

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
XACTA CORPORATION		04/23/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	WELLS FARGO CAPITAL FINANCE, INC., (formerly known as Wells Fargo Foothill, Inc. and Foothill Capital Corporation), as Agent		
Street Address:	2450 Colorado Ave		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4305229	XACTA	
CORRESPONDENCE DATA			
Fax Number:	3123322196		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	jaclyn.pallagi@goldbergekohn.com		
Correspondent Name:	Jaclyn Pallagi c/o Goldberg Kohn		
Address Line 1:	55 E Monroe Street, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	1989.064		
NAME OF SUBMITTER:	Jaclyn Pallagi		
Signature:	/jaclyn pallagi/		
Date:	04/23/2013		

OP \$40.00 4305229

**Total Attachments: 5**

source=Xacta Amendment to Trademark Mortgage#page1.tif

source=Xacta Amendment to Trademark Mortgage#page2.tif

source=Xacta Amendment to Trademark Mortgage#page3.tif

source=Xacta Amendment to Trademark Mortgage#page4.tif

source=Xacta Amendment to Trademark Mortgage#page5.tif

## FIRST AMENDMENT TO TRADEMARK MORTGAGE

This First Amendment to Trademark Mortgage, dated as of April 23, 2013 (this "Amendment"), is by and between **XACTA CORPORATION**, a Delaware corporation ("Grantor"), and **WELLS FARGO CAPITAL FINANCE, INC.** (formerly known as Wells Fargo Foothill, Inc. and as Foothill Capital Corporation), a California corporation, as agent for its own benefit and the benefit of the lenders under the Loan Agreement defined below ("Agent").

### WITNESSETH:

WHEREAS, Grantor and Agent are parties to that certain Trademark Mortgage, dated as of October 21, 2002 (as amended, restated, modified or supplemented from time to time, the "Trademark Mortgage"), entered into in connection with that certain Loan and Security Agreement, dated October 21, 2002, among Agent, the Lenders (as defined therein) from time to time party thereto, Telos Corporation, a Maryland corporation, Grantor, and the Credit Parties (as defined therein) from time to time party thereto (as amended, restated, supplemented or otherwise modified from time to time, including pursuant to the Second Amended and Restated Loan and Security Agreement dated as of May 17, 2010, the "Loan Agreement"; capitalized terms not otherwise defined herein having the definitions provided therefor in the Loan Agreement); and

WHEREAS, Grantor and Agent have agreed to amend the Trademark Mortgage in the manner specifically set forth herein;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Amendment to the Trademark Mortgage. The Trademark Mortgage is amended as follows:

(a) Schedule A to the Trademark Mortgage shall be amended by adding the item set forth under the heading "Trademark Registrations" on Exhibit A hereto to Schedule A to the Trademark Mortgage under the heading "Trademark Registrations".

2. Miscellaneous.

(a) Captions. Section captions used in this Amendment are for convenience only, and shall not affect the construction of this Amendment.

(b) Counterparts. This Amendment may be executed in any number of counterparts and by the different parties on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Amendment.

(c) Governing Law. THIS AMENDMENT SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND GOVERNED BY, ALL OF THE PROVISIONS OF THE ILLINOIS UNIFORM COMMERCIAL CODE AND BY THE OTHER INTERNAL LAWS (AS OPPOSED TO CONFLICT OF LAWS PROVISIONS) OF THE STATE OF ILLINOIS. WHENEVER POSSIBLE, EACH PROVISION OF THIS AMENDMENT SHALL BE INTERPRETED IN SUCH A MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS AMENDMENT SHALL BE PROHIBITED BY OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISIONS OR THE REMAINING PROVISIONS OF THIS AMENDMENT.

\* \* \* \*

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the date first written above.

**GRANTOR:**

**XACTA CORPORATION**

By   
Its Michele Nakazawa, EVP, CFO

**AGENT:**

**WELLS FARGO CAPITAL FINANCE, INC.,**  
(formerly known as Wells Fargo Foothill, Inc. and Foothill Capital Corporation), as Agent

By \_\_\_\_\_  
Its \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the date first written above.

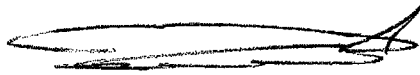
**GRANTOR:**

**XACTA CORPORATION**

By \_\_\_\_\_  
Its \_\_\_\_\_

**AGENT:**

**WELLS FARGO CAPITAL FINANCE, INC.,**  
(formerly known as Wells Fargo Foothill, Inc. and  
Foothill Capital Corporation), as Agent

By  \_\_\_\_\_  
Its Director \_\_\_\_\_

**EXHIBIT A**

**TRADEMARK REGISTRATIONS**

<b>TITLE</b>	<b>REGISTRATION NO.</b>	<b>REGISTRATION DATE</b>
XACTA	4305229	March 19, 2013