State/Country:	MASSACHUSETTS		
Postal Code:	01845		
Entity Type:	CORPORATION: MASSACHUSETTS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3986467	EGIMBAL	
Registration Number:	4066831	FLIGHT LANDATA	
CORRESPONDENCE DATA			
Fax Number:	2029555564		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	kimberly.hoover@hkclaw.com		
Correspondent Name:	Kimberly Hoover		
Address Line 1:	800 17th Street NW		
Address Line 2:	Suite 1100		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20006		
ATTORNEY DOCKET NUMBER:	125859-5		
NAME OF SUBMITTER:	Kimberly Hoover		
Signature:	/Kimberly Hoover/		

OP \$65.00 3986467

Date:

10/02/2012

Total Attachments: 5

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September 28, 2012

c/o The KEYW Holding Corporation
1334 Ashton Road, Suite A
Hanover, Maryland 21076
Attention: John E. Krobath, Chief Financial Officer

Re: Credit Agreement (as amended, the "Credit Agreement") dated as of February 28, 2011 among The KEYW Holding Corporation, a Maryland corporation (the "Borrower"), the Guarantors party thereto, the Lenders from time to time party thereto and Bank of America, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer

Ladies and Gentlemen:

Capitalized terms used herein but not otherwise defined herein shall have the meanings provided to such terms in the Credit Agreement.

The Borrower has advised the Administrative Agent that the Borrower intends to repay in full all principal, interest, fees and other amounts owing to the Administrative Agent, L/C Issuer and Lenders under the Credit Agreement and the other Loan Documents (the "Payoff Amount"). In connection therewith, the Loan Parties and the Administrative Agent, on behalf of itself, the L/C Issuer and the Lenders, agree as follows:

1. The Payoff Amount as of the date hereof is set forth on Schedule 1 hereto. Notwithstanding anything herein to the contrary, if the Payoff Amount is not paid in full by 2:00 p.m. Eastern time on the date of this letter, the Payoff Amount set forth above will be recalculated by the Administrative Agent and such recalculated amount shall be the Payoff Amount hereunder.

2. Upon (a) receipt of the Payoff Amount by the Administrative Agent (and solely with respect to the legal fees and expenses, Moore & Van Allen PLLC) on or prior to 2:00 p.m. Eastern time on the date of this letter in immediately available funds pursuant to the instructions set forth on Schedule 1 hereto, (b) receipt by the Administrative Agent of authorization to debit the Borrower's deposit account with Bank of America, N.A. in amounts set forth on Schedule 1 hereto, and (c) receipt by the Lender of an original, facsimile transmission or pdf of this letter, executed by the Loan Parties and the Administrative Agent, then:

- (a) all Commitments shall automatically terminate;
- (b) each of the Loan Documents shall automatically terminate;
- (c) all Liens securing the Obligations or otherwise arising under the Loan Documents shall automatically terminate and be released;
- (d) all Indebtedness and all obligations under the Credit Agreement shall be satisfied and discharged and the Loan Parties shall automatically be released and discharged from the obligations, claims and demands under the Loan Documents and all guarantees in respect of the Obligations shall automatically be released, in each case except for (i) obligations and liabilities for fees and expenses and indemnification obligations and liabilities owing to the Administrative Agent, L/C Issuer or any Lender that pursuant to the express terms of the Loan Documents survive repayment and/or termination of the Loan Documents (including breakage fees and other amounts payable under Section 3.05 of the Credit Agreement to Lenders other than

Bank of America, N.A.) and (ii) claims against any Loan Party in connection with any bankruptcy or insolvency proceeding of any Loan Party if and to the extent any payment or other transfer made by any Loan Party to the Administrative Agent, L/C Issuer or any Lender on or prior to the date of this letter is avoided or otherwise rescinded, so that such Administrative Agent, L/C Issuer or Lender is required pursuant to any final order of a court of competent jurisdiction to repay such payment or transfer;

(e) the Loan Parties (or any third party authorized by the Loan Parties) are authorized by the Administrative Agent to file UCC-3 termination statements to terminate the UCC-1 financing statements relating to the Liens securing the Obligations or otherwise arising under any of the Loan Documents; and

(f) the Administrative Agent shall execute and/or deliver, at the Borrowers' expense, (i) all collateral then in the possession of the Administrative Agent (including, without limitation, all equity certificates, security certificates and instruments) and (ii) such other termination and release documents (including intellectual property releases) as the Loan Parties may request to evidence the termination of the Liens arising under any of the Loan Documents.

3. This letter (a) shall be governed by, and construed in accordance with, the law of the State of New York, (b) may be executed in one or more counterparts, each of which shall be an original and all of which, taken together, shall constitute one and the same instrument, (c) sets forth the entire agreement among the parties relating to the subject matter pertaining hereto, and no term or provision hereof may be amended, changed, waived, discharged or terminated orally or otherwise, except in writing signed by each such party, and (d) shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

[Signature Pages Follow]

If the foregoing is in accordance with your understanding, please sign and return this Payoff Letter to us.

Very truly yours,

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

By: _____
Name: **Roberto Salazar**
Title: **Vice President**

KEYW – PAYOFF LETTER

TRADEMARK
REEL: 004871 FRAME: 0256

Acknowledged and Agreed:

BORROWER:

THE KEYW HOLDING CORPORATION, a Maryland corporation

By: Moodispaw

Name: Leonard E. Moodispaw

Title: Chief Executive Officer

GUARANTORS:

THE KEYW CORPORATION, a Maryland corporation
FLIGHT LANDATA, INC., a Massachusetts corporation
SYCAMORE.US, INC., a Maryland corporation
SYCAMORE SERVICES, INC., a Maryland corporation
EVEREST TECHNOLOGY SOLUTIONS, INC.,
a Delaware corporation
JKA TECHNOLOGIES, INC., a Maryland corporation
FORBES ANALYTIC SOFTWARE, INC., a Virginia corporation
FLI-HI, LLC, Massachusetts limited liability company
INTEGRATED COMPUTER CONCEPTS, INCORPORATED,
a Maryland corporation
THE ANALYSIS GROUP, LLC, a Virginia limited liability
company
S&H ENTERPRISES OF CENTRAL MARYLAND, INC.,
a Maryland corporation

By: Moodispaw

Name: Leonard E. Moodispaw

Title: Chief Executive Officer of each of the foregoing

KEYW – PAYOFF LETTER

TRADEMARK
REEL: 004871 FRAME: 0257

Schedule 1

**Flight Landata, Inc.
(Massachusetts Corporation)**

U.S. Trademarks

Issued Trademarks

Description	Registration No.	Registration Date
EGIMBAL	3986467	06/28/11
FLIGHT LANDATA and Design	4066831	12/06/11