

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM382640

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security Agreement

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Mercury Systems, Inc.		05/02/2016	Corporation: MASSACHUSETTS
Microsemi Corp.-Memory and Storage Solutions		05/02/2016	Corporation: INDIANA
Microsemi Corp.-Security Solutions		05/02/2016	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Bank of America, N.A., as Collateral Agent
<b>Street Address:</b>	901 Main Street
<b>Internal Address:</b>	Mail Code: TX-492-14-06
<b>City:</b>	Dallas
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75202
<b>Entity Type:</b>	Association: UNITED STATES

## PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	2862875	ENFORCIT
Registration Number:	4238027	ARMOR
Registration Number:	2079692	PLASTIC PLUS
Registration Number:	4238276	TRRUST-STOR
Registration Number:	4339143	TRRUST-PURGE
Registration Number:	2733445	RACE
Registration Number:	2730772	RACE SERIES
Registration Number:	2625279	RACE++ SERIES
Registration Number:	3756159	CHALLENGES DRIVE INNOVATION
Registration Number:	2550425	SERIES RACE++
Registration Number:	3752832	CPI
Registration Number:	3737370	ECHOCORE
Registration Number:	3432810	ECHOTEK
Registration Number:	4030676	ENSEMBLE

OP \$465.00 2862875

Property Type	Number	Word Mark
Registration Number:	3478050	MULTICORE PLUS
Registration Number:	3442608	POWERBLOCK
Registration Number:	2496639	POWERSTREAM
Serial Number:	86700038	ASURRE-STOR

**CORRESPONDENCE DATA**

Fax Number: 8009144240

*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: 8007130755

Email: Michael.Violet@wolterskluwer.com

Correspondent Name: Michael Violet

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

**NAME OF SUBMITTER:** Elaine Carrera

**SIGNATURE:** /Elaine Carrera/

**DATE SIGNED:** 05/02/2016

**Total Attachments: 7**

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**RECORDATION FORM COVER SHEET  
 TRADEMARKS 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):**

- 1. Mercury Systems, Inc.
- 2. Microsemi Corp.-Memory and Storage Solutions
- 3. Microsemi Corp.-Security Solutions

- Individual(s)                       Association  
 Partnership                       Limited Partnership  
 Corporation- State: 1. MA; 2. IN; 3. DE  
 Other \_\_\_\_\_

Citizenship (see guidelines) USA

Additional names of conveying parties attached?  Yes  No

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

Execution Date(s) May 2, 2016

- Assignment                       Merger  
 Security Agreement                       Change of Name  
 Other \_\_\_\_\_

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

Additional names, addresses, or citizenship attached?  Yes  No

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

Street Address: 901 Main Street, Mail Code: TX-492-14-06

City: Dallas

State: TX

Country: USA Zip: 75202

- Individual(s) Citizenship \_\_\_\_\_  
 Association Citizenship USA  
 Partnership Citizenship \_\_\_\_\_  
 Limited Partnership Citizenship \_\_\_\_\_  
 Corporation Citizenship \_\_\_\_\_  
 Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
 (Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) Text

See Schedule I

B. Trademark Registration No.(s)

See Schedule I

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Elaine Carrera, Legal Assistant

Internal Address: \_\_\_\_\_

Street Address: c/o Cahill Gordon & Reindel LLP  
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: \_\_\_\_\_

Email Address: ecarrera@cahill.com

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

18

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$** \_\_\_\_\_

- Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

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

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

**9. Signature:**

Elaine Carrera

Signature

May 2, 2016

Date

Elaine Carrera

Name of Person Signing

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

7

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

**Trademark Security Agreement**

**Trademark Security Agreement**, dated as of May 2, 2016, by MERCURY SYSTEMS, INC., MICROSEMI CORP. – MEMORY AND STORAGE SOLUTIONS and MICROSEMI CORP. – SECURITY SOLUTIONS (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”).

WITNESSETH:

WHEREAS, the Grantors 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 Trademark Security Agreement;

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 Grantors hereby agree 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 Trademark Collateral. Each 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 such Grantor (collectively, “Trademark Collateral”):

- (a) Trademarks of such 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 Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark 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 Trademark 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 Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark 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 Trademark Security Agreement by signing and delivering one or more counterparts.

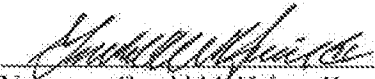
SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed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

[signature page follows]

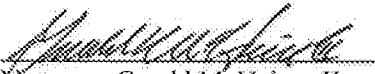
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

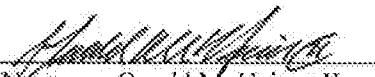
MERCURY SYSTEMS, INC.

By:   
Name: Gerald M. Haines II  
Title: Executive Vice President, Chief  
Financial Officer, Treasurer, Chief  
Legal Officer, and Secretary

MICROSEMI CORP. – MEMORY AND STORAGE  
SOLUTIONS

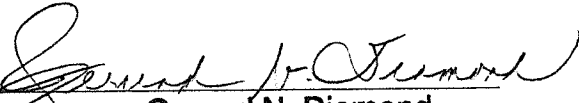
By:   
Name: Gerald M. Haines II  
Title: Executive Vice President, Chief  
Financial Officer, Treasurer, and  
Secretary

MICROSEMI CORP. – SECURITY SOLUTIONS

By:   
Name: Gerald M. Haines II  
Title: Executive Vice President, Chief  
Financial Officer, Treasurer, and  
Secretary

Accepted and Agreed:

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

By:   
Name: **Gerund N. Diamond**  
Title: *Assistant Vice-President*

[Signature Page to Trademark Security Agreement]

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

Registered Trademarks

<b>Ownership</b>	<b>Trademark Number</b>	<b>Mark</b>
Microsemi Corp. – Security Solutions	2862875	ENFORCIT
Microsemi Corp. – Memory and Storage Solutions	4238027	ARMOR
Microsemi Corp. – Memory and Storage Solutions	2079692	PLASTIC PLUS
Microsemi Corp. – Memory and Storage Solutions	4238276	TRRUST-STOR
Microsemi Corp. – Memory and Storage Solutions	4339143	TRRUST-PURGE
Mercury Systems, Inc.	2733445	RACE
Mercury Systems, Inc.	2730772	RACE SERIES
Mercury Systems, Inc.	2625279	RACE++ SERIES
Mercury Systems, Inc.	3756159	CHALLENGES DRIVE INNOVATION
Mercury Systems, Inc.	2550425	SERIES RACE++
Mercury Systems, Inc.	3752832	CPI
Mercury Systems, Inc.	3737370	ECHOCORE
Mercury Systems, Inc.	3432810	ECHOTEK
Mercury Systems, Inc.	4030676	ENSEMBLE
Mercury Systems, Inc.	3478050	MULTICORE PLUS
Mercury Systems, Inc.	3442608	POWERBLOCK
Mercury Systems, Inc.	2496639	POWERSTREAM



Trademark Applications

<b>Ownership</b>	<b>Application Number</b>	<b>Mark</b>
Microsemi Corp. – Memory and Storage Solutions	86700038	ASSURE-STORE