As filed with the Securities and Exchange Commission on October 24, 2011

Registration No. 333-

UNITED STATES SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

Form S-4

REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

KRATOS DEFENSE & SECURITY SOLUTIONS, INC.

SEE TABLE OF ADDITIONAL REGISTRANTS ON FOLLOWING PAGE
(Exact name of registrant as specified in its charter)

Delaware	**4899**	**13-3818604**
(State or other jurisdiction of incorporation or organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification Number)

4820 Eastgate Mall
San Diego, CA 92121
(858) 812-7300
(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

Eric DeMarco
President and Chief Executive Officer
4820 Eastgate Mall
San Diego, CA 92121
(858) 812-7300
(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies to:

Deyan Spiridonov, Esq.
Teri O'Brien, Esq.
Paul Hastings LLP
4747 Executive Drive, 12th Floor
San Diego, CA 92121
(858) 458-3000

Approximate date of commencement of proposed sale of the securities to the public:
As soon as practicable after the effective date of this registration statement.

If the securities being registered on this Form are being offered in connection with the formation of a holding company and there is compliance with General Instruction G, check the following box. o

If this form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. o

If this form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. o

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer o	Accelerated filer ☒	Non-accelerated filer o (Do not check if a smaller reporting company)	Smaller reporting company o

If applicable, place an X in the box to designate the appropriate rule provision relied upon in conducting this transaction:

Exchange Act Rule 13e-4(i) (Cross-Border Issuer Tender Offer) o

Exchange Act Rule 14d-1(d) (Cross-Border Third-Party Tender Offer) o

CALCULATION OF REGISTRATION FEE

Title of each class of securities to be registered	**Amount to be registered(1)**	**Proposed maximum offering price per unit**	**Proposed maximum aggregate offering price(1)**	**Amount of registration fee(1)**
10% Senior Secured Exchange Notes due 2017	$115,000,000	100%	$115,000,000	$13,179.00
Guarantees of 10% Senior Secured Exchange Notes due 2017(2)	$115,000,000	(3)	(3)	(3)

(1) Represents the maximum principal amount at maturity of 10% Senior Secured Notes due 2017 that may be issued pursuant to the exchange offer described in this registration statement. Estimated solely for purposes of calculating the registration fee pursuant to Rule 457(f) under the Securities Act of 1933, as amended.

(2) The guarantors are U.S. wholly owned subsidiaries of Kratos Defense & Security Solutions, Inc. and have guaranteed the notes being registered.

(3) Pursuant to Rule 457(n) under the Securities Act of 1933, as amended, no separate fee is payable for the guarantees of the notes.

The registrant hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the registrant shall file a further amendment which specifically states that this registration statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the registration statement shall become effective on such date as the Securities and Exchange Commission acting pursuant to said Section 8(a), may determine.

TABLE OF ADDITIONAL REGISTRANTS

Exact name of Registrant as specified in its Charter*	State or other Jurisdiction of Incorporation or Organization	I.R.S. Employee Identification Number
AI Metrix, Inc.	Delaware	94-3406239
Airorlite Communications, Inc.	New Jersey	27-0109331
Avtec Systems, Inc.	Virginia	02-0354151
Charleston Marine Containers, Inc.	Delaware	13-3895313
CVG, Incorporated	Virginia	04-3743834
Dallastown Realty I, LLC	Delaware	13-3891517
Dallastown Realty II, LLC	Delaware	11-3531172
Defense Systems, Incorporated.	Virginia	54-1869791
DEI Services Corporation	Florida	59-3348607
Digital Fusion, Inc.	Delaware	13-3817344
Digital Fusion Solutions, Inc.	Florida	59-3443845
Diversified Security Solutions, Inc.	New York	20-3603298
DTI Associates, Inc.	Virginia	54-1462882
General Microwave Corporation	New York	11-1956350
General Microwave Israel Corporation	Delaware	11-2696835
Gichner Holdings, Inc.	Delaware	26-0537776
Gichner Systems Group, Inc.	Delaware	26-0537748
Gichner Systems International, Inc.	Delaware	13-3506543
Haverstick Consulting, Inc.	Indiana	35-1938389
Haverstick Government Solutions, Inc.	Ohio	61-1340684
Henry Bros. Electronics, Inc.	California	95-3613209
Henry Bros. Electronics, Inc.	Colorado	84-0600621
Henry Bros. Electronics, Inc.	Delaware	22-3690168
Henry Bros. Electronics, Inc.	New Jersey	22-3000080
Henry Bros. Electronics, Inc.	Virginia	54-1549782
Henry Bros. Electronics, L.L.C.	Arizona	86-0950878
Herley Industries, Inc.	Delaware	23-2413500
Herley-CTI, Inc.	Delaware	11-3544929
Herley-RSS, Inc.	Delaware	20-1529679
HGS Holdings, Inc.	Indiana	35-2198582
Integral Systems, Inc.	Maryland	52-1267968
IRIS Acquisition Sub LLC	Delaware	45-3455455
JMA Associates, Inc.	Delaware	52-2228456
Kratos Defense Engineering Solutions, Inc.	Delaware	33-0431023
Kratos Integral Systems International, Inc.	California	20-5651555
Kratos Mid-Atlantic, Inc.	Delaware	51-0261462
Kratos Public Safety & Security Solutions, Inc.	Delaware	33-0896808
Kratos Southeast, Inc.	Georgia	58-1885960
Kratos Southwest L.P.	Texas	74-2144182
Kratos Technology & Training Solutions, Inc.	California	95-2467354
Kratos Texas, Inc.	Texas	75-2982611
Lumistar, Inc.	Maryland	20-3520317
LVDM, Inc.	Nevada	20-2258462
Madison Research Corporation	Alabama	63-0934056
Micro Systems, Inc.	Florida	59-1654615
MSI Acquisition Corp.	Delaware	20-2204612
National Safe of California, Inc.	California	95-2865458
Newpoint Technologies, Inc.	Delaware	80-0013776

Exact name of Registrant as specified in its Charter*	State or other Jurisdiction of Incorporation or Organization	I.R.S. Employee Identification Number
Polexis, Inc.	California	33-0717132
Real Time Logic, Inc.	Colorado	74-3063615
Reality Based IT Services, Ltd.	Maryland	52-2191091
Rocket Support Services, LLC	Indiana	20-5113660
SAT Corporation	California	77-0279975
SCT Acquisition, LLC	Delaware	20-1825624
SCT Real Estate, LLC	Delaware	N/A
Shadow I, Inc.	California	51-0569123
Shadow II, Inc.	California	20-3744832
Stapor Research, Inc.	Virginia	20-1666707
Summit Research Corporation	Alabama	63-1285794
WFI NMC Corp.	Delaware	33-0936782

* The address of the principal executive offices of all of the registrants is 4820 Eastgate Mall, San Diego, CA 92121 and the telephone number is (858) 812-7300.

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The information in this prospectus is not complete and may be changed. We may not complete the exchange offer and issue these securities until the registration statement filed with the Securities and Exchange Commission, of which this prospectus is a part, is declared effective. This prospectus is not an offer to sell these securities and it is not soliciting an offer to buy these securities in any jurisdiction where the offer, solicitation or sale is not permitted or would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction. Any representation to the contrary is a criminal offense.

SUBJECT TO COMPLETION, DATED October 24, 2011

PROSPECTUS

Kratos Defense & Security Solutions, Inc.

Offer to Exchange
10% Senior Secured Notes due 2017
($115,000,000 in principal amount outstanding)

We are offering to exchange, upon the terms and subject to the conditions set forth in this prospectus and the accompanying letter of transmittal, our new registered 10% Senior Secured Notes due 2017 (the "Exchange Notes") for all of our outstanding unregistered 10% Senior Secured Notes due 2017, issued on July 27, 2011 (the "Original Notes"). We will not receive any proceeds from the exchange offer.

Material Terms of the Exchange Offer

Terms of Exchange Notes. The terms of the Exchange Notes will be substantially identical to the Original Notes, except that the Exchange Notes will not be subject to transfer restrictions or registration rights relating to the Original Notes. See the section entitled "Description of the Exchange Notes" beginning on page 37 for more information about the Exchange Notes and related exchange guarantees to be issued in this exchange offer.

Expiration Date. The exchange offer expires at 5:00 p.m., New York City time, on , 2011, unless extended.

Notes Exchanged. All Original Notes tendered in accordance with the procedures in this prospectus and not withdrawn will be exchanged for an equal amount of Exchange Notes.

Conditions. The exchange offer is not conditioned upon a minimum aggregate principal amount of Original Notes being tendered. The exchange offer is subject only to the conditions that it not violate applicable laws or any applicable interpretation of the staff of the Securities and Exchange Commission ("SEC").

Guarantees. We are also offering to exchange the guarantees associated with the Original Notes (the "Original Guarantees"), for the guarantees associated with the Exchange Notes (the "Exchange Guarantees"). The terms of the Exchange Guarantees will be substantially identical to the Original Guarantees, except that the Exchange Guarantees will not be subject to the transfer restrictions or registration rights relating to the Original Guarantees.

Market for Exchange Notes. There is no existing market for the Exchange Notes, and we do not intend to apply for their listing on any securities exchange or arrange for them to be quoted on any quotation system.

If you do not exchange your Original Notes and related Original Guarantees for Exchange Notes and related Exchange Guarantees in the exchange offer, you will continue to be subject to the restrictions on transfer provided in the Original Notes and related Original Guarantees and the indenture governing those notes. In general, you may not offer or sell your Original Notes and related Original Guarantees unless such offer or sale is registered under the federal securities laws or sold in a transaction exempt from or not subject to the registration requirements of the federal securities laws and applicable state securities laws.

See "Risk Factors" beginning on page 14 for a discussion of certain risks that you should consider before participating in the exchange offer.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or passed on the adequacy or accuracy of this prospectus. Any representation to the contrary is a criminal offense.

The date of this prospectus is , 2011

Each broker-dealer that receives Exchange Notes for its own account pursuant to this exchange offer must acknowledge that it will deliver a prospectus in connection with any resale of such Exchange Notes. The letter of transmittal accompanying this prospectus states that by so acknowledging and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act of 1933, as amended (the "Securities Act"). This prospectus, as it may be amended or supplemented from time to time, may be used by a broker-dealer during the 180-day period following the closing of the exchange offer in connection with resales of Exchange Notes received in exchange for Original Notes where such Original Notes were acquired by such broker-dealer as a result of market-making or other trading activities. We have agreed that during the 180-day period following the closing of the exchange offer we will make this prospectus available to any broker-dealer for use in connection with any such resale. See "Plan of Distribution."

ABOUT THIS PROSPECTUS

In making your decision regarding participation in the exchange offer, you should rely only on the information contained or incorporated by reference in this prospectus. This prospectus incorporates important business and financial information about us that is not included in or delivered with this prospectus. We have not authorized anyone to provide you with any other information. We are not making an offer of these securities in places where offers and sales are not permitted. The information contained in this prospectus and any applicable prospectus supplement is accurate only on the date such information is presented. Our business, financial condition, results of operations and prospectus may have changed since that date. You should read this prospectus together with the additional information described under the heading "Where You Can Find More Information."

This prospectus may be supplemented from time to time to add, update or change information in this prospectus. Any statement contained in this prospectus will be deemed to be modified or superseded for purposes of this prospectus to the extent that a statement contained in such prospectus supplement modifies or supersedes such statement. Any statement so modified will be deemed to constitute a part of this prospectus only as so modified, and any statement so superseded will be deemed not to constitute a part of this prospectus.

The registration statement containing this prospectus, including the exhibits to the registration statement, provides additional information about us and the securities offered under this prospectus. The registration statement, including the exhibits, can be read on the website of the SEC or at the offices of the SEC as further described in "Where You Can Find More Information." You may obtain a copy of the registration statement and its exhibits, free of charge, by oral or written request directed to: Kratos Defense & Security Solutions, Inc., 4820 Eastgate Mall, San Diego, CA 92121, Attention: Corporate Secretary, phone number (858) 812-7300. **The exchange offer is expected to expire on , 2011 and you must make your exchange decision by this expiration date. To obtain timely delivery of the requested information, you must request this information by , 2011, which is five business days before the expiration date of the exchange offer.**

FORWARD-LOOKING STATEMENTS

This prospectus and the documents incorporated by reference herein contain forward-looking statements. Forward-looking statements may include, but are not limited to, statements relating to our future financial performance, the growth of the market for our products and services, expansion plans and opportunities and statements regarding our plans, strategies and objectives for future operations. In some cases, you can identify forward-looking statements by terminology such as "may," "will," "should," "expect," "plan," "anticipate," "believe," "estimate," "predict," "potential" or "continue," the negative of such terms or other comparable terminology.

Forward-looking statements reflect our current views about future events, are based on assumptions, and are subject to known and unknown risks, uncertainties and other important factors. Many important factors could cause actual results, performance or achievements to differ materially from the expected future results, performance or achievements expressed in or implied by our forward-looking statements, including the following:

- our high level of indebtedness;
- our ability to make interest and principal payments on our debt and satisfy the other covenants contained in the indenture that governs certain existing notes, our credit facility and other debt agreements;
- general economic conditions and inflation, interest rate movements and access to capital;
- changes or cutbacks in spending or the appropriation of funding by the U.S. Federal Government, including the risk of a prolonged government continuing resolution or government shut down;
- the timing, rescheduling or cancellation of significant customer contracts and agreements, or consolidation by, or the loss of, key customers;
- changes in the scope or timing of our projects;
- our ability to successfully consummate acquisitions, to integrate acquired companies and to realize the benefits of our acquisitions, including our ability to achieve anticipated opportunities and operating synergies, and accretion to reported earnings estimated to result from acquisitions in the time frame expected by management or at all;
- our revenue projections; and
- the effect of competition.

These forward-looking statements reflect our views and assumptions only as of the date such forward-looking statements are made. Many of the factors that will determine future results, performance or achievements are beyond our ability to control or predict, and accordingly, you should not place undue reliance on forward-looking statements. Except as required by law, we assume no responsibility for updating any forward-looking statements nor do we intend to do so. Our actual results, performance or achievements could differ materially from the results expressed in, or implied by, these forward-looking statements. The risks included in this section are not exhaustive. Additional factors that could cause actual results to differ materially from those described in the forward-looking statements are set forth under the heading "Risk Factors" beginning on page 14 of this prospectus, and in our most recent Annual Report on Form 10-K and in our subsequent reports on Forms 10 Q and 8 K and other filings with the SEC. You should carefully read this prospectus together with the information incorporated herein by reference as described under the heading "Where You Can Find More Information," completely and with the understanding that our actual future results may be materially different from what we expect.

PROSPECTUS SUMMARY

This summary highlights information from this prospectus, but does not contain all material features of the exchange offer. To understand all of the terms of the exchange offer and for a more complete understanding of our business, you should carefully read the entire prospectus and the documents incorporated by reference in this prospectus.

In this prospectus, references to "we," "our," "us," "the Company" or "Kratos" mean Kratos Defense & Security Solutions, Inc. and its subsidiaries on a consolidated basis. In this prospectus, we sometimes collectively refer to our acquisition of Integral Systems, Inc. ("Integral Systems") and the debt offering consummated on July 27, 2011, in which we issued $115.0 million in indebtedness and received approximately $122.5 million in gross proceeds (which included an approximate $5.7 million of issuance premium and $1.8 million of accrued interest), and certain transactions related thereto as the "Transactions". Additionally, we use the term "Original Notes" to refer to the $115.0 million aggregate principal amount of 10% Senior Secured Notes due 2017 that were issued by the Company on July 27, 2011, pursuant to that certain Indenture, dated as of May 19, 2010, by and among the Company, the guarantors party thereto and Wilmington Trust, National Association (as successor by merger to Wilmington Trust FSB) as trustee and collateral agent (as amended or supplemented, the "Indenture"); the term "Exchange Notes" to refer to the 10% Senior Secured Notes due 2017 that have been registered under the Securities Act and are being offered in exchange for the Original Notes as described in this prospectus; the term "Existing Kratos Notes" to refer to the $225.0 million aggregate principal amount of 10% Senior Secured Notes due 2017 that were issued by the Company on May 19, 2010 and the $285.0 million aggregate principal amount of 10% Senior Secured Notes due 2017 that were issued by the Company on April 15, 2011, pursuant to the Indenture and subsequently exchanged for registered notes on August 11, 2010 and August 1, 2011, respectively; the term "Kratos Notes" to collectively refer to the Exchange Notes and the Existing Kratos Notes; the term "Existing Kratos Guarantees" to refer to the guarantees related to the Existing Kratos Notes; the term "Exchange Guarantees" to refer to the guarantees related to the Exchange Notes; and the term "Kratos Guarantees" to collectively refer to the Existing Kratos Guarantees and the Exchange Guarantees.

Company Overview

We are a specialized national security business providing mission critical products, services and solutions for U.S. national security priorities. Our core capabilities are sophisticated engineering, manufacturing and system integration offerings for national security platforms and programs. Our principal products and services are related to, but are not limited to, Command, Control, Communications, Computing, Combat Systems, Intelligence, Surveillance and Reconnaissance ("C5ISR"); related cybersecurity; cyberwarfare; information assurance and situational awareness solutions; weapons systems lifecycle support and sustainment; military weapon range operations and technical services; missile, rocket and weapons system testing and evaluation and launch services, primarily for ballistic missile defense; electronic warfare; public safety, critical infrastructure security and surveillance systems; modeling and simulation; unmanned aerial vehicle systems ("UAVs"); signal processing and data communications; enterprise network management; communications information assurance; and advanced network engineering and information technology ("IT") services. We offer our customers products, solutions, services and expertise to support their mission critical needs by leveraging our skills across our core offering areas.

Our primary end customers are U.S. Federal Government agencies, including the Department of Defense ("DoD"), classified agencies, intelligence agencies, other national security agencies and homeland security related agencies. We believe our stable client base, strong client relationships, broad array of contract vehicles, considerable employee base possessing national security clearances, extensive list of past performance qualifications, and significant management and operational capabilities position us for continued growth.

We serve 14 of the top 15 DoD programs in terms of total procurement and research, development, testing and evaluation spending. We provide products, solutions and services for a wide range of established, deployed and operating national security platforms, including, but not limited to, Aegis Ballistic Missile Defense systems, M1 Abrams tanks, Bradley fighting vehicles, the F-5 Tiger, HiMARS, Chaparral and HAWK missile systems, the F-16 Falcon, the F/A-18E/F Super Hornet, the E-2C/D Hawkeye, the EA-18G Growler, the Aegis class surface combatants, the AMRAAM (Advanced Medium Range Air-to-Air Missile), Kiowa AH-60 helicopters, DDG-1000 Zumwalt destroyers, attack and missile submarines, certain intelligence surveillance and reconnaissance systems and various unmanned systems.

Current Reporting Segments

We operate in two principal business segments: Kratos Government Solutions and Public Safety and Security. We organize our business segments based on the nature of the services offered. Transactions between segments are generally negotiated and accounted for under terms and conditions similar to other government and commercial contracts and these intercompany transactions are eliminated in consolidation. Our financial statements, incorporated by reference in this prospectus are presented in a manner consistent with our operating structure. For additional information regarding our operating segments, see Note 14 of our Notes to the Consolidated Financial Statements, included in our Annual Report on Form 10-K filed with the SEC on March 2, 2011. From a customer and solutions perspective, we view our business as an integrated whole, leveraging skills and assets wherever possible.

Kratos Government Solutions ("KGS") Segment

The KGS segment provides products, solutions and services primarily for mission-critical national security priorities. KGS customers primarily include national security related agencies, the DoD, intelligence agencies and classified agencies. Our work includes weapon systems sustainment, lifecycle support and extension; C5ISR services, including related cybersecurity, cyberwarfare, information assurance and situational awareness solutions; military range operations and technical services; missile, rocket, and weapons systems test and evaluation; mission launch services; modeling and simulation; UAV products and technology; advanced network engineering and IT services; and public safety, security and surveillance systems integration. We produce products, solutions and services related to certain C5ISR platforms, unmanned system platforms, weapons systems, national security related assets and warfighter systems.

Public Safety and Security ("PSS") Segment

Our PSS segment provides independent integrated solutions for advanced homeland security, public safety, critical information, and security and surveillance systems for government and commercial applications. Our solutions include designing, installing and servicing building technologies that protect people, critical infrastructure, assets, information and property and make facilities more secure and efficient. We provide solutions in such areas as the design, engineering and operation of command and control centers; the design, engineering, deployment and integration of access control; building automation and control; communications; digital and closed circuit television security and surveillance; fire and life safety; maintenance and service; and project support services.

We provide solutions for customers in the critical infrastructure, power generation, power transport, nuclear energy, financial, information technology, healthcare, education, transportation and petrochemical industries, as well as certain government and military customers. For example, we provide biometrics and other access control technologies to customers such as pipelines, electrical grids, municipal port authorities, power plants, communication centers, large data centers, government installations and other commercial enterprises.

Recent Developments

On July 27, 2011, we completed the acquisition of Integral Systems, pursuant to the terms and conditions of that certain Agreement and Plan of Merger, dated as of May 15, 2011, by and among the Company, IRIS Merger Sub Inc., a Maryland corporation and our wholly owned subsidiary ("Merger Sub"), IRIS Acquisition Sub LLC, a single member Maryland limited liability company and our wholly owned subsidiary, and Integral Systems (the "Merger Agreement").

Pursuant to the terms of the Merger Agreement, at the effective time of the Merger (the "Effective Time"), each outstanding share of Integral Systems common stock was cancelled and converted into the right to receive (i) $5.00, in cash, without interest, and (ii) 0.588 shares of the Company's common stock. In addition, at the Effective Time (A) each outstanding Integral Systems stock option with an exercise price less than $13.00 per share was, if the holder thereof had so elected in writing, cancelled in exchange for an amount in cash equal to the product of the total number of shares of Integral Systems common stock subject to such in-the-money option, multiplied by the aggregate value of the excess, if any, of $13.00 over the exercise price per share subject to such option, less the amount of any tax withholding, (B) each outstanding Integral Systems stock option with an exercise price equal to or greater than $13.00 per share and each Integral Systems in-the-money option the holder of which had not made the election described in (A) above, was converted into an option to purchase Company common stock, with (1) the number of shares subject to such option adjusted to equal the number of shares of Integral Systems common stock subject to such out-of-the-money option multiplied by 0.9559, rounded up to the nearest whole share, and (2) the per share exercise price under each such option adjusted by dividing the per share exercise price under such option by 0.9559, rounded up to the nearest whole cent, and (C) each outstanding share of restricted stock granted under an Integral Systems equity plan or otherwise, whether vested or unvested, was cancelled and converted into the right to receive $13.00, less the amount of any tax withholding.

Background

Department of Defense Drives Strategic Priorities for the Company

The delivery and execution of our mission-critical engineering and support services are driven by the priorities of the U.S. Federal Government and primarily the DoD. The strategic priorities of the DoD are based in large part on the Quadrennial Defense Review, a legislatively mandated review of DoD strategy and priorities. These priorities are currently focused on mission-critical capabilities of the U.S. armed forces and providing the support infrastructure necessary to sustain these forces in a time of heightened warfare readiness and deployment.

The DoD's budget for the 2012 fiscal year is $671.0 billion, a decrease of 5% from fiscal year 2011. The top 28 programs account for approximately $64.0 billion in funding and require aggregate funding that is nearly 14% higher than what was set aside for them in the fiscal year 2010 budget, which closed on September 30, 2010. The increase in the top 28 programs represents a significant opportunity to key federal government contractors in support of the DoD's war fighter, information technology, and other operational priorities. We believe there will be significant market opportunities for providers of system sustainment, IT and engineering services and solutions to federal government agencies over the next several years, particularly those in the defense and homeland security communities.

The entire Federal Government is currently operating under the authority of a continuing resolution (the "Continuing Resolution") for the fiscal year ending September 30, 2012. The Continuing Resolution provides aggregate funding of $1.043 trillion (the amount for fiscal year 2012 set forth in the Budget Control Act of 2011) for programs and services, including DoD budgets. The Continuing Resolution runs through November 18, 2011, after which Congress will either pass a new appropriations bill, extend the Continuing Resolution, or shut down the government for all nonessential Federal Government services.

Focus on Federal Government Transformation

The federal government, and the DoD in particular, is in the midst of a significant transformation that is driven by the federal government's need to address the changing nature of global threats. A significant aspect of this transformation is the use of C5ISR and IT to increase the federal government's effectiveness and efficiency. The result is increased federal government spending on IT to upgrade networks and transform the federal government from separate, isolated organizations into larger, enterprise level, network-centric organizations capable of sharing information broadly and quickly. While the transformation initiative is driven by the need to prepare for new world threats, adopting these IT transformation initiatives will also improve efficiency and reduce infrastructure costs across all federal government agencies.

An additional aspect of the military transformation includes significantly enhancing military readiness in areas such as missile defense, weapons system sustainment and extension, and the overall strengthening of intelligence and security. For example, the objective of the DoD as it relates to missile defense is to continue to develop, test, and field missile defense systems to protect the U.S., its allies and deployed forces.

While the real rate of growth in the top line defense budget may be slowing for the first time since September 11, 2001, the U.S. Government's budgetary process continues to give us good visibility with respect to future spending and the threat areas that the government is addressing. We believe that our business is aligned with mission-critical national security priorities, particularly in the area of missile defense, C5ISR, cyber security and information assurance, and that our current contracts and strong backlog provide us with good insight regarding our future cash flows.

Competitive Strengths

We believe we have robust capabilities and past performance qualifications in our respective business areas, including a work force that is experienced with the various programs we service and the customers we serve. Additionally, many of our employees have national security clearances specifically related to the customers for whom they work and the contracts on which they work. We believe the following key strengths distinguish us competitively:

Significant and Highly Specialized Experience

Through existing customer engagements and the government focused acquisitions we have completed over the past several years, we have amassed significant and highly specialized experience in areas directly related to C5ISR weapon system lifecycle extension and sustainment; missile, rocket and weapons system testing and evaluation; military range operations and technical services; and other highly differentiated services and solutions. This collective experience, or past performance qualifications, is a requirement for the majority of our contract vehicles and customer engagements. Further enhancing our specialized expertise, many of our approximately 3,900 employees have national security clearances, including top secret and higher. We believe these characteristics represent a significant competitive strength and position us to win renewal or follow-on business.

Specialized National Security Focus Aligned with Mission-Critical National Security Priorities

Continued concerns related to the threat posed by certain foreign nations and terrorists have caused the U.S. Government to identify national security as an area of functional and spending priority. Budget pressures, particularly related to DoD spending, have placed a premium on developing and fielding relatively low-cost, high-technology solutions to assist in national security missions. Our primary

capabilities and areas of focus, listed below, are strongly aligned with the objectives of the U.S. Government:

- Intelligence, surveillance and reconnaissance
- Command and control
- Unmanned systems
- Ballistic missile defense
- Cyber security and information assurance

Strategic Geographic Locations and Base Realignment and Closure

The U.S. Base Realignment and Closure Act of 2005 ("BRAC") is the congressionally authorized process the DoD has implemented to reorganize its base structure to fewer, larger bases in order to support U.S. armed forces more efficiently and effectively, increase operational readiness and facilitate new ways of doing business. As a result of the DoD's BRAC transformation, we have concentrated part of our business strategy on building a significant presence in key BRAC receiving locations where the U.S. Federal Government is relocating its personnel and related technical and professional services. We believe our focus on increasing our strategic presence in key BRAC receiving locations will provide us with a significant competitive advantage

Diverse Base of Key Contracts with Low Concentration

As a result of our business development focus on securing key contracts, we are a preferred contractor on numerous multi-year, government-wide acquisition contracts ("GWACs") and multiple award contracts. Our preferred contractor status provides us with the opportunity to bid on hundreds of millions of dollars of business each year against a discrete number of other pre-qualified companies. We have a highly diverse base of contracts with no contract representing more than 5% of our revenue for fiscal year 2010. Our fixed price contracts, almost all of which are production contracts, represent approximately 57% of our revenue for fiscal year 2010. Our cost-plus-fee contracts and time and materials contracts represent approximately 22% and 21%, respectively, of our revenue for fiscal year 2010. We believe our diverse base of key contracts and low reliance on any one contract provides us with a stable, balanced revenue stream.

In-Depth Understanding of Client Missions

We have a reputation for providing mission-critical services and solutions to our clients. Our relationships with our U.S. Army, U.S. Navy and U.S. Air Force customers generally exceed 10 years, enabling us to develop an in-depth understanding of their missions and technical needs. In addition, we have employees located at customer sites, providing us valuable strategic insights into our clients' ongoing and future program requirements. Our in-depth understanding of our clients' missions, in conjunction with the strategic location of our employees, enables us to offer technical solutions tailored to our clients' specific requirements and evolving mission objectives. In addition, once we are on-site with a customer, we have historically been successful in winning recompete business in the vast majority of cases.

Significant Cash Flow Visibility Driven by Stable Backlog

As of June 26, 2011, our pro forma total backlog was approximately $932 million, of which approximately $383 million was funded backlog. The majority of our sales are from orders issued under long-term contracts, typically three to five years in duration. Our contract backlog provides visibility into stable future revenue and cash flow over a diverse set of contracts.

Highly Skilled Employees and an Experienced Management Team

We deliver our services through a skilled workforce of approximately 3,900 employees. Our senior managers have significant experience with U.S. Federal Government agencies, the U.S. military and federal government contractors. Members of our management team have experience growing businesses both organically and through acquisitions. We believe that the cumulative experience and differentiated expertise of our personnel in our core focus areas, coupled with our sizable employee base, many of which hold national security clearances, allows us to qualify for and bid on larger projects in a prime contracting role.

Our Strategy

Our strategy is to grow our business as a leading provider of highly differentiated products, solutions and services in our core areas of focus as noted above by delivering comprehensive, high-end engineering services, technical solutions, product manufacturing, and IT solutions to federal government agencies, while improving our margin rates and overall profitability.

Capitalize on Current Contract Base

We are pursuing new program and contract opportunities and awards, as we build the business, with our expanding customer base, contract portfolio, and product, solution and service offerings. We are aggressively pursuing task orders under existing contract vehicles to maximize our revenue and strengthen our client relationships, though there is no assurance that the federal government will make awards up to the ceiling amounts or that we will be awarded any task orders under these vehicles. We have developed several internal tools that facilitate our ability to track, prioritize and win task orders under these vehicles. Combining these tools with our technical expertise, our strong past performance record and our knowledge of our clients' needs should position us to win additional task orders.

Expand Product, Solution and Service Offerings Provided to Existing Clients

We are focused on expanding the products, solutions and services we provide to our current clients by leveraging our strong relationships, technical capabilities and past performance record, and by offering a wider range of comprehensive solutions as we continue to acquire companies with new areas of specialization. With regard to new areas of specialization, our recent acquisitions have expanded our service offerings to include manufacturing of electronic warfare and attack systems, tactical combat vehicle shelters for C5ISR systems, unmanned systems, weapon systems and warfighters. We believe our understanding of client missions, processes and needs, in conjunction with our full lifecycle IT offerings, including cybersecurity, cyberwarfare and situational awareness, positions us to capture new work from existing clients as the federal government continues to increase the volume of IT services contracted to professional services providers. Moreover, we believe our strong past performance record positions us to expand the level of services we provide to our clients.

Expand Client and Contract Base

We are also focused on expanding our client base into areas with significant growth opportunities by leveraging our capabilities, industry reputation, long-term client relationships and diverse contract base. We anticipate that this expansion will enable us to both pursue additional higher value work and further diversify our revenue base across the federal government. Our long-term relationships with federal government agencies, together with our GWAC vehicles, give us opportunities to win contracts with new clients within these agencies.

Improve Operating Margins

We believe that we have opportunities to increase our operating margins and improve profitability by capitalizing on our corporate infrastructure investments and internally developed tools, improving efficiencies and reducing costs, and concentrating our efforts on increasing the percentage of revenues generated from high value added contracts.

Capitalize on Corporate Infrastructure Investments

In recent periods, we have made significant investments in our senior management and corporate infrastructure in anticipation of future revenue growth. These investments included hiring senior executives with significant experience in the national security industry, strengthening our internal controls over financial reporting and accounting staff in support of public company reporting requirements, expanding our Sensitive Compartmented Information Facilities and other corporate facilities, and expanding our backlog and bid and proposal pipeline. We will be allocating additional resources in our pursuit of new and larger contract opportunities, leveraging our increased scale and robust past performance qualifications. We believe our management experience and corporate infrastructure are more typical of a company with a much larger revenue base than ours. We therefore anticipate that, to the extent our revenue grows, we will be able to leverage this infrastructure base and increase our operating margins.

Concentrate on High Value Added Contracts

We expect to improve our operating margins as we strive to increase the percentage of revenue we derive from our work as a contractor and from engagements where contracts are awarded on a best value, rather than on a low cost, basis. The federal government's move toward performance-based contract awards to realize greater return on its investment has resulted in a shift to greater utilization of best value awards. We believe this shift will enable us to expand our operating margins as we are awarded more contracts of this nature.

Pursue Strategic Acquisitions

We intend to supplement our organic growth by identifying, acquiring and integrating businesses that meet our primary objective of providing us with enhanced capabilities to pursue a broader cross section of the DoD, Department of Homeland Security and other government markets, complement and broaden our existing client base and expand our primary service offerings. Our senior management team has significant acquisition experience.

Risk Factors

An investment in the Exchange Notes involves substantial risks. See "Risk Factors" beginning on page 14 of this prospectus and in our most recent Annual Report on Form 10-K and any subsequent reports on Forms 10-Q and 8-K and other filings with the SEC that are incorporated herein by reference.

Ratio of Earnings to Fixed Charges

The following summary is qualified by the more detailed information appearing in the computation table found in Exhibit 12.1 to the registration statement of which this prospectus is a part and the historical financial statements, including the notes thereto, incorporated by reference in this prospectus.

The following table sets forth our earnings to fixed charges and the dollar amount of the coverage deficiency for the six month period ended June 26, 2011 and the years ending December 31, 2006, December 31, 2007, December 28, 2008, December 27, 2009 and December 26, 2010. We have not included a ratio of earnings to combined fixed charges and preferred stock dividends because no preferred dividends are accrued, accruing or payable on our outstanding preference shares.

	(In millions, except ratio)					
	Fiscal Year Ended					Six Month Period Ended
	December 31, 2006	December 31, 2007	December 28, 2008	December 27, 2009	December 26, 2010	June 26, 2011
Ratio of Earnings to Fixed Charges	—	—	—	—	1.1	—
Deficiency of Earnings Available to Cover Fixed Charges	$ (26.7)	$ (25.9)	$ (104.7)	$ (37.3)	—	$ (9.4)

Corporate Information

We were incorporated in the state of New York on December 19, 1994 and began operations in March 1995. We reincorporated in the state of Delaware in 1997. Our executive offices are located at 4820 Eastgate Mall, San Diego, California 92121, and our telephone number is (858) 812-7300. We maintain a website at www.kratosdefense.com. Information contained in or accessible through our website does not constitute part of this prospectus. Our common stock has been publicly traded since 1999 and is listed on the NASDAQ Global Select Market under the symbol "KTOS".

Summary of the Terms of the Exchange Offer

On July 27, 2011, the Company issued $115.0 million aggregate principal amount of its 10% Senior Secured Notes due 2017 pursuant to that certain indenture, dated as of May 19, 2010, among the Company, the guarantors party thereto and Wilmington Trust, National Association (as successor by merger to Wilmington Trust FSB) ("Wilmington Trust"), as trustee and collateral agent. On July 27, 2011, in connection with the issuance of the Original Notes, we entered into a registration rights agreement in which we agreed that you, as a holder of unregistered Original Notes, would be entitled to exchange your unregistered Original Notes for Exchange Notes registered under the Securities Act. The exchange offer is intended to satisfy these rights. After the exchange offer is completed, you will no longer be entitled to any registration rights with respect to your Original Notes. The Exchange Notes will be our obligation and will be entitled to the benefits of the Indenture relating to the Exchange Notes. The form and terms of the Exchange Notes are identical in all material respects to the form and terms of the Original Notes, except that the Exchange Notes will:

- have been registered under the Securities Act and, therefore, will contain no restrictive legends;
- not have registration rights;
- not have rights to additional interest; and
- bear different CUSIP and ISIN numbers from the Original Notes.

You should read the discussion under the heading "The Exchange Offer" beginning on page 27 and "Description of the Exchange Notes" beginning on page 37 for further information about the exchange offer and the Exchange Notes.

The Exchange Offer	We are offering to exchange up to $115,000,000 aggregate principal amount of Exchange Notes for an identical principal amount of Original Notes.
Expiration of the Exchange Offer	The exchange offer will expire at 5:00 p.m., New York City time, on , 2011, unless we extend the exchange offer, in which case the expiration date will mean the latest date and time to which we extend the exchange offer. See "The Exchange Offer—Expiration Date; Extensions; Amendments."
Procedures for Tendering Original Notes Held in the Form of Book-Entry Interests	The Original Notes were issued as global securities and were deposited with Wilmington Trust who holds the Original Notes as the custodian for The Depository Trust Company ("DTC"). Beneficial interests in the Original Notes are held by participants in DTC on behalf of the beneficial owners of the Original Notes. We refer to beneficial interests in notes held by participants in DTC as notes held in book-entry form. Beneficial interests in notes held in book-entry form are shown on, and transfers of the notes can be made only through, records maintained in book-entry form by DTC and its participants.

If you are a holder of an Original Note held in the form of a book-entry interest and you wish to tender your book-entry interest for exchange in the exchange offer, you must transmit to Wilmington Trust, as exchange agent, on or prior to the expiration date of the exchange offer, the following:

- a computer-generated message transmitted by means of DTC's Automated Tender Offer Program ("ATOP") system that, when received by the exchange agent will form a part of a confirmation of book-entry transfer in which you acknowledge and agree to be bound by the terms of the letter of transmittal; and
- a timely confirmation of book-entry transfer of your Original Notes into the exchange agent's account at DTC, according to the procedure for book-entry transfers described in this prospectus under the heading "The Exchange Offer—Procedures for Tendering."

Procedures for Tendering Original Notes Held in Certificated Form

If you hold your Original Notes in certificated form and wish to accept the exchange offer, sign and date the letter of transmittal, and deliver the letter of transmittal, along with certificates for the Original Notes and any other required documentation, to the exchange agent on or before the expiration date in accordance with the instructions contained in this prospectus and the letter of transmittal.

Special Procedures for Beneficial Owners

If you are a beneficial owner whose Original Notes are registered in the name of a broker, dealer, commercial bank, trust company or other nominee and wish to tender those Original Notes in the exchange offer, please contact the registered holder as soon as possible and instruct them to tender on your behalf and comply with the instructions in this prospectus and the letter of transmittal.

Guaranteed Delivery Procedures

If you are unable to deliver the Original Notes, the letter of transmittal or any other required documents to the exchange agent or comply with the applicable ATOP procedures prior to the expiration date, you may tender your Original Notes according to the guaranteed delivery procedures described in this prospectus under the heading "The Exchange Offer—Guaranteed Delivery Procedures."

Withdrawal Rights

You may withdraw the Original Notes you tendered by furnishing a notice of withdrawal to the exchange agent or by complying with applicable ATOP procedures at any time before 5:00 p.m. New York City time on the expiration date. See "The Exchange Offer—Withdrawal of Tenders."

Acceptance of Original Notes and Delivery of Exchange Notes	If the conditions described under "The Exchange Offer—Conditions" are satisfied, we will accept for exchange any and all Original Notes that are properly tendered and not withdrawn before the expiration date. See "The Exchange Offer—Procedures for Tendering." If we close the exchange offer, the Exchange Notes will be delivered promptly following the expiration date. Otherwise, we will promptly return any Original Notes accepted.
Consequences of Failure to Exchange	If you do not exchange your Original Notes for Exchange Notes, you will continue to be subject to the restrictions on transfer provided in the Original Notes and in the Indenture. In general, the Original Notes may not be offered or sold unless registered under the Securities Act, except pursuant to an exemption from, or in a transaction not subject to, the Securities Act and applicable state securities laws. We do not intend to register the Original Notes under the Securities Act.
Registration Rights	You are entitled to exchange your Original Notes for Exchange Notes with substantially identical terms. This exchange offer satisfies this right. After the exchange offer is completed, you will no longer be entitled to any exchange or registration rights with respect to your Original Notes.
Federal Income Tax Considerations	The exchange of Original Notes for Exchange Notes in the exchange offer will not be a taxable event for U.S. federal income tax purposes. See "The Exchange Offer—Federal Income Tax Consequences" and "Certain U.S. Federal Income Tax Considerations" for a discussion of U.S. federal income tax considerations you should consider before tendering your Original Notes in the exchange offer.
Exchange Agent	Wilmington Trust is serving as exchange agent for the exchange offer. The address for the exchange agent is listed under "The Exchange Offer—Exchange Agent." If you would like more information about the procedures for the exchange offer, you should call the exchange agent at (302) 636-6181. The facsimile number for the exchange agent is (302) 636-4139, Attention: Sam Hamed.

See "The Exchange Offer" for more detailed information concerning the terms of the exchange offer.

The Exchange Notes

The form and terms of the Exchange Notes to be issued in the exchange offer are the same as the form and terms of the Original Notes, except that the Exchange Notes will be registered under the Securities Act and, accordingly, will not bear legends restricting their transfer and will not be entitled to any rights under the registration rights agreement. The Exchange Notes issued in the exchange offer will evidence the same debt as the Original Notes, and both the Original Notes and the Exchange Notes are governed by the same indenture.

Issuer	Kratos Defense & Security Solutions, Inc.
Title	$115,000,000 aggregate principal amount of 10% Senior Secured Notes due 2017.
Maturity Date	June 1, 2017.
Interest Rate	We will pay interest on the Exchange Notes at an annual interest rate of 10%.
Interest Payment Dates	We will make interest payments on the Exchange Notes semi-annually in arrears on each December 1 and June 1, beginning December 1, 2011. Interest will accrue from and including June 1, 2011.
Guarantees	The Exchange Notes will be fully and unconditionally guaranteed, jointly and severally, on a senior secured basis by our existing and future domestic restricted subsidiaries (other than discontinued subsidiaries).
Ranking	The Exchange Notes and the guarantees will rank senior in right of payment to all of our and the guarantors' existing and future subordinated indebtedness and equal in right of payment with all of our and the guarantors' existing and future senior indebtedness, including indebtedness under our revolving credit facility (the "Revolver").
Security Interest	The Exchange Notes and the related guarantees will be secured by a lien on substantially all of our and the guarantors' assets, subject to certain exceptions and permitted liens. However, the security interest in such assets (other than real property, plant, equipment, certain intellectual property and the capital stock of our subsidiaries (collectively, the "Notes Priority Collateral")) that secure the Exchange Notes and the Exchange Guarantees will be contractually subordinated to liens thereon that secure the Revolver. The security interest in assets securing the Revolver that consist of Notes Priority Collateral will be contractually subordinated to liens thereon that secure the Exchange Notes.

Optional Redemption	On or after June 1, 2014, we may redeem some or all of the Exchange Notes at the redemption prices set forth under "Description of the Exchange Notes—Redemption—Optional Redemption on or after June 1, 2014," plus accrued and unpaid interest to the date of redemption. Prior to June 1, 2013, we may redeem up to 35% of the aggregate principal amount of the Exchange Notes at the premium set forth under "Description of the Exchange Notes—Redemption—Optional Redemption Upon Equity Offerings," plus accrued and unpaid interest to the redemption date, with the net cash proceeds of certain equity offerings. In addition, we may, at our option, redeem some or all of the Exchange Notes at any time prior to June 1, 2014, by paying a "make whole" premium, plus accrued and unpaid interest, if any, to the date of redemption.
Change of Control Offer	If we experience certain change-of-control events, the holders of the Exchange Notes will have the right to require us to purchase all or a portion of their Exchange Notes at a price in cash equal to 101% of the principal amount thereof, plus accrued and unpaid interest to the date of purchase.
Asset Sale Offer	Upon certain asset sales, we may be required to offer to use the net proceeds thereof to purchase some of the Exchange Notes at 100% of the principal amount thereof, plus accrued and unpaid interest to the date of purchase.
Use of Proceeds	We will not receive any cash proceeds from the issuance of the Exchange Notes. See "Use of Proceeds."

See "Description of the Exchange Notes" for more detailed information about the terms of Exchange Notes.

RISK FACTORS

An investment in the Exchange Notes involves significant risks. You should consider carefully the following risk factors and all of the information contained in this prospectus before deciding whether to participate in the exchange offer. The risks and uncertainties described below are not the only risks and uncertainties that we face. Additional risks and uncertainties not presently known to us or that we currently deem immaterial may also impair our business operations. If any of those risks actually occurs, our business, financial condition and results of operations would suffer. The risks discussed below also include forward-looking statements. See "Forward-Looking Statements" in this prospectus.

Risks Related to the Exchange Notes and the Exchange Offer

We significantly increased our leverage in connection with the financing of recent acquisitions and the Transactions and currently have substantial indebtedness, which could have a negative impact on our financing options and liquidity position and have adverse effects on our business.

In connection with the Transactions, we incurred an additional $115.0 million of indebtedness and, as of June 26, 2011, have approximately $516.3 million of total indebtedness. As a result of this increased indebtedness, our interest payment obligations have increased significantly. The degree to which we are leveraged could have adverse effects on our business, including the following:

- it may make it difficult for us to satisfy our obligations under the Kratos Notes and our other indebtedness and contractual and commercial commitments;
- it may limit our flexibility in planning for, or reacting to, changes in our business and the industries in which we operate;
- it may require us to dedicate a substantial portion of our cash flow from operations to payments on our indebtedness, thereby reducing the availability of our cash flow to fund working capital, capital expenditures and other general corporate purposes;
- it may restrict us from making strategic acquisitions or exploiting business opportunities;
- it may place us at a competitive disadvantage compared to our competitors that have less debt;
- it may limit our ability to borrow additional funds;
- it may prevent us from raising the funds necessary to repurchase the Kratos Notes or other outstanding notes tendered to us if there is a change of control, which would constitute a default under the Indenture and under the Revolver; and
- it may decrease our ability to compete effectively or operate successfully under adverse economic and industry conditions.

Our ability to meet our debt service obligations will depend upon our future performance, which may be subject to financial, business and other factors affecting our operations, many of which are beyond our control.

Despite our current indebtedness level, we and our subsidiaries may still be able to incur substantially more debt, which could exacerbate the risks associated with our substantial leverage.

We may be able to incur substantial additional indebtedness in the future. Although the Indenture and the credit agreement governing the Revolver will limit our ability and the ability of our subsidiaries to incur additional indebtedness, these restrictions are subject to a number of qualifications and exceptions and, under certain circumstances, debt incurred in compliance with these restrictions could be substantial. For example, indebtedness in excess of $25.0 million may be incurred under the Revolver in reliance on the $15.0 million general debt basket as well as the fixed charge debt

incurrence test, which additional indebtedness may be secured subject to certain conditions. See clause (22) of the definition of the term "Permitted Liens" under "Description of the Exchange Notes—Certain Definitions." In addition, the Indenture and the credit agreement governing the Revolver will not prevent us from incurring obligations that do not constitute indebtedness. See the sections entitled "Description of the Exchange Notes—Certain Covenants—Limitation on Incurrence of Additional Indebtedness and Issuance of Preferred Stock" and "Description of Certain Indebtedness." To the extent that we incur additional indebtedness or such other obligations, the risks associated with our substantial leverage described above, including our possible inability to service our debt, would increase.

Our debt service obligations may adversely affect our cash flow.

A higher level of indebtedness increases the risk that we may default on our debt obligations. We may not be able to generate sufficient cash flow to pay the interest on our debt, and future working capital, borrowings or equity financing may not be available to pay or refinance such debt. If we are unable to generate sufficient cash flow to pay the interest on our debt, we may have to delay or curtail our operations.

Our ability to generate cash flows from operations and to make scheduled payments on our indebtedness will depend on our future financial performance. Our future financial performance will be affected by a range of economic, competitive and business factors that we cannot control. A significant reduction in operating cash flows resulting from changes in economic conditions, increased competition or other events beyond our control could increase the need for additional or alternative sources of liquidity and could have a material adverse effect on our business, financial condition, results of operations, prospects and our ability to service our debt and other obligations. If we are unable to service our indebtedness, we will be forced to adopt an alternative strategy that may include actions such as reducing capital expenditures, selling assets, restructuring or refinancing our indebtedness or seeking additional equity capital. These alternative strategies may not be effected on satisfactory terms, if at all, and they may not yield sufficient funds to make required payments on the Kratos Notes and our other indebtedness.

If for any reason we are unable to meet our debt service and repayment obligations, we would be in default under the terms of the agreements governing our debt, which would allow our creditors at that time to declare certain outstanding indebtedness to be due and payable, which would in turn trigger cross-acceleration or cross-default rights between the relevant agreements. In addition, our lenders could compel us to apply all of our available cash to repay our borrowings or they could prevent us from making payments on the Kratos Notes. If the amounts outstanding under the Kratos Notes, the Revolver, and any other indebtedness, were to be accelerated, our assets may not be sufficient to repay in full the money owed to the lenders or to our other debt holders, including you as noteholders.

A portion of our business is conducted through foreign subsidiaries and the failure to generate sufficient cash flow from these subsidiaries, or otherwise repatriate or receive cash from these subsidiaries, could result in our inability to repay our indebtedness, including the Exchange Notes.

As of June 26, 2011, approximately 7% of our consolidated assets, based on book value, were held by foreign subsidiaries. Our ability to meet our debt service obligations (including those relating to the Exchange Notes) with cash from foreign subsidiaries will depend upon the results of operations of these subsidiaries and may be subject to legal, contractual or other restrictions and other business considerations. In addition, dividend and interest payments to us from the foreign subsidiaries may be subject to foreign withholding taxes, which would reduce the amount of funds we receive from such foreign subsidiaries. Dividends and other distributions from our foreign subsidiaries may also be subject

to fluctuations in currency exchange rates and legal and other restrictions on repatriation, which could further reduce the amount of funds we receive from such foreign subsidiaries.

In general, when an entity in a foreign jurisdiction repatriates cash to the U.S., the amount of such cash is treated as a dividend taxable at current U.S. tax rates. Accordingly, upon the distribution of cash to us from our foreign subsidiaries, we will be subject to U.S. income taxes. Although foreign tax credits may be available to reduce the amount of the additional tax liability, these credits may be limited and only offset the tax paid in the foreign jurisdiction, not the excess of the U.S. tax rate over the foreign tax rate. Therefore, to the extent that we must use cash generated in foreign jurisdictions to make principal or interest payments on the Kratos Notes, there may be a cost associated with repatriating the cash to the U.S.

The lien-ranking provisions set forth in the intercreditor agreement will substantially limit the rights of the holders of the Kratos Notes with respect to liens on the assets (other than Notes Priority Collateral) securing the Kratos Notes and the Kratos Guarantees.

The liens on our assets (other than Notes Priority Collateral, defined under "Description of the Exchange Notes—Collateral") securing the Kratos Notes and the Kratos Guarantees will be contractually subordinated to the liens thereon that secure the Revolver and will be *pari passu* with the liens that secure the Kratos Notes. The holders of obligations under the Revolver will be entitled to receive proceeds from any realization of such collateral to repay their obligations in full before the holders of the Kratos Notes and other obligations secured by liens subordinated to the Revolver will be entitled to any recovery from such collateral. In the event of a foreclosure, the proceeds from the sale of all of such collateral may not be sufficient to satisfy the amounts outstanding under the Kratos Notes after payment in full of all obligations secured by the Revolver.

The rights of the holders of the Kratos Notes with respect to the liens on our assets (other than Notes Priority Collateral) securing the Kratos Notes and the Kratos Guarantees will therefore be substantially limited pursuant to the terms of the lien-ranking provisions set forth in the intercreditor agreement. Under those lien-ranking provisions, at any time that the Revolver is outstanding, any actions that may be taken in respect of such assets, including the ability to cause the commencement of enforcement proceedings against such assets and to control the conduct of such proceedings, and the approval of releases of such assets from the lien of the collateral documents, will be at the direction of the lenders under the Revolver. The trustee, on behalf of the holders of the Kratos Notes, will not, for significant periods of time, have the ability to control or direct such actions, even if the rights of the holders of the Kratos Notes are adversely affected. See "Description of the Exchange Notes—Intercreditor Agreement."

The imposition of certain permitted liens will cause the assets on which such liens are imposed to be excluded from the collateral securing the Kratos Notes and the Kratos Guarantees. There are also certain other categories of property that are also excluded from the collateral.

The Indenture permits liens in favor of third parties to secure certain indebtedness, such as indebtedness incurred under the Revolver (which could exceed $65.0 million in the aggregate), purchase money indebtedness and capital lease obligations, and assets subject to such liens will in certain circumstances be excluded from the collateral securing the Kratos Notes and the Kratos Guarantees. Our ability to incur purchase money indebtedness and capital lease obligations on a secured basis is subject to limitations as described in "Description of the Exchange Notes—Certain Covenants—Limitation on Incurrence of Additional Indebtedness and Issuance of Preferred Stock" and "—Limitation on Liens." Certain of these third party liens rank senior to the liens securing the Kratos Notes. In addition, certain categories of assets are excluded from the collateral securing the Kratos Notes and the Kratos Guarantees and the liens on certain categories of assets are not required to be perfected. Excluded assets include certain contracts, certain equipment, and the assets of any

non-guarantor subsidiary and certain capital stock of certain subsidiaries. See "Description of the Exchange Notes—Collateral." If an event of default occurs and the Kratos Notes are accelerated, the Kratos Notes and the Kratos Guarantees will rank equally with the holders of other unsubordinated and unsecured indebtedness of the relevant entity with respect to such excluded property and will be effectively subordinated to holders of obligations secured by a lien perfected on such excluded property.

The value of the collateral securing the Kratos Notes may not be sufficient to satisfy all the obligations evidenced by or relating to such Kratos Notes secured by such collateral. As a result, holders of such Kratos Notes may not receive full payment on such Kratos Notes following an event of default.

No appraisal has been made of the collateral securing the Kratos Notes. The value of the collateral in the event of liquidation will depend upon market and economic conditions, the availability of buyers and similar factors. The collateral does not include contracts, agreements, licenses and other rights that by their express terms prohibit the assignment thereof or the grant of a security interest therein. Some of these may be material to us and such exclusion could have a material adverse effect on the value of the collateral. By its nature, some or all of the collateral may not have a readily ascertainable market value or may not be saleable or, if saleable, there may be substantial delays in its liquidation. To the extent that liens, security interests and other rights granted to other parties (including with respect to collateral that secures such Kratos Notes, the lenders under the Revolver) encumber assets owned by us, those parties have or may exercise rights and remedies with respect to the property subject to their liens that could adversely affect the value of that collateral and the ability of the trustee under the Indenture governing the Kratos Notes or the holders thereof to realize or foreclose on that collateral. Consequently, we cannot assure investors in the Kratos Notes that liquidating the collateral securing the Kratos Notes would produce proceeds in an amount sufficient to pay in full any amounts due under such Kratos Notes after also satisfying the obligations to pay any creditors with prior claims on the collateral, including, with respect to collateral that secures such Kratos Notes, the lenders under the Revolver. If the proceeds of any sale of collateral are not sufficient to repay all amounts due on the Kratos Notes, the holders of the Kratos Notes (to the extent not repaid from the proceeds of the sale of the collateral securing the Kratos Notes) would have only an unsecured, unsubordinated claim against our and the guarantors' remaining assets. In addition, under the intercreditor agreement between the collateral agent for the Kratos Notes and the agent under the Revolver, the right of the lenders to exercise certain remedies with respect to the collateral could delay liquidation of the collateral. Bankruptcy laws and other laws relating to foreclosure and sale could also substantially delay or prevent the ability of the collateral agent or any holder of the Kratos Notes to obtain the benefit of any collateral securing the Kratos Notes. Such delays could have a material adverse effect on the value of the collateral.

Consequently, liquidating the collateral securing the Kratos Notes and the Kratos Guarantees may not result in proceeds in an amount sufficient to pay any amounts due under the Kratos Notes and holders of *pari passu* claims after also satisfying the obligations to pay any creditors with prior liens (including the lenders under the Revolver). If the proceeds of any sale of collateral are not sufficient to repay all amounts due on the Kratos Notes, the holders of such Kratos Notes (to the extent not repaid from the proceeds of the sale of the collateral securing such Kratos Notes) would have only an unsecured, unsubordinated claim against our remaining assets and the remaining assets of the guarantors of such Kratos Notes.

The Indenture and the credit agreement governing our Revolver impose significant operating and financial restrictions on us and our subsidiaries that may prevent us and our subsidiaries from pursuing certain business opportunities and restrict our ability to operate our business.

The Indenture and the credit agreement governing our Revolver contain covenants that restrict our and our subsidiaries' ability to:

- incur or guarantee additional indebtedness or issue certain preferred stock;
- pay dividends or make other distributions on, or redeem or purchase, any equity interests or make other restricted payments;
- make certain acquisitions or investments;
- create or incur liens;
- transfer or sell assets;
- incur restrictions on the payments of dividends or other distributions from our restricted subsidiaries;
- enter into transactions with affiliates; and
- consummate a merger or consolidation or sell, assign, transfer, lease or otherwise dispose of all or substantially all of our assets.

Our Revolver also requires us to comply with specified financial ratios, including a borrowing base availability and minimum fixed charge coverage ratio. Our ability to comply with these covenants will likely be affected by many factors, including events beyond our control, and we may not be able to satisfy those requirements. Our failure to comply with our debt-related obligations could result in an event of default under our other indebtedness and the acceleration of our other indebtedness, in whole or in part, could result in an event of default under the Indenture.

The restrictions contained in the Indenture and in the credit agreement governing the Revolver will also limit our ability and the ability of our subsidiaries to plan for or react to market conditions, meet capital needs or otherwise restrict our respective activities or business plans and adversely affect the ability to finance our respective operations, enter into acquisitions or to engage in other business activities that would be in our respective interests.

The collateral will in most cases be under our control and the sale of particular assets by us could reduce the pool of assets securing the Kratos Notes and the Kratos Guarantees secured thereby.

The collateral documents allow us to remain in possession of, retain exclusive control over, freely operate, and collect, invest and dispose of any income from, the collateral securing the Kratos Notes and the related guarantees secured thereby. There are circumstances other than repayment or discharge of the Kratos Notes under which the collateral securing the Kratos Notes and the Kratos Guarantees will be released automatically, without your consent or the consent of the trustee, including:

- a sale, transfer or other disposal of such collateral in a transaction not prohibited under the Indenture governing the Kratos Notes;
- with respect to collateral held by a guarantor, upon the release of such guarantor from its guarantee of the Kratos Notes;
- with respect to collateral that is capital stock, upon the dissolution of the issuer of such capital stock in accordance with the Indenture governing the Kratos Notes; and

- with respect to our assets (other than Notes Priority Collateral) that secure the Revolver, upon any release in connection with a foreclosure or exercise of remedies with respect to such collateral in accordance with the terms of the Revolver.

Pursuant to the terms of the intercreditor agreement, the holders of the Kratos Notes may not be able to control actions with respect to the collateral, whether or not the holders of the Kratos Notes agree or disagree with those actions.

In addition, the Indenture also permits us to designate any existing or future restricted subsidiary that is a guarantor of the Kratos Notes or any future subsidiary as an unrestricted subsidiary. If we designate such a future subsidiary guarantor as an unrestricted subsidiary for purposes of the Indenture, all of the liens on any collateral owned by such subsidiary or any of its subsidiaries and any guarantees of the Kratos Notes by such subsidiary or any of its subsidiaries will be released under the Indenture but not necessarily under the Revolver. Designation of an unrestricted subsidiary will reduce the aggregate value of the collateral securing the Kratos Notes to the extent that liens on the assets of the unrestricted subsidiary and its subsidiaries are released.

The rights of holders of Kratos Notes to the collateral securing such Kratos Notes may be adversely affected by the failure to perfect security interests in the collateral and other issues generally associated with the realization of security interests in collateral.

Your rights in the collateral securing the Kratos Notes may be adversely affected by the failure to perfect security interests in certain collateral in the future. Applicable law requires that certain property and rights acquired after the grant of a general security interest, such as real property, equipment subject to a certificate and certain proceeds, can be perfected only at the time at which such property and rights are acquired and identified. The trustee and the collateral agent for the Kratos Notes may not monitor, and we are not required to inform the trustee and the collateral agent of, the future acquisition of property and rights that constitute collateral, and necessary action may not be taken to properly perfect the security interest in such after- acquired collateral. The collateral agent for the Kratos Notes has no obligation to monitor the acquisition of additional property or rights that constitute collateral or the perfection of any security interest in favor of the Kratos Notes against third parties. A failure to monitor such acquisition and take necessary action may result in the loss of the effectiveness of the grant of the security interest therein or the priority of the security interest in favor of the holders of such Kratos Notes against third parties.

In addition, the security interest of the collateral agent for the Kratos Notes will be subject to practical challenges generally associated with the realization of security interests in collateral. For example, the collateral agent may need to obtain the consent of third parties and make additional filings. If we are unable to obtain these consents or make these filings, the security interests may be invalid and the holders of the Kratos Notes will not be entitled to the collateral or any recovery with respect to the collateral. The collateral agent may not be able to obtain any such consent. Further, the consents of any third parties may not be given when required to facilitate a foreclosure on such collateral. Accordingly, the collateral agent may not have the ability to foreclose upon those assets, and the value of the collateral may significantly decrease. We are also not required to obtain third party consents in certain categories of collateral.

The pledge of the capital stock of our subsidiaries that secure the Kratos Notes will automatically be released from the lien on them and no longer constitute collateral when the pledge of such capital stock or such other securities would require the filing of separate financial statements with the SEC for that subsidiary.

The Kratos Notes and the Kratos Guarantees will be secured by a pledge of the stock of some of our subsidiaries. Under the SEC regulations in effect as of the date of this prospectus, if the par value, book value as carried by us or market value (whichever is greatest) of the capital stock, other securities

or similar items of a subsidiary pledged as part of the collateral to secure such Kratos Notes is greater than or equal to 20% of the aggregate principal amount of the Kratos Notes then outstanding, such a subsidiary would be required to provide separate financial statements to the SEC. Therefore, the Indenture and the related collateral documents provide that any capital stock and other securities of our subsidiaries will be excluded from the collateral to the extent that the pledge of such capital stock would cause such companies to be required to file separate financial statements with the SEC pursuant to Rule 3-16 of Regulation S-X (as in effect from time to time).

As a result, holders of the Kratos Notes could lose a portion or all of their security interest in the capital stock or other securities of those subsidiaries. It may be more difficult, costly and time-consuming for holders of the Kratos Notes to foreclose on the assets of a subsidiary that guarantees such Kratos Notes than to foreclose on its capital stock so the proceeds realized upon any such foreclosure could be significantly less than those that would have been received upon any sale of the capital stock or other securities of such subsidiary. See "Description of the Exchange Notes—Collateral."

Rights of holders of Exchange Notes in the collateral secured thereby may be adversely affected by bankruptcy proceedings.

The right of the collateral agent for the Exchange Notes to repossess and dispose of the collateral securing the Exchange Notes upon acceleration is likely to be significantly impaired by U.S. federal bankruptcy law if bankruptcy proceedings are commenced by or against us prior to or possibly even after the collateral agent has repossessed and disposed of the collateral. Under the U.S. Bankruptcy Code, a secured creditor, such as the collateral agent for the Exchange Notes, is prohibited from repossessing its security from a debtor in a bankruptcy case, or from disposing of security repossessed from a debtor, without bankruptcy court approval. Moreover, bankruptcy law permits the debtor to continue to retain and to use collateral, and the proceeds, products, rents or profits of the collateral, even though the debtor is in default under the applicable debt instruments; *provided* that the secured creditor is given "adequate protection." The meaning of the term "adequate protection" may vary according to circumstances, but it is intended in general to protect the value of the secured creditor's interest in the collateral and may include cash payments or the granting of additional security, if and at such time as the court in its discretion determines, for any diminution in the value of the collateral as a result of the stay of repossession or disposition or any use of the collateral by the debtor during the pendency of the bankruptcy case. In view of the broad discretionary powers of a bankruptcy court, it is impossible to predict how long payments under the Exchange Notes could be delayed following commencement of a bankruptcy case, whether or when the collateral agent would repossess or dispose of the collateral, or whether or to what extent holders of the Exchange Notes would be compensated for any delay in payment of loss of value of the collateral through the requirements of "adequate protection." Furthermore, in the event the bankruptcy court determines that the value of the collateral is not sufficient to repay all amounts due on the Exchange Notes, the holders of the Exchange Notes would have "under-secured claims" as to the difference. Federal bankruptcy laws do not permit the payment or accrual of interest, costs and attorneys' fees for "under-secured claims" during the debtor's bankruptcy case. Additionally, the collateral agent's ability to foreclose on the collateral on your behalf may be subject to the consent of third parties, prior liens and practical problems associated with the realization of the trustee's security interest in the collateral. Moreover, the debtor or trustee in a bankruptcy case may seek to void an alleged security interest in collateral for the benefit of the bankruptcy estate. It may successfully do so if the security interest is not properly perfected or was perfected within a specified period of time (generally 90 days) prior to the initiation of such proceeding. Under such circumstances, a creditor may hold no security interest and be treated as holding a general unsecured claim in the bankruptcy case. It is impossible to predict what recovery (if any) would be available for such an unsecured claim if we became a debtor in a bankruptcy case. While U.S. bankruptcy law generally invalidates provisions restricting a debtor's ability to assume and/or

assign a contract, there are exceptions to this rule which could be applicable in the event that we become subject to a U.S. bankruptcy proceeding.

Under certain circumstances, a court could cancel the Exchange Notes or the Exchange Guarantees and the security interests that secure the Exchange Notes and such Exchange Guarantees under fraudulent conveyance laws.

The issuance of the Exchange Notes and the related Exchange Guarantees may be subject to review under U.S. federal or state fraudulent transfer laws. If we become a debtor in a case under the U.S. Bankruptcy Code or encounter other financial difficulty, a court could avoid (that is, cancel) our obligations under the Exchange Notes. The court might do so if it finds that when we issued the Exchange Notes, (i) we received less than reasonably equivalent value or fair consideration and (ii) we either (a) were or were rendered insolvent, (b) were left with inadequate capital to conduct our business or (c) believed or reasonably should have believed that we would incur debts beyond our ability to pay. The court could also avoid the Exchange Notes, without regard to the factors described in clauses (i) and (ii) above, if it finds that we issued the Exchange Notes with actual intent to hinder, delay or defraud our creditors.

Similarly, if one of the guarantors of the Exchange Notes becomes a debtor in a case under the U.S. Bankruptcy Code or encounters other financial difficulty, a court might cancel its Exchange Guarantee if it finds that when such guarantor issued its Exchange Guarantee (or in some jurisdictions, when payments become due under the Exchange Guarantee of such Exchange Notes), factors (i) and (ii) above applied to such guarantor, such guarantor was a defendant in an action for money damages or had a judgment for money damages docketed against it (if, in either case, after final judgment the judgment is unsatisfied), or if it found that such guarantor issued its Exchange Guarantee with actual intent to hinder, delay or defraud its creditors.

A court could avoid any payment by us or any such guarantor pursuant to the Exchange Notes or the Exchange Guarantee thereof or any realization on the pledge of assets securing the Exchange Notes or the Exchange Guarantees of such Exchange Notes, and require the return of any payment or the return of any realized value to us or such guarantor, as the case may be, or to a fund for the benefit of our or such guarantor's creditors. In addition, under the circumstances described above, a court could subordinate rather than avoid obligations under the Exchange Notes, the Exchange Guarantees or the pledges. If the court were to avoid any Exchange Guarantee, funds may not be available to pay the Exchange Notes from another guarantor thereof or from any other source.

The test for determining solvency for purposes of the foregoing will vary depending on the law of the jurisdiction being applied. In general, a court would consider an entity insolvent either if the sum of its existing debts exceeds the fair value of all of its property, or its assets' present fair saleable value is less than the amount required to pay the probable liability on its existing debts as they become due. For this analysis, "debts" include contingent and unliquidated debts. If a court avoided our obligations under the Exchange Notes and the obligations of such guarantor under its Exchange Guarantee thereof, holders of the Exchange Notes would cease to be our creditors or creditors of such guarantor and likely have no source from which to recover amounts due under the Exchange Notes. Even if the Exchange Guarantee of such guarantor is not avoided as a fraudulent transfer, a court may subordinate such Exchange Guarantee to such guarantor's other debt. In that event, such Exchange Guarantee would be structurally subordinated to all of such guarantor's other debt.

The Indenture will limit the liability of each guarantor on its Exchange Guarantee of the Exchange Notes issued thereunder to the maximum amount that such guarantor can incur without risk that its Exchange Guarantee will be subject to avoidance as a fraudulent transfer. This limitation may not protect such Exchange Guarantees from fraudulent transfer challenges or, if it does, the remaining

amount due and collectible under the Exchange Guarantees may not suffice, if necessary, to pay the Exchange Notes in full when due.

Any future pledge of collateral may be avoidable in bankruptcy.

Any future pledge of collateral in favor of the trustee or collateral agent under the Indenture may be avoidable by the pledgor (a debtor in possession) or by its trustee in bankruptcy if certain events or circumstances exist or occur, including, among others, if (i) the pledgor is insolvent at the time of the pledge, (ii) the pledge permits the holders of the Kratos Notes to receive a greater recovery than if the pledge had not been given and (iii) a bankruptcy proceeding in respect of the pledgor is commenced within 90 days following the pledge or the perfection thereof, or, in certain circumstances, a longer period.

The collateral is subject to casualty risks.

We intend to maintain insurance or otherwise insure against hazards in a manner appropriate and customary for our business. There are, however, certain losses that may be either uninsurable or not economically insurable, in whole or in part. Insurance proceeds may not compensate us fully for our losses. If there is a complete or partial loss of any of the collateral, the insurance proceeds may not be sufficient to satisfy all of the secured obligations, including the Kratos Notes and the Kratos Guarantees secured thereby.

Our ability to repurchase the Kratos Notes upon a change of control may be limited.

Upon the occurrence of specific change of control events, we will be required to offer to repurchase all outstanding Kratos Notes at 101% of the principal amount, plus accrued and unpaid interest, if any, to the date of repurchase. The lenders under the Revolver will have the right to accelerate the indebtedness thereunder upon a change of control. Any of our future debt agreements may contain a similar provision. However, we may not have sufficient funds at the time of the change of control to make the required repurchase of Kratos Notes or repayment of our other indebtedness. Any of our future debt agreements may contain similar restrictions. If we fail to repurchase any Kratos Notes submitted in a change of control offer, it would constitute an event of default under the Indenture governing the Kratos Notes which would, in turn, constitute an event of default under the Revolver and could constitute an event of default under our other indebtedness, even if the change of control itself would not cause a default. Important corporate events, such as takeovers, recapitalizations or similar transactions, may not constitute a change of control under the Indenture governing the Kratos Notes and thus not permit the holders of the Kratos Notes to require us to repurchase or redeem the Kratos Notes. See "Description of the Exchange Notes—Repurchase Upon Change of Control."

The Kratos Notes may receive a reduced rating in the future, which could cause a decline in the liquidity or market price of the Exchange Notes.

If in the future one or more rating agencies assigns the Kratos Notes a reduced rating lower than the current rating, the market price of the Kratos Notes may be adversely affected.

If you do not exchange your Original Notes pursuant to this exchange offer, you may never be able to sell your Original Notes.

It may be difficult for you to sell your Original Notes that are not exchanged in the exchange offer. The Original Notes may not be offered or sold unless they are registered or there are exemptions from the registration requirements under the Securities Act and applicable state securities laws. If you

do not tender your Original Notes or if we do not accept some of your Original Notes, those notes will continue to be subject to the transfer and exchange restrictions in:

- the Indenture;
- the legend on the Original Notes; and
- the offering circular relating to the Original Notes.

The restrictions on transfer of your Original Notes arise because we issued the Original Notes pursuant to an exemption from the registration requirements of the Securities Act and applicable state securities laws. In general, you may only offer or sell the Original Notes if they are registered under the Securities Act and applicable state securities laws, or offered and sold pursuant to an exemption from such requirements. Holders who do not tender their Original Notes will not have any further registration rights under the registration rights agreement or otherwise, and we do not intend to register the Original Notes under the Securities Act. To the extent Original Notes are tendered and accepted in the exchange offer, the trading market, if any, for the Original Notes would be adversely affected. See "The Exchange Offer—Procedures for Tendering."

There is no active market for the Exchange Notes and if an active trading market does not develop for the Exchange Notes you may not be able to resell them.

The Exchange Notes are a new issue of securities for which there is currently no trading market. We do not intend to list the Exchange Notes on any national securities exchange or include the Exchange Notes for quotation on any automated dealer quotation system. The initial purchasers of the Stage I Notes indicated that they intend to make a market in the notes; however, they are not obligated to do so and any market-making activities may be discontinued at any time without notice. In addition, market-making activity will be subject to the limits imposed by law. Historically, the market for non-investment grade debt has been subject to disruptions that have caused substantial volatility in the prices of securities similar to the Exchange Notes. Any such disruptions could adversely affect the prices at which the Exchange Notes may be sold.

Further, even if a market were to exist, the Exchange Notes could trade at prices that may be lower than the initial offering price depending on many factors, including prevailing interest rates, the markets for similar securities, general economic conditions and our financial condition, current stock price, performance and prospects. The liquidity of, and the trading market for, the Exchange Notes may be adversely affected by general declines or disruptions in the market for non-investment grade debt.

Some holders that exchange their Original Notes may be required to comply with registration and prospectus delivery requirements in connection with the sale or transfer of their Exchange Notes.

Holders that exchange Original Notes in the exchange offer for the purpose of participating in a distribution of the Exchange Notes may be deemed to have received restricted securities and, if so, will be required to comply with the registration and prospectus delivery requirements of the Securities Act in connection with any resale transaction. Each broker-dealer that receives Exchange Notes for its own account in exchange for Original Notes which were acquired by such broker-dealer as a result of market-making or other trading activities may be deemed to be a statutory underwriter under the Securities Act and must comply with the registration and prospectus delivery requirements of the Securities Act in connection with any resale transaction. Holders that are required to comply with the registration and prospectus delivery requirements may face additional burdens on the transfer of their Exchange Notes and could incur liability for failure to comply with applicable requirements.

Your Original Notes will not be accepted for exchange if you fail to follow the applicable exchange offer procedures and, as a result, your Original Notes will continue to be subject to existing transfer restrictions and you may not be able to sell them.

We will not accept your Original Notes for exchange if you do not follow the applicable exchange offer procedures. We will issue Exchange Notes as part of the applicable exchange offer only after timely receipt of your Original Notes, a properly completed and duly executed letter of transmittal and all other required documents. Therefore, if you want to tender your Original Notes, please allow sufficient time to ensure timely delivery. If we do not receive your Original Notes, a properly completed and duly executed letter of transmittal and other required documents by the expiration date of the applicable exchange offer, we will not accept your Original Notes for exchange. We are under no duty to give notification of defects or irregularities with respect to the tenders of Original Notes for exchange. If there are defects or irregularities with respect to your tender of Original Notes, we will not accept your Original Notes for exchange.

Other Risks Related to Kratos

The entire Federal Government is currently operating under the authority of a Continuing Resolution for the fiscal year ending September 30, 2012. The Continuing Resolution provides aggregate funding of $1.043 trillion (the amount for fiscal year 2012 set forth in the Budget Control Act of 2011) for programs and services, including DoD budgets. The Continuing Resolution runs through November 18, 2011, after which Congress will either pass a new appropriations bill, extend the Continuing Resolution, or shut down the government for all nonessential Federal Government services. A shut down of the government for all nonessential Federal Government services could cause the government, government agencies or prime contractors that use Kratos as a subcontractor, to reduce their purchases under existing contracts, to exercise their rights to terminate contracts at-will, to abstain from exercising options to renew contracts, to delay or refrain from making new contract awards, or to delay the payment of Kratos' invoices, any of which could have an adverse effect on Kratos' business, financial condition and results of operations.

In addition to the foregoing risks, we are, and will continue to be, subject to the risks described in our Annual Report on Form 10-K for the year ended December 26, 2010 and in our subsequent reports on Forms 10-Q and 8-K and other filings with the SEC. All such reports are or will be filed with the SEC and are incorporated by reference into this prospectus. See the section entitled "Where You Can Find More Information" beginning on page 103.

SELECTED HISTORICAL CONSOLIDATED FINANCIAL DATA

The following table sets forth our selected historical consolidated financial data as of the dates and for each of the periods indicated. The selected historical consolidated financial data for the fiscal years ended December 26, 2010, December 27, 2009 and December 28, 2008 and as of December 26, 2010 and December 27, 2009 is derived from our audited consolidated financial statements, which are incorporated by reference into this prospectus. The selected historical consolidated financial data for the fiscal years ended December 31, 2007 and December 31, 2006 and as of December 28, 2008, December 31, 2007 and December 31, 2006 is derived from our audited historical consolidated financial statements, which are not included or incorporated by reference into this prospectus. The selected historical consolidated financial data for the six months ended and as of June 26, 2011 and June 27, 2010 is derived from our unaudited condensed consolidated financial statements incorporated by reference into this prospectus. In our opinion, such unaudited condensed consolidated financial statements include all adjustments (consisting of normal recurring adjustments) necessary for a fair presentation of our financial position and results of operations for such periods. Interim results for the six months ended and as of June 26, 2011 are not necessarily indicative of, and are not projections for, the results to be expected for the fiscal year ending December 25, 2011.

You should read the selected historical consolidated financial data below together with "Management's Discussion and Analysis of Financial Condition and Results of Operations" and with the consolidated financial statements and notes to the consolidated financial statements for the year ended December 26, 2010, included in our Annual Report on Form 10-K, and for the six months ended June 26, 2011, included in our Quarterly Report on Form 10-Q, each of which has been filed with the

SEC and all of which are incorporated by reference into this prospectus. See the section entitled "Where You Can Find More Information."

	Fiscal Year Ended					Six Months Ended (unaudited)	
	December 31, 2006	December 31, 2007	December 28, 2008	December 27, 2009	December 26, 2010	June 27, 2010	June 26, 2011
	(All amounts except per share data in millions)						
Consolidated Statements of Operations Financial Data:							
Revenue	$ 138.2	$ 180.7	$ 286.2	$ 334.5	$ 408.5	$ 167.8	$ 293.9
Gross profit	26.2	29.7	58.2	69.3	90.0	132.6	221.1
Operating income (loss) from continuing operations	(25.9)	(23.6)	(93.2)	(27.0)	23.1	8.1	10.1
Provision (benefit) for income taxes	14.5	1.3	(0.7)	1.0	(12.7)	(11.4)	(0.3)
Income (loss) from continuing operations	(41.2)	(27.2)	(104.0)	(38.3)	14.6	10.7	(9.1)
Income (loss) from discontinued operations	(16.7)	(13.6)	(7.1)	(3.2)	(0.1)	0.2	0.4
Net income (loss)	$ (57.9)	$ (40.8)	$ (111.1)	$ (41.5)	$ 14.5	$ 10.9	$ (8.7)
Income (loss) from continuing operations per common share							
Basic	$ (5.56)	$ (3.67)	$ (11.18)	$ (2.76)	$ 0.88	$ .67	$ (0.40)
Diluted	$ (5.56)	$ (3.67)	$ (11.18)	$ (2.76)	$ 0.87	$ .65	$ (0.40)
Income (loss) from discontinued operations per common share							
Basic	$ (2.26)	$ (1.84)	$ (0.77)	$ (0.23)	$ (0.01)	$ 0.01	$ 0.02
Diluted	$ (2.26)	$ (1.84)	$ (0.77)	$ (0.23)	$ (0.01)	$ 0.01	$ 0.02
Net income (loss) per common share							
Basic	$ (7.82)	$ (5.51)	$ (11.95)	$ (2.99)	$ 0.87	$ 0.68	$ (0.38)
Diluted	$ (7.82)	$ (5.51)	$ (11.95)	$ (2.99)	$ 0.86	$ 0.66	$ (0.38)
Weighted average shares							
Basic	7.4	7.4	9.3	13.9	16.6	16.0	22.6
Diluted	7.4	7.4	9.3	13.9	16.9	16.4	22.6

	As of					As of (unaudited)	
	December 31, 2006	December 31, 2007	December 28, 2008	December 29, 2009	December 26, 2010	June 27, 2010	June 26, 2011
	(all amounts in millions)						
Consolidated Balance Sheet Data:							
Cash and cash equivalents	$ 5.6	$ 8.9	$ 3.7	$ 9.9	$ 10.8	$ 43.4	$ 100.4
Working capital	(3.8)	23.4	35.0	37.1	65.8	84.5	224.1
Total assets	337.7	335.3	312.4	241.6	536.1	473.1	912.4
Short-term debt	51.4	2.7	6.1	4.7	0.6	1.0	—
Long-term debt	—	74.0	76.9	51.6	226.1	225.0	516.3
Total stockholders' equity	$ 187.1	$ 167.2	$ 146.9	$ 124.9	$ 169.9	$ 137.5	$ 227.0

USE OF PROCEEDS

We will not receive any cash proceeds from the issuance of the Exchange Notes. In consideration for issuing the Exchange Notes as contemplated in this prospectus, we will receive in exchange Original Notes in like principal amount. The Original Notes surrendered in exchange for Exchange Notes will be retired and canceled and cannot be reissued. Issuance of the Exchange Notes will not result in a change in our amount of outstanding debt.

THE EXCHANGE OFFER

Purpose and Effect of the Exchange Offer

On July 27, 2011, the Company issued $115.0 million aggregate principal amount of the Original Notes pursuant to the Indenture. In connection with the purchase and sale of the Original Notes, we entered into a registration rights agreement with the initial purchasers of the Original Notes in which we agreed that you, as a holder of unregistered Original Notes, would be entitled to exchange your unregistered Original Notes for Exchange Notes registered under the Securities Act. The exchange offer is intended to satisfy these rights. After the exchange offer is completed, you will no longer be entitled to any registration rights with respect to your Original Notes. The Exchange Notes will be our obligation and will be entitled to the benefits of the Indenture relating to the Exchange Notes. The form and terms of the Exchange Notes are identical in all material respects to the form and terms of the Original Notes, except that the Exchange Notes will:

- have been registered under the Securities Act and, therefore, will contain no restrictive legends;
- not have registration rights;
- not have rights to additional interest; and
- bear different CUSIP and ISIN numbers from the Original Notes.

Resale of the Exchange Notes

Based upon an interpretation by the staff of the SEC contained in no-action letters issued to third parties, we believe that you may exchange Original Notes for Exchange Notes in the ordinary course of business. For further information on the SEC's position, see Exxon Capital Holdings Corporation, available May 13, 1988, Morgan Stanley & Co. Incorporated, available June 5, 1991 and Shearman & Sterling, available July 2, 1993, and other interpretive letters to similar effect. You will be allowed to resell Exchange Notes to the public without further registration under the Securities Act and without delivering to purchasers of the Exchange Notes a prospectus that satisfies the requirements of Section 10 of the Securities Act so long as you do not participate, do not intend to participate, and have no arrangement with any person to participate, in a distribution of the Exchange Notes. However, the foregoing does not apply to you if you are: a broker-dealer who purchased the Exchange Notes directly from us to resell pursuant to Rule 144A or any other available exemption under the Securities Act; or you are an "affiliate" of ours within the meaning of Rule 405 under the Securities Act.

In addition, if you are a broker-dealer, or you acquire Exchange Notes in the exchange offer for the purpose of distributing or participating in the distribution of the Exchange Notes, you cannot rely on the position of the staff of the SEC contained in the no-action letters mentioned above and must comply with the registration and prospectus delivery requirements of the Securities Act in connection with any resale transaction, unless an exemption from registration is otherwise available.

Each broker-dealer that receives Exchange Notes for its own account in exchange for Original Notes, which the broker-dealer acquired as a result of market-making activities or other trading activities, must acknowledge that it will deliver a prospectus in connection with any resale of the Exchange Notes. The letter of transmittal for use in connection with any such resale will state that by

so acknowledging and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act. A broker-dealer may use this prospectus, as it may be amended or supplemented from time to time, in connection with resales of Exchange Notes received in exchange for Original Notes which the broker-dealer acquired as a result of market-making or other trading activities.

Terms of the Exchange Offer

Upon the terms and subject to the conditions stated in this prospectus and in the letter of transmittal, we will accept all Original Notes properly tendered and not withdrawn prior to 5:00 p.m. New York City time, on the expiration date. After authentication of the Exchange Notes by the trustee or an authenticating agent, we will issue $1,000 principal amount of Exchange Notes in exchange for each $1,000 principal amount of Original Notes accepted in the exchange offer. Holders may tender some or all of their Original Notes in denominations of $2,000 or any integral multiple of $1,000.

If you wish to exchange your Original Notes for Exchange Notes in the exchange offer, you will be required to represent that:

- any Exchange Notes to be received by you will be acquired in the ordinary course of your business;
- that, at the time of the commencement and consummation of the exchange offer, you have no arrangement or understanding with any person to participate in the distribution (within the meaning of the Securities Act) of the Exchange Notes in violation of the Securities Act;
- that you are not our "affiliate" (as defined in Rule 405 promulgated under the Securities Act) or, if you are an affiliate, you will comply with any applicable registration and prospectus delivery requirements;
- if you are not a broker-dealer, that you are not engaged in, and do not intend to engage in, the distribution of Exchange Notes; and
- if you are a broker-dealer that will receive Exchange Notes for your own account in exchange for Original Notes that were acquired as a result of market-making or other trading activities, that you will deliver a prospectus in connection with any resale of such Exchange Notes.

You will make these representations to us by signing or agreeing to be bound by the letter of transmittal.

Broker-dealers that are receiving Exchange Notes for their own account must have acquired the Original Notes as a result of market-making or other trading activities in order to participate in the exchange offer. Each broker-dealer that receives Exchange Notes for its own account pursuant to this exchange offer must acknowledge that it will deliver a prospectus in connection with any resale of the Exchange Notes during the 180-day period following the completion of the exchange offer, exclusive of any period during which a stop order suspending the effectiveness of the registration statement of which this prospectus is a part is in effect or we have suspended the use of this prospectus. The letter of transmittal states that by so acknowledging and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act. This prospectus, as it may be amended or supplemented from time to time, may be used by a broker-dealer during the 180-day period following the closing of the exchange offer in connection with resales of Exchange Notes received in exchange for Original Notes where such Original Notes were acquired by such broker-dealer as a result of market-making or other trading activities. We have agreed that, during the 180-day period following the closing of the exchange offer, we will make this prospectus available to any broker-dealer for use in connection with any such resale. See "Plan of Distribution."

The Exchange Notes will evidence the same debt as the Original Notes and will be issued under and entitled to the benefits of the same indenture. The form and terms of the Exchange Notes are identical in all material respects to the form and terms of the Original Notes except that:

- the Exchange Notes will be issued in a transaction registered under the Securities Act;
- the Exchange Notes will bear different CUSIP and ISIN numbers from the Original Notes;
- the Exchange Notes will not be subject to transfer restrictions and, except in limited circumstances, holders of Exchange Notes will have no registration rights; and
- provisions providing for an increase in the stated interest rate on the Original Notes if the Original Notes are not exchanged for registered Exchange Notes will be eliminated.

Holders of Original Notes that are not entitled to participate in the exchange offer and holders who do not receive freely tradable Exchange Notes will have, for a period of 180 days following the consummation of the exchange offer, the right to require us to file a registration statement covering resales of their notes. If we do not timely file or cause this resale registration statement to become effective, these holders will be entitled to additional interest.

As of the date of this prospectus, $115.0 million aggregate principal amount of the Original Notes was outstanding. In connection with the issuance of the Original Notes, we arranged for the Original Notes to be issued and transferable in book-entry form through the facilities of DTC, acting as depositary. The Exchange Notes will also be issuable and transferable in book-entry form through DTC.

This prospectus, together with the accompanying letter of transmittal, is initially being sent to all registered holders as of the close of business on , 2011. We intend to conduct the exchange offer as required by the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the rules and regulations of the SEC under the Exchange Act, including Rule 14e-1, to the extent applicable.

The exchange offer is not conditioned upon any minimum aggregate principal amount of Original Notes being tendered, and holders of the Original Notes do not have any appraisal or dissenters' rights under the General Corporation Law of the State of Delaware or under the Indenture in connection with the exchange offer. No governmental approvals or consents must be received to consummate the exchange offer. We shall be considered to have accepted Original Notes tendered according to the procedures in this prospectus when, as and if we have given oral or written notice of acceptance to the exchange agent. See "—Exchange Agent." The exchange agent will act as agent for the tendering holders for the purpose of receiving Exchange Notes from us and delivering Exchange Notes to those holders.

If any tendered Original Notes are not accepted for exchange because of an invalid tender or the occurrence of other events described in this prospectus, the unaccepted Original Notes will be credited to the holder's account at DTC according to the procedures described below or, in the case of Original Notes tendered by delivery of certificates, certificates for these unaccepted Original Notes will be returned, at our cost, to the tendering holder of the Original Notes, promptly after the expiration date.

Holders who tender Original Notes in the exchange offer will not be required to pay brokerage commissions or fees or, except as described in the following sentence, transfer taxes related to the exchange of Original Notes in the exchange offer. If you instruct us to register Exchange Notes in the name of, or request that Original Notes not tendered or not accepted in the exchange offer be returned to, a person other than you, you will be responsible for the payment of any applicable transfer tax. We will pay all charges and expenses, other than applicable taxes, in connection with the exchange offer. See "—Solicitation of Tenders; Fees and Expenses."

Neither we nor our board of directors makes any recommendation to holders of Original Notes as to whether to tender or refrain from tendering all or any portion of their Original Notes pursuant to the exchange offer. Moreover, no one has been authorized to make any recommendation. Holders of Original Notes must make their own decision whether to tender in the exchange offer and, if so, the amount of Original Notes to tender after reading this prospectus and the letter of transmittal and consulting with their advisors, if any, based on their own financial position and requirements.

Expiration Date; Extensions; Amendments

The term "expiration date" shall mean 5:00 p.m., New York City time, on , 2011 unless we, in our sole discretion, extend the exchange offer, in which case the term "expiration date" shall mean the latest date to which the exchange offer is extended.

We expressly reserve the right, in our sole discretion:

- to delay acceptance of any Original Notes or to terminate the exchange offer and to refuse to accept Original Notes not previously accepted, if any of the conditions described under "—Conditions" shall have occurred and shall not have been waived by us;
- to extend the expiration date of the exchange offer;
- to amend the terms of the exchange offer in any manner;
- to purchase or make offers for any Original Notes that remain outstanding subsequent to the expiration date; and
- to the extent permitted by applicable law, to purchase Original Notes in the open market, in privately negotiated transactions or otherwise.

The terms of the purchases or offers described in the fourth and fifth clauses above may differ from the terms of the exchange offer.

Any delay in acceptance, termination, extension, or amendment will be followed as promptly as practicable by oral or written notice to the exchange agent and by making a public announcement. If the exchange offer is amended in a manner determined by us to constitute a material change, we will promptly disclose the amendment in a manner reasonably calculated to inform the holders.

Without limiting the manner in which we may choose to make public announcements of any delay in acceptance, termination, extension, or amendment of the exchange offer, we shall have no obligation to publish, advise, or otherwise communicate any public announcement, other than by making a timely press release to an appropriate news agency.

You are advised that we may extend the exchange offer because some of the holders of the Original Notes do not tender on a timely basis.

Interest on the Exchange Notes

The Exchange Notes will bear interest from and including June 1, 2011, or, if later, the most recent date on which interest was paid or provided for on the Original Notes surrendered for the Exchange Notes, at a rate of 10% per year. Accordingly, holders of Original Notes that are accepted for exchange will not receive interest that is accrued but unpaid on the Original Notes at the time of tender. We will pay interest on the Exchange Notes twice a year, on December 1st and June 1st, beginning December 1, 2011.

Procedures for Tendering

Only a holder may tender his, her or its Original Notes in the exchange offer. Any beneficial owner whose Original Notes are registered in the name of such owner's broker, dealer, commercial bank, trust company or other nominee or are held in book-entry form and who wishes to tender should contact the registered holder promptly and instruct the registered holder to tender on such owner's behalf. If the beneficial owner wishes to tender on his, her or its own behalf, the beneficial owner must, prior to completing and executing the letter of transmittal and delivering the owner's Original Notes, either make appropriate arrangements to register ownership of the Original Notes in the owner's name or obtain a properly completed bond power from the registered holder. The transfer of record ownership may take considerable time and may not be completed prior to the expiration date.

The tender by a holder will constitute an agreement between the holder, us and the exchange agent according to the terms and subject to the conditions described in this prospectus and in the letter of transmittal.

A holder who desires to tender Original Notes and who cannot comply with the procedures set forth in this prospectus for tender on a timely basis or whose Original Notes are not immediately available must comply with the procedures for guaranteed delivery set forth below.

The method of delivery of Original Notes and the letter of transmittal and all other required documents to the exchange agent is at the election and risk of the holders. Delivery of such documents will be deemed made only when actually received by the exchange agent or deemed received under the ATOP procedures described below. In all cases, sufficient time should be allowed to assure delivery to the exchange agent prior to the expiration date. No letter of transmittal or Original Notes should be sent to us. Holders may also request that their respective brokers, dealers, commercial banks, trust companies or nominees effect the tender for holders in each case as described in this prospectus and in the letter of transmittal.

Original Notes Held in Book-Entry Form. We understand that the exchange agent will make a request promptly after the date of the prospectus to establish accounts for the Original Notes for the purpose of facilitating the exchange offer, and subject to their establishment, any financial institution that is a participant in DTC may make book-entry delivery of the Original Notes by causing DTC to transfer the Original Notes into the exchange agent's account for the Original Notes using DTC's procedures for transfer.

The exchange offer is eligible for DTC's ATOP. Accordingly, DTC participants may, instead of physically completing and signing the letter of transmittal and delivering it to the exchange agent, electronically transmit their acceptance of the exchange offer by causing DTC to transfer Original Notes held in book-entry form to the exchange agent in accordance with DTC's ATOP procedures for transfer. DTC will then send a book-entry confirmation, including an agent's message to the exchange agent.

The term "agent's message" means a message transmitted by DTC, received by the exchange agent and forming part of the book-entry confirmation, which states that DTC has received an express acknowledgment from the participant in DTC tendering Original Notes that are the subject of that book-entry confirmation that the participant has received and agrees to be bound by the terms of the letter of transmittal, and that we may enforce such agreement against such participant. If you use ATOP procedures to tender Original Notes you will not be required to deliver a letter of transmittal to the exchange agent, but you will be bound by its terms just as if you had signed it.

If you desire to tender Original Notes held in book-entry form with DTC, the exchange agent must receive, prior to 5:00 p.m. New York City time on the expiration date, at its address set forth in this prospectus, a confirmation of book-entry transfer of the Original Notes into the exchange agent's account at DTC, which is referred to in this prospectus as a "book-entry confirmation," and an agent's

message transmitted pursuant to DTC's ATOP procedures. In lieu of transmitting an agent's message pursuant to DTC's ATOP procedures, you may deliver to the exchange agent, prior to 5:00 p.m. New York City time on the expiration date, at the address set forth in this prospectus, a properly completed and validly executed letter of transmittal, or manually signed facsimile thereof, together with any signature guarantees and other documents required by the instructions in the letter of transmittal.

Original Notes Held in Certificated Form. For a holder to validly tender Original Notes held in physical or certificated form, the exchange agent must receive, prior to 5:00 p.m. New York City time on the expiration date, at its address set forth in this prospectus:

- a properly completed and validly executed letter of transmittal, or a manually signed facsimile thereof, together with any signature guarantees and any other documents required by the instructions to the letter of transmittal; and

- certificates for tendered Original Notes.

Signatures. Signatures on a letter of transmittal or a notice of withdrawal, as the case may be, must be guaranteed by a member firm of a registered national securities exchange or of the National Association of Securities Dealers, Inc., a commercial bank or trust company having an office or correspondent in the United States or an "eligible guarantor institution" within the meaning of Rule 17Ad-15 under the Exchange Act, unless the Original Notes tendered with the letter of transmittal are tendered:

- by a registered holder who has not requested that Exchange Notes or certificates representing Original Notes not being tendered be issued to a person other than the registered holder, sent to an address other than that of a registered holder or credited to a different account maintained at DTC; or

- for the account of an institution eligible to guarantee signatures.

If the letter of transmittal is signed by a person other than the registered holder or DTC participant who is listed as the owner, the Original Notes must be endorsed or accompanied by appropriate bond powers which authorize the person to tender the Original Notes on behalf of the registered holder or DTC participant who is listed as the owner, in either case signed as the name of the registered holder who appears on the Original Notes or the DTC participant who is listed as the owner. If the letter of transmittal or any Original Notes or bond powers are signed or endorsed by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity, those persons should so indicate when signing and, unless waived by us, submit evidence satisfactory to us of their authority to so act with the letter of transmittal.

If you tender your Original Notes through ATOP, signatures and signature guarantees are not required.

Determinations of Validity. All questions as to the validity, form, eligibility, including time of receipt, acceptance and withdrawal of the tendered Original Notes will be determined by us in our sole discretion. This determination will be final and binding. We reserve the absolute right to reject any and all Original Notes not properly tendered or any Original Notes our acceptance of which would, in the opinion of our counsel, be unlawful. We also reserve the absolute right to waive any irregularities or conditions of tender as to particular Original Notes. Our interpretation of the terms and conditions of the exchange offer, including the instructions in the letter of transmittal, will be final and binding on all parties. Unless waived, any defects or irregularities in connection with tenders of Original Notes must be cured within the time we shall determine. Although we intend to notify holders of defects or irregularities related to tenders of Original Notes, neither we, the exchange agent nor any other person shall be under any duty to give notification of defects or irregularities related to tenders of Original

Notes, nor shall any of us incur liability for failure to give notification. Tenders of Original Notes will not be considered to have been made until the irregularities have been cured or waived. Any Original Notes received by the exchange agent that we determine are not properly tendered or the tender of which is otherwise rejected by us and as to which the defects or irregularities have not been cured or waived by us will be returned by the exchange agent to the tendering holder unless otherwise provided in the letter of transmittal, promptly following the expiration date.

Guaranteed Delivery Procedures

Holders who wish to tender their Original Notes and:

- whose Original Notes are not immediately available;
- who cannot complete the procedure for book-entry transfer on a timely basis;
- who cannot deliver their Original Notes, the letter of transmittal or any other required documents to the exchange agent prior to the expiration date; or
- who cannot complete a tender of Original Notes held in book-entry form using DTC's ATOP procedures on a timely basis;

may effect a tender if they tender through an institution eligible to guarantee signatures described under "—Procedures for Tendering—Signatures," or if they tender using ATOP's guaranteed delivery procedures.

A tender of Original Notes made by or through an eligible institution will be accepted if:

- prior to 5:00 p.m., New York City time, on the expiration date, the exchange agent receives from an eligible institution a properly completed and duly executed notice of guaranteed delivery, by facsimile transmittal, mail or hand delivery, that:

  (1) sets forth the name and address of the holder, the certificate number or numbers of the holder's Original Notes and the principal amount of the Original Notes tendered;

  (2) states that the tender is being made; and

  (3) guarantees that, within three business days after the expiration date, a properly completed and validly executed letter of transmittal or facsimile, together with a certificate(s) representing the Original Notes to be tendered in proper form for transfer, or a confirmation of book-entry transfer into the exchange agent's account at DTC of Original Notes delivered electronically, and any other documents required by the letter of transmittal will be deposited by the eligible institution with the exchange agent.

- the properly completed and executed letter of transmittal or a facsimile, together with the certificate(s) representing all tendered Original Notes in proper form for transfer, or a book-entry confirmation, and all other documents required by the letter of transmittal are received by the exchange agent within three business days after the expiration date.

A tender made through DTC's ATOP procedures will be accepted if:

- prior to 5:00 p.m., New York City time, on the expiration date, the exchange agent receives an agent's message from DTC stating that DTC has received an express acknowledgment from the participant in DTC tendering the Original Notes that they have received and agree to be bound by the notice of guaranteed delivery; and
- the exchange agent receives, within three business days after the expiration date, either:

  (1) a book-entry confirmation, including an agent's message, transmitted via DTC's ATOP procedures; or

(2) a properly completed and executed letter of transmittal or a facsimile, together with the certificate(s) representing all tendered Original Notes in proper form for transfer, or a book-entry confirmation, and all other documents required by the letter of transmittal.

Upon request to the exchange agent, a notice of guaranteed delivery will be sent to holders who wish to tender their Original Notes according to the guaranteed delivery procedures described above.

Withdrawal of Tenders

Except as otherwise provided in this prospectus, tenders of Original Notes may be withdrawn at any time prior to 5:00 p.m., New York City time, on the expiration date. To withdraw a tender of Original Notes in the exchange offer:

- a written or facsimile transmission of a notice of withdrawal must be received by the exchange agent at its address listed below prior to 5:00 p.m., New York City time, on the expiration date; or
- you must comply with DTC's ATOP withdrawal procedures.

Any notice of withdrawal must:

- specify the name of the person having deposited the Original Notes to be withdrawn;
- identify the Original Notes to be withdrawn, including the certificate number or numbers and principal amount of the Original Notes or, in the case of Original Notes transferred by book-entry transfer, the name and number of the account at DTC from which the Original Notes were tendered and the name and number of the account at DTC to be credited;
- be signed by the same person and in the same manner as the original signature on the letter of transmittal by which the Original Notes were tendered, including any required signature guarantee, or be accompanied by documents of transfer sufficient to permit the trustee for the Original Notes to register the transfer of the Original Notes into the name of the person withdrawing the tender; and
- specify the name in which any of these Original Notes are to be registered, if different from that of the person who deposited the Original Notes to be withdrawn.

All questions as to the validity, form and eligibility, including time of receipt, of the withdrawal notices will be determined by us, and our determination shall be final and binding on all parties. Any Original Notes so withdrawn will be judged not to have been tendered according to the procedures in this prospectus for purposes of the exchange offer, and no Exchange Notes will be issued in exchange for those Original Notes unless the Original Notes so withdrawn are validly retendered. Any Original Notes that have been tendered but are not accepted for exchange will be returned to the holder of the Original Notes without cost to the holder or, in the case of Original Notes tendered by book-entry transfer into the holder's account at DTC, according to the procedures described above. This return or crediting will take place as soon as practicable after withdrawal, rejection of tender or termination of the exchange offer. Properly withdrawn Original Notes may be retendered by following one of the procedures described above under "—Procedures for Tendering" at any time prior to the expiration date.

Conditions

The exchange offer is subject only to the following conditions:

- the compliance of the exchange offer with applicable law, any applicable policy or interpretation of the Staff of the SEC;
- the proper tender of the Original Notes; and
- the representation by each holder of the Original Notes (i) that any Exchange Notes to be received by it will be acquired in the ordinary course of its business; (ii) that, at the time of the commencement and consummation of the exchange offer, it has no arrangement or understanding with any person to participate in the distribution (within the meaning of the Securities Act) of the Exchange Notes in violation of the Securities Act; (iii) that it is not our "affiliate" (as defined in Rule 405 promulgated under the Securities Act) or, if it is an affiliate, it will comply with any applicable registration and prospectus delivery requirements; (iv) if such holder is not a broker-dealer, that it is not engaged in, and does not intend to engage in, the distribution of Exchange Notes; and (v) if such holder is a broker-dealer that will receive Exchange Notes for its own account in exchange for Original Notes that were acquired as a result of market-making or other trading activities, that it will deliver a prospectus in connection with any resale of such Exchange Notes.

If any of these conditions are not met, we will not be required to accept for exchange, or to issue Exchange Notes in exchange for, any Original Notes and may terminate or amend the exchange offer. These conditions are for our sole benefit and may be asserted by us regardless of the circumstances giving rise to any such condition or may be waived by us in whole or in part at any time and from time to time in our discretion. All such conditions must be satisfied or waived by us at or before the expiration date.

Exchange Agent

Wilmington Trust has been appointed as exchange agent for the exchange offer. In this capacity, the exchange agent has no fiduciary duties and will be acting solely on the basis of our directions. Requests for assistance, requests for additional copies of this prospectus or of the letter of transmittal, and requests for the notice of guaranteed delivery should be directed to the exchange agent. You should send certificates for Original Notes, letters of transmittal and any other required documents to the exchange agent addressed to:

By Regular Mail, Overnight Mail or Courier:
Wilmington Trust, National Association
c/o Wilmington Trust Company
Rodney Square North
1100 North Market Street
Wilmington, DE 19890-1626

Delivery of the letter of transmittal to an address other than as listed above or transmission of instructions via facsimile other than as described above does not constitute a valid delivery of the letter of transmittal.

Solicitation of Tenders; Fees and Expenses

We will bear the expenses of requesting that holders of Original Notes tender those notes for Exchange Notes. The principal solicitation under the exchange offer is being made by mail. Additional solicitations may be made by our officers and regular employees and our affiliates in person, by telegraph, telephone or telecopier.

We have not retained any dealer-manager in connection with the exchange offer and will not make any payments to brokers, dealers or other persons soliciting acceptances of the exchange offer. We will, however, pay the exchange agent reasonable and customary fees for its services and will reimburse the exchange agent for its reasonable out-of-pocket costs and expenses in connection with the exchange offer and will indemnify the exchange agent for all losses and claims incurred by it as a result of the exchange offer. We may also pay brokerage houses and other custodians, nominees and fiduciaries the reasonable out-of-pocket expenses incurred by them in forwarding copies of this prospectus, letters of transmittal and related documents to the beneficial owners of the Original Notes and in handling or forwarding tenders for exchange.

We will pay the expenses to be incurred in connection with the exchange offer, including fees and expenses of the exchange agent and trustee, SEC registration fees, and accounting and legal fees, printing costs, transfer taxes and related fees and expenses.

You will not be obligated to pay any transfer tax in connection with the exchange, except if you instruct us to register Exchange Notes in the name of, or request that Original Notes not tendered or not accepted in the exchange offer be returned to, a person other than you, you will be responsible for the payment of any applicable transfer tax.

Accounting Treatment

The Exchange Notes will be recorded at the same carrying value as the Original Notes, as reflected in our accounting records on the date of the exchange. Accordingly, no gain or loss for accounting purposes will be recognized by us upon the closing of the exchange offer. We will amortize the expenses of the exchange offer over the term of the Exchange Notes.

Federal Income Tax Consequences

The exchange of the Original Notes for the Exchange Notes in the exchange offer will not constitute a taxable event or exchange for U.S. federal income tax purposes, and thus will have no U.S. federal income tax consequences to holders of Original Notes. The Exchange Notes received pursuant to the exchange offer will be treated as a continuation of the Original Notes. Consequently, there will be no change in a holder's adjusted tax basis in the Exchange Notes, and the holder's holding period in the Exchange Notes will be the same as that applicable to the Original Notes. In addition, the U.S. federal income tax consequences of holding and disposing of the Exchange Notes will be the same as those applicable to the Original Notes.

Participation in the Exchange Offer; Untendered Notes

Participation in the exchange offer is voluntary. Holders of the Original Notes are urged to consult their financial and tax advisors in making their own decisions on what action to take.

As a result of the making of, and upon acceptance for exchange of all Original Notes tendered under the terms of, this exchange offer, we will have fulfilled a covenant contained in the terms of the registration rights agreement. Holders of the Original Notes who do not tender in the exchange offer will continue to hold their Original Notes and will be entitled to all the rights, and subject to the limitations, applicable to the Original Notes under the Indenture. Holders of Original Notes will no longer be entitled to any rights under the registration rights agreement that by their terms terminate or cease to have further effect as a result of the making of this exchange offer. See "Description of the Exchange Notes." All untendered Original Notes will continue to be subject to the restrictions on transfer described in the Indenture. To the extent that Original Notes are tendered and accepted in the exchange offer, the trading market for untendered Original Notes could be adversely affected. This is because there will probably be many fewer remaining Original Notes outstanding following the exchange, significantly reducing the liquidity of the untendered Original Notes.

We may in the future seek to acquire untendered Original Notes in the open market or through privately negotiated transactions, through subsequent exchange offers or otherwise. We intend to make any acquisitions of Original Notes following the applicable requirements of the Exchange Act, and the rules and regulations of the SEC under the Exchange Act, including Rule 14e-1, to the extent applicable. We have no present plan to acquire any Original Notes that are not tendered in the exchange offer or to file a registration statement to permit resales of any Original Notes that are not tendered in the exchange offer.

DESCRIPTION OF THE EXCHANGE NOTES

You can find the definitions of certain terms used in this description under the subheading "Certain Definitions." In this description, "Kratos" and "the Company" refers only to Kratos Defense & Security Solutions, Inc. and not to any of its subsidiaries.

Kratos will issue the Exchange Notes under the indenture, dated as of May 19, 2010, among itself, the guarantors and Wilmington Trust, National Association (as successor by merger to Wilmington Trust FSB), as trustee and collateral agent (as amended or supplemented to the date hereof, the "indenture" or "Indenture") pursuant to which the Company previously issued the Existing Notes (as defined below) on May 19, 2010 and on April 15, 2011, respectively, and the Original Notes on July 27, 2011. The Exchange Notes will be subject to and governed by the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act"). The terms of the Exchange Notes will include those stated in the indenture and those made part of the indenture by reference to the Trust Indenture Act. Unless the context requires otherwise, all references to the "Notes" include the Original Notes and the Exchange Notes and all references to the guarantees or the "Guarantees" include the Original Guarantees and the Exchange Guarantees. The Existing Notes, the Exchange Notes, the Original Notes and any Additional Notes (as defined below) will be treated as a single class for all purposes of the indenture. The failure to consummate the exchange offer or to register the Original Notes for resale may result in the Company paying Additional Interest (as defined below).

The following description is a summary of the material provisions of the indenture, but it does not restate the agreement in its entirety. Since this description is only a summary, you should refer to the (i) indenture and the forms of the Notes, which are filed as exhibits to our Current Report on Form 8-K, filed with the SEC on May 25, 2010, and (ii) the four supplemental indentures to the Indenture filed as exhibits to our Current Reports on Form 8-K, filed with the SEC on February 8, 2011, April 7, 2011, April 20, 2011 and July 29, 2011, respectively, for a complete description of our obligations and your rights. Certain defined terms used in this description but not defined below under "—Certain Definitions" have the meanings assigned to them in the indenture.

The registered holder of an Exchange Note will be treated as the owner of it for all purposes. Only registered holders will have rights under the indenture.

Brief Description of the Notes and the Guarantees

The Notes. The Notes:

- are senior secured obligations of the Company;
- rank equally in right of payment with all other senior obligations of the Company, including all borrowings under our Credit Agreement and the Existing Notes, and senior in right of payment to all Indebtedness that by its terms is subordinated to the Notes;
- pursuant to the Intercreditor Agreement, are secured by a Lien on the Notes Priority Collateral of the Company that is contractually senior to the Lien thereon that secures the Credit Agreement, subject to Permitted Liens;

- pursuant to the Intercreditor Agreement, are secured by a Lien on the Credit Facility Priority Collateral of the Company that is contractually subordinated to a Lien thereon that secures the Credit Agreement, subject to Permitted Liens;

- are effectively junior to the Company's obligations under the Credit Agreement, to the extent of the value of the Credit Facility Priority Collateral of the Company securing such obligations, and effectively senior to the Company's obligations under Indebtedness secured on a junior priority basis by Liens on the Notes Priority Collateral of the Company to the extent of the value of the Notes Priority Collateral of the Company; and

- are unconditionally guaranteed, jointly and severally, on a senior secured basis by all of the Company's existing and future Domestic Restricted Subsidiaries (other than Discontinued Subsidiaries), as set forth under "—Guarantees" below.

The Guarantees. The Notes are initially guaranteed by all of our existing and future direct and indirect Domestic Restricted Subsidiaries (other than Discontinued Subsidiaries). Each Guarantee of a Guarantor is:

- a senior secured obligation of such Guarantor;

- ranked equally in right of payment with all other senior obligations of such Guarantor, including all of such Guarantor's obligations under the Credit Agreement and its Existing Guarantee, and senior in right of payment to all Indebtedness that by its terms is subordinated to the Guarantee of such Guarantor;

- pursuant to the Intercreditor Agreement, secured by a Lien on the Notes Priority Collateral of such Guarantor that is contractually senior to a Lien thereon that secures the Credit Agreement, subject to Permitted Liens;

- pursuant to the Intercreditor Agreement, secured by a Lien on the Credit Facility Priority Collateral of such Guarantor that is contractually subordinated to a Lien thereon that secures the Credit Agreement, subject to Permitted Liens; and

- effectively junior to such Guarantor's obligations under the Credit Agreement, to the extent of the value of the Credit Facility Priority Collateral of such Guarantor securing such obligations, and effectively senior to such Guarantor's obligations under Indebtedness secured on a junior priority basis by Liens on the Notes Priority Collateral of such Guarantor to the extent of the value of such Notes Priority Collateral.

Principal, Maturity and Interest

The Company will issue up to an aggregate of $115.0 million in Exchange Notes in the exchange offer. The Company may issue Additional Notes from time to time, subject to the limitations set forth under "—Certain Covenants—Limitation on Incurrence of Additional Indebtedness and Issuance of Preferred Stock."

The Notes will mature on June 1, 2017.

Interest on the Notes accrues at the rate of 10% per annum and is due and payable semiannually in cash on each of June 1 and December 1, commencing on June 1, 2011, to the Persons who are registered Holders at the close of business on each of May 15 and November 15 immediately preceding the applicable interest payment date. Interest on the Notes accrues from the most recent date to which interest has been paid or, if no interest has been paid, from and including December 1, 2010. The Company will pay interest on overdue principal of and premium, if any, on the Notes at 1% per annum in excess of the above rate and will pay interest on overdue installments of interest at such increased

rate to the extent lawful. Interest is computed on the basis of a 360-day year comprised of twelve 30-day months.

Collateral

Pursuant to the Intercreditor Agreement, the Notes and the Guarantees are secured by (i) a Lien on the Notes Priority Collateral that is contractually senior to a Lien on the Notes Priority Collateral that secures the Credit Agreement and (ii) a Lien on the Credit Facility Priority Collateral that is contractually subordinated to a Lien on the Credit Facility Priority Collateral that secures the Credit Agreement, in each case subject to Permitted Liens.

"Notes Priority Collateral" means all existing and future property and assets owned by the Company and the Guarantors (other than Excluded Assets (as defined below) and the Credit Facility Priority Collateral). The Notes Priority Collateral includes, but is not limited to, the Company's and the Guarantors' real property, equipment, machinery, apparatus, motor vehicles, fittings, furniture, furnishings and fixtures, parts and accessories of the equipment, and all replacements and substitutions therefor or accessions thereto, trademarks, licenses, trade names, patents, trade secrets, domain names and copyrights, and general intangibles necessary for the operation of the equipment, machinery and motor vehicles, including warranties and operational manuals and similar items, Capital Stock of each Subsidiary (other than any Discontinued Subsidiary) owned by the Company or any such Guarantor, supporting obligations securing or guaranteeing licenses of intellectual property granted to the Company and its Subsidiaries, and all identifiable proceeds of each of the foregoing (including insurance proceeds, eminent domain proceeds and condemnation proceeds for loss of the foregoing).

"Excluded Assets" include:

(1) vehicles and other items covered by certificates of title or ownership to the extent that a security interest cannot be perfected solely by filing a UCC-1 financing statement (or similar instrument);

(2) leasehold interests in real property with respect to which the Company or any Guarantor is a tenant or subtenant;

(3) any asset or property right of any nature if the grant of such security interest shall constitute or result in (A) the abandonment, invalidation or unenforceability of such asset or property right or the loss of use of such asset or property right or (B) a breach, termination or default under any lease, license, contract or agreement, other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the Uniform Commercial Code as from time to time in effect in the state of New York (the "UCC") (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity, to which the Company or Guarantor is party;

(4) any asset or property right of any nature to the extent that any applicable law or regulation prohibits the creation of a security interest thereon (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law or principles of equity);

(5) any applications for trademarks or service marks filed in the United States Patent and Trademark Office (the "PTO") pursuant to 15 U.S.C. §1051 Section 1(b) unless and until evidence of use of the mark in interstate commerce is submitted to the PTO pursuant to 15 U.S.C. §1051 Section 1(c) or Section 1(d);

(6) the voting Capital Stock of any Foreign Subsidiary in excess of 65% of all of the outstanding voting Capital Stock of such Foreign Subsidiary;

(7) property and assets owned by the Company or any Guarantor that are the subject of Permitted Liens described in clause (6) or (7) of the definition thereof for so long as such Permitted Liens are in effect and the Indebtedness secured thereby otherwise prohibits any other Liens thereon;

(8) any Capital Stock or other securities of the Company's Subsidiaries to the extent that the pledge of such securities results in the Company being required to file separate financial statements of such Subsidiary with the SEC, but only to the extent necessary for the Company not to be subject to such requirement and only for so long as such requirement is in existence; *provided* that neither the Company nor any of its Subsidiaries shall take any action in the form of a reorganization, merger or other restructuring a principal purpose of which is to provide for the release of the Lien on any securities pursuant to this clause;

(9) any Capital Stock of any Discontinued Subsidiary; and

(10) (i) deposit and securities accounts the balance of which consists exclusively of (a) withheld income Taxes and federal, state or local employment taxes in such amounts as are required to be paid to the Internal Revenue Service or state or local government agencies within the following two months with respect to employees of the Company or any of the Guarantors, and (b) amounts required to be paid over to an employee benefit plan pursuant to DOL Reg. Sec. 2510.3-102 on behalf of or for the benefit of employees of the Company or any Guarantor, and (ii) all segregated deposit accounts constituting (and the balance of which consists solely of funds set aside in connection with) tax accounts, and trust accounts,

provided, that notwithstanding anything to the contrary in the immediately preceding sentence, no asset described in clause (1) through (10) above (other than clause (8)) shall constitute an "Excluded Asset" if such asset is subject to a Permitted Lien described in clause (18) or (22) of the definition thereof.

The "Credit Facility Priority Collateral" consists of all of the Company's and each Guarantors' existing and future (i) accounts, (ii) receivables, (iii) inventory, (iv) deposit accounts and all cash, cash equivalents, checks and other instruments on deposit therein or credited thereto, (v) securities accounts and all investment property, cash and cash equivalents, (vi) lock boxes and all cash, checks and other instruments on deposit therein or credited thereto, (vii) general intangibles, (viii) contract rights, instruments, documents, chattel paper (whether tangible or electronic), drafts and acceptances, and all other forms of obligations owing to the Company or such Guarantor, and (ix) all supporting obligations (other than with respect to supporting obligations securing or guaranteeing licenses of intellectual property granted to the Company and its Subsidiaries); together with all of the Company's or such Guarantor's ledger sheets, ledger cards, files, correspondence, records, books of account, business papers, computers, computer software (owned by the Company or any Guarantor or in which it has an interest), computer programs, tapes, disks and documents and all proceeds and products of the foregoing in whatever form, including: cash, deposit accounts (whether or not comprised solely of proceeds), certificates of deposit, insurance proceeds (including credit insurance), negotiable instruments and other instruments for the payment of money, chattel paper, security agreements, documents, and tort claim proceeds. Notwithstanding anything to the contrary in the immediately preceding sentence, (i) trademarks, licenses, trade names, patents, trade secrets, domain names, and copyrights of the Company or any Guarantor, and general intangibles necessary for the operation of the equipment, machinery and motor vehicles, including warranties and operational manuals and similar items, (ii) any Capital Stock of any Subsidiary of the Company or any Guarantor (other than a Discontinued Subsidiary), (iii) any real property, equipment, machinery, apparatus, motor vehicles, fittings, furniture, furnishings and fixtures, parts and accessories of the equipment, and all replacements and substitutions therefor or accessions thereto owned by the Company or any Guarantor,

(iv) supporting obligations securing or guaranteeing licenses of intellectual property granted to the Company and its Subsidiaries, and (v) the identifiable proceeds of each of the foregoing (including insurance proceeds, eminent domain proceeds and condemnation proceeds for loss of the foregoing) shall not constitute Credit Facility Priority Collateral.

No appraisals of any Collateral have been prepared in connection with the offering of the Notes. The value of the Collateral at any time will depend on market and other economic conditions, including the availability of suitable buyers for the Collateral. In the event of a foreclosure, liquidation, bankruptcy or similar proceeding, no assurance can be given that the proceeds from any sale or liquidation of the Collateral will be sufficient to pay any of the Company's Obligations under the Notes (including the Existing Notes) or any of the Guarantees thereof, in full or at all.

The right of the Collateral Agent to repossess and dispose or otherwise exercise remedies in respect of the Collateral upon the occurrence of an Event of Default is likely to be significantly impaired by applicable bankruptcy law if a bankruptcy proceeding were to be commenced by or against the Company or any Guarantor prior to the Collateral Agent having repossessed and disposed of the Collateral or otherwise completed the exercise of its remedies with respect to the Collateral. Under the Bankruptcy Code, a secured creditor such as the Collateral Agent is prohibited from repossessing its security from a debtor in a bankruptcy case, or from disposing of security repossessed from such debtor, without bankruptcy court approval. Moreover, the Bankruptcy Code permits the debtor to continue to retain and to use collateral even though the debtor is in default under the applicable debt instruments; *provided* that, under the Bankruptcy Code, the secured creditor is given "adequate protection." The meaning of the term "adequate protection" may vary according to circumstances, but it is intended in general to protect the value of the secured creditor's interest in the collateral securing the Obligations owed to it and may include cash payments or the granting of additional security, if and at such times as the bankruptcy court in its discretion determines, for any diminution in the value of such collateral as a result of the stay of repossession or disposition or any use of the collateral by the debtor during the pendency of the bankruptcy case. In view of the lack of a precise definition of the term "adequate protection" and the broad discretionary powers of a bankruptcy court, it is impossible to predict how long payments under the Notes or the Guarantees could be delayed following commencement of a bankruptcy case, whether or when the Collateral Agent could repossess or dispose of the Collateral or whether or to what extent Holders would be compensated for any delay in payment or loss of value of the Collateral through the requirement of "adequate protection."

Moreover, the Collateral Agent may need to evaluate the impact of the potential liabilities before determining to foreclose on Collateral consisting of real property because a secured creditor that holds a lien on real property may be held liable under environmental laws for the costs of remediating or preventing release or threatened releases of hazardous substances at such real property. Consequently, the Collateral Agent may decline to foreclose on such Collateral or exercise remedies available if it does not receive indemnification to its satisfaction from the Holders.

The Collateral Agent's ability to foreclose on the Collateral may be subject to lack of perfection, the consent of third parties, prior liens and practical problems associated with the realization of the Collateral Agent's Lien on the Collateral.

Intercreditor Agreement

The Collateral Agent, on behalf of itself, the Trustee and the Holders, and the Administrative Agent, on behalf of itself and the Credit Facility Claim Holders, have entered into the Intercreditor Agreement, which, among other things, provides for the following:

Lien Priorities. Notwithstanding the date, manner or order of grant, attachment or perfection of any Liens granted to the Collateral Agent, the Trustee or the Holders on the Credit Facility Priority Collateral or of any Liens granted to the Administrative Agent or the Credit Facility Claim Holders on

the Credit Facility Priority Collateral and notwithstanding any provision of the UCC or any other applicable law or the Indenture Documents or the Credit Facility Documents or any other circumstance whatsoever, so long as the Discharge of the Credit Facility Claims has not occurred: (a) any Lien on the Credit Facility Priority Collateral now or hereafter held by or on behalf of the Administrative Agent or any Credit Facility Claim Holders or any agent or trustee therefor securing any Credit Facility Claims, will be senior in all respects and prior to any Lien thereon that secures any of the Indenture Obligations; and (b) any Lien on such Credit Facility Priority Collateral now or hereafter held by or on behalf of the Collateral Agent, the Trustee or any Holders or any agent or trustee therefor securing any Indenture Obligations, regardless of how acquired, whether by grant, statute, operation of law, subrogation or otherwise, will be junior and subordinate in all respects to all Liens thereon that secures any Credit Facility Claims. Notwithstanding the date, manner or order of grant, attachment or perfection of any Liens granted to the Administrative Agent or the Credit Facility Claim Holders on the Notes Priority Collateral or of any Liens granted to the Collateral Agent, the Trustee or the Holders on the Notes Priority Collateral and notwithstanding any provision of the UCC or any other applicable law or the Credit Facility Documents or the Indenture Documents or any other circumstance whatsoever, so long as the Discharge of Indenture Obligations has not occurred: (a) any Lien on the Notes Priority Collateral now or hereafter held by or on behalf of the Collateral Agent, the Trustee or any Holders or any agent or trustee therefor securing any Indenture Obligations, will be senior in all respects and prior to any Lien thereon that secures any of the Credit Facility Claims (except as provided in the definition of Indenture Obligations); and (b) any Lien on such Notes Priority Collateral now or hereafter held by or on behalf of the Administrative Agent or any Credit Facility Claim Holders or any agent or trustee therefor securing any Credit Facility Claims, regardless of how acquired, whether by grant, statute, operation of law, subrogation or otherwise, will be junior and subordinate in all respects to all Liens thereon that secure any Indenture Obligations (except as provided in the definition of Indenture Obligations).

Prohibition on Contesting Liens. The Collateral Agent, on behalf of itself, the Trustee and each Holder, and the Administrative Agent, on behalf of itself and each Credit Facility Claim Holder, agrees that it will not and will waive any right to contest or support any other Person in contesting, in any proceeding (including any insolvency or liquidation proceeding), the priority, validity, perfection or enforceability of a Lien held by or on behalf of any of the Credit Facility Claim Holders in the Common Collateral or by or on behalf of any of the Holders in the Common Collateral, as the case may be; *provided* that nothing in the Intercreditor Agreement shall be construed to prevent or impair the rights of: (a) the Administrative Agent or any Credit Facility Claim Holder to enforce the Intercreditor Agreement, including the priority of the Liens securing the Credit Facility Claims; or (b) the Collateral Agent, the Trustee or any Holder to enforce the Intercreditor Agreement, including the priority of the Liens securing the Indenture Obligations.

New Liens. The Administrative Agent, on behalf of itself and each Credit Facility Claim Holder, agrees that, so long as the Discharge of Indenture Obligations has not occurred, it shall not obtain a Lien on any asset or property of the Company or any Guarantor unless the Company or the Administrative Agent shall have provided the Collateral Agent with prior written notice thereof. The Collateral Agent, on behalf of itself, the Trustee and the Holders, agrees that, so long as the Discharge of Credit Facility Claims has not occurred, it shall not obtain a Lien on any asset or property of the Company or any Guarantor unless the Company or the Collateral Agent shall have provided the Administrative Agent with prior written notice thereof. To the extent the foregoing is not complied with for any reason, without limiting any other right or remedy available to the Administrative Agent or the Collateral Agent, as applicable, the Administrative Agent, on behalf of itself and the Credit Facility Claim Holders, and the Collateral Agent, on behalf of itself, the Trustee and the Holders, agrees that any amounts received by or distributed to any of the Credit Facility Claim Holders or the Holders pursuant to or as a result of any Lien granted in contravention of the foregoing shall be subject to "—Application of Proceeds".

Exercise of Remedies in Respect of Credit Facility Priority Collateral. So long as the Discharge of Credit Facility Claims has not occurred, whether or not any insolvency or liquidation proceeding has been commenced by or against the Company or any Guarantor, (a) the Collateral Agent, the Trustee and the Holders will not exercise or seek to exercise any rights or remedies (including set-off) with respect to any Credit Facility Priority Collateral that secures any Indenture Obligations, institute any action or proceeding with respect to such rights or remedies (including any action of foreclosure), contest, protest or object to any foreclosure proceeding or action brought by the Administrative Agent or any Credit Facility Claim Holder, the exercise of any right under any Indenture Document or any lockbox agreement, control agreement, blocked account agreement, landlord waiver or bailee's letter or similar agreement or arrangement to which the Collateral Agent, the Trustee or any Holder is a party relating to any Credit Facility Priority Collateral, or any other exercise by any such Person, of any rights and remedies relating to the Credit Facility Priority Collateral under the Credit Facility Documents or otherwise, or object to the forbearance by the Credit Facility Claim Holders from bringing or pursuing any foreclosure proceeding or action or any other exercise of any rights or remedies relating to the Credit Facility Priority Collateral, and (b) the Administrative Agent and the Credit Facility Claim Holders have the exclusive right to enforce rights, exercise remedies (including set-off and the right to credit bid their debt) and make determinations regarding the release, disposition, or restrictions with respect to the Credit Facility Priority Collateral without any consultation with or the consent of the Collateral Agent, the Trustee or any Holder; *provided*, *however*, that (i) in any insolvency or liquidation proceeding commenced by or against the Company or any Guarantor, the Collateral Agent may file a proof of claim or statement of interest with respect to the Indenture Obligations, subject to the limitations contained in the Intercreditor Agreement, (ii) the Collateral Agent may take any action (not adverse to the prior Liens on the Credit Facility Priority Collateral that secures the Indenture Obligations, or the rights of the Administrative Agent or the Credit Facility Claim Holders to exercise remedies in respect thereof) in order to preserve or protect its Lien on such Credit Facility Priority Collateral so long as such action is consistent with the terms and limitations on the Collateral Agent, the Trustee and the Holders imposed by the Intercreditor Agreement, and (iii) the Collateral Agent may take any action to foreclose upon any such Credit Facility Priority Collateral so long as (1) 180 days have elapsed from the date that the Collateral Agent has given written notice to the Administrative Agent of the occurrence of an Event of Default under and as defined in the Indenture Documents, (2) the Administrative Agent is not diligently pursuing in good faith the exercise of its enforcement rights or remedies against such Credit Facility Priority Collateral at the end of such 180-day period, and (3) the proceeds received by the Collateral Agent, the Trustee or any Holder in connection with such foreclosure action by the Collateral Agent is applied pursuant to "—Application of Proceeds;" *provided further* that, to the extent the Administrative Agent or the Credit Facility Claim Holders are stayed or otherwise prohibited by law from exercising such rights or remedies in respect of the relevant Credit Facility Priority Collateral during such 180-day period, then the foregoing 180-day period will be automatically extended by the number of days of such stay or prohibition.

Exercise of Remedies in Respect of Notes Priority Collateral. So long as the Discharge of Indenture Obligations has not occurred, whether or not any insolvency or liquidation proceeding has been commenced by or against the Company or any Guarantor, (a) the Administrative Agent and the Credit Facility Claim Holders will not exercise or seek to exercise any rights or remedies (including set-off) with respect to any Notes Priority Collateral that secures any Credit Facility Claims, institute any action or proceeding with respect to such rights or remedies (including any action of foreclosure), contest, protest or object to any foreclosure proceeding or action brought by the Collateral Agent, the Trustee or any Holder, the exercise of any right under any Credit Facility Document or any lockbox agreement, control agreement, blocked account agreement, landlord waiver or bailee's letter or similar agreement or arrangement to which the Administrative Agent or any Credit Facility Claim Holder is a party relating to any Notes Priority Collateral, or any other exercise by any such Person, of any rights and remedies relating to the Notes Priority Collateral under the Indenture Documents or otherwise, or

object to the forbearance by the Holders from bringing or pursuing any foreclosure proceeding or action or any other exercise of any rights or remedies relating to the Notes Priority Collateral, and (b) subject to certain limitations contained in the Intercreditor Agreement, the Collateral Agent, the Trustee and the Holders have the exclusive right to enforce rights, exercise remedies (including set-off and the right to credit bid their debt) and make determinations regarding the release, disposition, or restrictions with respect to the Notes Priority Collateral without any consultation with or the consent of the Administrative Agent or any Credit Facility Claim Holder; *provided*, *however*, that (i) in any insolvency or liquidation proceeding commenced by or against the Company or any Guarantor, the Administrative Agent may file a proof of claim or statement of interest with respect to the Credit Facility Claims, subject to certain limitations contained in the Intercreditor Agreement, (ii) the Administrative Agent may take any action (not adverse to the prior Liens on the Notes Priority Collateral that secures the Credit Facility Claims, or the rights of the Collateral Agent, the Trustee or the Holders to exercise remedies in respect thereof) in order to preserve or protect its Lien on such Notes Priority Collateral so long as such action is consistent with the terms and limitations on the Administrative Agent and the Credit Facility Claim Holders imposed by the Intercreditor Agreement, and (iii) the Administrative Agent may take any action to foreclose upon any such Notes Priority Collateral so long as (1) 270 days have elapsed from the date that the Administrative Agent has given written notice to the Collateral Agent of the occurrence of an Event of Default under and as defined in the Credit Facility Documents (and so long as at the time such notice is given an Event of Default under and as defined in the Indenture Documents has occurred and is continuing), (2) the Collateral Agent is not diligently pursuing in good faith the exercise of its enforcement rights or remedies against such Notes Priority Collateral at the end of such 270-day period, and (3) the proceeds received by the Administrative Agent or any Credit Facility Claim Holder in connection with such foreclosure action by the Administrative Agent is applied pursuant to "—Application of Proceeds;" *provided further* that, to the extent the Collateral Agent, the Trustee or the Holders are stayed or otherwise prohibited by law from exercising such rights or remedies in respect of the relevant Notes Priority Collateral during such 270-day period, then the foregoing 270-day period will be automatically extended by the number of days of such stay or prohibition.

Collateral Access and Other Rights in Favor of the Administrative Agent. The Collateral Agent will consent to allow the Administrative Agent and its officers, employees and agents reasonable and non-exclusive access to and use of any real property, equipment and fixtures of the Company or any Guarantor, for a period not exceeding 180 days; *provided*, that, to the extent the Administrative Agent is stayed or otherwise prohibited by law from exercising such rights or remedies in respect of the relevant Credit Facility Priority Collateral during such 180-day period, then the foregoing 180-day period shall be automatically extended by the number of days of such stay or prohibition (the "Processing and Sale Period"), as necessary or reasonably appropriate to remove or sell, in any lawful manner, any Credit Facility Priority Collateral, subject to the following conditions and limitations:

(i) The Processing and Sale Period will commence on the date that the Collateral Agent shall have given the Administrative Agent notice of the occurrence of an Event of Default and the Collateral Agent's intention to commence its exercise of remedies subject to the terms of the Intercreditor Agreement and will terminate on the earlier to occur of (A) the day which is 180 days (as such period may be extended) thereafter, and (B) the Discharge of Credit Facility Claims.

(ii) Each of the Collateral Agent and foreclosure purchaser will be entitled, as a condition of permitting such access and use, to receive written confirmation from the Administrative Agent that (A) the access or use requested by the Administrative Agent is not prohibited by law; and (B) the Collateral Agent, the Trustee and the Holders are adequately insured at no cost to them for damage to property and liability to persons, including property and liability insurance, that may occur incidental to such access or use.

The Collateral Agent and such foreclosure purchaser will: (i) provide reasonable cooperation to the Administrative Agent and its officers, employees and agents, in connection with the removal and sale of any Credit Facility Priority Collateral by the Administrative Agent and its officers, employees and agents, as provided above; and (ii) be entitled to receive, from the Administrative Agent, fair compensation and reimbursement for their reasonable out-of-pocket costs and expenses incurred in connection with such cooperation. The Collateral Agent and such foreclosure purchaser (or its transferee or successor) will not otherwise be contractually required to remove, insure, protect, store, safeguard, sell or deliver any Credit Facility Priority Collateral or to provide any support, assistance or cooperation to the Administrative Agent in respect thereof.

The Intercreditor Agreement also provides that notwithstanding anything to the contrary therein, so long as the Discharge of Credit Facility Claims has not occurred, whether or not any insolvency or liquidation proceeding has been commenced by or against the Company or any Guarantor, the Collateral Agent, the Trustee and the Holders will not foreclose upon or otherwise sell or dispose of any of the Notes Priority Collateral or institute any action or proceeding with respect thereto (including any action of foreclosure) until after a period of 180 days, such period commencing from the date that the Collateral Agent shall have given written notice to the Administrative Agent of the occurrence of an Event of Default and the Collateral Agent's intention to commence its exercise of remedies subject to the terms of the Intercreditor Agreement; *provided*, *however*, that the provisions of this paragraph shall not be construed to limit the right of the Collateral Agent, the Trustee or the Holders to (i) file a proof of claim or statement of interest with respect to the Indenture Obligations, subject to the limitations contained in the Intercreditor Agreement, in any insolvency or liquidation proceeding commenced by or against the Company or any Guarantor, (ii) take any action in order to preserve or protect their Lien on the Notes Priority Collateral, or (iii) prepare for, or commence marketing activities for, the foreclosure, sale or other disposition of the Notes Priority Collateral.

The Collateral Agent will consent (given without any representation, warranty or obligation whatsoever) to the grant by the Company or any Guarantor to the Collateral Agent of a non-exclusive royalty-free license to use any patent, trademark, copyrights, any licenses relating thereto or proprietary information or books and records of the Company or such Guarantor, as the case may be, that is subject to a consensual Lien held by the Collateral Agent, in connection with the enforcement of any consensual Lien held by the Administrative Agent upon any inventory of the Company or such Guarantor or the collection of accounts or performance of contracts of the Company or such Guarantor, as the case may be, and to the extent the use of such patent, trademark, copyrights, any licenses relating thereto or proprietary information or books and records is necessary or appropriate, in the commercially reasonable opinion of the Administrative Agent, to manufacture, produce, complete, remove or sell any such inventory in any lawful manner, or to collect accounts or perform contracts of the Company or such Guarantor. Any consent so delivered by the Collateral Agent shall be binding on its successors and assigns, including a purchaser of the patent, trademark, copyrights, any licenses relating thereto or proprietary information or books and records subject to such license at a foreclosure sale conducted in foreclosure of any Lien held by the Collateral Agent.

Application of Proceeds. So long as the Discharge of Credit Facility Claims has not occurred, the Credit Facility Priority Collateral or proceeds thereof (or amounts in respect thereof) received in connection with the sale or other disposition of, or collection on, such Credit Facility Priority Collateral upon the exercise of remedies (or in respect of any Credit Facility Priority Collateral in the event of the occurrence of an insolvency or liquidation proceeding with respect to the Company or any Guarantor), shall be applied in the following order: *first*, to the payment of (a) the costs and expenses incurred by the Administrative Agent in connection with the Credit Agreement or the costs and expenses otherwise payable under the Credit Agreement, and (b) the costs and expenses specifically incurred by the Collateral Agent in connection with such sale or other disposition or collection relating to such Credit Facility Priority Collateral by the Collateral Agent on the Credit Facility Priority

Collateral that is permitted pursuant to "Exercise of Remedies in Respect of Credit Facility Priority Collateral," until all such costs and expenses as set forth in clauses (a) and (b) hereof shall have been paid in full in cash; *provided* that, notwithstanding anything in this clause to the contrary, in no event shall proceeds of Credit Facility Priority Collateral collected prior to the commencement of such sale, disposition or collection by the Collateral Agent, be used to pay (i) costs and expenses of the Collateral Agent pursuant to this clause, or (ii) costs and expenses incurred prior to such date of commencement; *second*, by the Administrative Agent to the Credit Facility Claims in such order as specified in the relevant Credit Facility Documents (or, if an order is not specified in the Credit Facility Documents, in such order determined by the Administrative Agent in its sole discretion) until the Discharge of Credit Facility Claims has occurred; *third*; by the Collateral Agent to the Indenture Obligations in such order as specified in the Indenture until the Discharge of Indenture Obligations has occurred; *fourth*, by the Administrative Agent and the Collateral Agent to the Excess Credit Facility Claims and the Excess Indenture Obligations, respectively, on a pro rata basis until all such Obligations have been paid in full in cash; and *fifth*, to the Company or applicable Guarantor, or its successors or assigns, or to whosoever may be lawfully entitled to receive the same or as a court of competent jurisdiction may direct, of any surplus then remaining from such proceeds.

So long as the Discharge of Indenture Obligations has not occurred, the Notes Priority Collateral or proceeds thereof (or amounts in respect thereof) received in connection with the sale or other disposition of, or collection on, such Notes Priority Collateral upon the exercise of remedies (or in respect of any Notes Priority Collateral in the event of the occurrence of an insolvency or liquidation proceeding with respect to the Company or any Guarantor), shall be applied: *first*, to the payment of (a) the costs and expenses incurred by the Collateral Agent in connection with the Indenture Documents or the costs and expenses otherwise payable under the Indenture Documents, and (b) the costs and expenses specifically incurred by the Administrative Agent in connection with such sale or other disposition or collection relating to such Notes Priority Collateral by the Administrative Agent on the Notes Priority Collateral that is permitted pursuant to "Exercise of Remedies in Respect of Notes Priority Collateral," until all such costs and expenses as set forth in clauses (a) and (b) hereof shall have been paid in full in cash; *provided* that, notwithstanding anything in this clause to the contrary, in no event shall proceeds of Notes Priority Collateral collected prior to the commencement of such sale, disposition or collection by the Administrative Agent, be used to pay (i) costs and expenses of the Administrative Agent pursuant to this clause, or (ii) costs and expenses incurred prior to such date of commencement; *second*, by the Collateral Agent to the Indenture Obligations in such order as specified in the Indenture until the Discharge of Indenture Obligations has occurred; *third*; by the Administrative Agent to the Credit Facility Claims in such order as specified in the Credit Facility Documents (or, if an order is not specified in the Credit Facility Documents, in such order determined by the Administrative Agent in its sole discretion) until the Discharge of Credit Facility Claims has occurred; *fourth*, by the Administrative Agent and the Collateral Agent to the Excess Credit Facility Claims and the Excess Indenture Obligations, respectively, on a *pro rata* basis until all such Obligations have been paid in full in cash; and *fifth*, to the Company or applicable Guarantor, or its successors or assigns, or to whosoever may be lawfully entitled to receive the same or as a court of competent jurisdiction may direct, of any surplus then remaining from such proceeds.

Turnover. Any Credit Facility Priority Collateral or proceeds thereof (or amounts in respect thereof) received by the Collateral Agent, the Trustee or any Holder in connection with the exercise of any right or remedy (including set-off) relating to the Credit Facility Priority Collateral in contravention of the Intercreditor Agreement shall be segregated and held in trust and forthwith paid over to the Administrative Agent for the benefit of itself and the Credit Facility Claim Holders in the same form as received, with any necessary endorsements or as a court of competent jurisdiction may otherwise direct. Any Notes Priority Collateral or proceeds thereof (or amounts in respect thereof) received by the Administrative Agent or any Credit Facility Claim Holder in connection with the exercise of any right or remedy (including set-off) relating to the Notes Priority Collateral in contravention of the

Intercreditor Agreement shall be segregated and held in trust and forthwith paid over to the Collateral Agent for the benefit of itself, the Trustee and the Holders in the same form as received, with any necessary endorsements or as a court of competent jurisdiction may otherwise direct.

Release of Liens. If in connection with (a) the exercise of the Administrative Agent's remedies in respect of the Credit Facility Priority Collateral or (b) any sale, lease, exchange, transfer or other disposition of any Credit Facility Priority Collateral that, with respect to this clause (b), is both permitted or not prohibited under (i) the terms of the Credit Facility Documents (whether or not an "event of default" thereunder, and as defined therein, has occurred and is continuing) and (ii) the terms of the Indenture, the Administrative Agent, on behalf of itself and the Credit Facility Claim Holders, releases (or indicates that it will release) any of its Liens on any part of the Credit Facility Priority Collateral, the Collateral Agent, on behalf of itself, the Trustee and the Holders, agree to promptly execute and deliver to the Administrative Agent or the Company such termination statements, releases and other documents as the Administrative Agent or the Company may reasonably request to effect such release. If in connection with (a) the exercise of the Collateral Agent's remedies in respect of the Notes Priority Collateral or (b) any sale, lease, exchange, transfer or other disposition of any Notes Priority Collateral that, with respect to this clause (b), is both permitted or not prohibited under (i) the terms of the Indenture Documents (whether or not an Event of Default has occurred and is continuing) and (ii) under the terms of the Credit Agreement, the Collateral Agent, on behalf of itself, the Trustee and the Holders, releases (or indicates that it will release) any of its Liens on any part of the Notes Priority Collateral, the Administrative Agent, on behalf of itself and the Credit Facility Claim Holders, agree to promptly execute and deliver to the Collateral Agent or the Company such termination statements, releases and other documents as the Collateral Agent or the Company may reasonably request to effect such release.

Bankruptcy Financing and Other Matters. If the Company or any Guarantor shall be subject to any insolvency or liquidation proceeding and the Administrative Agent shall desire to permit the use of cash collateral or to permit the Company or any Guarantor to obtain financing under Section 363 or Section 364 of Title 11 of the United States Code or any similar bankruptcy law ("DIP Financing") in an aggregate principal amount, which when taken together with the aggregate principal amount of all pre-petition Credit Facility Claims (excluding any Credit Facility Cash Management Obligations and Credit Facility Hedging Obligations but including any Protective Advance Obligations), does not exceed the then permitted Maximum Credit Facility Principal Amount on such date, and, in any event, that is not to be secured by any of the Notes Priority Collateral, then the Collateral Agent, on behalf of itself, the Trustee and the Holders, agree that it will raise no objection to such use of cash collateral or DIP Financing and will not request adequate protection or any other relief in connection therewith (except to the extent permitted in the second immediately succeeding paragraph or relating to the Notes Priority Collateral), and, to the extent the Liens securing the Credit Facility Claims are subordinated or *pari passu* with such DIP Financing, subordinate its Liens in the Common Collateral (other than the Notes Priority Collateral) to such DIP Financing (and all Obligations relating thereto) on the same basis as the Liens on the Credit Facility Priority Collateral that secures the Indenture Obligations are subordinated to the Liens thereon that secures the Credit Facility Claims under the Intercreditor Agreement, and agrees that notice received two (2) calendar days prior to the entry of an order approving such usage of cash collateral or approving such financing shall be adequate notice.

Until the Discharge of Credit Facility Claims, the Collateral Agent, on behalf of itself, the Trustee and the Holders, agree that none of them shall seek relief from the automatic stay or any other stay in any insolvency or liquidation proceeding in respect of the Credit Facility Priority Collateral, without the prior written consent of the Administrative Agent. Until the Indenture Obligations have been paid in full, the Administrative Agent, on behalf of itself and the Credit Facility Claim Holders, agrees that none of them shall seek relief from the automatic stay or any other stay in any insolvency or liquidation

proceeding in respect of the Notes Priority Collateral, without the prior written consent of the Collateral Agent.

The Collateral Agent, on behalf of itself, the Trustee and the Holders, agree that none of them shall contest (or support any other Person contesting): (a) any request by the Administrative Agent or the Credit Facility Claim Holders for adequate protection; or (b) any objection by the Administrative Agent or the Credit Facility Claim Holders to any motion, relief, action or proceeding based on the Administrative Agent or the Credit Facility Claim Holders claiming a lack of adequate protection, in each case, in respect of the Credit Facility Priority Collateral. Notwithstanding the foregoing, in any insolvency or liquidation proceeding, (i) if the Credit Facility Claim Holders (or any subset thereof) are granted adequate protection in the form of additional collateral in connection with any DIP Financing or use of cash collateral under Section 363 or Section 364 of Title 11 of the United States Code or any similar bankruptcy law, then the Collateral Agent, on behalf of itself, the Trustee or any of the Holders, may seek or request adequate protection in the form of a replacement Lien on such additional collateral, which Lien, if any, on any assets not constituting Notes Priority Collateral or not of the type constituting Notes Priority Collateral shall be subordinated to the Liens securing the Credit Facility Claims and such DIP Financing (and all Obligations relating thereto) on the same basis as the other Liens on the Credit Facility Priority Collateral that secures the Indenture Obligations are so subordinated to the Liens thereon that secures the Credit Facility Claims under the Intercreditor Agreement, and (ii) in the event the Collateral Agent, on behalf of itself, the Trustee and the Holders, seeks or requests adequate protection and such adequate protection is granted in the form of additional collateral that does not constitute Notes Priority Collateral or is not of the type constituting Notes Priority Collateral, then the Collateral Agent, on behalf of itself, the Trustee or any of the Holders, agrees that the Administrative Agent shall also be granted a senior Lien on such additional collateral as security for the Credit Facility Claims and any such DIP Financing and that any Lien on such additional collateral securing the Indenture Obligations shall be subordinated to the Liens on such collateral securing the Credit Facility Claims and any such DIP Financing (and all Obligations relating thereto) and any other Liens granted to the Credit Facility Claim Holders as adequate protection on the same basis as the other Liens on the Credit Facility Priority Collateral that secures the Indenture Obligations are so subordinated to the Liens thereon that secures such Credit Facility Claims under the Intercreditor Agreement.

The Administrative Agent, on behalf of itself and the Credit Facility Claim Holders, agree that none of them shall contest (or support any other Person contesting): (a) any request by the Collateral Agent, the Trustee or the Holders for adequate protection; or (b) any objection by the Collateral Agent, the Trustee or the Holders to any motion, relief, action or proceeding based on the Collateral Agent, the Trustee or the Holders claiming a lack of adequate protection, in each case, in respect of the Notes Priority Collateral. Notwithstanding the foregoing, in any insolvency or liquidation proceeding, (i) if the Holders (or any subset thereof) are granted adequate protection in the form of additional collateral in connection with any DIP Financing or use of cash collateral under Section 363 or Section 364 of Title 11 of the United States Code or any similar bankruptcy law, then the Administrative Agent, on behalf of itself or any of the Credit Facility Claim Holders, may seek or request adequate protection in the form of a replacement Lien on such additional collateral, which Lien, if any, on any assets not constituting Credit Facility Priority Collateral or not of the type constituting Credit Facility Priority Collateral shall be subordinated to the Liens securing the Indenture Obligations and such DIP Financing (and all Obligations relating thereto) on the same basis as the other Liens on the Notes Priority Collateral that secures the Credit Facility Claims are so subordinated to the Liens thereon that secures the Indenture Obligations under the Intercreditor Agreement, and (ii) in the event the Administrative Agent, on behalf of itself and the Credit Facility Claim Holders, seeks or requests adequate protection and such adequate protection is granted in the form of additional collateral that does not constitute Credit Facility Priority Collateral or is not of the type constituting Credit Facility Priority Collateral, then the Administrative Agent, on behalf of itself or any

of the Credit Facility Claim Holders, agrees that the Collateral Agent shall also be granted a senior Lien on such additional collateral as security for the Indenture Obligations and any such DIP Financing and that any Lien on such additional collateral securing the Credit Facility Claims shall be subordinated to the Liens on such collateral securing the Indenture Obligations and any such DIP Financing (and all Obligations relating thereto) and any other Liens granted to the Holders as adequate protection on the same basis as the other Liens on the Notes Priority Collateral that secures the Credit Facility Claims are so subordinated to the Liens thereon that secures such Indenture Obligations under the Intercreditor Agreement.

Asset Dispositions in an Insolvency or Liquidation Proceeding. None of the Collateral Agent, the Trustee or any Holder shall, in an insolvency or liquidation proceeding or otherwise, oppose any sale or disposition of any assets of the Company or any Guarantor made in accordance with certain limitations set forth in the Intercreditor Agreement solely consisting of any Credit Facility Priority Collateral that is supported by the Credit Facility Claim Holders, and the Collateral Agent, the Trustee and each Holder will be deemed to have consented under Section 363 of Title 11 of the United States Code (and otherwise) to any sale supported by the Credit Facility Claim Holders and to have released their Liens in such assets. Neither the Administrative Agent nor any Credit Facility Claim Holder shall, in an insolvency or liquidation proceeding or otherwise, oppose any sale or disposition of any assets of the Company or any Guarantor solely consisting of any Notes Priority Collateral that is supported by the requisite Holders (as determined in accordance with the Indenture) and the Administrative Agent and each Credit Facility Claim Holder will be deemed to have consented under Section 363 of Title 11 of the United States Code (and otherwise) to any sale supported by the Holders and to have released their Liens in such assets.

Purchase Option. Upon the occurrence and during the continuance of (a) the acceleration prior to maturity of all or any portion of the Indebtedness then outstanding under the Credit Agreement, (b) the exercise of any remedy with respect to Liens on the Common Collateral by the Administrative Agent, (c) a default in any scheduled payment of principal, premium, if any, interest or fees under the Indenture or the Credit Agreement that remains uncured or unwaived for a period of 30 days in the aggregate, or (d) the commencement of an insolvency or liquidation proceeding, the Holders may, at their sole expense and effort, upon notice from the Collateral Agent at the direction of such Holders to the Company and the Administrative Agent, irrevocably require the Credit Facility Claim Holders to transfer and assign to the Holders, without warranty or representation or recourse (other than the representation or warranty that such Credit Facility Claims are being transferred without any Lien created by the Credit Facility Claim Holders), all (but not less than all) of the Credit Facility Claims and all rights of the Credit Facility Claim Holders under the Credit Facility Documents with respect to the Credit Facility Claims; *provided* that (x) the Administrative Agent and the Credit Facility Claim Holders shall retain all rights to be indemnified or to be held harmless by the Company and the Guarantors in accordance with the terms of the Credit Facility Documents, (y) such assignment shall not conflict with any law, rule or regulation or order of any court or other governmental authority having jurisdiction, and (z) the Holders shall have paid to the Administrative Agent, for the account of the Credit Facility Claim Holders, in immediately available funds, an amount equal to 100% of the principal of such Indebtedness (including Credit Facility Hedging Obligations, Protective Advance Obligations and Credit Facility Cash Management Obligations) *plus* all accrued and unpaid interest thereon *plus* all accrued and unpaid fees (including, without limitation, reasonable attorney's fees and costs) including any breakage costs and expenses (other than any other fees that become due as a result of the prepayment of the loans and other advances under, or early termination of, the Credit Agreement (such fees are referred to hereinafter as "Termination Fees")) *plus* all the other Credit Facility Claims then outstanding (which shall include, with respect to the aggregate face amount of the letters of credit outstanding under the Credit Agreement, an amount in cash equal to 105% thereof). In order to effectuate the foregoing, the Administrative Agent shall provide an estimated calculation, upon the written request of the Holders submitted through the Collateral Agent from time to time (but

in no event more than twice in any calendar month), the amount in cash that would be necessary to so purchase the Credit Facility Claims. If the purchase option is exercised: (a) the parties shall endeavor to close promptly thereafter but in any event within 10 business days of the notice thereof, (b) such purchase of the Credit Facility Claims shall be exercised pursuant to documentation mutually acceptable to each of the Administrative Agent and the Holders purchasing such claims, and (c) such Credit Facility Claims shall be purchased pro rata among the Holders giving notice to the Collateral Agent of their intent to exercise the purchase option hereunder according to such Holders' portion of the Indenture Obligations outstanding on the date of purchase. Notwithstanding anything to the contrary herein, if, at any time following the consummation of such transfer and assignment and the occurrence of the Discharge of Credit Facility Claims and the Discharge of Indenture Obligations (other than the payment of any fees that become due as a result of the prepayment or termination of the Indenture Obligations), the Holders recover any termination fees prior to the first anniversary of the date of such transfer and assignment is consummated, they shall turn over such fees to the Credit Facility Claim Holders in the form and to the extent received.

Release of Liens. The Company and the Guarantors are entitled to releases of assets included in the Collateral from the Liens securing Indenture Obligations under any one or more of the following circumstances, and such Liens on such assets shall automatically, without the need for any further action by any Person, be released, terminated and discharged:

(1) in connection with asset dispositions permitted or not prohibited under the covenant described below under "—Certain Covenants—Limitation on Asset Sales;"

(2) if any Guarantor is released from its Guarantee in accordance with the terms of the Indenture (including by virtue of such Guarantor ceasing to be a Restricted Subsidiary), that Guarantor's assets will also be released from the Liens securing its Guarantee and the other Indenture Obligations; or

(3) if required in accordance with the terms of the Intercreditor Agreement or any Collateral Agreement.

The Liens on the Collateral that secures the Indenture Obligations also will automatically, without the need for any further action by any Person, be released, terminated and discharged:

(1) upon legal defeasance or covenant defeasance or satisfaction and discharge of the Indenture as described below under the captions "—Legal Defeasance and Covenant Defeasance" and "—Satisfaction and Discharge;" or

(2) with the consent of the Holders of the requisite percentage of Notes in accordance with the provisions described below under the caption "—Modification of the Indenture."

The Collateral Agreements provide that the Collateral Agent will execute, upon request and at the Company's expense, any documents, instruments, agreements or filings reasonably requested by the Company to evidence the release of the Collateral.

Guarantees

The full and prompt payment of the Company's payment obligations under the Notes and the other Indenture Documents are guaranteed, jointly and severally, by all existing and future, direct and indirect, Domestic Restricted Subsidiaries (other than Discontinued Subsidiaries). Each Guarantor fully and unconditionally guarantees on a senior secured basis (each a "Guarantee" and, collectively, the "Guarantees"), jointly and severally, to each Holder and the Trustee, the full and prompt performance of the Company's Obligations under the Notes and the other Indenture Documents, including the payment of principal of, interest on, premium, if any, and Additional Interest, if any, on the Notes. The Guarantee of each Guarantor ranks senior in right of payment to all existing and future subordinated

Indebtedness of such Guarantor and equally in right of payment with all other existing and future senior Indebtedness of such Guarantor. The obligations of each Guarantor are limited to the maximum amount which, after giving effect to all other contingent and fixed liabilities of such Guarantor and after giving effect to any collections from or payments made by or on behalf of any other Guarantor in respect of the obligations of such other Guarantor under its Guarantee or pursuant to its contribution obligations under the Indenture, that result in the obligations of such Guarantor under the Guarantee not constituting a fraudulent conveyance or fraudulent transfer under federal or state law. The net worth of any Guarantor for such purpose shall include any claim of such Guarantor against the Company for reimbursement and any claim against any other Guarantor for contribution. Each Guarantor may consolidate with or merge into or sell its assets to the Company or another Guarantor without limitation. See "—Certain Covenants—Mergers, Consolidation and Sale of Assets" and "—Limitation on Asset Sales."

Notwithstanding the foregoing, a Guarantor will be released from its Guarantee without any action required on the part of the Trustee or any Holder:

(1) if (a) all of the Capital Stock issued by such Guarantor or all or substantially all of the assets of such Guarantor are sold or otherwise disposed of (including by way of merger or consolidation) to a Person other than the Company or any other Guarantor or (b) such Guarantor ceases to be a Restricted Subsidiary, and we otherwise comply, to the extent applicable, with the covenant described below under the caption "—Certain Covenants—Limitation on Asset Sales;"

(2) if the Company designates such Guarantor as an Unrestricted Subsidiary in accordance with the covenant described below under the caption "—Certain Covenants—Limitation on Restricted Payments;"

(3) if the Company exercises its legal defeasance option or its covenant defeasance option as described below under the caption "—Legal Defeasance and Covenant Defeasance;" or

(4) upon satisfaction and discharge of the Indenture or payment in full in cash of the principal of, premium, if any, accrued and unpaid interest and Additional Interest, if any, on the Notes (which includes the Existing Notes and Additional Notes, if any) and all other Obligations that are then due and payable.

At the Company's request and expense, the Trustee will execute and deliver an instrument evidencing such release. A Guarantor may also be released from its obligations under its Guarantee in connection with a permitted amendment of the Indenture. See "—Modification of the Indenture."

As of the date of this prospectus, all of our Subsidiaries are Restricted Subsidiaries. However, under certain circumstances described below under "—Certain Covenants—Limitation on Restricted Payments," the Company is permitted to designate certain of its Subsidiaries as Unrestricted Subsidiaries. Unrestricted Subsidiaries are not subject to the restrictive covenants of the Indenture and do not guarantee the Notes. In the event of a bankruptcy, liquidation or reorganization of any of these Unrestricted Subsidiaries or any of our existing and future Foreign Restricted Subsidiaries, such Unrestricted Subsidiary or such Foreign Restricted Subsidiary, as the case may be, will pay the holders of their debt and their trade creditors before they will be able to distribute any of their assets to the Company.

Redemption

Optional Redemption prior to June 1, 2014. At any time on or prior to June 1, 2014, the Notes may be redeemed or purchased by the Company in whole or in part, at the Company's option, at a price equal to 100% of the principal amount thereof *plus* the Applicable Premium as of, and accrued and unpaid interest and Additional Interest, if any, to the date of redemption or purchase (the

"Redemption Date") (subject to the right of holders of record on the relevant record date to receive interest due on the relevant interest payment date). Such redemption or purchase may be made upon notice mailed by first-class mail to each Holder's registered address, not less than 30 nor more than 60 days prior to the Redemption Date.

Optional Redemption on or after June 1, 2014. Except as described above and below, the Notes are not redeemable before June 1, 2014. Thereafter, the Company may redeem the Notes, at its option, in whole or in part, upon not less than 30 nor more than 60 days' notice, at the following redemption prices (expressed as percentages of the principal amount thereof) if redeemed during the twelve-month period commencing on June 1, of the year set forth below:

Year	Percentage
2014	105.000%
2015	102.500%
2016 and thereafter	100.000%

In addition, the Company must pay accrued and unpaid interest, if any, on the Notes redeemed.

Optional Redemption Upon Equity Offerings. At any time, or from time to time, on or prior to June 1, 2013, the Company may, at its option, use an amount not to exceed the net cash proceeds of one or more Equity Offerings to redeem up to 35% of the aggregate principal amount of the Notes (which includes the Existing Notes and Additional Notes, if any) originally issued under the Indenture at a redemption price of 110% of the aggregate principal amount thereof, *plus* accrued and unpaid interest and Additional Interest, thereon, if any, to the date of redemption; *provided* that:

(1) at least 65% of the aggregate principal amount of Notes (which includes the Existing Notes and Additional Notes, if any) originally issued under the Indenture remains outstanding immediately after any such redemption; and

(2) the Company makes such redemption not more than 120 days after the consummation of any such Equity Offering.

Selection and Notice of Redemption. In the event that the Company chooses to redeem less than all of the Notes, selection of the Notes for redemption will be made by the Trustee either:

(1) in compliance with the requirements of the principal national securities exchange, if any, on which the Notes are listed; or

(2) if the Notes are not then listed on a national securities exchange, on a pro rata basis, by lot or by such method as the Trustee may reasonably determine is fair and appropriate.

If a partial redemption is made with the proceeds of an Equity Offering, the Trustee will select the Notes (which will include the Existing Notes and Additional Notes, if any) only on a pro rata basis or on as nearly a pro rata basis as is practicable (subject to DTC procedures), unless such method is otherwise prohibited. No Notes of a principal amount of $2,000 or less shall be redeemed in part and Notes of a principal amount in excess of $2,000 may be redeemed in part in multiples of $1,000 only.

Notice of redemption will be mailed by first-class mail at least 30 but not more than 60 days before the redemption date to the Trustee and each Holder to be redeemed at its registered address. If Notes are to be redeemed in part only, the notice of redemption shall state the portion of the principal amount thereof to be redeemed. A new Note in a principal amount equal to the unredeemed portion thereof will be issued in the name of the Holder thereof upon cancellation of the original Note (or appropriate adjustments to the amount and beneficial interests in the Global Note (as defined in the Indenture) will be made).

The Company will pay the redemption price for any Note together with accrued and unpaid interest and Additional Interest thereon through the date of redemption. On and after the redemption date, interest will cease to accrue on Notes or portions thereof called for redemption as long as the Company has deposited with the paying agent funds in satisfaction of the applicable redemption price pursuant to the Indenture.

Mandatory Redemption; Offers to Purchase; Open Market Purchases

The Company is not required to make any mandatory redemption or sinking fund payments with respect to the Notes. However, under certain circumstances, the Company may be required to offer to purchase the Notes as described under the captions "—Repurchase upon Change of Control" and "—Certain Covenants —Limitation on Asset Sales." The Company may at any time and from time to time purchase Notes in the open market or otherwise.

Repurchase upon Change of Control

Upon the occurrence of a Change of Control, each Holder will have the right to require that the Company purchase all or a portion (equal to $2,000 or an integral multiple of $1,000 in excess thereof) of such Holder's Notes using immediately available funds pursuant to the offer described below (the "Change of Control Offer"), at a purchase price in cash equal to 101% of the principal amount thereof on the date of purchase, *plus* accrued and unpaid interest and Additional Interest, if any, to the date of purchase.

Within 30 days following the date upon which the Change of Control occurred, the Company must send, by first-class mail, an offer to each Holder, with a copy to the Trustee, which offer shall govern the terms of the Change of Control Offer. Such offer shall state, among other things, the purchase date, which must be no earlier than 30 days nor later than 60 days from the date such notice is mailed, other than as may be required by law (the "Change of Control Payment Date").

Holders electing to have a Note purchased pursuant to a Change of Control Offer will be required to surrender the Note, with the form entitled "Option of Holder to Elect Purchase" on the reverse of the Note completed, to the paying agent at the address specified in the notice prior to the close of business on the third business day prior to the Change of Control Payment Date. If only a portion of a Note is purchased pursuant to a Change of Control Offer, a new Note in a principal amount equal to the portion thereof not purchased will be issued in the name of the Holder thereof upon cancellation of the original Note (or appropriate adjustments to the amount and beneficial interests in a Global Note will be made). Notes (or portions thereof) purchased pursuant to a Change of Control Offer will be cancelled and cannot be reissued.

The Company will not be required to make a Change of Control Offer upon a Change of Control if a third party makes the Change of Control Offer in the manner, at the times and otherwise in compliance with the requirements set forth in the Indenture applicable to a Change of Control Offer made by the Company and purchases all Notes validly tendered and not withdrawn under such Change of Control Offer.

If a Change of Control Offer is made, there can be no assurance that the Company will have available funds sufficient to pay the Change of Control purchase price for all the Notes that might be delivered by Holders seeking to accept the Change of Control Offer. In the event the Company is required to purchase outstanding Notes pursuant to a Change of Control Offer, the Company expects that it would seek third party financing to the extent it does not have available funds to meet its purchase obligations. However, there can be no assurance that the Company would be able to obtain such financing and the terms of the Credit Agreement and/or the Indenture may restrict the ability of the Company to obtain such financing.

Restrictions in the Indenture described herein on the ability of the Company and its Restricted Subsidiaries to incur additional Indebtedness, to grant Liens on its property, to make Restricted Payments and to make Asset Sales may also make more difficult or discourage a takeover of the Company, whether favored or opposed by the management or the Board of Directors of the Company. Consummation of any such Asset Sales in certain circumstances may require redemption or repurchase of the Notes, and there can be no assurance that the Company or the acquiring party will have sufficient financial resources to effect such redemption or repurchase. Such restrictions and the restrictions on transactions with Affiliates may, in certain circumstances, make more difficult or discourage any leveraged buyout of the Company or any of its Subsidiaries by the management of the Company. While such restrictions cover a wide variety of arrangements that have traditionally been used to effect highly leveraged transactions, the Indenture may not afford the Holders protection in all circumstances from the adverse aspects of a highly leveraged transaction, reorganization, restructuring, merger, recapitalization or similar transaction.

One of the events that constitutes a Change of Control under the Indenture is the disposition of "all or substantially all" of the Company's assets under certain circumstances. This term has not been interpreted under New York law (which is the governing law of the Indenture) to represent a specific quantitative test. As a consequence, in the event Holders elect to require the Company to purchase the Notes and the Company elects to contest such election, there can be no assurance as to how a court interpreting New York law would interpret the phrase under such circumstances.

The Company will comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent such laws and regulations are applicable in connection with the repurchase of Notes pursuant to a Change of Control Offer. To the extent that the provisions of any securities laws or regulations conflict with the "Change of Control" provisions of the Indenture, the Company shall comply with the applicable securities laws and regulations and shall not be deemed to have breached its obligations under the "Change of Control" provisions of the Indenture by virtue thereof.

Certain Covenants

The Indenture contains, among others, the following covenants:

Limitation on Restricted Payments. The Company will not, and will not cause or permit any of its Restricted Subsidiaries to, directly or indirectly:

(1) declare or pay any dividend or make any distribution (other than dividends or distributions payable in Qualified Capital Stock of the Company and dividends and distributions payable to the Company or another Restricted Subsidiary of the Company) on or in respect of shares of Capital Stock of the Company or its Restricted Subsidiaries to holders of such Capital Stock;

(2) purchase, redeem or otherwise acquire or retire for value any Capital Stock of the Company or its Restricted Subsidiaries (other than any such Capital Stock held by the Company or any Restricted Subsidiary);

(3) make any principal payment on, purchase, defease, redeem, prepay, decrease or otherwise acquire or retire for value, prior to any scheduled final maturity, scheduled repayment or scheduled sinking fund payment, any Indebtedness of the Company or any Guarantor that is subordinate or junior in right of payment to the Notes or a Guarantee; or

(4) make any Investment (other than Permitted Investments);

(each of the foregoing actions set forth in clauses (1), (2), (3) and (4) being referred to as a "Restricted Payment"), if at the time of such Restricted Payment or immediately after giving effect thereto:

(i) a Default or an Event of Default shall have occurred and be continuing;

(ii) the Company is not able to incur at least $1.00 of additional Indebtedness (other than Permitted Indebtedness) in compliance with the covenant described under "—Limitation on Incurrence of Additional Indebtedness and Issuance of Preferred Stock;" or

(iii) the aggregate amount of Restricted Payments (including such proposed Restricted Payment) made subsequent to May 19, 2010 (the amount expended for such purposes, if other than in cash, being the Fair Market Value of such property at the time of the making thereof) shall exceed the sum of:

(A) 50% of the cumulative Consolidated Net Income (or if cumulative Consolidated Net Income is a loss, minus 100% of such loss) of the Company earned during the period beginning on June 28, 2010 and ending on the last day of the Company's most recent fiscal quarter ending prior to the date the Restricted Payment occurs for which financial statements are available (the "Reference Date") (treating such period as a single accounting period); *plus*

(B) 100% of the aggregate net cash proceeds received by the Company from any Person (other than a Subsidiary of the Company) from the issuance and sale subsequent to May 19, 2010 and on or prior to the Reference Date of Qualified Capital Stock of the Company (excluding any net proceeds from an Equity Offering to the extent used to redeem Notes pursuant to the provisions described under "—Redemption—Optional Redemption Upon Equity Offerings"); *plus*

(C) 100% of the aggregate net cash proceeds received from the issuance of Indebtedness or shares of Disqualified Capital Stock of the Company that have been converted into or exchanged for Qualified Capital Stock of the Company subsequent to May 19, 2010 and on or prior to the Reference Date; *plus*

(D) the amount for the period subsequent to May 19, 2010 and on or prior to the Reference Date equal to the sum of (i) the net reduction in the Investments (other than Permitted Investments) made by the Company or any of its Restricted Subsidiaries in any Person resulting from repurchases, repayments or redemptions of such Investments by such Person, proceeds realized on the sale of such Investment and proceeds representing the return of capital (excluding dividends and distributions), in each case received by the Company or any of its Restricted Subsidiaries, and (ii) to the extent such Person is an Unrestricted Subsidiary, the portion (proportionate to the Company's equity interest in such Subsidiary) of the Fair Market Value of the net assets of such Unrestricted Subsidiary at the time such Unrestricted Subsidiary is designated a Restricted Subsidiary; *provided*, *however*, that the foregoing sum shall not exceed, in the case of any such Person or Unrestricted Subsidiary, the amount of Investments (excluding Permitted Investments) previously made (and treated as a Restricted Payment) by the Company or any of its Restricted Subsidiaries in such Person or Unrestricted Subsidiary; *plus*

(E) 100% of the aggregate net cash proceeds received from the exercise by any holder of a convertible note of the Company that has been converted into Qualified Capital Stock of the Company subsequent to May 19, 2010 and on or prior to the Reference Date.

In the case of clause (iii)(B) above, any net cash proceeds from issuances and sales of Qualified Capital Stock of the Company financed directly or indirectly using funds borrowed from the Company or any Subsidiary of the Company, shall be excluded until and to the extent such borrowing is repaid.

Notwithstanding the foregoing, the provisions set forth in the immediately preceding paragraph do not prohibit:

(1) the payment of any dividend or other distribution or redemption within 60 days after the date of declaration of such dividend or call for redemption if such payment would have been permitted on the date of declaration or call for redemption;

(2) the acquisition of any shares of Qualified Capital Stock of the Company, either (i) solely in exchange for other shares of Qualified Capital Stock of the Company or (ii) through the application of net proceeds of a sale for cash (other than to a Subsidiary of the Company) of shares of Qualified Capital Stock of the Company within 60 days after such sale;

(3) the acquisition of any Indebtedness of the Company or the Guarantors that is subordinate or junior in right of payment to the Notes and Guarantees either (i) solely in exchange for shares of Qualified Capital Stock of the Company, or (ii) through the application of net proceeds of a sale for cash (other than to a Subsidiary of the Company) within 60 days after such sale of (a) shares of Qualified Capital Stock of the Company or (b) if no Default or Event of Default would exist after giving effect thereto, Refinancing Indebtedness;

(4) an Investment either (i) solely in exchange for shares of Qualified Capital Stock of the Company or (ii) through the application of the net proceeds of a sale for cash (other than to a Subsidiary of the Company) of shares of Qualified Capital Stock of the Company within 60 days after such sale;

(5) if no Default or Event of Default has occurred and is continuing or would exist after giving effect thereto, the repurchase or other acquisition of shares of Capital Stock of the Company from employees, former employees, directors or former directors of the Company (or permitted transferees of such employees, former employees, directors or former directors), pursuant to the terms of the agreements (including employment agreements) or plans (or amendments thereto) approved by the Board of Directors of the Company under which such individuals purchase or sell or are granted the option to purchase or sell, shares of such Capital Stock; *provided*, *however*, that the aggregate amount of such repurchases and other acquisitions in any calendar year shall not exceed $2.0 million; *provided further*, *however*, that such amount in any calendar year may be increased by an amount not to exceed the net cash proceeds of key man life insurance policies received by the Company after May 19, 2010;

(6) repurchases of Capital Stock deemed to occur upon exercise of stock options, warrants or other similar rights if such Capital Stock represents a portion of the exercise price of such options, warrants or other similar rights;

(7) payments or distributions to dissenting stockholders of Capital Stock of the Company pursuant to applicable law, pursuant to or in connection with a consolidation, merger or transfer of assets that complies with the provisions of the Indenture applicable to mergers, consolidations and transfers of all or substantially all of the property and assets of the Company or any of its Restricted Subsidiaries;

(8) distribution of rights pursuant to a shareholder rights plan of the Company or redemptions of such rights; *provided* that such redemptions are in accordance with the terms of such shareholder rights plan;

(9) any purchase, redemption or acquisition for value of Qualified Capital Stock of the Company in connection with the Company's 401(k) plan or Employee Stock Purchase Plan (as such plans are amended or modified from time to time); and

(10) if no Default shall have occurred and be continuing or would exist after giving effect thereto, other Restricted Payments not to exceed $12.5 million outstanding at any one time in the aggregate.

In determining the aggregate amount of Restricted Payments made subsequent to May 19, 2010 in accordance with clause (iii) of the first paragraph of this "Limitation on Restricted Payments" covenant amounts expended pursuant to clauses (1), (2)(ii), (3)(ii)(a), (4)(ii) and (10) shall be included in such calculation.

Not later than the date of making any Restricted Payment pursuant to the provisions of the first paragraph described under this covenant and no less frequently than quarterly in the case of all other Restricted Payments, the Company shall deliver to the Trustee an Officers' Certificate stating that such Restricted Payment complies with the Indenture and setting forth in reasonable detail the basis upon which the required calculations were computed, which calculations may be based upon the Company's latest available internal quarterly financial statements.

Limitation on Incurrence of Additional Indebtedness and Issuance of Preferred Stock. (a) The Company will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly, create, incur, assume, guarantee, acquire, become liable, contingently or otherwise, with respect to, or otherwise become responsible for payment of (collectively, "incur," which term shall be deemed to include the entry into a committed revolving credit facility or agreement to increase in the amount of the revolving commitments thereunder, in each case, in an aggregate principal amount equal to the aggregate amount of all revolving commitments thereunder at the time of such entry or increase, as the case may be, and for the avoidance of doubt not the extension or issuance of individual loans or letters of credit thereunder) any Indebtedness (other than Permitted Indebtedness), and the Company will not issue any Disqualified Stock and will not permit any of its Restricted Subsidiaries to issue any shares of preferred stock; *provided*, *however*, that if no Default or Event of Default shall have occurred and be continuing at the time of or as a consequence of the incurrence of any such Indebtedness, the Company may incur Indebtedness or issue Disqualified Stock and any of its Restricted Subsidiaries that is or, upon such incurrence, becomes a Guarantor may incur Indebtedness, in each case, if on the date of the incurrence of such Indebtedness or the issuance of such Disqualified Stock, as the case may be, the Consolidated Fixed Charge Coverage Ratio of the Company will be, after giving effect to the incurrence thereof, greater than 2.00 to 1.00. In connection with the Herley Acquisition, the Company incurred Indebtedness, and the Guarantors incurred Indebtedness in the form of Existing Notes and the related guarantees thereof in an aggregate principal amount of $285.0 million, in each case as permitted pursuant to that certain Supplemental Indenture, dated as of February 7, 2011, among the Company, the Guarantors party thereto, the Trustee and the Collateral Agent.

(b) The Company will not, and will not permit any of its Domestic Restricted Subsidiaries to, directly or indirectly, incur any Indebtedness which by its terms (or by the terms of any agreement governing such Indebtedness) is subordinated to any other Indebtedness of the Company or such Domestic Restricted Subsidiary unless such Indebtedness is also by its terms (or by the terms of any agreement governing such Indebtedness) made expressly subordinate to the Obligations of the Company or such Domestic Restricted Subsidiary under (a) in the case of the Company, the Notes and the other Indenture Documents or (b) in the case of such Domestic Restricted Subsidiary, its Guarantee and the other Indenture Documents, in each case, to the same extent and in the same manner as such Indebtedness is subordinated pursuant to subordination provisions that are most favorable to the holders of any other Indebtedness of the Company or such Domestic Restricted Subsidiary.

Limitation on Asset Sales. The Company will not, and will not permit any of its Restricted Subsidiaries to, consummate an Asset Sale unless:

(1) the Company or the applicable Restricted Subsidiary, as the case may be, receives consideration at the time of such Asset Sale at least equal to the Fair Market Value of the assets sold or otherwise disposed;

(2) at least 75% of the consideration received by the Company or the Restricted Subsidiary, as the case may be, from such Asset Sale is in the form of cash or Cash Equivalents and is received at the time of such disposition; *provided* that (a) the amount of any liabilities (as shown on the most recent applicable balance sheet) of the Company or such Restricted Subsidiary (other than liabilities that are by their terms subordinated to the Notes) that are assumed by the transferee of any such assets shall be deemed to be cash for purposes of this provision so long as the documents governing such liabilities or the assumption thereof provide that there is no further recourse to the Company or any of its Subsidiaries with respect to such liabilities and (b) the Fair Market Value of any marketable securities received by the Company or any such Restricted Subsidiary in exchange for any such assets that are converted into cash or Cash Equivalents within 60 days after the consummation of such Asset Sale shall be deemed to be cash for purposes of this provision; and

(3) the Company shall apply, or cause such Restricted Subsidiary to apply, the Net Cash Proceeds relating to such Asset Sale within 360 days of receipt thereof either:

(a) to the extent the property that is subject to such Asset Sale constitutes Credit Facility Priority Collateral, (i) to repay or prepay Indebtedness and other Obligations under the Credit Agreement and, if the Indebtedness repaid is revolving credit Indebtedness, to correspondingly reduce commitments with respect thereto or (ii) to acquire inventory, documents, contracts, or accounts, chattel paper, instruments or contract rights in respect of any service or sales contracts;

(b) to make (or enter into a definitive and binding agreement committing to do so within 180 days after the date that is 360 days following the date of receipt of such Net Cash Proceeds) an investment in property, plant, equipment or other non-current assets that replace the properties and assets that were the subject of such Asset Sale or that will be used or useful in a Permitted Business or the acquisition of all of the Capital Stock of a Person engaged in a Permitted Business; or

(c) a combination of repayment and investment permitted by the foregoing clauses (3)(a) and (3)(b);

provided, that if such Asset Sale is of all or substantially all of the Capital Stock of one or more of the Subsidiaries of the Company and if the Net Cash Proceeds of such Capital Stock are not reinvested in the acquisition of all of the Capital Stock of a Person engaged in a Permitted Business as described in clause (3)(b) above, then the portion of the Net Cash Proceeds attributable to Credit Facility Priority Collateral of such Subsidiaries immediately prior to such sale shall be applied as required by clause (3)(a) above, and the portion of the Net Cash Proceeds attributable to Notes Priority Collateral of such Subsidiaries immediately prior to such sale shall be applied as required by clause (3)(b) above, notwithstanding the fact that such Capital Stock constitutes Notes Priority Collateral.

Pending the final application of Net Cash Proceeds, the Company may temporarily reduce revolving credit borrowings or invest such Net Cash Proceeds in Cash Equivalents. On the 361st day after an Asset Sale or such earlier date, if any, as the Board of Directors of the Company or of such Restricted Subsidiary determines not to apply the Net Cash Proceeds relating to such Asset Sale as set forth in clauses (3)(a), (3)(b) or (3)(c) of the preceding paragraph (each, a "Net Proceeds Offer Trigger Date"), such aggregate amount of Net Cash Proceeds which have not been applied on or before such

Net Proceeds Offer Trigger Date as permitted in clauses (3)(a), (3)(b) and (3)(c) of the preceding paragraph (each a "Net Proceeds Offer Amount") shall be applied by the Company or such Restricted Subsidiary to make an offer to purchase (the "Net Proceeds Offer") on a date (the "Net Proceeds Offer Payment Date") not less than 30 nor more than 60 days following the applicable Net Proceeds Offer Trigger Date, from all Holders, the maximum principal amount of Notes that may be purchased with the Net Proceeds Offer Amount at a price equal to 100% of the principal amount thereof, *plus* accrued and unpaid interest and Additional Interest thereon, if any, to the date of purchase; *provided*, *however*, that if (x) at any time any non-cash consideration received by the Company or any Restricted Subsidiary of the Company, as the case may be, in connection with any Asset Sale is converted into or sold or otherwise disposed of for cash (other than interest received with respect to any such non-cash consideration), then such conversion or disposition shall be deemed to constitute an Asset Sale hereunder on the date of such conversion or disposition, as the case may be, and the Net Cash Proceeds thereof shall be applied in accordance with clause (3) of the immediately preceding paragraph and this paragraph and (y) any Net Cash Proceeds are not applied by the date provided in any definitive and binding agreement described under clause (3)(b) of the immediately preceding paragraph (as such date may be extended in accordance with the terms of such definitive agreement, but in any event, to a date no later than 180 days following such 361st date), such date (as extended, if applicable) shall immediately be deemed to be a "Net Proceeds Trigger Date" and the aggregate amount of such Net Cash Proceeds not applied in accordance with clause (3)(a), (3)(b) or (3)(c), as applicable, by such date shall immediately be deemed to be the "Net Proceeds Offer Amount," and such aggregate amount shall be subject to a Net Proceeds Offer and such Net Cash Proceeds shall be applied in accordance with this paragraph.

The Company may defer any Net Proceeds Offer until there is an aggregate unutilized Net Proceeds Offer Amount equal to or in excess of $5.0 million resulting from one or more Asset Sales in which case the accumulation of such amount shall constitute a Net Proceeds Offer Trigger Date (at which time, the entire unutilized Net Proceeds Offer Amount, and not just the amount in excess of $5.0 million, shall be applied as required pursuant to the immediately preceding paragraph). Upon the completion of each Net Proceeds Offer, the Net Proceeds Offer Amount will be reset at zero, and for the avoidance of doubt, if the aggregate principal amount of Notes properly tendered in connection with such Net Proceeds Offer was less than the Net Proceeds Offer Amount, any Net Cash Proceeds relating to, and remaining following the completion of, such Net Proceeds Offer shall no longer constitute Net Cash Proceeds for purposes of this covenant.

In the event of the transfer of substantially all (but not all) of the property and assets of the Company and its Restricted Subsidiaries as an entirety to a Person in a transaction permitted under "—Merger, Consolidation and Sale of Assets," which transaction does not constitute a Change of Control, the successor entity shall be deemed to have sold the properties and assets of the Company and its Restricted Subsidiaries not so transferred for purposes of this covenant, and shall comply with the provisions of this covenant with respect to such deemed sale as if it constituted an Asset Sale. In addition, the Fair Market Value of such properties and assets of the Company or its Restricted Subsidiaries deemed to be sold shall be deemed to be Net Cash Proceeds for purposes of this covenant.

Each notice of a Net Proceeds Offer shall be mailed first class, postage prepaid, to the record Holders as shown on the register of Holders within 20 days following the Net Proceeds Offer Trigger Date, with a copy to the Trustee, and shall comply with the procedures set forth in the Indenture. Upon receiving notice of the Net Proceeds Offer, Holders may elect to tender their Notes in whole or in part (equal to $2,000 or an integral multiple of $1,000 in excess thereof) in exchange for cash. To the extent Holders properly tender Notes in an amount exceeding the Net Proceeds Offer Amount, Notes of tendering Holders will be purchased on a pro rata basis (based on amounts tendered) or on as nearly a pro rata basis as is practicable (subject to DTC procedures). A Net Proceeds Offer shall remain open for a period of 20 business days or such longer period as may be required by law.

The Company will comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent such laws and regulations are applicable in connection with the repurchase of Notes pursuant to a Net Proceeds Offer. To the extent that the provisions of any securities laws or regulations conflict with the "Asset Sales" provisions of the Indenture, the Company shall comply with the applicable securities laws and regulations and shall not be deemed to have breached its obligations under the "Asset Sales" provisions of the Indenture by virtue of such compliance.

Limitation on Dividend and Other Payment Restrictions Affecting Restricted Subsidiaries. The Company will not, and will not cause or permit any of its Restricted Subsidiaries to, directly or indirectly, create or otherwise cause or permit to exist or become effective any encumbrance or restriction on the ability of any Restricted Subsidiary of the Company to:

(1) pay dividends or make any other distributions on or in respect of its Capital Stock;

(2) make loans or advances or to pay any Indebtedness or other obligation owed to the Company or any other Restricted Subsidiary of the Company; or

(3) transfer any of its property or assets to the Company or any other Restricted Subsidiary of the Company, except for such encumbrances or restrictions existing under or by reason of:

(a) applicable law, rule or regulation;

(b) the Notes, the Indenture, the Guarantees or the Collateral Agreements;

(c) customary non-assignment provisions of any lease of any Restricted Subsidiary of the Company to the extent such provisions restrict the transfer of the lease or the property leased thereunder;

(d) any instrument governing Acquired Indebtedness, which encumbrance or restriction is not applicable to any Person, or the properties or assets of any Person, other than the Person or the properties or assets of the Person so acquired;

(e) the Credit Agreement (and all replacements or substitutions thereof on terms with respect to such encumbrances or restrictions no more adverse to the Holders);

(f) agreements existing on May 19, 2010 to the extent and in the manner such agreements are in effect on such date;

(g) restrictions on the transfer of assets subject to any Lien permitted under the Indenture;

(h) restrictions imposed by any agreement to sell assets or Capital Stock permitted under the Indenture to any Person pending the closing of such sale;

(i) provisions in joint venture agreements and other similar agreements (in each case relating solely to the respective joint venture or similar entity or the equity interests therein) entered into in the ordinary course of business;

(j) restrictions contained in the terms of the Purchase Money Indebtedness or Capitalized Lease Obligations not incurred in violation of the Indenture; *provided*, that such restrictions relate only to the assets financed with such Indebtedness;

(k) restrictions in other Indebtedness incurred in compliance with the covenant described under "—Limitation on Incurrence of Additional Indebtedness and Issuance of Preferred Stock;" *provided* that such restrictions, taken as a whole, are, in the good faith judgment of the Company's Board of Directors, no more materially restrictive with respect to such encumbrances and restrictions than those contained in the existing agreements referenced in clauses (b), (e) and (f) above;

(l) restrictions on cash or other deposits imposed by customers under contracts or other arrangements entered into or agreed to in the ordinary course of business;

(m) restrictions on the ability of any Foreign Restricted Subsidiary to make dividends or other distributions resulting from the operation of covenants contained in documentation governing Indebtedness of such Subsidiary permitted under the Indenture; or

(n) an agreement governing Indebtedness incurred to Refinance the Indebtedness issued, assumed or incurred pursuant to an agreement referred to in clause (b), (d), (e), (f), (j) or (k) above; *provided*, *however*, that the provisions relating to such encumbrance or restriction contained in any such Indebtedness are no less favorable to the Company as determined by the Board of Directors of the Company in their reasonable and good faith judgment than the provisions relating to such encumbrance or restriction contained in agreements referred to in such clause (b), (d), (e), (f) , (j) or (k).

Limitation on Issuances and Sales of Capital Stock of Subsidiaries. The Company will not permit or cause any of its Restricted Subsidiaries to issue or sell any Capital Stock (other than to the Company or to a Wholly Owned Subsidiary of the Company or permit any Person (other than the Company or a Wholly Owned Subsidiary of the Company) to own or hold any Capital Stock of any Restricted Subsidiary of the Company or any Lien or security interest therein (other than as required by applicable law); *provided*, *however*, that this provision shall not prohibit (1) any issuance or sale if, immediately after giving effect thereto, such Restricted Subsidiary would no longer constitute a Restricted Subsidiary and any Investment in such Person remaining after giving effect to such issuance or sale would have been permitted to be made under the "—Limitation on Restricted Payments" covenant if made on the date of such issuance or sale or (2) the sale of all of the Capital Stock of a Restricted Subsidiary in compliance with the provisions of the "—Limitation on Asset Sales" covenant.

Limitation on Liens. The Company will not, and will not cause or permit any of its Restricted Subsidiaries to, directly or indirectly, create, incur, assume or permit or suffer to exist any Liens (other than Permitted Liens) of any kind against or upon any property or assets of the Company or any of its Restricted Subsidiaries whether owned on May 19, 2010 or acquired thereafter, or any proceeds therefrom, or assign or otherwise convey any right to receive income or profits therefrom.

Limitation on Sale and Leaseback Transactions. The Company will not, and will not permit any of its Restricted Subsidiaries to, enter into any sale and leaseback transaction; *provided* that the Company and any Restricted Subsidiary may enter into a sale and leaseback transaction if:

(1) the Company or such Restricted Subsidiary could have (a) incurred Indebtedness in an amount equal to the Attributable Debt relating to such sale and leaseback transaction pursuant to the covenant described above under the caption "—Limitation on Incurrence of Additional Indebtedness and Issuance of Preferred Stock" and (b) incurred a Lien to secure such Indebtedness pursuant to the covenant described above under the caption "—Limitation on Liens;" and

(2) the transfer of assets in such sale and leaseback transaction is permitted by, and the Company applies the proceeds of such transaction in compliance with, the covenant described above under the caption "—Limitation on Asset Sales."

Merger, Consolidation and Sale of Assets. The Company will not, in a single transaction or series of related transactions, consolidate or merge with or into any Person, or sell, assign, transfer, lease, convey or otherwise dispose of (or cause or permit any Restricted Subsidiary of the Company to sell, assign, transfer, lease, convey or otherwise dispose of) all or substantially all of the Company's assets

(determined on a consolidated basis for the Company and the Company's Restricted Subsidiaries) whether as an entirety or substantially as an entirety to any Person unless:

(1) either:

(a) the Company shall be the surviving or continuing corporation; or

(b) the Person (if other than the Company) formed by such consolidation or into which the Company is merged or the Person which acquires by sale, assignment, transfer, lease, conveyance or other disposition the properties and assets of the Company and of the Company's Restricted Subsidiaries substantially as an entirety (the "Surviving Entity"):

(x) shall be a corporation organized and validly existing under the laws of the United States or any State thereof or the District of Columbia; and

(y) shall expressly assume, (i) by supplemental indenture, executed and delivered to the Trustee, the due and punctual payment of the principal of, and premium, if any, interest and Additional Interest, if any, on all of the Notes and the performance of every covenant of the Notes and the Indenture on the part of the Company to be performed or observed thereunder, (ii) by an assumption and joinder, executed and delivered to the Trustee, the performance of every covenant of the Registration Rights Agreement, and (iii) by amendment, supplement or other instrument, executed and delivered to the Trustee, all obligations of the Company under the Collateral Agreements, and in connection therewith shall cause such instruments to be filed and recorded in such jurisdictions and take such other actions as may be required by applicable law to perfect or continue the perfection of the Lien created under the Collateral Agreements on the Collateral owned by or transferred to the surviving entity;

(2) immediately after giving effect to such transaction and the assumption contemplated by clause (1)(b)(y) above (including giving effect to any Indebtedness and Acquired Indebtedness incurred or anticipated to be incurred in connection with or in respect of such transaction), the Company or such Surviving Entity, as the case may be, shall (a) be able to incur at least $1.00 of additional Indebtedness (other than Permitted Indebtedness) in compliance with the "—Limitation on Incurrence of Additional Indebtedness and Issuance of Preferred Stock" covenant or (b) have a Consolidated Fixed Charge Coverage Ratio that is no worse than the Company's Consolidated Fixed Charge Coverage Ratio immediately prior to such transaction and any related financing transaction;

(3) immediately after giving effect to such transaction and the assumption contemplated by clause (1)(b)(y) above (including, without limitation, giving effect to any Indebtedness and Acquired Indebtedness incurred or anticipated to be incurred and any Lien granted in connection with or in respect of the transaction), no Default or Event of Default shall have occurred or be continuing; and

(4) the Company or the Surviving Entity shall have delivered to the Trustee an Officers' Certificate and an Opinion of Counsel, each stating that such consolidation, merger, sale, assignment, transfer, lease, conveyance or other disposition and, if a supplemental indenture is required in connection with such transaction, such supplemental indenture comply with the applicable provisions of the Indenture and that all conditions precedent in the Indenture relating to such transaction have been satisfied.

For purposes of the foregoing, the transfer (by lease, assignment, sale or otherwise, in a single transaction or series of transactions) of all or substantially all of the properties or assets of one or more Restricted Subsidiaries of the Company the Capital Stock of which constitutes all or substantially all of

the properties and assets of the Company, shall be deemed to be the transfer of all or substantially all of the properties and assets of the Company.

The Indenture provides that upon any consolidation, combination or merger or any transfer of all or substantially all of the assets of the Company in accordance with the foregoing, in which the Company is not surviving or the continuing corporation, the successor Person formed by such consolidation or into which the Company is merged or to which such conveyance, lease or transfer is made shall succeed to, and be substituted for, and may exercise every right and power of, the Company under the Indenture and the Notes with the same effect as if such surviving entity had been named as such. Upon such substitution, the Company and any Guarantors that remain Subsidiaries of the Company shall be released from their obligations under the Indenture and the Guarantees.

Each Guarantor (other than any Guarantor whose Guarantee is to be released in accordance with the terms of the Guarantee and the Indenture in connection with any transaction complying with the provisions of this covenant and the "—Limitation on Asset Sales" covenant) will not, and the Company will not cause or permit any Guarantor to, consolidate with or merge with or into any Person, other than the Company or any other Guarantor unless:

(1) the entity formed by or surviving any such consolidation or merger (if other than the Guarantor) or to which such sale, lease, conveyance or other disposition shall have been made is a corporation organized and existing under the laws of the United States or any State thereof or the District of Columbia;

(2) such entity assumes (a) by supplemental indenture, executed and delivered to the Trustee, all of the obligations of the Guarantor under the Guarantee and the performance of every covenant of the Guarantee and the Indenture, (b) by an assumption and joinder, executed and delivered to the Trustee, the performance of every covenant of the Registration Rights Agreement, and (c) by amendment, supplement or other instrument (in form and substance satisfactory to the Trustee and the Collateral Agent) executed and delivered to the Trustee and the Collateral Agent, all obligations of the Guarantor under the Collateral Agreements and in connection therewith shall cause such instruments to be filed and recorded in such jurisdictions and take such other actions as may be required by applicable law to perfect or continue the perfection of the Lien created under the Collateral Agreements on the Collateral owned by or transferred to the surviving entity; and

(3) immediately after giving effect to such transaction, no Default or Event of Default shall have occurred and be continuing.

Any merger or consolidation of (i) a Guarantor with and into the Company (with the Company being the surviving entity) or another Guarantor or (ii) a Guarantor or the Company with an Affiliate organized solely for the purpose of reincorporating such Guarantor or the Company in another jurisdiction in the United States or any state thereof or the District of Columbia need only comply with:

(A) clause (4) of the first paragraph of this covenant; and

(B) (x) in the case of a merger or consolidation involving the Company as described in clause (ii), clause 1(b)(y) of the first paragraph of this covenant and (y) in the case of a merger or consolidation involving the Guarantor as described in clause (ii), clause (2) of the immediately preceding paragraph.

Limitations on Transactions with Affiliates. (a) The Company will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly, enter into or permit to exist any transaction or series of related transactions (including, without limitation, the purchase, sale, lease or exchange of any

property or the rendering of any service) with, or for the benefit of, any of its Affiliates (each an "Affiliate Transaction"), other than

(x) Affiliate Transactions permitted under paragraph (b) below, and

(y) Affiliate Transactions on terms that are no less favorable than those that might reasonably have been obtained in a comparable transaction at such time on an arm's-length basis from a Person that is not an Affiliate of the Company or such Restricted Subsidiary.

All Affiliate Transactions (and each series of related Affiliate Transactions which are similar or part of a common plan) involving aggregate payments or other property with a Fair Market Value in excess of $5.0 million shall be approved by a majority of the members of the Board of Directors of the Company (including a majority of the disinterested members thereof), as the case may be, such approval to be evidenced by a Board Resolution stating that such Board of Directors has determined that such transaction complies with the foregoing provisions and the Company shall deliver an Officers' Certificate to the Trustee certifying that such transactions are in compliance with clause (a)(y) of the preceding paragraph. If the Company or any Restricted Subsidiary of the Company enters into an Affiliate Transaction (or a series of related Affiliate Transactions related to a common plan) that involves an aggregate Fair Market Value of more than $10.0 million, the Company shall, prior to the consummation thereof, obtain a favorable opinion as to the fairness of the financial terms of such transaction or series of related transactions to the Company or the relevant Restricted Subsidiary, as the case may be, from an Independent Financial Advisor and file the same with the Trustee.

(b) The restrictions set forth in paragraph (a) of this covenant shall not apply to:

(1) reasonable fees and compensation paid to and indemnity provided on behalf of, officers, directors, employees or consultants of the Company or any Restricted Subsidiary of the Company as determined in good faith by the Company's Board of Directors or senior management;

(2) transactions exclusively between or among the Company and any of its Restricted Subsidiaries or exclusively between or among such Restricted Subsidiaries; *provided* that such transactions are not otherwise prohibited by the Indenture;

(3) any agreement as in effect as of May 19, 2010 or any transaction contemplated thereby and any amendment thereto or any replacement agreement thereto so long as any such amendment or replacement agreement is not materially more disadvantageous to the Holders in any material respect than the original agreement as in effect on such date;

(4) Restricted Payments permitted by the Indenture and Permitted Investments described in clause (10) of the definition thereof;

(5) any merger or other transaction with an Affiliate solely for the purpose of reincorporating the Company in another jurisdiction or creating a holding company of the Company; and

(6) any employment, stock option, stock repurchase, employee benefit compensation, business expense reimbursement, severance, termination or other employment-related agreements, arrangements or plans entered into by the Company or any of its Restricted Subsidiaries in the ordinary course of business.

Additional Subsidiary Guarantees. If (a) the Company or any of its Restricted Subsidiaries acquires or creates another Domestic Restricted Subsidiary after May 19, 2010 (other than a Discontinued Subsidiary) or (b) if any Domestic Restricted Subsidiary that was a Discontinued

Subsidiary is no longer a Discontinued Subsidiary, then the Company shall cause such Domestic Restricted Subsidiary to:

(1) execute and deliver to the Trustee a supplemental indenture pursuant to which such Domestic Restricted Subsidiary shall unconditionally guarantee on a senior secured basis all of the Company's obligations under the Notes and the Indenture on the terms set forth in the Indenture;

(2) take such actions necessary or advisable to grant to the Collateral Agent for the benefit of the Holders a perfected security interest in the assets of such new Domestic Restricted Subsidiary of the type that would constitute Collateral (which for the avoidance of doubt shall not include any Excluded Assets), subject to the Permitted Liens, including the filing of Uniform Commercial Code financing statements in such jurisdictions as may be required by the Security Agreement or by law;

(3) take such further action and execute and deliver such other documents specified in the Indenture or otherwise reasonably requested by the Trustee or the Collateral Agent to effectuate the foregoing; and

(4) deliver to the Trustee an Opinion of Counsel that such supplemental indenture and any other documents required to be delivered have been duly authorized, executed and delivered by such Domestic Restricted Subsidiary and constitutes a legal, valid, binding and enforceable obligations of such Domestic Restricted Subsidiary and such other opinions regarding the perfection of such Liens in the assets of such Domestic Restricted Subsidiary as provided for in the Indenture.

Thereafter, such Domestic Restricted Subsidiary shall be a Guarantor for all purposes of the Indenture.

Real Estate Mortgages and Filings. With respect to any fee interest in any real property (individually and collectively, the "Premises") (a) owned by the Company or any of its Domestic Restricted Subsidiaries on May 19, 2010 or (b) acquired by the Company or any such Domestic Restricted Subsidiary after May 19, 2010 with a purchase price of greater than $1.0 million, on May 19, 2010 in the case of clause (a) and within 90 days of the acquisition thereof in the case of clause (b):

(1) the Company shall deliver to the Collateral Agent, as mortgagee, fully executed counterparts of Mortgages, each dated as of May 19, 2010 or the date of acquisition of such property, as the case may be, duly executed by the Company or the applicable Domestic Restricted Subsidiary, together with evidence of the completion (or satisfactory arrangements for the completion), of all recordings and filings of such Mortgage as may be necessary to create a valid, perfected Lien, subject to Permitted Liens, against the properties purported to be covered thereby;

(2) the Company shall deliver to the Collateral Agent mortgagee's title insurance policies in favor of the Collateral Agent, as mortgagee for the ratable benefit of the Collateral Agent, the Trustee and the Holders in an amount equal to 100% of the Fair Market Value of the Premises purported to be covered by the related Mortgage, insuring that title to such property is marketable and that the interests created by the Mortgage constitute valid Liens thereon free and clear of all Liens, defects and encumbrances other than Permitted Liens, and shall be accompanied by evidence of the payment in full of all premiums thereon; and

(3) the Company shall deliver to the Collateral Agent, with respect to each of the covered Premises, the most recent survey of such Premises, together with either (i) an updated survey certification in favor of the Trustee and the Collateral Agent from the applicable surveyor stating that, based on a visual inspection of the property and the knowledge of the surveyor,

there has been no change in the facts depicted in the survey or (ii) an affidavit from the Company and the Guarantors stating that there has been no change, other than, in each case, changes that do not materially adversely affect the use by the Company or Guarantor, as applicable, of such Premises for the Company or such Guarantor's business as so conducted, or intended to be conducted, at such Premises.

Conduct of Business. The Company will not, and will not permit any of its Restricted Subsidiaries to, engage in any businesses other than Permitted Businesses.

Reports to Holders. The Indenture provides that, whether or not required by the rules and regulations of the SEC, so long as any Notes are outstanding, the Company will furnish to the Trustee and to the Holders:

(1) all quarterly and annual financial information that would be required to be contained in a filing with the SEC on Forms 10-Q and 10-K if the Company were required to file such forms, including a "Management's Discussion and Analysis of Financial Condition and Results of Operations" that describes the financial condition and results of operations of the Company and its consolidated Subsidiaries (showing in reasonable detail, either on the face of the financial statements or in the footnotes thereto and in "Management's Discussion and Analysis of Financial Condition and Results of Operations", the financial condition and results of operations of the Company and its Restricted Subsidiaries separate from the financial condition and results of operations of the Unrestricted Subsidiaries of the Company, if any) and, with respect to the annual information only, a report thereon by the Company's certified independent accountants; and

(2) all current reports that would be required to be filed with the SEC on Form 8-K if the Company were required to file such reports,

in each case, within the time periods required for filing such forms and reports as specified in the SEC's rules and regulations.

Notwithstanding the foregoing, the Company may satisfy such requirements prior to the effectiveness of the registration statement contemplated by the Registration Rights Agreement by filing with the SEC such registration statement within the time period required for such filing as specified in the Registration Rights Agreement, to the extent that any such registration statement contains substantially the same information as would be required to be filed by the Company if it were subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act, and by providing the Trustee and Holders with such Registration Statement (and any amendments thereto) promptly following the filing thereof.

In addition, following the consummation of the Exchange Offer, whether or not required by the SEC's rules and regulations, the Company will file a copy of all such information and reports with the SEC for public availability within the time periods specified in the SEC's rules and regulations (unless the SEC will not accept such a filing). In addition, the Company has agreed that, prior to the consummation of the Exchange Offer, for so long as any Notes remain outstanding, it will furnish to the Holders upon their request, the information required to be delivered pursuant to Rule 144(A)(d)(4) under the Securities Act.

Payments for Consent. The Company will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly, pay or cause to be paid any consideration to or for the benefit of any Holder for or as an inducement to any consent, waiver or amendment of any of the terms or provisions of the Indenture, the Notes or any of the Collateral Agreements unless such consideration is offered to be paid or is paid to all Holders that consent, waive or agree to amend in the time frame set forth in the solicitation documents relating to such consent, waiver or agreement.

Events of Default

The following events are defined in the Indenture as "Events of Default":

(1) the failure to pay interest or Additional Interest, if any, on any Notes when the same becomes due and payable and the default continues for a period of 30 days;

(2) the failure to pay the principal of or premium, if any, on any Notes, when such principal or premium becomes due and payable, at maturity, upon optional redemption, upon required offer to purchase (including a default in payment resulting from the failure to make a required offer to purchase), upon acceleration or otherwise;

(3) a default in the observance or performance of any other covenant or agreement contained in the Indenture (other than the payment of the principal of, or premium, if any, or interest or Additional Interest, if any, on any Note) or any Collateral Agreement which default continues for a period of 30 days after the Company receives written notice specifying the default (and demanding that such default be remedied) from the Trustee or the Holders of at least 25% of the outstanding principal amount of the Notes (except in the case of a default with respect to the "—Certain Covenants —Merger, Consolidation and Sale of Assets" covenant, which will constitute an Event of Default with such notice requirement but without such passage of time requirement);

(4) the failure to pay at final maturity (giving effect to any applicable grace periods and any extensions thereof) the principal amount of any Indebtedness of the Company or any Restricted Subsidiary of the Company, or the acceleration of the final stated maturity of any such Indebtedness (which acceleration is not rescinded, annulled or otherwise cured within 20 days from the date of acceleration) if the aggregate principal amount of such Indebtedness, together with the principal amount of any other such Indebtedness in default for failure to pay principal at final maturity or which has been accelerated (in each case with respect to which the 20-day period described above has elapsed), aggregates $10.0 million or more at any time;

(5) one or more judgments in an aggregate amount in excess of $10.0 million shall have been rendered against the Company or any of its Restricted Subsidiaries (other than any judgment as to which a reputable and solvent third party insurer has not disclaimed coverage) and such judgments remain undischarged, unpaid or unstayed for a period of 60 days after such judgment or judgments become final and non-appealable;

(6) certain events of bankruptcy affecting the Company, any of its Significant Subsidiaries or any group of Restricted Subsidiaries that, taken together, would constitute a Significant Subsidiary;

(7) a court of competent jurisdiction enters a judgment, decree or order for relief in respect of the Company, any of its Significant Subsidiaries or any group of Restricted Subsidiaries that, taken together, would constitute a Significant Subsidiary in an involuntary case or proceeding under any Bankruptcy Code, which shall (A) approve as properly filed a petition seeking reorganization, arrangement, adjustment or composition in respect of the Company, such Significant Subsidiary or group of Restricted Subsidiaries that, taken together, would constitute a Significant Subsidiary, (B) appoint a Custodian of the Company, such Significant Subsidiary or group of Restricted Subsidiaries that, taken together, would constitute a Significant Subsidiary, or for substantially all of its property or (C) order the winding up or liquidation of its affairs; and such judgment, decree or order shall remain unstayed and in effect for a period of sixty (60) days;

(8) the Company or any of the Guarantors, directly or indirectly, contest in any manner the effectiveness, validity, binding nature or enforceability of any Collateral Agreement;

(9) any Guarantee of a Significant Subsidiary or any group of Domestic Restricted Subsidiaries that, taken together, would constitute a Significant Subsidiary ceases to be in full force and effect or any Guarantee of a Significant Subsidiary or any group of Domestic Restricted Subsidiaries that, taken together, would constitute a Significant Subsidiary is declared by a court of competent jurisdiction to be null and void and unenforceable or any Guarantee of a Significant Subsidiary or any group of Domestic Restricted Subsidiaries that, taken together, would constitute a Significant Subsidiary is found by a court of competent jurisdiction to be invalid or any Guarantor denies its liability under its Guarantee (other than by reason of release of a Guarantor in accordance with the terms of the Indenture); or

(10) (i) any security interest created by any Collateral Agreement ceases to be in full force and effect (except as permitted by the terms of the Indenture or the Collateral Agreements) or (ii) the breach or repudiation by the Company or any of its Restricted Subsidiaries of any of their obligations under any Collateral Agreement (other than by reason of a release of such obligation or Lien related thereto in accordance with the terms of the Indenture or the Collateral Agreement); *provided* that, in the case of clauses (i) and (ii), such cessation, breach or repudiation, individually or in the aggregate, results in Collateral having a Fair Market Value in excess of $5.0 million not being subject to a valid, perfected security interest in favor of the Collateral Agent (to the extent required under the Collateral Agreements). For the avoidance of doubt, this clause (10) does not limit or otherwise alter in any manner the remedies available to Holders in clauses (1) through (9) above.

If an Event of Default (other than an Event of Default specified in clause (6) above with respect to the Company) shall occur and be continuing and has not been waived, the Trustee or the Holders of at least 25% in principal amount of outstanding Notes (which includes the Existing Notes and Additional Notes, if any) may declare the principal of and premium, if any, accrued interest and Additional Interest, if any, on all the Notes to be due and payable by notice in writing to the Company and the Trustee specifying the Event of Default and that it is a "notice of acceleration" (the "Acceleration Notice"), and the same shall become immediately due and payable.

If an Event of Default specified in clause (6) above with respect to the Company occurs and is continuing, then all unpaid principal of, and premium, if any, and accrued and unpaid interest and Additional Interest, if any, on all of the outstanding Notes shall ipso facto become and be immediately due and payable without any declaration or other act on the part of the Trustee or any Holder.

The Indenture provides that, at any time after a declaration of acceleration with respect to the Notes as described in the preceding paragraphs, the Holders of a majority in principal amount of the Notes (which includes the Existing Notes and Additional Notes, if any) may rescind and cancel such declaration and its consequences:

(1) if the rescission would not conflict with any judgment or decree;

(2) if all existing Events of Default have been cured or waived except nonpayment of principal, premium, if any, interest or Additional Interest, if any, that has become due solely because of the acceleration;

(3) to the extent the payment of such interest is lawful, interest on overdue installments of interest and overdue principal and premium, if any, and Additional Interest, if any, which has become due otherwise than by such declaration of acceleration, has been paid or deposited with the Trustee for payment therefor without any restriction on or condition to the application by the Trustee towards such payment;

(4) if the Company has paid the Trustee its reasonable compensation and reimbursed the Trustee for its reasonable expenses, disbursements and its advances; and

(5) in the event of the cure or waiver of an Event of Default described in clause (6) of the description above of Events of Default, the Trustee shall have received an Officers' Certificate and an Opinion of Counsel that such Event of Default has been cured or waived.

No such rescission shall affect any subsequent Default or impair any right consequent thereto.

The Holders of a majority in principal amount of the Notes (which includes the Existing Notes and Additional Notes, if any) may waive any existing Default or Event of Default under the Indenture, and its consequences, except a default in the payment of the principal of or premium, if any, interest or Additional Interest, if any, on any Notes.

Holders may not enforce the Indenture or the Notes except as provided in the Indenture and under the Trust Indenture Act. The Trustee is under no obligation to exercise any of its rights or powers under the Indenture at the request, order or direction of any of the Holders, unless such Holders have offered to the Trustee an indemnity or security satisfactory to the Trustee. Subject to the provisions of the Indenture and applicable law, the Holders of a majority in aggregate principal amount of the then outstanding Notes have the right to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee or exercising any trust or power conferred on the Trustee.

No past, present or future director, officer, employee, incorporator, or stockholder of the Company or a Guarantor, as such, shall have any liability for any obligations of the Company or the Guarantors under the Notes, the Guarantees or the Indenture or for any claim based on, or in respect of, such obligations or their creation. Each Holder by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes.

Under the Indenture, the Company is required to provide an Officers' Certificate to the Trustee promptly upon any Officer obtaining knowledge of any Default or Event of Default (*provided* that such Officers' Certificate shall be provided at least annually whether or not such Officers know of any Default or Event of Default) that has occurred and, if applicable, describe such Default or Event of Default and the status thereof.

Legal Defeasance and Covenant Defeasance

The Company may, at its option and at any time, elect to have its obligations and the obligations of the Guarantors discharged with respect to the outstanding Notes ("Legal Defeasance"). Such Legal Defeasance means that the Company shall be deemed to have paid and discharged the entire Indebtedness represented by the outstanding Notes, except for:

(1) the rights of Holders to receive payments in respect of the principal of, premium, if any, interest and Additional Interest, if any, on the Notes when such payments are due;

(2) the Company's obligations with respect to the Notes concerning issuing temporary Notes, registration of Notes, mutilated, destroyed, lost or stolen Notes and the maintenance of an office or agency for payments;

(3) the rights, powers, trust, duties and immunities of the Trustee and the Company's obligations in connection therewith; and

(4) the Legal Defeasance provisions of the Indenture.

In addition, the Company may, at its option and at any time, elect to have the obligations of the Company released with respect to certain covenants that are described in the Indenture ("Covenant Defeasance") and thereafter any omission to comply with such obligations shall not constitute a Default or Event of Default with respect to the Notes. In the event Covenant Defeasance occurs, certain events (not including non-payment, bankruptcy, receivership, reorganization and insolvency events) described under "Events of Default" will no longer constitute an Event of Default with respect to the Notes.

In order to exercise either Legal Defeasance or Covenant Defeasance:

(1) the Company must irrevocably deposit with the Trustee, in trust, for the benefit of the Holders cash in U.S. dollars, non-callable U.S. government obligations, or a combination thereof, in such amounts and at such times as will be sufficient, in the opinion of a nationally recognized firm of independent public accountants, to pay the principal of, premium, if any, and interest, if any, on the Notes on the stated date for payment thereof or on the applicable redemption date, as the case may be;

(2) in the case of Legal Defeasance, the Company shall have delivered to the Trustee an Opinion of Counsel in the United States confirming that:

(a) the Company has received from, or there has been published by, the Internal Revenue Service a ruling; or

(b) since May 19, 2010, there has been a change in the applicable federal income tax law,

in either case to the effect that, and based thereon such Opinion of Counsel shall confirm that, the Holders will not recognize income, gain or loss for federal income tax purposes as a result of such Legal Defeasance and will be subject to federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Legal Defeasance had not occurred;

(3) in the case of Covenant Defeasance, the Company shall have delivered to the Trustee an Opinion of Counsel in the United States confirming that the Holders will not recognize income, gain or loss for federal income tax purposes as a result of such Covenant Defeasance and will be subject to federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Covenant Defeasance had not occurred;

(4) no Default or Event of Default shall have occurred and be continuing on the date of such deposit pursuant to clause (1) of this paragraph (except such Default or Event of Default resulting from the failure to comply with "—Certain Covenants—Limitation on Incurrence of Additional Indebtedness and Issuance of Preferred Stock" as a result of the borrowing of funds required to effect such deposit) or insofar as Defaults or Events of Default from bankruptcy or insolvency events are concerned, at any time in the period ending on the 91st day after the date of such deposit;

(5) such Legal Defeasance or Covenant Defeasance shall not result in a breach of, or constitute a default under the Indenture or any other material agreement or instrument to which the Company or any of its Subsidiaries is a party or by which the Company or any of its Subsidiaries is bound;

(6) the Company shall have delivered to the Trustee an Officers' Certificate stating that the deposit was not made by the Company with the intent of preferring the Holders over any other creditors of the Company or with the intent of defeating, hindering, delaying or defrauding any other creditors of the Company or others;

(7) the Company shall have delivered to the Trustee an Officers' Certificate and an Opinion of Counsel, each stating that all conditions precedent provided for or relating to the Legal Defeasance or the Covenant Defeasance have been complied with; and

(8) the Company shall have delivered to the Trustee an Opinion of Counsel (subject to customary qualifications and exclusions) to the effect that the trust resulting from the deposit does not constitute, or is qualified as, a regulated investment company under the Investment Company Act of 1940.

Satisfaction and Discharge

The Indenture (and all Liens on Collateral in connection with the issuance of the Notes) will be discharged and will cease to be of further effect (except as to surviving rights or registration of transfer or exchange of the Notes, as expressly provided for in the Indenture) as to all outstanding Notes when:

(1) either:

(a) all the Notes theretofore authenticated and delivered (except lost, stolen or destroyed Notes which have been replaced or paid and Notes for whose payment money has theretofore been deposited in trust or segregated and held in trust by the Company and thereafter repaid to the Company or discharged from such trust) have been delivered to the Trustee for cancellation; or

(b) all Notes not theretofore delivered to the Trustee for cancellation (i) have become due and payable, (ii) will become due and payable at their stated maturity within one year or (iii) are to be called for redemption within one year and the Company has irrevocably deposited or caused to be deposited with the Trustee funds in an amount sufficient to pay and discharge the entire Indebtedness on the Notes not theretofore delivered to the Trustee for cancellation, for principal of, premium, if any, and interest, if any, on the Notes to the date of such stated maturity or redemption, as the case may be, together with irrevocable instructions from the Company directing the Trustee to apply such funds to the payment thereof at maturity or redemption, as the case may be;

(2) the Company has paid all other sums payable under the Indenture and the Collateral Agreements by the Company; and

(3) the Company has delivered to the Trustee an Officers' Certificate and an Opinion of Counsel stating that all conditions precedent under the Indenture relating to the satisfaction and discharge of the Indenture have been complied with.

Modification of the Indenture

From time to time, the Company, the Guarantors, the Trustee and, if such amendment, modification or supplement relates to any Collateral Agreement, the Collateral Agent, without the consent of the Holders, may amend, modify or supplement the Indenture, the Notes, the Guarantees and the Collateral Agreements:

(1) to cure any ambiguity, defect or inconsistency contained therein;

(2) to provide for uncertificated Notes in addition to or in place of certificated Notes;

(3) to provide for the assumption of the Company's or a Guarantor's obligations to Holders in accordance with the covenant described under "—Certain Covenants—Merger, Consolidation and Sale of Assets;"

(4) to make any change that would provide any additional rights or benefits to the Holders or that does not adversely affect the legal rights of any such Holder under the Indenture, the Notes, the Guarantees or the Collateral Agreements;

(5) to comply with requirements of the SEC in order to effect or maintain the qualification of the Indenture under the Trust Indenture Act;

(6) to allow any Subsidiary or any other Person to guarantee the Notes;

(7) to release a Guarantor as permitted by the Indenture and the relevant Guarantee; or

(8) if necessary, in connection with any addition or release of Collateral permitted under the terms of the Indenture or Collateral Agreements,

so long as such amendment, modification or supplement does not adversely affect the rights of any of the Holders in any material respect. Other amendments of, modifications to and supplements to the Indenture, the Notes, the Guarantees, the Registration Rights Agreement and the Collateral Agreements may be made with the consent of the Holders of a majority in principal amount of the then outstanding Notes issued under the Indenture, except that,

(a) without the consent of each Holder affected thereby, no amendment may:

(1) reduce the amount of Notes whose Holders must consent to an amendment, supplement or waiver of any provision of the Indenture or the Notes;

(2) reduce the rate of or change or have the effect of changing the time for payment of interest (including defaulted interest but excluding Additional Interest) on any Notes;

(3) reduce the principal of or change or have the effect of changing the fixed maturity of any Notes, or change the date on which any Notes may be subject to redemption or reduce the redemption price therefor;

(4) make any Notes payable in money other than that stated in the Notes;

(5) make any change in provisions of the Indenture protecting the right of each Holder to receive payment of principal of, premium, if any, and interest, if any, on such Note on or after the due date thereof or to bring suit to enforce such payment, or permitting Holders of a majority in principal amount of Notes to waive Defaults or Events of Default;

(6) amend, change or modify in any material respect the obligation of the Company to make and consummate a Change of Control Offer after the occurrence of a Change of Control or make and consummate a Net Proceeds Offer with respect to any Asset Sale that has been consummated, or modify any of the provisions or definitions with respect thereto;

(7) subordinate the Notes in right of payment to any other Indebtedness of the Company or any Guarantor; or

(8) release any Guarantor from any of its obligations under its Guarantee or the Indenture otherwise than in accordance with the terms of the Indenture; or

(b) without the consent of the Holders of at least $66^{2}/_{3}\%$ in principal amount of the then outstanding Notes (including the Existing Notes and Additional Notes, if any) issued under the Indenture, release all or substantially all of the Collateral otherwise than in accordance with the terms of the Indenture and the Collateral Agreements.

Notwithstanding the foregoing, the Trustee and the Collateral Agent will not be required to enter into any amendment that affects the Trustee's or Collateral Agent's rights and obligations under the Indenture and Collateral Agreements.

Governing Law

The Indenture provides that it, the Notes and the Guarantees are governed by, and construed in accordance with, the laws of the State of New York but without giving effect to applicable principles of conflicts of law to the extent that the application of the law of another jurisdiction would be required thereby.

The Trustee

The Indenture provides that, except during the continuance of an Event of Default, the Trustee will perform only such duties as are specifically set forth in the Indenture. During the existence of an Event of Default, the Trustee will exercise such rights and powers vested in it by the Indenture, and use the same degree of care and skill in its exercise as a prudent person would exercise or use under the circumstances in the conduct of such person's own affairs.

The Indenture and the provisions of the Trust Indenture Act contain certain limitations on the rights of the Trustee, should it become a creditor of the Company, to obtain payments of claims in certain cases or to realize on certain property received in respect of any such claim as security or otherwise. Subject to the Trust Indenture Act, the Trustee will be permitted to engage in other transactions; *provided* that if the Trustee acquires any conflicting interest as described in the Trust Indenture Act, it must eliminate such conflict or resign.

Certain Definitions

Set forth below is a summary of certain of the defined terms used in the Indenture. Reference is made to the Indenture for the full definition of all such terms, as well as any other terms used herein for which no definition is provided.

"Acquired Indebtedness" means Indebtedness of a Person or any of its Subsidiaries existing at the time such Person becomes a Restricted Subsidiary of the Company or at the time it merges or consolidates with or into the Company or any of its Restricted Subsidiaries or in the case of any Indebtedness assumed in connection with the acquisition of assets from such Person and in each case not incurred by such Person in connection with, or in anticipation or contemplation of, such Person becoming a Restricted Subsidiary of the Company or such acquisition, merger or consolidation and which Indebtedness is without recourse to the Company or any of its Subsidiaries or to any of their respective properties or assets other than the Person or the assets to which such Indebtedness related prior to the time such Person became a Restricted Subsidiary of the Company or the time of such acquisition, merger or consolidation.

"Additional Notes" means all 10% Senior Secured Notes due 2017 that are not Exchange Notes issued after April 15, 2011 (other than pursuant to Sections 2.06. 2.07, 2.10 and 3.06 of the Indenture) from time to time in accordance with the Indenture, including, without limitation, the provisions of Section 2.02 of the Indenture.

"Additional Interest" has the meaning set forth in the Registration Rights Agreement.

"Administrative Agent" has the meaning set forth in the definition of the term "Credit Agreement."

"Affiliate" means, with respect to any specified Person, any other Person who directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with, such specified Person. The term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise. The terms "controlling" and "controlled" have meanings correlative to the foregoing.

"Applicable Premium" means, with respect to a Note at any Redemption Date, the greater of (i) 1.00% of the principal amount of such Note and (ii) the excess of (A) the present value at such Redemption Date of (1) the redemption price of such Note on June 1, 2014 (such redemption price being that described in the first paragraph of "—Redemption—Optional Redemption on or after June 1, 2014") *plus* (2) all required remaining scheduled interest payments due on such Notes through June 1, 2014, computed using a discount rate equal to the Treasury Rate *plus* 50 basis points over (B) the principal amount of such Note on such Redemption Date. Calculation of the Applicable Premium will be made by the Company or on behalf of the Company by such Person as the Company shall designate.

"Asset Acquisition" means:

(1) an Investment by the Company or any Restricted Subsidiary of the Company in any other Person pursuant to which such Person shall become a Restricted Subsidiary of the Company or any Restricted Subsidiary of the Company, or shall be merged with or into the Company or any Restricted Subsidiary of the Company, or

(2) the acquisition by the Company or any Restricted Subsidiary of the Company of the assets of any Person (other than a Restricted Subsidiary of the Company) which constitute all or substantially all of the assets of such Person or comprise any division or line of business of such Person or any other properties or assets of such Person other than in the ordinary course of business.

"Asset Sale" means any direct or indirect sale, issuance, conveyance, transfer, lease (other than operating leases entered into in the ordinary course of business), assignment or other transfer (other than a Lien in accordance with the Indenture) for value by (x) the Company or any of its Restricted Subsidiaries to any Person other than the Company or a Guarantor or (y) a Foreign Restricted Subsidiary to any Person other than the Company or a Wholly Owned Subsidiary of the Company of:

(1) any Capital Stock of any Restricted Subsidiary of the Company; or

(2) any other property or assets of the Company or any Restricted Subsidiary of the Company other than in the ordinary course of business;

provided, *however*, that Asset Sales shall not include:

(a) a transaction or series of related transactions for which the Company or its Restricted Subsidiaries receive aggregate consideration of less than $1.0 million;

(b) the sale, lease, conveyance, disposition or other transfer of all or substantially all of the assets of the Company as permitted under "—Certain Covenants—Merger, Consolidation and Sale of Assets;"

(c) any Restricted Payment permitted under "—Certain Covenants—Limitation on Restricted Payments" or a Permitted Investment;

(d) the sale of Cash Equivalents;

(e) the sale or other disposition of used, worn out, obsolete or surplus equipment or damaged equipment the repair of which in the good faith determination of the Company is non-economical; and

(f) to the extent allowable under Section 1031 of the Internal Revenue Code of 1986, as amended (or comparable or successor provision), any exchange of like property for use in any Permitted Business.

"Attributable Debt" in respect of a sale and leaseback transaction occurring on or after the date of the Indenture means, at the time of determination, the present value (discounted at the rate of interest

implicit in such transaction, determined in accordance with GAAP) of the obligation of the lessee for net rental payments during the remaining term of the lease included in such sale and leaseback transaction (including any period for which such lease has been extended); *provided*, *however*, if such sale and leaseback transaction results in a Capitalized Lease Obligation, the amount of Indebtedness represented thereby will be determined in accordance with the definition of Capitalized Lease Obligation.

"Bankruptcy Code" means the Bankruptcy Reform Act of 1978, as amended, and codified as 11 U.S.C. §§101 *et seq*.

"Beneficial Owner" has the meaning assigned to such term in Rule 13d-3 and Rule 13d-5 under the Exchange Act, except that in calculating the beneficial ownership of any particular "person" (as that term is used in Section 13(d)(3) of the Exchange Act), such "person" will be deemed to have beneficial ownership of all securities that such "person" has the right to acquire by conversion or exercise of other securities, whether such right is currently exercisable or is exercisable only upon the occurrence of a subsequent condition. The terms "Beneficially Owns" and "Beneficially Owned" have meanings correlative to the foregoing.

"Board of Directors" means, as to any Person, the board of directors or similar governing body of such Person or any duly authorized committee thereof.

"Board Resolution" means, with respect to any Person, a copy of a resolution certified by the Secretary or an Assistant Secretary of such Person to have been duly adopted by the Board of Directors of such Person and to be in full force and effect on the date of such certification, and delivered to the Trustee.

"Capital Stock" means:

(1) with respect to any Person that is a corporation, any and all shares, interests, participations or other equivalents (however designated and whether or not voting) of corporate stock, including each class of Common Stock and Preferred Stock of such Person;

(2) with respect to any Person that is not a corporation, any and all partnership, membership or other equity interests of such Person; and

(3) any warrants, rights or options to purchase any of the instruments or interests referred to in clause (1) or (2) above.

"Capitalized Lease Obligation" means, at the time any determination is to be made, the amount of the liability in respect of a capital lease that would at that time be required to be capitalized on a balance sheet prepared in accordance with GAAP, and the stated maturity thereof shall be the date of the last payment of rent or any other amount due under such lease prior to the first date upon which such lease may be prepaid by the lessee without payment of a penalty.

"Cash Equivalents" means:

(1) marketable direct obligations issued by, or unconditionally guaranteed by, the United States Government or issued by any agency thereof and backed by the full faith and credit of the United States, in each case maturing within one year from the date of acquisition thereof;

(2) marketable direct obligations issued by any state of the United States of America or any political subdivision of any such state or any public instrumentality thereof maturing within one year from the date of acquisition thereof and, at the time of acquisition, having one of the two highest ratings obtainable from either Standard & Poor's Ratings Group ("S&P") or Moody's Investors Service, Inc. ("Moody's");

(3) commercial paper maturing no more than one year from the date of creation thereof and, at the time of acquisition, having a rating of at least A-1 from S&P or at least P-1 from Moody's;

(4) certificates of deposit or bankers' acceptances maturing within one year from the date of acquisition thereof issued by any bank organized under the laws of the United States of America or any state thereof or the District of Columbia or any U.S. branch of a foreign bank having at the date of acquisition thereof combined net capital and surplus of not less than $250.0 million;

(5) repurchase obligations with a term of not more than seven days for underlying securities of the types described in clause (1) above entered into with any bank meeting the qualifications specified in clause (4) above; and

(6) investments in money market funds which invest exclusively in assets satisfying the requirements of clauses (1) through (5) above.

"Cash Management Obligations" means, with respect to any Person, all obligations (including fees, expenses and overdrafts and related liabilities) of such Person to any other Person that arise from credit cards, stored value cards, credit card processing services, debit cards, purchase cards (including so called "procurement cards" or "P-cards"), treasury, depositary or cash management services, including in connection with any automated clearing house transfers of funds, or any similar transactions.

"Change of Control" means the occurrence of one or more of the following events:

(1) any direct or indirect sale, lease, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one transaction or a series of related transactions, of all or substantially all of the assets of the Company to any Person or group of related Persons for purposes of Section 13(d) of the Exchange Act (a "Group");

(2) the approval by the holders of Capital Stock of the Company of any plan or proposal for the liquidation, winding up or dissolution of the Company;

(3) any Person or Group is or becomes the Beneficial Owner, directly or indirectly, in the aggregate of more than 35% of the total voting power of the Voting Stock of the Company; or

(4) individuals who on May 19, 2010 constituted the Board of Directors (together with any new directors whose election by such Board of Directors or whose nomination for election by the stockholders of the Company was approved pursuant to a vote of a majority of the directors then still in office who were either directors on May 19, 2010 or whose election or nomination for election was previously so approved) cease for any reason to constitute a majority of the Board of Directors then in office.

"Collateral" means all of the assets of the Company or any Guarantor, whether now owned or hereafter existing and whether real, personal or mixed, which secures the Indenture Obligations.

"Collateral Agent" means the collateral agent and any successor under the Indenture.

"Collateral Agreements" means, collectively, the Intercreditor Agreement, the Security Agreement and each Mortgage, in each case, as the same may be in force from time to time.

"Commodity Agreement" means any hedging agreement or other similar agreement or arrangement designed to protect the Company or any Restricted Subsidiary of the Company against fluctuations in commodity prices.

"Common Collateral" means all of the assets of the Company or any Guarantor, whether now owned or hereafter existing and whether real, personal or mixed, with respect to which a Lien is granted or held as security for both the Credit Facility Claims and the Indenture Obligations.

"Common Stock" of any Person means any and all shares, interests or other participations in, and other equivalents (however designated and whether voting or non-voting) of such Person's common stock, whether outstanding on May 19, 2010 or issued thereafter, and includes, without limitation, all series and classes of such common stock.

"Consolidated EBITDA" means, with respect to any Person, for any period, the excess of:

(x) the sum (without duplication) of:

(1) Consolidated Net Income; and

(2) to the extent Consolidated Net Income has been reduced thereby:

(a) all income taxes of such Person and its Restricted Subsidiaries paid or accrued in accordance with GAAP for such period;

(b) Consolidated Interest Expense, and interest attributable to write-offs of deferred financing costs;

(c) Consolidated Non-cash Charges less any non-cash items increasing Consolidated Net Income for such period; and

(d) all consolidated non-recurring losses for such period; over

(y) to the extent Consolidated Net Income has been increased thereby, all consolidated non-recurring gains for such period,

all as determined on a consolidated basis for such Person and its Restricted Subsidiaries in accordance with GAAP.

"Consolidated Fixed Charge Coverage Ratio" means, with respect to any Person, the ratio of Consolidated EBITDA of such Person during the four consecutive full fiscal quarters (the "Four Quarter Period") most recently ending on or prior to the date of the transaction or event giving rise to the need to calculate the Consolidated Fixed Charge Coverage Ratio for which financial statements are available (the "Transaction Date") to Consolidated Fixed Charges of such Person for the Four Quarter Period.

In addition to and without limitation of the foregoing, for purposes of this definition, "Consolidated EBITDA" and "Consolidated Fixed Charges" shall be calculated after giving effect on a pro forma basis for the period of such calculation to:

(1) the incurrence or repayment of any Indebtedness of such Person or any of its Restricted Subsidiaries (and the application of the proceeds thereof) giving rise to the need to make such calculation and any incurrence or repayment of other Indebtedness (and the application of the proceeds thereof) occurring during the Four Quarter Period or at any time subsequent to the last day of the Four Quarter Period and on or prior to the Transaction Date, as if such incurrence or repayment, as the case may be (and the application of the proceeds thereof), occurred on the first day of the Four Quarter Period;

(2) regardless of whether any revolving credit facility was actually fully drawn during such period, the Consolidated Fixed Charges relating to such revolving credit facility shall be calculated as if loans had been outstanding thereunder in an aggregate principal amount equal to the revolving commitments thereunder, as increased (if applicable), for such entire period

(regardless of any limitation imposed thereunder in the making of any such loans, including as a result of any "borrowing base" limitation); and

(3) any Asset Sale or other disposition or Asset Acquisition (including, without limitation, any Asset Acquisition giving rise to the need to make such calculation as a result of such Person or one of its Restricted Subsidiaries (including any Person who becomes a Restricted Subsidiary as a result of any such Asset Acquisition) incurring, assuming or otherwise being liable for Acquired Indebtedness during the Four Quarter Period or at any time subsequent to the last day of the Four Quarter Period and on or prior to the Transaction Date), as if such Asset Sale or other disposition or Asset Acquisition (including the incurrence, assumption or liability for any such Indebtedness or Acquired Indebtedness and also including any Consolidated EBITDA associated with such Asset Acquisition) occurred on the first day of the Four Quarter Period; *provided* that the Consolidated EBITDA of any Person acquired shall be included only to the extent includible pursuant to the definition of "Consolidated Net Income." If such Person or any of its Restricted Subsidiaries directly or indirectly guarantees Indebtedness of a third Person, the preceding sentence shall give effect to the incurrence of such guaranteed Indebtedness as if such Person or any Restricted Subsidiary of such Person had directly incurred or otherwise assumed such guaranteed Indebtedness.

Furthermore, in calculating "Consolidated Fixed Charges" for purposes of determining the denominator (but not the numerator) of this "Consolidated Fixed Charge Coverage Ratio":

(1) interest on outstanding Indebtedness determined on a fluctuating basis as of the Transaction Date (including Indebtedness actually incurred on the Transaction Date) and which will continue to be so determined thereafter shall be deemed to have accrued at the average rate per annum on such Indebtedness during the period of four fiscal quarters (or if less, such period of time that it was outstanding and) ending on or most recently ended prior to the Transaction Date; *provided* that interest on any Indebtedness actually incurred on the Transaction Date or not outstanding on the last date of such four fiscal quarter period, shall be deemed to have accrued at a fixed rate per annum equal to the rate of interest on such Indebtedness in effect on the Transaction Date; and

(2) notwithstanding clause (1) above, interest on Indebtedness determined on a fluctuating basis, to the extent such interest is covered by agreements relating to Interest Swap Obligations, shall be deemed to accrue at the rate per annum resulting after giving effect to the operation of such agreements.

"Consolidated Fixed Charges" means, with respect to any Person for any period, the sum, without duplication, of:

(1) Consolidated Interest Expense (excluding amortization or write-off of deferred financing costs); *plus*

(2) the product of (x) the amount of all dividend payments on any Disqualified Capital Stock of such Person and any series of Preferred Stock of such Person (other than dividends paid in Qualified Capital Stock) paid, accrued or scheduled to be paid or accrued during such period times (y) a fraction, the numerator of which is one and the denominator of which is one minus the then current effective consolidated federal, state and local tax rate of such Person, expressed as a decimal.

"Consolidated Interest Expense" means, with respect to any Person for any period, the aggregate of the interest expense of such Person and its Restricted Subsidiaries for such period, on a consolidated basis, as determined in accordance with GAAP, and including, without duplication, (a) all amortization or accretion of original issue discount; (b) the interest component of Capitalized Lease Obligations paid, accrued and/or scheduled to be paid or accrued by such Person and its Restricted Subsidiaries

during such period; and (c) net cash costs under all Interest Swap Obligations (including amortization of fees).

"Consolidated Net Income" means, with respect to any Person, for any period, the aggregate net income (or loss) of such Person and its Restricted Subsidiaries for such period on a consolidated basis, determined in accordance with GAAP; *provided*, *however*, that there shall be excluded therefrom:

(1) after-tax gains and losses from Asset Sales or abandonments or reserves relating thereto;

(2) after-tax items classified as extraordinary gains or losses;

(3) the net income (but not loss) of any Restricted Subsidiary of the referent Person to the extent that the declaration of dividends or similar distributions by that Restricted Subsidiary of that income is restricted by a contract, operation of law or otherwise;

(4) the net income of any Person, other than the referent Person or a Restricted Subsidiary of the referent Person, except to the extent of cash dividends or distributions paid to the referent Person or to a Wholly Owned Subsidiary of the referent Person by such Person;

(5) any restoration to income of any material contingency reserve, except to the extent that provision for such reserve was made out of Consolidated Net Income accrued at any time following May 19, 2010;

(6) income or loss attributable to discontinued operations (including, without limitation, operations disposed of during such period whether or not such operations were classified as discontinued);

(7) all gains and losses realized on or because of the purchase or other acquisition by such Person or any of its Restricted Subsidiaries of any securities of such Person or any of its Restricted Subsidiaries;

(8) the cumulative effect of a change in accounting principles;

(9) interest expense attributable to dividends on Qualified Capital Stock pursuant to Statement of Financial Accounting Standards No. 150, "Accounting for Certain Financial Instruments with Characteristics of both Liabilities and Equity;"

(10) non-cash charges resulting from the impairment of intangible assets; and

(11) in the case of a successor to the referent Person by consolidation or merger or as a transferee of the referent Person's assets, any earnings of the successor corporation prior to such consolidation, merger or transfer of assets.

"Consolidated Non-cash Charges" means, with respect to any Person, for any period, the aggregate depreciation, amortization and other non-cash items and expenses of such Person and its Restricted Subsidiaries to the extent they reduce Consolidated Net Income of such Person and its Restricted Subsidiaries for such period, determined on a consolidated basis in accordance with GAAP (excluding any such charges constituting an extraordinary item or loss or any such charge which requires an accrual of or a reserve for cash charges for any future period).

"Credit Agreement" means the Credit and Security Agreement, dated as of May 19, 2010, as amended and restated as of July 27, 2011, by and among the Company, the lenders party thereto (together with their successors and assigns, the "Lenders") and KeyBank National Association, as administrative agent (in such capacity, together with its successors and assigns, the "Administrative Agent"), setting forth the terms and conditions of the senior credit facility, together with the related documents thereto (including, without limitation, any guarantee agreements and security documents), in each case as such agreements may be amended, restated, supplemented or otherwise modified from time to time, including pursuant to one or more agreements evidencing revolving credit facilities,

commercial paper facilities, term loan facilities, receivables financings and/or notes or bond financings, in each case, as amended, restated, modified, renewed, refunded, replaced (whether upon or after termination or otherwise) or refinanced in whole or in part from time to time that extend the maturity of, refinance, replace or otherwise restructure (including increasing the amount of available borrowings thereunder (*provided* that such increase in borrowings is permitted to be incurred pursuant to (a) clause (2) of the definition of the term "Permitted Indebtedness" and/or (b) (i) the Consolidated Fixed Charge Coverage Ratio test under "—Certain Covenants—Limitation on Incurrence of Additional Indebtedness and Issuance of Preferred Stock" and/or (ii) clause (15) of the definition of the term "Permitted Indebtedness" that, in the case of each of such clauses (i) and (ii), is secured by a Permitted Lien described in clause (22) of the definition thereof that is subject to the Intercreditor Agreement) or adding Subsidiaries of the Company as additional borrowers or guarantors thereunder) all or any portion of the Indebtedness under such agreement or any successor or replacement agreement and whether by the same or any other agent, lender or group of lenders.

"Credit Facility Cash Management Obligations" means any Cash Management Obligations secured by any collateral under the Credit Facility Collateral Documents pursuant to a Permitted Lien described in clause (23) of the definition thereof.

"Credit Facility Claims" means (a) Indebtedness under the Credit Agreement (including Protective Advance Obligations); (b) the Credit Facility Cash Management Obligations and the Credit Facility Hedging Obligations, and (c) all other Obligations of the Company and the Guarantors under the documents relating to Indebtedness described in clauses (a) and (b) above; *provided*, that notwithstanding the foregoing, the aggregate principal amount of all such Indebtedness (excluding Credit Facility Hedging Obligations and Credit Facility Cash Management Obligations but including the principal amount of all Protective Advance Obligations) that exceeds the Maximum Credit Facility Principal Amount on the date such Indebtedness is incurred or, with respect to any such Indebtedness incurred under a revolving facility, on the date the commitment under such revolving facility is initially put in place (and any interest thereon) shall not constitute Credit Facility Claims (all such excess principal and interest thereon are referred to herein as "Excess Credit Facility Claims").

"Credit Facility Claim Holder" means each holder of a Credit Facility Claim under the Credit Facility Documents.

"Credit Facility Collateral Documents" has the meaning ascribed thereto in the Intercreditor Agreement.

"Credit Facility Documents" means the Credit Agreement, any other agreement, document or instrument pursuant to which a Lien is granted securing any Credit Facility Claims or under which rights or remedies with respect to such Liens are governed, and each of the other agreements, documents and instruments (including each agreement, document or instrument providing for or evidencing a Credit Facility Hedging Obligation or Credit Facility Cash Management Obligation) providing for or evidencing any Obligation under the Credit Agreement or any other Credit Facility Claim, and any other related document or instrument executed or delivered pursuant to any Credit Facility Document at any time or otherwise evidencing any Credit Facility Claims.

"Credit Facility Hedging Obligations" means, collectively, any Interest Swap Obligations that are permitted to be incurred under clause (4) of the definition of the term "Permitted Indebtedness," Indebtedness under Currency Agreements that are permitted to be incurred under clause (5) of the definition of the term "Permitted Indebtedness" and Indebtedness under Commodity Agreements that are permitted to be incurred under clause (14) of the definition of the term "Permitted Indebtedness," in each case, that are secured by any Credit Facility Priority Collateral under the Credit Facility Collateral Documents pursuant to Liens subject to the Intercreditor Agreement.

"Currency Agreement" means any foreign exchange contract, currency swap agreement or other similar agreement or arrangement designed to protect the Company or any Restricted Subsidiary of the Company against fluctuations in currency values.

"Default" means an event or condition the occurrence of which is, or with the lapse of time or the giving of notice or both would be, an Event of Default.

"Discharge of Credit Facility Claims" means the payment in full in cash of (a) the principal of and interest (including interest accruing on or after the commencement of an insolvency or liquidation proceeding, whether or not such interest would be allowed in such proceeding) and premium, if any, on all Indebtedness (including, without limitation, Credit Facility Hedging Obligations and Credit Facility Cash Management Obligations) outstanding under the Credit Agreement and related documents or, with respect to letters of credit outstanding thereunder, delivery of cash collateral (in an amount of no less than 105% of the undrawn, or drawn and unreimbursed, amount thereof) or backstop letters of credit in respect thereof in compliance with the Credit Facility and related documents, in each case after or concurrently with termination of all commitments to extend credit thereunder, and (b) any other Credit Facility Claims that are due and payable or otherwise accrued and owing at or prior to the time such principal and interest are paid.

"Discharge of Indenture Obligations" means the earliest to occur of: (A) the payment in full in cash of (a) the principal of and interest (including interest accruing on or after the commencement of an insolvency or liquidation proceeding, whether or not such interest would be allowed in such proceeding) and premium, if any, on all Indebtedness outstanding under the Indenture Documents, and (b) any other Indenture Obligations that are due and payable or otherwise accrued and owing at or prior to the time such principal and interest are paid; (B) the Company's exercise of its legal defeasance option or covenant defeasance option as described in and in accordance with Section 8.01 ("Legal Defeasance and Covenant Defeasance") of the Indenture; and (C) the satisfaction and discharge of the Indenture in accordance with Section 8.02 ("Satisfaction and Discharge") thereto.

"Discontinued Subsidiaries" means Restricted Subsidiaries of the Company that have been classified as "discontinued operations" in Note 6 to the Company's unaudited condensed consolidated statements of cash flows for the quarter ended March 28, 2010.

"Disqualified Capital Stock" means that portion of any Capital Stock which, by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable at the option of the holder thereof), or upon the happening of any event (other than an event that would constitute a Change of Control), matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, or is redeemable at the sole option of the holder thereof (except in each case, upon the occurrence of a Change of Control) on or prior to the first anniversary of the final maturity date of the Notes for cash or is convertible into or exchangeable for debt securities of the Company or its Subsidiaries at any time prior to such anniversary.

"Domestic Restricted Subsidiary" means, with respect to any Person, a Domestic Subsidiary of such Person that is a Restricted Subsidiary of such Person.

"Domestic Subsidiary" means, with respect to any Person, a Subsidiary of such Person that is not a Foreign Subsidiary of such Person.

"Equity Offering" means an underwritten public offering of Common Stock of the Company or any holding company of the Company pursuant to a registration statement filed with the SEC (other than on Form S-8) or any private placement of Common Stock of the Company or any holding company of the Company to any Person other than issuances upon exercise of options by employees of any holding company, the Company or any of the Restricted Subsidiaries.

"Excess Indenture Obligations" means any principal amounts outstanding on the Notes (which includes the Existing Notes and Additional Notes, if any) in excess of the Maximum Note Principal Amount and interest thereon.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, or any successor statute or statutes thereto.

"Exchange Offer" means an exchange offer that may be made by the Company, pursuant to the Registration Rights Agreement, to exchange for any and all the Existing Notes or Additional Notes, as applicable, a like aggregate principal amount of Notes having substantially identical terms to the Existing Notes or any Additional Notes, registered under the Securities Act.

"Existing Guarantee" means a guarantee made under the indenture in respect of the Existing Notes.

"Existing Notes" means the 10% Senior Secured Notes due 2017 that were previously issued by the Company under the Indenture on May 19, 2010, in the aggregate principal amount of $225.0 million and the 10% Senior Secured Notes due 2017 that were previously issued by the Company under the Indenture on April 15, 2011, in the aggregate principal amount of $285.0 million.

"Fair Market Value" means, with respect to any asset or property, the price which could be negotiated in an arm's length, free market transaction, for cash, between a willing seller and a willing and able buyer, neither of whom is under undue pressure or compulsion to complete the transaction. Fair Market Value shall be determined by the Board of Directors of the Company acting in good faith and shall be evidenced by a Board Resolution of the Board of Directors of the Company delivered to the Trustee; *provided*, that with respect to any price less than $5.0 million only the good faith determination by the Company's senior management shall be required.

"Foreign Restricted Subsidiary" means any Restricted Subsidiary that is organized under the laws of any jurisdiction other than the United States of America, any state thereof or the District of Columbia.

"Foreign Subsidiary" means, with respect to any Person, any Subsidiary of such Person that is organized under the laws of any jurisdiction other than the United States of America, any state thereof or the District of Columbia.

"GAAP" means accounting principles generally accepted in the United States set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or in such other statements by such other entity as may be approved by a significant segment of the accounting profession of the United States, which are in effect as of May 19, 2010.

"Guarantor" means (1) each of the Company's Domestic Restricted Subsidiaries existing on May 19, 2010, and (2) each of the Company's Domestic Restricted Subsidiaries that in the future executes a supplemental indenture in which such Domestic Restricted Subsidiary agrees to be bound by the terms of this Indenture as a Guarantor; *provided* that any Person constituting a Guarantor as described above shall cease to constitute a Guarantor when its respective Guarantee is released in accordance with the terms of this Indenture.

"Herley" means Herley Industries, Inc.

"Herley Acquisition" means the acquisition by the Company through one or more of its Subsidiaries of all of the issued and outstanding capital stock of Herley.

"Holder" means the Person in whose name a Note is registered on the registrar's books.

"Indebtedness" means with respect to any Person, without duplication:

(1) all Obligations of such Person for borrowed money;

(2) all Obligations of such Person evidenced by bonds, debentures, notes or other similar instruments;

(3) all Capitalized Lease Obligations of such Person;

(4) all Obligations of such Person issued or assumed as the deferred purchase price of property, all conditional sale obligations and all Obligations under any title retention agreement (but excluding trade accounts payable and other accrued liabilities arising in the ordinary course of business that are not overdue by 90 days or more or are being contested in good faith by appropriate proceedings promptly instituted and diligently conducted and any deferred purchase price represented by earn outs consistent with the Company's past practice);

(5) all Obligations for the reimbursement of any obligor on any letter of credit, banker's acceptance or similar credit transaction, whether or not then due;

(6) guarantees and other contingent obligations in respect of Indebtedness referred to in clauses (1) through (5) above and clause (8) below;

(7) all Obligations of any other Person of the type referred to in clauses (1) through (6) which are secured by any Lien on any property or asset of such Person, the amount of any such Obligation being deemed to be the lesser of the Fair Market Value of the property or asset securing such Obligation or the amount of such Obligation;

(8) all Interest Swap Obligations and all Obligations under Currency Agreements of such Person; and

(9) all Disqualified Capital Stock issued by such Person with the amount of Indebtedness represented by such Disqualified Capital Stock being equal to the greater of its voluntary or involuntary liquidation preference and its maximum fixed repurchase price, but excluding accrued dividends, if any.

For purposes hereof, the "maximum fixed repurchase price" of any Disqualified Capital Stock which does not have a fixed repurchase price shall be calculated in accordance with the terms of such Disqualified Capital Stock as if such Disqualified Capital Stock were purchased on any date on which Indebtedness shall be required to be determined pursuant to the Indenture, and if such price is based upon, or measured by, the Fair Market Value of such Disqualified Capital Stock, such Fair Market Value shall be determined reasonably and in good faith by the Board of Directors of the issuer of such Disqualified Capital Stock.

"Indenture Documents" means the Notes, the Indenture, the Guarantees and the Collateral Agreements.

"Indenture Obligations" means all Obligations in respect of the Notes or arising under the Indenture Documents. Indenture Obligations shall include all interest accrued (or which would, absent the commencement of an insolvency or liquidation proceeding, accrue) after the commencement of an insolvency or liquidation proceeding in accordance with and at the rate specified in the relevant Indenture Document whether or not the claim for such interest is allowed as a claim in such insolvency or liquidation proceeding.

"Independent Financial Advisor" means a nationally-recognized accounting, appraisal or investment banking firm: (1) that does not, and whose directors, officers and employees or Affiliates do not, have a direct or indirect financial interest in the Company; and (2) that, in the judgment of the

Board of Directors of the Company, is otherwise independent and qualified to perform the task for which it is to be engaged.

"Intercreditor Agreement" means the Intercreditor Agreement among the Administrative Agent, the Collateral Agent, the Company and the Guarantors, dated as of May 19, 2010, as the same may be amended, supplemented or modified from time to time.

"Interest Swap Obligations" means the obligations of any Person pursuant to any arrangement with any other Person, whereby, directly or indirectly, such Person is entitled to receive from time to time periodic payments calculated by applying either a floating or a fixed rate of interest on a stated notional amount in exchange for periodic payments made by such other Person calculated by applying a fixed or a floating rate of interest on the same notional amount and shall include, without limitation, interest rate swaps, caps, floors, collars and similar agreements.

"Investment" in any Person means any direct or indirect advance, loan (other than advances or extensions of trade credit to customers in the ordinary course of business that are recorded as accounts receivable on the balance sheet of the lender) or other extensions of credit (including by way of guarantee or similar arrangement) or capital contribution to (by means of any transfer of cash or other property to others or any payment for property or services for the account or use of others), or any purchase or acquisition for value of Capital Stock, Indebtedness or other similar instruments issued by such Person. If the Company or any Restricted Subsidiary issues, sells or otherwise disposes of any Capital Stock of a Person that is a Restricted Subsidiary such that, after giving effect thereto, such Person is no longer a Restricted Subsidiary, any Investment by the Company or any Restricted Subsidiary in such Person remaining after giving effect thereto will be deemed to be a new Investment at such time. The acquisition by the Company or any Restricted Subsidiary of a Person that holds an Investment in a third Person will be deemed to be an Investment by the Company or such Restricted Subsidiary in such third Person at such time. Except as otherwise provided for herein, the amount of an Investment shall be its fair market value at the time the Investment is made and without giving effect to subsequent changes in value.

For purposes of the definition of "Unrestricted Subsidiary", the definition of "Restricted Payment" and the covenant described under "—Certain Covenants —Limitation on Restricted Payments:"

(1) "Investment" shall include the portion (proportionate to the Company's equity interest in such Subsidiary) of the fair market value of the net assets of any Subsidiary of the Company at the time that such Subsidiary is designated an Unrestricted Subsidiary; *provided*, *however*, that upon a redesignation of such Subsidiary as a Restricted Subsidiary, the Company shall be deemed to continue to have a permanent "Investment" in an Unrestricted Subsidiary equal to an amount (if positive) equal to (A) the Company's "Investment" in such Subsidiary at the time of such redesignation less (B) the portion (proportionate to the Company's equity interest in such Subsidiary) of the fair market value of the net assets of such Subsidiary at the time of such redesignation; and

(2) any property transferred to or from an Unrestricted Subsidiary shall be valued at its fair market value at the time of such transfer, in each case as determined in good faith by the Board of Directors of the Company.

"Lenders" has the meaning set forth in the definition of the term "Credit Agreement."

"Lien" means any lien, mortgage, deed of trust, pledge, security interest, charge or encumbrance of any kind (including any conditional sale or other title retention agreement, any lease in the nature thereof and any agreement to give any security interest).

"Maximum Credit Facility Principal Amount" means the sum of (i) the maximum aggregate principal amount of Indebtedness that is permitted to be incurred by the Company and its Subsidiaries pursuant to clause (2) of the definition of the term "Permitted Indebtedness"; plus (ii) the maximum aggregate principal amount of Indebtedness that is permitted to be incurred by the Company and its Subsidiaries pursuant to clause (15) of the definition of the term "Permitted Indebtedness"; plus (iii) the maximum aggregate principal amount of Indebtedness that is permitted to be incurred by the Company and its Subsidiaries pursuant to the Consolidated Fixed Charge Coverage Ratio test set forth under "—Certain Covenants—Limitation on Incurrence of Additional Indebtedness and Issuance of Preferred Stock;" provided that, in the case of each of clauses (ii) and (iii), such Indebtedness is permitted to be secured by a Lien permitted pursuant to clause (22) of the definition of the term "Permitted Lien".

"Maximum Note Principal Amount" means the sum of (i) the maximum aggregate principal amount of Indebtedness that is permitted to be incurred by the Company and the Guarantors pursuant to clause (1) of the definition of the term "Permitted Indebtedness"; plus (ii) the maximum aggregate principal amount of Indebtedness that is permitted to be incurred by the Company and the Guarantors pursuant to clause (15) of the definition of the term "Permitted Indebtedness"; plus (iii) the maximum aggregate principal amount of Indebtedness that is permitted to be incurred by the Company and the Guarantors pursuant to the Consolidated Fixed Charge Coverage Ratio test set forth under "—Certain Covenants—Limitation on Incurrence of Additional Indebtedness and Issuance of Preferred Stock;" provided that, in the case of each of clauses (ii) and (iii), such Indebtedness is permitted to be secured by a Lien permitted pursuant to clause (22) of the definition of the term "Permitted Lien".

"Mortgages" means the mortgages, deeds of trust, deeds to secure Indebtedness or other similar documents securing Liens on the Premises as well as the other Collateral secured by and described in the mortgages, deeds of trust, deeds to secure Indebtedness or other similar documents.

"Net Cash Proceeds" means, with respect to any Asset Sale, the proceeds in the form of cash or Cash Equivalents including payments in respect of deferred payment obligations when received in the form of cash or Cash Equivalents (other than the portion of any such deferred payment constituting interest) received by the Company or any of its Restricted Subsidiaries from such Asset Sale net of:

(1) reasonable out-of-pocket costs, commissions, expenses and fees incurred by the Company or such Restricted Subsidiary, as the case may be, in connection with such Asset Sale (including, without limitation, legal, accounting and investment banking fees and sales commissions);

(2) all taxes and other costs and expenses actually paid or estimated in good faith by the Company or such Restricted Subsidiary, as the case may be, to be payable in cash in connection with such Asset Sale;

(3) repayment of Indebtedness that is secured by the property or assets that are the subject of such Asset Sale and is required to be repaid in connection with such Asset Sale; and

(4) appropriate amounts to be provided by the Company or such Restricted Subsidiary, as the case may be, as a reserve, in accordance with GAAP, against any liabilities associated with such Asset Sale and retained by the Company or any Restricted Subsidiary, as the case may be, after such Asset Sale, including, without limitation, pension and other post-employment benefit liabilities, liabilities related to environmental matters and liabilities under any indemnification obligations associated with such Asset Sale.

provided, *however*, that if, after the payment of all taxes with respect to such Asset Sale, the amount of estimated taxes, if any, pursuant to clause (2) above exceeded the tax amount actually paid in cash in respect of such Asset Sale, the aggregate amount of such excess shall, at such time, constitute Net Cash Proceeds.

"Obligations" means all obligations for principal, premium, interest, penalties, fees, indemnifications, reimbursements, damages and other liabilities payable under the documentation governing any Indebtedness.

"Officer" means the Chief Executive Officer, the President, the Chief Financial Officer or any Vice President of the Company.

"Officers' Certificate" means a certificate signed by two Officers of the Company, at least one of whom shall be the principal financial officer of the Company, and delivered to the Trustee.

"Opinion of Counsel" means a written opinion of counsel who shall be reasonably acceptable to the Trustee.

"Permitted Business" means any business that is the same as or similar, reasonably related, complementary or incidental to the business in which the Company and its Restricted Subsidiaries are engaged on May 19, 2010.

"Permitted Indebtedness" means, without duplication, each of the following:

(1) Indebtedness under the Existing Notes previously issued by the Company on May 19, 2010 pursuant to the Indenture or in the Exchange Offer (as defined therein) in an aggregate outstanding principal amount not to exceed $225.0 million and the related Guarantees;

(2) Indebtedness incurred pursuant to the Credit Agreement in an aggregate principal amount at any time outstanding not to exceed the excess of (a) $25.0 million over (b) the aggregate amount of all Net Cash Proceeds of Asset Sales applied to permanently repay the principal amount of any such Indebtedness pursuant to clause (3)(a) of "—Certain Covenants—Limitation on Asset Sales;"

(3) other Indebtedness of the Company and its Restricted Subsidiaries outstanding on May 19, 2010;

(4) Interest Swap Obligations of the Company or any Restricted Subsidiary of the Company covering Indebtedness of the Company or such Restricted Subsidiary; *provided*, *however*, that such Interest Swap Obligations are entered into for the purpose of fixing or hedging interest rates with respect to any fixed or variable rate Indebtedness that is permitted by the Indenture to be outstanding to the extent that the notional amount of any such Interest Swap Obligation does not exceed the principal amount of Indebtedness to which such Interest Swap Obligation relates;

(5) Indebtedness under Currency Agreements; *provided* that in the case of Currency Agreements which relate to Indebtedness of the Company or any Restricted Subsidiary of the Company, such Currency Agreements do not increase the Indebtedness of the Company or such Restricted Subsidiary outstanding other than as a result of fluctuations in foreign currency exchange rates or by reason of fees, indemnities and compensation payable thereunder;

(6) intercompany Indebtedness of the Company or any Restricted Subsidiary for so long as such Indebtedness is held by the Company or any Restricted Subsidiary; *provided* that (a) if owing by the Company or any Guarantor, such Indebtedness shall be unsecured and contractually subordinated in all respects (other than with respect to the maturity thereof) to the Obligations of the Company under the Notes and the other Indenture Documents or such Guarantor under its Guarantee and the other Indenture Documents, as the case may be, and (b) if as of any date any Person other than the Company or a Restricted Subsidiary owns or holds any such Indebtedness or holds a Lien in respect of such Indebtedness (other than Permitted Liens of the type described in clause (17), (18) or (20) of the definition thereof),

such date shall be deemed the incurrence of Indebtedness not permitted under this clause (6) by the issuer of such Indebtedness;

(7) Indebtedness arising from the honoring by a bank or other financial institution of a check, draft or similar instrument inadvertently (except in the case of daylight overdrafts) drawn against insufficient funds in the ordinary course of business; *provided*, *however*, that such Indebtedness is extinguished within five business days of such incurrence;

(8) Indebtedness of the Company or any of its Restricted Subsidiaries in respect of or represented by letters of credit issued for the account of the Company or such Restricted Subsidiary, as the case may be, that are issued in support of, or to provide security for, (a) trade obligations or (b) any other liabilities (including workers' compensation claims and payment obligations in connection with self-insurance or similar requirements but excluding any liabilities in respect of borrowed money or any other Indebtedness), in each case, in the ordinary course of business;

(9) obligations of the Company or any of its Restricted Subsidiaries in respect of performance, bid and surety bonds and completion guarantees provided by the Company or any such Restricted Subsidiary in the ordinary course of business;

(10) Indebtedness represented by Capitalized Lease Obligations and Purchase Money Indebtedness (including Capitalized Lease Obligations or Purchase Money Indebtedness arising in connection with a sale and leaseback transaction) of the Company and its Restricted Subsidiaries incurred in the ordinary course of business (including Refinancings thereof that do not result in an increase in the aggregate principal amount of Indebtedness of such Person as of the date of such proposed Refinancing (*plus* the amount of any premium required to be paid under the terms of the instrument governing such Indebtedness and *plus* the amount of reasonable expenses incurred by the Company in connection with such Refinancing)) not to exceed $10.0 million at any time outstanding;

(11) Refinancing Indebtedness;

(12) Indebtedness represented by guarantees by the Company or a Restricted Subsidiary of Indebtedness incurred by the Company or a Restricted Subsidiary so long as the incurrence of such Indebtedness by the Company or any such Restricted Subsidiary is otherwise permitted by the terms of the Indenture;

(13) Indebtedness arising from agreements of the Company or a Subsidiary providing for indemnification, adjustment of purchase price or similar obligations, in each case, incurred in connection with the disposition of any business, assets or Subsidiary, other than guarantees of Indebtedness incurred by any Person acquiring all or any portion of such business, assets or Subsidiary for the purpose of financing such acquisition; *provided* that the maximum aggregate liability in respect of all such Indebtedness shall at no time exceed the gross proceeds actually received by the Company and the Subsidiary in connection with such disposition;

(14) Indebtedness under Commodity Agreements; *provided* that such Commodity Agreements are entered into in the ordinary course of the Company's or its Restricted Subsidiaries' businesses, not for speculative purposes and otherwise in compliance with the Indenture; and

(15) additional Indebtedness of the Company and its Restricted Subsidiaries in an aggregate principal amount not to exceed $15.0 million at any time outstanding.

For purposes of determining compliance with the "—Certain Covenants—Limitation on Incurrence of Additional Indebtedness and Issuance of Preferred Stock" covenant, (a) the outstanding principal amount of any item of Indebtedness shall be counted only once and (b) in the event that an item of Indebtedness meets the criteria of more than one of the categories of Permitted Indebtedness described

in clauses (1) through (15) above or is entitled to be incurred pursuant to the Consolidated Fixed Charge Coverage Ratio provisions of such covenant, the Company will be permitted, in its sole discretion, to classify (or later reclassify) such item of Indebtedness in any manner that complies with such covenant; *provided*, that Permitted Indebtedness under the Credit Agreement outstanding on May 19, 2010 will initially be deemed to have been incurred on such date under clause (2) above. Accrual of interest, accretion or amortization of original issue discount, the payment of interest on any Indebtedness in the form of additional Indebtedness with the same terms, and the payment of dividends on Disqualified Capital Stock in the form of additional shares of the same class of Disqualified Capital Stock will not be deemed to be an incurrence of Indebtedness or an issuance of Disqualified Capital Stock for purposes of the "—Certain Covenants—Limitation on Incurrence of Additional Indebtedness and Issuance of Preferred Stock" covenant.

"Permitted Investments" means:

(1) Investments by the Company or any Restricted Subsidiary of the Company in any Person that is or will become immediately after such Investment both a Wholly Owned Subsidiary and a Guarantor or that will merge or consolidate with or into the Company or a Guarantor, or that transfers or conveys all or substantially all of its assets to the Company or a Guarantor;

(2) Investments in the Company by any Restricted Subsidiary of the Company;

(3) Investments in any Foreign Restricted Subsidiary by any other Foreign Restricted Subsidiary;

(4) Investments in cash and Cash Equivalents;

(5) Commodity Agreements, Currency Agreements and Interest Swap Obligations entered into in the ordinary course of the Company's or its Restricted Subsidiaries' businesses, not for speculative purposes and otherwise in compliance with the Indenture;

(6) Investments in the Notes (including the Existing Notes and Additional Notes, if any);

(7) Investments in securities of trade creditors or customers received pursuant to any plan of reorganization or similar arrangement upon the bankruptcy or insolvency of such trade creditors or customers in exchange for claims against such trade creditors or customers;

(8) Investments made by the Company or its Restricted Subsidiaries as a result of consideration received in connection with an Asset Sale made in compliance with the "—Certain Covenants—Limitation on Asset Sales" covenant;

(9) Investments in existence on May 19, 2010;

(10) loans and advances, including advances for travel and moving expenses, to employees, officers and directors of the Company and its Restricted Subsidiaries in the ordinary course of business for bona fide business purposes not in excess of $1.0 million at any one time outstanding;

(11) advances and extensions of trade credit to suppliers and customers in the ordinary course of business that are recorded as accounts receivable; and

(12) additional Investments in an aggregate amount not to exceed $15.0 million at any time outstanding.

"Permitted Liens" means the following types of Liens:

(1) Liens for taxes, assessments or governmental charges or claims either (a) not delinquent or (b) contested in good faith by appropriate proceedings and as to which the Company or its Restricted Subsidiaries shall have set aside on its books such reserves as may be required pursuant to GAAP;

(2) statutory Liens of landlords and Liens of carriers, warehousemen, mechanics, suppliers, materialmen, repairmen and other Liens imposed by law or pursuant to customary reservations or retentions of title incurred in the ordinary course of business for sums not yet delinquent or being contested in good faith, if such reserve or other appropriate provision, if any, as shall be required by GAAP shall have been made in respect thereof;

(3) Liens incurred or deposits made in the ordinary course of business in connection with workers' compensation, unemployment insurance and other types of social security, including any Lien securing letters of credit issued in the ordinary course of business consistent with past practice in connection therewith, or to secure the performance of tenders, statutory obligations, surety and appeal bonds, bids, leases, government contracts, performance and return-of-money bonds and other similar obligations (exclusive of obligations for the payment of borrowed money);

(4) any judgment Lien not giving rise to an Event of Default;

(5) easements, rights-of-way, zoning restrictions and other similar charges or encumbrances in respect of real property not interfering in any material respect with the ordinary conduct of the business of the Company or any of its Restricted Subsidiaries;

(6) any interest or title of a lessor under any Capitalized Lease Obligation permitted pursuant to clause (10) of the definition of "Permitted Indebtedness;" *provided* that such Liens do not extend to any property or assets which is not leased property subject to such Capitalized Lease Obligation;

(7) Liens securing Purchase Money Indebtedness permitted pursuant to clause (10) of the definition of "Permitted Indebtedness;" *provided*, *however*, that (a) the Indebtedness shall not exceed the cost of the property or assets acquired, together, in the case of real property, with the cost of the construction thereof and improvements thereto, and shall not be secured by a Lien on any property or assets of the Company or any Restricted Subsidiary of the Company other than such property or assets so acquired or constructed and improvements thereto and (b) the Lien securing such Indebtedness shall be created within 180 days of such acquisition or construction or, in the case of a refinancing of any Purchase Money Indebtedness, within 180 days of such refinancing;

(8) Liens upon specific items of inventory or other goods and proceeds of any Person securing such Person's obligations in respect of bankers' acceptances issued or created for the account of such Person to facilitate the purchase, shipment or storage of such inventory or other goods;

(9) Liens securing reimbursement obligations with respect to commercial letters of credit which encumber documents and other property relating to such letters of credit and products and proceeds thereof;

(10) Liens encumbering deposits made to secure obligations arising from statutory, regulatory, contractual, or warranty requirements of the Company or any of its Restricted Subsidiaries, including rights of offset and set-off;

(11) Liens securing Interest Swap Obligations, which Interest Swap Obligations relate to Indebtedness that is otherwise permitted under the Indenture;

(12) Liens securing Indebtedness under Currency Agreements and Commodity Agreements that are permitted under the Indenture;

(13) Liens securing Acquired Indebtedness incurred in accordance with the "—Certain Covenants—Limitation on Incurrence of Additional Indebtedness and Issuance of Preferred Stock" covenant; *provided* that:

(a) such Liens secured such Acquired Indebtedness at the time of and prior to the incurrence of such Acquired Indebtedness by the Company or a Restricted Subsidiary of the Company and were not granted in connection with, or in anticipation of, the incurrence of such Acquired Indebtedness by the Company or a Restricted Subsidiary of the Company; and

(b) such Liens do not extend to or cover any property or assets of the Company or of any of its Restricted Subsidiaries other than the property or assets that secured the Acquired Indebtedness prior to the time such Indebtedness became Acquired Indebtedness of the Company or a Restricted Subsidiary of the Company and are no more favorable to the lienholders than those securing the Acquired Indebtedness prior to the incurrence of such Acquired Indebtedness by the Company or a Restricted Subsidiary of the Company;

(14) Liens arising from precautionary UCC filings regarding operating leases or consigned products or consigned merchandise to the extent such Liens only relate to the assets, property, products or merchandise that are the subject of such lease or consignment, as the case may be;

(15) any interest or title of a lessor or sublessor under any operating lease;

(16) Liens existing as of May 19, 2010 and securing Permitted Indebtedness described in clause (3) of the definition thereof to the extent and in the manner such Liens are in effect on such date;

(17) Liens securing the Notes (including the Existing Notes and any Additional Notes) and all other monetary obligations under the Indenture, the Guarantees and the other Indenture Documents;

(18) Liens to secure Permitted Indebtedness described in clause (2) of the definition thereof; *provided*, that such Liens are subject to the Intercreditor Agreement;

(19) Liens securing Refinancing Indebtedness which is incurred to Refinance any Indebtedness which has been secured by a Permitted Lien and which has been incurred in accordance with the "—Certain Covenants—Limitation on Incurrence of Additional Indebtedness and Issuance of Preferred Stock" provisions of the Indenture; provided, however, that such Liens: (i) are no less favorable to the Holders and are not more favorable to the lienholders with respect to such Liens than the Liens in respect of the Indebtedness being Refinanced; and (ii) do not extend to or cover any property or assets of the Company or any of its Restricted Subsidiaries not securing the Indebtedness so Refinanced;

(20) Liens securing Indebtedness of Foreign Restricted Subsidiaries to the extent such Indebtedness is permitted under the covenant described above under "—Certain Covenants—Limitation on Incurrence of Additional Indebtedness and Issuance of Preferred Stock;" *provided*, that no asset of the Company or any Guarantor shall be subject to any such Lien;

(21) Liens incurred in the ordinary course of business of the Company or any Restricted Subsidiary of the Company with respect to Obligations in an aggregate principal amount that does not exceed $5.0 million at any one time outstanding and that (A) are not incurred in connection with the borrowing of money or the obtaining of advances or credit (other than trade credit in the ordinary course of business) and (B) do not in the aggregate materially detract from the value of the property or materially impair the use thereof in the operation of business by the Company or such Restricted Subsidiary;

(22) Liens securing Indebtedness incurred pursuant to (a) the Consolidated Fixed Charge Coverage Ratio test under "—Certain Covenants—Limitation on Incurrence of Additional Indebtedness and Issuance of Preferred Stock" or (b) clause (15) of the definition of the term "Permitted Indebtedness;" *provided*, that the aggregate principal amount of all such Indebtedness outstanding at the time of the most recent incurrence of any such Indebtedness shall not exceed the greater of (i) $10.0 million and (ii) the product of (x) 125% and (y) Pro Forma Consolidated EBITDA of the Company during the four consecutive full fiscal quarters most recently ending on or prior to the date of such incurrence for which its financial statements are available;

(23) Liens securing Credit Facility Cash Management Obligations; *provided*, that such Liens are subject to the Intercreditor Agreement; and

(24) Liens in favor of the Company or any of its Restricted Subsidiaries.

"Person" means an individual, partnership, corporation, limited liability company, unincorporated organization, trust or joint venture, or a governmental agency or political subdivision thereof.

"Preferred Stock" of any Person means any Capital Stock of such Person that has preferential rights to any other Capital Stock of such Person with respect to dividends or redemptions or upon liquidation.

"Pro Forma Consolidated EBITDA" means, with respect to any Person, the Consolidated EBITDA of such Person during the four consecutive full fiscal quarters (the "Four Quarter Period") most recently ending on or prior to the date of the transaction or event giving rise to the need to calculate Pro Forma Consolidated EBITDA for which financial statements are available (the "Transaction Date") of such Person for the Four Quarter Period; *provided*, *however*, that such Consolidated EBITDA shall be calculated after giving effect on a pro forma basis for the period of such calculation to:

(1) the incurrence or repayment of any Indebtedness of such Person or any of its Restricted Subsidiaries (and the application of the proceeds thereof) giving rise to the need to make such calculation and any incurrence or repayment of other Indebtedness (and the application of the proceeds thereof), other than the incurrence or repayment of Indebtedness in the ordinary course of business for working capital purposes pursuant to working capital facilities, occurring during the Four Quarter Period or at any time subsequent to the last day of the Four Quarter Period and on or prior to the Transaction Date, as if such incurrence or repayment, as the case may be (and the application of the proceeds thereof), occurred on the first day of the Four Quarter Period; and

(2) any Asset Sale or other disposition or Asset Acquisition (including, without limitation, any Asset Acquisition giving rise to the need to make such calculation as a result of such Person or one of its Restricted Subsidiaries (including any Person who becomes a Restricted Subsidiary as a result of any such Asset Acquisition) incurring, assuming or otherwise being liable for Acquired Indebtedness during the Four Quarter Period or at any time subsequent to the last day of the Four Quarter Period and on or prior to the Transaction Date), as if such Asset Sale or other disposition or Asset Acquisition (including the incurrence, assumption or liability for any such Indebtedness or Acquired Indebtedness and also including any Consolidated EBITDA associated with such Asset Acquisition) occurred on the first day of the Four Quarter Period; *provided* that the Consolidated EBITDA of any Person acquired shall be included only to the extent includible pursuant to the definition of "Consolidated Net Income." If such Person or any of its Restricted Subsidiaries directly or indirectly guarantees Indebtedness of a third Person, the preceding sentence shall give effect to the incurrence of such guaranteed Indebtedness as if such Person or any Restricted Subsidiary of such Person had directly incurred or otherwise assumed such guaranteed Indebtedness.

"Protective Advance Obligations" means all obligations of the Company and Guarantors with respect to the repayment of protective advances and expenses incurred by the Administrative Agent and the Lenders to maintain, protect or preserve the Common Collateral or the rights of the Administrative Agent and the Lenders under the Credit Agreement and related documents and to enhance the likelihood of, or to maximize the amount of, repayment of the Credit Facility Claims or Indenture Obligations.

"Purchase Money Indebtedness" means Indebtedness of the Company and its Restricted Subsidiaries incurred (including pursuant to a sale and leaseback transaction) for the purpose of financing all or any part of the purchase price, or the cost of installation, construction or improvement, of property or equipment, *provided* that the aggregate principal amount of such Indebtedness does not exceed the lesser of the Fair Market Value of such property or such purchase price or cost.

"Qualified Capital Stock" means any Capital Stock that is not Disqualified Capital Stock.

"Refinance" means, in respect of any security or Indebtedness, to refinance, extend, renew, refund, repay, prepay, redeem, defease or retire, or to issue a security or Indebtedness in exchange or replacement for, such security or Indebtedness in whole or in part. "Refinanced" and "Refinancing" shall have correlative meanings.

"Refinancing Indebtedness" means any Refinancing by the Company or any Restricted Subsidiary of the Company of Indebtedness incurred in accordance with the "—Certain Covenants—Limitation on Incurrence of Additional Indebtedness and Issuance of Preferred Stock" covenant (other than pursuant to Permitted Indebtedness) or clauses (1), (3) or (11) of the definition of Permitted Indebtedness, in each case that does not:

(1) have an aggregate principal amount (or, if such Indebtedness is issued with original issue discount, an aggregate offering price) greater than the sum of (x) the aggregate principal amount of the Indebtedness being Refinanced (or, if such Indebtedness being Refinanced is issued with original issue discount, the aggregate accreted value) as of the date of such proposed Refinancing *plus* (y) the amount of fees, expenses, premium, defeasance costs and accrued but unpaid interest relating to the Refinancing of such Indebtedness being Refinanced;

(2) create Indebtedness with: (a) a Weighted Average Life to Maturity that is less than the Weighted Average Life to Maturity of the Indebtedness being Refinanced; or (b) a final maturity earlier than the final maturity of the Indebtedness being Refinanced;

(3) affect the security, if any, for such Refinancing Indebtedness (except to the extent that less security is granted to holders of such Refinancing Indebtedness);

(4) if such Indebtedness being Refinanced is subordinate or junior by its terms to the Notes, then such Refinancing Indebtedness shall be subordinate by its terms to the Notes at least to the same extent and in the same manner as the Indebtedness being Refinanced; and

(5) shall not include (a) Indebtedness of a Restricted Subsidiary of the Company that is not a Guarantor that refinances Indebtedness of the Company or a Restricted Subsidiary that is a Guarantor, or (b) Indebtedness of the Company or a Restricted Subsidiary that refinances Indebtedness of an Unrestricted Subsidiary.

"Registration Rights Agreement" means with respect to the Existing Notes bearing CUSIP Nos. 5007BAA6, U50103AA5, and 50077BAB4, the Registration Rights Agreement, dated as of May 19, 2010, between the Company, the Guarantors and the Initial Purchasers, as the same may be amended or modified from time to time in accordance with the terms thereof, with respect to the Additional Notes bearing CUSIP Nos. 50077BAD0, U50103AB3, and 50077BAE8, the Registration Rights Agreement, dated as of March 25, 2011, among the Company, the guarantors party thereto,

Jefferies & Company, Inc., KeyBanc Capital Markets Inc. and Oppenheimer & Co. Inc. and with respect to the Existing Notes bearing CUSIP Nos. 50077B AF5, U50103 AC1 and 50077B AG3, the Registration Rights Agreement, dated as of July 27, 2011, among the Company, the guarantors party thereto, Jefferies & Company, Inc., KeyBank Capital Markets Inc. and B. Riley & Co., LLC.

"Restricted Subsidiary" of any Person means any Subsidiary of such Person which at the time of determination is not an Unrestricted Subsidiary.

"SEC" means the Securities and Exchange Commission or any successor agency thereto.

"Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations of the SEC promulgated thereunder.

"Security Agreement" means the Security Agreement, dated as of May 19, 2010, made by the Company and the Guarantors in favor of the Collateral Agent, as amended or supplemented from time to time in accordance with its terms.

"Significant Subsidiary" with respect to any Person, means any Restricted Subsidiary of such Person that satisfies the criteria for a "significant subsidiary" set forth in Rule 1-02(w) of Regulation S-X under the Exchange Act.

"Subsidiary" with respect to any Person, means:

(1) any corporation of which the outstanding Capital Stock having at least a majority of the votes entitled to be cast in the election of directors under ordinary circumstances shall at the time be owned, directly or indirectly, by such Person; or

(2) any other Person of which at least a majority of the voting interest under ordinary circumstances is at the time, directly or indirectly, owned by such Person.

"Treasury Rate" means, with respect to a Redemption Date, the yield to maturity at the time of computation of United States Treasury securities with a constant maturity (as compiled and published in the most recent Federal Reserve Statistical Release H.15(519) (or any successor publication which is published weekly by the Board of Governors of the Federal Reserve System and which establishes yields on actively traded United States Treasury securities adjusted to constant maturity) that has become publicly available at least two business days prior to such Redemption Date (or, if such Statistical Release (or any successor release) is no longer published, any publicly available source of similar market data)) most nearly equal to the period from such Redemption Date to June 1, 2014; *provided*, *however*, that if the period from such Redemption Date to June 1, 2014 is not equal to the constant maturity of the United States Treasury security for which a weekly average yield is given, the Treasury Rate shall be obtained by linear interpolation (calculated to the nearest one-twelfth of a year) from the weekly average yields of United States Treasury securities for which such yields are given, except that if the period from such Redemption Date to June 1, 2014 is less than one year, the weekly average yield on actually traded United States Treasury securities adjusted to a constant maturity of one year shall be used.

"Trustee" means the trustee and any successor under the Indenture.

"Unrestricted Subsidiary" of any Person means:

(1) any Subsidiary of such Person that at the time of determination shall be or continue to be designated an Unrestricted Subsidiary by the Board of Directors of such Person in the manner provided below; and

(2) any Subsidiary of an Unrestricted Subsidiary.

The Board of Directors may designate any Subsidiary (including any newly acquired or newly formed Subsidiary) to be an Unrestricted Subsidiary unless such Subsidiary owns any Capital Stock of, or owns or holds any Lien on any property of, the Company or any other Subsidiary of the Company that is not a Subsidiary of the Subsidiary to be so designated, *provided* that:

(1) the Company certifies to the Trustee that such designation complies with the "—Certain Covenants—Limitation on Restricted Payments" covenant; and

(2) each Subsidiary to be so designated and each of its Subsidiaries has not at the time of designation, and does not thereafter, create, incur, issue, assume, guarantee or otherwise become directly or indirectly liable with respect to any Indebtedness pursuant to which the lender has recourse to any of the assets of the Company or any of its Restricted Subsidiaries.

The Board of Directors may designate any Unrestricted Subsidiary to be a Restricted Subsidiary only if:

(1) immediately after giving effect to such designation, the Company is able to incur at least $1.00 of additional Indebtedness (other than Permitted Indebtedness) in compliance with the "—Certain Covenants—Limitation on Incurrence of Additional Indebtedness and Issuance of Preferred Stock" covenant; and

(2) immediately before and immediately after giving effect to such designation, no Default or Event of Default shall have occurred and be continuing.

Any such designation by the Board of Directors shall be evidenced to the Trustee by promptly filing with the Trustee a copy of the Board Resolution giving effect to such designation and an Officers' Certificate certifying that such designation complied with the foregoing provisions.

"Voting Stock" means, with respect to any Person, securities of any class or classes of Capital Stock of such Person entitling the holders thereof (whether at all times or only so long as no senior class of stock has voting power by reason of any contingency) to vote in the election of members of the Board of Directors (or equivalent governing body) of such Person.

"Weighted Average Life to Maturity" means, when applied to any Indebtedness at any date, the number of years obtained by dividing (1) the then outstanding aggregate principal amount of such Indebtedness into (2) the sum of the total of the products obtained by multiplying:

(a) the amount of each then remaining installment, sinking fund, serial maturity or other required payment of principal, including payment at final maturity, in respect thereof, by

(b) the number of years (calculated to the nearest one-twelfth) which will elapse between such date and the making of such payment.

"Wholly Owned Subsidiary" of any Person means any Restricted Subsidiary of such Person of which all the outstanding Capital Stock (other than in the case of a Foreign Restricted Subsidiary, directors' qualifying shares or an immaterial amount of shares required to be owned by other Persons pursuant to applicable law) are owned by such Person or any Wholly Owned Subsidiary of such Person.

Book-Entry, Delivery and Form

The Exchange Notes will be delivered in the form of one or more "Global Notes." The Global Notes will be deposited with, or on behalf of, DTC and registered in the name of DTC or its nominee, who will be the Global Notes holder. Except as set forth below, the Global Notes may be transferred, in whole and not in part, only to DTC or another nominee of DTC. Investors may hold their beneficial interests in the Global Notes directly through DTC if they are participating organizations or "participants" in such system or indirectly through organizations that are participants in such system.

Except in the limited circumstances described below, owners of beneficial interests in the Global Notes will not be entitled to receive physical delivery of certificated notes.

Depository Procedures

The following description of the operations and procedures of DTC are provided solely as a matter of convenience. These operations and procedures are solely within the control of the respective settlement systems and are subject to changes by them from time to time. We take no responsibility for these operations and procedures and urge investors to contact the system or their participants directly to discuss these matters.

DTC has advised us that DTC is a limited purpose trust company that was created to hold securities for its participants and facilitate the clearance and settlement of securities transactions between participants through electronic book-entry changes in accounts of its participants, thereby eliminating the need for physical movement of certificates. Participants include securities brokers and dealers, banks, trust companies and clearing corporations and certain other organizations. Indirect access to the DTC system is available to others such as banks, brokers, dealers and trust companies that clear through or maintain a custodial relationship with a participant, either directly or indirectly.

We expect that pursuant to procedures established by DTC (i) upon the issuance of the Global Notes, DTC or its custodian will credit, on its internal system, the principal amount of the individual beneficial interests represented by such Global Notes to the respective accounts of persons who have accounts with such depositary and (ii) ownership of beneficial interests in the Global Notes will be shown on, and the transfer of such ownership will be effected only through, records maintained by DTC or its nominee (with respect to interests of participants) and the records of participants (with respect to interests of persons other than participants). Such accounts initially will be designated by or on behalf of the initial purchasers and ownership of beneficial interests in the Global Notes will be limited to persons who have accounts with DTC ("participants") or persons who hold interests through participants. Holders may hold their interests in the Global Notes directly through DTC if they are participants in such system, or indirectly through organizations that are participants in such system.

So long as DTC, or its nominee, is the registered owner or holder, DTC or such nominee, as the case may be, will be considered the sole owner or holder represented by such Global Notes for all purposes under the Indenture under which such Global Notes are issued. No beneficial owner of an interest in the Global Notes will be able to transfer that interest except in accordance with DTC's procedures, in addition to those provided for under the Indenture under which such Global Notes are issued. Payments of the principal of, premium (if any), and interest (including Additional Interest) on, the Global Notes will be made to DTC or its nominee, as the case may be, as the registered owner thereof. None of us, the Trustee, or any paying agent will have any responsibility or liability for any aspect of the records relating to or payments made on account of beneficial ownership interests in the Global Notes or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

We expect that DTC or its nominee, upon receipt of any payment of principal, premium, if any, or interest (including Additional Interest) on the Global Notes, will credit participants' accounts with payments in amounts proportionate to their respective beneficial interests in the principal amount of the Global Notes as shown on the records of DTC or its nominee. We also expect that payments by participants to owners of beneficial interests in the Global Notes held through such participants will be governed by standing instructions and customary practice, as is now the case with securities held for the accounts of customers registered in the names of nominees for such customers. Such payments will be the responsibility of such participants.

Transfers between participants in DTC will be effected in the ordinary way through DTC's same-day funds system in accordance with DTC rules and will be settled in same day funds. If a holder

requires physical delivery of certificated notes for any reason, including to sell Notes to persons in states which require physical delivery of such Notes, or to pledge such securities, such holder must transfer its interest in a Global Note, in accordance with the normal procedures of DTC and with the procedures set forth in the Indenture under which such Global Notes are issued.

DTC has advised us that it will take any action permitted to be taken by a holder only at the direction of one or more participants to whose account the DTC interests in the Global Notes are credited and only in respect of such portion of the aggregate principal amount of Notes as to which such participant or participants has or have given such direction. However, if there is an event of default under the Indenture under which such Notes are issued, DTC reserves the right to exchange the Global Notes for legended notes in certificated form, and to distribute such notes to its participants.

Although DTC has agreed to the foregoing procedures in order to facilitate transfers of interests in the Global Notes among participants of DTC, it is under no obligation to perform such procedures, and such procedures may be discontinued at any time. Neither we nor the Trustee will have any responsibility for the performance by DTC or its participants or indirect participants of their respective obligations under the rules and procedures governing their operations.

Certificated Securities

Subject to certain conditions, any person having a beneficial interest in a Global Note may, upon request to the Trustee, exchange such beneficial interest for notes in the form of certificated securities. Upon any such issuance, the Trustee is required to register such certificated securities in the name of, and cause the same to be delivered to, such person or persons (or the nominee of any thereof). All such certificated notes would be subject to legend requirements. In addition, if:

(1) we notify the Trustee in writing that DTC is no longer willing or able to act as a depositary and we are unable to locate a qualified successor within 90 days, or

(2) we, at our option, notify the Trustee in writing that we elect to cause the issuance of notes in the form of certificated securities under the Indenture,

then, upon surrender by the Global Notes holder of its Global Notes, notes in such form will be issued to each person that the Global Notes holder and DTC identify as being the beneficial owner of the related notes.

Neither we nor the Trustee will be liable for any delay by the Global Notes holder or DTC in identifying the beneficial owners of notes and we and the Trustee may conclusively rely on, and will be protected in relying on, instructions from the Global Notes holder or DTC for all purposes.

Same-Day Settlement and Payment

The Indenture requires that payments in respect of the Notes represented by the Global Notes (including principal, premium, if any, interest and Additional Interest, if any) be made by wire transfer of immediately available funds to the accounts specified by the Global Notes holder. With respect to certificated securities, we will make all payments of principal, premium, if any, and interest by wire transfer of immediately available funds to the accounts specified by the holders thereof or, if no such account is specified, by mailing a check to each such holder's registered address.

Methods of Receiving Payments on the Notes

If a holder has given wire transfer instructions to us, we will make all principal, premium and interest payments on those Notes in accordance with those instructions. All other payments on these Notes will be made at the office or agency of the paying agent and registrar within the City and State

of New York unless we elect to make interest payments by check mailed to the holders at their address set forth in the register of holders.

Paying Agent and Registrar for the Notes

The Trustee will initially act as paying agent and registrar for the Notes. We may change the paying agent or registrar without prior notice to the holders of the Notes, and we or any of our subsidiaries may act as paying agent or registrar.

Transfer and Exchange

A holder may transfer or exchange Notes in accordance with the Indenture. The registrar and the Trustee may require a holder, among other things, to furnish appropriate endorsements and transfer documents and we may require a holder to pay any taxes and fees required by law or permitted by the Indenture. We are not required to transfer or exchange any Note selected for redemption. Also, we are not required to transfer or exchange any Note for a period of 15 days before a selection of Notes is to be redeemed.

The registered holder of a Note will be treated as the owner of it for all purposes.

DESCRIPTION OF CERTAIN INDEBTEDNESS

$510 Million—10% Senior Secured Note Offerings

On May 19, 2010, we issued $225.0 million in aggregate principal amount of 10% Senior Secured Notes due 2017 in an unregistered offering pursuant to Rule 144A and Regulation S under the Securities Act (the "2010 Notes"). Additionally, on March 25, 2011, Acquisition Co. Lanza Parent, a Delaware corporation and our indirect wholly owned subsidiary (the "Stage I Issuer"), issued $285.0 million aggregate principal amount of its 10% Senior Secured Notes due 2017 in an unregistered offering pursuant to Rule 144A and Regulation S under the Securities Act (the "Stage I Notes") pursuant to an indenture, dated as of March 25, 2011, among the Stage I Issuer, the guarantor party thereto and Wilmington Trust, as trustee and collateral agent (the "Stage I Indenture"). On April 4, 2011, the Stage I Issuer merged with and into the Company, and we (i) assumed all the assets and liabilities of the Stage I Issuer including, pursuant to a supplemental indenture to the Stage I Indenture, all the obligations of the Stage I Issuer under the Stage I Indenture, the Stage I Notes and the Collateral Agreements (as defined in the Stage I Indenture) and (ii) became the issuer of the Stage I Notes under the Stage I Indenture and pledgor under such Collateral Agreements. On April 15, 2011, the Company redeemed all of the outstanding Stage I Notes by issuing to the holders of Stage I Notes in exchange therefor $285.0 million aggregate principal amount of its 10% Senior Secured Notes due 2017 issued pursuant to the Indenture (the "2011 Notes").

On August 11, 2010, we completed an exchange offer for the 2010 Notes pursuant to a registration rights agreement entered into in connection with the issuance of the 2010 Notes. On August 1, 2011, we completed an exchange offer for the 2011 Notes pursuant to a registration rights agreement entered into in connection with the issuance of the Stage I Notes (and governing the 2011 Notes). In the exchange offer for the 2010 Notes and the exchange offer for the 2011 Notes, respectively, we offered to exchange the 2010 Notes and 2011 Notes, as applicable, for a like aggregate amount of 10% Senior Secured Notes due June 1, 2017 registered under the Securities Act (referred to elsewhere in this prospectus as the "Existing Kratos Notes"). The Existing Kratos Notes have substantially similar terms as the 2010 Notes and the 2011 Notes, except that the Existing Kratos Notes do not have transfer restrictions or registration rights. The Existing Kratos Notes are fully and unconditionally guaranteed, jointly and severally, on a senior secured basis by us and each of our domestic subsidiaries, as the guarantors thereof. We pay interest on the Existing Kratos Notes semi-annually, in arrears, on June 1

and December 1 of each year, which began on December 1, 2010 for the 2010 Notes and June 1, 2011 for the 2011 Notes.

The Existing Kratos Notes are secured by a lien on substantially all of our assets and the assets of the guarantors thereunder, subject to certain exceptions and permitted liens. The holders of the Existing Kratos Notes have a first priority lien on substantially all of our assets and the guarantors, except accounts receivable, inventories, deposit accounts, securities accounts, cash, securities and general intangibles (other than intellectual property) where the holders of the Existing Kratos Notes have a second priority lien to the $65.0 million credit facility described below.

The Existing Kratos Notes include customary covenants and events of default as well as a consolidated fixed charge ratio of 2.00 to 1.00 for the incurrence of additional indebtedness. Negative covenants include, among other things, limitations on additional debt, liens, negative pledges, investments, dividends, stock repurchases, asset sales and affiliate transactions. Events of default include, among other events, non-performance of covenants, breach of representations, cross-default to other material debt, bankruptcy, insolvency, material judgments and changes in control. As of June 26, 2011, we were in compliance with the covenants contained in the Existing Kratos Notes.

On or after June 1, 2014, we may redeem some or all of the Existing Kratos Notes at 105% of the aggregate principal amount of such notes through June 1, 2015, 102.5% of the aggregate principal amount of such notes through June 1, 2016 and 100% of the aggregate principal amount of such notes thereafter, plus accrued and unpaid interest to the date of redemption. Prior to June 1, 2013, we may redeem up to 35% of the aggregate principal amount of the Existing Kratos Notes at 110% of the aggregate principal amount of the Existing Kratos Notes, plus accrued and unpaid interest to the redemption date, with the net cash proceeds of certain equity offerings. In addition, we may, at our option, redeem some or all of the Existing Kratos Notes at any time prior to June 1, 2014, by paying a "make whole" premium, plus accrued and unpaid interest, if any, to the date of redemption.

$65.0 Million Credit Facility

On July 27, 2011, concurrent with the completion of the offering of the Original Notes, we entered into a credit and security agreement with East West Bank and Bank of the West, as the lenders, and KeyBank National Association, as lead arranger, sole book runner and administrative agent (the "Credit Agreement"). The Credit Agreement amends and restates in its entirety the credit and security agreement, dated as of May 19, 2010, between the Company, KeyBank and the lenders named therein (as amended). The Credit Agreement establishes a five year senior secured revolving credit facility in the amount of $65.0 million (referred to elsewhere in this registration statement as the "Revolver"). The Revolver is secured by a lien on substantially all of our assets and the assets of the guarantors thereunder, subject to certain exceptions and permitted liens. The Revolver has a first priority lien on accounts receivable, inventory, deposit accounts, securities accounts, cash, securities and general intangibles (other than intellectual property). On all other assets, the Revolver has a second priority lien junior to the lien securing the Kratos Notes.

The Revolver may be increased to $100.0 million. Any increase in the Revolver is subject to the consent of the KeyBank, identification of one or more additional lenders willing to advance the increased amount of the Revolver, and compliance with covenants in the Kratos Notes. The amounts of borrowings that may be made under the Revolver are based on a borrowing base and are comprised of specified percentages of eligible receivables, eligible unbilled receivables and eligible inventory. If the amount of borrowings outstanding under the Revolver exceeds the borrowing base then in effect, we are required to repay such borrowings in an amount sufficient to eliminate such excess. The Revolver includes $30.0 million of availability for letters of credit and $5.0 million of availability for swing loans.

We may borrow funds under the Revolver at a rate based either on LIBOR or a base rate established by KeyBank. Base rate borrowings bear interest at an applicable margin of 1.00% to 1.75%

over the base rate (which will be the greater of the prime rate or 0.5% over the federal funds rate, with a floor of 1.0% over one month LIBOR). LIBOR rate borrowings will bear interest at an applicable margin of 3.00% to 3.75% over the LIBOR rate. The applicable margin for base rate borrowings and LIBOR borrowings will depend on the average monthly revolving credit availability. The Revolver also has a commitment fee of 0.50% to 0.75%, depending on the average monthly revolving credit availability.

As of June 26, 2011, there were no outstanding borrowings on the Revolver and $8.6 million was outstanding on letters of credit resulting in net availability of $26.4 million. As of June 26, 2011, we were in compliance with the covenants contained in the Amended Revolver.

Acquired Debt of Herley

We assumed a $10.0 million ten-year term loan with a bank in Israel that Herley entered into on September 16, 2008 to acquire its Eyal subsidiary. The balance as of June 26, 2011 was $7.3 million and the loan is payable in quarterly installments of $0.3 million plus interest at LIBOR plus a margin of 1.5%. The loan agreement contains various financial covenants including a minimum net equity covenant as defined in the loan agreement. We were in compliance with such financial covenants as of June 26, 2011.

CERTAIN U.S. FEDERAL INCOME TAX CONSIDERATIONS

To ensure compliance with Treasury Department Circular 230, you are hereby notified that: (a) any discussion of U.S. federal tax issues contained or referred to herein is not intended or written to be used, and cannot be used, by holders for the purpose of avoiding penalties that may be imposed on them under the Internal Revenue Code of 1986, as amended (the "Code"); (b) such discussion is written in connection with the promotion or marketing of the transactions or matters addressed herein; and (c) holders should seek advice based on their particular circumstances from an independent tax advisor.

The following is a summary of certain material U.S. federal income tax considerations relating to the exchange of Original Notes for Exchange Notes in the exchange offer. This summary is based on the Code, existing and proposed Treasury Regulations, revenue rulings, administrative interpretations and judicial decisions now in effect, all of which are subject to change possibly with retroactive effect. This summary does not purport to address all U.S. federal income tax considerations that may be relevant to holders in light of their particular circumstances or to holders subject to special tax rules, such as banks, insurance companies or other financial institutions, dealers in securities or foreign currencies, tax-exempt investors, holders subject to the U.S. federal alternative minimum tax, or persons holding the notes as part of a hedging transaction, straddle, conversion transaction, or other integrated transaction.

We have not sought and we do not expect to seek any ruling from the Internal Revenue Service (the "IRS") or an opinion of counsel with respect to the statements made and the conclusions reached in the following summary. As such, there can be no assurance that the IRS will agree with such statements and conclusions. Thus, all persons that exchange Original Notes for Exchange Notes in the exchange offer are urged to consult their own tax advisors with regard to the application of the U.S. federal income tax laws to their particular situations as well as any tax consequences arising under the laws of any state, local or foreign jurisdiction.

The exchange of the Original Notes for the Exchange Notes in the exchange offer will not constitute a taxable event or exchange for U.S. federal income tax purposes, and thus will have no U.S. federal income tax consequences to holders of Original Notes. The Exchange Notes received pursuant to the exchange offer will be treated as a continuation of the Original Notes. Consequently, there will be no change in a holder's adjusted tax basis in the Exchange Notes, and the holder's holding period in the Exchange Notes will be the same as that applicable to the Original Notes. In addition, the U.S. federal income tax consequences of holding and disposing of the Exchange Notes will be the same as those applicable to the Original Notes.

The preceding discussion of certain U.S. federal income tax considerations is not tax advice. Each prospective investor should consult its own tax advisor regarding the particular U.S. federal, state, local and foreign tax consequences of exchanging Original Notes for, holding and disposing of Exchange Notes, including the consequences of any proposed change in applicable laws.

PLAN OF DISTRIBUTION

Each broker-dealer that receives Exchange Notes for its own account in the exchange offer must acknowledge that it will deliver a prospectus in connection with any resale of the Exchange Notes. We have agreed that, during the period broker-dealers are required to deliver this prospectus, we will make this prospectus, as amended or supplemented, available to any broker-dealer for use in connection with any such resale. This prospectus, as it may be amended or supplemented from time to time, may be used by a broker-dealer in connection with resales of Exchange Notes received in exchange for Original Notes where such Original Notes were acquired as a result of market-making or other trading activities.

We will not receive any proceeds from any sale of Exchange Notes by broker- dealers. Exchange notes received by broker-dealers for their own account in the exchange offer may be sold from time to time in one or more transactions in the over-the-counter market, in negotiated transactions, through the writing of options on the Exchange Notes or a combination of these methods of resale, at market prices prevailing at the time of resale, at prices related to such prevailing market prices or negotiated prices. Any such resale may be made directly to purchasers or to or through brokers or dealers who may receive compensation in the form of commissions or concessions from any such broker- dealer and/or the purchasers of any such Exchange Notes. Any broker-dealer that resells Exchange Notes that were received by it for its own account in the exchange offer and any broker or dealer that participates in a distribution of such Exchange Notes may be deemed to be an "underwriter" within the meaning of the Securities Act and any profit on any such resale of Exchange Notes and any commissions or concessions received by any such persons may be considered underwriting compensation under the Securities Act. The letter of transmittal states that, by acknowledging that it will deliver and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act.

During the 180-day period following the completion of this exchange offer, we will promptly send additional copies of this prospectus and any amendment or supplement to this prospectus to any broker-dealer that requests such documents in the letter of transmittal. We have agreed to pay all expenses incident to the exchange offer (including the expenses of one counsel for the holders of the Original Notes), other than dealers' and brokers' discounts, commissions and counsel fees and will indemnify the holders of the Original Notes, including any broker-dealers, against certain liabilities, including liabilities under the Securities Act.

LEGAL MATTERS

Certain legal matters in connection with the issuance of the Exchange Notes will be passed on for us by Paul Hastings LLP, San Diego, California and Sheppard, Mullin, Richter & Hampton LLP, New York, New York.

EXPERTS

The audited consolidated financial statements of Kratos as of December 27, 2009 and December 26, 2010 and for each of the three years in the period ended December 26, 2010, incorporated by reference in this prospectus and elsewhere in the registration statement of Kratos of which this prospectus forms a part, have been so incorporated by reference in reliance upon the reports of Grant Thornton LLP, independent registered public accountants, upon the authority of said firm as experts in accounting and auditing in giving such reports.

The consolidated financial statements of Integral Systems, Inc. as of and for the year ended September 24, 2010, and management's assessment of the effectiveness of internal control over financial reporting as of September 24, 2010, included in this registration statement, have been audited by KPMG LLP ("KPMG"), independent registered accounting firm, as stated in their report appearing herein. KPMG's report dated December 8, 2010, on the effectiveness of internal control over financial reporting as of September 24, 2010, expresses its opinion that Integral Systems did not maintain effective internal control over financial reporting as of September 24, 2010 because of the effect of a material weakness on the achievement of the objectives of the control criteria and contains an explanatory paragraph that states a material weakness related to a lack of sufficient qualified accounting resources has been identified and included in management's assessment.

Ernst & Young LLP, independent registered public accounting firm, has audited the consolidated financial statements of Integral Systems, Inc. and subsidiaries as of September 25, 2009 and for the years ended September 25, 2009 and September 30, 2008, which are included in the Form 8-K/A of

Kratos Defense & Security Solutions, Inc. filed with the Securities and Exchange Commission on October 11, 2011, which is incorporated by reference in this prospectus and elsewhere in the registration statement. These financial statements are incorporated by reference in reliance on Ernst & Young LLP's report, given on their authority as experts in accounting and auditing.

The consolidated financial statements of Herley Industries, Inc. and its subsidiaries as of and for the fifty-two weeks ended August 1, 2010, included in our Current Report on Form 8-K/A filed with the SEC on April 11, 2011, incorporated by reference in this prospectus and elsewhere in the registration statement, have been audited by Grant Thornton LLP, independent registered public accounting firm, as set forth in their report therein, which as to the year ended August 1, 2010 are based in part on the report of Brightman Almagor Zohar & Co., a member firm of Deloitte Touche Tohmatsu, independent registered public accounting firm. Such consolidated financial statements have been incorporated by reference in reliance upon such reports given on the authority of such firms as experts in accounting and auditing.

The consolidated financial statements of Herley and its subsidiaries as of and for the fifty-two weeks ended August 2, 2009 and the fifty-three weeks ended August 3, 2008, included in our Current Report on Form 8-K/A filed with the SEC on April 11, 2011, incorporated by reference in this prospectus and elsewhere in the registration statement, have been audited by Marcum LLP, independent registered public accounting firm, as set forth in their report therein, which as to the fifty-two weeks ended August 2, 2009 are based in part on the report of Brightman Almagor Zohar & Co., a member firm of Deloitte Touche Tohmatsu, independent registered public accounting firm. Such consolidated financial statements have been incorporated by reference in reliance upon such reports given on the authority of such firms as experts in accounting and auditing.

The consolidated financial statements of Henry Bros. Electronics, Inc. and its subsidiaries as of December 31, 2009 and 2008 and for each of the three years in the period ended December 31, 2009, included in our Current Report on Form 8-K/A filed by us on February 4, 2011, which is incorporated by reference in this prospectus and elsewhere in the registration statement, have been audited by Amper, Politziner and Mattia, LLP, independent registered public accounting firm, as set forth in their report therein, and are included in reliance upon the report of such firm given upon their authority as experts in accounting and auditing.

The audited consolidated financial statements of Gichner Holdings, Inc. as of and for the years ended December 31, 2009 and 2008, the audited consolidated financial statements of Gichner Holdings, Inc. as of and for the period ended December 31, 2007, the audited combined financial statements of Gichner Systems Group, LLC and Related Entities as of and for the period ended August 22, 2007, and the unaudited financial statements of Gichner Holdings, Inc. as of and for the three months ended March 31, 2010 and 2009, included in Item 9.01(a) of the Registrant's Current Report on Form 8-K, filed with the Commission on May 25, 2010, which is incorporated by reference in this prospectus and elsewhere in the registration statement, have been audited by Plante & Moran PLLC, independent registered public accounting firm, as set forth in their report therein. Such consolidated financial statements are incorporated by reference in reliance upon such report given on the authority of such firm as an expert in accounting and auditing.

OTHER INFORMATION

On July 27, 2011, we completed the previously announced merger of IRIS Merger Sub Inc., a Maryland corporation and a wholly owned subsidiary of the Company, with and into Integral Systems, whereby Integral Systems became a wholly owned subsidiary of the Company. The Merger was effected pursuant to an Agreement and Plan of Merger, dated as of May 15, 2011, by and among the Company, Merger Sub, IRIS Acquisition Sub LLC, a single member Maryland limited liability company and a direct wholly owned subsidiary of the Company, and Integral Systems.

Item 10 of Form S-4 requires that we include in this prospectus, to the extent not incorporated by reference herein from certain other reports we have filed with the SEC, information required by Rule 3-05 and Article 11 of Regulation S-X. The audited historical financial information for Integral Systems as of September 24, 2010 and September 25, 2009 and for the fiscal years ended September 24, 2010, September 25, 2009, and September 30, 2008, including the auditor's reports related thereto, is incorporated by reference herein. See "Where You Can Find More Information." The unaudited historical financial information for Integral Systems as of July 1, 2011 and September 24, 2010 and for each of the three and nine month periods ended July 1, 2011 and June 25, 2010, is attached hereto as Exhibit 99.5 and is incorporated by reference herein. Additionally, our unaudited pro forma combined (i) balance sheet as of June 26, 2011 and (ii) statement of operations for the fiscal year ended December 26, 2010 and the six month period ended June 26, 2011, are attached hereto as Exhibit 99.6 and are incorporated by reference herein.

WHERE YOU CAN FIND MORE INFORMATION

Available Information

We file annual, quarterly and special reports, proxy statements and other information with the SEC. You may read and copy any document we file at the SEC's Public Reference Room at 100 F Street, N.E., Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for more information about the operation of the public reference room. The SEC maintains an internet website at http://www.sec.gov that contains reports, proxy and information statements and other information regarding issuers that file electronically with the SEC, including Kratos Defense & Security Solutions, Inc. You may also access our reports and proxy statements free of charge at our website, http://www.kratosdefense.com.

This prospectus is part of a registration statement that we have filed with the SEC relating to the securities to be offered. This prospectus does not contain all of the information we have included in the registration statement and the accompanying exhibits and schedules in accordance with the rules and regulations of the SEC, and we refer you to the omitted information. The statements this prospectus makes pertaining to the content of any contract, agreement or other document that is an exhibit to the registration statement necessarily are summaries of their material provisions and do not describe all exceptions and qualifications contained in those contracts, agreements or documents. You should read those contracts, agreements or documents for information that may be important to you. The registration statement, exhibits and schedules are available at the SEC's Public Reference Room or through its internet website.

Incorporation by Reference

The rules of the SEC allow us to incorporate by reference in this prospectus the information in other documents that we file with it, which means that we can disclose important information to you by referring you to those documents that we have filed separately with the SEC. You should read the information incorporated by reference because it is an important part of this prospectus. We hereby incorporate by reference the following information or documents into this prospectus:

- our Annual Report on Form 10-K for the fiscal year ended December 26, 2010, filed with the SEC on March 2, 2011;
- our Quarterly Reports on Form 10-Q for the quarter ended March 27, 2011, filed with the SEC on May 6, 2011, and the quarter ended June 26, 2011, filed with the SEC on August 4, 2011;
- our Current Reports on Form 8-K filed with the SEC on January 5, 2011, February 4, 2011, February 7, 2011, February 8, 2011, February 10, 2011, March 1, 2011, March 15, 2011, March 22, 2011, March 23, 2011, March 29, 2011, April 5, 2011, April 7, 2011, April 11, 2011,

April 20, 2011, May 5, 2011, May 16, 2011, May 18, 2011, June 1, 2011, June 8, 2011, July 14, 2011, July 18, 2011, July 29, 2011, August 4, 2011, and October 11, 2011;

- the audited historical financial information for Herley Industries, Inc. for the fifty-two weeks ended August 1, 2010 and August 2, 2009, and the fifty-three weeks ended August 3, 2008, including the auditor's reports related thereto, attached as Annex B of the Prospectus Supplement to our Registration Statement on Form S-3 (File No. 333-161340), filed with the SEC on February 8, 2011;

- the unaudited historical financial information for Herley Industries, Inc. as of and for the twenty-six weeks ended January 30, 2011 and January 31, 2010, attached as Exhibit 99.1 to our Registration Statement on Form S-3 (File No. 333-173099), filed with the SEC on March 25, 2011; and

- the audited consolidated financial statements of Gichner Holdings, Inc. as of and for the years ended December 31, 2009 and 2008, the audited consolidated financial statements of Gichner Holdings, Inc. as of and for the periods of August 22, 2007 through December 31, 2007 and January 1, 2007 through August 22, 2007, and the unaudited financial statements of Gichner Holdings, Inc. as of and for the three months ended March 31, 2010 and 2009, filed as Exhibit 99.1 to our Current Report on Form 8-K filed with the SEC on May 25, 2010.

Any information in any of the foregoing documents will automatically be deemed to be modified or superseded to the extent that information in this prospectus or in a later filed document that is incorporated or deemed to be incorporated herein by reference modifies or replaces such information.

We also incorporate by reference any future filings (other than current reports furnished under Item 2.02 or Item 7.01 of Form 8-K and exhibits filed on such form that are related to such items) made with the SEC pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act, until we file a post-effective amendment which indicates that all securities offered hereby have been sold or which deregisters all securities then remaining unsold. Information in such future filings updates and supplements the information provided in this prospectus. Any statements in any such future filings will automatically be deemed to modify and supersede any information in any document we previously filed with the SEC that is incorporated or deemed to be incorporated herein by reference to the extent that statements in the later filed document modify or replace such earlier statements.

Upon written or oral request, we will provide to you, without charge, a copy of any or all of the documents that are incorporated by reference into this prospectus but not delivered with the prospectus, including exhibits which are specifically incorporated by reference into such documents. Requests should be directed to: Kratos Defense & Security Solutions, Inc., Attention: Investor Relations, 4820 Eastgate Mall, San Diego, California, 92121, telephone (858) 812-7300.

$115,000,000

Offer to exchange all outstanding
$115,000,000 principal amount of
10% Senior Secured Notes due 2017

for

$115,000,000 principal amount of
10% Senior Secured Notes due 2017
registered under the Securities Act of 1933

PROSPECTUS

, 2011

PART II
INFORMATION NOT REQUIRED IN PROSPECTUS

Item 20. Indemnification of Directors and Officers.

The following summary is qualified in its entirety by reference to the complete text of the statutes referred to below and the certificates and articles of incorporation and the certificates of formation, all as amended, the bylaws, operating agreements and agreements of limited partnership, all as amended, and any other contractual agreements referred to below in reference to Kratos Defense & Security Solutions, Inc. and all additional registrants.

Kratos Defense & Security Solutions, Inc.

Under Section 145 of the Delaware General Corporation Law (the "DGCL"), a corporation has the power to indemnify its directors and officers under certain prescribed circumstances and, subject to certain limitations, against certain costs and expenses, including attorneys' fees, judgments, fines and amounts paid in settlement, actually and reasonably incurred in connection with any threatened, pending or completed action, suit or proceeding, whether criminal, civil, administrative or investigative, to which any of them is a party by reason of his being a director or officer of the corporation if it is determined that he acted in accordance with the applicable standard of conduct set forth in such statutory provision. Our certificate of incorporation provides that, pursuant to the DGCL, our directors shall not be liable for monetary damages to the fullest extent authorized under applicable law, including for breach of the directors' fiduciary duty of care to us and our stockholders. This provision in the certificate of incorporation does not eliminate the duty of care, and in appropriate circumstances equitable remedies such as injunctive or other forms of non-monetary relief will remain available under Delaware law. In addition, pursuant to Section 102(b)(7) of the DGCL, each director will continue to be subject to liability for breach of the director's duty of loyalty, for acts or omissions not in good faith or involving intentional misconduct or knowing violations of the law, for actions leading to improper personal benefit to the director, and for payment of dividends or approval of stock repurchases or redemptions that are unlawful under Delaware law. This provision in the certificate of incorporation also does not affect a director's responsibilities under any other law, such as the federal securities laws or state or federal environmental laws.

Our bylaws provide that we will indemnify, to the fullest extent authorized by the DGCL, each person who was or is made a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he or she is or was a director or officer of our company, whether the basis of such proceeding is alleged action in an official capacity as a director or officer or in any other capacity while serving as a director or officer against all expenses, liability and loss reasonably incurred or suffered by such person in connection therewith.

We have entered into indemnification agreements with certain of our directors and officers. Pursuant to these indemnification agreements, we are obligated to indemnify each director and officer who is a party to the indemnification agreement to the fullest extent permitted by the DGCL against any and all expenses, liability and loss, as each is defined in the indemnification agreement, reasonably incurred or suffered by such person in connection with any threatened, pending or completed action, suit, investigation or proceeding that arises out of any event or occurrence related to the fact that such person is or was a director or officer or is or was serving at our request as a director, officer, employee, or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including any of our subsidiaries. We also have directors' and officers' liability insurance to protect our directors and officers from liability.

Additional Registrants

Alabama Registrants: Madison Research Corporation and Summit Research Corporation are incorporated under the laws of Alabama.

Sections 10-2B-8.51 and 10-2B-8.56 of the Alabama Business Corporation Act provide that a corporation may indemnify an individual who is made a party to a proceeding because he or she is or was a director or officer against liability incurred in the proceeding if the individual conducted himself or herself in good faith and the individual reasonably believed: (i) in the case of conduct in his or her official capacity with the corporation, that the conduct was in the corporation's best interests; and (ii) in all other cases, that the conduct was at least not opposed to the corporation's best interests; and (iii) in the case of any criminal proceeding, the individual had no reasonable cause to believe that his or her conduct was unlawful. A corporation may not indemnify a director or officer: (i) in connection with a proceeding by or in the right of the corporation in which the director or officer was adjudged liable to the corporation; or (ii) in connection with any other proceeding charging improper personal benefit to the director or officer, whether or not involving action in his or her official capacity, in which the director or officer was adjudged liable on the basis that personal benefit was improperly received by him or her. Sections 10-2B-8.52 and 10-2B-8.56 provide that indemnification is mandatory for an officer or director who was successful, on the merits or otherwise, in the defense of any proceeding, or of any claim, issue or matter in such proceeding, against reasonable expenses incurred in connection therewith. The indemnification provisions of the Alabama Business Corporation Act are not exclusive and are deemed to be in addition to any provisions which may be contained in a corporation's articles of incorporation, bylaws, a resolution of its shareholders or board of directors, or in a contract or otherwise.

Section 10-2B-202(b)(3) of the Alabama Business Corporation Act permits a corporation to include in its articles of incorporation a provision eliminating or limiting the liability of a director to the corporation or its shareholders for money damages for any action taken, or any failure to take any action, as a director, except liability for: (A) the amount of a financial benefit received by a director to which he or she is not entitled; (B) an intentional infliction of harm on the corporation or the shareholders; (C) unlawful distributions; (D) an intentional violation of criminal law; or (E) a breach of the director's duty of loyalty to the corporation or its shareholders.

The articles of incorporation of Summit Research Corporation and the bylaws of Madison Research Corporation provide that each of the registrants shall indemnify directors and officers to the full extent authorized by Alabama law. The organizational documents of the registrants also make clear that the indemnification provided therein shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such person. The bylaws of Madison Research Corporation further establish that (i) expenses incurred in defending any proceeding may be paid by the registrant in advance of the final disposition of such proceeding, as authorized by the board of directors, upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the corporation, and (ii) the board of directors may authorize the registrant to purchase and maintain insurance on behalf of any person who is or was a director or officer of the registrant against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the corporation would have the power to indemnify him against such liability.

Neither the articles of incorporation of Madison Research Corporation nor those of Summit Research Corporation eliminate or limit the liability of the directors of each of the registrants for money damages.

Arizona Registrant: Henry Bros. Electronics, L.L.C. is a limited liability company organized under the laws of Arizona.

Section 29-610 of the Arizona Limited Liability Company Act permits a domestic limited liability company to indemnify a member, manager, employee, officer or agent or any other person.

Section 29-651 of the Arizona Limited Liability Company Act provides that a member, manager, employee, officer or agent of a limited liability company is not liable, solely by reason of being a member, manager, employee, officer or agent, for the debts, obligations and liabilities of the limited liability company whether arising in contract or tort, under a judgment, decree or order of a court, or otherwise.

The limited liability company agreement of Henry Bros. Electronics, L.L.C. provides that any member shall not be liable for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such member. The limited liability company agreement further provides that no officer shall be liable for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such officer other than fraudulent acts or omissions or those resulting from willful misconduct by such officer. Additionally, the limited liability company agreement provides that, to the fullest extent permitted by applicable law, any member or officer shall be entitled to indemnification for any loss, damage or claim incurred by the member or officer by reason of any act or omission performed or omitted by the member or officer, except that no officer shall be entitled to be indemnified with respect to his/her fraudulent acts or omissions or those resulting from willful misconduct; *provided* that, any indemnity shall be provided out of and to the extent of the assets of Henry Bros. Electronics, L.L.C. only and no member shall have personal liability on account thereof.

California Registrants: Henry Bros. Electronics, Inc. (CA), Kratos Integral Systems International, Inc., Kratos Technology & Training Solutions, Inc., National Safe of California, Polexis, Inc., Shadow I, Inc., Shadow II, Inc., and SAT Corporation are incorporated under the laws of California.

Section 317 of the California Corporations Code authorizes a corporation to indemnify any person who was or is a party or is threatened to be made a party to any proceeding by reason of the fact that the person is or was a director, officer, employee or agent of the corporation, against expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with the proceeding if: (i) in the case of a criminal proceeding, such person had no reasonable cause to believe the conduct of the person was unlawful, and (ii) in the case of any action other than one brought by or in the right of the corporation to procure a judgment in its favor, such person acted in good faith and in a manner the person reasonably believed to be in the best interests of the corporation, and (iii) in the case of an action by or in the right of the corporation to procure a judgment in its favor, such person acted in good faith, in a manner such person believed to be in the best interests of the corporation and its shareholders. No indemnification shall be made in the case of an action by or in the right of the corporation to procure a judgment in its favor, however, with respect to (i) any claim, issue, or matter as to which such person has been adjudged to be liable to the corporation in the performance of such person's duty to the corporation and its shareholders, unless and only to the extent that the court in which such proceeding is or was pending shall determine on application that, in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for expenses and then only to the extent that the court shall determine, (ii) amounts paid in settling or otherwise disposing of a pending action without court approval, or (iii) expenses incurred in defending a pending action that is settled or otherwise disposed of without court approval. The California Corporations Code further provides that a corporation must indemnify a director, officer, employee or agent of the corporation if he or she has been successful on the merits in defense of any proceeding, or in defense of any claim, issue or matter therein, against expenses actually and reasonably incurred by him in connection therewith. The indemnification authorized by the California Corporations Code shall not be deemed exclusive of any additional rights to indemnification

for breach of duty to the corporation and its shareholders while acting in the capacity of a director or officer of the corporation.

Section 204(a)(10) of the California Corporations Code permits a corporation to provide in its articles of incorporation that a director of the corporation shall not be personally liable to the corporation or its shareholders for monetary damages for breach of such director's duties, except that such a provision may not eliminate or limit the liability of directors (i) for acts or omissions that involve intentional misconduct or a knowing and culpable violation of law, (ii) for acts or omissions that a director believes to be contrary to the best interests of the corporation or its shareholders or that involve the absence of good faith on the part of the director, (iii) for any transaction from which a director derived an improper personal benefit or has a material financial interest, (iv) for acts or omissions that show a reckless disregard for the director's duty to the corporation or its shareholders in circumstances in which the director was aware, or should have been aware, in the ordinary course of performing a director's duties, of a risk of serious injury to the corporation or its shareholders, (v) for acts or omissions that constitute an unexcused pattern of inattention that amounts to an abdication of the director's duty to the corporation or its shareholders, or (vii) for authorizing unlawful distributions.

The articles of incorporation of Henry Bros. Electronics, Inc. (CA) are silent with respect to exculpation of directors from liability for monetary damages and indemnification by the registrant of its directors and officers. The bylaws of Henry Bros. Electronics, Inc. (CA) provide that the registrant shall indemnify and hold harmless directors and officers from and against any and all claims and liabilities to which such person shall become subject by reason of his being or having been a director or officer, or by reason of any action alleged to have been taken or omitted as such director or officer. The bylaws further provide that the registrant shall reimburse directors and officers for all legal and other expenses reasonably incurred by such directors and officers; *provided*, however, that no such person shall be indemnified against, or be reimbursed for any expense incurred in connection with any claim or liability arising out of his own negligence or willful misconduct.

The articles of incorporation of each of Polexis, Inc., Shadow I, Inc., Shadow II, Inc., Kratos Integral Systems International, Inc., and Kratos Technology & Training Solutions, Inc. provide that each registrant is authorized to provide indemnification of agents (as defined in Section 317 of the California Corporations Code, which includes directors and officers) through bylaw provisions, agreements with agents, vote of shareholders or disinterested directors, or otherwise, to the fullest extent permitted by Section 317 of the California Corporations Code, subject to the applicable limits on indemnifications set forth in Sections 204 and 317 of the California Corporations Code. The articles of incorporation of each registrant also provide that the liability of the directors of each corporation for monetary damages shall be eliminated to the fullest extent permissible under California law.

The bylaws of each of Polexis, Inc., Shadow I, Inc., Shadow II, Inc., Kratos Integral Systems International, Inc. and Kratos Technology & Training Solutions, Inc. provide that each registrant is authorized to provide insurance for agents as set forth in Section 317 of the California Corporations Code.

The bylaws of each of Polexis, Inc. and Kratos Technology & Training Solutions, Inc. further provide that expenses incurred in defending any proceeding may be advanced by each registrant before the final disposition of such proceeding upon receipt of an undertaking by or on behalf of the director or officer to repay such amounts if it shall be determined ultimately that the director or officer is not entitled to be indemnified by the corporation.

The bylaws of Kratos Technology & Training Solutions, Inc. also establish that the indemnification therein provided shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of his or her heirs, executors and administrators, and that the registrant shall indemnify any such person seeking indemnity in connection with any proceeding (or part thereof)

initiated by such person only if such proceeding (or part thereof) was authorized by the board of directors.

The articles of incorporation and the bylaws of National Safe of California are silent with respect to exculpation of directors from liability for monetary damages and indemnification by the registrant of its directors and officers.

The amended and restated articles of incorporation of SAT Corporation provide that the liability of directors for monetary damages shall be eliminated to the fullest extent permissible under California law. The amended and restated articles of incorporation are silent with respect to indemnification by the registrant of its directors and officers.

The bylaws of SAT Corporation provide that the registrant shall indemnify any person who was or is a party or is threatened to be made a party to any action, suit or proceeding, whether civil, criminal, administrative or investigative (including any action or suit by or in the right of the registrant) by reason of the fact that such person is or was a director, officer, employee or agent, or, while such person is or was serving at the request of the registrant as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding, but in each case only if and to the extent permitted under applicable state or federal law. The indemnification provisions of the bylaws of SAT Corporation are not exclusive of any other rights to which those indemnified may be entitled, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs and personal representatives of such a person.

Colorado Registrants: Henry Bros. Electronics, Inc. (CO) and Real Time Logic, Inc. are incorporated under the laws of Colorado.

Sections 7-109-102 and 7-109-107 of the Colorado Business Corporation Act provide that a corporation may indemnify a person made a party to a proceeding because the person is or was a director or officer against liability incurred in the proceeding if the person's conduct was in good faith and the person reasonably believed: (i) in the case of conduct in an official capacity with the corporation, that the conduct was in the corporation's best interests and (ii) in all other cases, that the conduct was at least not opposed to the corporation's best interests; and (iii) in the case of any criminal proceeding, the person had no reasonable cause to believe the person's conduct was unlawful. A corporation may not indemnify a director or officer: (i) in connection with a proceeding by or in the right of the corporation in which the director or officer was adjudged liable to the corporation; or (ii) in connection with any other proceeding charging improper personal benefit to the director or officer, whether or not involving action in an official capacity, in which the director or officer was adjudged liable on the basis that personal benefit was improperly received by him or her. Sections 7-109-103 and 7-109-107 provide that, unless the registrant's articles of incorporation provide otherwise, indemnification is mandatory for a director or officer who was wholly successful, on the merits or otherwise, in the defense of any proceeding, against reasonable expenses incurred in connection therewith. The indemnification provisions of the Colorado Business Corporation Act are not exclusive and are deemed to be in addition to any provisions which may be contained in a corporation's articles of incorporation, bylaws, a resolution of its shareholders or board of directors, or in a contract or otherwise.

The articles of incorporation of Henry Bros. Electronics, Inc. (CO) provide that the registrant shall indemnify any director, officer, employee or agent, or any former director, officer, employee or agent, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement, actually and reasonably incurred in connection with such action, suit or proceeding, if the person (i) acted in good faith and (ii) in a manner reasonably believed to be in, or not opposed to, the best interests of

the corporation; and (iii) with respect to any criminal action or proceeding, the person had no reasonable cause to believe the person's conduct was unlawful. The articles of incorporation of Henry Bros. Electronics, Inc. (CO) further provide that the registrant shall indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action by or in the right of the corporation by reason of the fact that such person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or business entity against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action, if such person acted in good faith and in a manner such person reasonably believed to be in, or not opposed to, the best interests of the corporation, except that no indemnification shall be made in respect of any claim as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of such person's duty to the corporation.

The bylaws of Henry Bros. Electronics, Inc. (CO) provide that the registrant shall indemnify any person who was or is a party or is threatened to be made a party to any action, suit or proceeding, whether civil, criminal, administrative or investigative (including any action or suit by or in the right of the registrant) by reason of the fact that such person is or was a director, officer, employee or agent, or, while such person is or was serving at the request of the registrant as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding, but in each case only if and to the extent permitted under applicable state or federal law. The indemnification provisions of the bylaws of Henry Bros. Electronics, Inc. (CO) are not exclusive of any other rights to which those indemnified may be entitled, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs and personal representatives of such a person.

The articles of incorporation of Real Time Logic, Inc. provide that the registrant shall indemnify to the fullest extent permitted by applicable law in effect from time to time, any person, and the estate and personal representative of any such person, against all liability and expense (including attorneys' fees) incurred by reason of the fact that such person is or was a director or officer, or while serving as a director or officer, such person is or was serving at the request of the registrant as a director, officer, partner, trustee, employee, fiduciary, or agent of, or in any similar managerial or fiduciary position of, another domestic or foreign corporation or other individual or entity or of an employee benefit plan. The articles of incorporation further provide that the registrant shall also indemnify any person who is serving or has served the registrant as director, officer, employee, fiduciary, or agent, and that person's estate and personal representative, to the extent and in the manner provided in any bylaw, resolution of the shareholders or directors, contract, or otherwise, so long as such provision is legally permissible.

The bylaws of Real Time Logic, Inc. provide that the registrant shall indemnify any person who was or is a party or is threatened to be made a party to any action, suit or proceeding, whether civil, criminal, administrative or investigative (including any action or suit by or in the right of the registrant) by reason of the fact that such person is or was a director, officer, employee or agent, or, while such person is or was serving at the request of the registrant as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding, but in each case only if and to the extent permitted under applicable state or federal law. The indemnification provisions of the bylaws of Real Time Logic, Inc. are not exclusive of any other rights to which those indemnified may be entitled, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs and personal representatives of such a person.

Delaware Registrants:

(a) AI Metrix, Inc., Charleston Marine Containers, Inc., Digital Fusion, Inc., General Microwave Israel Corporation, Gichner Holdings, Inc., Gichner Systems Group, Inc., Gichner Systems International, Inc., Henry Bros. Electronics, Inc. (DE), Herley Industries, Inc., Herley-CTI, Inc., Herley-RSS, Inc., JMA Associates, Inc., Kratos Defense Engineering Solutions, Inc., Kratos Mid-Atlantic, Inc., Kratos Public Safety & Security Solutions, Inc., MSI Acquisition Corp., WFI NMC Corp. and Newpoint Technologies, Inc. are incorporated under the laws of Delaware.

Section 145 of the DGCL provides that a Delaware corporation may indemnify its directors, officers, employees and agents (or persons serving at our request as a director, officer, employee or agent of another entity) against expenses, judgments, fines, and settlements actually and reasonably incurred by them in connection with any civil, criminal, administrative, or investigative suit or action except actions by or in the right of the corporation if, in connection with the matters in issue, they acted in good faith and in a manner they reasonably believed to be in or not opposed to the best interests of the corporation, and in connection with any criminal suit or proceeding, if in connection with the matters in issue, they had no reasonable cause to believe their conduct was unlawful. Section 145 further provides that in connection with the defense or settlement of any action by or in the right of the corporation, a Delaware corporation may indemnify its directors, officers, employees and agents (or persons serving at our request as a director, officer, employee or agent of another entity) against expenses actually and reasonably incurred by them if, in connection with the matters in issue, they acted in good faith and in a manner they reasonably believed to be in or not opposed to the best interests of the corporation, except that no indemnification may be made in respect of any claim, issue, or matter as to which such person has been adjudged liable to the corporation unless the Delaware Court of Chancery or other court in which such action or suit is brought approves such indemnification. Section 145 further permits a Delaware corporation to grant its directors and officers additional rights of indemnification through bylaw provisions and otherwise, and/or purchase indemnity insurance on behalf of its directors and officers. Section 145 also provides that indemnification is mandatory for an officer or director who was successful, on the merits or otherwise, in the defense of any proceeding, or of any claim, issue or matter in such proceeding, against reasonable expenses (including attorneys' fees) actually and reasonably incurred in connection therewith. The DGCL additionally provides that these rights to indemnification and reimbursement or advancement of expenses shall continue as to a person who has ceased to be a director or officer (or other person indemnified hereunder) and shall inure to the benefit of the executors, administrators, legatees and distributees of such person. Further, the indemnification and advancement of expenses provided by, or granted pursuant to, the provisions of the DGCL shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office.

Section 102(b)(7) of the DGCL provides that a corporation's certificate of incorporation may contain a provision eliminating or limiting the personal liability of a director to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director; *provided* that such provision shall not eliminate or limit the liability of a director for any breach of the director's duty of loyalty, for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, for actions leading to improper personal benefit to the director, and for payment of dividends or approval of stock repurchases or redemptions that are unlawful under Delaware law.

The certificate of incorporation of each of AI Metrix, Inc., Charleston Marine Containers, Inc., Digital Fusion, Inc., General Microwave Israel Corporation, Gichner Holdings, Inc., Gichner Systems Group, Inc., Gichner Systems International, Inc., Henry Bros. Electronics, Inc. (DE), Herley-CTI, Inc., Herley-RSS, Inc., JMA Associates, Inc., Kratos Public Safety & Security Solutions, Inc., Kratos Defense Engineering Solutions, Inc., MSI Acquisition Corp. and WFI NMC Corp. exculpates the directors of

each of these registrants from liability to the fullest extent permitted by the DGCL. The certificate of incorporation of each of Kratos Mid-Atlantic, Inc. and Newpoint Technologies, Inc. is silent with respect to exculpation of directors from liability for monetary damages.

The organizational documents of all Delaware-incorporated registrants, except for Digital Fusion, Inc., Herley Industries, Inc. and Kratos Mid-Atlantic, Inc., obligate each of the registrants to indemnify their directors and officers to the fullest extent permitted under the DGCL. The bylaws of Digital Fusion, Inc. differ in that they provide that no indemnification shall be made in respect of any claim, issue or matter—whether or not it is by or in the right of the corporation—as to which the indemnitee shall have been adjudged to be liable to the corporation unless, and only to the extent that, a court determines that such person is fairly and reasonably entitled to indemnity for such expenses as the court deems proper. The certificate of incorporation of Kratos Mid-Atlantic, Inc. is silent with respect to the indemnification by the corporation of its directors and officers.

The bylaws of each of AI Metrix, Inc., Digital Fusion, Inc., Gichner Holdings, Inc., Gichner Systems Group, Inc., JMA Associates, Inc., and Kratos Defense Engineering Solutions, Inc. obligate each of the registrants to pay in advance of the final disposition of any proceeding the expenses, including attorneys' fees, incurred by a director or officer in defending or otherwise being involved in such proceeding, upon receipt of an undertaking by or on behalf of the director or officer to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the corporation. The bylaws of each of Kratos Public Safety & Security Solutions, Inc. and WFI NMC Corp. provide instead that each of the companies may pay in advance of the final disposition of any proceeding the expenses incurred by a director or officer in defending such proceeding, contingent upon the authorization of the board of directors and receipt of an undertaking by or on behalf of the director or officer to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the corporation. The bylaws of Charleston Marine Containers, Inc. provide that, if a person who may be entitled to indemnification requests that such person's expenses actually and reasonably incurred in connection with any proceeding, arbitration or investigation be paid by the registrant in advance of its final disposition, such request shall not be unreasonably refused, and a response to such request shall not be unreasonably delayed.

The bylaws of each of AI Metrix, Inc., Gichner Holdings, Inc., Gichner Systems Group, Inc., JMA Associates, Inc., Kratos Public Safety & Security Solutions, Inc., Kratos Defense Engineering Solutions, Inc., and WFI NMC Corp. further provide that each of the registrants may maintain insurance to protect itself and any director or officer of the registrant against any expenses, liabilities or losses, whether or not the corporation would have the power to indemnify such person against such expenses, liabilities or losses under the DGCL. The bylaws of Digital Fusion, Inc., on the other hand, mandate that the registrant purchase and maintain insurance on behalf of any person who is or was or has agreed to serve as a director or officer of the registrant against any liability asserted against and incurred by him or her or on his or her behalf in any such capacity, or arising out of his or her status as such, whether or not the registrant would have the power to indemnify him or her against such liability, so long as such insurance is available on acceptable terms as decided by the board of directors.

The bylaws of each of Gichner Holdings, Inc., Gichner Systems Group, Inc., JMA Associates, Inc., and Kratos Defense Engineering Solutions, Inc. provide that each of the registrants shall indemnify any director or officer in connection with any proceeding (or part thereof) initiated by such director or officer only if such proceeding (or part thereof) was authorized by the board of directors of the corporation, or, as for Kratos Defense Engineering Solutions, Inc., only if such proceeding was brought to establish or enforce a right to indemnification under any agreement, statute or law.

The bylaws of each of General Microwave Israel Corporation, Henry Bros. Electronics, Inc. (DE), Herley Industries, Inc., Herley-CTI, Inc., Herley-RSS, Inc., MSI Acquisition Corp. and Newpoint Technologies, Inc. provide that each of the registrants shall indemnify any person who was or is a party

or is threatened to be made a party to any action, suit or proceeding, whether civil, criminal, administrative or investigative (including any action or suit by or in the right of the registrant) by reason of the fact that such person is or was a director, officer, employee or agent, or, while such person is or was serving at the request of the registrant as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding, but in each case only if and to the extent permitted under applicable state or federal law. The indemnification provisions of the bylaws of each of General Microwave Israel Corporation, Henry Bros. Electronics, Inc. (DE), Herley Industries, Inc., Herley-CTI, Inc., Herley-RSS, Inc., MSI Acquisition Corp. and Newpoint Technologies, Inc. are not exclusive of any other rights to which those indemnified may be entitled, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs and personal representatives of such a person.

(b) Dallastown Realty I, LLC, Dallastown Realty II, LLC, SCT Acquisition, LLC, and SCT Real Estate, LLC are limited liability companies organized under the laws of Delaware.

Section 18-108 of the Delaware Limited Liability Company Act permits a limited liability company to indemnify any member or manager of the company from and against any and all claims and demands whatsoever.

Section 18-1101 of the Delaware Limited Liability Company Act permits a limited liability company to provide in its limited liability company agreement that a member, manager or other person shall not be liable for breach of contract and breach of duties to the limited liability company or to another member or manager or to another person that is a party to or is otherwise bound by the limited liability company agreement, except that a limited liability company agreement may not limit or eliminate liability for any act or omission that constitutes a bad faith violation of the implied contractual covenant of good faith and fair dealing.

The operating agreements of Dallastown Realty I, LLC, and Dallastown Realty II, LLC provide that each of the registrants shall indemnify and protect each member and manager against any and all claims, liabilities, costs and expenses (including but not limited to reasonable legal fees and costs) arising directly or indirectly from any suit, action, investigation or other proceeding (whether formal or informal) that is brought or threatened against a member or manager and is based on the acts or omissions of such member or manager on behalf of the registrant, unless such acts or omissions violate the operating agreement, constituted willful misconduct or resulted from a willful violation of criminal law. The registrant shall have no obligation to indemnify a member or manager to the extent, if any, that the member or manager is entitled to be indemnified by another source, such as, without limitation, an insurance company. If a member or manager incurs or pays an indemnified cost, the company shall reimburse the member or manager for the full amount of such indemnified cost.

The amended and restated limited liability company operating agreement of SCT Acquisition, LLC provides that the registrant shall indemnify, save harmless, and pay all judgments and claims against any member, officer, employee, advisor or agent relating to any liability or damage incurred by reason of any act performed or omitted to be performed by such member, officer, employee, advisor or agent in connection with the business of the corporation, including attorneys' fees incurred by such member, officer, employee, advisor or agent in connection with the defense of any action based on any such act or omission. The operating agreement provides further that the registrant shall indemnify, save harmless, and pay all expenses, costs or liabilities of any member, officer, employee, advisor or agent who for the benefit of the corporation makes any deposit, acquires any option, or makes any other similar payment or assumes any obligation in connection with any property proposed to be acquired by the corporation and who suffers any financial loss as the result of such action.

The amended and restated limited liability company agreement of SCT Real Estate, LLC provides that the registrant shall indemnify any member or officer for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such member or officer, other than fraudulent acts or omissions or those resulting from willful misconduct by such officer; *provided* that, any indemnity shall be provided out of and to the extent of company assets only and no member shall have personal liability on account thereof.

Florida Registrant: DEI Services Corporation, Digital Fusion Solutions, Inc., and Micro Systems, Inc. are incorporated under the laws of Florida.

Section 607.0850 of the Florida Business Corporation Act provides that a corporation shall have power to indemnify any person who was or is a party to any proceeding (other than an action by, or in the right of, the corporation) by reason of the fact that he is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust or other enterprise, against liability incurred in connection with such proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the corporation and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. A corporation may indemnify officers and directors in an action by or in the right of the corporation under the same conditions against expenses and amounts paid in settlement not exceeding, in the judgment of the board of directors, the estimated expense of litigating the proceeding to conclusion, actually and reasonably incurred in connection with the defense or settlement of such proceeding, including any appeal thereof, except that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable unless judicially approved. Section 607.0850 of the Florida Business Corporation Act also provides that to the extent that a director, officer, employee, or agent of a corporation has been successful on the merits or otherwise in defense of any proceeding, claim, issue or matter referred to above, he must be indemnified against expenses actually and reasonably incurred.

Section 607.0831 of the Florida Business Corporation Act provides that a director shall not be personally liable for monetary damages to the corporation or any other person for any statement, vote, decision or failure to act regarding corporate management or policy by such director, unless the director breached or failed to perform his or her duties as a director and the director's breach of, or failure to perform, those duties constitutes: (i) a violation of criminal law, unless the director had reasonable cause to believe his or her conduct was lawful or had no reasonable cause to believe his or her conduct was unlawful; (ii) a transaction from which the director derived an improper personal benefit, either directly or indirectly; (iii) a circumstance under which the director is liable for unlawful distributions; (iv) in a proceeding by or in the right of the corporation to procure a judgment in its favor or by or in the right of a shareholder, conscious disregard for the best interest of the corporation, or willful misconduct; or (v) in a proceeding by or in the right of someone other than the corporation or a shareholder, recklessness or an act or omission which was committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

The articles of incorporation of DEI Services Corporation provide that the registrant shall indemnify any present or former officer or director, or person exercising any duties of an officer or director, and shall advance expenses on behalf of any such officer, director or other person, in each case, to the fullest extent permitted by Florida law.

The bylaws of DEI Services Corporation are silent with respect to exculpation of directors from liability for monetary damages and indemnification by the registrant of its directors and officers.

The articles of incorporation and the bylaws of Digital Fusion Solutions, Inc. provide that the registrant shall indemnify any officer or director, or any former officer or director, to the full extent permitted by Florida law, including the advancement of related expenses, if such director or officer complies with the standard of conduct required by Florida law, as is described above. The bylaws provide further that the foregoing right of indemnification shall not be exclusive of other rights to which the director or officer, his heirs or personal representatives may be entitled and that the registrant may purchase insurance for the purpose of indemnifying directors and officers.

The articles of incorporation of Micro Systems, Inc. are silent with respect to exculpation of directors from liability for monetary damages and indemnification by the registrant of its directors and officers.

The bylaws of Micro Systems, Inc. provide that the registrant shall indemnify any person who was or is a party to any proceeding (other than an action by, or in the right of, the registrant) by reason of the fact that he is or was a director or officer of the registrant, or is or was serving at the request of the registrant as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines, penalties and amounts paid in settlement actually and reasonably incurred in connection with such proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the registrant and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The indemnification provisions provided by the bylaws of Micro Systems, Inc. are not deemed exclusive of any other rights to which a director or officer may be entitled under the articles of incorporation, bylaws, any resolution of stockholders or directors, any agreement or otherwise, and shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Georgia Registrant: Kratos Southeast, Inc. is incorporated under the laws of Georgia.

Sections 14-2-851 and 14-2-857 of the Georgia Business Corporation Code provide that a corporation may indemnify an individual who is made a party to a proceeding because he or she is or was a director or officer against liability incurred in the proceeding if: (1) the individual conducted himself or herself in good faith; and (2) the individual reasonably believed: (A) in the case of conduct in his or her official capacity with the corporation, that the conduct was in the corporation's best interests; and (B) in all other cases, that the conduct was at least not opposed to the corporation's best interests; and (C) in the case of any criminal proceeding, the individual had no reasonable cause to believe that his or her conduct was unlawful. A corporation may not indemnify a director or officer: (1) in connection with a proceeding by or in the right of the corporation, except for reasonable expenses incurred in connection with the proceeding if it is determined that the director has met the relevant standard described above; or (2) in connection with any proceeding with respect to conduct for which he or she was adjudged liable on the basis that personal benefit was improperly received by him or her, whether or not involving action in his or her official capacity. Sections 14-2-854 and 14-2-857 provide that indemnification is mandatory for an officer or director who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which he or she was a party because he or she was a director of the corporation against reasonable expenses incurred by the director in connection with the proceeding.

Section 14-2-202(b)(4) of the Georgia Business Corporation Code permits a corporation to provide in its articles of incorporation that a director of the corporation shall not be personally liable to the corporation or its shareholders for monetary damages for any action taken or any failure to take any action as a director, except for (a) any appropriation, in violation of his or her duties, of any business opportunity of the corporation; (b) acts or omissions which involve intentional misconduct or a knowing violation of law; (c) liability for unlawful distributions; or (iv) any transaction from which the director

received an improper personal benefit. Section 14-2-842 of the Georgia Business Corporation Code provides that an officer shall not be liable to the corporation or to its shareholders for any action taken as an officer or any failure to take any action if such officer performed the duties of the office (i) in a manner he or she believes in good faith to be in the best interests of the corporation and (ii) with the care an ordinarily prudent person in a like position would exercise under similar circumstances.

The articles of incorporation and the bylaws of Kratos Southeast, Inc. exculpate the directors from liability for monetary damages to the fullest extent permitted by Georgia law.

The articles of incorporation also provide that the registrant shall, to the fullest extent permitted by the provisions of the Georgia Business Corporation Code, indemnify any and all persons whom it shall have power to indemnify from and against any and all of the expenses, liabilities or other matters referred to in, or covered by, Georgia law, and any such indemnification shall not be deemed exclusive of rights to which those indemnified may be entitled under any bylaw, vote of shareholders or disinterested directors, or otherwise, both as to action in their official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

The bylaws provide also that expenses incurred in any claim, action, suit or proceeding may only be paid or reimbursed by the registrant in advance of the final disposition of such claim, action, suit or proceeding if authorized by the board of directors or shareholders upon receipt from the director or officer of (i) a written affirmation of his good faith belief either that he has met the relevant standard of conduct set forth in the Georgia Business Corporation Code or that the proceeding involves conduct for which liability has been eliminated under a provision of the articles of incorporation, and (ii) a written undertaking by such person to repay such advances if it ultimately shall be determined that such director or officer is not entitled to be indemnified. Additionally, the registrant may also purchase and maintain insurance, at its expense, on behalf of an individual who is or was a director or officer of the registrant against liability asserted against or incurred by him in any such capacity or arising from his status as a director or officer, whether or not the registrant would have the power to indemnify him against the same liability under its bylaws.

Indiana Registrants:

(a) Haverstick Consulting, Inc. and HGS Holdings, Inc. are incorporated under the laws of Indiana.

Sections 23-1-37-8 and 23-1-37-13 of the Indiana Business Corporation Law authorizes a corporation to indemnify an individual made a party to a proceeding because the individual is or was a director or officer against liability and reasonable expense incurred in the proceeding if the individual's conduct was in good faith and the individual reasonably believed: (A) in the case of conduct in the individual's official capacity with the corporation, that the individual's conduct was in its best interests; and (B) in all other cases, that the individual's conduct was at least not opposed to its best interests. In the case of any criminal proceeding a corporation may indemnify a director or officer if he or she either: (A) had reasonable cause to believe the individual's conduct was lawful; or (B) had no reasonable cause to believe the individual's conduct was unlawful. Unless limited by its articles of incorporation, a corporation must indemnify a director who is wholly successful, on the merits or otherwise, in the defense of any proceeding to which the director was a party because the director is or was a director of the corporation against reasonable expenses incurred by the director in connection with the proceeding. The indemnification explicitly provided for by the Indiana Business Corporation Law does not exclude any other rights to indemnification and advance for expenses that a person may have under a corporation's articles of incorporation or bylaws, a resolution of the board of directors or of the shareholders, or any other authorization by a majority vote of all the voting shares of the corporation.

Section 23-1-35-1(e) of the Indiana Business Corporation Law provides that a director shall not be liable for any action taken as a director or any failure to take any action, regardless of the nature of the alleged breach of duty, unless (i) the director has breached or failed to perform the duties of the director's office (1) in good faith, (2) with the care an ordinarily prudent person in a like position would exercise under similar circumstances and (3) in a manner the director reasonably believes to be in the best interests of the corporation and (ii) the breach or failure to perform constitutes willful misconduct or recklessness.

The articles of incorporation of each of Haverstick Consulting, Inc. and HGS Holdings, Inc. provide that the directors shall be immune from personal liability for any action taken as a director, or any failure to take any action, to the fullest extent permitted by the provisions of and the general principles of the Indiana Business Corporation Law.

The bylaws of each of Haverstick Consulting, Inc. and HGS Holdings, Inc. also authorize the indemnification provisions described above to the fullest extent permitted under Indiana law.

(b) Rocket Support Services LLC is a limited liability company organized under the laws of Indiana.

Section 23-18-2-2 of the Indiana Business Flexibility Act provides that, unless the limited liability company's articles of organization provide otherwise, every limited liability company has power to indemnify and hold harmless any member, manager, agent, or employee from and against any and all claims and demands, except in the case of action or failure to act by the member, agent, or employee which constitutes willful misconduct or recklessness and subject to any standards and restrictions set forth in a written operating agreement. Section 23-18-4-4 of the Indiana Business Flexibility Act provides that a written operating agreement may provide for indemnification of a member or manager for monetary damages for judgments, settlements, penalties, fines, or expenses incurred in a proceeding to which a person is a party because the person is or was a member or manager.

Section 23-18-4-2(a) of the Indiana Business Flexibility Act provides that, unless otherwise provided in a written operating agreement, a member or manager cannot be liable for damages to the limited liability company or to the members of the limited liability company for any action taken or failure to act on behalf of the limited liability company, unless the act or omission constitutes willful misconduct or recklessness.

The operating agreement of Rocket Support Services LLC provides that the registrant is obligated to indemnify the manager and any officer of the company against any liability or expense incurred with respect to claims asserted against the manager or such officer by reason of being the manager or officer of the registrant or arising out of or in connection with any action taken or failure to act for or on behalf of the registrant to the fullest extent permitted by law.

Maryland Registrants:

(a) Reality Based IT Services, Ltd., Integral Systems, Inc. and Lumistar, Inc. are incorporated under the laws of Maryland.

Section 2-418 of the Maryland General Corporation Law permits indemnification of any officer or director made a party to any proceeding by reason of service as an officer or director unless it is established that: (i) the act or omission of such person was material to the matter giving rise to the proceeding and was committed in bad faith or was the result of active and deliberate dishonesty; (ii) such person actually received an improper personal benefit in money, property or services; or (iii) in the case of any criminal proceeding, such person had reasonable cause to believe that the act or omission was unlawful. The indemnity may be against judgments, penalties, fines, settlements and reasonable expenses (including attorneys' fees) actually incurred by the director or officer in connection with the proceeding; but, if the proceeding is one by or in the right of the corporation, indemnification is not permitted with respect to any proceeding in which the director or officer has been adjudged to

be liable to the corporation. If the proceeding is one charging improper personal benefit to the director or officer, whether or not involving action in the director's or officer's official capacity, indemnification of the director or officer is not permitted if the director or officer was adjudged to be liable on the basis that personal benefit was improperly received. Unless limited by its charter, under section 2-418 of the Maryland General Corporation Law, a corporation is required to indemnify a director for reasonable expenses incurred if such individual has been successful, on the merits or otherwise, in defense of any proceeding arising out of such individual's official capacity. Indemnification under the provisions of Maryland law is not deemed exclusive of any other rights, by indemnification or otherwise, to which a director or officer may be entitled under the charter, bylaws, any resolution of stockholders or directors, any agreement or otherwise.

Section 2-405.1 of the Maryland General Corporation Law and Section 5-417 of the Maryland Courts and Judicial Proceedings Article provide that a director shall have no liability by reason of being or having been a director of a corporation if such director performs his or her duties (i) in good faith, (ii) in a manner he or she reasonably believes to be in the best interests of the corporation and (iii) with the care that an ordinarily prudent person in a like position would use under similar circumstances.

The articles of incorporation and the bylaws of Reality Based IT Services, Ltd. are silent with respect to exculpation of directors from liability for monetary damages and indemnification by the registrant of its directors and officers.

The articles of restatement of Integral Systems, Inc. provide that the registrant shall indemnify any director, officer, employee or agent, or any former director, officer, employee or agent, to the extent permitted by Maryland law, who has been made, or is threatened to be made, a party to an action, suit or proceeding, whether civil, criminal, administrative, investigative or otherwise, by reason of the fact that the person is or was a director, officer, employee or agent, or a fiduciary within the meaning of the Employee Retirement Income Security Act of 1974 with respect to an employee benefit plan of the registrant, or serves or served at the request of the registrant as a director or officer, or as a fiduciary of an employee benefit plan of another corporation, partnership, joint venture, trust or other enterprise, or as an employee or agent, except in relation to matters as to which such person is adjudged in such action, suit or proceeding or otherwise determined to be liable for negligence or misconduct in the performance of duty.

The articles of incorporation of Lumistar, Inc. provide that the registrant shall indemnify (i) its directors and officers, whether serving the registrant or at its request any other entity, to the full extent required or permitted by the General Laws of the State of Maryland now or hereafter in force, including the advance of expenses under the procedures and to the full extent permitted by law and (ii) other employees and agents to such extent as shall be authorized by the board of directors or the registrant's bylaws and be permitted by law. The indemnification provisions of the articles of incorporation of Lumistar, Inc. are not exclusive of any other rights to which those seeking indemnification may be entitled. The articles of incorporation further provide that to the fullest extent permitted by Maryland statutory or decisional law, as amended or interpreted, no director or officer shall be personally liable to the registrant or it stockholders for money damages.

The bylaws of Integral Systems, Inc. and Lumistar, Inc. provide that the registrant shall indemnify any person who was or is a party or is threatened to be made a party to any action, suit or proceeding, whether civil, criminal, administrative or investigative (including any action or suit by or in the right of the registrant) by reason of the fact that such person is or was a director, officer, employee or agent, or, while such person is or was serving at the request of the registrant as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding, but in each case only if and

to the extent permitted under applicable state or federal law. The indemnification provisions of the bylaws of Integral Systems, Inc. and Lumistar, Inc. are not exclusive of any other rights to which those indemnified may be entitled, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs and personal representatives of such a person.

(b) IRIS Acquisition Sub LLC is a limited liability company organized under the laws of Maryland.

Under Section 4A-203 of the Maryland Limited Liability Company Act, a limited liability company has the power to indemnify and hold harmless any member, agent or employee from and against any and all claims and demands, except in the case of action or failure to act by the member, agent or employee which constitutes willful misconduct or recklessness, and subject to the standards and restrictions, if any, set forth in the articles of organization or operating agreement.

The operating agreement of IRIS Acquisition Sub LLC provides that the registrant shall not be liable, responsible, or accountable, in damages or otherwise, to the registrant for any act performed by the registrant within the scope of the authority conferred on it by the operating agreement, except for fraud, gross negligence, or an intentional breach of the operating agreement. The operating agreement further provides that the registrant shall indemnify any member for any act performed by such member within the scope of the authority conferred on the general manager by the operating agreement, except for fraud, gross negligence, or an intentional breach of the operating agreement. Additionally, the operating agreement provides that the registrant shall indemnify and hold harmless and advance expenses to, to the fullest extent to which such persons are entitled to be indemnified and held harmless under the Maryland General Corporation Law, each present and former officer, director or employee of Integral Systems, Inc. (the "Predecessor"), and its subsidiaries, against all claims, losses, liabilities, damages, judgments, inquiries, fines and reasonable fees, costs and expenses, including attorneys' fees and disbursements, incurred in connection with any claim, action, suit, proceeding or investigation, whether civil, criminal, administrative or investigative, arising out of or pertaining to the fact that such person is or was an officer, director, employee, fiduciary or agent of the Predecessor or any of its subsidiaries or is or was serving at the request of the Predecessor or any of its subsidiaries as a director, officer, employee, fiduciary or agent of another corporation, partnership, joint venture, trust or other enterprise or non-profit entity to the fullest extent permitted under applicable law. Any indemnity shall be provided out of and to the extent of the assets of the registrant only.

Nevada Registrant: LVDM, Inc.

Section 78.7502 of the Nevada Revised Statutes ("Section 78.7502") provides that a corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, except an action by or in the right of the corporation, by reason of the fact that the person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with the action, suit or proceeding if the person: (i) is not liable pursuant to Section 78.138 of the Nevada Revised Statutes ("Section 78.138); or (ii) acted in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the conduct was unlawful.

Section 78.7502 also provides that a corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that the person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the

corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses, including amounts paid in settlement and attorneys' fees actually and reasonably incurred by the person in connection with the defense or settlement of the action or suit if the person: (i) is not liable pursuant to Section 78.138; or (ii) acted in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the corporation.

Further, indemnification may not be made for any claim, issue or matter as to which such a person has been adjudged by a court of competent jurisdiction, after exhaustion of all appeals therefrom, to be liable to the corporation or for amounts paid in settlement to the corporation, unless and only to the extent that the court in which the action or suit was brought or other court of competent jurisdiction determines upon application that in view of all the circumstances of the case, the person is fairly and reasonably entitled to indemnity for such expenses as the court deems proper.

Additionally, to the extent that a director, officer, employee or agent of a corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to above, or in defense of any claim, issue or matter therein, the corporation shall indemnify him or her against expenses, including attorneys' fees, actually and reasonably incurred by him or her in connection with the defense.

Section 78.751 of the Nevada Revised Statutes ("Section 78.751") provides that the articles of incorporation, the bylaws or an agreement made by the corporation may provide that the expenses of officers and directors incurred in defending a civil or criminal action, suit or proceeding must be paid by the corporation as they are incurred and in advance of the final disposition of the action, suit or proceeding, upon receipt of an undertaking by or on behalf of the director or officer to repay the amount if it is ultimately determined by a court of competent jurisdiction that the director or officer is not entitled to be indemnified by the corporation. The provisions of Section 78.751 do not affect any rights to advancement of expenses to which corporate personnel other than directors or officers may be entitled under any contract or otherwise by law.

The indemnification authorized by Section 78.7502 and advancement of expenses authorized in or ordered by a court pursuant to Section 78.7502 is not exclusive of any other rights to which those indemnified may be entitled, subject to certain exceptions, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

The articles of incorporation of LVDM, Inc. are silent with respect to exculpation of directors from liability for monetary damages and indemnification by the registrant of its directors and officers.

The bylaws of LVDM, Inc. provide that the registrant shall indemnify any person who was or is a party or is threatened to be made a party to any action, suit or proceeding, whether civil, criminal, administrative or investigative (including any action or suit by or in the right of the registrant) by reason of the fact that such person is or was a director, officer, employee or agent, or, while such person is or was serving at the request of the registrant as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding, but in each case only if and to the extent permitted under applicable state or federal law. The indemnification provisions of the bylaws of LVDM, Inc. are not exclusive of any other rights to which those indemnified may be entitled, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs and personal representatives of such a person.

New Jersey Registrants: Airorlite Communications, Inc. and Henry Bros. Electronics, Inc. (NJ) are incorporated under the laws of New Jersey.

Section 14A:3-5 of the New Jersey Business Corporation Act authorizes a corporation to indemnify a corporate agent against expenses and liabilities in connection with any proceeding involving the corporate agent by reason of his being or having been a corporate agent, if such corporate agent (i) acted in good faith and (ii) in a manner reasonably believed to be in or not opposed to the best interests of the corporation; and (iii) with respect to any criminal proceeding, such corporate agent had no reasonable cause to believe such corporate agent's conduct was unlawful.

The articles of incorporation of Henry Bros. Electronics, Inc. (NJ) provides that the registrant shall indemnify any and all corporate agents (as defined in Sections 14A:3-5 of the New Jersey Business Corporation Act) to the fullest extent permitted by Section 14A:3-5 of the New Jersey Business Corporation Act and that the indemnification provided for in such articles shall continue as to a person who has ceased to be a corporate agent and shall inure to the benefit of the heirs, executors, administrators and personal representatives of such corporate agent. The bylaws of Henry Bros. Electronics, Inc. (NJ) are silent with respect to exculpation of directors from liability for monetary damages and indemnification by the registrant of its directors and officers.

The bylaws of Airorlite Communications, Inc. provide that the registrant shall indemnify to the fullest extent permitted by law, any person in an action (including actions by or in right of the corporation) by reason of the fact that such person is or was a director or officer of the corporation against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees actually and necessarily incurred as a result of an action or proceeding, civil or criminal, and expenses incurred by such person in defending or settling such action or proceeding.

New York Registrants: Diversified Security Solutions, Inc. and General Microwave Corporation are incorporated under the laws of New York.

Sections 721 and 722 of the New York Business Corporation Law provide that a corporation may indemnify any person made, or threatened to be made, a party to an action or proceeding, whether civil or criminal, by reason of the fact that he was a director or officer of the corporation, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees actually and necessarily incurred as a result of such action or proceeding, or any appeal therein, if such director or officer acted in good faith and for a purpose which he reasonably believed to be in the best interests of the corporation and, in criminal actions or proceedings, in addition, had no reasonable cause to believe that his conduct was unlawful. The indemnification provisions of the New York Business Corporation Law are not exclusive and are deemed to be in addition to any provisions which may be contained in a corporation's certificate of incorporation, bylaws, a resolution of its shareholders or board of directors, or in an agreement providing for such indemnification; *provided* that no indemnification may be made to or on behalf of any director or officer if a judgment or other final adjudication adverse to the director or officer establishes that his acts were committed in bad faith or were the result of active and deliberate dishonesty and were material to the cause of action so adjudicated, or that he personally gained in fact a financial profit or other advantage to which he was not legally entitled.

The certificate of incorporation and the bylaws of Diversified Security Solutions, Inc. are silent with respect to exculpation of directors from liability for monetary damages and indemnification by the registrant of its directors and officers.

The certificate of incorporation of General Microwave Corporation provides that the registrant may indemnify each person who at any time is or shall have been a director or officer of the corporation and is threatened to be or is made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he

is or was a director or officer of the corporation, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred in connection with any such threatened, pending or completed action, suit or proceeding to the full extent authorized by New York law.

The bylaws of General Microwave Corporation provide that the registrant shall indemnify any person who was or is a party or is threatened to be made a party to any action, suit or proceeding, whether civil, criminal, administrative or investigative (including any action or suit by or in the right of the registrant) by reason of the fact that such person is or was a director, officer, employee or agent, or, while such person is or was serving at the request of the registrant as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding, but in each case only if and to the extent permitted under applicable state or federal law. The indemnification provisions of the bylaws of General Microwave Corporation are not exclusive of any other rights to which those indemnified may be entitled, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs and personal representatives of such a person.

Ohio Registrant: Haverstick Government Solutions, Inc. is incorporated under the laws of Ohio.

Section 1701.13(E)(1) of the Ohio Revised Code provides that a corporation may indemnify or agree to indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending, or completed proceeding (other than an action by or in the right of the corporation) by reason of the fact that such person is or was a director or officer of the corporation, against expenses and liability reasonably incurred by the director or officer in connection with such proceeding if the director or officer acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe that this conduct was unlawful. In connection with any threatened, pending, or completed proceeding, by or in the right of the corporation to procure a judgment in its favor, no indemnification shall be made (subject to certain exceptions) if: (a) such person shall have been adjudged to be liable for negligence or misconduct in the performance of the person's duty to the corporation unless and only to the extent that the court in which the proceeding was brought shall determine upon application that, despite the adjudication of liability, in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as such court shall deem proper; or (b) the only liability asserted against a director in a proceeding is for the director voting for or assenting to the following: the payment of a dividend or distribution, the making of a distribution of assets to shareholders, or the purchase or redemption of the corporation's own shares in violation of Ohio law or the corporation's articles of incorporation; a distribution of assets to shareholders during the winding up of the affairs of the corporation, or on dissolution or otherwise, without the payment of all known obligations of the corporation or without making adequate provision for their payment; or the making of a loan, other than in the usual course of business, to an officer, director or shareholder of the corporation other than in the case of at the time of the making of the loan, a majority of the disinterested directors of the corporation voted for the loan and taking into account the terms and provisions of the loan and other relevant factors, determined that the making of the loan could reasonably be expected to benefit the corporation. The Ohio Revised Code further provides that, to the extent that a director, trustee, officer, employee, member, manager, or agent has been successful on the merits or otherwise in defense of any action, suit, or proceeding, or in defense of any claim, issue, or matter therein, the corporation must indemnify him against expenses, including attorney's fees, actually and reasonably incurred by him in connection with the action, suit, or proceeding.

Section 1701.59(D) of the Ohio Revised Code provides that, unless otherwise provided in the articles of incorporation or bylaws, a director shall be liable in damages for any action that the director takes or fails to take as a director only if it is proved by clear and convincing evidence in a court of competent jurisdiction that the director's action or failure to act involved an act or omission undertaken with deliberate intent to cause injury to the corporation or undertaken with reckless disregard for the best interests of the corporation.

The bylaws of Haverstick Government Solutions, Inc. provide that the registrant shall indemnify each person who is made or threatened to be made a party to any proceeding, whether brought by or in the right of the registrant, by reason of the fact that such person is or was a director or officer, against all costs and expenses actually and reasonably incurred by such person concerning, or in connection with, the defense of any claim asserted or suit or proceeding brought against such person by reason of that person's conduct, actions or inaction in such capacity, at the time of incurring such costs or expenses, except costs and expenses incurred in relation to matters as to which such person shall have been willfully derelict in the performance of such person's duty, as determined by the final adjudication of such proceeding or, in a matter not falling within above, as determined by a majority of disinterested members of the board of directors or a majority of a committee of disinterested shareholders of the registrant. The registrant may also make advances against costs, expenses and fees, as and upon the terms, determined by the board of directors. The bylaws also provide that, to the extent any of these indemnification provisions prove to be ineffective for any reason in furnishing the indemnification provided, each of the persons named above shall be indemnified by the registrant to the full extent authorized by Ohio law.

Registrants in Texas:

(a) Kratos Texas, Inc. is incorporated under the laws of Texas.

Article 2.02-1 of the Texas Business Corporation Act provides that any director or officer of a Texas corporation may be indemnified against judgments, penalties, fines, settlements and reasonable expenses actually incurred by the person in connection with or in defending any action, suit or proceeding in which he was, is, or is threatened to be made a named defendant by reason of his position as director or officer; *provided* that: (1) he conducted himself in good faith; and (2) he reasonably believed that, in the case of conduct in his official capacity as a director or officer of the corporation, such conduct was in the corporation's best interests, and, in all other cases, that such conduct was at least not opposed to the corporation's best interests; and (3) in the case of a criminal proceeding, he had no reasonable cause to believe his conduct was unlawful. A corporation may indemnify a director or officer in respect of a proceeding in which he is found liable on the basis that personal benefit was improperly received by him, whether or not the benefit resulted from an action taken in his official capacity, or in which he is found liable to the corporation, but the indemnification is limited to reasonable expenses actually incurred by him in connection with the proceeding and shall not be made in respect of any proceeding in which he shall have been found liable for willful or intentional misconduct in the performance of his duty to the corporation. If a director or officer is wholly successful, on the merits or otherwise, in connection with such a proceeding, such indemnification is mandatory.

Section 7.001 of the Texas Business Organizations Code provides that the articles of incorporation of a corporation may provide that directors are not liable, or are liable only to the extent provided by the articles of incorporation, to the corporation for monetary damages for an act or omission by the person in the person's capacity as a director, except to the extent the director is found liable for (i) a breach of the person's duty of loyalty, if any, to the corporation or the stockholders, (ii) an act or omission not in good faith that either constitutes a breach of duty of the director to the corporation or involves intentional misconduct or a knowing violation of law, (iii) a transaction from which the person received an improper benefit, regardless of whether the benefit resulted from an action taken within

the scope of the person's duties, or (iv) an act or omission for which the liability of a director is expressly provided by an applicable statute.

The articles of incorporation of Kratos Texas, Inc. exculpate the directors of the registrant from liability for monetary damages to the fullest extent permitted by Texas law.

The articles of incorporation of Kratos Texas, Inc. also provide that the registrant (a) must indemnify directors to the extent permitted under Texas law, and (b) agrees to advance the reasonable expenses of a director after the registrant receives a written affirmation by the director of his good faith belief that he has met the standard of conduct necessary for indemnification and a written undertaking by or on behalf of the director to repay the amount paid or reimbursed if it is ultimately determined that he has not met that standard or if it is ultimately determined that indemnification of the director against expenses incurred by him in connection with that proceeding is prohibited. These indemnification rights are not exclusive of any other rights to which any director of the registrant may be entitled under any agreement, pursuant to a vote of the board of directors, any committee thereof or the shareholders, as a matter of law or otherwise, either as to action in his official capacity or as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director and shall inure to the benefit of the heirs, executors and administrators of such person.

The bylaws of Kratos Texas, Inc. further provide that the corporation shall indemnify to the maximum extent permitted by Texas law any director or officer who was or is a party or is threatened to be made a party to any proceeding by reason of the fact that he is or was a director or officer of the registrant against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such proceeding if: (i) in the case of a criminal proceeding, such person had no reasonable cause to believe the conduct of the person was unlawful, and (ii) in the case of any action other than one brought by or in the right of the registrant to procure a judgment in its favor, such person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation and, (iii) in the case of an action by or in the right of the registrant to procure a judgment in its favor, such person acted in good faith, in a manner such person believed to be in or not opposed to the best interests of this corporation and its shareholders. No indemnification shall be made in the case of an action by or in the right of the registrant to procure a judgment in its favor, however, with respect to any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the corporation, unless and only to the extent that the court in which such action or suit was brought shall determine upon application that such person is fairly and reasonably entitled to indemnity for such expenses as the court deems proper.

The bylaws of Kratos Texas, Inc. also establish that expenses incurred by an officer as well as a director in defending a proceeding may be paid by the registrant in advance of the final disposition of such proceeding as authorized by the board of directors upon receipt of an undertaking by or on behalf of the director or officer to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the corporation as authorized in these bylaws, and that these indemnification rights shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such person. The registrant is also entitled to purchase and maintain insurance on behalf of any person who is or was a director or officer against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the registrant would have the power to indemnify him against such liability under its bylaws.

(b) Kratos Southwest, L.P., is a limited partnership organized under the laws of Texas.

Section 11.02 of the Texas Revised Limited Partnership Act provides that a limited partnership may indemnify a person who was, is or is threatened to be made a named defendant or respondent in a proceeding because the person is or was a general partner of a limited partnership, and it is

determined that the person (i) acted in good faith, and (ii) reasonably believed, in cases regarding the person's conduct in the official capacity of general partner, that such conduct was in the best interests of the partnership, and in all other cases, that the person's conduct was at least not opposed to the partnership's best interests, and (iii) in the case of a criminal proceeding, the person had no reasonable cause to believe that the conduct was unlawful. Pursuant to Section 11.17 of the Texas Revised Limited Partnership Act, a limited partnership may further indemnify and advance expenses to a limited partner, employee, agent, or person serving at the request of the limited partnership as a representative of another enterprise, if so provided by the partnership agreement. The Texas Revised Limited Partnership Act is silent as to exculpation of partners.

The agreement of limited partnership of Kratos Southwest, L.P. provides that the general partner shall be indemnified and held harmless by the partnership, to the full extent permitted under the laws of the State of Texas, to the extent that the partnership assets are sufficient therefor, from and against any and all claims, demands, liabilities, costs, damages, and cause of action arising out of the general partners' management of the partnership affairs, except where the claim at issue is based upon gross negligence, bad faith, breach of any material provision of the partnership agreement, or willful misconduct of the general partner. The indemnification rights herein contained shall be cumulative of, and in addition to, any and all rights, remedies, and recourse to which the general partner shall be entitled. This indemnification shall include the payment of reasonable attorney's fees and other expenses incurred in settling or defending any claims, threatened action, or finally adjudicated legal proceedings. The liability of the limited partners shall be limited to the amount which they have contributed and agreed to contribute to the partnership, and the total amount of all capital contributions returned to such limited partner together with interest thereon necessary to discharge partnership liabilities to all creditors who extend credit or whose claims arose before such return.

Virginia Registrants: Defense Systems, Inc., DTI Associates, Inc., Henry Bros. Electronics, Inc. (VA), Stapor Research, Inc., Avtec Systems, Inc. and CVG, Incorporated are incorporated under the laws of Virginia.

Sections 13.1-697 and 13.1-702 of the Virginia Stock Corporation Act provides that a corporation may indemnify an individual made a party to a proceeding because he is or was a director or officer against liability incurred in the proceeding if the director conducted himself in good faith and believed: (a) in the case of conduct in his official capacity with the corporation, that his conduct was in its best interests; and (b) in all other cases, that his conduct was at least not opposed to its best interests; and (c) in the case of any criminal proceeding, he had no reasonable cause to believe his conduct was unlawful. A corporation may not indemnify a director under this section (i) in connection with a proceeding by or in the right of the corporation, except for reasonable expenses incurred in connection with the proceeding, if it is determined that the director has met the standard of conduct described above, or (ii) in connection with any other proceeding charging improper personal benefit to the director, whether or not involving action in his official capacity, in which he was adjudged liable on the basis that personal benefit was improperly received by him. Unless limited by its articles of incorporation, a corporation shall indemnify a director who entirely prevails in the defense of any proceeding to which he was a party because he is or was a director of the corporation against reasonable expenses incurred by him in connection with the proceeding. Any corporation also has the power to make any further indemnity beyond the provisions contained in the Virginia Stock Corporation Act, including indemnity with respect to a proceeding by or in the right of the corporation, and to make additional provision for advances and reimbursement of expenses, to any director or officer that may be authorized by the articles of incorporation or any bylaw, except an indemnity against (i) his willful misconduct, or (ii) a knowing violation of the criminal law.

Section 13.1-690(C) of the Virginia Stock Corporation Act provides that a director shall not be liable for any action taken as a director or any failure to take any action if such director performed the

duties of the office in accordance with his or her good faith business judgment of the best interests of the corporation.

The articles of incorporation of Defense Systems, Inc. provide that directors and officers shall only be liable for actions taken as a director or officer to the extent provided by the law of the Commonwealth of Virginia. Further, the registrant shall indemnify, to the fullest extent permitted and required by the Virginia Stock Corporation Act, its directors and officers who are made a party to any proceeding by reason of their office for acts or omissions performed in their official capacity.

The articles of incorporation of DTI Associates, Inc. provide that the registrant shall indemnify an individual against liability who has at any time served or serves as a director or officer of the registrant and is made a party to a proceeding because he is or was a director or officer of the registrant, if he conducted himself in good faith and believed his conduct to be in the best interests of the registrant or at least not opposed to its best interests, or had no reasonable cause to believe his conduct was unlawful. The registrant shall not indemnify an individual against liability in connection with any proceeding in which he is adjudged liable to the corporation or in which it is charged that personal benefit was improperly received by him, whether or not the action was performed in his official capacity.

The articles of incorporation of each of Henry Bros. Electronics, Inc. (VA) and Stapor Research, Inc. are silent with respect to exculpation of directors from liability for monetary damages and indemnification by the registrant of its directors and officers.

The bylaws of Henry Bros. Electronics, Inc. (VA) provide that the registrant shall indemnify any and all persons who may serve or have served at any time as directors or officers, and their respective heirs, administrators, successors and assigns, against any and all expenses (including attorneys' fees), and amounts paid in settlement (before or after suit is commenced), actually and necessarily incurred by such persons in connection with the defense or settlement of any claim, action, suit or proceeding in which they are made a party or which may be asserted against them by reason of being or having been directors or officers. The bylaws of Henry Bros. Electronics, Inc. (VA) further provide that the registrant shall have the power to make any other or further indemnity to such officer or director, or former officer or director, that may be authorized by the articles of incorporation or the bylaws of the registrant, or any resolution of its stockholders, except for indemnity against such person's gross negligence or willful misconduct.

The bylaws of Stapor Research, Inc. provide that the registrant shall indemnify any person who was or is a party or is threatened to be made a party to any action, suit or proceeding, whether civil, criminal, administrative or investigative (including any action or suit by or in the right of the registrant) by reason of the fact that such person is or was a director, officer, employee or agent, or, while such person is or was serving at the request of the registrant as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding, but in each case only if and to the extent permitted under applicable state or federal law. The indemnification provisions of the bylaws of Stapor Research, Inc. are not exclusive of any other rights to which those indemnified may be entitled, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs and personal representatives of such a person.

The amended and restated articles of incorporation of Avtec Systems, Inc. are silent with respect to exculpation of directors from liability for monetary damages and indemnification by the registrant of its directors and officers.

The amended and restated articles of incorporation of CVG, Incorporated provide that the registrant shall indemnify (i) any person who was or is a party to any proceeding, including a proceeding brought by a shareholder in the right of the registrant or brought by or on behalf of shareholders of the registrant, by reason of the fact that such person is or was a director or officer, or (ii) any director or officer who is or was serving at the request of the registrant as a director, trustee, partner or officer of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against any liability incurred by such person in connection with such proceeding unless such person engaged in intentional misconduct or a knowing violation of the criminal law. A person is considered to be serving an employee benefit plan at the registrant's request if such person's duties to the registrant also impose duties on, or otherwise involve services by, such person to the plan or to participants in or beneficiaries of the plan.

The bylaws of Avtec Systems, Inc. and CVG, Incorporated provide that the registrant shall indemnify any person who was or is a party or is threatened to be made a party to any action, suit or proceeding, whether civil, criminal, administrative or investigative (including any action or suit by or in the right of the registrant) by reason of the fact that such person is or was a director, officer, employee or agent, or, while such person is or was serving at the request of the registrant as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding, but in each case only if and to the extent permitted under applicable state or federal law. The indemnification provisions of the bylaws of Avtec Systems, Inc. and CVG, Incorporated are not exclusive of any other rights to which those indemnified may be entitled, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs and personal representatives of such a person.

Item 21. Exhibits and Financial Statement Schedules.

Exhibit Number	Exhibit Description	Incorporated by Reference			Filed—Furnished Herewith
		Form	Filing Date/ Period End Date	Exhibit	
3.1	Amended and Restated Certificate of Incorporation of Kratos Defense & Security Solutions, Inc.	10-Q	09/30/01	4.1	
3.2	Certificate of Ownership and Merger of Kratos Defense & Security Solutions, Inc. into Wireless Facilities, Inc.	8-K	09/12/07	3.1	
3.3	Certificate of Amendment to Amended and Restated Certificate of Incorporation of Kratos Defense & Security Solutions, Inc.	10-Q	09/27/09	3.1	
3.4	Certificate of Designations, Preferences and Rights of Series A Preferred Stock of Kratos Defense & Security Solutions, Inc.	10-Q	09/30/01	4.2	

Exhibit Number	Exhibit Description	Incorporated by Reference			Filed—Furnished Herewith
		Form	Filing Date/ Period End Date	Exhibit	
3.5	Certificate of Designations, Preferences and Rights of Series B Preferred Stock of Kratos Defense & Security Solutions, Inc. (included as Exhibit A to the Preferred Stock Purchase Agreement, dated as of May 16, 2002, by and among Kratos Defense & Security Solutions, Inc., Meritech Capital Partners II L.P., Meritech Capital Affiliates II L.P., MCB Entrepreneur Partners II L.P., Oak Investment Partners X, Limited Partnership, Oak X Affiliates Fund, Limited Partnership, Oak Investment Partners IX, L.P., Oak Affiliates Fund, L.P., Oak IX Affiliates Fund—A, L.P., and the KLS Trust dated July 14, 1999).	8-K/A	06/05/02	4.1	
3.6	Certificate of Designation of Series C Preferred Stock of Kratos Defense & Security Solutions, Inc.	8-K	12/17/04	3.1	
3.7	Second Amended and Restated Bylaws of Kratos Defense & Security Solutions, Inc.	8-K	03/15/11	3.1	
3.8	Second Amended and Restated Certificate of Incorporation of AI Metrix, Inc., as amended	S-4	06/28/10	3.8	
3.9	Bylaws of AI Metrix, Inc.	S-4	06/28/10	3.9	
3.10	Certificate of Incorporation of Airorlite Communications, Inc., as amended (f/k/a ACI Acquisition Inc.)	S-4	06/07/11	3.10	
3.11	Bylaws of Airorlite Communications, Inc. (f/k/a ACI Acquisition Inc.)	S-4	06/07/11	3.11	
3.12	Certificate of Incorporation of Charleston Marine Containers Inc.	S-4	06/28/10	3.10	
3.13	Bylaws of Charleston Marine Containers Inc.	S-4	06/28/10	3.11	
3.14	Certificate of Formation of Dallastown Realty I, LLC	S-4	06/28/10	3.12	
3.15	Restated Operating Agreement of Dallastown Realty I, LLC	S-4	06/28/10	3.13	
3.16	Certificate of Formation of Dallastown Realty II, LLC	S-4	06/28/10	3.14	
3.17	Restated Operating Agreement of Dallastown Realty II, LLC	S-4	06/28/10	3.15	
3.18	Amended and Restated Articles of Incorporation of Defense Systems, Incorporated	S-4	06/28/10	3.16	
3.19	Bylaws of Defense Systems, Incorporated	S-4	06/28/10	3.17	
3.20	Articles of Incorporation of DEI Services Corporation, as amended	S-4	06/07/11	3.20	

Exhibit Number	Exhibit Description	Incorporated by Reference			Filed—Furnished Herewith
		Form	Filing Date/ Period End Date	Exhibit	
3.21	Bylaws of DEI Services Corporation	S-4	06/07/11	3.21	
3.22	Amended and Restated Certificate of Incorporation of Digital Fusion, Inc.	S-4	06/28/10	3.18	
3.23	Amended and Restated Bylaws of Digital Fusion, Inc.	S-4	06/28/10	3.19	
3.24	Amended and Restated Articles of Incorporation of Digital Fusion Solutions, Inc., as amended	S-4	06/28/10	3.20	
3.25	Bylaws of Digital Fusion Solutions, Inc.	S-4	06/28/10	3.21	
3.26	Certificate of Incorporation of Diversified Security Solutions, Inc., as amended (f/k/a Henry Bros. Electronics, Inc.)	S-4	06/07/11	3.26	
3.27	Bylaws of Diversified Security Solutions, Inc. (f/k/a Henry Bros. Electronics, Inc.)	S-4	06/07/11	3.27	
3.28	Articles of Incorporation of DTI Associates, Inc., as amended (f/k/a Defense Technology Incorporated)	S-4	06/28/10	3.22	
3.29	Bylaws of DTI Associates, Inc. (f/k/a Defense Technology Incorporated)	S-4	06/28/10	3.23	
3.30	Certificate of Incorporation of General Microwave Corporation, as amended	S-4	06/07/11	3.30	
3.31	Certificate of Incorporation of General Microwave Israel Corporation	S-4	06/07/11	3.31	
3.32	Certificate of Incorporation of Gichner Holdings, Inc., as amended	S-4	06/28/10	3.24	
3.33	Bylaws of Gichner Holdings, Inc.	S-4	06/28/10	3.25	
3.34	Certificate of Incorporation of Gichner Systems Group, Inc., as amended (f/k/a Gichner Acquisition, Inc.)	S-4	06/28/10	3.26	
3.35	Bylaws of Gichner Systems Group, Inc. (f/k/a Gichner Acquisition, Inc.)	S-4	06/28/10	3.27	
3.36	Amended and Restated Certificate of Incorporation of Gichner Systems International, Inc., as amended (f/k/a Gichner Systems Group, Inc.)	S-4	06/28/10	3.28	
3.37	Bylaws of Gichner Systems International, Inc. (f/k/a Gichner Systems Group, Inc.)	S-4	06/28/10	3.29	
3.38	Fourth Amended and Restated Articles of Incorporation of Haverstick Consulting, Inc., as amended	S-4	06/28/10	3.30	
3.39	Amended and Restated Code of By-laws of Haverstick Consulting, Inc.	S-4	06/28/10	3.31	

Exhibit Number	Exhibit Description	Incorporated by Reference			Filed—Furnished Herewith
		Form	Filing Date/ Period End Date	Exhibit	
3.40	Articles of Incorporation of Haverstick Government Solutions, Inc., as amended (f/k/a AFK Acquisition, Co.)	S-4	06/28/10	3.32	
3.41	Regulations of Haverstick Government Solutions, Inc. (f/k/a AFK Acquisition, Co.)	S-4	06/28/10	3.33	
3.42	Articles of Incorporation of Henry Bros. Electronics, Inc., as amended (CA) (f/k/a Photo Scan Systems, Inc. and Photo-Scan Systems, Inc.)	S-4	06/07/11	3.42	
3.43	Bylaws of Henry Bros. Electronics, Inc., as amended (CA) (f/k/a Photo Scan Systems, Inc. and Photo-Scan Systems, Inc.)	S-4	06/07/11	3.43	
3.44	Articles of Incorporation of Henry Bros. Electronics, Inc., as amended (CO) (f/k/a Securus, Inc. and Photo-Scan of Colo., Inc.)	S-4	06/07/11	3.44	
3.45	Certificate of Incorporation of Henry Bros. Electronics, Inc., as amended (DE) (f/k/a Diversified Security Solutions, Inc. and IntegCom Corp.)	S-4	06/07/11	3.45	
3.46	Bylaws of Henry Bros. Electronics, Inc. (DE) (f/k/a Diversified Security Solutions, Inc. and IntegCom Corp.)	S-4	06/07/11	3.46	
3.47	Certificate of Incorporation of Henry Bros. Electronics, Inc., as amended (NJ) (f/k/a HBE Acquisition Corp.)	S-4	06/07/11	3.47	
3.48	Bylaws of Henry Bros. Electronics, Inc. (NJ) (f/k/a HBE Acquisition Corp.)	S-4	06/07/11	3.48	
3.49	Articles of Incorporation of Henry Bros. Electronics, Inc., as amended (VA) (f/k/a CIS Security Systems Corporation and Williams Systems)	S-4	06/07/11	3.49	
3.50	Bylaws of Henry Bros. Electronics, Inc. (VA) (f/k/a CIS Security Systems Corporation and Williams Systems)	S-4	06/07/11	3.50	
3.51	Articles of Organization of Henry Bros. Electronics, L.L.C., as amended (f/k/a Corporate Security Integration, LLC)	S-4	06/07/11	3.51	
3.52	Limited Liability Company Agreement of Henry Bros. Electronics, L.L.C. (f/k/a Corporate Security Integration, LLC)	S-4	06/07/11	3.52	
3.53	Amended and Restated Certificate of Incorporation of Herley Industries, Inc.	S-4	06/07/11	3.53	

Exhibit Number	Exhibit Description	Incorporated by Reference			Filed—Furnished Herewith
		Form	Filing Date/ Period End Date	Exhibit	
3.54	Certificate of Incorporation of Herley-CTI, Inc., as amended (f/k/a Syrix Corp.)	S-4	06/07/11	3.54	
3.55	Certificate of Incorporation of Herley-RSS, Inc.	S-4	06/07/11	3.55	
3.56	Articles of Incorporation of HGS Holdings, Inc.	S-4	06/28/10	3.34	
3.57	Bylaws of HGS Holdings, Inc.	S-4	06/28/10	3.35	
3.58	First Amended and Restated Certificate of Incorporation of JMA Associates, Inc., as amended	S-4	06/28/10	3.36	
3.59	Bylaws of JMA Associates, Inc.	S-4	06/28/10	3.37	
3.60	Amended and Restated Certificate of Incorporation of Kratos Defense Engineering Solutions, Inc., as amended (f/k/a Kratos Government Solutions, Inc., WFI Government Services, Inc. and High Technology Solutions, Inc.)	S-4	06/07/11	3.60	
3.61	Bylaws of Kratos Defense Engineering Solutions, Inc. (f/k/a Kratos Government Solutions, Inc., WFI Government Services, Inc. and High Technology Solutions, Inc.)	S-4	06/28/10	3.41	
3.62	Certificate of Incorporation of Kratos Mid-Atlantic, Inc., as amended (f/k/a Delmarva Systems Corp. and WFI Delaware, Inc.)	S-4	06/28/10	3.42	
3.63	Bylaws of Kratos Mid-Atlantic, Inc. (f/k/a Delmarva Systems Corp. and WFI Delaware, Inc.)	S-4	06/28/10	3.43	
3.64	Certificate of Incorporation of Kratos Public Safety & Security Solutions, Inc., as amended (f/k/a Kratos Commercial Solutions, Inc., SecurePlanet, Inc. and WFI Network Management Services Corp.)	S-4	06/07/11	3.64	
3.65	Amended and Restated Bylaws of Kratos Public Safety & Security Solutions, Inc. (f/k/a Kratos Commercial Solutions, Inc., SecurePlanet, Inc. and WFI Network Management Services Corp.)	S-4	06/28/10	3.39	
3.66	Amended and Restated Articles of Incorporation of Kratos Southeast, Inc., as amended	S-4	06/28/10	3.44	
3.67	Amended and Restated Bylaws of Kratos Southeast, Inc.	S-4	06/28/10	3.45	
3.68	Certificate of Limited Partnership of Kratos Southwest L.P., as amended (f/k/a Enco Systems Partnership, Ltd., WFI Texas Limited Partnership, Ltd. and WFI Southwest LP)	S-4	06/28/10	3.46	

Exhibit Number	Exhibit Description	Incorporated by Reference			Filed—Furnished Herewith
		Form	Filing Date/ Period End Date	Exhibit	
3.69	Agreement of Limited Partnership of Kratos Southwest L.P. (f/k/a Enco Systems Partnership, Ltd., WFI Texas Limited Partnership, Ltd. and WFI Southwest LP)	S-4	06/28/10	3.47	
3.70	Amended and Restated Articles of Incorporation of Kratos Technology & Training Solutions, Inc., as amended (f/k/a SYS)	S-4	06/07/11	3.70	
3.71	Bylaws of Kratos Technology & Training Solutions, Inc. (f/k/a/ SYS)	S-4	06/28/10	3.67	
3.72	Articles of Incorporation of Kratos Texas, Inc., as amended (f/k/a ENCO Systems, Inc., WFI Texas, Inc., Wireless Facilities II Texas, Inc. and Kratos Southwest, Inc.)	S-4	06/28/10	3.48	
3.73	Bylaws of Kratos Texas, Inc. (f/k/a ENCO Systems, Inc., WFI Texas, Inc., Wireless Facilities II Texas, Inc. and Kratos Southwest, Inc.)	S-4	06/28/10	3.49	
3.74	Articles of Incorporation of Madison Research Corporation, as amended	S-4	06/28/10	3.50	
3.75	Bylaws of Madison Research Corporation	S-4	06/28/10	3.51	
3.76	Restated Articles of Incorporation of Micro Systems, Inc., as amended	S-4	06/07/11	3.76	
3.77	Certificate of Incorporation of MSI Acquisition Corp.	S-4	06/07/11	3.77	
3.78	Articles of Incorporation of National Safe of California, as amended (f/k/a Protection Equipment Corporation)	S-4	06/07/11	3.78	
3.79	Bylaws of National Safe of California (f/k/a Protection Equipment Corporation)	S-4	06/07/11	3.79	
3.80	Second Amended and Restated Articles of Incorporation of Polexis, Inc., as amended	S-4	06/28/10	3.52	
3.81	Bylaws of Polexis, Inc., as amended	S-4	06/28/10	3.53	
3.82	Articles of Incorporation of Reality Based IT Services, Ltd., as amended	S-4	06/28/10	3.54	
3.83	Amended and Restated Bylaws of Reality Based IT Services, Ltd.	S-4	06/28/10	3.55	
3.84	Articles of Organization of Rocket Support Services, LLC	S-4	06/28/10	3.56	
3.85	Amended and Restated Operating Agreement of Rocket Support Services, LLC	S-4	06/28/10	3.57	
3.86	Certificate of Formation of SCT Acquisition, LLC	S-4	06/07/11	3.86	

Exhibit Number	Exhibit Description	Incorporated by Reference			Filed—Furnished Herewith
		Form	Filing Date/ Period End Date	Exhibit	
3.87	Amended and Restated Limited Liability Company Operating Agreement of SCT Acquisition, LLC	S-4	06/07/11	3.87	
3.88	Certificate of Formation of SCT Real Estate, LLC	S-4	06/07/11	3.88	
3.89	Amended and Restated Limited Liability Company Agreement of SCT Real Estate, LLC	S-4	06/07/11	3.89	
3.90	Articles of Incorporation of Shadow I, Inc.	S-4	06/28/10	3.58	
3.91	Bylaws of Shadow I, Inc.	S-4	06/28/10	3.59	
3.92	Articles of Incorporation of Shadow II, Inc.	S-4	06/28/10	3.60	
3.93	Bylaws of Shadow II, Inc.	S-4	06/28/10	3.61	
3.94	Articles of Incorporation of Kratos Integral Systems International, Inc. (f/k/a Shadow III, Inc.)				*
3.95	Bylaws of Kratos Integral Systems International, Inc. (f/k/a Shadow III, Inc.)	S-4	06/28/10	3.63	
3.96	Articles of Incorporation of Stapor Research, Inc.	S-4	06/07/11	3.96	
3.97	Articles of Incorporation of Summit Research Corporation, as amended	S-4	06/28/10	3.64	
3.98	Amended and Restated Bylaws of Summit Research Corporation	S-4	06/28/10	3.65	
3.99	Certificate of Incorporation of WFI NMC Corp.	S-4	06/28/10	3.68	
3.100	Bylaws of WFI NMC Corp.	S-4	06/28/10	3.69	
3.101	Articles of Restatement of Integral Systems, Inc., as amended				*
3.102	Amended and Restated Articles of Incorporation of Avtec Systems, Inc.				*
3.103	Amended and Restated Articles of Incorporation of CVG, Incorporated				*
3.104	Articles of Incorporation of Lumistar, Inc., as amended				*
3.105	Articles of Incorporation of LVDM, Inc., as amended				*
3.106	Certificate of Incorporation of Newpoint Technologies, Inc., as amended				*
3.107	Articles of Incorporation of Real Time Logic, Inc., as amended				*
3.108	Amended and Restated Articles of Incorporation of SAT Corporation				*
3.109	Articles of Organization of IRIS Acquisition Sub LLC				*

Exhibit Number	Exhibit Description	Incorporated by Reference			Filed—Furnished Herewith
		Form	Filing Date/ Period End Date	Exhibit	
3.110	Operating Agreement of IRIS Acquisition Sub LLC				*
3.111	Form of Bylaws of Avtec Systems, Inc., CVG, Incorporated, General Microwave Corporation, General Microwave Israel Corporation, Henry Bros. Electronics, Inc. (CO), Herley Industries, Inc., Herley-CTI, Inc., Herley-RSS, Inc., Integral Systems, Inc., Lumistar, Inc., LVDM, Inc., Micro Systems, Inc., MSI Acquisition Corp., Newpoint Technologies, Inc., Real Time Logic, Inc., SAT Corporation, and Stapor Research, Inc.				*
4.1	Specimen Stock Certificate	10-K	12/26/10	4.1	
4.2	Form of 10% Senior Secured Note due 2017 (issuable in connection with the October 2011 exchange offer)				*
4.3	Form of 10% Senior Secured Note due 2017 (issued in connection with the August 2011 exchange offer)	S-4	06/07/11	4.2	
4.4	Form of 10% Senior Secured Note due 2017 (issued in connection with the 2010 exchange offer)	S-4	06/28/10	4.1	
4.5	Indenture, dated as of May 19, 2010, by and among Kratos Defense & Security Solutions, Inc., the Guarantors set forth therein and Wilmington Trust, National Association (as successor by merger to Wilmington Trust FSB), as Trustee and Collateral Agent (including the Form of 10% Senior Secured Notes due 2017 filed as an exhibit thereto)	8-K	05/25/10	4.1	
4.6	First Supplemental Indenture, dated as of February 7, 2011, by and among Kratos Defense & Security Solutions, Inc., the guarantors listed on Exhibit A thereto and Wilmington Trust, National Association (as successor by merger to Wilmington Trust FSB), as trustee, to the Indenture (as amended or supplemented), dated as of May 19, 2010, among Kratos Defense & Security Solutions, Inc., the guarantors party thereto and Wilmington Trust, National Association (as successor by merger to Wilmington Trust FSB), as trustee and collateral agent	8-K	02/07/11	10.2	

Exhibit Number	Exhibit Description	Incorporated by Reference			Filed—Furnished Herewith
		Form	Filing Date/ Period End Date	Exhibit	
4.7	Supplemental Indenture, dated April 1, 2011, among the guaranteeing subsidiaries named therein and Wilmington Trust, National Association (as successor by merger to Wilmington Trust FSB), as trustee, to the Indenture (as amended or supplemented), dated as of May 19, 2010, among Kratos Defense & Security Solutions, Inc., the guarantors party thereto and Wilmington Trust, National Association (as successor by merger to Wilmington Trust FSB), as trustee and collateral agent	8-K	04/07/11	4.1	
4.8	Third Supplemental Indenture, dated April 15, 2011, by and among Kratos Defense & Security Solutions, Inc., the guarantors listed on Exhibit A thereto and Wilmington Trust, National Association (as successor by merger to Wilmington Trust FSB), as trustee and collateral agent, to the Indenture, (as amended or supplemented), dated as of May 19, 2010, among Kratos Defense & Security Solutions, Inc., the guarantors party thereto and Wilmington Trust, National Association (as successor by merger to Wilmington Trust FSB), as trustee and collateral agent	8-K	04/20/11	4.1	
4.9	Sixth Supplemental Indenture, dated July 27, 2011, by and among Kratos Defense & Security Solutions, Inc., the guarantors listed on Exhibit A thereto and Wilmington Trust, National Association (as successor by merger to Wilmington Trust FSB), as trustee and collateral agent, to the Indenture, (as amended or supplemented), dated as of May 19, 2010, among Kratos Defense & Security Solutions, Inc., the guarantors party thereto and Wilmington Trust, National Association (as successor by merger to Wilmington Trust FSB), as trustee and collateral agent	8-K	07/29/11	4.1	
4.10	Rights Agreement, dated as of December 16, 2004, by and between Kratos Defense & Security Solutions, Inc. and Wells Fargo, N.A.	8-K	12/17/04	4.1	
4.11	Registration Rights Agreement, dated March 25, 2011, by and among Kratos Defense & Security Solutions, Inc., Acquisition Co. Lanza Parent, Lanza Acquisition Co., the guarantors named therein, Jefferies & Company, Inc., KeyBanc Capital Markets Inc., and Oppenheimer & Co. Inc.	8-K	03/29/11	4.2	

Exhibit Number	Exhibit Description	Incorporated by Reference			Filed—Furnished Herewith
		Form	Filing Date/ Period End Date	Exhibit	
4.12	Registration Rights Agreement, dated July 27, 2011, by and among Kratos Defense & Security Solutions, Inc., the guarantors named therein, Jefferies & Company, Inc., KeyBanc Capital Markets Inc., and B. Riley & Co., LLC	8-K	07/29/11	4.2	
5.1	Opinion of Paul Hastings LLP				*
5.2	Opinion of Sheppard, Mullin, Richter & Hampton LLP				*
5.3	Opinion of Jackson Walker L.L.P.				*
5.4	Opinion of Greenberg Traurig, P.A.				*
5.5	Opinion of Greenberg Traurig, LLP				*
5.6	Opinion of Dinsmore & Shohl LLP				*
5.7	Opinion of Bradley Arant Boult Cummings LLP				*
5.8	Opinion of Ice Miller LLP				*
5.9	Opinion of King & Spalding LLP				*
5.10	Opinion of Montgomery, McCracken, Walker & Rhoads, LLP				*
5.11	Opinion of Faegre & Benson				*
10.1	Purchase Agreement, dated March 25, 2011, by and among Kratos Defense & Security Solutions, Inc., Acquisition Co. Lanza Parent, Lanza Acquisition Co., the guarantors named therein, Jefferies & Company, Inc., KeyBanc Capital Markets Inc., and Oppenheimer & Co. Inc.	8-K	03/29/11	10.1	
10.2	Security Agreement, dated March 25, 2011, by and among Acquisition Co. Lanza Parent, Lanza Acquisition Co., and Wilmington Trust, National Association (as successor by merger to Wilmington Trust FSB), as collateral agent	8-K	03/29/11	10.2	
10.3	Security Agreement, dated as of May 19, 2010, by and among Kratos Defense & Security Solutions, Inc., the Guarantors set forth therein, and Wilmington Trust, National Association (as successor by merger to Wilmington Trust FSB), as Collateral Agent	8-K	05/25/10	10.2	

Exhibit Number	Exhibit Description	Incorporated by Reference			Filed—Furnished Herewith
		Form	Filing Date/ Period End Date	Exhibit	
10.4	Intercreditor Agreement, dated as of May 19, 2010, by and among Kratos Defense & Security Solutions, Inc., the Guarantors set forth therein, Wilmington Trust, National Association (as successor by merger to Wilmington Trust FSB), as Indenture Agent and KeyBank National Association, as Credit Facility Agent	8-K	05/25/10	10.3	
10.5	Credit and Security Agreement, dated as of May 19, 2010, as amended and restated as of July 27, 2011, among Kratos Defense & Security Solutions, Inc., as Borrower, the Lenders named therein, and KeyBank National Association, as Lead Arranger, Sole Book Runner and Administrative Agent	8-K	07/29/11	10.1	
12.1	Statement of computation of ratio of earnings to fixed charges				*
21.1	List of Subsidiaries				*
23.1	Consent of Paul Hastings LLP (included in Exhibit 5.1)				*
23.2	Consent of Sheppard, Mullin, Richter & Hampton LLP (included in Exhibit 5.2)				*
23.3	Consent of Independent Registered Public Accounting Firm, Grant Thornton LLP				*
23.4	Consent of Independent Registered Public Accounting Firm, KPMG LLP				*
23.5	Consent of Independent Registered Public Accounting Firm, Ernst & Young LLP				*
23.6	Consent of Independent Registered Public Accounting Firm, Grant Thornton LLP				*
23.7	Consent of Registered Public Accounting Firm, Marcum LLP				*
23.8	Consent of Registered Public Accounting Firm, Brightman Almagor Zohar & Co.				*
23.9	Consent of Independent Registered Public Accountants, Amper, Politziner & Mattia LLP				*
23.10	Consent of Independent Registered Public Accounting Firm, Plante & Moran, PLLC				*
24.1	Powers of attorney (included in signature pages of the Registration Statement)				*
25.1	Form T-1 Statement of Eligibility under the Trust Indenture Act of 1939, of Trustee under the Indenture				*

Exhibit Number	Exhibit Description	Incorporated by Reference			Filed—Furnished Herewith
		Form	Filing Date/ Period End Date	Exhibit	
99.1	Form of Letter of Transmittal				*
99.2	Form of Notice of Guaranteed Delivery				*
99.3	Form of Letter to Registered Holders and Depository Trust Company Participants				*
99.4	Form of Letter to Clients				*
99.5	Unaudited historical financial information for Integral Systems, Inc. as of July 1, 2011 and September 24, 2010 and for each of the three and nine month periods ended July 1, 2011 and June 25, 2010.				*
99.6	Unaudited pro forma combined (i) balance sheet as of June 26, 2011 and (ii) statement of operations for the fiscal year ended December 26, 2010 and the six month period ended June 26, 2011.				*

Item 22. Undertakings.

Each of the undersigned co-registrants hereby undertakes:

(1) That, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(2) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

(3) To file, during any period during which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed

that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the SEC pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement.

(4) That, for purposes of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(5) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(6) To respond to requests for information that is incorporated by reference into the prospectus pursuant to Items 4, 10(b), 11 or 13 of this Form, within one business day of receipt of such request, and to send the incorporated documents by first class mail or other equally prompt means. This includes information contained in documents filed subsequent to the effective date of the registration statement through the date of responding to the request.

(7) To supply by means of a post-effective amendment all information concerning a transaction, and the company being acquired involved therein, that was not the subject of and included in the registration statement when it became effective.

(8) That, for purposes of determining liability under the Securities Act of 1933 to any purchaser, each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A, shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness. *Provided, however*, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use.

(9) That, for the purpose of determining liability of the registrant under the Securities Act of 1933 to any purchaser in the initial distribution of the securities: Each of the undersigned co-registrants undertakes that in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

(i) Any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424;

(ii) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;

(iii) The portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and

(iv) Any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.

SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of San Diego, State of California, on the 24th day of October, 2011.

KRATOS DEFENSE & SECURITY
SOLUTIONS, INC.

By: /s/ ERIC M. DEMARCO

Eric M. DeMarco
President and Chief Executive Officer

POWER OF ATTORNEY

Know all men by these presents, that the undersigned directors and officers of the registrant, which is filing a registration statement on Form S-4 with the Securities and Exchange Commission, Washington, D.C. 20549 under the provisions of the Securities Act of 1933, as amended, hereby constitute and appoint Eric M. DeMarco and Deanna H. Lund, and each of them, the individual's true and lawful attorney-in-fact and agents, with full power of substitution and resubstitution, for the person and in his or her name, place and stead, in any and all capacities, to sign such registration statement and any or all amendments, including post-effective amendments to the registration statement, including a prospectus or an amended prospectus therein and any registration statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and all other documents in connection therewith to be filed with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact as agents or any of them, or their substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement and the Power of Attorney has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ ERIC M. DEMARCO Eric M. DeMarco	President, Chief Executive Officer and Director (Principal Executive Officer)	October 24, 2011
/s/ DEANNA H. LUND Deanna H. Lund	Executive Vice President and Chief Financial Officer (Principal Financial Officer)	October 24, 2011

Signature	Title	Date
/s/ LAURA L. SIEGAL Laura L. Siegal	Vice President, Corporate Controller, and Treasurer (Principal Accounting Officer)	October 24, 2011
/s/ SCOTT I. ANDERSON Scott I. Anderson	Director	October 24, 2011
/s/ BANDEL L. CARANO Bandel L. Carano	Director	October 24, 2011
/s/ WILLIAM A. HOGLUND William A. Hoglund	Director	October 24, 2011
/s/ SCOT B. JARVIS Scot B. Jarvis	Director	October 24, 2011
/s/ JANE E. JUDD Jane E. Judd	Director	October 24, 2011
/s/ SAMUEL N. LIBERATORE Samuel N. Liberatore	Director	October 24, 2011

SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of San Diego, State of California, on the 24th day of October, 2011.

AI METRIX, INC.
AIRORLITE COMMUNICATIONS, INC.
CHARLESTON MARINE CONTAINERS, INC.
DEFENSE SYSTEMS, INCORPORATED
DEI SERVICES CORPORATION
DIGITAL FUSION, INC.
DIGITAL FUSION SOLUTIONS, INC.
DIVERSIFIED SECURITY SOLUTIONS, INC.
DTI ASSOCIATES, INC.
GENERAL MICROWAVE CORPORATION
GENERAL MICROWAVE ISRAEL CORPORATION
GICHNER HOLDINGS, INC.
GICHNER SYSTEMS GROUP, INC.
GICHNER SYSTEMS INTERNATIONAL, INC.
HAVERSTICK CONSULTING, INC.
HAVERSTICK GOVERNMENT SOLUTIONS, INC.
HENRY BROS. ELECTRONICS, INC. (CA)
HENRY BROS. ELECTRONICS, INC. (CO)
HENRY BROS. ELECTRONICS, INC. (DE)
HENRY BROS. ELECTRONICS, INC. (NJ)
HENRY BROS. ELECTRONICS, INC. (VA)
HERLEY INDUSTRIES, INC.
HERLEY-CTI, INC.
HERLEY-RSS, INC.
HGS HOLDINGS, INC.
KRATOS INTEGRAL SYSTEMS INTERNATIONAL, INC.
KRATOS MID-ATLANTIC, INC.
KRATOS PUBLIC SAFETY & SECURITY SOLUTIONS, INC.
KRATOS SOUTHEAST, INC.
KRATOS TECHNOLOGY & TRAINING SOLUTIONS, INC.
KRATOS TEXAS, INC.
MADISON RESEARCH CORPORATION
MICRO SYSTEMS, INC.
MSI ACQUISITION CORP.
NATIONAL SAFE OF CALIFORNIA, INC.
POLEXIS, INC.
REALITY BASED IT SERVICES, LTD.
SHADOW I, INC.
SHADOW II, INC.
STAPOR RESEARCH, INC.

SUMMIT RESEARCH CORPORATION
WFI NMC CORP.

By: /s/ ERIC M. DEMARCO

Eric M. DeMarco
President and Chief Executive Officer

POWER OF ATTORNEY

Know all men by these presents, that the undersigned directors and officers of the registrant, which is filing a registration statement on Form S-4 with the Securities and Exchange Commission, Washington, D.C. 20549 under the provisions of the Securities Act of 1933, as amended, hereby constitute and appoint Eric M. DeMarco and Deanna H. Lund, and each of them, the individual's true and lawful attorney-in-fact and agents, with full power of substitution and resubstitution, for the person and in his or her name, place and stead, in any and all capacities, to sign such registration statement and any or all amendments, including post-effective amendments to the registration statement, including a prospectus or an amended prospectus therein and any registration statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and all other documents in connection therewith to be filed with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact as agents or any of them, or their substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement and the Power of Attorney has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ ERIC M. DEMARCO Eric M. DeMarco	President, Chief Executive Officer and Director (Principal Executive Officer)	October 24, 2011
/s/ DEANNA H. LUND Deanna H. Lund	Executive Vice President, Chief Financial Officer and Director (Principal Financial Officer)	October 24, 2011
/s/ LAURA L. SIEGAL Laura L. Siegal	Vice President, Corporate Controller, Treasurer and Director (Principal Accounting Officer)	October 24, 2011

SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of San Diego, State of California, on the 24th day of October, 2011.

DALLASTOWN REALTY I, LLC

By: Its Member and Manager

GICHNER HOLDINGS, INC.
a Delaware corporation

By: /s/ ERIC M. DEMARCO

Eric M. DeMarco
President and Chief Executive Officer

POWER OF ATTORNEY

Know all men by these presents, that the undersigned officers of the registrant, which is filing a registration statement on Form S-4 with the Securities and Exchange Commission, Washington, D.C. 20549 under the provisions of the Securities Act of 1933, as amended, hereby constitute and appoint Eric M. DeMarco and Deanna H. Lund, and each of them, the individual's true and lawful attorney-in-fact and agents, with full power of substitution and resubstitution, for the person and in his or her name, place and stead, in any and all capacities, to sign such registration statement and any or all amendments, including post-effective amendments to the registration statement, including a prospectus or an amended prospectus therein and any registration statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and all other documents in connection therewith to be filed with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact as agents or any of them, or their substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement and the Power of Attorney has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ ERIC M. DEMARCO Eric M. DeMarco	President and Chief Executive Officer of registrant (Principal Executive Officer) Director of Gichner Holdings, Inc.	October 24, 2011
/s/ DEANNA H. LUND Deanna H. Lund	Executive Vice President and Chief Financial Officer of registrant (Principal Financial Officer) Director of Gichner Holdings, Inc.	October 24, 2011

Signature	Title	Date
/s/ LAURA L. SIEGAL Laura L. Siegal	Vice President, Corporate Controller, and Treasurer of registrant (Principal Accounting Officer) Director of Gichner Holdings, Inc.	October 24, 2011

SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of San Diego, State of California, on the 24th day of October, 2011.

DALLASTOWN REALTY II, LLC

By: Its Member and Manager

DALLASTOWN REALTY I, LLC
a Delaware limited liability company

By: Its Member and Manager

GICHNER HOLDINGS, INC.
a Delaware corporation

By: /s/ ERIC M. DEMARCO

Eric M. DeMarco
President and Chief Executive Officer

POWER OF ATTORNEY

Know all men by these presents, that the undersigned officers of the registrant, which is filing a registration statement on Form S-4 with the Securities and Exchange Commission, Washington, D.C. 20549 under the provisions of the Securities Act of 1933, as amended, hereby constitute and appoint Eric M. DeMarco and Deanna H. Lund, and each of them, the individual's true and lawful attorney-in-fact and agents, with full power of substitution and resubstitution, for the person and in his or her name, place and stead, in any and all capacities, to sign such registration statement and any or all amendments, including post-effective amendments to the registration statement, including a prospectus or an amended prospectus therein and any registration statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and all other documents in connection therewith to be filed with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact as agents or any of them, or their substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement and the Power of Attorney has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ ERIC M. DEMARCO Eric M. DeMarco	President and Chief Executive Officer of registrant (Principal Executive Officer) Director of Gichner Holdings, Inc.	October 24, 2011

Signature	Title	Date
/s/ DEANNA H. LUND Deanna H. Lund	Executive Vice President and Chief Financial Officer of registrant (Principal Financial Officer) Director of Gichner Holdings, Inc.	October 24, 2011
/s/ LAURA L. SIEGAL Laura L. Siegal	Vice President, Corporate Controller, and Treasurer of registrant (Principal Accounting Officer) Director of Gichner Holdings, Inc.	October 24, 2011

SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of San Diego, State of California, on the 24th day of October, 2011.

HENRY BROS. ELECTRONICS, L.L.C.

By: Its Sole Member

HENRY BROS. ELECTRONICS, INC.
a California corporation

By: /s/ ERIC M. DEMARCO

Eric M. DeMarco
President and Chief Executive Officer

POWER OF ATTORNEY

Know all men by these presents, that the undersigned officers of the registrant, which is filing a registration statement on Form S-4 with the Securities and Exchange Commission, Washington, D.C. 20549 under the provisions of the Securities Act of 1933, as amended, hereby constitute and appoint Eric M. DeMarco and Deanna H. Lund, and each of them, the individual's true and lawful attorney-in-fact and agents, with full power of substitution and resubstitution, for the person and in his or her name, place and stead, in any and all capacities, to sign such registration statement and any or all amendments, including post-effective amendments to the registration statement, including a prospectus or an amended prospectus therein and any registration statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and all other documents in connection therewith to be filed with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact as agents or any of them, or their substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement and the Power of Attorney has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ ERIC M. DEMARCO Eric M. DeMarco	President and Chief Executive Officer of registrant (Principal Executive Officer) Director of Henry Bros. Electronics, Inc.	October 24, 2011

Signature	Title	Date
/s/ DEANNA H. LUND Deanna H. Lund	Executive Vice President and Chief Financial Officer of registrant (Principal Financial Officer) Director of Henry Bros. Electronics, Inc.	October 24, 2011
/s/ LAURA L. SIEGAL Laura L. Siegal	Vice President, Corporate Controller, and Treasurer of registrant (Principal Accounting Officer) Director of Henry Bros. Electronics, Inc.	October 24, 2011

SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of San Diego, State of California, on the 24th day of October, 2011.

JMA ASSOCIATES, INC.

By: /s/ ERIC M. DEMARCO

Eric M. DeMarco
President and Chief Executive Officer

POWER OF ATTORNEY

Know all men by these presents, that the undersigned directors and officers of the registrant, which is filing a registration statement on Form S-4 with the Securities and Exchange Commission, Washington, D.C. 20549 under the provisions of the Securities Act of 1933, as amended, hereby constitute and appoint Eric M. DeMarco and Deanna H. Lund, and each of them, the individual's true and lawful attorney-in-fact and agents, with full power of substitution and resubstitution, for the person and in his or her name, place and stead, in any and all capacities, to sign such registration statement and any or all amendments, including post-effective amendments to the registration statement, including a prospectus or an amended prospectus therein and any registration statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and all other documents in connection therewith to be filed with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact as agents or any of them, or their substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement and the Power of Attorney has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ ERIC M. DEMARCO Eric M. DeMarco	President, Chief Executive Officer and Director (Principal Executive Officer)	October 24, 2011
/s/ DEANNA H. LUND Deanna H. Lund	Executive Vice President, Chief Financial Officer and Director (Principal Financial Officer)	October 24, 2011
/s/ LAURA L. SIEGAL Laura L. Siegal	Vice President, Corporate Controller, and Treasurer (Principal Accounting Officer)	October 24, 2011

SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of San Diego, State of California, on the 24th day of October, 2011.

KRATOS DEFENSE ENGINEERING SOLUTIONS, INC.

By: /s/ ERIC M. DEMARCO

Eric M. DeMarco
President and Chief Executive Officer

POWER OF ATTORNEY

Know all men by these presents, that the undersigned directors and officers of the registrant, which is filing a registration statement on Form S-4 with the Securities and Exchange Commission, Washington, D.C. 20549 under the provisions of the Securities Act of 1933, as amended, hereby constitute and appoint Eric M. DeMarco and Deanna H. Lund, and each of them, the individual's true and lawful attorney-in-fact and agents, with full power of substitution and resubstitution, for the person and in his or her name, place and stead, in any and all capacities, to sign such registration statement and any or all amendments, including post-effective amendments to the registration statement, including a prospectus or an amended prospectus therein and any registration statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and all other documents in connection therewith to be filed with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact as agents or any of them, or their substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement and the Power of Attorney has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ ERIC M. DEMARCO Eric M. DeMarco	President, Chief Executive Officer and Director (Principal Executive Officer)	October 24, 2011
/s/ DEANNA H. LUND Deanna H. Lund	Executive Vice President, Chief Financial Officer and Director (Principal Financial Officer)	October 24, 2011
/s/ LAURA L. SIEGAL Laura L. Siegal	Vice President, Corporate Controller, Treasurer and Director (Principal Accounting Officer)	October 24, 2011

Signature	Title	Date
/s/ WILLIAM HOGLUND		
William Hoglund	Director	October 24, 2011

SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of San Diego, State of California, on the 24th day of October, 2011.

KRATOS SOUTHWEST L.P.

By: Its General Partner

KRATOS TEXAS, INC.
a Texas corporation

By: /s/ ERIC M. DEMARCO

Eric M. DeMarco
President and Chief Executive Officer

POWER OF ATTORNEY

Know all men by these presents, that the undersigned officers of the registrant, which is filing a registration statement on Form S-4 with the Securities and Exchange Commission, Washington, D.C. 20549 under the provisions of the Securities Act of 1933, as amended, hereby constitute and appoint Eric M. DeMarco and Deanna H. Lund, and each of them, the individual's true and lawful attorney-in-fact and agents, with full power of substitution and resubstitution, for the person and in his or her name, place and stead, in any and all capacities, to sign such registration statement and any or all amendments, including post-effective amendments to the registration statement, including a prospectus or an amended prospectus therein and any registration statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and all other documents in connection therewith to be filed with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact as agents or any of them, or their substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement and the Power of Attorney has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ ERIC M. DEMARCO Eric M. DeMarco	President and Chief Executive Officer of registrant (Principal Executive Officer) Director of Kratos Texas, Inc.	October 24, 2011
/s/ DEANNA H. LUND Deanna H. Lund	Executive Vice President and Chief Financial Officer of registrant (Principal Financial Officer) Director of Kratos Texas, Inc.	October 24, 2011

Signature	Title	Date
/s/ LAURA L. SIEGAL Laura L. Siegal	Vice President, Corporate Controller, and Treasurer of registrant (Principal Accounting Officer) Director of Kratos Texas, Inc.	October 24, 2011

SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of San Diego, State of California, on the 24th day of October, 2011.

ROCKET SUPPORT SERVICES, LLC

By: Its Member and Manager

HGS HOLDINGS, INC.
a Indiana corporation

By: /s/ ERIC M. DEMARCO

Eric M. DeMarco
President and Chief Executive Officer

POWER OF ATTORNEY

Know all men by these presents, that the undersigned officers of the registrant, which is filing a registration statement on Form S-4 with the Securities and Exchange Commission, Washington, D.C. 20549 under the provisions of the Securities Act of 1933, as amended, hereby constitute and appoint Eric M. DeMarco and Deanna H. Lund, and each of them, the individual's true and lawful attorney-in-fact and agents, with full power of substitution and resubstitution, for the person and in his or her name, place and stead, in any and all capacities, to sign such registration statement and any or all amendments, including post-effective amendments to the registration statement, including a prospectus or an amended prospectus therein and any registration statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and all other documents in connection therewith to be filed with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact as agents or any of them, or their substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement and the Power of Attorney has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ ERIC M. DEMARCO Eric M. DeMarco	President and Chief Executive Officer of registrant (Principal Executive Officer) Director of HGS Holdings, Inc.	October 24, 2011
/s/ DEANNA H. LUND Deanna H. Lund	Executive Vice President and Chief Financial Officer of registrant (Principal Financial Officer) Director of HGS Holdings, Inc.	October 24, 2011

Signature	Title	Date
/s/ LAURA L. SIEGAL Laura L. Siegal	Vice President, Corporate Controller, and Treasurer of registrant (Principal Accounting Officer) Director of HGS Holdings, Inc.	October 24, 2011

SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of San Diego, State of California, on the 24th day of October, 2011.

SCT ACQUISITION, LLC

By: Its Sole Member

CHARLESTON MARINE CONTAINERS, INC.
a Delaware corporation

By: /s/ ERIC M. DEMARCO

Eric M. DeMarco
President and Chief Executive Officer

POWER OF ATTORNEY

Know all men by these presents, that the undersigned officers of the registrant, which is filing a registration statement on Form S-4 with the Securities and Exchange Commission, Washington, D.C. 20549 under the provisions of the Securities Act of 1933, as amended, hereby constitute and appoint Eric M. DeMarco and Deanna H. Lund, and each of them, the individual's true and lawful attorney-in-fact and agents, with full power of substitution and resubstitution, for the person and in his or her name, place and stead, in any and all capacities, to sign such registration statement and any or all amendments, including post-effective amendments to the registration statement, including a prospectus or an amended prospectus therein and any registration statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and all other documents in connection therewith to be filed with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact as agents or any of them, or their substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement and the Power of Attorney has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ ERIC M. DEMARCO Eric M. DeMarco	President and Chief Executive Officer of registrant (Principal Executive Officer) Director of Charleston Marine Containers, Inc.	October 24, 2011

Signature	Title	Date
/s/ DEANNA H. LUND Deanna H. Lund	Executive Vice President and Chief Financial Officer of registrant (Principal Financial Officer) Director of Charleston Marine Containers, Inc.	October 24, 2011
/s/ LAURA L. SIEGAL Laura L. Siegal	Vice President, Corporate Controller, and Treasurer of registrant (Principal Accounting Officer) Director of Charleston Marine Containers, Inc.	October 24, 2011

SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of San Diego, State of California, on the 24th day of October, 2011.

SCT REAL ESTATE, LLC

By: Its Sole Member

SCT ACQUISITION, LLC
a Delaware limited liability company

By: Its Sole Member

CHARLESTON MARINE CONTAINERS, INC.
a Delaware corporation

By: /s/ ERIC M. DEMARCO

Eric M. DeMarco
President and Chief Executive Officer

POWER OF ATTORNEY

Know all men by these presents, that the undersigned officers of the registrant, which is filing a registration statement on Form S-4 with the Securities and Exchange Commission, Washington, D.C. 20549 under the provisions of the Securities Act of 1933, as amended, hereby constitute and appoint Eric M. DeMarco and Deanna H. Lund, and each of them, the individual's true and lawful attorney-in-fact and agents, with full power of substitution and resubstitution, for the person and in his or her name, place and stead, in any and all capacities, to sign such registration statement and any or all amendments, including post-effective amendments to the registration statement, including a prospectus or an amended prospectus therein and any registration statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and all other documents in connection therewith to be filed with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact as agents or any of them, or their substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement and the Power of Attorney has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ ERIC M. DEMARCO Eric M. DeMarco	President and Chief Executive Officer of registrant (Principal Executive Officer) Director of Charleston Marine Containers, Inc.	October 24, 2011

Signature	Title	Date
/s/ DEANNA H. LUND Deanna H. Lund	Executive Vice President and Chief Financial Officer of registrant (Principal Financial Officer) Director of Charleston Marine Containers, Inc.	October 24, 2011
/s/ LAURA L. SIEGAL Laura L. Siegal	Vice President, Corporate Controller, and Treasurer of registrant (Principal Accounting Officer) Director of Charleston Marine Containers, Inc.	October 24, 2011

SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of San Diego, State of California, on the 24th day of October, 2011.

INTEGRAL SYSTEMS, INC.
AVTEC SYSTEMS, INC.
CVG, INCORPORATED
LUMISTAR, INC.
LVDM, INC.
NEWPOINT TECHNOLOGIES, INC.
REAL TIME LOGIC, INC.
SAT CORPORATION

By: /s/ ERIC M. DEMARCO

Eric M. DeMarco
President and Chief Executive Officer

POWER OF ATTORNEY

Know all men by these presents, that the undersigned directors and officers of the registrant, which is filing a registration statement on Form S-4 with the Securities and Exchange Commission, Washington, D.C. 20549 under the provisions of the Securities Act of 1933, as amended, hereby constitute and appoint Eric M. DeMarco and Deanna H. Lund, and each of them, the individual's true and lawful attorney-in-fact and agents, with full power of substitution and resubstitution, for the person and in his or her name, place and stead, in any and all capacities, to sign such registration statement and any or all amendments, including post-effective amendments to the registration statement, including a prospectus or an amended prospectus therein and any registration statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and all other documents in connection therewith to be filed with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact as agents or any of them, or their substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement and the Power of Attorney has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ ERIC M. DEMARCO Eric M. DeMarco	President, Chief Executive Officer and Director (Principal Executive Officer)	October 24, 2011
/s/ DEANNA H. LUND Deanna H. Lund	Executive Vice President, Chief Financial Officer and Director (Principal Financial Officer)	October 24, 2011

Signature	Title	Date
/s/ LAURA L. SIEGAL Laura L. Siegal	Vice President, Corporate Controller, Treasurer and Director (Principal Accounting Officer)	October 24, 2011

SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of San Diego, State of California, on the 24th day of October, 2011.

IRIS ACQUISITION SUB LLC

By: Its Sole Member

KRATOS DEFENSE & SECURITY SOLUTIONS, INC.
a Delaware corporation

By: /s/ ERIC M. DEMARCO

Eric M. DeMarco
President and Chief Executive Officer

POWER OF ATTORNEY

Know all men by these presents, that the undersigned officers of the registrant, which is filing a registration statement on Form S-4 with the Securities and Exchange Commission, Washington, D.C. 20549 under the provisions of the Securities Act of 1933, as amended, hereby constitute and appoint Eric M. DeMarco and Deanna H. Lund, and each of them, the individual's true and lawful attorney-in-fact and agents, with full power of substitution and resubstitution, for the person and in his or her name, place and stead, in any and all capacities, to sign such registration statement and any or all amendments, including post-effective amendments to the registration statement, including a prospectus or an amended prospectus therein and any registration statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and all other documents in connection therewith to be filed with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact as agents or any of them, or their substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement and the Power of Attorney has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ ERIC M. DEMARCO Eric M. DeMarco	President and Chief Executive Officer of registrant (Principal Executive Officer) Director of Kratos Defense & Security Solutions, Inc.	October 24, 2011

Signature	Title	Date
/s/ DEANNA H. LUND Deanna H. Lund	Executive Vice President and Chief Financial Officer of registrant (Principal Financial Officer) Director of Kratos Defense & Security Solutions, Inc.	October 24, 2011
/s/ LAURA L. SIEGAL Laura L. Siegal	Vice President, Corporate Controller, and Treasurer of registrant (Principal Accounting Officer) Director of Kratos Defense & Security Solutions, Inc.	October 24, 2011

EXHIBIT INDEX

Exhibit Number	Exhibit Description	Incorporated by Reference			Filed—Furnished Herewith
		Form	Filing Date/ Period End Date	Exhibit	
3.1	Amended and Restated Certificate of Incorporation of Kratos Defense & Security Solutions, Inc.	10-Q	09/30/01	4.1	
3.2	Certificate of Ownership and Merger of Kratos Defense & Security Solutions, Inc. into Wireless Facilities, Inc.	8-K	09/12/07	3.1	
3.3	Certificate of Amendment to Amended and Restated Certificate of Incorporation of Kratos Defense & Security Solutions, Inc.	10-Q	09/27/09	3.1	
3.4	Certificate of Designations, Preferences and Rights of Series A Preferred Stock of Kratos Defense & Security Solutions, Inc.	10-Q	09/30/01	4.2	
3.5	Certificate of Designations, Preferences and Rights of Series B Preferred Stock of Kratos Defense & Security Solutions, Inc. (included as Exhibit A to the Preferred Stock Purchase Agreement, dated as of May 16, 2002, by and among Kratos Defense & Security Solutions, Inc., Meritech Capital Partners II L.P., Meritech Capital Affiliates II L.P., MCB Entrepreneur Partners II L.P., Oak Investment Partners X, Limited Partnership, Oak X Affiliates Fund, Limited Partnership, Oak Investment Partners IX, L.P., Oak Affiliates Fund, L.P., Oak IX Affiliates Fund—A, L.P., and the KLS Trust dated July 14, 1999).	8-K/A	06/05/02	4.1	
3.6	Certificate of Designation of Series C Preferred Stock of Kratos Defense & Security Solutions, Inc.	8-K	12/17/04	3.1	
3.7	Second Amended and Restated Bylaws of Kratos Defense & Security Solutions, Inc.	8-K	03/15/11	3.1	
3.8	Second Amended and Restated Certificate of Incorporation of AI Metrix, Inc., as amended	S-4	06/28/10	3.8	
3.9	Bylaws of AI Metrix, Inc.	S-4	06/28/10	3.9	
3.10	Certificate of Incorporation of Airorlite Communications, Inc., as amended (f/k/a ACI Acquisition Inc.)	S-4	06/07/11	3.10	
3.11	Bylaws of Airorlite Communications, Inc. (f/k/a ACI Acquisition Inc.)	S-4	06/07/11	3.11	
3.12	Certificate of Incorporation of Charleston Marine Containers Inc.	S-4	06/28/10	3.10	
3.13	Bylaws of Charleston Marine Containers Inc.	S-4	06/28/10	3.11	
3.14	Certificate of Formation of Dallastown Realty I, LLC	S-4	06/28/10	3.12	

Exhibit Number	Exhibit Description	Incorporated by Reference			Filed—Furnished Herewith
		Form	Filing Date/ Period End Date	Exhibit	
3.15	Restated Operating Agreement of Dallastown Realty I, LLC	S-4	06/28/10	3.13	
3.16	Certificate of Formation of Dallastown Realty II, LLC	S-4	06/28/10	3.14	
3.17	Restated Operating Agreement of Dallastown Realty II, LLC	S-4	06/28/10	3.15	
3.18	Amended and Restated Articles of Incorporation of Defense Systems, Incorporated	S-4	06/28/10	3.16	
3.19	Bylaws of Defense Systems, Incorporated	S-4	06/28/10	3.17	
3.20	Articles of Incorporation of DEI Services Corporation, as amended	S-4	06/07/11	3.20	
3.21	Bylaws of DEI Services Corporation	S-4	06/07/11	3.21	
3.22	Amended and Restated Certificate of Incorporation of Digital Fusion, Inc.	S-4	06/28/10	3.18	
3.23	Amended and Restated Bylaws of Digital Fusion, Inc.	S-4	06/28/10	3.19	
3.24	Amended and Restated Articles of Incorporation of Digital Fusion Solutions, Inc., as amended	S-4	06/28/10	3.20	
3.25	Bylaws of Digital Fusion Solutions, Inc.	S-4	06/28/10	3.21	
3.26	Certificate of Incorporation of Diversified Security Solutions, Inc., as amended (f/k/a Henry Bros. Electronics, Inc.)	S-4	06/07/11	3.26	
3.27	Bylaws of Diversified Security Solutions, Inc. (f/k/a Henry Bros. Electronics, Inc.)	S-4	06/07/11	3.27	
3.28	Articles of Incorporation of DTI Associates, Inc., as amended (f/k/a Defense Technology Incorporated)	S-4	06/28/10	3.22	
3.29	Bylaws of DTI Associates, Inc. (f/k/a Defense Technology Incorporated)	S-4	06/28/10	3.23	
3.30	Certificate of Incorporation of General Microwave Corporation, as amended	S-4	06/07/11	3.30	
3.31	Certificate of Incorporation of General Microwave Israel Corporation	S-4	06/07/11	3.31	
3.32	Certificate of Incorporation of Gichner Holdings, Inc., as amended	S-4	06/28/10	3.24	
3.33	Bylaws of Gichner Holdings, Inc.	S-4	06/28/10	3.25	
3.34	Certificate of Incorporation of Gichner Systems Group, Inc., as amended (f/k/a Gichner Acquisition, Inc.)	S-4	06/28/10	3.26	
3.35	Bylaws of Gichner Systems Group, Inc. (f/k/a Gichner Acquisition, Inc.)	S-4	06/28/10	3.27	

Exhibit Number	Exhibit Description	Incorporated by Reference			Filed—Furnished Herewith
		Form	Filing Date/ Period End Date	Exhibit	
3.36	Amended and Restated Certificate of Incorporation of Gichner Systems International, Inc., as amended (f/k/a Gichner Systems Group, Inc.)	S-4	06/28/10	3.28	
3.37	Bylaws of Gichner Systems International, Inc. (f/k/a Gichner Systems Group, Inc.)	S-4	06/28/10	3.29	
3.38	Fourth Amended and Restated Articles of Incorporation of Haverstick Consulting, Inc., as amended	S-4	06/28/10	3.30	
3.39	Amended and Restated Code of By-laws of Haverstick Consulting, Inc.	S-4	06/28/10	3.31	
3.40	Articles of Incorporation of Haverstick Government Solutions, Inc., as amended (f/k/a AFK Acquisition, Co.)	S-4	06/28/10	3.32	
3.41	Regulations of Haverstick Government Solutions, Inc. (f/k/a AFK Acquisition, Co.)	S-4	06/28/10	3.33	
3.42	Articles of Incorporation of Henry Bros. Electronics, Inc., as amended (CA) (f/k/a Photo Scan Systems, Inc. and Photo-Scan Systems, Inc.)	S-4	06/07/11	3.42	
3.43	Bylaws of Henry Bros. Electronics, Inc., as amended (CA) (f/k/a Photo Scan Systems, Inc. and Photo-Scan Systems, Inc.)	S-4	06/07/11	3.43	
3.44	Articles of Incorporation of Henry Bros. Electronics, Inc., as amended (CO) (f/k/a Securus, Inc. and Photo-Scan of Colo., Inc.)	S-4	06/07/11	3.44	
3.45	Certificate of Incorporation of Henry Bros. Electronics, Inc., as amended (DE) (f/k/a Diversified Security Solutions, Inc. and IntegCom Corp.)	S-4	06/07/11	3.45	
3.46	Bylaws of Henry Bros. Electronics, Inc. (DE) (f/k/a Diversified Security Solutions, Inc. and IntegCom Corp.)	S-4	06/07/11	3.46	
3.47	Certificate of Incorporation of Henry Bros. Electronics, Inc., as amended (NJ) (f/k/a HBE Acquisition Corp.)	S-4	06/07/11	3.47	
3.48	Bylaws of Henry Bros. Electronics, Inc. (NJ) (f/k/a HBE Acquisition Corp.)	S-4	06/07/11	3.48	
3.49	Articles of Incorporation of Henry Bros. Electronics, Inc., as amended (VA) (f/k/a CIS Security Systems Corporation and Williams Systems)	S-4	06/07/11	3.49	
3.50	Bylaws of Henry Bros. Electronics, Inc. (VA) (f/k/a CIS Security Systems Corporation and Williams Systems)	S-4	06/07/11	3.50	

Exhibit Number	Exhibit Description	Incorporated by Reference			Filed—Furnished Herewith
		Form	Filing Date/ Period End Date	Exhibit	
3.51	Articles of Organization of Henry Bros. Electronics, L.L.C., as amended (f/k/a Corporate Security Integration, LLC)	S-4	06/07/11	3.51	
3.52	Limited Liability Company Agreement of Henry Bros. Electronics, L.L.C. (f/k/a Corporate Security Integration, LLC)	S-4	06/07/11	3.52	
3.53	Amended and Restated Certificate of Incorporation of Herley Industries, Inc.	S-4	06/07/11	3.53	
3.54	Certificate of Incorporation of Herley-CTI, Inc., as amended (f/k/a Syrix Corp.)	S-4	06/07/11	3.54	
3.55	Certificate of Incorporation of Herley-RSS, Inc.	S-4	06/07/11	3.55	
3.56	Articles of Incorporation of HGS Holdings, Inc.	S-4	06/28/10	3.34	
3.57	Bylaws of HGS Holdings, Inc.	S-4	06/28/10	3.35	
3.58	First Amended and Restated Certificate of Incorporation of JMA Associates, Inc., as amended	S-4	06/28/10	3.36	
3.59	Bylaws of JMA Associates, Inc.	S-4	06/28/10	3.37	
3.60	Amended and Restated Certificate of Incorporation of Kratos Defense Engineering Solutions, Inc., as amended (f/k/a Kratos Government Solutions, Inc., WFI Government Services, Inc. and High Technology Solutions, Inc.)	S-4	06/07/11	3.60	
3.61	Bylaws of Kratos Defense Engineering Solutions, Inc. (f/k/a Kratos Government Solutions, Inc., WFI Government Services, Inc. and High Technology Solutions, Inc.)	S-4	06/28/10	3.41	
3.62	Certificate of Incorporation of Kratos Mid-Atlantic, Inc., as amended (f/k/a Delmarva Systems Corp. and WFI Delaware, Inc.)	S-4	06/28/10	3.42	
3.63	Bylaws of Kratos Mid-Atlantic, Inc. (f/k/a Delmarva Systems Corp. and WFI Delaware, Inc.)	S-4	06/28/10	3.43	
3.64	Certificate of Incorporation of Kratos Public Safety & Security Solutions, Inc., as amended (f/k/a Kratos Commercial Solutions, Inc., SecurePlanet, Inc. and WFI Network Management Services Corp.)	S-4	06/07/11	3.64	
3.65	Amended and Restated Bylaws of Kratos Public Safety & Security Solutions, Inc. (f/k/a Kratos Commercial Solutions, Inc., SecurePlanet, Inc. and WFI Network Management Services Corp.)	S-4	06/28/10	3.39	
3.66	Amended and Restated Articles of Incorporation of Kratos Southeast, Inc., as amended	S-4	06/28/10	3.44	
3.67	Amended and Restated Bylaws of Kratos Southeast, Inc.	S-4	06/28/10	3.45	

Exhibit Number	Exhibit Description	Incorporated by Reference			Filed—Furnished Herewith
		Form	Filing Date/ Period End Date	Exhibit	
3.68	Certificate of Limited Partnership of Kratos Southwest L.P., as amended (f/k/a Enco Systems Partnership, Ltd., WFI Texas Limited Partnership, Ltd. and WFI Southwest LP)	S-4	06/28/10	3.46	
3.69	Agreement of Limited Partnership of Kratos Southwest L.P. (f/k/a Enco Systems Partnership, Ltd., WFI Texas Limited Partnership, Ltd. and WFI Southwest LP)	S-4	06/28/10	3.47	
3.70	Amended and Restated Articles of Incorporation of Kratos Technology & Training Solutions, Inc., as amended (f/k/a SYS)	S-4	06/07/11	3.70	
3.71	Bylaws of Kratos Technology & Training Solutions, Inc. (f/k/a/ SYS)	S-4	06/28/10	3.67	
3.72	Articles of Incorporation of Kratos Texas, Inc., as amended (f/k/a ENCO Systems, Inc., WFI Texas, Inc., Wireless Facilities II Texas, Inc. and Kratos Southwest, Inc.)	S-4	06/28/10	3.48	
3.73	Bylaws of Kratos Texas, Inc. (f/k/a ENCO Systems, Inc., WFI Texas, Inc., Wireless Facilities II Texas, Inc. and Kratos Southwest, Inc.)	S-4	06/28/10	3.49	
3.74	Articles of Incorporation of Madison Research Corporation, as amended	S-4	06/28/10	3.50	
3.75	Bylaws of Madison Research Corporation	S-4	06/28/10	3.51	
3.76	Restated Articles of Incorporation of Micro Systems, Inc., as amended	S-4	06/07/11	3.76	
3.77	Certificate of Incorporation of MSI Acquisition Corp.	S-4	06/07/11	3.77	
3.78	Articles of Incorporation of National Safe of California, as amended (f/k/a Protection Equipment Corporation)	S-4	06/07/11	3.78	
3.79	Bylaws of National Safe of California (f/k/a Protection Equipment Corporation)	S-4	06/07/11	3.79	
3.80	Second Amended and Restated Articles of Incorporation of Polexis, Inc., as amended	S-4	06/28/10	3.52	
3.81	Bylaws of Polexis, Inc., as amended	S-4	06/28/10	3.53	
3.82	Articles of Incorporation of Reality Based IT Services, Ltd., as amended	S-4	06/28/10	3.54	
3.83	Amended and Restated Bylaws of Reality Based IT Services, Ltd.	S-4	06/28/10	3.55	
3.84	Articles of Organization of Rocket Support Services, LLC	S-4	06/28/10	3.56	
3.85	Amended and Restated Operating Agreement of Rocket Support Services, LLC	S-4	06/28/10	3.57	

Exhibit Number	Exhibit Description	Incorporated by Reference			Filed—Furnished Herewith
		Form	Filing Date/ Period End Date	Exhibit	
3.86	Certificate of Formation of SCT Acquisition, LLC	S-4	06/07/11	3.86	
3.87	Amended and Restated Limited Liability Company Operating Agreement of SCT Acquisition, LLC	S-4	06/07/11	3.87	
3.88	Certificate of Formation of SCT Real Estate, LLC	S-4	06/07/11	3.88	
3.89	Amended and Restated Limited Liability Company Agreement of SCT Real Estate, LLC	S-4	06/07/11	3.89	
3.90	Articles of Incorporation of Shadow I, Inc.	S-4	06/28/10	3.58	
3.91	Bylaws of Shadow I, Inc.	S-4	06/28/10	3.59	
3.92	Articles of Incorporation of Shadow II, Inc.	S-4	06/28/10	3.60	
3.93	Bylaws of Shadow II, Inc.	S-4	06/28/10	3.61	
3.94	Articles of Incorporation of Kratos Integral Systems International, Inc. (f/k/a Shadow III, Inc.)				*
3.95	Bylaws of Kratos Integral Systems International, Inc. (f/k/a Shadow III, Inc.)	S-4	06/28/10	3.63	
3.96	Articles of Incorporation of Stapor Research, Inc.	S-4	06/07/11	3.96	
3.97	Articles of Incorporation of Summit Research Corporation, as amended	S-4	06/28/10	3.64	
3.98	Amended and Restated Bylaws of Summit Research Corporation	S-4	06/28/10	3.65	
3.99	Certificate of Incorporation of WFI NMC Corp.	S-4	06/28/10	3.68	
3.100	Bylaws of WFI NMC Corp.	S-4	06/28/10	3.69	
3.101	Articles of Restatement of Integral Systems, Inc., as amended				*
3.102	Amended and Restated Articles of Incorporation of Avtec Systems, Inc.				*
3.103	Amended and Restated Articles of Incorporation of CVG, Incorporated				*
3.104	Articles of Incorporation of Lumistar, Inc., as amended				*
3.105	Articles of Incorporation of LVDM, Inc., as amended				*
3.106	Certificate of Incorporation of Newpoint Technologies, Inc., as amended				*
3.107	Articles of Incorporation of Real Time Logic, Inc., as amended				*
3.108	Amended and Restated Articles of Incorporation of SAT Corporation				*
3.109	Articles of Organization of IRIS Acquisition Sub LLC				*
3.110	Operating Agreement of IRIS Acquisition Sub LLC				*

Exhibit Number	Exhibit Description	Incorporated by Reference			Filed—Furnished Herewith
		Form	Filing Date/ Period End Date	Exhibit	
3.111	Form of Bylaws of Avtec Systems, Inc., CVG, Incorporated, General Microwave Corporation, General Microwave Israel Corporation, Henry Bros. Electronics, Inc. (CO), Herley Industries, Inc., Herley-CTI, Inc., Herley-RSS, Inc., Integral Systems, Inc., Lumistar, Inc., LVDM, Inc., Micro Systems, Inc., MSI Acquisition Corp., Newpoint Technologies, Inc., Real Time Logic, Inc., SAT Corporation, and Stapor Research, Inc.				*
4.1	Specimen Stock Certificate	10-K	12/26/10	4.1	
4.2	Form of 10% Senior Secured Note due 2017 (issuable in connection with the October 2011 exchange offer)				*
4.3	Form of 10% Senior Secured Note due 2017 (issued in connection with the August 2011 exchange offer)	S-4	06/07/11	4.2	
4.4	Form of 10% Senior Secured Note due 2017 (issued in connection with the 2010 exchange offer)	S-4	06/28/10	4.1	
4.5	Indenture, dated as of May 19, 2010, by and among Kratos Defense & Security Solutions, Inc., the Guarantors set forth therein and Wilmington Trust, National Association (as successor by merger to Wilmington Trust FSB), as Trustee and Collateral Agent (including the Form of 10% Senior Secured Notes due 2017 filed as an exhibit thereto)	8-K	05/25/10	4.1	
4.6	First Supplemental Indenture, dated as of February 7, 2011, by and among Kratos Defense & Security Solutions, Inc., the guarantors listed on Exhibit A thereto and Wilmington Trust, National Association (as successor by merger to Wilmington Trust FSB), as trustee, to the Indenture (as amended or supplemented), dated as of May 19, 2010, among Kratos Defense & Security Solutions, Inc., the guarantors party thereto and Wilmington Trust, National Association (as successor by merger to Wilmington Trust FSB), as trustee and collateral agent	8-K	02/07/11	10.2	
4.7	Supplemental Indenture, dated April 1, 2011, among the guaranteeing subsidiaries named therein and Wilmington Trust, National Association (as successor by merger to Wilmington Trust FSB), as trustee, to the Indenture (as amended or supplemented), dated as of May 19, 2010, among Kratos Defense & Security Solutions, Inc., the guarantors party thereto and Wilmington Trust, National Association (as successor by merger to Wilmington Trust FSB), as trustee and collateral agent	8-K	04/07/11	4.1	

Exhibit Number	Exhibit Description	Incorporated by Reference			Filed—Furnished Herewith
		Form	Filing Date/ Period End Date	Exhibit	
4.8	Third Supplemental Indenture, dated April 15, 2011, by and among Kratos Defense & Security Solutions, Inc., the guarantors listed on Exhibit A thereto and Wilmington Trust, National Association (as successor by merger to Wilmington Trust FSB), as trustee and collateral agent, to the Indenture, (as amended or supplemented), dated as of May 19, 2010, among Kratos Defense & Security Solutions, Inc., the guarantors party thereto and Wilmington Trust, National Association (as successor by merger to Wilmington Trust FSB), as trustee and collateral agent	8-K	04/20/11	4.1	
4.9	Sixth Supplemental Indenture, dated July 27, 2011, by and among Kratos Defense & Security Solutions, Inc., the guarantors listed on Exhibit A thereto and Wilmington Trust, National Association (as successor by merger to Wilmington Trust FSB), as trustee and collateral agent, to the Indenture, (as amended or supplemented), dated as of May 19, 2010, among Kratos Defense & Security Solutions, Inc., the guarantors party thereto and Wilmington Trust, National Association (as successor by merger to Wilmington Trust FSB), as trustee and collateral agent	8-K	07/29/11	4.1	
4.10	Rights Agreement, dated as of December 16, 2004, by and between Kratos Defense & Security Solutions, Inc. and Wells Fargo, N.A.	8-K	12/17/04	4.1	
4.11	Registration Rights Agreement, dated March 25, 2011, by and among Kratos Defense & Security Solutions, Inc., Acquisition Co. Lanza Parent, Lanza Acquisition Co., the guarantors named therein, Jefferies & Company, Inc., KeyBanc Capital Markets Inc., and Oppenheimer & Co. Inc.	8-K	03/29/11	4.2	
4.12	Registration Rights Agreement, dated July 27, 2011, by and among Kratos Defense & Security Solutions, Inc., the guarantors named therein, Jefferies & Company, Inc., KeyBanc Capital Markets Inc., and B. Riley & Co., LLC	8-K	07/29/11	4.2	
5.1	Opinion of Paul Hastings LLP				*
5.2	Opinion of Sheppard, Mullin, Richter & Hampton LLP				*
5.3	Opinion of Jackson Walker L.L.P.				*
5.4	Opinion of Greenberg Traurig, P.A.				*
5.5	Opinion of Greenberg Traurig, LLP				*
5.6	Opinion of Dinsmore & Shohl LLP				*
5.7	Opinion of Bradley Arant Boult Cummings LLP				*

Exhibit Number	Exhibit Description	Incorporated by Reference			Filed—Furnished Herewith
		Form	Filing Date/ Period End Date	Exhibit	
5.8	Opinion of Ice Miller LLP				*
5.9	Opinion of King & Spalding LLP				*
5.10	Opinion of Montgomery, McCracken, Walker & Rhoads, LLP				*
5.11	Opinion of Faegre & Benson				*
10.1	Purchase Agreement, dated March 25, 2011, by and among Kratos Defense & Security Solutions, Inc., Acquisition Co. Lanza Parent, Lanza Acquisition Co., the guarantors named therein, Jefferies & Company, Inc., KeyBanc Capital Markets Inc., and Oppenheimer & Co. Inc.	8-K	03/29/11	10.1	
10.2	Security Agreement, dated March 25, 2011, by and among Acquisition Co. Lanza Parent, Lanza Acquisition Co., and Wilmington Trust, National Association (as successor by merger to Wilmington Trust FSB), as collateral agent	8-K	03/29/11	10.2	
10.3	Security Agreement, dated as of May 19, 2010, by and among Kratos Defense & Security Solutions, Inc., the Guarantors set forth therein, and Wilmington Trust, National Association (as successor by merger to Wilmington Trust FSB), as Collateral Agent	8-K	05/25/10	10.2	
10.4	Intercreditor Agreement, dated as of May 19, 2010, by and among Kratos Defense & Security Solutions, Inc., the Guarantors set forth therein, Wilmington Trust, National Association (as successor by merger to Wilmington Trust FSB), as Indenture Agent and KeyBank National Association, as Credit Facility Agent	8-K	05/25/10	10.3	
10.5	Credit and Security Agreement, dated as of May 19, 2010, as amended and restated as of July 27, 2011, among Kratos Defense & Security Solutions, Inc., as Borrower, the Lenders named therein, and KeyBank National Association, as Lead Arranger, Sole Book Runner and Administrative Agent	8-K	07/29/11	10.1	
12.1	Statement of computation of ratio of earnings to fixed charges				*
21.1	List of Subsidiaries				*
23.1	Consent of Paul Hastings LLP (included in Exhibit 5.1)				*
23.2	Consent of Sheppard, Mullin, Richter & Hampton LLP (included in Exhibit 5.2)				*
23.3	Consent of Independent Registered Public Accounting Firm, Grant Thornton LLP				*

Exhibit Number	Exhibit Description	Incorporated by Reference			Filed—Furnished Herewith
		Form	Filing Date/ Period End Date	Exhibit	
23.4	Consent of Independent Registered Public Accounting Firm, KPMG LLP				*
23.5	Consent of Independent Registered Public Accounting Firm, Ernst & Young LLP				*
23.6	Consent of Independent Registered Public Accounting Firm, Grant Thornton LLP				*
23.7	Consent of Registered Public Accounting Firm, Marcum LLP				*
23.8	Consent of Registered Public Accounting Firm, Brightman Almagor Zohar & Co.				*
23.9	Consent of Independent Registered Public Accountants, Amper, Politziner & Mattia LLP				*
23.10	Consent of Independent Registered Public Accounting Firm, Plante & Moran, PLLC				*
24.1	Powers of attorney (included in signature pages of the Registration Statement)				*
25.1	Form T-1 Statement of Eligibility under the Trust Indenture Act of 1939, of Trustee under the Indenture				*
99.1	Form of Letter of Transmittal				*
99.2	Form of Notice of Guaranteed Delivery				*
99.3	Form of Letter to Registered Holders and Depository Trust Company Participants				*
99.4	Form of Letter to Clients				*
99.5	Unaudited historical financial information for Integral Systems, Inc. as of July 1, 2011 and September 24, 2010 and for each of the three and nine month periods ended July 1, 2011 and June 25, 2010.				*
99.6	Unaudited pro forma combined (i) balance sheet as of June 26, 2011 and (ii) statement of operations for the fiscal year ended December 26, 2010 and the six month period ended June 26, 2011.				*

Exhibit 3.94

ARTICLES OF INCORPORATION

OF

SHADOW III, INC.

FIRST: The name of the corporation is:

Shadow III; Inc.

SECOND: The purpose of the corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

THIRD: The name and complete address in this State of the corporation's initial agent for service of process is:

Edward M. Lake, CFO
SYS Technologies
5050 Murphy Canyon Road, Suite 200
San Diego, CA 92123

FOURTH: The corporation is authorized to issue a total of one million (1,000,000) shares of Common Stock ("Common Stock").

FIFTH: The liability of the directors of the corporation for monetary damages shall be eliminated to the fullest extent permissible under California law.

SIXTH: The corporation is authorized to provide indemnification of its agents (as defined in Section 317(a) of the California Corporations Code) to the fullest extent permissible under California law through bylaw provisions, agreements with its agents, vote of the shareholders or disinterested directors, or otherwise, in excess of the indemnification otherwise permitted by Section 317 of the California Corporations Code. The corporation is further authorized to provide insurance for agents as set forth in Section 317 of the California Corporations Code.

SEVENTH: Any repeal or modification of the foregoing provisions of Articles Fifth and Sixth by the shareholders of the corporation shall not adversely affect any right or protection of an agent of this corporation existing at the time of such repeal or modification.

For the purpose of forming the corporation under the laws of the State of California, the undersigned incorporator has executed these Articles of Incorporation.

Dated: September 26, 2006

/s/ Antonia E. Lopes

Antónia E. Lopes, Sole Incorporator

CERTIFICATE OF AMENDMENT OF
ARTICLES OF INCORPORATION

The undersigned certify that

1. They are the president and the secretary, respectively, of Shadow III, Inc., a California corporation.

2. Article I of the Articles of Incorporation of this corporation is amended to read as follows:

   The name of the corporation is:
   Kratos Integral Systems International, Inc.

3. The foregoing amendment of Articles of Incorporation has been duly approved by the board of directors.

4. The foregoing amendment of Articles of Incorporation has been duly approved by the required vote of shareholders in accordance with Section 902, California Corporations Code. The total number of outstanding shares of the corporation is 1,000. The number of shares voting in favor of the amendment equaled or exceeded the vote required. The percentage vote required was more than 50%.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

DATE: 9/9/2011

/s/ Eric DeMarco

Eric DeMarco, President

/s/ Deborah Butera

Deborah Butera, Secretary

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Exhibit 3.101

ARTICLES OF RESTATEMENT OF
INTEGRAL SYSTEMS, INC.

Integral Systems, Inc., a Maryland corporation (hereinafter called the "Corporation"), hereby certifies to the State Department of Assessments and Taxation of Maryland that:

1. The Corporation desires to restate its Charter as currently in effect.

FIRST: The name of the Corporation is INTEGRAL SYSTEMS, INC. (hereinafter the "Corporation").

SECOND: The purposes for which the Corporation is formed are:

To carry on an engineering services and consulting business and to engage in any transaction deemed necessary, convenient or incidental to the foregoing purpose.

In aid of, or in connection with, the foregoing, or in the use, management, improvements, or disposition of its property, the Corporation shall have the power:

(a) To do all things lawful, necessary or incidental to the accomplishment of the purposes set forth above,; to exercise all lawful powers possessed by Maryland corporations of similar character; to enter into partnerships or joint ventures; and to engage in any business in which a corporation organized under the laws of Maryland may engage, except any business that is required to be specifically set forth in the Articles of Incorporation.

SECOND: The purposes for which the Corporation is formed are:

To carry on an engineering services and consulting business and to engage in any transaction deemed necessary, convenient or incidental to the foregoing purpose.

a) To do all things lawful, necessary or incidental to the accomplishment of the. purposes set forth above; to exercise all lawful powers possessed by Maryland corporations of similar character; to enter into partnerships or joint ventures; and to engage in any business in which a corporation organized under the laws of Maryland may engage, except any business that is required to be specifically set forth in the Articles of Incorporation.

(b) The objects, powers and purposes specified in any clause or paragraph hereinbefore contained shall be construed as objects and power, in furtherance and not in limitation of the general powers conferred upon corporations by the laws of the State of Maryland; and it is hereby expressly provided that the foregoing enumeration of powers shall in no way limit or restrict any other power, object or purpose of the Corporation or in any manner affect any general powers or authority of the Corporation.

THIRD: The post office address of the principal office of the Corporation in Maryland is 5000 Philadelphia Way, Suite A Lanham, Prince George's County, Maryland 20706. The name and post office address of the resident agent of the Corporation for Maryland is Thomas L. Gough at the same address.

FOURTH: The total number of shares of stock which the Corporation is authorized to issue is one class of Forty Million (40,000,000) shares of common stock with par value, of $0.131 per share. The aggregate par value of all shares of the Corporation's stock is $400,000.

FIFTH: The number of directors shall be set at six (6) members. The number of directors may be increased or decreased by the Board of Directors pursuant to the bylaws of the Corporation.

SIXTH: Provisions for regulation of the internal affairs of the Corporation are: None.

SEVENTH: The Corporation shall exist perpetually.

EIGHTH: No holder of any shares of stock of the Corporation, and no holder of any other security issued by the Corporation, whether now or hereafter authorized, shall have any pre-emptive rights.

NINTH: The Corporation shall indemnify as determined by the Board of Directors any person who is serving or has served as a director or officer or employee or agent of this Corporation to the extent permitted by Maryland Law, who has been made, or is threatened to be made, a party to an action, suit, or proceeding, whether civil, criminal administrative, investigative, or otherwise (including an action, suit or proceeding by or in the right of the Corporation), by reason of the fact that the person is or was a director or officer or employee or agent of the Corporation, or a fiduciary within the meaning of the Employee Retirement Income Security Act of 1974 with respect to an employee benefit plan of the Corporation, or serves or served at the request of the Corporation as a director, or as an officer, or as a fiduciary of an employee benefit plan, of another corporation, partnership, joint venture, trust or other enterprise, or as an employee, or as an agent except in relation to matters as to which such person is adjudged in such action, suit or proceedings or otherwise determined to be liable for negligence or misconduct in the performance of duty.

In addition, the Corporation as determined by the Board of Directors shall pay for or reimburse any expenses incurred by such persons who are parties to such proceeding in advance of the final disposition of such proceedings, to the extent permitted by the Maryland Law.

2. The provisions set forth in the above articles of restatement are all of the provisions of the Corporation's Charter currently in effect.

3. The restatement of the Charter of the Corporation herein made was approved by a majority of the entire Board of Directors of the Corporation.

4. The Charter of the Corporation is not amended by this above articles of restatement.

5. The current address of the principal office of the Corporation is 5000 Philadelphia Way, Suite A, Lanham, Prince George's County, Maryland 20706, and the Corporation's current resident agent is Thomas L Gough whose address is 5000 Philadelphia Way, Suite A, Lanham, Prince George's County, Maryland 20706.

6. The Corporation currently has six (6) directors. The directors currently in office are Steven R. Chamberlain, Robert P. Sadler, Thomas L. Gough, Bonnie K. Wachtel, Dominic A. Laitia and R. Doss McComas.

IN WITNESS WHEREOF, Integral Systems, Inc. has caused these Articles of Restatement to be signed in its name and on its behalf by its President, Thomas L. Gough, and attested by its Secretary, Robert P. Sadler, on the 7th day of May, 1999.

THE UNDERSIGNED President acknowledges these Articles of Restatement to be the corporate act of the Corporation and states that, to the best of his knowledge, information and belief, the matters and facts set forth herein with respect to the authorization and approval hereof are true in all material respects and that his statement is made under the penalties of perjury.

INTEGRAL SYSTEMS, INC.

BY: /s/ Thomas L. Gough (SEAL)

Thomas L. Gough,
President

ATTEST:

/s/ Robert P. Sadler

Robert P. Sadler,
Secretary

INTEGRAL SYSTEMS, INC.
ARTICLES SUPPLEMENTARY

Integral Systems, Inc., a Maryland corporation (the "Corporation"), hereby certifies to the State Department of Assessments and Taxation of Maryland (the "SDAT"), that:

FIRST: Under a power contained in Title 3, Subtitle 8 of the Maryland General Corporation Law (the "MGCL"), and in accordance with resolutions duly adopted by the Board of Directors of the Corporation (the "Board of Directors") at a duly called meeting, the Corporation elects, notwithstanding any provision in its charter or Bylaws to the contrary, to be subject to Section 3-803, Section 3-804 and Section 3-805 of the MGCL, the repeal of which may be effected only by the means authorized by Section 3-802(b)(3) of the MGCL.

SECOND: The election to become subject to Section 3-803, Section 3-804 and Section 3-805 of the MGCL has been approved by the Board of Directors in the manner and by the vote required by law.

THIRD: The undersigned President of the Corporation acknowledges these Articles Supplementary to be the corporate act of the Corporation and, as to all matters or facts required to be verified under oath, the undersigned President acknowledges that, to the best of his knowledge, information and belief, these matters and facts are true in all material respects and that this statement is made under the penalties for perjury.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Corporation has caused these Articles Supplementary to be executed under seal in its name and on its behalf by its President and attested by its Secretary on this 13th day of March, 2006.

INTEGRAL SYSTEMS, INC.

/s/ Thomas L. Gough (SEAL)

Thomas L. Gough,
President

ATTEST:

/s/ Elaine M. Brown

Elaine M. Brown,
Secretary

INTEGRAL SYSTEMS, INC.
ARTICLES SUPPLEMENTARY

Integral Systems, Inc., a Maryland corporation (the "Corporation"), hereby certifies to the State Department of Assessments and Taxation of Maryland (the "SDAT"), that:

FIRST: Under a power contained in Title 3, Subtitle 8 of the Maryland General Corporation Law (the "MGCL"), and in accordance with resolutions duly adopted by the Board of Directors of the Corporation (the "Board of Directors") at a duly called meeting, the Corporation hereby elects, in accordance with Section 3-802(b)(3) of the MGCL, not to be subject to Section 3-803, Section 3-804 and Section 3-805 of the MGCL.

SECOND: The election not to be subject to Section 3-803, Section 3-804 and Section 3-805 of the MGCL has been approved by the Board of Directors in the manner and by the vote required by law.

THIRD: The undersigned Chief Executive Officer of the Corporation acknowledges these Articles Supplementary to be the corporate act of the Corporation and, as to all matters or facts required to be verified under oath, the undersigned Chief Executive Officer acknowledges that, to the best of his knowledge, information and belief, these matters and facts are true in all material respects and that this statement is made under the penalties for perjury.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Corporation has caused these Articles Supplementary to be executed under seal in its name and on its behalf by its Chief Executive Officer and attested by its Secretary on this 12 day of February, 2007.

INTEGRAL SYSTEMS, INC.

By /s/ Peter J. Gaffney (SEAL)

Peter J. Gaffney,
Chief Executive Officer

ATTEST:

/s/ Elaine M. Brown

Name: Elaine M. Brown,
Secretary

INTEGRAL SYSTEMS, INC.
ARTICLES OF AMENDMENT

INTEGRAL SYSTEMS, INC., a Maryland corporation ("Corporation"), hereby certifies to the State Department of Assessments and Taxation of Maryland (the "Department") that:

FIRST: The Corporation desires to, and does hereby, amend the charter of the Corporation as currently in effect, consisting of Articles of Restatement filed with the Department on May 18, 1999, as supplemented (the "Charter"), pursuant to Sections 2-601 et seq. of the MARYLAND GENERAL CORPORATION LAW (the "MGCL").

SECOND: The Charter of the Corporation is hereby amended by deleting therefrom in its entirety the existing Article SECOND, and inserting in lieu thereof, the following new Article SECOND:

SECOND: The purposes for which the Corporation is formed are:

To carry on an engineering services and consulting business, to engage any other lawful act or activity for which corporations may be organized und the laws of Maryland and to engage in any transaction deemed necessary, convenient or incidental to the foregoing purpose.

In aid of, or in connection with, the foregoing, or in the use, management, improvement, or disposition of its property, the Corporation shall have the power:

(a) To do all things lawful, necessary or incidental to the accomplishment of the purposes set forth above; to exercise all lawful powers possessed by Maryland corporations of similar character; to enter into partnerships or joint ventures, and to engage in any business in which a corporation organized under the laws of Maryland may engage, except any business that is required to be specifically set forth in the charter of the Corporation.

(b) The objects, powers and purposes specified in any clause or paragraph hereinbefore contained shall be construed as objects and powers in furtherance and not in limitation of the general powers conferred upon corporations by the laws of the State of Maryland, and it is hereby expressly provided that the foregoing enumeration of specific powers shall in no way limit or restrict any other power, object or purpose of the Corporation or in any manner affect any general powers or authority of the Corporation.

THIRD: The Charter of the Corporation is hereby further amended by deleting therefrom in its entirety the existing Article THIRD, and inserting in lieu thereof, the following new Article THIRD:

THIRD: The post office address of the principal office of the Corporation in Maryland is 5000 Philadelphia Way, Suite A, Lanham, Prince George's County, Maryland 20706. The name and post office address of the resident agent of the Corporation in Maryland is William M. Bambarger, Jr. at the same address.

FOURTH: The Charter of the Corporation is hereby further amended by deleting therefrom in its entirety the existing Article FIFTH, and inserting in lieu thereof, the following new Article FIFTH:

FIFTH: The number of directors shall initially be set at seven (7) members. The number of directors may be increased or decreased by the Board of Directors pursuant to the bylaws of the Corporation.

FIFTH: The Charter of the Corporation is hereby further amended by deleting therefrom in its entirety the existing Article SIXTH.

SIXTH: The Charter of the Corporation is hereby further amended by redesignating Articles SEVENTH, EIGHTH and NINTH as Articles SIXTH, SEVENTH and EIGHT, respectively.

SEVENTH: The Charter of the Corporation is hereby further amended by inserting the following new Article NINTH:

NINTH: Notwithstanding any provision of Maryland law permitting or requiring any action to be taken or approved by the affirmative vote of the holders of shares entitled to cast a greater number of votes, any such action shall be effective and valid if taken or approved by the affirmative vote of holders of shares entitled to cast a majority of all the votes entitled to be cast on the matter.

EIGHTH: The foregoing amendments to the Charter as set forth in these Articles of Amendment have been duly advised by the Board of Directors of the Corporation and approved by the stockholders of the Corporation as required by law.

NINTH: The foregoing amendments to the Charter as set forth in these Articles of Amendment do not increase the authorized stock of the Corporation.

TENTH: These Articles of Amendment shall be effective upon filing with the Department.

ELEVENTH: The undersigned Chief Executive Officer and President of the Corporation acknowledges these Articles of Amendment to be the corporate act of the Corporation and, as to all matters or facts required to be verified under oath, the undersigned Chief Executive Officer and President acknowledges that to the best of his knowledge, information and belief, these matters and facts are true in all material respects and that this statement is made under the penalties of perjury.

[SIGNATURE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Corporation has caused these Articles of Amendment to be executed under seal in its name and on its behalf by its Chief Executive Officer and President, and attested to by its Secretary, on this 26th day of February, 2009.

INTEGRAL SYSTEMS, INC.

BY: /s/ John B. Higginbotham (SEAL)

John B. Higginbotham,
Chief Executive Officer and President

ATTEST:

/s/ R. Miller Adams

R. Miller Adams,
Secretary

INTEGRAL SYSTEMS, INC.
ARTICLES SUPPLEMENTARY

INTEGRAL SYSTEMS, INC., a Maryland corporation (the "Corporation"), hereby certifies to the State Department of Assessments and Taxation of Maryland that:

FIRST: Pursuant to Title 3, Subtitle 8 of the Maryland General Corporation Law (the "MGCL"), and in accordance with resolutions duly adopted by the Board of Directors of the Corporation (the "Board of Directors") at a duly called meeting held on August 13, 2010, the Corporation has elected to be subject to all of the provisions of Sections 3-803, 3-804 and 3-805 of the MGCL.

SECOND: These Articles Supplementary, and the election by the Corporation to be subject to all of the provisions of Sections 3-803, 3-804 and 3-805 of the MGCL, have been approved by the Board of Directors in the manner and by the vote required by law.

THIRD: The undersigned Chief Executive Officer and President of the Corporation acknowledges these Articles Supplementary to be the corporate act of the Corporation and, as to all matters or facts required to be verified under oath, the undersigned Chief Executive Officer and President of the Corporation acknowledges that, to the best of his knowledge, information and belief, these matters and facts are true in all material respects and that this statement is made under the penalties for perjury.

IN WITNESS WHEREOF, the Corporation has caused these Articles Supplementary to be executed under seal in its name and on its behalf by its Chief Executive Officer and President and attested to by its Assistant Secretary on this 13th day of August, 2010.

INTEGRAL SYSTEMS, INC.

By: /s/ Paul G. Casner, Jr. (SEAL)

Paul G. Casner, Jr.,
Chief Executive Officer and President

ATTEST:

/s/ Tory Harris

Tory Harris, Assistant Secretary

ARTICLES OF MERGER

OF

IRIS MERGER SUB INC.
(a Maryland corporation)

WITH AND INTO

INTEGRAL SYSTEMS, INC.
(a Maryland corporation)

THIS IS TO CERTIFY THAT:

FIRST: IRIS Merger Sub Inc., a Maryland corporation (the "Merging Corporation"), and Integral Systems, Inc., a Maryland corporation (the "Surviving Corporation"), agree to effect a merger of the Merging Corporation with and into the Surviving Corporation, upon the terms and conditions herein set forth (the "Merger").

SECOND: The Surviving Corporation is a Maryland corporation and is the corporation to survive the Merger. The principal office of the Surviving Corporation in the State of Maryland is located in Howard County.

THIRD: The Merging Corporation is a Maryland corporation. The principal office of the Merging Corporation in the State of Maryland is located in Baltimore City. The Merging Corporation owns no interest in land in the State of Maryland.

FOURTH: The terms and conditions of the Merger described in these Articles of Merger were advised, authorized and approved by the Surviving Corporation in the manner and by the vote required by the laws of the State of Maryland and its charter as follows:

(a) The board of directors of the Surviving Corporation adopted resolutions which declared that the Merger described in these Articles of Merger is advisable and directed that the Merger be submitted for consideration by the stockholders of the Surviving Corporation.

(b) The Merger was approved by the stockholders of the Surviving Corporation by the affirmative vote of a majority of the votes entitled to be cast on the Merger, at a meeting duly called and held, as required by the charter of the Surviving Corporation and the Maryland General Corporation Law.

FIFTH: The terms and conditions of the Merger described in these Articles of Merger were advised, authorized and approved by the Merging Corporation in the manner and by the vote required by the laws of the State of Maryland and its charter as follows:

(a) The board of directors of the Merging Corporation adopted resolutions which declared that the Merger described in these Articles of Merger is advisable and directed that the Merger be submitted for consideration by the sole stockholder of the Merging Corporation.

(b) The Merger was approved by the sole stockholder of the Merging Corporation by written consent.

SIXTH: The total number of shares of all classes of stock that the Surviving Corporation has authority to issue is 40,000,000 shares of common stock, par value $0.01 per share, for an aggregate par value of $400,000.00.

SEVENTH: The total number of shares of all classes of stock which the Merging Corporation has authority to issue is 1,000 shares of common stock, par value $0.01 per share, for an aggregate par value of $10.00.

EIGHTH: At the Effective Time (as defined below), the Merging Corporation shall be merged with and into the Surviving Corporation; and, thereupon, the Surviving Corporation shall possess any and all purposes and powers of the Merging Corporation; and all leases, licenses, property, rights, privileges and powers of whatever nature and description of the Merging Corporation shall be transferred to, vested in and devolved upon the Surviving Corporation, without further act or deed, and all of the debts, liabilities, duties and obligations of the Merging Corporation will become the debts, liabilities, duties and obligations of the Surviving Corporation.

NINTH: The manner and basis of converting and exchanging the issued stock of the merging corporations, and the treatment of any issued shares of stock not to be converted or exchanged, is as follows, as more fully described in the Agreement and Plan of Merger (the "Merger Agreement"), dated as of May 15, 2011, by and among the Surviving Corporation, Kratos Defense & Security Solutions, Inc., a Delaware corporation ("Kratos"), IRIS Acquisition Sub LLC, a Maryland limited liability company, and the Merging Corporation:

(a) At the Effective Time, each share of common stock of the Merging Corporation issued and outstanding immediately prior to the Effective Time will remain outstanding as a share of common stock of the Surviving Corporation.

(b) At the Effective Time, each share of stock of the Surviving Corporation issued and outstanding immediately prior to the Effective Time, other than a Restricted Share (defined below), owned by a person other than Kratos, the Merging Corporation or any wholly owned subsidiary of the Surviving Corporation shall, by virtue of the Merger and without any action on the part of the such person, be converted into the right to receive (i) $5.00 in cash without interest, and (ii) 0.588 shares of the common stock of Kratos, subject to the receipt of cash in lieu of fractional shares, as more fully set forth in the Merger Agreement (together, the "Merger Consideration"), and each such share of stock of the Surviving Corporation shall no longer be outstanding and shall automatically be canceled and shall cease to exist, and each holder of such shares of stock shall cease to have any rights with respect to such shares, except the right to receive the Merger Consideration.

(c) At the Effective Time, each share of stock of the Surviving Corporation owned by Kratos, the Merging Corporation or any wholly owned subsidiary of the Surviving Corporation immediately prior to the Effective Time shall be canceled and shall cease to exist without any conversion thereof, and no payment or distribution shall be made with respect thereto.

(d) At the Effective Time, each share of restricted stock granted under an equity plan maintained by the Surviving Corporation or otherwise outstanding immediately prior to the Effective Time and that vests as a result of the Merger (each, a "Restricted Share") shall be cancelled immediately prior to the Effective Time and the holder thereof shall be entitled to receive an amount in cash, without interest, equal to the product of (i) the number of Restricted Shares held by such holder, multiplied by (ii) $13.00 (with the aggregate amount of such payment to the holder to be rounded to the nearest cent), less the amount of any required withholding.

TENTH: Promptly, and in no event later than one business day after the Effective Time, Kratos will deposit (or cause to be deposited) with the Paying Agent (as defined in the Merger Agreement) (i) stock certificates representing the shares of common stock of Kratos and (ii) cash, in each case, in an aggregate amount equal to the number of shares of common stock of Kratos and amount of cash into which the shares of common stock of the Surviving Corporation issued and outstanding immediately prior to the Effective Time owned by a person other than Kratos, the Merging

Corporation or any wholly-owned subsidiary of the Surviving Corporation, have been converted in the Merger. The shares of common stock of Kratos and the cash deposited with the Paying Agent shall not be used for any purpose other than to fund payments due in accordance with Article II of the Merger Agreement, except as provided in the Merger Agreement; and such shares of common stock of Kratos and cash shall be promptly applied in making the exchanges and payments provided for in the applicable sections of the Merger Agreement.

ELEVENTH: The charter of the Surviving Corporation will not be amended in connection with the Merger.

TWELFTH: The Merger shall become effective upon the acceptance for record of these Articles of Merger by the State Department of Assessment and Taxation of the State of Maryland (the "Effective Time").

THIRTEENTH: Each of the undersigned officers acknowledges these Articles of Merger to be the act and deed of the respective entity on whose behalf he or she has signed, and further, as to all matters or facts required to be verified under oath, each of the undersigned acknowledges that to the best of his or her knowledge, information and belief, these matters and facts relating to the entity on whose behalf he or she has signed are true in all material respects and that this statement is made under the penalties for perjury.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, these Articles of Merger have been duly executed by the parties hereto as of the day of July, 2011.

ATTEST:

/s/ Tory Harris

Name: Tory Harris
Title: Assistant Corporate Secretary

INTEGRAL SYSTEMS, INC.

By: /s/ R. Miller Adams

Name: R. Miller Adams
Title: General Counsel, Executive Vice President for Corporate Affairs and Corporate Secretary

ATTEST:

/s/ Laura Siegal

Name: Laura Siegal
Title: Vice President, Corporate Controller, Secretary & Treasurer

IRIS MERGER SUB INC.

By: /s/ Deanna Lund

Name: Deanna Lund
Title: Executive Vice President & Chief Financial Officer

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Exhibit 3.102

ARTICLES OF RESTATEMENT

OF

ARTICLES OF INCORPORATION

OF

AVTEC SYSTEMS, INC.

Pursuant to the provisions of Section 13.1-711 of the Virginia Stock Corporation Act, as amended (the "VSCA"), the undersigned, on behalf of the corporation set forth below, hereby executes the following Articles of Restatement and states as follows:

I.

The name of the corporation immediately prior to the restatement is Avtec Systems, Inc. (the "Corporation").

11.

The restatement contains an amendment to the Articles of Incorporation of the Corporation (the "Articles of Incorporation").

III.

The Articles of Incorporation are amended and restated in their entirety to read as set forth in *Exhibit A* attached hereto (the "Amended and Restated Articles of Incorporation").

IV.

The Amended and Restated Articles of Incorporation were adopted by the Corporation on March 5, 2010.

V.

The Amended and Restated Articles of Incorporation were adopted by the unanimous written consent of the shareholders of the Corporation pursuant to Section 13.1-657 of the VSCA.

(Signature Page Follows)

WITNESS WHEREOF, the Corporation has caused these Articles of Restatement to be signed in its name and on its behalf by its below-named officer, this 5th day of March, 2010.

AVTEC SYSTEMS, INC.

By: /s/ R. Miller Adams

R. Miller Adams
Secretary
SCC ID No. 0429633-1

EXHIBIT A
AMENDED AND RESTATED ARTICLES OF INCORPORATION

[See Attached]

AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
AVTEC SYSTEMS, INC.

ARTICLE I

The name of the Corporation is Avtec Systems, Inc.

ARTICLE II

The Corporation shall have the authority to issue 25,000 shares of common stock.

ARTICLE III

The initial registered office shall be located at 4701 Cox Rd., Ste. 301, Glenn Allen, VA, 23060, in the County of Henrico, and the initial registered agent shall be CT Corporation System, a foreign stock corporation authorized to transact business in the Commonwealth of Virginia, whose business address is the same as the address of the initial registered office.

ARTICLE IV

The Board of Directors may, from time to time, amend these Articles to exercise the powers granted by Section 13.1-639, 13.1-643 and any other provision of the Code of Virginia, as amended.

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Exhibit 3.103

AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
CVG, INCORPORATED

CVG, Incorporated (the "Corporation"), a corporation organized and existing under the Virginia Stock Corporation Act of the Commonwealth of Virginia (the "VSCA"), hereby certifies as follows:

ARTICLE I

The name of the Corporation is CVG, Incorporated.

ARTICLE II

The purpose for which the Corporation is formed is to transact any or all lawful business, not required to be specifically stated in these Articles, for which corporations may be incorporated under the Virginia Stock Corporation Act, as amended from time to time.

ARTICLE III

The number of shares which the Corporation shall have authority to issue shall be 100 shares of common stock.

ARTICLE IV

The initial registered office shall be located 14432 Albemarle Point Pl., Chantilly, VA 20151, in the county of Fairfax, and the initial registered agent shall be Stephen J. Gizinski, III, a resident of Virginia and a director of the Corporation, whose business address is the same as the address of the initial registered office.

ARTICLE V

1. In this Article:

"applicant" means the person seeking indemnification pursuant to this Article.

"expenses" includes counsel fees.

"liability" means the obligation to pay a judgment, settlement, penalty, fine, including any excise tax assessed with respect to an employee benefit plan, or reasonable expenses incurred with respect to a proceeding.

"party" includes an individual who was, is, or is threatened to be made a named defendant or respondent in a proceeding.

"proceeding" means any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal.

2. In any proceeding brought by or in the right of the Corporation or brought by or on behalf of shareholders of the Corporation, no director or officer of the Corporation shall be liable to the Corporation or its shareholders for monetary damages with respect to any transaction, occurrence or course of conduct, whether prior or subsequent to the effective date of this Article, except for liability resulting from such person's having engaged in intentional misconduct or a knowing violation of the criminal law or any federal or state securities law.

3. The Corporation shall indemnify (i) any person who was or is a party to any proceeding, including a proceeding brought by a shareholder in the right of the Corporation or brought by or on behalf of shareholders of the Corporation, by reason of the fact that he is or was a director or officer of the Corporation, or (ii) any director or officer who is or was serving at the request of the Corporation as a (1) director, trustee, partner or officer of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against any liability incurred by him in connection with such proceeding unless he engaged in intentional misconduct or a knowing violation of

the criminal law. A person is considered to be serving an employee benefit plan at the Corporation's request if his duties to the Corporation also impose duties on, or otherwise involve services by, him to the plan or to participants in or beneficiaries of the plan. The Board of Directors is hereby empowered, by a majority vote of a quorum of disinterested Directors, to enter into a contract to indemnify any director or officer in respect of any proceedings arising from any act or omission, whether occurring before or after the execution of such contract.

4. The provisions of this Article shall be applicable to all such proceedings commenced after the adoption hereof, arising from any act or omission, whether occurring before or after such adoption. No amendment or repeal of this Article shall have any effect on the rights provided under this Article with respect to any act or omission occurring prior to such amendment or repeal. The Corporation shall promptly take all such actions, and make all such determinations, as shall be necessary or appropriate to comply with its obligation to make any indemnity under this Article and shall promptly pay or reimburse all reasonable expenses, including attorneys' fees, incurred by any such director or officer in connection with such actions and determinations or proceedings of any kind arising therefrom.

5. The termination of any proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not of itself create a presumption that the applicant did not meet the standard of conduct that is or may be a prerequisite to the limitation or elimination of liability provided in section 2 or his entitlement to indemnification under section 3 of this Article.

6. Any indemnification under section 3 of this Article (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the applicant is proper in the circumstances because he has met the applicable standard of conduct set forth in section 3. The determination shall be made:

(a) By the Board of Directors by a majority vote of a quorum consisting of Directors not at the time parties to the proceeding;

(b) If a quorum cannot be obtained under subsection (a) of this section, by majority vote of a committee duly designated by the Board of Directors (in which designation Directors who are parties may participate), consisting solely of two or more Directors not at the time parties to the proceeding;

(c) By special legal counsel:

(i) Selected by the Board of Directors or its committee in the manner prescribed in subsection (a) or (b) of this section; or

(ii) If a quorum of the Board of Directors cannot be obtained under subsection (a) of this section and a committee cannot be designated under subsection (b) of this section, selected by majority vote of the full Board of Directors, in which selection Directors who are parties may participate; or

(d) By the shareholders, but shares owned by or voted under the control of Directors who are at the time parties to the proceeding may not be voted on the determination.

Any evaluation as to reasonableness of expenses shall be made in the same manner as the determination that indemnification is appropriate, except that if the determination is made by special legal counsel, such evaluation as to reasonableness of expenses shall be made by those entitled under subsection (c) of this section 6 to select counsel.

Notwithstanding the foregoing, in the event there has been a change in the composition of a majority of the Board of Directors after the date of the alleged act or omission with respect to which indemnification is claimed, any determination as to indemnification and advancement of expenses with respect to any claim for indemnification made pursuant to this Article shall be made by special legal counsel agreed upon by the Board of Directors and the applicant. If the Board of Directors and the applicant are unable to agree upon such special legal counsel the Board of Directors and the applicant each shall select a nominee, and the nominees shall select such special legal counsel.

7. (a) The Corporation shall pay for or reimburse the reasonable expenses incurred by any applicant who is a party to a proceeding in advance of final disposition of the proceeding or the making of any determination under section 3 if the applicant furnishes the Corporation:

(i) a written statement of his good faith belief that he has met the standard of conduct described in section 3; and

(ii) a written undertaking, executed personally or on his behalf, to repay the advance if it is ultimately determined that he did not meet such standard of conduct.

(b) The undertaking required by paragraph (ii) of subsection (a) of this section shall be an unlimited general obligation of the applicant but need not be secured and may be accepted without reference to financial ability to make repayment.

(c) Authorizations of payments under this section shall be made by the persons specified in section 6.

8. The Corporation may indemnify or contract to indemnify any person not specified in section 2 or 3 of this Article who was, is or may become a party to any proceeding, by reason of the fact that he is or was an employee or agent of the Corporation, or is or was serving at the request of the Corporation as director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, to the same extent as if such person were specified as one to whom indemnification is granted in section 3.

9. The Corporation may purchase and maintain insurance to indemnify it against the whole or any portion of the liability assumed by it in accordance with this Article and may also procure insurance, in such amounts as the Board of Directors may determine, on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against any liability asserted against or incurred by him in any such capacity or arising from his status as such, whether or not the Corporation would have power to indemnify him against such liability under the provisions of this Article.

10. Every reference herein to directors, officers, employees or agents shall include former directors, officers, employees and agents and their respective heirs, executors and administrators. The indemnification hereby provided and provided hereafter pursuant to the power hereby conferred by this Article on the Board of Directors shall not be exclusive of any other rights to which any person may be entitled, including any right under policies of insurance that may be purchased and maintained by the Corporation or others, with respect to claims, issues or matters in relation to which the Corporation would not have the power to indemnify such person under the provisions of this Article. Such rights shall not prevent or restrict the power of the Corporation to make or provide for any further indemnity, or provisions for determining entitlement to indemnity, pursuant to one or more indemnification agreements, bylaws, or other arrangements (including, without limitation, creation of trust funds or security interests funded by letters of credit or other means) approved by the Board of Directors (whether or not any of the directors of the Corporation shall be a party to or beneficiary of any such agreements, bylaws or arrangements); provided, however, that any provision of such agreements, bylaws or other arrangements shall not be effective if and to the extent that it is determined to be contrary to this Article or applicable laws of the Commonwealth of Virginia.

11. Each provision of this Article shall be severable, and an adverse determination as to any such provision shall in no way affect the validity of any other provision.

Dated: March 5, 2010

CVG, Incorporated

/s/ Paul G. Casner, Jr.

By: Paul G. Casner, Jr.
Title: President

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Exhibit 3.104

LUMISTAR, INC.
Articles of Incorporation

FIRST: THE UNDERSIGNED, Neil Fankhauser, whose address is 6225 Smith Avenue, Baltimore, Maryland 21209-3600 (Baltimore County), being at least eighteen years of age, acting as incorporator, does hereby form a corporation under and by virtue of the General Laws of the State of Maryland.

SECOND: The name of the corporation (which is hereinafter called the "Corporation") is:

Lumistar, Inc.

THIRD: (a) The purposes for which and any of which the Corporation is formed and the business and objects to be carried on and promoted by it are to engage in any one or more lawful businesses or transactions, or to acquire all or any portion of any entity engaged in any one or more lawful businesses or transactions which the Board of Directors may from time to time authorize or approve, whether or not related to the business described elsewhere in this Article or to any other business at the time or theretofore engaged in by the Corporation.

(b) The foregoing enumerated purposes and objects shall be in no way limited or restricted by reference to, or inference from, the terms of any other clause of this or any other Article of the Charter of the Corporation, and each shall be regarded as independent; and they are intended to be and shall be construed as powers as well as purposes and objects of the Corporation and shall be in addition to and not in limitation of the general powers of corporations under the General Laws of the State of Maryland.

FOURTH: The present address of the principal office of the Corporation in this State is 5000 Philadelphia Way, Lanham, Maryland 20706.

FIFTH: The name and address of the resident agent of the Corporation in this State are CSC-Lawyers Incorporating Service Company, 11 East Chase Street, Baltimore, Maryland 1 21202. Said resident agent is a Maryland corporation.

SIXTH: The total number of shares of capital stock of all classes which the Corporation has authority to issue is 1,000 shares of Common Stock, par value $0.01 per share, with the par value amounting in the aggregate to $10. A majority of the entire Board of Directors, without action by the stockholders, may amend the Charter to increase or decrease the aggregate number of shares of stock or the number of shares of stock of any class that the Corporation has authority to issue.

SEVENTH: The number of directors of the Corporation shall be three, which number may be increased or decreased pursuant to the By-Laws of the Corporation, but shall never be less than the minimum number permitted by the General Laws of the State of Maryland now or hereafter in force. The names of the directors who will serve until the first annual meeting of stockholders and until their successors arc elected and qualify arc as follows:

Mark McMillan
Elaine M. Brown
Gary A. Prince

EIGHTH: (a) The following provisions are hereby adopted for the purpose of defining, limiting and regulating the powers of the Corporation and of the directors and stockholders:

(1) The Corporation shall indemnify (A) its directors and officers, whether serving the Corporation or at its request any other entity, to the full extent required or permitted by the General Laws of the State of Maryland now or hereafter in force, including the advance of

expenses under the procedures and to the full extent permitted by law and (B) other employees and agents to such extent as shall be authorized by the Board of Directors or the Corporation's By-Laws and be permitted by law. The foregoing rights of indemnification shall not be exclusive of any other rights to which those seeking indemnification may be entitled. The Board of Directors may take such action as is necessary to carry out these indemnification provisions and is expressly empowered to adopt, approve and amend from time to time such by-laws, resolutions or contracts implementing such provisions or such further indemnification arrangements as may be permitted by law. No amendment of the Charter of the Corporation shall limit or eliminate the right to indemnification provided hereunder with respect to acts or omissions occurring prior to such amendment or repeal.

(2) To the fullest extent permitted by Maryland statutory or decisional law, as amended or interpreted, no director or officer of this Corporation shall be personally liable to the Corporation or its stockholders for money damages. No amendment of the Charter of the Corporation or repeal of any of its provisions shall limit or eliminate the benefits provided to directors and officers under this provision with respect to any act or omission which occurred prior to such amendment or repeal.

(3) The Corporation reserves the right from time to time to make any amendments of its Charter which may now or hereafter be authorized by law, including any amendments changing the terms or contract rights, as expressly set forth in its Charter, of any of its outstanding stock by classification, reclassification or otherwise; but no such amendment which changes such terms or contract rights of any of its outstanding stock shall be valid unless such amendment shall have been authorized by not less than a majority of the aggregate number of the votes entitled to be cast thereon, by a vote at a meeting or in writing with or without a meeting.

(4) The provisions of Sections 3-601 to 3-604 of the Corporations and Associations Article of the Annotated Code of Maryland shall not apply to any "business combination" with the Corporation to the fullest extent permitted by Maryland law.

(b) The enumeration and definition of particular powers of the Board of Directors included in the foregoing shall in no way be limited or restricted by reference to or inference from the terms of any other clause of this or any other Article of the Charter of the Corporation, or construed as or deemed by inference or otherwise in any manner to exclude or limit any powers conferred upon the Board of Directors under the General Laws of the State of Maryland now or hereafter in force.

NINTH: The duration of the Corporation shall be perpetual.

IN WITNESS WHEREOF, I have signed these Articles of Incorporation, acknowledging the same to be my act, on September 23,2005.

Witness:

/s/ Witness Signature

/s/ Witness Signature

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Exhibit 3.105

Articles of Incorporation
(PURSUANT TO NRS 78)

1. *Name of Corporation:* Las Vegas Data Mining, Incorporated

2. *Resident Agent Name and Street Address:*

Dana H. Dalton
Name

709 Canyon Greens Dr.	Las Vegas	Nevada	89144
Street Address	City	State	Zip Code

3. *Shares:*

Number of Shares With par value: 1000 Par value: $ 0.01 Number of Shares Without par value: NA

4. *Names & Addresses of Board of Directors/Trustees:*

1. Dana H. Dalton
Name

709 Canyon Greens Drive	Las Vegas	NV	89144
Street Address	City	State	Zip Code

2. Doris B. Dalton
Name

709 Canyon Greens Drive	Las Vegas	NV	89144
Street Address	City	State	Zip Code

3. *Purpose:* The purpose of this Corporation shall be:
Professional Services related to data acquisition and analysis.

4. *Names, Address and Signature of Incorporator:*

Dana Dalton	/s/ Dana Dalton		
Name	Signature		
709 Canyon Greens Dr.,	Las Vegas,	NV	89144
Address	City	State	Zip Code

5. *Certificate of Acceptance of Appointment of Resident Agent:*

I hereby accept appointment as Resident Agent for the above named corporation.

/s/ Dana Dalton	10/8/2004
Authorized Signature of R.A. or On Behalf of R.A. Company	Date

Certificate of Amendment
(PURSUANT TO NRS 78.380)

Certificate of Amendment to Articles of Incorporation

For Nevada Profit Corporations
(Pursuant to NRS 78.380—Before Issuance of Stock)

1. Name of corporation: Las Vegas Data Mining, Inc.

2. The articles have been amended as follows (provide article numbers, if available):

The name of the corporation is changed to: LVDM, Inc.

3. The undersigned declare that they constitute at least two-thirds of the incorporators X , or of the board of directors o. (check one box only)

4. Effective date of filing (optional):

(must not be later than 90 days after the certificate is filed)

5. The undersigned affirmatively declare that to the date of this certificate, no stock of the corporation has been issued.

6. Signatures:

/s/ Dana Dalton

Signature Signature

* If more than two signatures, attach an $8^{1}/_{2}$ X 11 plain sheet with the additional signatures.

IMPORTANT: Failure to include any of the above information and submit the proper fees may cause this filing to be rejected.

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Exhibit 3.106

CERTIFICATE OF INCORPORATION
OF
ISI MERGER CORP.

FIRST: The name of the corporation is ISI Merger Corp. (the "Corporation").

SECOND: The address of the Corporation's registered office in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, in the city of Wilmington, in the county of New Castle. The name of the registered agent at such address is Corporation Service Company.

THIRD: The purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware (the "Delaware General Corporation Law").

FOURTH: The total number of shares of all classes of stock which the Corporation shall have authority to issue is 5,000 shares of common stock, par value $0.01 per share.

FIFTH: The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors. The authorized number of directors of the Corporation shall be fixed from time to time in accordance with the bylaws of the Corporation.

SIXTH: The name and mailing address of the incorporator are James P. Dvorak, Jr., c/o Venable, Baetjer and Howard, LLP, 2010 Corporate Ridge, Suite 400, McLean, Virginia 22102. The powers of the incorporator shall terminate upon the filing of this Certificate of Incorporation.

SEVENTH:

A. Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she is or was a director or an officer of the Corporation or is or was serving at the request of the Corporation as a director or officer of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter an "indemnitee"), whether the basis of such proceeding is alleged action in an official capacity as a director or officer or in any other capacity while serving as a director or officer, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the Delaware General Corporation Law, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than such law permitted the Corporation to provide prior to such amendment), against all expense, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith.

B. The right to indemnification conferred in Section A of this Article SEVENTH shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an "advancement of expenses"); provided, however, that, if the Delaware General Corporation Law requires, an advancement of expenses incurred by an indemnitee in his or her capacity as a director or officer shall be made only upon delivery to the Corporation of an undertaking (hereinafter an "undertaking"), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a "final adjudication") that such indemnitee is not entitled to be indemnified for such expenses under this Section or otherwise.

C. The rights to indemnification and to the advancement of expenses conferred in this Article SEVENTH shall not be exclusive of any other right that any person may have or hereafter acquire under any statute, provision of this Certificate of Incorporation, provision of the Company's bylaws, agreement, or vote of stockholders or disinterested directors,

D. The Corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Corporation or its subsidiary or affiliate, or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the Delaware General Corporation Law.

E. The Corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification and to the advancement of expenses to any employee or agent of the Corporation, or any person that is or was serving at the request of the Corporation as an employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, to the fullest extent of the provisions of this Article SEVENTH with respect to the indemnification and advancement of expenses of directors and officers of the Corporation.

EIGHTH! A director of this Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability: (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders; (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (iii) under Section 174 of the Delaware General Corporation Law; or (iv) for any transaction from which the director derived an improper personal benefit. If the Delaware General Corporation Law is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Delaware General Corporation Law, as so amended. Any repeal or modification of the foregoing paragraph by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

NINTH: Elections of Directors need not be by written ballot unless the bylaws of the Corporation so provide.

TENTH: The Board of Directors shall have the power to adopt, amend or repeal the bylaws of the Corporation.

IN WITNESS WHEREOF, the undersigned, being the sole incorporator herein named, for the purpose of forming a Delaware corporation, has executed, signed and acknowledged this certificate of incorporation this 27th day of November, 2001.

/s/ James P. Dvorak, Jr.

James P. Dvorak, Jr.
Incorporator

CERTIFICATE OF MERGER
FOR MERGER OF
NEWPOINT TECHNOLOGIES, INC. (A DELAWARE CORPORATION)
WITH AND INTO
ISI MERGER CORP. (A DELAWARE CORPORATION)

Pursuant co Sections 103 and 251 of the Delaware General Corporation Law, ISI Merger Corp., a Delaware corporation, which is the surviving corporation in the merger described herein. hereby certifies as follows:

1. The name and state of incorporation of each of the constituent corporations are:

   a. NEWPOINT Technologies, Inc., a Delaware corporation (hereinafter "Newpoint"); and

   b. ISI Merger Corp., a Delaware corporation (hereinafter "ISI").

2. An Agreement and Plan of Reorganization (the "Agreement and Plan of Reorganization") has been approved, adopted, certified, executed, and acknowledged by each of the constituent corporations in accordance with the provisions of Section 251(c) of the General Corporation Law of State of Delaware.

3. At the effective time of the merger described herein, Newpoint shall be merged with and into LSI, and ISI shall be the surviving corporation and the name of the surviving corporation shall be changed to "Newpoint Technologies, Inc."

4. At the effective time of the merger described herein, the Certificate of Incorporation of ISI, as amended in the manner set forth herein, shall be the Certificate of Incorporation of the surviving corporation.

5. The amendments or changes in the Certificate of Incorporation of ISI that are to be effected by the merger arc as follows: The Certificate of Incorporation of ISI shall be amended by deleting therefrom Article FIRST its entirety and the inserting the following in lieu thereof:

"FIRST: The name of the corporation is Newpoint Technologies, Inc. (the "Corporation")."

6. The executed Agreement and Plan of Reorganization is on file at the principal place of business of the surviving corporation at 13 Red Roof Lane, Newpoint Technology Park, Salem, New Hampshire 03079.

7. A copy of the Agreement and Plan of Reorganization will be furnished by ISI, on request and without cost, to any stockholder of any constituent corporation.

IN WITNESS WHEREOF, the undersigned has caused this Certificate of Merger to be duly executed as of the 28th day of January, 2002.

ISI MERGER CORP.

By: /s/ Gary A. Prince

Gary A. Prince
Chairman

IRIS ACQUISITION SUB LLC

ARTICLES OF ORGANIZATION

The undersigned, being authorized to execute and file these Articles, hereby certifies that:

FIRST: The name of the limited liability company (hereinafter referred to as the "Company") is "IRIS Acquisition Sub LLC".

SECOND: The purposes for which the Company is formed are to engage in any lawful business, except the business of acting as an insurer.

THIRD: The address of the principal office of the Corporation in this State is c/o CSC-Lawyers Incorporating Service Company, 7 St. Paul Street, Suite 1660, Baltimore, MD 21202.

FOURTH: The name and address of the resident agent of the Corporation are CSC-Lawyers Incorporating Service Company, 7 St. Paul Street, Suite 1660, Baltimore, MD 21202,

FIFTH: No member is an agent of the Company solely by virtue of being a member, and no member has authority to act for the Company solely by virtue of being a member.

IN WITNESS \WHEREOF, I have signed these Articles of Organization and acknowledged them to be my act on the 12th day of May, 2011.

/s/ Sharon A. Kroupa

Sharon A. Kroupa
Authorized Person

I hereby consent to my designation in this document as resident agent for this entity.

SIGNED: /s/ Resident Agent

Resident Agent

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Exhibit 3.107

ARTICLES OF INCORPORATION

Pursuant to § 7-102-102, Colorado Revised-Statutes (CRS.), the individual named below causes these Articles of Incorporation to be delivered to the Colorado Secretary of State for filing, and states as follows:

FIRST: The entity name of the corporation is ISI Merger Corp. (the "Corporation").

SECOND: The total number of shares of stock which. the Corporation shall have authority to issue is Five Thousand (5,000) shares of Common Stock of the par value of One Cent ($0.01) per share.

THIRD: The street address of the Corporation's initial registered office in the State of Colorado is: 1560 Broadway, Denver, Colorado 80202, Denver County. The name of its registered agent at such address is: Corporation Service Company.

FOURTH: The address of the Corporation's initial principal office is 5000 Philadelphia Way, Lanham, Maryland 20706.

FIFTH: The name and address of the incorporator is Griselle Estrada, 1201 New York Avenue, N.W., Suite 1000, Washington, D.C. 20005-3917.

SIXTH: The purposes of the Corporation axe to engage in, promote, conduct and carry on any lawful acts or activities for which corporations may be organized under the Colorado Business Corporation At (the "Act").

SEVENTH: Elections of directors need not be by written ballot unless otherwise provided in the Bylaws of the Corporation.

EIGHTH: The number of directors of the Corporation shall be such number as from time to time shall be fixed by, or in the warmer provided in, the Bylaws of the Corporation. None of the directors need be a shareholder of the Corporation or a resident of the State of Colorado.

NINTH: In furtherance and not in limitation of the rights, powers, privileges and discretionary authority granted or conferred by the Act or other statutes or laws of the State of Colorado, the Board of Directors is expressly authorized:

A. To make, amend, alter or repeal the Bylaws of the Corporation;

B. To authorize and cause to be executed mortgages and liens upon the real and personal property of the Corporation;

C. To set apart out of any funds of the Corporation available for dividends, a reserve or reserves for any proper purpose and to reduce any such reserve in the manner in which it was created; and

D. To adopt from time to time Bylaw provisions with respect to indemnification of directors, officers, employees, agents and other persons as it shall deem expedient and in the best interests of the Corporation and to the extent permitted by law.

TENTH: The books of the Corporation may be kept (subject to any provision contained in the Act) outside the State of Colorado at such place or places as may be designated from time to time by the Board of Directors or in the Bylaws of the Corporation.

ELEVENTH: The Corporation reserves the right to amend, alter, change or repeal any provisions herein contained, in the manner now or hereafter prescribed by statute, and all rights, powers,

privileges and discretionary authority granted or conferred herein upon shareholders or directors are granted subject to this reservation.

TWELFTH: The (a) name, and (b) mailing address, of the individual who causes this document to be delivered for filing, and to whom the Secretary of State may deliver notice if filing of this document is refused, is: Griselle Estrada, 1201 New York Avenue, N.W., Suite 1000, Washington, D. C. 20005-3917.

THIRTEENTH: The Colorado Secretary of State may contact the following authorized person regarding this document: Griselle Estrada, 1201 New York Avenue, N.W., Suite 1000, Washington, D. C. 20005-3018; voice: (202) 962-4017; fax: (202) 962-8300; e-mail: gestrada@venable.com.

ARTICLES OF MERGER AND PLAN OF MERGER
OF ISI MERGER CORP.
A COLORADO CORPORATION,
AND
REAL TIME LOGIC, INC.
A COLORADO CORPORATION
(DOING BUSINESS AS RT LOGIC)

THESE ARTICLES OF MERGER AND PLAN OF MERGER (the "Articles") dated as of October 1, 2002 and are between ISI Merger Corp., a Colorado Corporation ("Merger Sub") and Real Time Logic, Inc., a Colorado Corporation doing business as RT Logic, Inc., ("RT Logic").

Merger Sub and RT Logic are sometimes referred to herein as the "Constituent Corporations."

A. Merger Sub is a corporation duly organized and existing under the laws of the State of Colorado and has an authorized capital of 5,000 shares, $0.01 par value, all of which are designated "Common Stock." As of October 1, 2002, there were 1,000 shares of common stock were issued and outstanding.

B. RT Logic is a Corporation duly organized and existing under the laws of the State of Colorado and has an authorized capital of 25,000,000 shares of no par value stock, all of which are designated "Common Stock." As of October 1, 2002, there were 2,498,000 shares of common stock were issued and outstanding.

C. The Board of Directors of each of RT Logic and Merger Sub have determined that it is advisable and in the best interests of their respective shareholders to merge RT Logic with and into Merger Sub (the "Merger") upon the terms and conditions herein provided and have approved these Articles and the Agreement and Plan of Reorganization (the "Merger Agreement") dated October 1, 2002 by and among RT Logic, Merger Sub, certain shareholders of RT Logic, Randal E. Culver as shareholders representative, and Integral Systems, Inc., a Maryland corporation ("Integral").

D. The respective shareholders of Merger Sub and RT Logic have unanimously approved these Articles and the Merger Agreement.

NOW, THEREFORE, the undersigned have caused these Articles to be filed with the Colorado Secretary of State.

I. MERGER

1. *The Merger.* Upon the Effective Time (as defined below) of the Merger, RT Logic shall be merged with and into Merger Sub and the separate existence of RT Logic shall cease and Merger Sub shall be the "Surviving Corporation." Upon the Effective Time, all of the effects of a statutory merger between two domestic corporations under the Colorado Business Corporation Act will take effect.

2. *Approval of the Merger.* The board of directors of RT Logic acting by unanimous written consent dated September 9, 2002 duly adopted a resolution declaring that a merger substantially upon the terms and conditions set forth in the Merger Agreement and these Articles was advisable and directing their submissions to a meeting of shareholders scheduled to be held on September 30, 2002. A notice, sent in compliance with C.R.S. 7-111-103(1) of a special meeting of the shareholders scheduled to be held September 30, 2002 was sent to shareholders of RT Logic to consider the Merger and approve the Merger Agreement and these Articles. These Articles were subsequently approved by the written consent of all of the shareholders of RT Logic. The board of directors of Merger Sub, acting by unanimous written consent dated September 30, 2002 duly adopted a resolution declaring that a merger substantially upon the terms and conditions set forth in the Merger Agreement and these Articles was advisable and directing their submission to the shareholders of Merger Sub. The Merger

Agreement was approved by written consent of Integral, the sole shareholder of the outstanding capital stock of Merger Sub.

3. *Address of Surviving Corporation.* The address of the principal place of business of the Surviving Corporation in Colorado is 1042 Elkton Drive, Colorado Springs, Colorado 80907.

4. *Effective Time.* The effective time is intended to be October 1, 2002, or as soon thereafter as these Articles of Merger are filed with the Colorado Secretary of State and the Secretary of State makes a copy of the file-stamped Articles available to RT Logic and Merger Sub either by facsimile or by making an image of such file-stamped copy available on its website (the "Effective Time").

II. CHARTER DOCUMENTS, DIRECTORS AND OFFICERS

1. The Articles of Incorporation of the Merger sub, as in effect immediately prior to the Effective Time, shall be, from and after the Effective Time, the articles of incorporation of the Surviving Corporation, until thereafter altered, amended or repealed as provided therein and in accordance with applicable law, except that the name of the Surviving Corporation shall be "Real Time Logic, Inc."

2. The Bylaws of the Merger Sub, as in effect immediately prior to the Effective Time, shall be, from and after the Effective Time, the Bylaws of the Surviving Corporation, until thereafter amended or repealed as provided therein and in accordance with applicable law, except that the name of the Surviving Corporation shall be "Real Time Logic, Inc."

3. The officers and directors of the Merger Sub immediately prior to the Effective Time shall be, from and after the Effective Time, the officers of the Surviving Corporation, until their respective successors are duly elected or appointed and qualify or their earlier resignation or removal.

III. PLAN OF MERGER

1. *RT Logic*. Subject to the terms and conditions of the Merger Agreement, including without limitation such provisions relating to the delivery of a portion of the Merger consideration to an escrow fund, at the Effective Time, by virtue of the Merger and without any further action on the part of Integral, the Merger Sub, RT Logic, and the shareholders of RT Logic:

(A) The shares of RT Logic Common Stock issued and outstanding immediately prior to the Effective Time and held of record by a shareholder of RT Logic who holds less than or equal to six thousand (6,000) shares of RT Logic Common Stock shall, by virtue of the Merger and without any action on the part of the holder thereof, be cancelled and extinguished and converted into the right to receive, upon surrender of the certificate representing such shares of RT Logic Common Stock and delivery of such letters, signature pages, agreements and other documents as are or may be required under the Merger Agreement:

(i) a cash amount equal to 10.604 per share of such RT Logic Common Stock. (For purposes of these Articles, the aggregate amount of cash payable with respect to any shareholder with respect to such shares of RT Logic Common Stock pursuant to this Section III(A)(i) divided $13,240,000 shall be referred to as the "Cash Only Fractional Amount" with respect to such shareholder); and

(ii) at the time(s) specified in the Merger Agreement, and subject to the provisions of the Merger Agreement, a cash amount, if any, equal to the Excess Cash Purchase Price multiplied by the Cash Only Fractional Amount with respect to such shareholder; and

(iii) at the time(s) specified in the Merger Agreement with respect to each Earnout Period, and subject to the provisions of the Merger Agreement, a cash amount, if any, equal

to fifty percent (50%) of the Contingent Purchase Price with respect to such Earnout Period multiplied by the Cash Only Fractional Amount with respect to such shareholder.

(B) The shares of RT Logic Common Stock issued and outstanding immediately prior to the Effective Time and held of record by a shareholder of RT Logic who holds more than six thousand (6,000) shares of RT Logic Common Stock shall, by virtue of the Merger and without any action on the part of the holder thereof, be cancelled and extinguished and converted in to the right to receive, upon surrender of the certificate representing such shares of RT Logic Common Stock and deliver of such letters, signatures pages, agreements and other documents as are or may be required under the Merger Agreement:

(i) a cash amount equal to S5.194 per share of such RT Logic Common Stock. (For purposes of these Articles, the aggregate amount of cash payable with respect to any shareholder with respect to such shares of RT Logic Common Stock pursuant to this Section III(B)(i) divided $13,240,000 shall be referred to as the "Fractional Amount" with respect to such shareholder); and

(ii) at the time(s) specified in the Merger Agreement, and subject to the provisions of the Merger Agreement, a cash amount, if any, equal to the Excess Cash Purchase Price multiplied by the Cash Only Fractional Amount with respect to such shareholder; and

(iii) at the time(s) specified in the Merger Agreement with respect to each Earnout Period, and subject to the provisions of the Merger Agreement, a cash amount, if any, equal to fifty percent (50%) of the Contingent Purchase Price with respect to such Earnout Period multiplied by the Fractional Amount with respect to such shareholder; and

(iv) 0.27924 shares of common stock of Integral, par value $0.01 (the "Integral Common Stock"), per share of RT Logic Common Stock. (For purposes of these Articles, the aggregate amount of shares of Integral Common Stock payable with respect to any shareholder with respect to such shares of RT Logic Common Stock pursuant to this Section III(B)(iv) divided by 683,870 shall be referred to as the "Stock Fractional Amount" with respect to such shareholder); and^^

(v) at the time(s) specified in the Merger Agreement, and subject to the provisions of the Merger Agreement, a number of shares of Integral Common Stock, if any, equal to the Excess Stock Consideration multiplied by the Stock Fractional Amount; and

(vi) at the time(s) specified in the Merger Agreement with respect to any Earnout Period, and subject to the provisions of the Merger Agreement, a number of shares of Integral Common Stock, , if any, equal to the Earnout Stock Consideration with respect to such Earnout Period multiplied by the Stock Fractional Amount with respect to such shareholder.

(C) Definitions. For purposes of these Articles, the following terms shall have the following meaning:

(i) The "Excess Shareholder Equity" shall mean an amount (greater than zero), if any, equal to the lesser of:

(a) the difference between

(x) the amount of "Shareholder Equity" with respect to the RT Logic as determined in accordance with GAAP applied consistently with RT Logic's accounting practices and as set forth on a balance sheet for RT Logic dated as of September 30, 2002 (the "Closing Date Balance Sheet") and delivered to Integral by the Shareholders' Representative no later than fifteen (15) days after September 30, 2002, and

(b) $9,000,000,

(b) $1,000,000

(ii) The "Excess Cash Purchase Price" shall be an amount equal to fifty percent (50%) of the Excess Shareholder Equity.

(iii) The "Excess Stock Consideration shall mean a number of shares of Integral Common Stock equal to the quotient obtained by dividing (i) amount equal to fifty percent (50%) of the Excess Shareholder Equity by (ii) the Average Price.

(iv) The "Contingent Purchase" shall be as defined and calculated pursuant to the Merger Agreement.

(v) The "Earnout Periods" and each "Earnout Period" shall be the period or periods set forth in Schedule 6 of the Merger Agreement.

(vi) The "Average Price" shall be the average of the daily last trade price of the Integral Common Stock as reported on the Nasdaq National Market for the thirty (30) trading day period ending two (2) trading days immediately preceding the Closing Date.

(vii) The "Earnout Stock Consideration" with respect to any Earnout Period shall mean that certain number of shares of Integral Common Stock having an aggregate value equal to fifth percent (50%) of the Contingent Purchase Price with respect to each Earnout Period. For purposes of determining the Earnout Stock Consideration with respect to any Earnout Period pursuant to the preceding sentence, each such shares of Integral Common Stock shall be deemed to have a per share value equal to the average of the daily last trade of the Integral Common Stock as reported in the Nasdaq National Market for the thirty (30) trading day period ending two (2) trading days immediately preceding the last calendar day of such Earnout Period.

2. *Merger Sub.* All of the shares of the Common Stock of the Merger Sub issued and outstanding immediately prior to the Effective Time shall remain issued and outstanding.

3. *Options.* At the Effective Time, there are no options or other rights to acquire capital stock of RT Logic or Merger Sub.

4. *Exchange of Certificates.* Each holder of an outstanding certificate representing shares of RT Logic capital stock may surrender the same for cancellation as provided in the Merger Agreement and each such holder shall be entitled to receive in exchange therefor, according to the terms and conditions of the Merger Agreement, the consideration due to such holder by virtue of the Merger. Until such surrender, such certificate shall be deemed, from and after the Effective Time, to represent only the right to receive the applicable Merger consideration payable at such time with respect to such certificate pursuant to the terms of the Merger Agreement.

5. *Fractional Shares.* No fractional shares of Integral Common Stock shall be issued as a result of the Merger described hereinabove and such amounts shall be rounded to the nearest whole share without cash payment of any fractional amount. Subject to the Merger Agreement, all cash amounts due and payable pursuant to the terms of this Agreement shall be rounded to the nearest whole cent.

6. *Dissenter's Rights.* As a result of unanimous approval of the holders of RT Logic, no shareholder is entitled to dissenter's or appraisal rights under the Colorado Business Corporation Act.

IV. GENERAL

1. *Further Assurances.* From time to time, as and when required by Merger Sub or by its successors or assigns, there shall be executed and delivered on behalf of RT Logic such deeds and other instruments, and there shall be taken or caused to be taken by RT Logic such further and other actions as shall be appropriate or necessary in order to vest or perfect in or confirm of record or otherwise by Merger Sub the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of RT Logic and otherwise to carry out the purposes of these Articles, and the officers and directors of Merger Sub are fully authorized in the name and on behalf of RT Logic or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

2. *Amendment and Abandonment.* The Board of Directors of the Constituent Corporations may amend these Articles at arty time prior to the filling of these Articles (or certificate in lieu thereof) with the Secretary of State of the State of Colorado, provided that an amendment made subsequent to the adoption of these Articles by the shareholders of either Constituent Corporation shall not: (1) alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or on conversion of all or any of the shares of any class or series thereof of such Constituent Corporation, (2) alter or change any term of the Articles of Incorporation of the Surviving Corporation to be effected by the Merger, or (3) alter or change any of the terms and conditions of these Articles if such alteration or change would adversely affect the holders of any class of shares or series thereof of such Constituent Corporation. Notwithstanding the approval of these Articles by the shareholders of RT Logic and/or the shareholder of Merger Sub, the Board of Directors of Integral or RT Logic may resolve to abandon the Merger.

V. INDIVIDUAL WHO CAUSES DOCUMENT TO BE FILED

The name and mailing address of the individual who causes this document to be delivered for filing, and to whom the Secretary of State may deliver notice if filing of this document is refused is:

Randel E. Culver
Real Time logic, Inc.
1042 Elkhorn Drive
Colorado Springs, CO 80907

The Colorado Secretary of State may contact the following authorize person regarding this document:

Reuben K. Sparks, III
Sparks Willson Borges Brandt & Johnson, P.C.
24 S. Weber, Suite 400
Colorado Springs, CO 80903

Phone: (719) 475-0097
Fax: (719) 633-8477

IN WITNESS WHEREOF, the Merger provided for by these Articles shall become effective at the Effective Time and the separate existence of RT Logic, except insofar as continued by statute, shall cease. These Articles of Merger and Plan of Merger are hereby executed co behalf of each of the Constituent Corporations by their respective duly authorized officers.

REAL TIME LOGIC, INC.,
A COLORADO CORPORATION
doing business as RT Logic

By: /s/ Mark D. McMillen

Name: Mark D. McMillen

Title: CEO

ISI MERGER CORP
a Colorado corporation

By: /s/ Stephen R. Chamberlain

Name: Stephen R. Chamberlain

Title: CEO

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Exhibit 3.108

AGREEMENT OF MERGER

OF

ISI ACQUISITION CORPORATION

AND

SAT CORPORATION

AGREEMENT OF MERGER entered into on August 30, 2000 by ISI Acquisition Corporation and SAT Corporation as approved by the Board of Directors and shareholders of each of said corporations:

1. ISI Acquisition Corporation, which is a corporation incorporated in the State of California, and which is sometimes hereinafter referred to as the "Disappearing Corporation", shall be merged with and into SAT Corporation, which is a corporation incorporated in the State of California, and which is sometimes hereinafter referred to as the "Surviving Corporation".

2. The separate existence of the Disappearing Corporation shall cease upon the effective date of the merger in accordance with the provisions of the General Corporation Law of the State of California.

3. The Surviving Corporation shall continue its existence under its present name pursuant to the provisions of the General Corporation Law of the State of California.

4. The Articles of Incorporation of the Surviving Corporation shall be those Articles of Incorporation of the Surviving Corporation in effect immediately prior to the effective date of the merger, as amended and restated to read as set forth in Exhibit A attached hereto in full.

5. (a) At the effective time of the merger, by virtue of the merger and without any further action on the part of any of the Disappearing Corporation, the Surviving Corporation or Integral Systems Inc., a Maryland corporation and the Disappearing Corporation's parent corporation (the "Parent"):

(i) each share of Surviving Corporation's common stock outstanding immediately prior to the effective time of the merger, shall be converted into the right to receive that fraction of a share of the common stock of the Parent, par value $0.01 per share (the "Parent Common Stock"), equal to the Applicable Fraction (as defined below); and

(ii) each share of the common stock of the Disappearing Corporation outstanding immediately prior to the effective time of the merger shall be converted into one share of common stock of the Surviving Corporation.

(b) For purposes of this Agreement of Merger

(i) The "Applicable Fraction" shall be the fraction: (a) having a numerator equal to the Purchase Price (as defined below), and (b) having a denominator equal to 4,000,000

(ii) The "Purchase Price shall be equal to 650,000 shares of Parent Common Stock.

6. The Agreement of Merger herein entered into and approved shall be submitted to the shareholders entitled to vote thereon of the Disappearing Corporation and of the Surviving Corporation for their approval or rejection in the manner prescribed by the provisions of the General Corporation Law of the State of California.

7. In the event that this Agreement of Merger shall have been approved by the shareholders entitled to vote of the Disappearing Corporation and of the Surviving Corporation in the manner prescribed by the provisions of the General Corporation Law of the State of California, the Disappearing Corporation and the Surviving Corporation hereby agree that they will cause to be executed and filed and/or recorded any document or documents prescribed by the laws of the State of

California, and that they will cause to be performed all necessary acts therein and elsewhere to effectuate the merger.

8. The Board of Directors and the proper officer of the Disappearing Corporation and of the Surviving Corporation, respectively, are hereby authorized, empowered and directed to do any and all acts and things, and to make, execute, deliver, file, and/or record any and all instruments, papers and documents which shall be or become necessary, proper or convenient to carry out or put into effect any of the provisions of this Agreement of Merger or of the merger herein provided for.

9. This Agreement of Merger may be executed in two or more counterparts, each of which when so executed shall be deemed to be an original, but all of which counterparts together shall constitute one and the same Agreement.

CERTIFICATE OF APPROVAL OF AGREEMENT OF MERGER

Thomas L. Gough and Elaine M. Parfitt state and certify that:

1. They are the President and Secretary, respectively, of ISI Acquisition Corporation, a California corporation (the "Corporation").

2. The Agreement of Merger in the form attached was duly approved by the Board of Directors and shareholders of the Corporation.

3. There is only one class of shares of the Corporation and the total number of outstanding shares is 500.

4. The shareholder percentage vote required for the aforesaid approval was 51%. The Agreement of Merger was approved by the sole shareholder of the Corporation.

5. The principal terms of the Agreement of Merger in the form attached were approved by the Corporation by a vote of the number of shares which equaled or exceeded the vote required. No vote of the shareholders of Integral Systems, Inc., a Maryland corporation and the Corporation's parent corporation, was required.

On the date set forth below, in the City of Lanham in the State of Maryland, each of the undersigned does hereby declare under the penalty of perjury under the laws of the State of California that he or she signed the foregoing certificate in the official capacity set forth beneath his or her signature, and that the statements set forth in said certificate are true of his or her own knowledge.

Signed on August 29, 2000

By: /s/ Thomas L. Gough

Thomas L. Gough, President

By: /s/ Elaine M. Parfitt

Elaine M. Parfitt, Secretary

CERTIFICATE OF APPROVAL OF AGREEMENT OF MERGER

Herbert Pardula and Todd Pardula state and certify that:

1. They are the President and Assistant Secretary, respectively, of SAT Corporation, a California corporation (the "Corporation").

2. The Agreement of Merger in the form attached was duly approved by the Board of Directors and shareholders of the Corporation.

3. There is only one class of shares of the Corporation and the total number of outstanding shares is Four Million (4,000,000).

4. The shareholder percentage vote required for the aforesaid approval was 51%. The Agreement of Merger received unanimous shareholder approval.

5. The principal terms of the Agreement of Merger in the form attached were approved by the Corporation by a vote of the number of shares which equaled or exceeded the vote required.

On the date set forth below, in the City of Sunnyvale in the State of California, each of the undersigned does hereby declare under the penalty of perjury under the laws of the State of California that he signed the foregoing certificate in the official capacity set forth beneath his signature, and that the statements set forth in said certificate are true of his own knowledge.

Signed on August 28, 2000

By: /s/ Herbert Pardula

Herbert Pardula, President

By: /s/ Todd Pardula

Todd Pardula, Assistant Secretary

EXHIBIT A

AMENDED AND RESTATED ARTICLES OF INCORPORATION

OF

SAT CORPORATION

FIRST: The name of the corporation (hereinafter referred to as the "Corporation") is SAT Corporation.

SECOND: The existence of the Corporation is perpetual.

THIRD: The purpose of the Corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California, other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

FOURTH: The total number of shares which the Corporation is authorized to issue is 1,000, all of which are of one class and of a par value of $0.01 each, and all of which are Common shares.

The Board of Directors of the Corporation may issue any or all of the aforesaid authorized shares of the Corporation from time to time for such consideration as it shall determine and may determine from time to time the amount of such consideration, if any, to be credited to paid-in surplus.

FIFTH: In the interim between meetings of shareholders held for the election of directors or for the removal of one or more directors and the election of the replacement or replacements thereat, any vacancy which results by reason of the removal of a director or directors by the shareholders entitled to vote in an election of directors, and which has not been filled by said shareholders, may be filled by a majority of the directors then in office, whether or not less than a quorum, or by the sole remaining director, as the case may be.

SIXTH: The liability of the directors of the Corporation for monetary damages shall be eliminated to the fullest extent permissible under California law.

SEVENTH: The Corporation is authorized to provide indemnification of agents (as defined in Section 317 of the Corporations Code) for breach of duty to the Corporation and its shareholders through bylaw provisions or through written agreements with the agents, or both, in excess of the indemnification otherwise permitted by Section 317 of the Corporations Code, subject to the limits on such excess indemnification set forth in Section 204 of the Corporations Code.

The merger herein provided for shall become effective on the filing date.

Signed on August , 2000

ISI Acquisition Corporation

By: _____

Thomas L. Gough, President

By: _____

Elaine M. Parfitt, Secretary

Signed on August 28, 2000

SAT Corporation

By: /s/ Herbert Pardula

Herbert Pardula, President

By: /s/ Todd Pardula

Todd Pardula, Assistant Secretary

The merger herein provided for shall become effective on the filing date.

Signed on August 29, 2000

ISI Acquisition Corporation

By: /s/ Thomas L. Gough

Thomas L. Gough, President

By: /s/ Elaine M. Parfitt

Elaine M. Parfitt, Secretary

Signed on August , 2000

SAT Corporation

By:

Herbert Pardula, President

By:

Richard Landes, Assistant Secretary

QuickLinks

QuickLinks -- Click here to rapidly navigate through this document

Exhibit 3.109

IRIS ACQUISITION SUB LLC

ARTICLES OF ORGANIZATION

The undersigned, being authorized to execute and file these Articles, hereby certifies that:

FIRST: The name of the limited liability company (hereinafter referred to as the "Company") is "IRIS Acquisition Sub LLC".

SECOND: The purposes for which the Company is formed are to engage in any lawful business, except the business of acting as an insurer.

THIRD: The address of the principal office of the Corporation in this State is c/o CSC-Lawyers Incorporated Service Company, 7 St. Paul Street, Suite 1660, Baltimore, MD 21202.

FOURTH: The name and address of the resident agent of the Corporation are CSC-Lawyers Incorporated Service Company, 7 St. Paul Street, Suite 1660, Baltimore, MD 21202.

FIFTH: No member is an agent of the Company solely by virtue of being a member, and no member has authority to act for the Company solely by virtue of being a member.

IN WITNESS WHEREOF, I have signed these Articles of Organization and acknowledged them to be my act on the 12th day of May, 2011.

/s/ Sharon A. Kroupa

Sharon A. Kroupa
Authorized Person

QuickLinks

Exhibit 3.110

IRIS ACQUISITION SUB LLC
OPERATING AGREEMENT

THIS OPERATING AGREEMENT (this "Agreement") of Iris Acquisition Sub LLC, a Maryland limited liability company, is made effective as of May 12, 2011 by and between the signatories hereto.

Explanatory Statement

The parties hereto have agreed to organize and operate a limited liability company in accordance with the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the parties hereto, intending legally to be bound, agree as follows:

ARTICLE I

Defined Terms

The following capitalized terms shall have the meanings specified in this Article I. Other terms are defined in the text of this Agreement, and, throughout this Agreement, those terms shall have the meanings respectively ascribed to them.

"*Act*" means the Maryland Limited Liability Company Act, as amended from time to time.

"*Agreement*" means this Operating Agreement and the exhibits attached hereto as originally executed and as amended from time to time, as the context requires. Words such as "herein", "hereinafter", "hereof", "hereto", "hereby" and "hereunder," when used with reference to this Agreement, refer to this Agreement as a whole unless the context otherwise requires.

"*Capital Contribution*" means, with respect to the Member, the amount of money and the initial value of any property (other than money) contributed to the Company.

"*Company*" means the limited liability company formed in accordance with this Agreement.

"*Entity*" means any general partnership, limited partnership, corporation, joint venture, limited liability company, limited liability partnership, trust, business trust, cooperative, association or other form of organization.

"*Involuntary Withdrawal*" means, with respect to the Member, the occurrence of any of the events described in §4A-606(3) through (9) of the Act.

"*Member*" means the Person signing this Agreement as a Member.

"*Net Cash Flow*" means all cash funds received by the Company (not including Capital Contributions but including interest received on reserves), without reduction for any noncash charges, but less cash funds used to pay expenses and to pay, or to establish reasonable reserves for, future expenses, fees, commissions, debt payments, capital improvements and replacements, plus any reduction in such reserves, all as determined by the Member,

"*Percentage*" means, as to the Member, the percentage set forth after the Me bees name on **Exhibit A**.

"*Person*" means any individual or Entity, and the heirs, executors, administrators, successors and assigns of such Person.

"*SDAT*" means the State Department of Assessments and Taxation of Maryland.

ARTICLE II

Formation and Name; Office; Purpose and Term

2.1 *Organization.* The Member desires to organize a limited liability company pursuant to the Act and the provisions of this Agreement and, for that purpose, has caused Articles of Organization to be executed and filed for record with SDAT. Any officer of the Member is hereby designated as an "authorized person," as that term is defined in Section 4A-101(c) of the Act, for purposes of executing and filing any documents or certificates that may be required to be filed on behalf of the Company with SDAT from time to time.

2.2 *Name of the Company.* The name of the Company shall be "Iris Acquisition Sub LLC." The Company may do business under that name and under any other name or names which the Member selects. If the Company does business under a name other than that set forth in its Articles of Organization, then the Company shall file a trade name certificate as required by law.

2.3 *Purpose.* The purposes for which the Company is formed are (1) to engage in any lawful act or activity for which limited liability companies may be organized under the Act and (2) to carry on any and all business, transactions and activities incidental or related thereto, which may be deemed desirable by the members of the Company, to the fullest extent empowered and permitted by law.

2.4 *Principal Office.* The address of the principal office of the Corporation in the State of Maryland is c/o CSC-Lawyers Incorporating Service Company, 7 St. Paul Street, Suite 1660, Baltimore, MD 21202.

2.5 *Resident Agent.* The name and address of the resident agent of the Corporation are CSC-Lawyers Incorporating Service Company, 7 St. Paul Street, Suite 1660, Baltimore, MD 21202.

2.6 *Member.* The name and Percentage of the Member are set forth on **Exhibit A**.

ARTICLE III

Members, Capital; Capital Accounts

3.1 *Initial Capital Contribution.* The name and initial Capital Contribution of the Member, paid in full as of the date hereof, are set forth in Exhibit A.

3.2 *No Other Capital Contributions.* The Member shall not be required to contribute any additional capital to the Company, and except as set forth in the Act, the Member shall not have any personal liability for any obligations of the Company.

3.3 *No Interest on Capital Contributions.* The Member shall not be paid interest on his Capital Contributions.

3.4 *Return of Capital Contributions.* Except as otherwise provided in this Agreement, the Member shall have no right to receive the return of any Capital Contribution.

3.5 *Loans.* The Member may, at any time, make or cause a loan to be made to the Company in any amount and on those terms upon which the Company and the Member agree.

ARTICLE IV

Distributions

4.1 *Distributions of Net Cash Flow.* Net Cash Flow for each year of the Company shall be distributed to the Member at such times as the Member may determine.

4.2 *Liquidation and Dissolution.* If the Company is liquidated, the assets of the Company shall be distributed to the Member as provided in Section 6.3.

ARTICLE V

Management: Rights, Powers, and Duties

5.1 *Management.* The Company shall be managed by its sole Member. The Member shall have full, exclusive, and complete discretion, power, and authority, subject in all eases to the other provisions of this Agreement and the requirements of applicable law, to manage, control, administer, and operate the business and affairs of the Company for the purposes herein stated, and to make all decisions affecting such business and affairs.

5.2 *Liability and Indemnification.*

5.2.1 The Member shall not be liable, responsible, or accountable, in damages or otherwise, to the Company for any act performed by the Member within the scope of the authority conferred on it by this Agreement, except for fraud, gross negligence, or an intentional breach of this Agreement. The Company hereby agrees to indemnify the Member for any act performed by the Member within the scope of the authority conferred on the General Manager by this Agreement, except for fraud, gross negligence, or an intentional breach of this Agreement. The Company shall indemnify and hold harmless and advance expenses, to the fullest extent to which such persons are entitled to be indemnified and held harmless under the Maryland General Corporation Law as of the date of this Agreement, each present and former officer, director or employee of Integral Systems, Inc., a Maryland corporation (the "Predecessor"), and its subsidiaries (the "Indemnified Parties"), against all claims, losses, liabilities, damages, judgments, inquiries, fines and reasonable fees, costs and expenses, including attorneys' fees and disbursements, incurred in connection with any claim, action, suit, proceeding or investigation, whether civil, criminal, administrative or investigative, arising out of or pertaining to (i) the fact that an Indemnified Party is or was an officer, director, employee, fiduciary or agent of the Predecessor or any of its subsidiaries or is or was serving at the request of the Predecessor or any of its subsidiaries as a director, officer, employee, fiduciary or agent of another corporation, partnership, joint venture, trust or other enterprise or non-profit entity or (ii) matters related to the Predecessor or its subsidiaries existing or occurring at or prior to the effective time (the "Effective Time") of the merger (the "Merger") of Predecessor with Iris Merger Sub Inc., a Maryland corporation, whether asserted or claimed prior to, at or after such Effective Time, to the fullest extent permitted under applicable law, Moreover, all rights to indemnification, expenses and exculpation existing in favor of the former or present directors and officers of the Predecessor for their acts and omissions occurring prior to the Effective Time, as provided in the Charter and Bylaws of the Predecessor as of the date of the execution of the merger agreement related to the Merger shall be observed by the Company for a period of six years from the Effective Time. Any indemnity under this Section shall be provided out of and to the extent of the assets of the Company only.

ARTICLE VI

Dissolution, Liquidation, and Termination of the Company

6.1 *Events of Dissolution.* The Company shall be dissolved upon the decision of the Member to dissolve the Company.

6.2 *Involuntary Withdrawal.* The Company shall not dissolve upon the occurrence of an Involuntary Withdrawal of the Member.

6.3 *Procedure for Winding Up and Dissolution.* If the Company is dissolved, the Member shall wind up its affairs. On winding up of the Company, the assets of the Company shall be distributed, first, to creditors of the Company, including the Member if the Member is a creditor, in satisfaction of the liabilities of the Company, and then to the Member. If the Company is dissolved, the Member or the Member's legal or personal representative shall promptly file Articles of Cancellation with SDAT.

ARTICLE VII

Books, Records, Accounting, and Tax Elections

7.1 *Bank Accounts.* All funds of the Company shall be deposited in a bank account or accounts maintained in the Company's name. The Member shall determine the institution or institutions at which the accounts will be opened and maintained, the types of accounts, and the Persons who will have authority with respect to the accounts and the funds therein.

7.2 *Books and Records*,

7.2.1 The Member shall keep or cause to be kept complete and accurate books and records of the Company and supporting documentation of the transactions with respect to the conduct of the Company's business. The records shall include, but not be limited to, complete and accurate information regarding the state of the business and financial condition of the Company, a copy of the articles of organization and operating agreement and all amendments to the articles of organization and operating agreement, and a current record of the name and last known business, residence, or mailing address of the Member.

7.2.2 The books and records of the Company shall be maintained in accordance with generally accepted accounting principles and procedures applied in a consistent manner. The books and records of the Company shall reflect all Company transactions and shall be appropriate and adequate for the Company business.

7.3 *Annual Accounting Period.* The annual accounting period of the Company shall be a calendar year.

ARTICLE VIII

General Provisions

8.1 *Complete Agreement.* This Agreement constitutes the complete and exclusive statement of this Agreement. It supersedes all prior written and oral statements, including any prior representation, statement, condition, or warranty. Except as expressly provided otherwise herein, this Agreement may not be amended without the written consent of the Member.

8.2 *Applicable Law.* All questions concerning the construction, validity, and interpretation of this Agreement and the performance of the obligations imposed by this Agreement shall be governed by the internal law, not the law of conflicts, of the State of Maryland.

8.3 *Section Titles.* The headings herein are inserted as a matter of convenience only, and do not define, limit, or describe the scope of this Agreement or the intent of the provisions hereof.

8.4 *Binding Provisions.* This Agreement is binding upon, and inures to the benefit of, the parties hereto and their respective heirs, executors, administrators, personal and legal representatives, successors, and permitted assigns.

8.5 *Jurisdiction and Venue.* Any suit involving any dispute or matter arising under this Agreement may only be brought in any United States District Court for the District of Maryland or any Maryland State Court having jurisdiction over the subject matter of the dispute or matter. The Member hereby consents to the exercise of personal jurisdiction by any such court with respect to any such proceeding.

8.6 *Terms.* Common nouns and pronouns shall be deemed to refer to the masculine, feminine, neuter, singular and plural, as the identity of the Person may in the context require.

8.7 *Separability of Provisions.* Each provision of this Agreement shall be considered separable; and if, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid.

[THIS SPACE HAS BEEN INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Agreement has been executed under seal as of the date set forth hereinabove.

WITNESS:

/s/ EVA YEE

Eva Yee

MEMBER:

KRATOS DEFENSE & SECURITY SOLUTIONS, INC.

/s/ DEANNA H. LUND (SEAL)

Name: Deanna H. Lund
Title: EVP/CFO

[SIGNATURE PAGE TO OPERATING AGREEMENT OF MERGER LLC]

EXHIBIT A

Member, Capital and Percentage

Name and Address of Member	Fair Market Value Of Initial Capital Contribution	Percentage
KRATOS DEFENSE & SECURITY SOLUTIONS, INC.	$ 1,000	100%

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Exhibit 3.111

FORM OF BYLAWS
OF
AVTEC SYSTEMS, INC., CVG, INCORPORATED, GENERAL MICROWAVE CORPORATION, GENERAL MICROWAVE ISRAEL CORPORATION, HENRY BROS. ELECTRONICS, INC. (CO), HERLEY INDUSTRIES, INC., HERLEY-CTI, INC., HERLEY-RSS, INC., INTEGRAL SYSTEMS, INC., LUMISTAR, INC., LVDM, INC., MICRO SYSTEMS, INC., MSI ACQUISITION CORP., NEWPOINT TECHNOLOGIES, INC., REAL TIME LOGIC, INC., SAT CORPORATION, AND STAPOR RESEARCH, INC.

ARTICLE I

STOCKHOLDERS

Section 1. Annual Meeting

An annual meeting of the stockholders, for the election of directors to succeed those whose terms expire and for the transaction of such other business as may properly come before the meeting, shall be held at such place, on such date and at such time as the Board of Directors (the "Board") shall fix each year.

Section 2. Special Meetings

Special meetings of the stockholders may be called at any time, either by the Board or by the Chairman of the Board. The Chairman of the Board shall call a special meeting of the stockholders whenever a request to do so is made in writing by stockholders representing a majority of the shares of the Corporation.

Section 3. Notice of Meetings

Written notice of all meetings of the stockholders shall be given, not less than ten (10) nor more than sixty (60) days before the date on which the meeting is to be held, to each stockholder entitled to vote at such meeting. The notice shall state the place, date and hour of the meeting, and, in the case of a special meeting, the purpose for which the meeting is called.

Whenever any notice is required to be given to the stockholders, a waiver thereof, in writing, signed by the stockholder entitled to such notice, whether signed before or after the time stated therein, shall be equivalent to the giving of the notice.

Section 4. Quorum

At any meeting of the stockholders, the holders of a majority of all of the stock entitled to vote at the meeting, present in person or by proxy, shall constitute a quorum.

Section 5. Voting Procedure

If the object of a meeting is to elect directors or take a vote of the stockholders on any proposition, the Secretary shall receive and canvass the votes given at such meeting and report the result of the meeting to the Chairman of the Board.

Section 6. Action by Consent

Any action required by these Bylaws or by the applicable state law to be taken at a meeting of the stockholders, or any action which may be taken at any annual or special meeting of the stockholders may be taken without a meeting without prior notice and without vote, if consents in writing setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at

which all shares entitled to vote thereon were present and voted; and shall be filed with the minutes of meetings of stockholders.

ARTICLE II

BOARD OF DIRECTORS

Section 1. Powers of the Directors

The directors shall have and take entire general charge and supervision of the business and affairs of the Corporation. They may appoint one of their members as Chairman of the Board. They may also, by a resolution adopted by a majority of the Board, designate two or more directors to constitute an executive committee. The Chairman of the Board shall be a member of the executive committee.

The Board or the executive committee may appoint such officers and agents as may be necessary in the judgment of the directors or the executive committee. Any officers or agents so appointed shall be removable with or without cause by the Board or by the executive committee. Any vacancy in any office may be filled in the same manner. In the absence or disqualification of any member of the executive committee, the members of the committee present at the meeting and not disqualified from voting may by unanimous vote appoint another member of the Board to act at the meeting in place of the absent or disqualified member.

Unless otherwise directed by the Board of Directors, the Chairman of the Board, or such other officer or agent as the Chairman of the Board or Board of Directors may designate, shall have authority to vote and otherwise act on behalf of the Corporation, in person or by proxy, at any meeting of stockholders, or with respect to any action of stockholders, of any other corporation in which this Corporation may hold securities, and otherwise to exercise any and all rights and powers that this Corporation may possess by reason of its ownership of securities in any other corporation.

Section 2. Number, Election and Terms of Office

The number of directors shall not be less than one (1) nor more than ten (10), as determined by a majority vote of the total number of directors then serving in office. Each director shall continue in office for a term of one (1) year and until such person's successor has been elected and qualified.

In the case of the death or the resignation of any director(s) of the Corporation, a majority of the surviving or remaining directors may fill the vacancy (or vacancies) until a successor (or successors) is (are) elected at a stockholders' meeting.

Section 3. Meetings of the Directors

Regular meetings of the Board shall be held at such place or places, on such date or dates and at such time or times as shall have been established by the Board. A notice of each such regular meeting shall not be required.

Special meetings of the Board may be called by the Chairman of the Board whenever such person may think proper. A special meeting shall be called when a written request is made by at least one-third of the entire Board. Notice of the place, date and time of each such special meeting shall be given by mailing or telephoning such notice to each director at least twenty-four (24) hours before the time named for the meeting.

A majority of the total number of directors shall constitute a quorum for any meeting of the Board. Any action required or permitted, by these Bylaws or applicable state law, at any meeting of the Board of Directors or any committee thereof, may be taken without a meeting if all members of the Board or committee, as the case may be, consent thereto in writing, and consents are filed with the minutes of proceedings of the Board or committee.

Section 4. Waiver of Notice

Whenever any notice is required to be given to any director, a waiver thereof in writing, signed by the person entitled to such notice, whether signed before or after the time stated in the notice, shall be equivalent to the giving of such notice.

Attendance of a director at a meeting, or execution by a director of a written consent in lieu thereof, shall constitute a waiver of notice of such meeting, except where the director attends the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 5. Committees of the Board

The Board, by a vote of a majority of the total number of directors, may, from time to time, designate committees of the Board, with such lawfully delegable powers and duties as it thereby confers, to serve at the pleasure of the Board. Each committee may determine procedural rules for the conduct of its meetings and business, and shall act in accordance therewith, unless otherwise provided by the Board of Directors in the resolution establishing the committee.

ARTICLE III

OFFICERS

Section 1. Generally

The officers of the Corporation shall consist of a President, one or more Vice Presidents, a Secretary, a Treasurer and such other officers as may, from time to time, be appointed by the Board. Officers shall be elected by the Board which shall consider that subject at its first meeting after every annual meeting of stockholders. Each officer shall hold office until a successor is elected and qualified or until such officer's earlier resignation or removal. Any number of offices may be held by the same person.

Section 2. President

The President shall perform such duties as usually pertain to the office and as may be assigned by the Board of Directors of the Corporation.

Section 3. Vice President

Each Vice President shall perform such duties as usually pertain to the office to which appointed and such other duties as may from time to time be assigned.

Section 4. Secretary and Assistant Secretaries

The Secretary shall issue all authorized notices for, and shall keep minutes of, all meetings of the stockholders and the Board. The Secretary shall have general charge over the corporate books.

Each Assistant Secretary shall perform such duties of the Secretary as may from time to time be assigned.

Section 5. Treasurer

The Treasurer shall have the custody of all monies and securities of the Corporation and shall keep regular books of account. The Treasurer shall make such disbursements of the funds of the Corporation as are proper and shall render, from time to time, an account of all such transactions and of the financial condition of the Corporation.

The Assistant Treasurer shall perform such duties of the Treasurer as may from time to time be assigned.

Section 6. Delegation of Authority

The Board may, from time to time, assign or delegate the powers or duties of any officer to any other officers or agents of the Corporation, notwithstanding any provision hereof.

ARTICLE IV

MISCELLANEOUS

Section 1. Indemnification of Directors, Officers and Employees

The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any action, suit or proceeding, whether civil, criminal, administrative or investigative (including any action or suit by or in the right of the corporation) by reason of the fact that such person is or was a director, officer, employee or agent of the corporation, or, while such person is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding, but in each case only if and to the extent permitted under applicable state or federal law.

The indemnification provided herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs and personal representatives of such a person.

Section 2. Certificates of Stock

Certificates of stock in the Corporation shall be issued by the Treasurer in the name of the stockholder and shall be signed on behalf of the Corporation by the Chairman of the Board of Directors, or the President or Vice President and by the Treasurer or an Assistant Treasurer or the Secretary or an Assistant Secretary. Any or all of the signatures on the certificates may be facsimile.

Section 3. Facsimile Signatures

In addition to the provision for the use of facsimile signatures on stock certificates as provided in Section 2 of Article IV, facsimile signatures of any officer or officers of the Corporation may be used whenever and as authorized by the Board of Directors.

Section 4. Fiscal Year

The fiscal year of the Corporation shall be fixed by the Board of Directors and may be otherwise changed from time to time by resolution of the Board of Directors.

Section 5. Seal

The Board may provide a suitable seal containing the name of the Corporation, which seal shall be in the charge of the Secretary.

ARTICLE V

AMENDMENTS

These Bylaws may be amended or repealed by the Board or by the stockholders.

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Exhibit 4.2

[FORM OF EXCHANGE NOTE]

KRATOS DEFENSE & SECURITY SOLUTIONS, INC.

10% SENIOR SECURED NOTES DUE 2017

CUSIP No.
No. $

Kratos Defense & Security Solutions, Inc., a Delaware corporation (the "*Company*", which term includes any successors under the Indenture hereinafter referred to), for value received promises to pay to Cede & Co., or registered assigns, the principal sum of DOLLARS ($) on June 1, 2017.

Interest Rate: 10%.

Interest Payment Dates: June 1 and December 1, commencing December 1, 2011.

Record Dates: May 15 and November 15.

Reference is made to the further provisions of this Note contained on the reverse side of this Note, which will for all purposes have the same effect as if set forth at this place.

IN WITNESS WHEREOF, the Company has caused this Note to be signed manually or by facsimile by its duly authorized officer.

KRATOS DEFENSE & SECURITY SOLUTIONS, INC.

By: _____

Name:
Title:

Dated:

TRUSTEE CERTIFICATE OF AUTHENTICATION

This is one of the 10% Senior Secured Notes due 2017 referred to in the within-mentioned Indenture.

WILMINGTON TRUST, NATIONAL ASSOCIATION (as successor by merger to Wilmington Trust FSB), as Trustee

Dated:

By: _____

Authorized Signatory

(REVERSE OF NOTE)

10% Senior Secured Note due 2017

1. *Interest.* Kratos Defense & Security Solutions, Inc., a Delaware corporation (the "*Company*", which term includes any successors under the Indenture hereinafter referred to), promises to pay interest on the principal amount of this Note at the rate per annum shown above. Interest on the Note will accrue from the most recent date on which interest has been paid or, if no interest has been paid, from and including June 1, 2011. The Company will pay interest in cash semi-annually in arrears on each Interest Payment Date, commencing December 1, 2011. Interest will be computed on the basis of a 360-day year comprised of twelve 30-day months. The Company shall pay interest on overdue principal (including interest accruing at the then applicable rate provided in the Indenture Documents after the occurrence of any Event of Default set forth in Section 6.01(6) or (7) of the Indenture, whether or not a claim for post-filing or post-petition interest is allowed under applicable law following the institution of a proceeding under bankruptcy, insolvency or similar laws) at 1% per annum in excess of the rate per annum set forth in the Notes (the "*Default Rate*"), and it shall pay interest on overdue installments of interest at the same Default Rate to the extent lawful.

2. *Method of Payment.* The Company shall pay interest on the Notes (except defaulted interest) to the Persons who are the registered Holders at the close of business on the Record Date immediately preceding the Interest Payment Date even if the Notes are cancelled on registration of transfer or registration of exchange after such Record Date, and on or before such Interest Payment Date. Holders must surrender Notes to a Paying Agent to collect principal payments. The Company shall pay principal and interest in money of the United States that at the time of payment is legal tender for payment of public and private debts ("*U.S. Legal Tender*"). However, the Company may pay principal and interest by check payable in such U.S. Legal Tender. The Company shall deliver any such interest payment to the Paying Agent for delivery to a Holder at the Holder's registered address.

3. *Paying Agent and Registrar.* Initially, Wilmington Trust, National Association (as successor by merger to Wilmington Trust FSB) (the "*Trustee*") will act as Paying Agent and Registrar. The Company may change any Paying Agent, Registrar or co-Registrar without notice to the Holders. Neither the Company nor any Affiliate of the Company may act as Paying Agent.

4. *Indenture.* The Notes were issued under an Indenture, dated as of May 19, 2010 (the "*Indenture*"), by and between the Company and the Trustee. The terms of the Notes include those stated in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act of 1939 (15 U.S. Code §§ 77aaa-77bbbb) (the "*TIA*"), as in effect on the date of the Indenture until such time as the Indenture is qualified under the TIA, and thereafter as in effect on the date on which the Indenture is qualified under the TIA. Notwithstanding anything to the contrary herein, the Notes are subject to all such terms, and Holders of Notes are referred to in the Indenture and the TIA for a statement of such terms. The Notes are senior secured obligations of the Company. Each Holder, by accepting a Note, agrees to be bound by all of the terms and provisions of the Indenture, as the same may be amended from time to time. Capitalized terms herein are used as defined in the Indenture unless otherwise defined herein.

5. *Redemption.*

(a) *Optional Redemption on or after June 1, 2014.* Except as described in *Sections 5(b)* and *5(c)* below, the Notes are not redeemable before June 1, 2014. At any time on or after June 1, 2014, the Company may redeem the Notes, at its option, in whole or in part, at any time or from time to time, upon not less than 30 nor more than 60 days' notice, at the following redemption prices (expressed as percentages of the principal amount thereof) if redeemed during the

twelve-month period commencing on June 1, of each of the years set forth below, plus, in each case, accrued and unpaid interest thereon to the Redemption Date:

Year	Percentage
2014	105.000%
2015	102.500%
2016 and each year thereafter	100.000%

(b) *Optional Redemption Upon Equity Offerings.* At any time, or from time to time, on or prior to June 1, 2013, the Company may, at its option, use an amount not to exceed the net cash proceeds of one or more Equity Offerings to redeem up to 35% of the aggregate principal amount of the Notes (which includes Additional Notes, if any) originally issued under the Indenture at a redemption price of 110% of the aggregate principal amount thereof, plus accrued and unpaid interest to the Redemption Date. In order to effect the foregoing redemption with the proceeds of any Equity Offering,

(1) at least 65% of the aggregate principal amount of the Notes (which includes Additional Notes, if any) originally issued under the Indenture shall remain outstanding immediately after such redemption; and

(2) the Redemption Date must be as of a date not more than 120 days after the consummation of any such Equity Offering.

(c) *Optional Redemption Prior to June 1, 2014.* At any time prior to June 1, 2014, the Company may, at its option, redeem the Notes for cash, in whole or in part, at any time or from time to time, upon not less than 30 days nor more than 60 days notice to each Holder of Notes, at a redemption price equal to 100% of the principal amount thereof plus the Applicable Premium as of, and accrued and unpaid interest to the Redemption Date (subject to the rights of holders of record on the relevant record date to receive interest due on the relevant interest payment date).

(d) *Notice of Redemption.* Notice of redemption will be mailed by first-class mail at least 30 days but not more than 60 days before the Redemption Date to the Trustee and to each Holder to be redeemed at its registered address. If fewer than all of the Notes are to be redeemed, at any time, selection of the Notes for redemption will be made by the Trustee in compliance with the requirements of the principal national securities exchange, if any, on which the Notes are listed, or, if the Notes are not then listed on a national securities exchange, on a pro rata basis, by lot or by such method as the Trustee may reasonably determine is fair and appropriate, *provided* that no Notes of a principal amount of $2,000 or less shall be redeemed in part; and *provided, further*, that any such partial redemption made with the proceeds of an Equity Offering will be made only on a *pro rata* basis or on as nearly a *pro rata* basis as is practicable (subject to DTC procedures), unless such method is otherwise prohibited. Notes in denominations of $2,000 or an integral multiple of $1,000 in excess thereof may be redeemed in part.

Except as set forth in the Indenture, if monies for the redemption of the Notes called for redemption shall have been deposited with the Paying Agent for redemption on such Redemption Date sufficient to pay such Redemption Price plus accrued and unpaid interest the Notes called for redemption will cease to bear interest from and after such Redemption Date, and the only remaining right of the Holders of such Notes will be to receive payment of the Redemption Price plus accrued and unpaid interest as of the Redemption Date upon surrender to the Paying Agent of the Notes redeemed.

6. *Mandatory Redemption.* The Company shall not be required to make mandatory redemption or sinking fund payments with respect to the Notes.

7. *Offers to Purchase.* Sections 4.10 and 4.11 of the Indenture provide that upon the occurrence of a Change of Control and after certain Asset Sales and subject to further limitations contained therein, the Company will make an offer to purchase certain amounts of the Notes in accordance with the procedures set forth in the Indenture.

8. *Denominations; Transfer; Exchange.* The Notes are in registered form, without coupons, in denominations of $2,000 and integral multiples of $1,000 in excess thereof. A Holder shall register the transfer of or exchange of Notes in accordance with the Indenture. The Registrar may require a Holder, among other things, to furnish appropriate endorsements and transfer documents and to pay any taxes, fees or similar governmental charges payable in connection therewith as permitted by the Indenture. The Registrar shall not be required to register the transfer or exchange of any Note (i) during a period beginning at the opening of business fifteen (15) days before the mailing of a notice of redemption of Notes and ending at the close of business on the day of such mailing and (ii) selected for redemption in whole or in part pursuant to Article Three of the Indenture, except the unredeemed portion of any Note being redeemed in part.

9. *Persons Deemed Owners.* The registered Holder of a Note shall be treated as the owner of it for all purposes.

10. *Unclaimed Money.* Subject to applicable law, if money for the payment of principal or interest remains unclaimed for two years, the Trustee and the Paying Agent may pay the money without interest thereon back to the Company. After that, all liability of the Trustee and such Paying Agent with respect to such money shall cease.

11. *Discharge Prior to Redemption or Maturity.* If the Company at any time deposits with the Trustee U.S. Legal Tender or U.S. Government Obligations sufficient to pay the principal of and interest on the Notes to redemption or stated maturity and complies with the other provisions of the Indenture relating thereto, the Company shall be deemed to have paid and discharged the entire Indebtedness represented by the outstanding Notes, except for the rights of Holders to receive payments in respect of the principal of, and premium, if any, and interest on the Notes when such payments are due from the deposits referred to above.

12. *Amendment; Supplement; Waiver.* Subject to certain exceptions, the Indenture, the Notes or the Guarantees may be amended or supplemented with the written consent of the Holders of at least a majority in aggregate principal amount of the Notes then outstanding, and any existing Default or Event of Default or noncompliance with any provision of the Indenture, the Notes or the Guarantees may be waived with the written consent of the Holders of a majority in aggregate principal amount of the Notes then outstanding. Without consent of any Holder, the parties thereto may amend or supplement the Indenture, the Notes or the Guarantees to, among other things, cure any ambiguity, defect or inconsistency, provide for uncertificated Notes or Guarantees in addition to or in place of certificated Notes or Guarantees, comply with the TIA, or comply with Article Five of the Indenture or make any other change that does not adversely affect the rights of any Holder of a Note.

13. *Restrictive Covenants.* The Indenture imposes certain limitations on the ability of the Company and the Restricted Subsidiaries to, among other things, incur additional Indebtedness or issue Preferred Stock, grant Liens, make payments in respect of their Capital Stock or certain Indebtedness, enter into transactions with Affiliates, create dividend or other payment restrictions affecting Subsidiaries, merge or consolidate with any other Person, sell, assign, transfer, lease, convey or otherwise dispose of all or substantially all of its assets or adopt a plan of liquidation. Such limitations are subject to a number of important qualifications and exceptions. The Company must annually report to the Trustee on compliance with such limitations.

14. *Successors.* When a successor assumes, in accordance with the Indenture, all the obligations of its predecessor under the Notes, the Guarantees and the Indenture, the predecessor will be released from those obligations.

15. *Defaults and Remedies.* If an Event of Default occurs and is continuing, the Trustee or the Holders of at least 25% in aggregate principal amount of the Notes then outstanding may declare all the Notes to be due and payable in the manner, at the time and with the effect provided in the Indenture. Holders of Notes may not enforce the Indenture except as provided in the Indenture. The Trustee is not obligated to enforce the Indenture or the Notes unless it has received indemnity satisfactory to it. The Indenture permits, subject to certain limitations therein provided, Holders of a

majority in aggregate principal amount of the Notes then outstanding to direct the Trustee in its exercise of any trust or power. The Trustee may withhold from Holders of Notes notice of any continuing Default or Event of Default (except a Default in payment of principal or interest and except in case of a failure to comply with Article Five of the Indenture) if it determines that withholding notice is in their interest.

16. *Trustee Dealings with Company.* Subject to the terms of the TIA and the Indenture, the Trustee under the Indenture, in its individual or any other capacity, may become the owner or pledgee of Notes and may otherwise deal with the Company, the Subsidiaries or their respective Affiliates as if it were not the Trustee.

17. *No Recourse Against Others.* No past, present or future director, officer, employee, incorporator, agent, stockholder or Affiliate of the Company or a Guarantor, as such, shall have any liability for any obligations of the Company or the Guarantors under the Notes, the Guarantees, the Indenture or the Collateral Agreements or for any claim based on, in respect of, such obligations or their creation. Each Holder by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for the issuance of the Notes.

18. *Guarantee.* Subject to the terms and conditions of Article Ten of the Indenture, payment of principal and interest (including interest on overdue principal and overdue interest, if lawful), is unconditionally guaranteed, jointly and severally, by each of the Guarantors.

19. *Intercreditor Agreement.* Each Holder, by its acceptance of its Note, agrees to be bound by the terms of the Intercreditor Agreement and any replacement Intercreditor Agreement and each of the Guarantors, if any, and the Holders hereby authorize the Trustee and the Collateral Agent to bind the Holders to the extent provided in the Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to the Indenture, this Note and the Collateral Agreements and the exercise of any right or remedy by the Collateral Agent hereunder and thereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Note with respect to lien priority or rights and remedies in connection with the Common Collateral (as defined in the Intercreditor Agreement), the terms of the Intercreditor Agreement shall govern.

20. *Authentication.* This Note shall not be valid until the Trustee or Authenticating Agent manually signs the certificate of authentication on this Note.

21. *Governing Law.* THIS NOTE, THE GUARANTEES, THE INDENTURE, AND THE COLLATERAL AGREEMENTS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, AS APPLIED TO CONTRACTS MADE AND PERFORMED WITHIN THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS. EACH OF THE PARTIES HERETO AGREES TO SUBMIT TO THE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS NOTE.

22. *Waiver of Jury Trial.* Each of the parties hereto and the Holders (by their acceptance of the Note) hereby irrevocably waives, to the fullest extent permitted by law, any and all right to trial by jury in any action or proceeding arising out of or in connection with the Indenture, this Note, the Guarantees, the Collateral Agreements or the transactions contemplated by the Indenture.

23. *Security.* The Company' and Guarantors' obligations under the Notes are secured by Liens on the Collateral pursuant to the terms of the Collateral Agreements. The actions of the Trustee and the Holders of the Notes secured by such Liens and the application of proceeds from the enforcement of any remedies with respect to such Collateral are limited pursuant to the terms of the Collateral Agreements.

24. *Abbreviations and Defined Terms.* Customary abbreviations may be used in the name of a Holder of a Note or an assignee, such as: TEN COM (= tenants in common), TEN ENT (= tenants

by the entireties), JT TEN (= joint tenants with right of survivorship and not as tenants in common), CUST (= Custodian), and U/G/M/A (= Uniform Gifts to Minors Act).

25. *CUSIP Numbers.* Pursuant to a recommendation promulgated by the Committee on Uniform Security Identification Procedures, the Company has caused CUSIP numbers to be printed on the Notes and the Trustee may use CUSIP numbers in notices of redemption as a convenience to Holders. No representation is made as to the accuracy of such numbers either as printed on the Notes or as contained in any notice of redemption and reliance may be placed only on the other identification numbers placed thereon, and any such redemption shall not be affected by any defect in or omission of such numbers.

The Company will furnish to any Holder of a Note upon written request and without charge a copy of the Indenture. Requests may be made to: Kratos Defense & Security Solutions, Inc., 4820 Eastgate Mall, San Diego, C.A. 92121.

ASSIGNMENT FORM

If you the Holder want to assign this Note, fill in the form below and have your signature guaranteed:

I or we assign and transfer this Note to:

_____

_____

(Print or type name, address and zip code and
social security or tax ID number of assignee)

and irrevocably
appoint _____
agent to transfer this Note on the books of the Company. The agent may substitute another to act for him.

Dated: _____ Signed: _____

(Sign exactly as your name appears on the other
side of this Note)

Signature Guarantee: _____

OPTION OF HOLDER TO ELECT PURCHASE

If you want to elect to have this Note purchased by the Company pursuant to Section 4.10 or 4.11 of the Indenture, check the appropriate box:

Section 4.10 [ ]

Section 4.11 [ ]

If you want to elect to have only part of this Note purchased by the Company pursuant to Section 4.10 or 4.11 of the Indenture, state the amount you elect to have purchased (in denominations of $2,000 or integral multiples of $1,000 in excess thereof, except if you have elected to have all of your Notes purchased):

$ _____

Dated: _____ Signature: _____

NOTICE: The signature on this assignment must correspond with the name as it appears upon the face of the within Note in every particular without alteration or enlargement or any change whatsoever and be guaranteed by the endorser's bank or broker.

Social Security or
Tax ID No : _____

Signature Guarantee: _____

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Exhibit 5.1

PAUL HASTINGS

1(858) 458-3031
teriobrien@paulhastings.com

October 24, 2011

Kratos Defense & Security Solutions, Inc.
4820 Eastgate Mall
San Diego, CA 92121

Re: Kratos Defense & Security Solutions, Inc. Registration Statement on Form S-4

Ladies and Gentlemen:

We have acted as counsel to Kratos Defense & Security Solutions, Inc., a Delaware corporation (the "Company"), in connection with the filing of the Registration Statement on Form S-4 (the "Registration Statement") with the Securities and Exchange Commission (the "Commission") by the Company under the Securities Act of 1933, as amended (the "Securities Act"). The Registration Statement relates to the exchange of the Company's 10% Senior Secured Notes due 2017, which have been registered under the Securities Act (the "Exchange Notes"), for a like principal amount of its issued and outstanding 10% Senior Secured Notes due 2017, which have not been registered under the Securities Act (the "Original Notes"), upon the terms and subject to the conditions set forth in Registration Statement and the related Letter of Transmittal (which, together with the Registration Statement, constitute the "Exchange Offer"). This opinion is being delivered in accordance with the requirements of Item 601(b)(5) of Regulation S-K under the Securities Act.

The Exchange Notes will be and the Original Notes are governed by the indenture dated as of May 19, 2010 (as amended or supplemented through the date hereof, the "Indenture"), among the Company, the guarantors party thereto and Wilmington Trust, National Association (as successor by merger to Wilmington Trust FSB), as trustee and collateral agent. The Exchange Offer constitutes an offer to exchange up to $115,000,000 aggregate principal amount of the Exchange Notes for up to an equal aggregate principal amount of the Original Notes.

As such counsel and for purposes of our opinion set forth below, we have examined originals or copies, certified or otherwise identified to our satisfaction, of such documents, corporate records, certificates of public officials and other instruments of the Company as we have deemed necessary or appropriate as a basis for the opinion set forth herein, including, without limitation:

(i) the Registration Statement;

(ii) the Indenture;

(iii) the Exchange Notes;

(iv) the Amended and Restated Certificate of Incorporation, as amended, of the Company and the Second Amended and Restated Bylaws of the Company as presently in effect as certified by the Secretary of the Company as of the date hereof (collectively, the "Company Charter Documents");

(v) a certificate of the Secretary of State of the State of Delaware as to the incorporation and good standing of the Company as of October 21, 2011; and

(vi) resolutions adopted by the board of directors of the Company, certified by the Secretary of the Company, relating to the execution and delivery of, and the performance by the Company of its obligations under, the Transaction Documents (as defined herein).

In addition to the foregoing, we have made such investigations of law as we have deemed necessary or appropriate as a basis for the opinion set forth herein.

The Exchange Notes and the Indenture are referred to herein, individually, as a "Transaction Document" and, collectively, as the "Transaction Documents."

In such examination and in rendering the opinion expressed below, we have assumed: (i) the due authorization, execution and delivery of all agreements, instruments and other documents by all the parties thereto (other than the due authorization, execution and delivery of the Transaction Documents by the Company); (ii) the genuineness of all signatures on all documents submitted to us; (iii) the authenticity and completeness of all documents, corporate records, certificates and other instruments submitted to us; (iv) that photocopy, electronic, certified, conformed, facsimile and other copies submitted to us of original documents, corporate records, certificates and other instruments conform to the original documents, records, certificates and other instruments, and that all such original documents were authentic and complete; (v) the legal capacity of all individuals executing documents; (vi) that the Transaction Documents executed in connection with the transactions contemplated thereby are the valid and binding obligations of each of the parties thereto (other than the Company), enforceable against such parties (other than the Company) in accordance with their respective terms and that no Transaction Document has been amended or terminated orally or in writing except as has been disclosed to us; and (vii) that the statements contained in the certificates and comparable documents of public officials, officers and representatives of the Company and other persons on which we have relied for the purposes of this opinion are true and correct. As to all questions of fact material to this opinion and as to the materiality of any fact or other matter referred to herein, we have relied (without independent investigation) upon certificates or comparable documents of officers and representatives of the Company.

Based upon the foregoing, and in reliance thereon, and subject to the limitations, qualifications and exceptions set forth herein, we are of the following opinion:

When the Exchange Notes have been duly authenticated by Wilmington Trust, National Association (as successor by merger to Wilmington Trust FSB), in its capacity as Trustee, and duly executed and delivered on behalf of the Company as contemplated by the Registration Statement, the Exchange Notes will be validly issued and will constitute valid and binding obligations of the Company enforceable against the Company in accordance with their terms.

Our opinion set forth above is subject to applicable bankruptcy, insolvency, reorganization, fraudulent conveyance and transfer, moratorium or other laws now or hereafter in effect relating to or affecting the rights or remedies of creditors generally and by general principles of equity (whether applied in a proceeding at law or in equity) including, without limitation, standards of materiality, good faith and reasonableness in the interpretation and enforcement of contracts, and the application of such principles to limit the availability of equitable remedies such as specific performance.

We are members of the Bar of the State of New York, and accordingly, do not purport to be experts on or to be qualified to express any opinion herein concerning the laws of any jurisdiction other than laws of the State of New York and the Delaware General Corporation Law (including all applicable provisions of the Delaware Constitution and the reported judicial decisions interpreting such laws).

This opinion letter deals only with the specified legal issues expressly addressed herein, and you should not infer any opinion that is not explicitly addressed herein from any matter stated in this letter.

We hereby consent to being named as counsel to the Company in the Registration Statement, to the references therein to our Firm under the caption "Legal Matters" and to the inclusion of this opinion as an exhibit to the Registration Statement. In giving this consent, we do not thereby admit that we are within the category of persons whose consent is required under Section 7 of the Securities

Act, or the rules and regulations of the Commission thereunder. This opinion is rendered to you as of the date hereof, and we assume no obligation to advise you or any other person hereafter with regard to any change after the date hereof in the circumstances or the law that may bear on the matters set forth herein even though the change may affect the legal analysis or a legal conclusion or other matters in this letter.

Very truly yours,
/s/ Paul Hastings LLP

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Exhibit 5.2

SHEPPARD MULLIN
SHEPPARD MULLIN RICHTER & HAMPTON LLP
ATTORNEYS AT LAW

30 Rockefeller Plaza | New York, NY 10112-0015
212-653-8700 *office* | 212-653-8701 *fax* | ***www.sheppardmullin.com***

October 24, 2011

Kratos Defense & Security Solutions, Inc.
4820 Eastgate Mall
San Diego, CA 92121

Ladies and Gentlemen:

We have acted as counsel for Kratos Defense & Security Solutions, Inc., a Delaware corporation (the "*Company*"), in connection with its preparation of a Registration Statement on Form S-4 (the "*Registration Statement*"), including the prospectus constituting a part thereof (the "*Prospectus*"), to be filed with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "*Securities Act*"), relating to the offer to exchange (the "*Exchange Offer*") the Company's 10% Senior Secured Notes due 2017 (the "*Exchange Notes*") which have been registered under the Securities Act, for an equal principal amount of the Company's outstanding unregistered 10% Senior Secured Notes due 2017 (the "*Original Notes*"). The Exchange Notes will be guaranteed, jointly and severally (the "*Exchange Note Guarantees*"), by the Company's subsidiary guarantors listed on *Schedule A* attached hereto (each, a "*Guarantor*" and collectively, the "*Guarantors*"). The Original Notes are governed, and the Exchange Notes will be governed, by the Indenture dated as of May 19, 2010 (as amended or supplemented through the date hereof, the "*Indenture*"), among the Company, the guarantors party thereto and Wilmington Trust, National Association (as successor by merger to Wilmington Trust FSB), as trustee and collateral agent.

In connection with our opinion, we have examined: (a) the Registration Statement, including the Prospectus; (b) each Guarantor's articles of incorporation, certificate of incorporation, certificate of formation, bylaws, limited liability company agreement, and partnership agreement, as applicable, each as amended to date; (c) the Indenture; (d) the Exchange Notes and the Exchange Note Guarantees; and (e) such other proceedings, documents and records as we have deemed necessary to enable us to render this opinion.

In our examination of the above-referenced documents, we have assumed the genuineness of all signatures, the authenticity of all documents, certificates and instruments submitted to us as originals and the conformity with the originals of all documents submitted to us as copies. To the extent that obligations of the Guarantors may be dependent upon such matters, we have relied exclusively upon the opinions of local counsel in Alabama, Arizona, Colorado, Florida, Georgia, Indiana, New Jersey, Ohio, and Texas as to the conclusions that (i) the Guarantors formed in each such jurisdiction are each duly formed, validly existing and in good standing in all relevant jurisdictions, with power and authority to execute, deliver and perform their respective obligations under the Exchange Note Guarantees, and (ii) that the Exchange Note Guarantees have been duly authorized by all appropriate corporate, limited liability or partnership action by each such Guarantor. Also, we have relied as to certain factual matters on information obtained from public officials, officers of the Company and other sources believed by us to be responsible.

Based upon and subject to the foregoing and the matters set forth herein, assuming that the Indenture has been duly authorized, executed and delivered by, and represents the valid and binding obligation of, the Trustee and the Company, and when the Registration Statement, including any amendments thereto, shall have become effective under the Securities Act and the Indenture shall have been duly qualified under the Trust Indenture Act of 1939, as amended, and having regard for such legal considerations as we deem relevant, we are of the opinion that:

1. The Exchange Note Guarantees, when duly executed and delivered by or on behalf of each of the Guarantors in the form contemplated by the Indenture upon the terms set forth in the

Exchange Offer, will be valid and binding obligations of the Guarantors enforceable in accordance with their terms; except as enforcement thereof may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or other comparable laws affecting the enforcement of creditors' rights generally or the application of equitable principles (regardless of whether such enforceability is considered in a proceeding in equity or at law).

We express no opinion concerning the contents of the Registration Statement or the Prospectus, other than as to the validity of the Exchange Note Guarantees. We express no opinion as to the applicability of, compliance with or effect of, the law of any jurisdiction other than United States Federal law, the laws of the State of New York, the General Corporation Law of the State of Delaware, the Limited Liability Company Act of the State of Delaware, the Corporations Code of the State of California, the Virginia Stock Corporation Act and the Annotated Code of Maryland—Corporations and Associations. The Exchange Notes may be issued from time to time on a delayed or continuous basis, and this opinion is limited to the laws, including the rules and regulations, as in effect on the date of this opinion, which laws are subject to change with possible retroactive effect.

We hereby consent to the reference to our firm under the caption "Legal Matters" in the Prospectus which is filed as part of the Registration Statement, and to the filing of this opinion as an exhibit to such Registration Statement. In giving this consent, we do not admit that we are "experts" within the meaning of Section 11 of the Securities Act or within the category of persons whose consent is required by Section 7 of the Securities Act.

Very truly yours,

/s/ Sheppard, Mullin, Richter & Hampton LLP

SCHEDULE A

Guarantors

1. Ai Metrix, Inc., a Delaware corporation.
2. Airorlite Communications, Inc., a New Jersey corporation.
3. Avtec Systems, Inc., a Virginia corporation.
4. Charleston Marine Containers, Inc., a Delaware corporation.
5. CVG Incorporated, a Virginia corporation.
6. Dallastown Realty I, LLC, a Delaware limited liability company.
7. Dallastown Realty II, LLC, a Delaware limited liability company.
8. Defense Systems, Incorporated, a Virginia corporation.
9. DEI Services Corporation, a Florida corporation.
10. Digital Fusion Solutions, Inc., a Florida corporation.
11. Digital Fusion, Inc., a Delaware corporation.
12. Diversified Security Solutions, Inc., a New York corporation.
13. DTI Associates, Inc., a Virginia corporation.
14. General Microwave Corporation, a New York corporation.
15. General Microwave Israel Corporation, a Delaware corporation.
16. Gichner Holdings, Inc., a Delaware corporation.
17. Gichner Systems Group, Inc., a Delaware corporation.
18. Gichner Systems International, Inc., a Delaware corporation.
19. Haverstick Consulting, Inc., an Indiana corporation.
20. Haverstick Government Solutions, Inc., an Ohio corporation.
21. Henry Bros. Electronics, Inc., a California corporation.
22. Henry Bros. Electronics, Inc., a Colorado corporation.
23. Henry Bros. Electronics, Inc., a Delaware corporation.
24. Henry Bros. Electronics, Inc., a New Jersey corporation.
25. Henry Bros. Electronics, Inc., a Virginia corporation.
26. Henry Bros. Electronics, LLC, an Arizona limited liability company.
27. Herley-RSS, Inc., a Delaware corporation.
28. Herley Industries, Inc. , a Delaware corporation.
29. Herley-CTI, Inc., a Delaware corporation.
30. HGS Holdings, Inc., an Indiana corporation.
31. Integral Systems, Inc., a Maryland corporation.
32. IRIS Acquisition Sub LLC, a Delaware limited liability company.
33. JMA Associates, Inc., a Delaware corporation.
34. Kratos Defense Engineering Solutions, Inc., a Delaware corporation.

35. Kratos Integral Systems International, Inc., a California corporation.

36. Kratos Mid-Atlantic, Inc., a Delaware corporation.

37. Kratos Public Safety & Security Solutions, Inc., a Delaware corporation.

38. Kratos Southeast, Inc., a Georgia corporation.

39. Kratos Southwest L.P., a Texas limited partnership.

40. Kratos Technology & Training Solutions, Inc., a California corporation.

41. Kratos Texas, Inc., a Texas corporation.

42. Lumistar, Inc., a Maryland corporation.

43. LVDM, Inc., a Nevada corporation.

44. Madison Research Corporation, an Alabama corporation.

45. Micro Systems, Inc., a Florida corporation.

46. MSI Acquisition Corp., a Delaware corporation.

47. National Safe of California, Inc., a California corporation.

48. Newpoint Technologies, Inc., a Nevada corporation.

49. Polexis, Inc., a California corporation.

50. Real Time Logic, Inc., a Colorado corporation.

51. Reality Based IT Services, LTD., a Maryland corporation.

52. Rocket Support Services, LLC, an Indiana limited liability company.

53. SAT Corporation, a California corporation.

54. SCT Acquisition, LLC, a Delaware limited liability company.

55. SCT Real Estate, LLC , a Delaware limited liability company.

56. Shadow I, Inc. , a California corporation.

57. Shadow II, Inc., a California corporation.

58. Stapor Research, Inc., a Virginia corporation.

59. Summit Research Corporation, an Alabama corporation.

60. WFI NMC Corp., a Delaware corporation.

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Exhibit 5.3

October 24, 2011

Sheppard, Mullin, Richter & Hampton LLP
30 Rockefeller Plaza
New York, NY 10112

Re: Opinion Reliance

Attached hereto is a copy of the legal opinion dated July 27, 2011 (the "***Opinion***") rendered by Jackson Walker L.L.P. as local Texas counsel to Kratos Texas, Inc., a Texas corporation ("***KTI***") and Kratos Southwest L.P., a Texas limited partnership ("***KSLP***"), and addressed to Jefferies & Company, Inc., KeyBanc Capital Markets Inc., and B. Riley & Co., LLC, as the Initial Purchasers under the Purchase Agreement (as defined in the Opinion). The Opinion provides that, except in limited circumstances, it may not be used, circulated, quoted, relied upon or otherwise referred to for any purpose without our prior written consent.

We understand that Sheppard, Mullin, Richter & Hampton LLP ("***SMRH***") has been asked to provide a legal opinion to Kratos Defense & Security Solutions, Inc., a Delaware corporation (the "***Company***") in connection with its preparation of a Registration Statement on Form S-4, including the prospectus constituting a part thereof, to be filed with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "***Securities Act***"), relating to the offer to exchange the Company's 10% Senior Secured Notes due 2017 which have been registered under the Securities Act, for an equal principal amount of the Company's outstanding unregistered 10% Senior Secured Notes due 2017 (the "***SMRH Opinion***"). To allow you to provide the SMRH Opinion, you have requested our consent to your reliance upon the Opinion.

Subject to the following, in rendering the SMRH Opinion and to the extent that the obligations of KTI and KSLP may be dependent upon such matters, SMRH may rely upon the opinions set forth in the Opinion (subject to the qualifications, assumptions and exceptions therein contained) to the same extent as though the Opinion had been addressed and delivered to SMRH on the date of its delivery to the addressees thereof. Our consent to such reliance is hereby granted on the express condition and understanding that:

(a) the Opinion speaks only as of the date thereof and we have not considered any changes in law or the state of facts or any other circumstances which may have occurred since the date thereof which may cause us to reach a different conclusion were we asked to render the Opinion on the date hereof or on the date of your reliance thereon;

(b) we are not aware of the facts and circumstances surrounding the SMRH Opinion or the transactions giving rise to the need for such opinion, and accordingly we make no assurances regarding the applicability of the Opinion in light of such facts, circumstances or transactions or whether, if presented with such facts, circumstances or transactions, we would be willing or able to render an opinion in the form of the Opinion or otherwise;

(c) your reliance upon the opinions contained in the Opinion must be actual and reasonable under the circumstances existing at the time of such reliance, including taking into consideration any changes in law, facts or any other circumstances known to or reasonably knowable to you at such time;

(d) you are not aware and at the time of any such reliance will not be aware (i) of any changes in law, facts or any other circumstances which would impact the opinions contained in the Opinion, (ii) that any of the assumptions contained in the Opinion were or are inaccurate or incorrect in any respect or (iii) that any of the conclusions or opinions contained in the Opinion were or are inaccurate or incorrect in any respect; and

(e) the consent herein granted (i) is given solely to enable you to rely on the Opinion in connection with your delivery of the SMRH Opinion and for no other purpose and (ii) does not include or imply our consent to reliance upon the Opinion by the addressees of the SMRH Opinion or any other party except in the circumstances expressly set forth in the Opinion.

/s/ Jackson Walker L.L.P.

Jackson Walker L.L.P.

July 27, 2011

To the Initial Purchasers (defined below)
c/o Jefferies & Company, Inc.
520 Madison Avenue
New York, New York 10022

Re: Purchase Agreement dated as of July 14, 2011 (the "***Purchase Agreement***") by and among Kratos Defense & Security Solutions, Inc., a Delaware corporation ("***Kratos***"), the Guarantors (as therein defined) party thereto (the "***Guarantors***") and the Initial Purchasers listed in Schedule 1 hereto (the "***Initial Purchasers***")

Ladies and Gentlemen:

We have acted as local Texas counsel to Kratos Texas, Inc., a Texas corporation ("***KTI***") and Kratos Southwest L.P., a Texas limited partnership ("***KSLP***"; KTI and KSLP are each sometimes referred to herein as a "***Kratos Texas Subsidiary***" and collectively as the "***Kratos Texas Subsidiaries***") in connection with the sale to the Initial Purchasers on the date hereof of $115,000,000 in aggregate principal amount of Kratos' 10% Senior Secured Notes due 2017 (collectively, the "***Notes***") pursuant to the Purchase Agreement. This opinion letter is provided to you at the request of Kratos pursuant to *Section 7(b)(vii)* of the Purchase Agreement. Capitalized terms used but not defined in this opinion letter shall have the meanings given to them in the Purchase Agreement.

1. ***Documents Reviewed.*** In our capacity as local Texas counsel to the Kratos Texas Subsidiaries, we have reviewed originals or copies, certified or otherwise identified to our satisfaction, of the following documents:

(a) The Purchase Agreement;

(b) that certain Registration Rights Agreement dated as of July 27, 2011 executed by Kratos, the Kratos Texas Subsidiaries, the other Guarantors party thereto and the Initial Purchasers;

(c) with respect to KTI, a Certificate of Fact dated July 20, 2011 issued by the Secretary of State of the State of Texas and a Certificate of Account Status dated July 20, 2011 issued by the Texas Comptroller of Public Accounts (the "***KTI State Certificates***");

(d) with respect to KSLP, a Certificate of Fact dated July 20, 2011 issued by the Secretary of State of the State of Texas and a Certificate of Account Status dated July 20, 2011 issued by the Texas Comptroller of Public Accounts (the "***KSLP State Certificates***");

(e) the Secretary's Certificate dated the date hereof executed by Deborah S. Butera, Secretary of KTI (individually and as the general partner of KSLP), together with the Exhibits thereto, to wit (i) Exhibit A—Articles of Incorporation of KTI and Certificate of Limited Partnership of KSLP, together with amendments thereto, (ii) Exhibit B—Bylaws of KTI and Limited Partnership Agreement of KSLP, (iii) Exhibit D—Joint Unanimous Written Consent of the Board of Directors/Sole Member of The Subsidiary Guarantors, and Written Consent of The General Partner of KSLP, (iv) Exhibit E—Incumbency and Specimen Signatures, and (v) Exhibit F—Certificate of Good Standing of KTI and KSLP in the State of Texas (the "***Secretary's Certificate***").

The documents listed as (a) and (b) above are hereinafter collectively referred to as the "***Debt Documents***" and the documents listed as (a) through (e) above are collectively referred to herein as the "***Documents***".

In addition to our review of the foregoing, we have conducted such other investigation of law as we have considered necessary or appropriate as the basis for the opinions hereinafter expressed.

2. ***Assumptions.*** In rendering the opinions expressed herein, we have assumed, with your permission and without independent investigation or inquiry, the following:

(a) the due authorization, execution and delivery of the Debt Documents by each of the parties thereto (other than the Kratos Texas Subsidiaries);

(b) the genuineness of all signatures;

(c) the authenticity of all documents submitted to us as originals and the conformity to authentic originals of documents submitted to us as copies (whether certified, conformed or otherwise);

(d) the legal capacity of natural persons;

(e) that (i) each of the parties to the Debt Documents (other than the Kratos Texas Subsidiaries), is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or formation and has full power and authority to execute, deliver and perform its obligations under each of the Debt Documents to which it is a party, (ii) each of the Debt Documents constitutes a valid and legally binding obligation of each of the parties thereto (other than the Kratos Texas Subsidiaries), enforceable against each of such parties in accordance with its terms, and (iii) each of the parties to the Debt Documents has fulfilled and complied with its obligations thereunder to the extent required to date;

(f) that the terms and conditions of the Debt Documents have not been amended, modified or supplemented by any other agreement or understanding of the parties, or by waiver of any of the material provisions of the Debt Documents; and

(g) each of the Kratos Texas Subsidiaries has received consideration for its obligations under the Debt Documents.

3. ***Opinions***. Based upon and subject to the foregoing, and subject to the further limitations and qualifications hereinafter set forth, we are of the opinion that:

(a) *Existence and Good Standing.* Based solely on the KTI State Certificates and as of the date thereof, KTI is validly existing and in good standing under the laws of the State of Texas. Based solely on the KSLP State Certificates and as of the date thereof, KSLP is validly existing and in good standing under the laws of the State of Texas. We note that the Kratos Texas Subsidiaries were formed prior to the enactment of the *Texas Business Organizations Code* (the "***TBOC***"), which became applicable to them on January 1, 2010, and it does not appear that either of them has amended its certificate of formation (as defined in the TBOC) to cause it to comply with the applicable requirements of the TBOC, however in rendering the foregoing opinions we have relied on *Section 402.005(a)(2)* of the TBOC which provides that, because they were formed prior to January 1, 2006, the Kratos Texas Subsidiaries are not considered to have failed to comply with the TBOC solely because their certificates of formation do not comply with the requirements of the TBOC. We further advise you that *Section 402.005(a)(3)* of the TBOC requires that each of the Kratos Texas Subsidiaries conform its certificate of formation to the requirements of the TBOC when it next files an amendment to its certificate of formation.

(b) *Power and Authority.* Each of the Kratos Texas Subsidiaries has all necessary corporate or partnership power and authority, and has duly taken all action necessary under its governing documents, to execute, deliver and perform its obligations under the Debt Documents. The execution, delivery and performance of the Debt Documents by each of the Kratos Texas Subsidiaries have been duly and validly authorized by it. Each of the Debt Documents to which each Kratos Texas Subsidiary is a party has been duly executed and delivered by such Kratos Texas Subsidiary (although we point out to you that the question of "delivery" of the Debt Documents will, by virtue of the Governing Law Selection (defined below), be governed by the laws of the

Chosen State (defined below) as to which we are not providing an opinion; the foregoing opinion with respect to "delivery" of the Debt Documents is given as if the laws of the State of Texas were applicable to such issue).

(c) *No Violation or Approvals.* The execution and delivery by each Kratos Texas Subsidiary of each Debt Document to which it is a party does not, and the performance by such Kratos Texas Subsidiary of its obligations thereunder, including the granting of the liens provided for therein, will not (i) violate the provisions of (x) in the case of KTI, its Articles of Incorporation or Bylaws or (y) in the case of KSLP, its Certificate of Limited Partnership or Limited Partnership Agreement, (ii) violate the Applicable Laws (as defined below in this opinion letter), or (iii) require any consents, approvals, or authorizations to be obtained by the Kratos Texas Subsidiaries from, or any registrations, declarations or filings to be made by the Kratos Texas Subsidiaries with, any governmental authority under the Applicable Laws, except (1) filings and recordings required in order to perfect or otherwise protect the liens and security interests created under the Debt Documents, and (2) any consents or approvals required in connection with a disposition of collateral.

(d) *Choice of Law.* A state or Federal court sitting in the State of Texas and applying Texas choice or conflict of law rules and principles, in a properly presented case, should give effect to the parties' choice of the law (other than the conflict-of-laws rules) of the State of New York (the "***Chosen State***") to govern (i) an issue relating to the transaction evidenced by the Debt Documents, including the validity or enforceability of an agreement (or a provision thereof) relating to such transaction, or (ii) the interpretation or construction of an agreement (or a provision thereof) relating to the transaction governed by the Debt Documents (the "***Governing Law Selection***").

4. ***Limitations and Qualifications***. The opinions expressed in Section 3 above are subject to the following limitations and qualifications:

(a) As the Governing Law Selection has chosen the laws of the Chosen State to govern the Debt Documents, we express no opinion with respect to the enforceability of the Debt Documents (and we understand you are relying exclusively on opinions of principal counsel to Kratos and the Guarantors with respect to the enforceability thereof under the laws of the Chosen State).

(b) The opinion in Paragraph (d) of Section 3 above relies upon *Chapter 271* of the *Texas Business and Commerce Code* ("***Chapter 271***") which provides that *if* parties to a "qualified transaction" (which includes, among other transactions, a transaction in which a party lends, advances, borrows or receives funds or credit with an aggregate value of at least $1,000,000) agree in writing that the law of a particular jurisdiction governs (i) an issue relating to the transaction, including the validity or enforceability of an agreement (or a provision thereof) relating to the transaction, or (ii) the interpretation or construction of an agreement (or a provision thereof) relating to the transaction, *then* the law, other than conflict of laws rules, of that jurisdiction governs the issue so long as, in the case of clause (i) above, the transaction bears a "reasonable relation" to that jurisdiction, regardless of whether the application of that law is contrary to a fundamental or public policy of the State of Texas or any other jurisdiction. We have, with your permission, assumed that the transaction governed by the Debt Documents constitutes a "qualified transaction" and bears a "reasonable relation" (as each such phrase is more particularly described in such Chapter 271) to the Chosen State. Additionally, the opinion in Paragraph (d) of Section 3 above is qualified and limited as follows:

(i) the parties written agreement that the laws of the Chosen State are to govern certain matters in respect of the transaction evidenced by the Debt Documents, which we have opined should be given effect under Chapter 271, does not include the conflict-of-laws rules of the Chosen State;

(ii) we express no opinion as to whether the conflict-of-laws rules of any particular jurisdiction (whether those of Texas, the Chosen State or any other jurisdiction) will or should govern a determination of the effectiveness of the Governing Law Selection;

(iii) the Governing Law Selection does not operate to determine the law that governs whether a transaction transfers or creates an interest in real property for security purposes or otherwise, the nature of an interest in real property that is transferred or created by a transaction, the method for foreclosure of a lien on real property, the nature of an interest in real property that results from foreclosure, or the manner and effect of recording or failing to record evidence of a transaction that transfers or creates an interest in real property;

(iv) the Governing Law Selection does not operate to determine the law that governs an issue that another statute of the State of Texas or a statute of the United States provides is governed by the law of a particular jurisdiction. In that regard, we point out to you that we believe that *Sections 8.110* and *9.301* through *9.306* of the *Texas Business and Commerce Code* (which provide that the laws of certain jurisdictions will necessarily govern certain issues as more particularly described in such Sections) are statutes of the type described in this subsection, and accordingly the Governing Law Selection will not be effective to cause the laws of the Chosen State to govern those issues; and

(v) the Governing Law Selection does not operate to determine the law that governs matters with respect to service of process, jurisdiction of courts of the State of Texas, venue, necessary parties, prior exhaustion of remedies, rights of subrogation and other matters that may be considered to be governed by the procedural laws and rules of the State of Texas.

(c) As to matters of fact material to the opinions expressed herein, we have, with your permission, relied on (i) the assumptions made herein, (ii) the accuracy of the representations and warranties set forth in the Debt Documents and (iii) the accuracy of each statement of fact contained in the Secretary's Certificate and each Exhibit thereto. Except as set forth herein, we have not undertaken any investigation to determine the existence or accuracy of such facts, and no inference as to our knowledge thereof may be drawn from the fact of our representations of any party or otherwise. Except as set forth herein, we have not made any independent review or investigation of any factual matter.

(d) We express no opinion herein as to the various state and federal laws regulating banks or the conduct of their business, such as lending limits, qualified loans, or the like, that may relate to the Debt Documents or the transactions contemplated thereby.

We are members of the bar of the State of Texas, and we express no opinion as to the laws of any jurisdiction other than the laws of the State of Texas, and moreover, the foregoing opinions do not address any of the following laws, and we specifically express no opinion with respect thereto: (a) securities or "blue sky" laws; (b) pension and employee benefit laws and regulations; (c) environmental, land use, and zoning laws and regulations, including without limitation compliance of any property encumbered by the Debt Documents therewith; (d) tax laws and regulations; (e) health and safety laws and regulations, including without limitation compliance of any property encumbered by the Debt Documents therewith; (f) antitrust and criminal laws, including provisions of such antitrust and criminal laws relating to forfeiture, (g) the Patriot Act, money-laundering laws or other similar Homeland Security laws; and (h) other laws which are understood as a matter of customary practice to be covered by third-party opinion letters only when they are referred to expressly (such laws of the State of Texas to which this opinion relates are referred to herein as the "***Applicable Laws***").

The opinions contained herein are limited solely to the matters stated in Section 3 hereof, and no opinion is to be inferred or may be implied beyond the matters expressly stated herein. The opinions expressed herein are as of the date first set forth above, and we do not assume or undertake any

responsibility or obligation to supplement or to update such opinions to reflect any facts or circumstances which may hereafter come to our attention or any changes in the laws which may hereafter occur.

This opinion letter has been rendered solely for the benefit of the addressees hereof in connection with the transaction covered by the Debt Documents, and may not be used, circulated, quoted, relied upon or otherwise referred to for any other purpose without our prior written consent. At your request, we hereby consent to reliance hereon by any assignee of the Notes on the condition and understanding that (i) this opinion letter speaks only as of the date hereof, (ii) we have no responsibility or obligation to update this opinion letter, to consider its applicability or correctness to other than its addressee, or to take into account changes in law, facts or any other developments of which we may later become aware, and (iii) any such reliance by a future assignee must be actual and reasonable under the circumstances existing at the time of assignment, including any changes in law, facts or any other developments known to or reasonably knowable by the assignee at such time.

/s/ Jackson Walker L.L.P.

Jackson Walker L.L.P.

JCH; MPH

SCHEDULE 1

Jefferies & Company, Inc.
KeyBanc Capital Markets Inc.
B. Riley & Co., LLC

QuickLinks

Exhibit 5.4

Dated effective as of October 24, 2011

SHEPPARD MULLIN RICHTER & HAMPTON LLP
30 Rockefeller Plaza
New York, New York 10112

Re: Request for Reliance upon Greenberg Traurig Opinion Dated Effective as of July 27, 2011, Addressed to Jefferies & Company, Inc., as Representative of the Initial Purchasers

Ladies and Gentlemen:

Reference is made to our legal opinion letter dated July 27, 2011 (the "***Opinion***"), a copy of which is attached hereto in *Exhibit A*, which is addressed to Jefferies & Company, Inc., as Representative of the Initial Purchasers, and Wilmington Trust FSB, as Trustee named in the Purchase Agreement dated as of July 14, 2011, among the Company, the guarantors party thereto and the several Initial Purchasers named therein.

This letter shall confirm that you are permitted to rely on the Opinion as to the matters expressly set forth therein, solely as of the date of the Opinion and subject to the assumptions and qualifications stated therein.

This letter does not constitute a reaffirmation of the Opinion as of the date hereof or a confirmation that there has been no change in relevant law or facts since the date thereof. We are furnishing this confirmation to you solely for your benefit related to the filing of a Registration Statement on Form S-4 on behalf of Kratos Defense & Security Solutions, Inc. in connection with a proposed exchange offer for the Notes, as defined in the Purchase Agreement, and the Opinion may not be relied upon by you for any other purpose and may not be quoted to, relied on by, nor may copies be delivered to, any other person or entity without our prior written consent.

Very truly yours,

/s/ GREENBERG TRAURIG, P.A.

GREENBERG TRAURIG, P.A.

EXHIBIT A

July 27, 2011 Opinion

[See Attached Pages]

Dated effective as of July 27, 2011

JEFFERIES & COMPANY, INC.
As Representative of the
Initial Purchasers listed in
Schedule B hereto (together, the "***Initial Purchasers***")
c/o Jefferies & Company, Inc.
520 Madison Avenue
New York, New York 10022

The other Initial Purchasers listed on Schedule B hereto

WILMINGTON TRUST FSB
CCS-Corporate Capital Markets
50 South Sixth Street, Suite 1290
Minneapolis, MN 55402-1544

Ladies and Gentlemen:

We have acted as special Florida counsel to Digital Fusion Solutions, Inc., a Florida corporation ("***DFS***"), DEI Services Corporation, a Florida corporation ("***DEI***"), Micro Systems, Inc., a Florida corporation ("***Micro***"; and collectively with DFS and DEI, the "***Companies***"), for purposes of preparing this opinion letter, which is being furnished to you pursuant to your request.

In connection with this opinion letter, we have reviewed copies of the following documents:

1. Registration Rights Agreement, dated July 27, 2011, by and among Kratos Defense & Security Solutions, Inc., a Delaware corporation (the "***Issuer***"), the Companies, the other subsidiaries of the Issuer party thereto and the Initial Purchasers (the "***Registration Rights Agreement***");

2. Purchase Agreement, dated July 14, 2011, by and among the Issuer, the Companies, the other subsidiaries of Issuer party thereto, and the Initial Purchasers (the "***Purchase Agreement***");

3. The Amended and Restated Articles of Incorporation of DFS filed March 30, 1999, as amended by Articles of Amendment filed April 22, 1999, by Articles of Merger filed March 2, 2000 and by Articles of Amendment filed November 20, 2001, all with the Florida Secretary of State's office (collectively, the "***DFS Articles of Incorporation***");

4. Written Consent of the Directors of the Companies dated as of July 12, 2011;

5. A Secretary's Certificate executed by officers of the Companies attached hereto as Schedule A, together with the respective exhibits referred to therein (which exhibits are omitted here for brevity) dated as of July 27, 2011;

6. A Certificate of Status of DFS, dated as July 20, 2011, issued by the Secretary of State of the State of Florida (the "***DFS Status Certificate***");

7. The Articles of Incorporation of DEI filed July 30, 2010, as affected by Articles of Merger filed August 9, 2010, all with the Florida Secretary of State's office (collectively, the "***DEI Articles of Incorporation***");

8. A Certificate of Status of DEI, dated as July 20, 2011, issued by the Secretary of State of the State of Florida (the "***DEI Status Certificate***");

9. The Restated Articles of Incorporation of Micro filed August 24, 1995, as amended by Articles of Amendment filed December 22, 1998, all with the Florida Secretary of State's office (collectively, the "***Micro Articles of Incorporation***");

10. A Certificate of Status of Micro, dated as July 20, 2011, issued by the Secretary of State of the State of Florida (the "***Micro Status Certificate***").

The documents listed above as items 1 through 10 are collectively referred to herein as the "***Documents***". The documents listed above as items 1 and 2 are collectively referred to herein as the "***Indenture Documents***". Capitalized terms used but not defined in this opinion letter have the respective meanings given to them in the Purchase Agreement.

In addition to the Documents, we have also examined such other documents and certificates and made such investigations as we have deemed necessary in connection with the opinions hereinafter set forth.

Based on the foregoing and subject to the assumptions, qualifications and limitations set forth below, it is our opinion that:

1. DFS has been incorporated under the Florida Business Corporation Act and its status is active.

2. DEI has been incorporated under the Florida Business Corporation Act and its status is active.

3. Micro has been incorporated under the Florida Business Corporation Act and its status is active.

4. Each of the Companies has the requisite corporate power and authority to carry out the terms and conditions applicable to it under the Indenture Documents, and the execution, delivery, and performance of the Indenture Documents by each of the Companies has been duly authorized by all requisite corporate action on the part of the respective Companies.

5. The execution and delivery by DFS of the Indenture Documents will not violate (i) the provisions of the DFS Articles of Incorporation, or (ii) the laws or statutes of the State of Florida.

6. The execution and delivery by DEI of the Indenture Documents will not violate (i) the provisions of the DEI Articles of Incorporation, or (ii) the laws or statutes of the State of Florida.

7. The execution and delivery by Micro of the Indenture Documents will not violate (i) the provisions of the Micro Articles of Incorporation, or (ii) the laws or statutes of the State of Florida.

8. No consents or approvals are required to be obtained by either DFS, DEI, or Micro (or any of them) from any governmental authority under the laws and statues of the State of Florida in connection with the Companies' execution and delivery of the Indenture Documents, except those contemplated by the Registration Rights Agreement.

9. The Indenture Documents have been duly executed and delivered by each of DFS, DEI, and Micro.

10. The Indenture Documents contain provisions whereby the parties have agreed that the laws of the State of New York will govern the Indenture Documents. Assuming that the Transactions have a "normal and reasonable relationship" to the State of New York, then, except for procedural matters, a Florida court (or a federal court applying Florida's choice-of-law rules) should enforce the parties' choice of New York law to govern the Indenture Documents based upon applicable case law (including, *inter alia*, *Continental Mortgage Investors v. Sailboat Key, Inc.*, 395 So.2d 507 (Fla. 1981); and *Morgan Walton Properties, Inc. v. International City Bank & Trust Co.*, 404 So.2d 1059 (Fla. 1981). These cases indicate that the standard which must be met under Florida law in order for the parties to choose the laws of another jurisdiction is that the transaction must have a normal and reasonable relation to such other jurisdiction. It is our opinion that a normal and reasonable relationship with the State of New York exists for purposes of Florida's conflict-of-law rules, based on the following assumptions regarding the contacts of this transaction with the State of New York: (a) the Initial Purchasers' principal offices are located in

the State of New York; (b) the Transactions evidenced by the Indenture Documents were negotiated principally in New York; (c) the Indenture Documents were executed and delivered in the State of New York and the closing of the Transactions occurred in the State of New York; and (d) the Notes are payable in the State of New York.

The opinions set forth in this letter are subject to the following assumptions, qualifications and limitations:

1. In addition to the other assumptions set forth below, we have relied, without investigation, on each of the assumptions implicitly included in all opinions of Florida counsel that are set forth in the Report on Standards for Third-Party Legal Opinions of Florida Counsel, dated January 21, 2010 (the "***Report***") in "Common Elements of Opinions—Assumptions".

2. Our opinion 1 herein is based solely on the DFS Status Certificate.

3. Our opinion 2 herein is based solely on the DEI Status Certificate.

4. Our opinion 3 herein is based solely on the Micro Status Certificate

5. We note that this letter is limited in scope and expresses no opinion regarding the validity or binding effect of the Indenture Documents or the remedies available for the enforcement thereof, and accordingly this opinion letter omits other assumptions, limitations, qualifications and exclusions that might otherwise be required in connection with such additional opinions.

6. We did not physically attend the closing or witness the execution or delivery of any Indenture Documents, and have only reviewed copies of the executed Indenture Documents provided to us by others present at the closing of the transaction.

7. We have assumed the authenticity of all documents submitted to us as originals, the genuineness of all signatures not witnessed by us and the conformity to authentic original documents of all documents submitted to us as copies. We have also assumed that the Indenture Documents reviewed by us contain the entire agreement of the parties with respect to the Indenture Documents and the agreements and transactions contemplated thereby and that there are no other oral or written agreements between the parties that would modify the Indenture Documents. We have also assumed that the execution and delivery of each and all of the Documents are free from any form of fraud, misrepresentation, mistake of fact, duress or criminal activity.

8. Except for the Companies, we have assumed that each other party to the Indenture Documents has the requisite power and authority to enter into and perform its respective obligations under the Indenture Documents and has duly authorized and executed and delivered the Indenture Documents, and that the Indenture Documents are valid, binding and enforceable against such other parties.

9. As to questions of fact material to our opinions, we have relied upon and assumed the correctness of certificates by public officials and by representatives of the Companies and the factual representations and warranties set forth in the Documents. We have made no examination or investigation to verify the accuracy or completeness of any financial, accounting, statistical or other factual information set forth in the Documents or otherwise furnished to any party or with respect to any other tax, accounting or financial matters and accordingly, we express no opinion with respect thereto.

10. While certain members of this firm are admitted to practice in other jurisdictions, for purposes of this opinion letter we have not examined any laws other than the laws of the State of Florida, nor have we consulted with members of this firm who are admitted in other jurisdictions with respect to the laws of such jurisdictions; accordingly, the foregoing opinions apply only with

respect to said laws examined by us and we express no opinion with respect to the laws of any other jurisdiction.

11. This opinion letter is rendered as of the effective date set forth above, and we express no opinion regarding, nor do we undertake to advise you of, any change in laws, facts, circumstances or events which may occur after that date.

12. This opinion letter is limited to the matters expressly set forth herein, and no opinion (including, as more fully set forth in the Report, no "remedies opinion") is to be implied or may be inferred beyond the matters expressly so stated. In particular, we have rendered no opinion herein with respect to: (a) any state tax laws or regulations (other than as expressly provided herein); (b) any ordinance or regulation of any county, municipality, township or other political subdivision of the State of Florida; (c) any pension and employee benefit laws and regulations; (d) any state or federal antitrust and unfair competition laws and regulations, including the Hart-Scott-Rodino Antitrust Improvements Act of 1976; (e) any state laws or regulations concerning filing or notice requirements; (f) compliance with fiduciary duty requirements; (g) any state environmental laws or regulations; (h) any state securities laws or regulations; (i) any state telecommunication laws or regulations; (j) any state racketeering laws or regulations (e.g., RICO); (k) any state health and safety laws or regulations; (l) any state labor laws or regulations; (m) any state laws, regulations and policies concerning national emergency, anti-terrorism, possible judicial deference to acts of sovereign states and criminal and civil forfeiture laws; (n) any other state statutes of general application to the extent they provide for criminal prosecution (e.g., mail fraud and wire fraud statutes); (o) any federal bankruptcy laws, or (p) usury laws.

This opinion letter is rendered solely for the benefit of the addressees of this letter (together with their respective permitted successors, assigns, and transferees) and may not be relied upon by any other person without our prior written consent. This opinion letter is not to be quoted or otherwise referred to in any financial statements or any other document, nor filed with or furnished to any governmental agency or other person, without our prior written consent.

Very truly yours,

/s/ GREENBERG TRAURIG, P.A.
GREENBERG TRAURIG, P.A.

Schedule A

Secretary's Certificate

Schedule B

Initial Purchasers

Jefferies & Company, Inc.

KeyBanc Capital Markets Inc.

B. Riley & Co., LLC

QuickLinks

Exhibit 5.5

Dated effective as of October 24, 2011

SHEPPARD MULLIN RICHTER & HAMPTON LLP
30 Rockefeller Plaza
New York, New York 10112

RE: Request for Reliance upon Greenberg Traurig Opinion, dated effective as of July 27, 2011, addressed to Jefferies & Company, Inc., as Representative of the Initial Purchasers

Ladies and Gentlemen:

Reference is made to our legal opinion letter dated July 27, 2011 ("the Opinion"), a copy of which is attached hereto in *Exhibit A*, which is addressed to Jefferies & Company, Inc., as Representative of the Initial Purchasers, and Wilmington Trust FSB, as Trustee named in the Purchase Agreement dated as of July 14, 2011, among the Company, the guarantors party thereto and the several Initial Purchasers named therein.

This letter shall confirm that you are permitted to rely on the Opinion as to the matters expressly set forth therein, solely as of the date of the Opinion and subject to the assumptions and qualifications stated therein.

This letter does not constitute a reaffirmation of the Opinion as of the date hereof or a confirmation that there has been no change in relevant law or facts since the date thereof. We are furnishing this confirmation to you solely for your benefit related to the filing of a Registration Statement on Form S-4 on behalf of Kratos Defense & Security Solutions, Inc. in connection with a proposed exchange offer for the Notes, as defined in the Purchase Agreement, and the Opinion may not be relied upon by you for any other purpose and may not be quoted to, relied on by, nor may copies be delivered to, any other person or entity without our prior written consent.

Very truly yours,

/s/ GREENBERG TRAURIG, LLP

GREENBERG TRAURIG, LLP

EXHIBIT A

July 27, 2011 Opinion

[See Attached Pages]

Dated effective as of July 27, 2011

JEFFERIES & COMPANY, INC.
As Representative of the
Initial Purchasers listed in
Schedule A hereto (together, the "***Initial Purchasers***")
c/o Jefferies & Company, Inc.
520 Madison Avenue
New York, New York 10022

The other Initial Purchasers listed on Schedule A hereto

WILMINGTON TRUST FSB
CCS-Corporate Capital Markets
50 South Sixth Street, Suite 1290
Minneapolis, MN 55402-1544

Ladies and Gentlemen:

We have acted as special Arizona counsel to Henry Bros. Electronics, L.L.C, an Arizona limited liability company ("***Henry Bros.***"), for purposes of preparing this opinion letter, which is being furnished to you pursuant to your request.

In connection with this opinion letter, we have reviewed copies of the following documents:

1. Registration Rights Agreement, dated July 27, 2011, by and among Kratos Defense & Security Solutions, Inc., a Delaware corporation (the "***Issuer***"), Henry Bros., the other subsidiaries of the Issuer party thereto and the Initial Purchasers (the "***Registration Rights Agreement***");

2. Purchase Agreement, dated July 14, 2011, by and among the Issuer, Henry Bros., the other subsidiaries of Issuer party thereto, and the Initial Purchasers (the "***Purchase Agreement***").

3. The Articles of Organization of Henry Bros., dated April 13, 1999, executed by Robert Garrison, a member of Henry Bros., and filed with the Arizona Corporation Commission (the "***ACC***") on April 14, 1999, at File No. L0872237-0, as amended by (i) the Articles of Amendment, dated May 30, 2001, executed by Patrick Warner, as a member of Henry Bros., and Robert Garrison, as a former member of Henry Bros., and filed with the ACC on June 4, 2001, at File No. L0872237-0, and (ii) the Articles of Amendment, filed with the ACC on November 6, 2002, at File No. L-0872237-0, each as certified by the ACC on April 25, 2011 (collectively, the "***Articles of Organization***").

4. Unanimous Written Consent of the Sole Member of Henry Bros., dated as of July 12, 2011, executed by Henry Bros. Electronics, Inc., as the sole member of Henry Bros.

5. A Secretary's Certificate executed by officers of Henry Bros. attached hereto as ***Exhibit A***, together with the respective exhibits referred to therein (which exhibits are omitted here for brevity) dated as of July 27, 2011.

6. A Certificate of Good Standing of Henry Bros., dated July 20, 2011, issued by the ACC (the "***Good Standing Certificate***").

The documents listed above as items 1 through 6 are collectively referred to herein as the "***Documents***". The documents listed above as items 1 and 2 are collectively referred to herein as the "***Indenture Documents***". Capitalized terms used but not defined in this opinion letter have the respective meanings given to them in the Purchase Agreement.

In addition to the Documents, we have also examined such other documents and certificates and made such investigations as we have deemed necessary in connection with the opinions hereinafter set forth.

Based on the foregoing and subject to the assumptions, qualifications and limitations set forth below, it is our opinion that:

1. Henry Bros. is a limited liability company validly existing under the Arizona Limited Liability Company Act.

2. Henry Bros. has the requisite limited liability company power and limited liability company authority to carry out the terms and conditions applicable to it under the Indenture Documents. The execution, delivery and performance of the Indenture Documents by Henry Bros. have been duly authorized by all requisite limited liability company action on the part of Henry Bros.

3. The execution and delivery by Henry Bros. of the Indenture Documents and the consummation by Henry Bros. of the transaction contemplated by the Indenture Documents will not violate (i) the provisions of the Articles of Organization or (ii) any applicable Arizona law, rule or regulation affecting Henry Bros.

4. No consent, approval, authorization, or other action by, or filing with, any Arizona state or local governmental authority is required in connection with the execution and delivery by Henry Bros. of the Indenture Documents and the consummation by Henry Bros. of the transaction contemplated by the Indenture Documents, except those contemplated by the Registration Rights Agreement.

5. The Indenture Documents have been duly executed and delivered by Henry Bros.

6. You have requested that we advise you whether an Arizona court would give effect to the choice of law provision in the Indenture Documents in favor of the law of the State of New York. The Supreme Court of Arizona has consistently ruled that where it is not bound by a previous decision or by legislative enactment, it will follow the rules in the Restatements of the Law, including, without limitation, the Restatements of Conflict of Laws. *Smith v. Normart*, 51 Ariz. 134, 75 P.2d 38 (1938); *Western Coal & Min. Co. v. Hilvert*, 63 Ariz. 171, 160 P.2d 331 (1945); *Burr v. Renewal Guaranty Corp.*, 105 Ariz. 549, 468 P.2d 576 (1970); and *Taylor v. Security National Bank*, 20 Ariz. App. 504, 514 P.2d 257 (1973); *In re Levine*, 145 Ariz. 185, 700 P.2d 883 (Ariz. App. 1985); *Cardon v. Cotton Lane Holdings*, 173 Ariz. 203, 841 P.2d 198 (1992). Section 187 of the Restatement (Second) Conflict of Laws provides that the parties to a contract may stipulate their choice of law to govern the contract and that the laws of the state chosen will be applied unless (i) the particular issue is one that the parties could not have resolved by an explicit provision in their agreement directed to that issue and (ii) either:

(a) The chosen state has no substantial relationship to the parties or the transaction and there is no other reasonable basis for the parties' choice; or

(b) Application of the law of the chosen state would be contrary to a fundamental policy of a state that 'has a materially greater interest than the chosen state in the determination of the particular issue and that, under the rule of Section 188 of the Restatement (Second) Conflict of Laws, would be the state of applicable law in the absence of an effective choice of law by the parties.

Based on the facts concerning the negotiation of the Indenture Documents, we believe that an Arizona court should give effect to the choice of law provisions in the Documents in favor of the law of the State of New York.

The opinions set forth in this letter are subject to the following assumptions, qualifications and limitations:

1. This opinion incorporates by reference, and is to be interpreted in accordance with, the First Amended and Restated Report of the State Bar of Arizona Business Law Section Committee on Rendering Legal Opinions in Business Transactions, dated October 20, 2004.

2. Our opinion 1 herein is based solely on the Good Standing Certificate.

3. We note that this letter is limited in scope and expresses no opinion regarding the validity or binding effect of the Indenture Documents or the remedies available for the enforcement thereof, and accordingly this opinion letter omits other assumptions, limitations, qualifications and exclusions that might otherwise be required in connection with such additional opinions.

4. We did not physically attend the closing or witness the execution or delivery of any Indenture Documents, and have only reviewed copies of the executed Indenture Documents provided to us by others present at the closing of the transaction.

5. We have assumed the authenticity of all documents submitted to us as originals, the genuineness of all signatures not witnessed by us and the conformity to authentic original documents of all documents submitted to us as copies. We have also assumed that the Indenture Documents reviewed by us contain the entire agreement of the parties with respect to the Indenture Documents and the agreements and transactions contemplated thereby and that there are no other oral or written agreements between the parties that would modify the Indenture Documents. We have also assumed that the execution and delivery of each and all of the Documents are free from any form of fraud, misrepresentation, mistake of fact, duress or criminal activity.

6. Except for Henry Bros., we have assumed that each other party to the Indenture Documents has the requisite power and authority to enter into and perform its respective obligations under the Indenture Documents and has duly authorized and executed and delivered the Indenture Documents, and that the Indenture Documents are valid, binding and enforceable against such other parties.

7. As to questions of fact material to our opinions, we have relied upon and assumed the correctness of certificates by public officials and by representatives of Henry Bros. and the factual representations and warranties set forth in the Documents. We have made no examination or investigation to verify the accuracy or completeness of any financial, accounting, statistical or other factual information set forth in the Documents or otherwise furnished to any party or with respect to any other tax, accounting or financial matters and accordingly, we express no opinion with respect thereto.

8. While certain members of this firm are admitted to practice in other jurisdictions, for purposes of this opinion letter we have not examined any laws other than the laws of the State of Arizona, nor have we consulted with members of this firm who are admitted in other jurisdictions with respect to the laws of such jurisdictions; accordingly, the foregoing opinions apply only with respect to said laws examined by us and we express no opinion with respect to the laws of any other jurisdiction.

9. This opinion letter is rendered as of the effective date set forth above, and we express no opinion regarding, nor do we undertake to advise you of, any change in laws, facts, circumstances or events which may occur after that date.

10. This opinion letter is limited to the matters expressly set forth herein, and no opinion is to be implied or may be inferred beyond the matters expressly so stated. In particular, we have rendered no opinion herein with respect to: (a) any state tax laws or regulations (other than as

expressly provided herein); (b) any ordinance or regulation of any county, municipality, township or other political subdivision of the State of Arizona; (c) any pension and employee benefit laws and regulations; (d) any state or federal antitrust and unfair competition laws and regulations, including the Hart-Scott-Rodino Antitrust Improvements Act of 1976; (e) any state laws or regulations concerning filing or notice requirements; (f) compliance with fiduciary duty requirements; (g) any state environmental laws or regulations; (h) any state securities laws or regulations; (i) any state telecommunication laws or regulations; (j) any state racketeering laws or regulations (e.g., RICO); (k) any state health and safety laws or regulations; (l) any state labor laws or regulations; (m) any state laws, regulations and policies concerning national emergency, anti-terrorism, possible judicial deference to acts of sovereign states and criminal and civil forfeiture laws; (n) any other state statutes of general application to the extent they provide for criminal prosecution (e.g., mail fraud and wire fraud statutes); (o) any federal bankruptcy laws, or (p) usury laws.

11. The Articles of Amendment, filed with the ACC on November 6, 2002, at File No. L-0872237-0 (the "***2002 Articles of Amendment***"), appear incomplete. Certain pages of the 2002 Articles of Amendment may not have been filed or may have been misplaced by the ACC. Our opinions are limited by the impact, if any, of additional pages to the 2002 Articles of Amendment that we have not reviewed.

12. Our opinion 6 herein assumes that (i) the principal places of business of the Initial Purchasers are located the State of New York, (ii) all payments made to the Initial Purchasers will be made to their principal places of business, and (iii) the negotiations and execution of the Indenture Documents took place in the State of New York.

This opinion letter is rendered solely for the benefit of the addressees of this letter (together with their respective permitted successors, assigns, and transferees) and may not be relied upon by any other person without our prior written consent. This opinion letter is not to be quoted or otherwise referred to in any financial statements or any other document, nor filed with or furnished to any governmental agency or other person, without our prior written consent.

Very truly yours,

/s/ GREENBERG TRAURIG, LLP
GREENBERG TRAURIG, LLP

Schedule A

Initial Purchasers

Jefferies & Company, Inc.

KeyBanc Capital Markets Inc.

B. Riley & Co., LLC

Exhibit A

Secretary's Certificate

QuickLinks

Exhibit 5.5

Exhibit 5.6

October 24, 2011

Sheppard Mullin Richter & Hampton LLP
30 Rockefeller Plaza
New York, NY 10112-0015

Ladies and Gentleman:

Attached hereto is a copy of the opinion of this firm dated July 27, 2011 (the "Opinion") and addressed to Jefferies & Company, Inc., as the Initial Purchaser, and Wilmington Trust FSB, as Trustee named in the Purchase Agreement dated as of July 14, 2011, among the Company, the guarantors party thereto and the several Initial Purchasers named therein. As counsel to Kratos Defense & Security Solutions, Inc., you may rely on the opinions set forth in the Opinion to the same extent as if the Opinion had been addressed and delivered to you on the date of its issuance.

You are permitted to rely on the Opinion as to the matters expressly set forth therein, solely as of the date of the Opinion and subject to the assumptions and qualifications stated therein. This letter and the Opinion may not be relied upon by you for any other purpose, or relied on by, or furnished to, any other person, firm or corporation, without our prior written consent except as set forth in the Opinion. This letter does not constitute a reaffirmation of the Opinion as of the date hereof or a confirmation that there has been no change in relevant law or facts since the date thereof.

We hereby consent to the filing of this letter and the attached opinion as Exhibit 5 to the Registration Statement on Form S-4 filed on or about October 24, 2011 by Kratos Defense & Security Solutions, Inc. and the other registrants listed therein.

/s/ DINSMORE & SHOHL LLP
DINSMORE & SHOHL LLP

A. Scott Fruechtemeyer
513-977-8589
scott.fruechtemeyer@dinslaw.com

July 27, 2011

Jefferies & Company, Inc.
KeyBanc Capital Markets Inc.
B. Riley & Co., LLC
c/o Jefferies & Company, Inc.
520 Madison Avenue
New York, NY 10022
Attention: General Counsel

Re: Kratos Defense & Security Solutions, Inc., Purchase Agreement dated as of July 14, 2011— Opinion Letter of Ohio Counsel

Ladies and Gentlemen:

We have acted as Ohio special counsel to Kratos Defense & Security Solutions, Inc., a Delaware corporation (the "***Company***") and Haverstick Government Solutions, Inc., an Ohio corporation (from time to time referred to below as the "***Ohio Guarantor***"), in connection with the issuance and sale to Jefferies & Company, Inc. ("***Jefferies***"), KeyBanc Capital Markets Inc. ("***KeyBanc***") and B. Riley & Co., LLC ("***B. Riley***" and, together with Jefferies and KeyBanc, the "***Initial Purchasers***") of $115,000,000.00 aggregate principal amount of the Company's 10% Senior Secured Notes due 2017 (each a "***Note***" and, collectively, the "***Notes***") pursuant to the Purchase Agreement dated as of July 14, 2011 (the "***Purchase Agreement***") among the Company, the Ohio Guarantor, the other guarantors party thereto (together with the Ohio Guarantor, the "***Guarantors***") and the Initial Purchasers. The Notes will be issued pursuant to an indenture (the "***Indenture***") dated as of May 19, 2010, by and among the Company, the Guarantors party thereto and Wilmington Trust FSB, as trustee (in such capacity, the "***Trustee***") and collateral agent.

This letter is furnished at our client's request pursuant to Section 7(b)(vii) of the Purchase Agreement. Capitalized terms defined in the Purchase Agreement, used but not otherwise defined herein, have the meanings given to them in the Purchase Agreement.

As such counsel, we have examined such matters of fact and questions of law as we have considered appropriate for purposes of rendering the opinions expressed below. We have examined, among other things, the following:

(a) the Purchase Agreement; and

(b) the Registration Rights Agreement among the Company, the Guarantors and the Initial Purchasers, dated July 27, 2011 (the "***Registration Rights Agreement***").

The documents described in clauses (a) and (b) above are referred to herein collectively as the "***Transaction Documents***."

In our examination, we have assumed the genuineness of all signatures, the legal capacity of all natural persons executing documents, the authenticity of all documents submitted to us as originals, and the conformity to authentic original documents of all documents submitted to us as copies. In addition, we have assumed that the parties to the Transaction Documents have not entered into any agreements of which we are unaware which modify the terms of the Transaction Documents and have not otherwise expressly or by implication waived, or agreed to any modification of, the Transaction Documents. To the extent that obligations of the Ohio Guarantor may be dependent upon such matters, we have assumed (i) that the Company and the Guarantors (other than the Ohio Guarantor) and the Initial Purchasers are each duly formed, validly existing and in good standing in all relevant jurisdictions, and we understand that you are relying on opinions of local counsel with respect to these matters as to the Company and such other Guarantors, (ii) that each of the Company and the Guarantors (other than

the Ohio Guarantor) and each of the Initial Purchasers has the requisite power and authority to enter into and perform all of its obligations under each of the Transaction Documents to which it is a party, and we understand that you are relying on opinions of local counsel with respect to these matters as to the Company and such other Guarantors, (iii) that the Transaction Documents to which each of the Company and the Guarantors (other than the Ohio Guarantor) is a party has been duly authorized by all appropriate corporate or partnership action by the Company and each such other Guarantors, and we understand that you are relying on an opinion of local counsel with respect to these matters as to the Company and such other Guarantors, (iv) that the Transaction Documents to which each of the Company and the Guarantors (other than the Ohio Guarantor) is a party has been duly executed and delivered by the Company and the Guarantors, and we understand that you are relying on opinions of other legal counsel with respect to these matters as to the Company and such other Guarantors, and (v) that the Transaction Documents to which each of the Initial Purchasers is a party constitute the legal, valid and binding obligations of each of the Initial Purchasers, enforceable against the Initial Purchasers in accordance with their terms.

As to various matters of fact relevant to this opinion, we have been furnished with, and have relied exclusively upon, (i) certificates of and letters from public officials, (ii) the representations and warranties of the Ohio Guarantor in the Transaction Documents and (iii) certifications of certain officers of the Ohio Guarantor. We assume the accuracy and completeness of the representations and warranties and certifications (as to factual matters) and we have not independently verified such factual matters.

We are opining herein as to the effect on the subject transactions only of the internal laws of the State of Ohio, and with respect to our opinions set forth in paragraphs 1, 2 and 3 of this letter, the General Corporation Law of the State of Ohio as now in effect (the ***"OGCL"***). Our opinions herein are based upon our consideration of only those statutes, rules and regulations which, in our experience, are normally applicable to issuers and guarantors in secured notes transactions. We note that the Transaction Documents are to be governed by the laws of the State of New York. Notwithstanding anything to the contrary herein, we express no opinion with respect to (i) the laws of the State of New York or any jurisdiction other than the laws of the State of Ohio or (ii) any matters of municipal law or the laws of any local agencies within any state.

We have assumed for the purposes of our opinion in paragraph 6 below, that (i) the transactions contemplated by the Transaction Documents have a substantial relationship with the State of New York, (ii) the application of New York law would not be contrary to a fundamental policy of a state which has a materially greater interest than New York in the determination of the particular issue and which would be the state of the applicable law in the absence of an effective choice of law by the parties, (iii) none of the statutes specified in Section 1301.05(B) of the Ohio UCC applies, (iv) the Transaction Documents were substantially negotiated, executed and delivered in a state other than Ohio and principally in New York, and (v) the parties to the Transaction Documents acted in good faith in selecting New York laws as the governing law and not with a view to evade the real situs of the transactions contemplated by the Transaction Documents.

Based upon and subject to the foregoing and the qualifications and limitations as set forth below, and in reliance thereon, it is our opinion that, as of the date hereof:

1. The Ohio Guarantor is validly existing and in good standing as a corporation under the laws of the State of Ohio.

2. The Ohio Guarantor has all necessary corporate power and authority to execute, deliver and perform its obligations under the Transaction Documents and to consummate the transactions contemplated thereby.

3. The execution and delivery and performance of the Transaction Documents to which it is a party and the consummation of the transactions by the Ohio Guarantor have been duly and validly authorized by all necessary corporate action of the Ohio Guarantor.

4. Each Transaction Document has been duly and validly executed and delivered by the Ohio Guarantor.

5. The execution and delivery by the Ohio Guarantor of the Transaction Documents to which it is a party, and the performance by it of its obligations thereunder, will not: (a) conflict with the provisions of the Articles of Incorporation or Regulations of the Ohio Guarantor; (b) violate the laws of the State of Ohio; (c) violate any order, writ, judgment, injunction, decree, determination or award known to us to be binding upon or affecting the Ohio Guarantor; and (d) require any consents, approvals, or authorizations to be obtained by the Ohio Guarantor from, or any registrations, declarations or filings to be made by the Ohio Guarantor with any Governmental Authority, under Ohio law, except those contemplated by the Registration Rights Agreement.

6. The choice of New York law to govern the construction and interpretation of the Transaction Documents should be a valid and effective choice of law under the laws of the State of Ohio and adherence to existing judicial precedents under Ohio law should require courts sitting in Ohio to abide by such choice of law; provided, however, that Ohio and federal courts sitting in Ohio will generally follow the procedural laws (including applicable statutes of limitations) of Ohio even when applying the substantive laws of another jurisdiction pursuant to a choice of law application.

In rendering the opinion set forth in paragraph 1 above as to the existence and good standing of the Ohio Guarantor, we have relied exclusively on a certificate of the Secretary of State of the State of Ohio dated July 20, 2011.

Whenever our opinion with respect to the existence or absence of facts is indicated to be based on our knowledge or awareness, we are referring solely to the actual knowledge of the particular Dinsmore & Shohl LLP attorneys who have represented the Company and the Ohio Guarantor with respect to the Transaction Documents and the transactions contemplated thereby. Except as expressly set forth herein, we have not undertaken any independent investigation to determine the existence or absence of such facts and no inference as to our knowledge concerning such facts should be drawn from the fact that such representation has been relied upon by us in connection with the preparation and delivery of this opinion. We have not searched any dockets to determine if there is any litigation pending or threatened relating to the Ohio Guarantor.

In addition to the foregoing, the opinions expressed above are subject to the following limitations, exceptions, qualifications and assumptions and we express no opinion as to the validity, binding effect or enforceability of (i) provisions relating to consent to jurisdiction, choice of forum or choice of law, provisions that exclude conflict of laws principles, or provisions that establish particular courts as the forum for the adjudication of any controversy relating to the Transaction Documents; (ii) provisions that contain a waiver of the benefits of statutory, regulatory or constitutional rights, unless and to the extent the statute, regulation or constitution explicitly allows waiver; or (iii) provisions that designate venue, waive rights to trial by jury, service of process or objections to venue or jurisdiction in connection with any litigation or other proceedings arising out of or pertaining to the Transaction Documents.

Our opinion is expressly limited to the matters set forth above and we render no opinion, whether by implication or otherwise, as to any other matters relating to the Ohio Guarantor, the Company or any other parties to the Transaction Documents. We assume no obligation to inform you of any facts, circumstances, events or changes in the law that may hereafter be brought to our attention that may alter, affect or modify the opinions expressed herein. This opinion letter is an expression of our professional judgment on the legal issues expressly addressed herein. By rendering our opinion, we neither become an insurer or guarantor of such expression of our professional judgment nor guarantee the outcome of any legal dispute that may arise out of the transactions contemplated by the Transaction Documents.

This opinion is rendered as of the date first written above solely for your benefit in connection with the Purchase Agreement and may not be quoted to, relied on by, nor may copies be delivered to, any other person without our prior written consent. At your request, we hereby consent to reliance hereon by any permitted successor and future Holder of a Note, on the condition and understanding that: (i) this letter speaks only as of the date hereof; (ii) we have no responsibility or obligation to update this letter, to consider its applicability or correctness to other than its addressees, or to take into account changes in law, facts or any other developments of which we may later become aware; and (iii) any such reliance by a future Holder must be actual and reasonable under the circumstances existing at the time of assignment, including any changes in law, facts or any other developments known to or reasonably knowable by the Holder at such time.

Very truly yours,

DINSMORE & SHOHL LLP

/s/ DINSMORE & SHOHL LLP

A. Scott Fruechtemeyer, Partner

QuickLinks

Exhibit 5.6

QuickLinks -- Click here to rapidly navigate through this document

Exhibit 5.7

October 24, 2011

Sheppard Mullin Richter & Hampton LLP
30 Rockefeller Plaza
New York, NY 10112

Ladies and Gentlemen:

We attach a copy of our opinion letter dated July 27, 2011 (the "Opinion Letter"), addressed to Jefferies & Company, Inc., KeyBanc Capital Markets, Inc. and B. Riley & Co., LLC. You may rely upon the opinions set forth in the Opinion Letter to the same extent as if the Opinion Letter had been addressed and delivered to you on the date thereof, subject to the assumptions, qualifications, limitations and exceptions set forth therein.

We call to your attention that the Opinion Letter addresses only certain transactions as described therein, that the Opinion Letter is effective as of its date and that we have not updated or supplemented the Opinion Letter to reflect any changes in law or fact that may have arisen after the date thereof.

This letter is delivered to you at your request for reliance thereon for the delivery of an opinion letter by you in connection certain transactions to be undertaken by Kratos Defense and Security Solutions, Inc. This letter and the Opinion Letter may not be relied upon by you for any other purpose, or relied on by, or furnished to, any other person, firm or corporation, without our prior written consent except as set forth in the Opinion Letter.

Very truly yours,

/s/ Bradley Arant Boult Cummings LLP

July 27, 2011

Jefferies & Company, Inc.
KeyBanc Capital Markets Inc.
B. Riley & Co., LLC
c/o Jefferies & Company, Inc.
520 Madison Avenue
New York, New York 10022

Re: Kratos Defense & Security Solutions, Inc.
Purchase Agreement dated July 14, 2011

Ladies and Gentlemen:

We have acted as special counsel in the State of Alabama (the "State") to Summit Research Corporation, an Alabama corporation ("Summit"), and Madison Research Corporation, an Alabama corporation ("Madison") and in connection with the transactions provided for by the Purchase Agreement dated July 14, 2011 (the "Purchase Agreement"), among Kratos Defense & Security Solutions, Inc. ("Kratos"), each Guarantor that is a party thereto, Jefferies & Company, Inc., KeyBanc Capital Markets Inc. and B. Riley & Co., LLC.

This opinion is being delivered to you pursuant to Section 7(b)(vii) of the Purchase Agreement. Capitalized terms used but not defined herein have the meanings ascribed thereto in the Purchase Agreement.

As such counsel, we have examined copies of the following executed documents:

(a) the Purchase Agreement, and

(b) the Registration Rights Agreement dated as of July 27, 2011, among Kratos, each Guarantor that is a party thereto and the Initial Purchasers.

The documents listed in (a) and (b) above are herein together called the "Transaction Documents". Summit and Madison are herein together referred to as the "Alabama Entities".

We have also examined and relied upon: (i) a Secretary's Certificate dated as of July 27, 2011; (ii) a Joint Unanimous Written Consent of the Board of Directors/Sole Member of the Subsidiary Guarantors dated as of July 27, 2011; (iii) an Action by Written Consent of the Sole Shareholder of Summit dated as of July 27, 2011; (iv) an Action by Written Consent of the Sole Shareholder of Madison dated as of July 27, 2011; (v) a certificate of existence for Summit issued by the Alabama Secretary of State dated July 20, 2011 (the "Summit Certificate of Existence"); (vi) a good standing certificate for Summit issued by the Alabama Department of Revenue dated July 20, 2011 (the "Summit Certificate of Good Standing"); (vii) a certificate of existence for Madison issued by the Alabama Secretary of State dated July 20, 2011 (the "Madison Certificate of Existence"); (viii) a good standing certificate for Madison issued by the Alabama Department of Revenue dated July 20, 2011 (the "Madison Certificate of Good Standing").

We have also examined and relied upon the originals, or copies certified or otherwise identified to our satisfaction, of such other records, documents, certificates and other instruments as in our judgment are necessary or appropriate to enable us to render the opinions expressed below. As to certain factual matters with respect to our opinion, we have examined and relied upon (a) the accuracy of, certificates from officers or other representatives of the Alabama Entities or their subsidiaries or affiliates, (b) the representations and warranties of the parties in the Transaction Documents, and (c) certificates or written or oral statements of public officials.

We have also examined such other documents and information as we have deemed relevant and necessary as a basis for the opinions hereinafter expressed.

ASSUMPTIONS

In rendering the opinions hereinafter expressed, we have with your consent made the following additional assumptions without independent investigation:

1. All information furnished to us is accurate and complete, and the representations and warranties (as to factual matters as opposed to conclusions of law) of the parties contained in Transaction Documents and the other documents examined by us are truthful and accurate. All original signatures are genuine; the documents submitted to us as originals are authentic; and the documents submitted to us as copies conform to the original documents. All natural persons signing the Transaction Documents and the other documents reviewed by us have legal capacity, and as to certificates, facsimile and oral statements or confirmations given by public officials, the same have been properly given and are accurate when given and to have remained accurate through the date hereof.

2. All parties to the Transaction Documents other than the Alabama Entities are validly existing, and all parties to the Transaction Documents other than the Alabama Entities have the power and authority (corporate and otherwise) to execute, deliver and perform their obligations under the Transaction Documents.

3. The Transaction Documents have been duly authorized, executed and delivered by all parties thereto other than the Alabama Entities. The Transaction Documents constitute the legal, valid and binding obligations of all the parties thereto.

4. The terms and conditions of the Transaction Documents have not been amended, modified or supplemented by any other agreement, action or understanding of the parties and there has been no waiver of any of the material provisions of any of the Transaction Documents.

5. Each party to and beneficiary of the Transaction Documents has and will comply with all terms and conditions of the Transaction Documents, and the conduct of the parties to and beneficiaries of the Transaction Documents has complied and will comply with requirements of good faith, fair dealing and conscionability.

6. There has not been any mutual mistake of fact or misunderstanding, fraud, duress or undue influence on the part of any party to or beneficiary of the Transaction Documents or any other documents executed in connection therewith with respect to the transactions contemplated thereby.

7. All transactions and conditions contemplated by the Transaction Documents to have occurred at or prior to the date hereof have occurred or have been waived by the appropriate parties.

The opinions hereinafter expressed and the statements hereinafter made are based solely upon our examination of the aforesaid documents, the various representations, warranties and certificates described herein, the several assumptions hereinabove recited, the limitations, qualifications, comments and exceptions set forth below and such matters of law as we have deemed relevant and necessary to enable us to render the opinions hereinafter expressed.

OPINIONS

Based solely upon and subject to the foregoing, we are of the following opinion:

1. Summit is a corporation validly existing under the laws of the State and is in good standing under the laws of the State. In giving this opinion we have relied solely on the Summit Certificate of Existence and the Summit Certificate of Good Standing, and we have not made any independent investigation with respect thereto. Summit has the corporate power and authority to

enter into the Transaction Documents and to perform its obligations under the Transaction Documents.

2. Madison is a corporation validly existing under the laws of the State and is in good standing under the laws of the State. In giving this opinion we have relied solely on the Madison Certificate of Existence and the Madison Certificate of Good Standing, and we have not made any independent investigation with respect thereto. Madison has the corporate power and authority to enter into the Transaction Documents and to perform its obligations under the Transaction Documents.

3. The execution, delivery and performance of the Transaction Documents by Summit have been duly authorized by all necessary corporate action by Summit, and the Transaction Documents have been duly executed and delivered by Summit.

4. The execution, delivery and performance of the Transaction Documents by Madison have been duly authorized by all necessary corporate action by Madison, and the Transaction Documents have been duly executed and delivered by Madison.

5. The execution and delivery of the Transaction Documents by Summit and the performance of its obligations thereunder do not (a) violate the provisions of the Articles of Incorporation or the By-Laws of Summit, (b) violate any laws of the State, or (c) require any consents, approvals or authorizations to be obtained by Summit from, or any registrations, declarations or filings to be made by Summit with, any governmental authority of the State under the Alabama Business Corporation Act, except any consents or approvals required in connection with a disposition of collateral including compliance with federal and state securities laws in connection with any sale consisting of securities under such securities laws or the transfer, or assignment of governmental approvals, licenses or permits. The foregoing opinion is based on our consideration of only those statutes, rules and regulations which, in our experience, are normally applicable to issuers and guarantors in secured note transactions, provided that no opinion is expressed as to any statutes, rules and regulations applicable to the subject transactions because of the nature or extent of the business of the parties to the Transaction Documents or their affiliates.

6. The execution and delivery of the Transaction Documents by Madison and the performance of its obligations thereunder do not (a) violate the provisions of the Articles of Incorporation or the By-Laws of Madison, (b) violate any laws of the State, or (c) require any consents, approvals or authorizations to be obtained by Madison from, or any registrations, declarations or filings to be made by Madison with, any governmental authority of the State under the Alabama Business Corporation Act, except any consents or approvals required in connection with a disposition of collateral including compliance with federal and state securities laws in connection with any sale consisting of securities under such securities laws or the transfer, or assignment of governmental approvals, licenses or permits. The foregoing opinion is based on our consideration of only those statutes, rules and regulations which, in our experience, are normally applicable to issuers and guarantors in secured note transactions, provided that no opinion is expressed as to any statutes, rules and regulations applicable to the subject transactions because of the nature or extent of the business of the parties to the Transaction Documents or their affiliates.

7. We note that the Transaction Documents provide that they are to be governed by the laws of the State of New York. Provided that the particular law being applied is not contrary to the law or public policy of the State of Alabama, and provided further that the transactions contemplated by the Purchase Agreement and the other Transaction Documents bear a reasonable relation to the State of New York, we believe it is likely that an Alabama court or a federal court sitting in Alabama as the forum state and applying Alabama conflict of laws rules (in either case, an "Alabama Court") would give effect to the designation by the parties thereto of New York law as the governing law with respect to the Transaction Documents; however, because choice of law

issues are decided on a case-by-case basis, depending on the facts of the particular transaction, the matter is not free from doubt and we are unable to conclude with certainty that an Alabama Court would give effect to the provisions of the Transaction Documents which designate New York law as the governing law. The factors ordinarily considered by Alabama Courts in determining whether to enforce contractual choice of law provisions include the absence of fraud or overreaching in connection with the inclusion of the choice of law provision in the contractual documents and, in determining whether the relevant transactions bear a reasonable relation to the state whose law is selected by the parties to such contracts, Alabama Courts ordinarily consider, among other factors, the location of the parties to the contract or agreement at issue, the relevant subject matter, the nature of the contractual undertaking of the parties, the place of performance under the contract or agreement and the place of execution and delivery of the contract or agreement. In addition to the foregoing, Alabama Courts look to the substance of the law to be applied to the contract or agreement at issue in order to determine whether application of that law would violate the public policy of the State of Alabama. In this regard, Alabama Courts, from time to time and based on the facts presented in particular cases, have refused to give effect to the choice, by parties to a contract, of the law of another state as governing such contract where, for example, a non-competition covenant, mandatory arbitration provision or indemnification covenant contained in such contract would have been enforceable under the other state's law, but would have been void under Alabama law. The foregoing is provided for purposes of explanation only and is not an exhaustive listing of (i) the factors that would be considered by an Alabama Court in determining whether a transaction governed by a contract or agreement containing a choice of law clause bears a reasonable relation to the state whose law is selected by the parties to such contract or agreement or (ii) those matters which an Alabama Court would consider as violating the public policy of the State of Alabama.

COMMENTS AND QUALIFICATIONS

The foregoing opinions are subject to the following limitations, qualifications, comments and exceptions:

1. In giving the opinions set forth herein we have relied, as to factual matters relevant to such opinions (as opposed to conclusions of law), on the accuracy of the representations and warranties contained in the Transaction Documents and the other documents examined by us, and we have made no independent investigation whatsoever with respect to such matters. In addition, we have not examined the files and records of the Alabama Entities, and we have not conducted any independent review or investigation of any of the transactions or contractual arrangements of the Alabama Entities.

2. We neither express nor imply any opinion as to the enforceability of any provisions of the Transaction Documents.

3. We express no opinion regarding (or compliance with or the effect of non-compliance with) any local laws, rules or regulations, any state or federal tax laws, rules or regulations (including, without limitation, liens for unpaid taxes), any state or federal securities or blue sky laws, rules or regulations, or any state or federal anti-trust, unfair competition, pension, employee benefit, bulk transfer, occupational health and safety, labor, environmental, hazardous materials, patent, copyright, trademark or other intellectual property, racketeering, insurance company or banking laws, rules or regulations, any criminal statutes of general application, any law concerning national, or local emergency, or any laws, rules, regulations, ordinances, resolutions or the like relating to zoning, subdivision, platting of land or other land-use matters.

4. We express no opinion regarding applicable choice of law rules except as specifically set forth in the Opinions section hereof.

5. We neither express nor imply any opinion with respect to any documents relating to the transactions contemplated by the Transaction Documents other than the Transaction Documents, and any opinion herein with respect to the Transaction Documents expressly excludes any opinion with respect to any such other documents or any provisions of any such other documents that are incorporated into the Transaction Documents by reference to any such other documents.

6. We have not reviewed any of the schedules or exhibits to the Transaction Documents, and we express no opinion as to any such schedules or exhibits.

7. We neither express nor imply any opinion with respect to the transactions contemplated by the Transaction Documents or any aspect of such transactions other than the opinions expressed herein.

8. We do not regularly represent the Alabama Entities in any capacity, and have no working familiarity with the Alabama Entities. We have been engaged by the Alabama Entities solely for the issuance of this opinion.

9. We call to your attention the fact that any Person other than the Alabama Entities which is a party to the Transaction Documents and which exercises in the State any of the rights or remedies provided in the Transaction Documents may be required to qualify to do business in the State before exercising such rights or remedies.

10. The opinions expressed herein are limited to the laws of general application of the State, and we express no opinion with respect to federal law or the laws of any other state or jurisdiction or with respect to local laws, ordinances or rules of any municipality, county or other political subdivision of the State. The opinions expressed herein are based on the laws of the State in effect on the date hereof and are subject to future changes in applicable law.

11. This opinion is being delivered to and accepted by you with the understanding that it is an opinion only and that it is not a guaranty or insuring agreement of any kind whatsoever or an assurance of future events or of any particular result under any particular set of facts or circumstances.

12. The opinions expressed herein are effective only as of the date of this opinion, and we assume no obligation to advise you of any matters which come to our attention thereafter.

13. This opinion may be relied upon only by the addressees hereof and their successors and assigns permitted by the Transaction Documents and may not be relied upon by any other person or entity or used for any other purpose.

Yours very truly,

/s/ Bradley Arant Boult Cummings LLP

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Exhibit 5.8

October 24, 2011

Sheppard Mullin Richter & Hampton LLP
Attn: Robyn Young
30 Rockefeller Plaza
New York, NY 10112-0015

Re: Reliance on Ice Miller LLP opinion, dated July 27, 2011

Dear Robyn:

As you are aware, Ice Miller LLP served as special counsel to Haverstick Consulting, Inc., an Indiana corporation, HGS Holdings, Inc., an Indiana corporation, and Rocket Support Services, LLC, an Indiana limited liability company, in connection with the sale by Kratos Defense & Security Solutions, Inc. of $115,000,000 aggregate principal amount of 10% Senior Secured Notes due 2017. In connection with such representation, Ice Miller LLP issued an opinion dated July 27, 2011, a copy of which is attached hereto ("*Ice Miller Opinion*"), which is addressed to Jefferies & Company, Inc., as Representative of the Initial Purchasers, and Wilmington Trust FSB, as Trustee and the Initial Purchasers party to the Purchase Agreement, dated July 14, 2011, by and among the Kratos Defense & Security Solutions, Inc. (the "*Company*"), the subsidiary guarantors party thereto and the Initial Purchasers party thereto (the "*Purchase Agreement*"). The Ice Miller Opinion states that it may not be relied upon by anyone other than the addressees named therein and their successors or assignees without Ice Miller LLP's prior written consent.

In connection with the issuance by Sheppard Mullin Richter & Hampton LLP ("*SMRH*") of an opinion related to the filing of a Registration Statement on Form S-4 on behalf of the Company in connection with an exchange offer of the Notes issued pursuant to the Purchase Agreement (the "*Registration Statement*"), Ice Miller LLP hereby consents to SMRH's reliance on the opinions set forth in the Ice Miller Opinion to the same extent as if the Ice Miller Opinion had been addressed and delivered to SMRH on the date of its issuance.

We hereby consent to the filing of the Ice Miller Opinion as an exhibit to the Registration Statement. In giving this consent, we do not thereby admit that we come within the category of persons whose consent is required under Section 7 of the Securities Act of 1933, as amended or the rules and regulations of the Commission promulgated thereunder.

Very truly yours,

/s/ Ice Miller LLP

Encl: Ice Miller Opinion

July 27, 2011

JEFFERIES & COMPANY, INC.
As Representative of the
Initial Purchasers
c/o Jefferies & Company, Inc.
520 Madison Avenue
New York, New York 10022

Wilmington Trust FSB, as Trustee
CCS-Corporate Capital Markets
50 South Sixth Street, Suite 1290
Minneapolis, MN 55402-1544

The Initial Purchasers party to the
Purchase Agreement described below

Re: Kratos Defense & Security Solutions, Inc.
$115,000,000 10% Senior Secured Notes due 2017.

Ladies and Gentlemen:

We have acted as special Indiana counsel to Kratos Defense & Security Solutions, Inc., a Delaware corporation (the "*Company*"), and each of Haverstick Consulting, Inc., an Indiana corporation ("*Haverstick*"), HGS Holdings, Inc., an Indiana corporation ("*HGS*") and Rocket Support Services, LLC, an Indiana limited liability company ("*Rocket*" and together with Haverstick and HGS, collectively the "*Indiana Subsidiaries*" and individually, each an "*Indiana Subsidiary*") in connection with the sale by the Company and the purchase by Jefferies & Company, Inc. ("*Jefferies*"), KeyBanc Capital Markets Inc. and B. Riley & Co., LLC (each, an "*Initial Purchaser*" and collectively, the "*Initial Purchasers*") of $115,000,000 aggregate principal amount of 10% Senior Secured Notes due 2017 (each a " *Note*" and, collectively, the " *Notes*") pursuant to a Purchase Agreement by and among the Initial Purchasers, the Company and the subsidiary guarantors listed on the signature pages thereto, including the Indiana Subsidiaries, dated July 14, 2011 (the "*Purchase Agreement*"). This opinion letter is provided to you at the request of the Company pursuant to Section 7(b)(vii) of the Purchase Agreement. Capitalized terms not otherwise defined herein shall have the respective meanings assigned to such terms in the Purchase Agreement.

Except as described in this letter, we are not generally familiar with the Indiana Subsidiaries' businesses, records, transactions, or activities. Our knowledge of their businesses, records, transactions, and activities is limited to the information that is set forth below and on *Exhibit A* and that otherwise has been brought to our attention by certificates executed and delivered to us by officers of the Indiana Subsidiaries in connection with this opinion letter. We have examined copies, certified or otherwise identified to our satisfaction, of the documents listed in the attached *Exhibit A*, which is made a part hereof. For the purposes of this opinion, the documents listed as items 1 and 2 in *Exhibit A* are hereinafter referred to as the "*Transaction Documents*," and the documents listed as items 3 through 17 in *Exhibit A* are hereinafter referred to as the "*Authorization Documents*."

In rendering our opinion, we also have examined such certificates of public officials, organizational documents and records and other certificates and instruments as we have deemed necessary for the purposes of the opinions herein expressed and, with your permission, have relied upon and assumed the accuracy of such certificates, documents, records and instruments. We have made such examination of the laws of the State of Indiana as we deemed relevant for purposes of this opinion, but we have not made a review of, and express no opinion concerning, the laws of any jurisdiction other than the State of Indiana and the laws of the United States of general application to transactions in the State of Indiana. To the extent that any portion or portions of the Transaction Documents are governed by the laws of any jurisdiction other than those of the State of Indiana, we express no opinion with respect to such portion or portions.

We have relied upon and assumed the truth, completeness and accuracy of the factual representations, statements, certifications and warranties made in the Transaction Documents and Authorization Documents and in the other documents received, and have not made any independent investigation or verification of any factual matters stated or represented therein. Whenever our opinion or confirmation herein with respect to the existence or absence of facts is indicated to be based upon our knowledge or belief, it is intended to signify that, during the course of our representation of the Company and the Indiana Subsidiaries, no information has come to the attention of Anthony P. Aaron or Haley A. Altman which would give us actual knowledge of the existence or absence of such facts. Except to the extent expressly set forth herein, we have not undertaken any independent investigation to determine the existence or absence of such facts or circumstances or the assumed facts set forth herein, we accept no responsibility to make any such investigation, and no inference as to our knowledge of the existence or absence of such facts or circumstances or of our having made any independent review thereof should be drawn from our representation of the Company or Indiana Subsidiaries. Our representation of the Company and the Indiana Subsidiaries is limited to the transactions contemplated by the Transaction Documents and other matters specifically referred to us by the Company and Indiana Subsidiaries.

In rendering this opinion letter to you, we have assumed with your permission:

(a) The genuineness of all signatures, the legal capacity and competency of natural persons executing the Transaction Documents and the Authorization Documents, whether on behalf of themselves or other persons or entities, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as certified, conformed or photostatic copies, and the authenticity of the originals of such copies.

(b) The documents that have been or will be executed and delivered in consummation of the transactions contemplated by the Transaction Documents are or will be identical in all material and relevant respects with the copies of the documents we have examined and on which this opinion is based.

(c) The provisions of the Transaction Documents which are expressly stated to be governed by the laws of any state other than the State of Indiana constitute the valid, legal, binding and enforceable obligations of the parties thereto in accordance with the terms thereof under the laws of such other state, and no provision of the laws of any other state that are applicable to the Transaction Documents violates the public policy of the State of Indiana or the purpose of any Indiana law that a court would determine that the public policy of the State of Indiana would require to be applied in any specific instance.

(d) Each of the Transaction Documents has been appropriately completed, executed and delivered (other than by the Indiana Subsidiaries) in the forms submitted to us for review, with all appropriate schedules and exhibits attached and all blanks appropriately filled in.

(e) The execution and delivery of the Transaction Documents by all parties thereto will be free of intentional or unintentional mistake, misrepresentation, concealment, fraud, undue influence, duress or criminal activity.

(f) All terms and conditions of, or relating to, the transactions described in the Transaction Documents are correctly and completely contained in the Transaction Documents, and the Transaction Documents have not been amended or modified by oral or written agreement or by conduct of the parties thereto; and there are no other agreements or understandings among the parties, written or oral, and there is no usage of trade or course of prior dealing among the parties, that would, in either case, define, supplement, qualify or render invalid or unenforceable any of the terms and provisions of the Transaction Documents that are opined on herein.

(g) The Authorization Documents are accurate and have not been amended or rescinded.

(h) All official public records (including their proper indexing and filing) furnished to or obtained by us, electronically or otherwise, were accurate, complete and authentic when delivered or issued and remain accurate, complete and authentic as of the date of this opinion letter.

(i) We have not examined and render no opinion regarding any document incorporated by reference into the Purchase Agreement and any of the Transaction Documents, and we have assumed, with your permission, that any such document so incorporated does not affect the opinions hereby given.

Based on the foregoing and upon such investigation as we have deemed necessary, and subject to the assumptions, qualifications, exceptions and limitations set forth herein, we are of the opinion that:

1. Each of Haverstick and HGS is a corporation incorporated and, based solely on its Certificate of Existence, validly existing under the law of the State of Indiana, for which the most recent required biennial report has been filed with the Indiana Secretary of State and no Articles of Dissolution appear as filed in the Indiana Secretary of State's records.

2. Rocket is a limited liability company organized and, based solely on Rocket's Certificate of Existence, validly existing under the law of the State of Indiana, and no Articles of Dissolution appear as filed in the Indiana Secretary of State's records.

3. Each of Haverstick and HGS has all requisite corporate power and corporate authority under Indiana law to enter into and deliver the Transaction Documents and to perform its obligations thereunder.

4. Rocket has all requisite limited liability company power and limited liability company authority under Indiana law to enter into and deliver the Transaction Documents and to perform its obligations thereunder.

5. The execution and delivery by each of Haverstick and HGS of the Transaction Documents to which it is a party and the performance by Haverstick and HGS of its respective obligations thereunder have been duly authorized by all requisite corporate action on the part of such entity.

6. The execution and delivery by Rocket of the Transaction Documents to which it is a party and the performance by Rocket of its obligations thereunder have been duly authorized by all requisite limited liability company action on the part of Rocket.

7. Each of the Transaction Documents has been duly executed and delivered by each Indiana Subsidiary.

8. The execution and delivery by Haverstick of the Transaction Documents to which it is a party do not, and the performance by Haverstick of its obligations thereunder will not conflict with or violate any provision of Haverstick's Articles of Incorporation or Bylaws.

9. The execution and delivery by HGS of the Transaction Documents to which it is a party do not, and the performance by HGS of its obligations thereunder will not conflict with or violate any provision of HGS's Articles of Incorporation or Bylaws.

10. The execution and delivery by Rocket of the Transaction Documents to which it is a party do not, and the performance by Rocket of its obligations thereunder will not conflict with or violate any provision of Rocket's Articles of Organization or Operating Agreement.

11. The execution and delivery by each Indiana Subsidiary of the Transaction Documents to which it is a party do not, and the performance by each Indiana Subsidiary of its respective obligations thereunder will not conflict with or violate any law of the State of Indiana. The opinion expressed herein is limited to those statutes that a lawyer exercising customary professional

diligence would reasonably recognize as being applicable to the Indiana Subsidiaries and the transactions contemplated by the Transaction Documents.

12. To our knowledge, the execution and delivery by each Indiana Subsidiary of the Transaction Documents to which it is a party and the performance by such Indiana Subsidiary of the financial obligations thereunder, do not require such Indiana Subsidiary to obtain the consent or approval of or authorization by, or to make any registration or filing with, any governmental authority or regulatory body of the State of Indiana except (i) any approvals and actions that already have been obtained or taken or (ii) those contemplated by the Registration Rights Agreement; provided, however, that this opinion is exclusive of filings associated with Indiana income tax laws, to the extent required in the Transaction Documents, and the Indiana Financial Institutions Tax, as to which we express no opinion.

As a matter of fact and not as a legal opinion, we hereby confirm to you that to our knowledge, based solely upon the Officer Certificates, there is no action, proceeding, or investigation before or by any court, governmental agency, or other body or official pending or overtly threatened in writing against the Indiana Subsidiaries questioning the validity of any action by such Indiana Subsidiary in connection with the execution, delivery and performance of each of the Transaction Documents or that, if adversely determined, could reasonably be expected to have a Material Adverse Change on the respective property or the financial condition or operations of such Indiana Subsidiary.

Each of the opinions set forth above is limited by its terms and subject to the assumptions hereinabove stated and is further subject to the following qualifications, exceptions and limitations, none of which shall limit the generality of any other assumption, qualification, exception or limitation.

A. Without limiting the generality of any other exception, limitation or qualification, we express no opinion in this letter with respect to (i) the application of any law, statute, rule or regulation relating to the environment, health or safety; (ii) any law, statute, rule, or regulation that may apply to any party as a result of its activities in the State of Indiana that are not directly related to or taken in connection with the Transaction Documents; (iii) any provisions of the Transaction Documents pertaining to consent to jurisdiction in so far as it relates to federal courts or agreements stating that failure to exercise or delay in exercising rights will not operate as a waiver of the right or remedy; and (iv) any purported waiver or purported consent relating to any other rights of any party, or duties owed to any of them, existing as a matter of law, including without limitation the purported waiver of any party's right to a jury trial.

B. We note the existence of Ind. Code 24-4.6-1-104 which provides that parties "may agree upon any method of computing interest on a loan or a forbearance of money, goods, or things in action if the amount of interest on the unpaid balances of the principal does not exceed any limitation imposed by law upon charges incident to the extension of credit." Ind. Code 24-4.6-1-104(a). This provision further states that parties may agree to a variety of ways of computing interest consisting of "[s]imple interest on the outstanding balance of the principal to which is added *past due* installments of interest, the sum of which forms the principal upon which interest thereafter shall be computed. The addition to principal in this manner may occur repeatedly but not more frequently than daily." Ind. Code 24-4.6-1-104(b)(2) (Emphasis supplied). Our opinion is limited by the application of these statutory provisions.

C. We hereby advise you that while Ind. Code 24-4.6-1-104(c) provides that the method of computing interest agreed upon by the parties to a loan continues to apply after the term of the loan, including after the award of a judgment on the loan, until all principal and interest and the amount of any judgment are paid, Ind. Code 24-4.6-1-101(1) imposes a statutory limit on the interest rate that can be charged on a money judgment. As a result, Indiana law could operate to limit the rate of interest that can be charged on the loan, if any such loan is reduced to a judgment.

D. We express no opinion and make no statements concerning or with respect to any statutes, ordinances, administrative decisions, rules, and regulations of counties, towns, municipalities, and special political subdivisions.

E. We have not considered and do not express an opinion with respect to any Federal or state (including Indiana) securities, tax, or antitrust laws and regulations. Our opinions set forth in this letter are expressly subject to the effect of the application of all Federal and state (including Indiana) securities, tax and antitrust laws and regulations.

F. We have made no search of the public records to determine the existence of any legal proceedings involving any Indiana Subsidiary.

G. In rendering the opinions expressed above, we have not undertaken any investigation of the business, property or affairs of any Indiana Subsidiary or any other party to the Transaction Documents. We have not considered and do not express an opinion with respect to the performance by any Indiana Subsidiary of its covenants and agreements in the Transaction Documents to operate its business in any specified manner.

H. We express no opinion as to whether the execution, delivery or performance by any Indiana Subsidiary of any Transaction Document will constitute a violation of, or a default under, any covenant, restriction or provision with respect to financial ratios or tests or any aspect of the financial condition or results of operations of such Indiana Subsidiary.

The opinions expressed herein are matters of professional judgment, are not a guarantee of result and are effective only as of the date hereof. We do not undertake to advise you of any matter within the scope of this letter that comes to our attention after the date of this letter and disclaim any responsibility to advise you of any future changes in law or fact that may affect the opinions set forth herein. We express no opinion other than as hereinbefore expressly set forth. No expansion of the opinions expressed herein may or should be made by implication or otherwise.

We are informed that the Initial Purchasers are relying on this opinion letter in connection with the consummation of the actions and transactions contemplated by the Transaction Documents. The foregoing opinion shall not be relied upon for any other purpose or by any Person other than the addressees hereof and any participant, successor or assignee of any addressee (including successive assignees) or for any other purpose. The use or reliance upon this opinion letter by any other person or entity without our prior written consent is strictly prohibited.

Very truly yours,

/s/ Ice Miller LLP

EXHIBIT A

LIST OF DOCUMENTS REVIEWED

1. Purchase Agreement, dated July 14, 2011, by and among Kratos Defense & Security Solutions, Inc. (the "*Company*"), Jefferies & Company, Inc. ("*Jefferies*"), KeyBanc Capital Markets Inc. ("*KeyBanc*") and B. Riley & Co., LLC (together with Jefferies and KeyBanc, the "*Initial Purchasers*") and the subsidiary guarantors listed on the signature pages thereto.

2. Registration Rights Agreement, dated July 27, 2011, by and among the Company, the subsidiary guarantors listed on the signature pages thereto and the Initial Purchasers.

3. Certificate of Existence for Haverstick Consulting, Inc., an Indiana corporation ("*Haverstick*") issued by the Indiana Secretary of State, dated July 20, 2011 ("*Haverstick's Certificate of Existence*") .

4. Certificate of Existence for HGS Holdings, Inc., an Indiana corporation ("*HGS*") issued by the Indiana Secretary of State, dated July 20, 2011 ("*HGS's Certificate of Existence*" and together with Haverstick's Certificate of Existence, the "*Certificates of Existence*").

5. Certificate of Existence for Rocket Support Services, LLC, an Indiana limited liability company ("*Rocket*") issued by the Indiana Secretary of State, dated July 20, 2011 ("*Rocket's Certificate of Existence*").

6. Articles of Incorporation of Haverstick, as certified by the Indiana Secretary of State on July 21, 2011, to be a true and complete copy of the Articles of Incorporation of Haverstick, as amended and restated, and as further certified by an authorized officer of Haverstick as of the date hereof to be a true, current and complete copy thereof ("*Haverstick Articles of Incorporation*").

7. Articles of Incorporation of HGS, as certified by the Indiana Secretary of State on July 21, 2011, to be a true and complete copy of the Articles of Incorporation of HGS, as amended and restated, and as further certified by an authorized officer of HGS as of the date hereof to be a true, current and complete copy thereof ("*HGS Articles of Incorporation*").

8. Articles of Organization of Rocket, as certified by the Indiana Secretary of State on July 21, 2011, to be a true and complete copy of the Articles of Organization of Rocket ("*Rocket Articles of Organization*").

9. Code of Bylaws of Haverstick, as certified by an authorized officer of Haverstick as of the date hereof, to be a true and complete copy of the Bylaws of Haverstick, as amended and restated ("*Haverstick Bylaws*").

10. Code of Bylaws of HGS, as certified by an authorized officer of HGS as of the date hereof, to be a true and complete copy of the Bylaws of HGS, as amended and restated ("*HGS Bylaws*").

11. Operating Agreement of Rocket, as certified by an authorized officer of the Manager of the Rocket as of the date hereof, to be a true and complete copy of the Operating Agreement of Rocket, as amended and restated ("*Rocket Operating Agreement*").

12. Resolutions of the Board of Directors of Haverstick, as certified by an authorized officer of Haverstick as of the date hereof .

13. Resolutions of the Board of Directors of HGS, as certified by an authorized officer of HGS as of the date hereof.

14. Resolutions of the Manager of Rocket, as certified by an authorized officer of the Manager of Rocket as of the date hereof.

15. Officers' Certificate of Haverstick, dated the date hereof, as to certain factual matters ("*Haverstick Officer's Certificate*").

16. Officers' Certificate of HGS, dated the date hereof, as to certain factual matters ("*HGS Officer's Certificate*").

17. Officers' Certificate of Rocket, dated the date hereof, as to certain factual matters ("*Rocket Officer's Certificate*", and together with the Haverstick Officer's Certificate and the HGS Officer's Certificate, collectively, the "*Officer's Certificate*").

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Exhibit 5.9

1180 Peachtree Street
Atlanta, Georgia 30309
www.kslaw.com

October 24, 2011

Sheppard Mullin Richter & Hampton LLP
30 Rockefeller Plaza
New York, New York 10112

Re: Kratos Southeast, Inc.

Ladies and Gentlemen:

Reference is made to our legal opinion letter dated July 27, 2011 attached hereto as *Exhibit A* (the "*Opinion*") which is addressed to Jefferies & Company, Inc., KeyBanc Capital Markets Inc. and B. Riley & Co., LLC, as Initial Purchasers under the Purchase Agreement. Capitalized terms used in this letter have the meanings given to such terms in the Opinion.

This letter shall confirm that you are permitted to rely on the Opinion as to the matters expressly set forth therein, solely as of the date of the Opinion and subject to the assumptions and qualifications stated therein. Any reliance by you must be actual and reasonable under the circumstances existing at the time of such reliance, including any changes in law, facts or any other developments known to or reasonably knowable by you at such time.

This letter does not constitute a reaffirmation of the Opinion as of the date hereof or a confirmation that there has been no change in relevant law or facts since the date thereof. We are furnishing this confirmation to you solely for your benefit as counsel to Kratos Defense & Security Solutions, Inc. (the "*Company*") in connection with your legal opinion to be provided to the Company with respect to certain guarantees of its 10% Senior Secured Notes due 2017, and the Opinion may not be relied upon by you for any other purpose and may not be quoted to, relied on by, nor may copies be delivered to, any other person or entity without our prior written consent.

Very truly yours,

/s/ KING & SPALDING LLP

KING & SPALDING LLP

EXHIBIT A

July 27, 2011 Opinion

[See attached pages]

King & Spalding LLP
1180 Peachtree Street, NE
Atlanta, Georgia 30309-3521
www.kslaw.com

July 27, 2011

JEFFERIES & COMPANY, INC.
KEYBANC CAPITAL MARKETS INC. and
B. RILEY & CO., LLC
as Initial Purchasers
c/o Jefferies & Company, Inc.
520 Madison Avenue
New York, New York 10022

Re: $115,000,000 KRATOS DEFENSE & SECURITY SOLUTIONS, INC.
10% Senior Secured Notes due 2017

Ladies and Gentlemen:

We have acted as special Georgia counsel to Kratos Southeast, Inc., a Georgia corporation (the "***Georgia Guarantor***"), in connection with (i) that certain Purchase Agreement dated as of July 14, 2011 (the "***Purchase Agreement***") by and among Kratos Defense & Security Solutions, Inc. ("***Kratos***"), the Georgia Guarantor and the other subsidiaries of Kratos party thereto (the "***Guarantors***" and, together with Kratos, the "***Note Parties***"), and Jefferies & Company, Inc., KeyBanc Capital Markets Inc. and B. Riley & Co., LLC (collectively, the "***Initial Purchasers***"), and (ii) the other Opinion Document (as defined below).

This letter is furnished at our client's request pursuant to *Section 7(b)(vii)* of the Purchase Agreement. Capitalized terms defined in the Purchase Agreement, used but not otherwise defined herein, have the meanings given to them in the Purchase Agreement.

As such counsel, we have examined such matters of fact and questions of law as we have considered appropriate for purposes of rendering the opinions expressed below. We have examined, among other things, the following:

(a) the Purchase Agreement; and

(b) the Registration Rights Agreement, dated as of July 27, 2011, among the Note Parties and the Initial Purchasers.

The documents described in clauses (a) and (b) above are referred to herein collectively as the "***Opinion Documents***".

In our examination, we have assumed the genuineness of all signatures, the legal capacity of all natural persons executing documents, the authenticity of all documents submitted to us as originals, and the conformity to authentic original documents of all documents submitted to us as copies. In addition, we have assumed that the parties to the Opinion Documents have not entered into any agreements which modify the terms of the Opinion Documents and have not otherwise expressly or by implication waived any provision of, or agreed to any modification of, the Opinion Documents. To the extent that obligations of the Note Parties may be dependent upon such matters, we have assumed (A) that the Note Parties (other than the Georgia Guarantor) and the Initial Purchasers are each duly formed, validly existing and in good standing in all relevant jurisdictions, and we understand that you are relying on opinions of other counsel with respect to these matters as to such Note Parties (other than the Georgia Guarantor), (B) that each of the Note Parties (other than the Georgia Guarantor) and the Initial Purchasers has the requisite power and authority to enter into and perform all of its obligations under each of the Opinion Documents to which it is a party, and we understand that you are relying on opinions of other counsel with respect to these matters as to such Note Parties (other than the Georgia Guarantor), (C) that the Opinion Documents to which each of the Note Parties (other than the

Georgia Guarantor) is a party have been duly authorized by all appropriate corporate, company or partnership action by each such Note Party, and we understand that you are relying on an opinion of other counsel with respect to these matters as to such Note Parties (other than the Georgia Guarantor), (D) that the Opinion Documents to which each of the Note Parties (other than the Georgia Guarantor) is a party has been duly executed and delivered by each such Note Party, and we understand that you are relying on an opinion of other counsel with respect to these matters as to such Note Parties (other than the Georgia Guarantor), (E) that the Opinion Documents to which each of the Note Parties and the Initial Purchasers is a party constitute the legal, valid and binding obligations of such Note Parties and the Initial Purchasers, enforceable against such Note Parties and the Initial Purchasers in accordance with their terms, and (F) that the Initial Purchasers have the requisite power and authority to enter into and perform their respective obligations under the Opinion Documents. We have also assumed that under no circumstances, whether by reason of prepayment, acceleration, termination or otherwise, will the interest payable by the Note Parties, including without limitation, expenses chargeable to the Note Parties, early termination fees, prepayment fees and premiums, and other fees and charges for the use of money, whether or not denominated as interest, exceed a rate of (5%) per month.

As to various matters of fact relevant to this opinion, we have been furnished with, and have relied exclusively upon, (i) certificates of and letters from public officials, (ii) the representations and warranties of the Note Parties and the Initial Purchasers in the Opinion Documents and (iii) certifications of certain officers of the Note Parties. We have not independently verified such factual matters. In rendering the opinion set forth in paragraph 1 below with respect to the current status of the Georgia Guarantor in the State of Georgia, (i) we have relied solely on a certificate dated as of July 21, 2011, issued with respect to the Georgia Guarantor by the Secretary of State of the State of Georgia, a copy of which is attached as *Exhibit A* and incorporated herein by this reference, (ii) such opinion is limited to the meaning ascribed to such certificate by such Secretary of State, and (iii) we have assumed that such certificate was properly given and remains accurate as of the date of this letter.

We are opining herein as to the effect on the subject transactions only of the internal laws of the State of Georgia. Notwithstanding anything to the contrary herein, we express no opinion with respect to (a) the laws of any other jurisdiction (including, without limitation, the federal laws of the United States) or (b) any matters of municipal law or the laws of any local agencies within any state.

Our opinions herein are based upon our consideration of only those statutes, rules and regulations which, in our experience, are generally directly applicable to companies and guarantors in privately placed, note issuance and purchase transactions, provided that no opinion is expressed as to (i) any laws relating to pollution, protection of the environment or hazardous substances, (ii) any laws relating to zoning, subdivision, land use, building or construction, (iii) any laws relating to labor, employment, pension, employee rights and benefits, or occupational safety and health, (iv) antifraud matters, (v) antitrust, unfair competition and trade regulation matters, (vi) tax matters, (vii) state and federal securities laws and regulations, (viii) Sections 547 and 548 of the federal Bankruptcy Code and comparable provisions of state law, (ix) broker-dealers, investment companies and investment advisors, (x) laws relating to public utilities, (xi) margin regulations, (xii) escheat, (xiii) insurance, (xiv) bulk sales, (xv) laws relating to fiduciary duties, (xvi) racketeering, (xvii) patents, copyrights, trademarks, trade names and other intellectual property rights, (xviii) usury and interest laws (including laws establishing maximum rates of interest or prohibiting the charging of interest on unpaid interest), or (xix) other laws excluded by customary practice. We express no opinion as to any state or federal laws or regulations applicable to the subject transactions because of the nature or extent of the business of any parties to the Opinion Documents or of any of their affiliates.

We call to your attention the fact that we have represented the Georgia Guarantor solely as local Georgia counsel with respect to this transaction and similar transactions and have not otherwise acted

as counsel for the Georgia Guarantor in any other context, and our opinion is based solely on the documents and certificates described herein which we have reviewed.

Based upon and subject to the foregoing and the qualifications and limitations as set forth below, and in reliance thereon, it is our opinion that, as of the date hereof:

1. The Georgia Guarantor is a corporation validly existing and in good standing under the laws of the State of Georgia with corporate power and authority to enter into the Opinion Documents to which it is a party and to perform its obligations thereunder.

2. The execution and delivery by the Georgia Guarantor of the Opinion Documents to which it is a party, and the performance by it of its obligations thereunder, have been duly authorized by all necessary corporate action of the Georgia Guarantor, and each Opinion Document to which the Georgia Guarantor is a party has been duly executed and delivered by the Georgia Guarantor.

3. The execution and delivery by the Georgia Guarantor of the Opinion Documents to which it is a party and the incurrence of its obligations thereunder, on the date hereof do not: (a) violate the provisions of the articles of incorporation or bylaws (collectively, the "***Governing Documents***") of the Georgia Guarantor, (b) violate any statute, rule or regulation of the State of Georgia applicable to the Georgia Guarantor, or (c) require any consents, approvals, or authorizations to be obtained by the Georgia Guarantor from, or any registrations, declarations or filings to be made by the Georgia Guarantor with, any governmental authority of the State of Georgia.

In addition to the foregoing, the opinions expressed above are subject to the following limitations, exceptions, qualifications and assumptions:

a. We assume the accuracy and completeness of the representations and warranties (as to factual matters) of the parties set forth in the Purchase Agreement and the other Opinion Documents.

b. With respect to the opinion set forth in paragraph 3 above, relating to violations of Georgia statutes, rules or regulations applicable to the Georgia Guarantor, we have not conducted any investigation into the types of businesses and activities in which the Georgia Guarantor engages or the manner in which the Georgia Guarantor conducts its business.

Our opinion is expressly limited to the matters set forth above, and we render no opinion, whether by implication or otherwise, as to any other matters relating to the Georgia Guarantor or any of the other Note Parties. We assume no obligation to inform you of any changes in law or facts, or any other developments, that may hereafter be brought to our attention that may alter, affect or modify the opinions expressed herein. This opinion letter is an expression of our professional judgment on the legal issues expressly addressed herein. By rendering our opinion, we neither become an insurer or guarantor of such expression of our professional judgment nor guarantee the outcome of any legal dispute that may arise out of the transactions contemplated by the Opinion Documents.

This opinion is rendered as of the date first written above solely for your benefit in connection with the Purchase Agreement and may not be quoted to, relied on by, nor may copies be delivered to, any other person or entity other than your counsel, auditors, and regulators, if any, without our prior written consent. At your request, we hereby consent to reliance hereon by any Person that becomes a "Subsequent Purchaser", as defined in the Purchase Agreement, in accordance with the express provisions of Section 2 of the Purchase Agreement, in each case subject to the confidentiality provisions thereof, on the condition and understanding that: (i) this opinion does not extend to any issue or matter related to any such assignment to a Subsequent Purchaser or arising from or out of any

such assignment (as distinct from the subject transaction), (ii) this opinion is limited and qualified with respect to a Subsequent Purchaser in the same manner that it is limited and qualified as set forth above with respect to the original addressees, (iii) this opinion speaks only as of the date hereof; (iv) we have no responsibility or obligation to update this letter, to consider its applicability or correctness to other than its addressees, or to take into account changes in law or facts or any other developments of which we may later become aware; and (v) any such reliance by a Subsequent Purchaser must be actual and reasonable under the circumstances existing at the time of assignment, including any changes in law or facts or any other developments known to or reasonably knowable by such Subsequent Purchaser at such time.

Very truly yours,

/s/ KING & SPALDING LLP

KING & SPALDING LLP

EXHIBIT A

GEORGIA CERTIFICATE OF EXISTENCE

[See attached page]

Control No. **K008554**

STATE OF GEORGIA

Secretary of State
Corporations Division
315 West Tower
#2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

CERTIFICATE
OF
EXISTENCE

I, Brian P. Kemp, Secretary of State and the Corporations Commissioner of the state of Georgia, hereby certify under the seal of my office that

KRATOS SOUTHEAST, INC.

Domestic Profit Corporation

was formed or was authorized to transact business on 03/27/1990 in Georgia. Said entity is in compliance with the applicable filing and annual registration provisions of Title 14 of the Official Code of Georgia Annotated and has not filed articles of dissolution, certificate of cancellation or any other similar document with the office of the Secretary of State.

This certificate relates only to the legal existence of the above-named entity as of the date issued. It does not certify whether or not a notice of intent to dissolve, an application for withdrawal, a statement of commencement of winding up or any other similar document has been filed or is pending with the Secretary of State.

This certificate is issued pursuant to Title 14 of the Official Code of Georgia Annotated and is prima-facie evidence that said entity is in existence or is authorized to transact business in this state.

[SEAL] WITNESS my hand and official seal of the City of Atlanta and the State of Georgia on 21st day of July, 2011

/s/ Brian P. Kemp

Brian P. Kemp
Secretary of State

Certification Number 7628097-1 Reference
Verify this certificate online at http://corp.sos.state.ga.us/corp/soskb/verify.asp

QuickLinks

QuickLinks -- Click here to rapidly navigate through this document

Exhibit 5.10

Montgomery, McCracken, Walker & Rhoads, LLP
Attorneys at Law

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856-488-7700
Fax 856-488-7720

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215-772-1500
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437 Madison Avenue, 29th Floor
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212-201-1931
Fax 212-201-1939

1235 Westlakes Drive
Berwyn, PA 19312-2401
610-889-2210
Fax 610-889-2220

Cornerstone Commerce Center
1201 New Road, Suite 100
Linwood, NJ 08221
609-601-3010
Fax 609-601-3011

October 24, 2011

Sheppard Mullin Richter & Hampton LLP
30 Rockefeller Plaza
New York, NY 10112-0015

Re: Reliance on Opinion dated July 27, 2011

Ladies and Gentlemen:

We previously acted as special counsel in the State of New Jersey for Henry Bros. Electronics, Inc., a New Jersey corporation ("Henry"), and Airorlite Communications, Inc., a New Jersey corporation ("Airorlite"), in connection with that certain Purchase Agreement dated July 14, 2011 among, *inter alia*, Kratos Defense & Security Solutions, Inc. ("Kratos"), Henry, Airorlite, and Jeffries & Company, Inc. ("Jeffries"), KeyBanc Capital Markets, Inc. ("KeyBanc"), and B. Riley & Co., LLC ("Riley"), and that certain Registration Rights Agreement dated July 28, 2011 among, *inter alia*, Kratos, Henry, Airorlite, Jeffries, KeyBanc and Riley, and we have rendered our opinion to Jeffries, KeyBanc and Riley dated July 27, 2011, in the form attached hereto.

This will confirm our consent to your reliance on our opinion letter (without bringing down the opinion to the date hereof), in your capacity as counsel for Kratos in the preparation of a Registration Statement on Form S-4, as if such opinion letter were addressed directly to you, subject to all qualifications, limitations and exceptions set forth therein, and our consent to your inclusion of a copy of our opinion letter and this consent as an Exhibit to the Form S-4.

Very truly yours,

/s/ Montgomery, McCracken, Walker & Rhoads, LLP

MMW&R/DSB/JTS/fg

Montgomery, McCracken, Walker & Rhoads, LLP
Attorneys at Law

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Cornerstone Commerce Center,
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609-601-3010
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July 27, 2011

Jefferies & Company, Inc.
520 Madison Avenue
New York, New York 10022

KeyBanc Capital Markets Inc.
127 Public Square
Cleveland, Ohio 44144

B. Riley & Co., LLC
11100 Santa Monica Blvd., Suite 800
Los Angeles, CA 90025

Re: *Purchase Agreement dated July 14, 2011 (the "Purchase Agreement"), among, inter alia, Kratos Defense & Security Solutions, Inc. ("Kratos"), Henry Bros. Electronics, Inc. ("Henry"), Airorlite Communications, Inc. ("Airorlite"), and Jefferies & Company, Inc., KeyBanc Capital Markets Inc. and B. Riley & Co., LLC (together, the "Initial Purchasers"), and Registration Rights Agreement dated July 27, 2011 (the "Registration Rights Agreement") among, inter alia, Kratos, Henry, Airorlite and the Initial Purchasers*

Ladies and Gentlemen:

We have acted as special counsel in the State of New Jersey for Henry Bros. Electronics, Inc., a New Jersey corporation ("Henry"), and Airorlite Communications, Inc., a New Jersey corporation ("Airorlite"), in connection with the above referenced Purchase Agreement and the transactions contemplated thereby. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement and Registration Rights Agreement. This opinion is being rendered at our clients' request pursuant to Section 7(b) (vii) of the Purchase Agreement.

In connection with this opinion, we have examined originals or copies, certified or otherwise identified to our satisfaction, of only the following documents:

(a) Purchase Agreement;

(b) Registration Rights Agreement;

(c) Short Form Standing Certificate in respect of Henry issued by the State Treasurer of the State of New Jersey dated July 21, 2011;

(d) Secretary's Certificate of Henry dated July 27, 2011 attaching copies of Henry's Certificate of Incorporation, bylaws, authorizing resolution and incumbency certificate, a copy of which Secretary's Certificate is attached hereto as *Exhibit A*;

(e) Short Form Standing Certificate in respect of Airorlite issued by the State Treasurer of the State of New Jersey dated July 20, 2011; and

(f) Secretary's Certificate of Airorlite dated July 27, 2011 attaching copies of Airorlite's Certificate of Incorporation, bylaws, authorizing resolution and incumbency certificate, a copy of which Secretary's Certificate is attached hereto as *Exhibit "B"*.

Items (a) and (b) above are collectively referred to herein as the "*Transaction Documents*".

In addition, we have examined originals, or certified or conformed copies, of such corporate records, agreements, documents and other instruments and such certificates or comparable documents of public officials and of officers and representatives of Henry and Airorlite, and have made such other investigations, as we have deemed relevant and necessary in connection with the opinions hereinafter set forth.

Whenever our opinion with respect to the existence or absence of facts or circumstances is qualified by the phrase "to our knowledge" or similar language, we intend to indicate that during the course of our representation of Henry and Airorlite in connection with the Transaction Documents and the transactions contemplated thereby, and the investigation described above, no information has come to the attention of lawyers currently within our firm with principal responsibility for this transaction that would give us actual knowledge of the existence of such facts or circumstances. We have not undertaken any independent investigation to determine the accuracy or completeness of such statements (including without limitation any examination of any documents in our files or otherwise made available to us by Henry or Airorlite), and no inference as to the accuracy or completeness of any such statement should be drawn from our representation of Henry or Airorlite or our rendering the opinions set forth below.

For purposes of our opinions we have assumed the genuineness of all signatures, the legal capacity of natural persons, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as duplicates or certified or conformed copies and the authenticity of the originals of such latter documents. We have also assumed that: (1) each party to each of the Transaction Documents, other than Henry and Airorlite, is validly existing and in good standing in each jurisdiction in which it is required to be qualified, and has the power and authority to execute and deliver the Transaction Documents to which it is a party and to perform its obligations thereunder; (2) each of the Transaction Documents has been duly authorized, executed and delivered by each of the parties thereto other than Henry and Airorlite; (3) each of the Transaction Documents constitutes the legal, valid and binding obligation of each party thereto, enforceable against such party in accordance with its terms; and (4) the terms and conditions of the Transaction Documents have not been amended, modified or supplemented, directly or indirectly, by any other agreement or understanding of the parties or by waiver of any of the material provisions of the Transaction Documents.

Based on the foregoing, but subject to the qualifications and limitations expressed below, we are of the opinion that:

1. Each of Henry and Airorlite: (a) is a corporation that is an active business under the laws of the State of New Jersey; and (b) has the corporate power and authority to execute and deliver the Transaction Documents and to perform its obligations thereunder.

2. The execution and delivery by Henry of each of the Transaction Documents and its performance of its obligations thereunder has been authorized by all requisite corporate action on behalf of Henry and will not result in any violation of Henry's certificate of incorporation or bylaws. The execution and delivery by Henry of each of the Transaction Documents will not, to the best of our knowledge, result in the violation of any New Jersey state law applicable to Henry.

3. The execution and delivery by Airorlite of each of the Transaction Documents and its performance of its obligations thereunder have been authorized by all requisite corporate action on behalf of Airorlite and will not result in any violation of Airorlite's certificate of incorporation or

bylaws. The execution and delivery by Airorlite of each of the Transaction Documents will not, to the best of our knowledge, result in the violation of any New Jersey state law applicable to Airorlite.

4. Neither the execution and delivery by Henry and Airorlite of each of the Transaction Documents nor their respective performance of their respective obligations thereunder requires the consent or approval of, or any filing or registration by Henry or Airorlite with, any State of New Jersey government authority or, to the best of our knowledge, any New Jersey court.

5. The parties' choice of law of the State of New York as the governing law of the Transaction Documents will be recognized and given effect by the courts of the State of New Jersey.

The opinions herein expressed are subject to the following qualifications and limitations:

(a) In rendering the opinions in paragraph 1 above as to the active status of Henry and Airorlite, we relied exclusively on certificates of the State Treasurer of the State of New Jersey.

(b) We render no opinion as to the enforceability of the Transaction Documents or as to any security or property interest purported to be granted thereby.

(c) We express no opinion as to any factual matters contained in or incorporated by reference in any of the Transaction Documents or any schedules or documents attached thereto.

(d) We express no opinion as to Henry's or Airorlite's rights in or title to any property.

(e) Wherever in our opinion we refer to New Jersey state laws applicable to Henry of Airorlite, we refer to only those laws of general application to business entities in the State of New Jersey.

(f) We express no opinion to: (1) matters relating to zoning, subdivision, environmental protection or other laws pertaining to the use, occupancy, development, leasing, improvement, management or operation of real property; (2) matters relating to income tax, capital stock tax or other tax laws, securities laws, including, without limitation, blue sky filings, ERISA, pension, employee benefits or labor law and regulations, usury laws, environmental laws, accessibility laws, health and safety laws or bulk sales laws, or (3) any export control, trade regulation, antitrust, patent, copyright, trademark, service mark or other intellectual property laws; or (4) compliance with or the effect of any federal laws, rules or regulations applicable to Henry or Airorlite by virtue of the nature or extent of the business or operations of Henry or Airorlite or any of their affiliates.

(g) We express no opinion as to the laws of any jurisdiction other than the laws of the State of New Jersey. The opinions expressed above concern only the effect of the laws of the State of New Jersey as currently in effect.

(h) We express no opinion as to the effect on the opinions expressed herein of (i) compliance or non-compliance by any party to the Transaction Documents with any laws or regulations applicable to it; or (ii) the legal or regulatory status or the nature of the business of any such party.

(i) Our opinion in paragraph 5 above assumes that a court would not conclude that: (a) New York has no substantial relationship to the parties or the transaction and there is no reasonable basis for the parties choice of New York law; or (b) application of the laws of the State of New York would be contrary to a fundamental policy of a state which has a materially greater interest than New York in the determination of a particular issue.

This opinion is limited to the matters expressly stated herein, and no opinion is implied or may be inferred beyond the matters expressly stated. The opinions expressed in this letter are rendered as of the date hereof, and are based on existing law which is subject to change. We assume no obligation to supplement this opinion if any applicable laws change after the date of this opinion, or if we become aware of any facts that might change the opinions expressed above after the date of this opinion.

This opinion letter is rendered for the sole benefit of the addressees hereof with respect to the matters specifically addressed herein, and no other person or entity is entitled to rely hereon. Copies of this opinion letter may not be made available, and this opinion letter may not be quoted or referred to in any other document made available, to any other person or entity, except that this opinion may be delivered to any regulators, accountants, attorneys and/or other professional advisers of the addresseehereof and may be used in connection with any legal or regulatory proceeding relating to the subject matter of this opinion.

Very truly yours,

/s/ Montgomery, McCracken, Walker & Rhoads, LLP

MMWR:DSB:JTS:fg

QuickLinks

Montgomery, McCracken, Walker & Rhoads, LLP Attorneys at Law
October 24, 2011
Montgomery, McCracken, Walker & Rhoads, LLP Attorneys at Law

Exhibit 5.11

THOMAS L. DEVINE
TDeVine@faegre.com
303-607-3765

October 24, 2011

Sheppard Mullin Richter & Hampton LLP
30 Rockefeller Plaza
New York, NY 10112-0015

Re: Henry Bros. Electronics, Inc. and Real Time Logic, Inc.; Reliance on July 27, 2011, Colorado Special Counsel Opinion

Ladies and Gentlemen:

Attached hereto is a copy of the legal opinion of this firm dated July 27, 2011 (the "Opinion"), and addressed to Jefferies & Company, Inc., KeyBanc Capital Markets, Inc., and B. Riley & Co., LLC, as the Initial Purchasers named in the Purchase Agreement dated July 14, 2011. Capitalized terms used herein shall have the meanings given to such terms in the Opinion. As counsel to Kratos Defense & Security Solutions, Inc., a Delaware corporation ("Kratos"), you may rely on the opinions set forth in such Opinion as of the date of its issuance, subject to the assumptions and qualifications stated in the Opinion. Any reliance by you must be actual and reasonable under the circumstances existing at the time of such reliance, including any changes in law, facts or any other developments known to or reasonably knowable by you at such time.

This letter does not constitute a reaffirmation of the Opinion as of the date hereof or a confirmation that there has been no change in relevant law or facts since the date thereof. We are furnishing this confirmation to you solely for your benefit as counsel to Kratos in connection with your legal opinion to be provided to Kratos with respect to certain guarantees of its 10% Senior Secured Notes due 2017, and the Opinion may not be relied upon by you for any other purpose and may not be quoted to, relied on by, nor may copies be delivered to, any other person or entity without our prior written consent.

Sincerely yours,

/s/ Faegre & Benson LLP

FAEGRE & BENSON LLP

TLD:clw
Enclosure

July 27, 2011

Jefferies & Company, Inc.
KeyBanc Capital Markets Inc.
B. Riley & Co., LLC
c/o Jefferies & Company, Inc.
520 Madison Avenue
New York, NY 10022

Re: Registration Rights Agreement dated July 27, 2011, among Kratos Defense & Security Solutions, Inc. ("Kratos"), all Domestic Restricted Subsidiaries of Kratos (the "Guarantors"), and B. Riley & Co., LLC, KeyBanc Capital Markets Inc., and Jefferies & Company, Inc. (collectively, the "Initial Purchasers"); Purchase Agreement dated July 14, 2011, by and among Kratos, the Guarantors, and the Initial Purchasers.

Ladies and Gentlemen:

We have acted as special Colorado counsel to Henry Bros. Electronics, Inc., a Colorado corporation, and Real Time Logic, Inc., a Colorado corporation (collectively, the "*Companies*"), in connection with certain matters of Colorado law relating to specified transactions contemplated by the Transaction Documents described below. Capitalized terms used herein, but not otherwise defined herein, shall have the meanings ascribed to such terms in the Purchase Agreement.

For purposes of this letter, we have examined such questions of law as we have deemed necessary and appropriate and have also examined the following documents and instruments each dated as indicated and each purported to have been signed on behalf of each signatory thereto:

1. Registration Rights Agreement dated July 27, 2011, among Kratos, the Guarantors, and the Initial Purchasers (the "*Registration Rights Agreement*"),

2. Purchase Agreement dated July 14, 2011, by and among Kratos, the Guarantors, and the Initial Purchasers (the "*Purchase Agreement*"),

3. Security Agreement (the "*Security Agreement*") dated as of May 19, 2010 among Kratos, the Grantors party thereto and Wilmington Trust FSB, as Collateral Agent (the "*Collateral Agent*"),

4. UCC—1 Financing Statement from Real Time Logic, Inc., as debtor, in favor of the Collateral Agent (the "*Financing Statement*"),

5. Supplemental Indenture dated as of July 27, 2011, among the Guaranteeing Subsidiaries, as defined therein, and the Collateral Agent (the "*Supplemental Indenture*"), and

6. Security Agreement Joinder dated as of July 27, 2011, by and among each Subsidiary of Kratos, as defined therein, in favor of the Collateral Agent (the "*Security Agreement Joinder*").

The Registration Rights Agreement, Purchase Agreement, Financing Statement, Supplemental Indenture, and Security Agreement Joinder are referred to collectively in this letter as the "*Transaction Documents*." The Security Agreement and Security Agreement Joinder are referred to collectively in this letter as the "*Security Documents*."

We have further examined:

A. An electronically transmitted copy of the Articles of Incorporation of Henry Bros. Electronics, Inc. (formerly known as Photo-Scan of Colo., Inc. and Securus, Inc.) as filed with the Colorado Secretary of State (the "*Secretary of State*") on March 11, 1970; an electronically transmitted copy of the Articles of Merger of Photo-Scan of Colo., Inc. and Marcham Controls, Inc, as filed with the Secretary of State on March 17, 1987; and Articles of Amendment to the Articles of Incorporation of Photo-Scan of Colo., Inc., as filed with the Secretary of State on April 7, 1987 (as amended, the "*Henry Bros. Articles*") and an electronically transmitted copy of the Bylaws of Henry Bros. Electronics, Inc., undated (the "*Henry Bros. Bylaws*");

B. An electronically transmitted copy of a Certificate of Good Standing, dated July 19, 2011, with respect to Henry Bros. Electronics, Inc., issued by the Secretary of State, indicating that as of date of issuance Henry Bros. Electronics, Inc., is in good standing in the State of Colorado (the "*Henry Bros. Good Standing Certificate*");

C. An electronically transmitted copy of the Articles of Incorporation of Real Time Logic, Inc. (formerly known as ISI Merger Corp.) as filed with the Secretary of State on September 20, 2002; an electronically transmitted copy of the Articles of Merger of ISI Merger Corp. and Real Time Logic, Inc., (d/b/a RT Logic) as filed with the Secretary of State on October 1, 2002 (the "*Real Time Articles*"); and an electronically transmitted copy of the Bylaws of Real Time Logic, Inc., dated effective October 1, 2002 (the "*Real Time Bylaws*");

D. An electronically transmitted copy of a Certificate of Good Standing, dated July 19, 2011, with respect to Real Time Logic, Inc., issued by the Secretary of State, indicating that as of date of issuance Real Time Logic, Inc., is in good standing in the State of Colorado (the "*Real Time Good Standing Certificate*");

E. An electronically transmitted copy of the Unanimous Written Consent of the Board of Directors/Sole Member of the Guarantors, dated July 12, 2011, unanimously approving the Transaction Documents (the "*Board Consent*");

F. An electronically transmitted copy of the Secretary's Certificate issued by Deborah S. Butera, the duly qualified and elected Secretary of each of the Guarantors, dated July 27, 2011, certifying to the truth and correctness of the Companies' Articles, Bylaws and Board Consents and the qualification and incumbency of the officers of the Companies identified therein (the "*Secretary's Certificate*" and together with the Articles, Bylaws and the Board Consent, collectively, the "*Organizational Documents*"); and

G. A certificate, dated July 27, 2011, from an officer of the Companies as to certain factual matters relating to this opinion letter (the "*Opinion Certificate*").

The opinions set forth in this letter, as they relate to specific documents, relate to the specified documents and do not extend to documents, agreements, or instruments referred to in those documents (even if incorporated therein by reference) that are not expressly identified in this letter as having been examined by us.

The opinions expressed herein are based on and are limited to the laws of the State of Colorado, including the Uniform Commercial Code as in effect therein (the "*UCC*"), and we do not express any opinion as to the law of any other jurisdiction. Our opinion excludes any opinion with respect to antitrust or securities laws or laws or judicial decisions related to fiduciary duties in connection with, or the fairness of transactions like, the transactions contemplated by the Transaction Documents. We express no opinion whatsoever with respect to the applicability or effect of the laws of any other jurisdiction or principles of conflicts of law and can assume no responsibility for the applicability or effect of any such laws or principles.

In rendering any opinion expressed herein regarding perfection of a security interest in any Pledged Note, we have assumed that each such Pledged Note is a promissory note which is an "instrument" as defined in Article 9 of the UCC and has been endorsed in blank or to the order of the Initial Purchasers, and has been delivered to, and is held in its direct physical possession by, the Collateral Agent.

In rendering any opinion expressed herein regarding the creation, attachment, or perfection or priority of any security interest, we have assumed that (i) "value" has been given within the meaning of Sections 8-303(a)(1) and 9-203(b)(1) of the UCC, (ii) the party granting the security interest has rights in the Collateral, or power to transfer rights in the Collateral, in which the security interest is being

granted that are sufficient therefor, (iii) with respect to perfection by possession, no secured party or any trustee, custodian, bailee or other agent thereof taking possession of any Collateral is or will be directly or indirectly controlled by any debtor or other entity granting a security interest or any affiliate thereof, and (iv) there is no agreement or understanding prohibiting, restricting or conditioning the grant of the security interest in any Collateral, except to the extent that any such prohibition, restriction or condition is ineffective under Section 9-401, 9-406 or 9-408 of the UCC.

Any opinion expressed herein regarding the perfection of any security interest by filing relates to the security interest in Collateral in which a security interest can be perfected by filing and includes without limitation "instruments," "general intangibles," "payment intangibles," "accounts," "chattel paper" and "investment property," as such terms are defined in Section 9-102(a) of the UCC. In rendering the opinion expressed herein regarding the perfection of the security interest by filing, we have relied, to the extent that any such filing may be relevant, upon the filing of each Financing Statement in the form provided for our review in the office of the Colorado Secretary of State.

In rendering the opinion expressed herein regarding perfection of any security interest by filing, we have assumed that with respect to the perfection of such security interest, the necessary filings will be made to maintain the effectiveness of the Financing Statement, which will include the filing of a continuation statement within six months prior to the expiration of the initial effective period of the Financing Statement and within six (6) months prior to the expiration of each subsequent effective period, and will also include such other filings as may be occasioned by any change of the name, location of the chief executive office, or jurisdiction of organization of any debtor named in the Financing Statement and any transfer of any ownership interest in any Collateral in which the security interest has been granted.

We express no opinion herein with respect to (i) the priority of any security interest or lien, (ii) the priority of any security interest in any mortgage note or other instrument, money, chattel paper or certificate evidencing any certificated security constituting Collateral in which a security interest is being granted, that is not directly held in its physical possession by the secured party or a trustee, custodian, bailee, securities intermediary or agent acting on its behalf for any reason, (iii) the creation, attachment, perfection or priority of any security interest with respect to any Collateral of the type specified in foregoing clause (ii), as to which there exists a duplicate original, (iv) any security interest in any real property acquired through foreclosure, deed in lieu of foreclosure or other similar means in respect of any Collateral, (v) the ability of any person or entity to obtain any property prior to a final resolution of any judicial proceeding with respect to any claim contrary to or inconsistent with any opinion expressed herein, (vi) the continuation of perfection of the security interest in any Collateral in which a security interest has been perfected by possession and which is released from such possession for servicing or any other purpose, unless such collateral is released for a purpose specified in Section 9-312(g) of the UCC and returned to such possession within the period specified therein and (vii) the effect of any applicable fraudulent conveyance or transfer, voidable preference or other similar law affecting the rights of creditors or secured parties.

We express no opinion regarding any security interest in any copyrights, patents, trademarks, service marks or other intellectual property, the proceeds thereof or money due with respect to the lease, license or use thereof except to the extent Article 9 of the UCC may be applicable to the foregoing and, without limiting the generality of the foregoing, we express no opinion as to the effect of any federal laws relating to copyrights, patents, trademarks, service marks or other intellectual property on the opinions expressed herein.

In rendering the opinions expressed herein regarding a security interest in any Collateral, we note that (i) the security interest relates to, and will therefore be subject to and limited by, the terms of any document evidencing such Collateral and any agreement under which such Collateral exists, and (ii) the

realization of the benefits of the security interest may also be limited by the rights, claims and defenses of any other party to any such document or agreement.

In rendering any opinion expressed herein regarding perfection of any security interest, we also note that (i) perfection of the security interest in proceeds is limited to the extent that such security interest will be perfected only if possession thereof is obtained or as otherwise provided in Sections 9-315 and 9-322 of the UCC, (ii) perfection of the security interest may be governed by laws other than the UCC on the date hereof to the extent that any of the Collateral in which the security interest has been perfected by possession becomes located in a State other than in which presently located or, to the extent that the security interest in any Collateral has been perfected by filing, (A) the chief executive office of any debtor named in any financing statement becomes located in a jurisdiction other than in which presently located, or (B) the jurisdiction of the organization of any debtor named in any financing statement becomes a jurisdiction other than in which presently organized, and (iii) any purchaser of an instrument who gives new value and takes possession of it in good faith and without knowledge that the purchase violates the rights of a secured party under Section 9-330 of the UCC would, under certain circumstances, take priority over a security interest granted by a debtor to that secured party in any instrument so purchased.

In rendering any opinion expressed herein regarding perfection of any security interest, we also note that Section 552 of the Bankruptcy Code limits the extent to which property acquired by a debtor after the commencement of a case under the Bankruptcy Code may be subject to a security interest arising from an agreement entered into by the debtor before the commencement of such case. In addition, we note that a trustee in Bankruptcy for a debtor would have rights under various sections of the Bankruptcy Code to deal with Collateral in which secured parties have a perfected security interest, including without limitation the right under Section 363 of the Bankruptcy Code to sell or use such Collateral subject to the requirement that adequate protection be provided to the parties with interests therein, and the right under Section 506(c) of the Bankruptcy Code to recover from such Collateral the costs of disposition.

In rendering this opinion letter, we also note that Section 541(d) of the Bankruptcy Code provides that property in which a debtor holds only legal title and not an equitable interest, becomes property of the bankruptcy estate of the debtor to the extent of such legal title but not to the extent of any ownership or other equitable interest that the debtor does not hold.

We call to your attention the fact that we have been engaged as special counsel to the Companies solely in connection with the transactions provided for in the Transaction Documents, and that the Companies may be regularly represented in legal matters by law firms other than Faegre & Benson LLP. Except to the extent otherwise set forth above, for purposes of our opinion we have not conducted any investigation or performed any other examination or review, including, without limitation, any of the following actions: (i) a review of any files belonging to the Companies which are not presently in our possession, including, without limitation, files held by other counsel or predecessor counsel to the Companies; (ii) an examination of the records of any court, arbitrator or similar tribunal; (iii) a review of the official records of any county recorder to determine whether any third parties have filed instruments which purport to assert claims against the Companies; (iv) a review of the official records of any county recorder, any Secretary of State, the United States Patent and Trademark Office, or any other government agency or authority to determine whether any third parties have filed instruments which purpose to document a security interest, lien or encumbrance with respect to any assets of the Companies; or (v) a discussion with any attorneys in our firm (other than any attorneys working on the transactions provided for in the Transaction Documents) or any other third parties.

As to questions of fact (but not facts constituting legal conclusions) material to our opinions and as to the accuracy of the representations and warranties made by Companies in the Transaction

Documents, we have, without independent investigation, relied upon the Opinion Certificate. Although we have not made any independent investigation or verification of any of the matters set forth therein, nothing has come to our attention which would indicate that reliance on any of the foregoing would be unreasonable.

Based upon the foregoing, and subject to the assumptions, qualifications, exceptions and limitations set forth herein, it is our opinion that:

1. The Companies are corporations duly formed, validly existing and in good standing under the laws of the State of Colorado.

2. The execution, delivery and performance of each of the Transaction Documents and the consummation of the transactions contemplated by the Transaction Documents to which the Companies are a party have been duly authorized by the Companies, and each such Transaction Document has been duly executed and delivered by the Companies.

3. The Companies have all necessary corporate power and authority to execute and deliver, and perform their obligations under, each of the Transaction Documents to which they are a party.

4. Neither the execution and delivery by the Companies of the Transaction Documents to which they are a party, nor the performance by the Companies of their obligations thereunder in accordance with the terms thereof: (i) violates any provision of the Companies' Articles or Bylaws; (ii) violates any laws of the State of Colorado; or (iii) requires the consent or approval of, or any filing or registration with, any State of Colorado governmental authority or, to our knowledge, any Colorado court other than (a) those which have been obtained or filed, and (b) any consents, approvals or filings required in connection with the exercise of certain remedies under the Transaction Documents to the extent required pursuant to the terms thereof.

5. The Security Documents each create, for the benefit of the Secured Parties (as such term is defined in the Security Agreement), a valid security interest which has attached in all right, title and interest of the Companies in and to the Collateral (as defined in the Security Agreement) and the proceeds thereof, (i) which security interest in each Note will be perfected upon the delivery thereof to the Collateral Agent pursuant to and in accordance with the Security Agreement, and (ii) which security interest in any portion of the Collateral and the proceeds thereof, which can be perfected by filing under the UCC, will be perfected upon the filing of the Financing Statement in the office of the Colorado Secretary of State. The Financing Statement is in appropriate form for filing in the office of the Colorado Secretary of State.

6. The choice of the law of the State of New York as the governing law of the Transaction Documents will be recognized and given effect by the courts of the State of Colorado but if the law of the State of Colorado were nevertheless held to be applicable to the Transaction Documents the agreement would be a binding obligation of the Companies enforceable in accordance with its terms under the law of the State of Colorado.

In rendering the foregoing opinions, we have assumed, with your consent:

(a) The genuineness of the signatures not witnessed;

(b) The authenticity, accuracy and completeness of documents submitted as originals and the conformity to originals of documents submitted as copies;

(c) The legal capacity of all natural persons who executed the Transaction Documents and the Opinion Certificate;

(d) The Articles as filed with the Secretary of State are the actual and current articles of incorporation of the Companies, and none of the Articles, the Bylaws or the Board Consent have been amended, modified, rescinded or superseded;

(e) The Transaction Documents accurately describe and contain the understandings of each and every party thereto, and there are no oral or written statements or agreements by any of the parties to the Transaction Documents that modify, amend, or vary, or purport to modify, amend, or vary, any of the terms of the Transaction Documents; and

(f) The Transaction Documents have been duly authorized by all requisite entity action on the part of each of the parties thereto other than the Companies (collectively, the "*Other Parties*"), the execution, delivery and performance of the Transaction Documents by the Other Parties will not conflict with or violate any provision of any charter document, law, rule or regulation, judgment, order or decree, or agreement or other document binding upon or applicable to the Other Parties or their respective assets, all consents required of the Other Parties in connection with the authorization, execution, delivery and performance of the Transaction Documents, as well as all third party consents, have been obtained or waived, and each of the Transaction Documents has been duly executed and delivered by, and constitutes the legal, valid and binding obligation of each party thereto, enforceable in accordance with its terms.

The opinions set forth above are subject to the following qualifications, comments and limitations:

(i) As used in this opinion, the phrase "to our knowledge," or words of similar import, mean, as to matters of fact, that, to the actual knowledge of the attorneys within our firm principally responsible for the transaction contemplated by the Transaction Documents, but without any independent factual investigation or verification of any kind, such matters are factually correct;

(ii) This opinion letter is limited to the matters stated herein and no opinion is implied or may be inferred beyond the matters expressly stated. The opinions expressed in this letter are based upon the law in effect, and factual matters as they exist, on the date hereof, and we assume no obligation to revise or supplement this opinion should such law be changed by any legislative action, judicial decision or otherwise;

(iii) To the extent that the any of the Transaction Documents are incomplete, contain blanks, or refer to other agreements or documents, we express no opinion as to what effect, if any, such incomplete matters, blanks, or other items may have on the matters covered by this letter;

(iv) We express no opinion (a) on the accuracy of any representation or warranty or the accuracy of any calculations, descriptions, or facts in the Transaction Documents or in any exhibit or schedule thereto or in any document referenced therein or related thereto; (b) as to the tax or accounting effects of, or the characterization of, the Transaction Documents or the transactions described therein; or (c) as to any disclosure or reporting obligations of the Company or any of the Other Parties and their respective participants, agents, successors and assigns with respect to the transactions contemplated by the Transaction Documents;

(v) Our opinion at Paragraph 1 is based solely upon the Good Standing Certificate and our opinion with respect to such matter is rendered as of the date of the Good Standing Certificate and limited accordingly;

(vi) Our opinion at Paragraph 2 is based solely upon our review of the Articles, the Bylaws, the Board Consent and the Opinion Certificate;

(vii) Our opinion in clause (iii) of Paragraph 4 is limited to those consents, approvals, filings or registrations required by Colorado law and excludes any consents, approvals, filings or registrations required to be made with any Colorado state or local governmental authority or which are otherwise required under any provision of Colorado law in each case by virtue of the applicable terms of the laws of the State of New York;

(viii) Anything in this opinion to the contrary notwithstanding, we express no opinion concerning (a) ownership of any property or the holding by the Companies of any interest in any

property, (b) the validity, enforceability or binding nature of the Transaction Documents or any rights or remedies under such Transaction Documents, or (c) the creation, perfection or priority of any lien or security interest, including with respect to any future or optional advance of loan proceeds; and

(ix) The opinions expressed in this letter do not (a) cover the effect of the Transaction Documents with respect to any prior credit agreements, loan facilities or other financings of the Companies, or (b) cover the effect or supplement to any of the Transaction Documents or the validity or enforceability of any amendments(s) or supplement(s) thereto, including without limitation any refinancings, modifications, extensions, waivers, or releases. Except to the extent provided herein, we are not opining as to any transaction, event or occurrence contemplated by the Transaction Documents that is to occur or may occur after the date of this Opinion Letter.

This Opinion Letter is rendered solely to the Initial Purchasers and their permitted successors and assigns, and solely in connection with the Transaction Documents and the transactions contemplated thereby, and may not be relied upon by any Initial Purchaser, its successors and assigns, or by any other person for any other purpose; provided, however, that this opinion may be relied upon by the Initial Purchasers' attorneys in connection with the Transaction Documents and the transactions contemplated thereby. This opinion letter is not to be referred to, or quoted in, any document, report, or financial statement or filed with, or delivered to, any governmental agency or any other person or entity without our prior written consent.

Very truly yours,

/s/ Faegre & Benson, LLP

FAEGRE & BENSON, LLP

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Exhibit 5.11

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Exhibit 12.1

Computation of Ratio of Earnings to Fixed Charges

	Years Ended					Six Months Ended
	12/31/2006	12/31/2007	12/28/2008	12/27/2009	12/26/2010	6/26/2011
Income (loss) from continuing operations from Form 10-K December 26, 2010 and Form 10-Q June 26, 2011	(41.2)	(27.2)	(104.0)	(38.3)	14.6	(9.1)
Add back:						
Income taxes	14.5	1.3	(0.7)	1.0	(12.7)	(0.3)
Pretax income/(loss) from continuing operations	**(26.7)**	**(25.9)**	**(104.7)**	**(37.3)**	**1.9**	(9.4)
Fixed Charges(1)						
Interest expense	1.9	1.6	10.4	10.6	22.4	19.8
Interest component of rent expense—estimated	1.3	1.4	2.1	2.4	2.3	1.4
Interest expense—discontinued operations	0.0	2.2	0.0	0.0	0.0	0.0
Total fixed charges	**3.2**	**5.2**	**12.5**	**13.0**	**24.7**	21.2
Earning plus fixed charges	(23.5)	(20.7)	(92.2)	(24.3)	26.6	11.8
Ratio of earnings to fixed charges	—(2)	—(2)	—(2)	—(2)	1.1	—(2)

(1) Fixed charges consist of interest expense, which includes amortization of deferred finance charges on our credit facility and interest expense on our lease obligations. The interest component of rent was estimated to be one-third of net rental expense, which we believe is representative of the interest factor.

(2) Due to the losses for the years ended December 31, 2006, December 31, 2007, December 28, 2008, December 27, 2009, and six months ended June 26, 2011, the coverage ratio was less than 1:1 for these periods. we would have had to generate additional earnings of $26.7 million for the year ended December 31, 2006, $25.9 million for the year ended December 31, 2007, $104.7 million for the year ended December 28, 2008, $37.3 for the year ended December 27, 2009, and $9.4 million for the six months ended June 26, 2011 to have achieved a coverage ratio of 1:1.

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Exhibit 21.1

LIST OF SUBSIDIARIES

Exact Name of Registrant as Specified in its Charter	State or other Jurisdiction of Incorporation or Organization
Airorlite Communications, Inc.	New Jersey
Avtec Systems, Inc.	Virginia
Charleston Marine Containers, Inc.	Delaware
CVG, Incorporated	Virginia
Dallastown Realty I, LLC	Delaware
Dallastown Realty II, LLC	Delaware
DEI Services Corporation	Florida
Digital Fusion, Inc.	Delaware
Digital Fusion Solutions, Inc.	Florida
Diversified Security Solutions, Inc.	New York
DTI Associates, Inc.	Virginia
EW Simulation Technology Ltd.	United Kingdom
General Microwave Corporation	New York
General Microwave Israel Corporation	Delaware
General Microwave Israel (1987) Ltd.	Israel
Gichner Holdings, Inc.	Delaware
Gichner Systems Group, Inc.	Delaware
Haverstick Consulting, Inc.	Indiana
Haverstick Government Solutions, Inc.	Ohio
Henry Bros. Electronics, Inc.	California
Henry Bros. Electronics, Inc.	Colorado
Henry Bros. Electronics, Inc.	Delaware
Henry Bros. Electronics, Inc.	New Jersey
Henry Bros. Electronics, Inc.	Virginia
Henry Bros. Electronics, L.L.C.	Arizona
Herley GMI Eyal Ltd.	Israel
Herley Industries, Inc.	Delaware
Herley-CTI, Inc.	Delaware
HGS Holdings, Inc.	Indiana
Integral Systems, Inc.	Maryland
IRIS Acquisition Sub LLC	Maryland
Kratos Defense Engineering Solutions, Inc.	Delaware
Kratos Integral Systems International, Inc.	California
Kratos Mid-Atlantic, Inc.	Delaware
Kratos Public Safety & Security Solutions, Inc.	Delaware
Kratos Southwest, L.P.	Texas
Kratos Technology & Training Solutions, Inc.	California
Kratos Texas, Inc.	Texas
Lumistar, Inc.	Maryland
LVDM, Inc.	Nevada
Madison Research Corporation	Alabama
Micro Systems, Inc.	Florida
MSI Acquisition Corp.	Delaware
National Safe of California, Inc.	California
Newpoint Technologies, Inc.	Delaware
Real Time Logic, Inc.	Colorado
Rocket Support Services, LLC	Indiana

Exact Name of Registrant as Specified in its Charter	State or other Jurisdiction of Incorporation or Organization
SAT Corporation	California
SCT Acquisition, LLC	Delaware
SCT Real Estate, LLC	Delaware
Stapor Research, Inc.	Virginia
WFI NMC Corp.	Delaware

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Exhibit 23.3

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We have issued our reports dated March 1, 2011 with respect to the consolidated financial statements and internal control over financial reporting included in the Annual Report on Form 10-K for the year ended December 26, 2010 of Kratos Defense & Security Solutions, Inc., which are incorporated by reference in this Registration Statement. We consent to the incorporation by reference in the Registration Statement of the aforementioned reports, and to the use of our name as it appears under the caption "Experts."

/s/ GRANT THORNTON LLP

San Diego, California
October 24, 2011

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Exhibit 23.4

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the use of our report dated December 8, 2010, with respect to the consolidated balance sheet of Integral Systems, Inc. and subsidiaries as of September 24, 2010, and the related consolidated statements of operations, stockholders' equity and comprehensive income (loss), and cash flows for the year ended September 24, 2010 and the effectiveness of internal control over financial reporting as of September 24, 2010, incorporated herein by reference and to the reference to our firm under the heading "Experts" in the prospectus.

Our report dated December 8, 2010, on the effectiveness of internal control over financial reporting as of September 24, 2010, expresses our opinion that Integral Systems, Inc. and subsidiaries did not maintain effective internal control over financial reporting as of September 24, 2010 because of the effect of a material weakness on the achievement of the objectives of the control criteria and contains an explanatory paragraph that states a material weakness related to a lack of sufficient qualified accounting resources has been identified and included in management's assessment.

/s/ KPMG LLP

Baltimore, Maryland
October 24, 2011

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Exhibit 23.5

Consent of Independent Registered Public Accounting Firm

We consent to the reference to our firm under the caption "Experts" in the Registration Statement on Form S-4 and related Prospectus of Kratos Defense & Security Solutions, Inc. for the exchange of registered 10% Senior Secured Notes due 2017 for the outstanding unregistered 10% Senior Secured Notes due 2017 and to the incorporation by reference therein of our report dated December 9, 2009, except for Note 14, as to which the date is December 8, 2010, with respect to the consolidated financial statements of Integral Systems, Inc. and subsidiaries included in the Form 8-K/A of Kratos Defense & Security Solutions, Inc. filed on October 11, 2011 with the Securities and Exchange Commission.

/s/ ERNST & YOUNG LLP

McLean, Virginia
October 24, 2011

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Exhibit 23.6

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We have issued our reports dated October 14, 2010 with respect to the consolidated financial statements, schedule and internal control over financial reporting included in the Annual Report on Form 10-K for the 52 week period ended August 1, 2010 of Herley Industries, Inc. included in the Form 8-K of Kratos Defense & Security Solutions, Inc. dated February 7, 2011, which are incorporated by reference in this Registration Statement. We consent to the incorporation by reference in the Registration Statement of the aforementioned reports, and to the use of our name as it appears under the caption "Experts."

/s/ GRANT THORNTON LLP

Philadelphia, Pennsylvania
October 24, 2011

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Exhibit 23.7

INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM'S CONSENT

We consent to the incorporation by reference in the Registration Statement of Kratos Defense & Security Solutions, Inc. on Form S-4 (the "Registration Statement") of our report dated October 16, 2009 with respect to our audit of the consolidated financial statements and related consolidated financial statement schedule of Herley Industries, Inc. as of August 2, 2009 and for the fifty-two (52) weeks ended August 2, 2009 and the fifty-three (53) weeks ended August 3, 2008, which report appears in the Current Report on Form 8-K/A of Kratos Defense & Security Solutions, Inc. dated April 11, 2011 We also consent to the reference to our Firm under the heading "Experts" in the prospectus which is a part of the Registration Statement.

We were dismissed as auditors on February 17, 2010, effective immediately after the filing of Herley Industries, Inc.'s quarterly report on Form 10-Q for the quarter ended January 31, 2010, which was filed with the SEC on March 11, 2010 and, accordingly, we have not performed any audit or review procedures with respect to any financial statements appearing in such prospectus supplement for the periods after the filing of the Form 10-Q for the quarter ended January 31, 2010, which was filed with the SEC on March 11, 2010.

/s/ Marcum LLP

Marcum LLP
Melville, NY
October 24, 2011

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Exhibit 23.8

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in the Registration Statements of Kratos Defense & Security Solutions, Inc. on Form S-4 of our report dated October 4, 2010, relating to the financial statements of General Microwave Israel Corp not presented separately herein, appearing in Annex B to the Prospectus Supplement of Kratos Defense & Security Solutions, Inc. ("Kratos") filed with the Securities and Exchange Commission on February 8, 2011, pursuant to Kratos' Registration Statement on Form S-3 (File No. 333-161340). We further consent to the reference to our firm under the caption "Experts" in the prospectus which is part of the registration statement on Form S-4.

/s/ BRIGHTMAN ALMAGOR ZOHAR & CO.

Certified Public Accountants

A member firm of Deloitte Touche Tohmatsu

Tel Aviv, Israel

October 24, 2011

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Exhibit 23.9

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTANTS

We hereby consent to the incorporation by reference in the Registration Statement on Form S-4 of Kratos Defense & Security Solutions, Inc. of our report dated March 12, 2010 on the consolidated financial statements of Henry Bros. Electronics, Inc. and Subsidiaries as of December 31, 2009 and 2008 and for each of the three years in the period ended December 31, 2009 included in the Current Report on Form 8-K/A filed by Kratos Defense & Security Solutions, Inc. on February 4, 2011, in this prospectus and elsewhere in the registration statement. We also consent to the reference to us under the heading "Experts" in such Registration Statement on Form S-4.

/s/ AMPER, POLITZINER & MATTIA LLP

October 24, 2011
Edison, New Jersey

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Exhibit 23.10

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in the Registration Statement on Form S-4 of Kratos Defense & Security Solutions, Inc. (including any post-effective amendments or prospectus supplements related thereto), to be dated on or about October 24, 2011, of our report dated March 24, 2010 on the consolidated financial statements of Gichner Holdings, Inc. and Subsidiaries as of and for the periods ending December 31, 2009 and 2008, our report dated April 4, 2008 on the consolidated financial statements of Gichner Holdings, Inc. and Subsidiaries as of and for the period ending December 31, 2007, and our report dated April 26, 2010 on the combined balance sheet of Gichner Systems Group, LLC and Related Entities as of August 22, 2007 and the related combined statements of operations, equity, and cash flows for the period from January 1, 2007 through August 22, 2007 (collectively, the "Incorporated Financials") and to the reference to our firm under the heading "Experts" in the prospectus which is part of the Registration Statement.

/s/ PLANTE & MORAN, PLLC

Cleveland, Ohio
October 24, 2011

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Exhibit 25.1

File No.

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM T-1

STATEMENT OF ELIGIBILITY UNDER THE TRUST INDENTURE ACT OF 1939
OF A CORPORATION DESIGNATED TO ACT AS TRUSTEE

o **CHECK IF AN APPLICATION TO DETERMINE ELIGIBILITY OF A TRUSTEE PURSUANT TO SECTION 305(b)(2)**

WILMINGTON TRUST, NATIONAL ASSOCIATION

(Exact name of trustee as specified in its charter)

16-1486454
(I.R.S. employer identification no.)

1100 North Market Street
Wilmington, DE 19890
(Address of principal executive offices)

Robert C. Fiedler
Vice President and Counsel
1100 North Market Street
Wilmington, Delaware 19890
(302) 651-8541
(Name, address and telephone number of agent for service)

KRATOS DEFENSE & SECURITY SOLUTIONS, INC.(1)

(Exact name of obligor as specified in its charter)

(1) SEE TABLE OF ADDITIONAL OBLIGORS

Delaware	**13-3818604**
(State of incorporation)	(I.R.S. employer identification no.)
4820 Eastgate Mall	
San Diego, California	
(Address of principal executive offices)	**92121**
	(Zip Code)

10% Senior Secured Notes due 2017
(Title of the indenture securities)

TABLE OF ADDITIONAL OBLIGORS

Exact name of Obligor as specified in its Charter*	State or other Jurisdiction of Incorporation or Organization	I.R.S. Employee Identification Number
AI Metrix, Inc.	Delaware	94-3406239
Airorlite Communications, Inc.	New Jersey	27-0109331
Avtec Systems, Inc.	Virginia	02-0354151
Charleston Marine Containers, Inc.	Delaware	13-3895313
CVG, Incorporated	Virginia	04-3743834
Dallastown Realty I, LLC	Delaware	13-3891517
Dallastown Realty II, LLC	Delaware	11-3531172
Defense Systems, Incorporated.	Virginia	54-1869791
DEI Services Corporation	Florida	59-3348607
Digital Fusion, Inc.	Delaware	13-3817344
Digital Fusion Solutions, Inc.	Florida	59-3443845
Diversified Security Solutions, Inc.	New York	20-3603298
DTI Associates, Inc.	Virginia	54-1462882
General Microwave Corporation	New York	11-1956350
General Microwave Israel Corporation	Delaware	11-2696835
Gichner Holdings, Inc.	Delaware	26-0537776
Gichner Systems Group, Inc.	Delaware	26-0537748
Gichner Systems International, Inc.	Delaware	13-3506543
Haverstick Consulting, Inc.	Indiana	35-1938389
Haverstick Government Solutions, Inc.	Ohio	61-1340684
Henry Bros. Electronics, Inc.	California	95-3613209
Henry Bros. Electronics, Inc.	Colorado	84-0600621
Henry Bros. Electronics, Inc.	Delaware	22-3690168
Henry Bros. Electronics, Inc.	New Jersey	22-3000080
Henry Bros. Electronics, Inc.	Virginia	54-1549782
Henry Bros. Electronics, L.L.C.	Arizona	86-0950878
Herley Industries, Inc.	Delaware	23-2413500
Herley-CTI, Inc.	Delaware	11-3544929
Herley-RSS, Inc.	Delaware	20-1529679
HGS Holdings, Inc.	Indiana	35-2198582
Integral Systems, Inc.	Maryland	52-1267968
IRIS Acquisition Sub LLC	Delaware	45-3455455
JMA Associates, Inc.	Delaware	52-2228456
Kratos Defense Engineering Solutions, Inc.	Delaware	33-0431023
Kratos Integral Systems International, Inc.	California	20-5651555
Kratos Mid-Atlantic, Inc.	Delaware	51-0261462
Kratos Public Safety & Security Solutions, Inc.	Delaware	33-0896808
Kratos Southeast, Inc.	Georgia	58-1885960
Kratos Southwest L.P.	Texas	74-2144182
Kratos Technology & Training Solutions, Inc.	California	95-2467354
Kratos Texas, Inc.	Texas	75-2982611
Lumistar, Inc.	Maryland	20-3520317
LVDM, Inc.	Nevada	20-2258462
Madison Research Corporation	Alabama	63-0934056
Micro Systems, Inc.	Florida	59-1654615
MSI Acquisition Corp.	Delaware	20-2204612
National Safe of California, Inc.	California	95-2865458
Newpoint Technologies, Inc.	Delaware	80-0013776
Polexis, Inc.	California	33-0717132
Real Time Logic, Inc.	Colorado	74-3063615
Reality Based IT Services, Ltd.	Maryland	52-2191091
Rocket Support Services, LLC	Indiana	20-5113660
SAT Corporation	California	77-0279975
SCT Acquisition, LLC	Delaware	20-1825624
SCT Real Estate, LLC	Delaware	N/A
Shadow I, Inc.	California	51-0569123
Shadow II, Inc.	California	20-3744832
Stapor Research, Inc.	Virginia	20-1666707
Summit Research Corporation	Alabama	63-1285794
WFI NMC Corp.	Delaware	33-0936782

Item 1. GENERAL INFORMATION. Furnish the following information as to the trustee:

(a) *Name and address of each examining or supervising authority to which it is subject.*

Comptroller of Currency, Washington, D.C.
Federal Deposit Insurance Corporation, Washington, D.C.

(b) *Whether it is authorized to exercise corporate trust powers.*

Yes.

Item 2. AFFILIATIONS WITH THE OBLIGOR. *If the obligor is an affiliate of the trustee, describe each affiliation:*

Based upon an examination of the books and records of the trustee and upon information furnished by the obligor, the obligor is not an affiliate of the trustee.

Item 16. LIST OF EXHIBITS. Listed below are all exhibits filed as part of this Statement of Eligibility and Qualification.

1. A copy of the Charter for Wilmington Trust, National Association, incorporated by reference to Exhibit 1 of Form T-1.

2. The authority of Wilmington Trust, National Association to commence business was granted under the Charter for Wilmington Trust, National Association, incorporated herein by reference to Exhibit 1 of Form T-1.

3. The authorization to exercise corporate trust powers was granted under the Charter for Wilmington Trust, National Association, incorporated herein by reference to Exhibit 1 of Form T-1.

4. A copy of the existing By-Laws of Trustee, as now in effect, incorporated herein by reference to Exhibit 4 of form T-1.

5. Not applicable.

6. The consent of Trustee as required by Section 321(b) of the Trust Indenture Act of 1939, incorporated herein by reference to Exhibit 6 of Form T-1.

7. Current Report of the Condition of Trustee, published pursuant to law or the requirements of its supervising or examining authority, attached as Exhibit 7.

8. Not applicable.

9. Not applicable.

SIGNATURE

Pursuant to the requirements of the Trust Indenture Act of 1939, as amended, the trustee, Wilmington Trust, National Association, a national banking association organized and existing under the laws of the United States of America, has duly caused this Statement of Eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of Minneapolis and State of Minnesota on the 24th day of October, 2011.

WILMINGTON TRUST,
NATIONAL ASSOCIATION

/s/Jane Schweiger

By: _____
Name: Jane Y. Schweiger
Title: Vice President

EXHIBIT 1

CHARTER OF WILMINGTON TRUST, NATIONAL ASSOCIATION

ARTICLES OF ASSOCIATION
OF
WILMINGTON TRUST, NATIONAL ASSOCIATION

For the purpose of organizing an association to perform any lawful activities of national banks, the undersigned do enter into the following articles of association:

FIRST. The title of this association shall be Wilmington Trust, National Association.

SECOND. The main office of the association shall be in the City of Wilmington, County of New Castle, State of Delaware. The general business of the association shall be conducted at its main office and its branches.

THIRD. The board of directors of this association shall consist of not less than five nor more than twenty-five persons, unless the OCC has exempted the bank from the 25-member limit. The exact number is to be fixed and determined from time to time by resolution of a majority of the full board of directors or by resolution of a majority of the shareholders at any annual or special meeting thereof. Each director shall own common or preferred stock of the association or of a holding company owning the association, with an aggregate par, fair market or equity value $1,000. Determination of these values may be based as of either (i) the date of purchase or (ii) the date the person became a director, whichever value is greater. Any combination of common or preferred stock of the association or holding company may be used.

Any vacancy in the board of directors may be filled by action of a majority of the remaining directors between meetings of shareholders. The board of directors may not increase the number of directors between meetings of shareholders to a number which:

(1) exceeds by more than two the number of directors last elected by shareholders where the number was 15 or less; or

(2) exceeds by more than four the number of directors last elected by shareholders where the number was 16 or more, but in no event shall the number of directors exceed 25, unless the OCC has exempted the bank from the 25-member limit.

Directors shall be elected for terms of one year and until their successors are elected and qualified. Terms of directors, including directors selected to fill vacancies, shall expire at the next regular meeting of shareholders at which directors are elected, unless the directors resign or are removed from office. Despite the expiration of a director's term, the director shall continue to serve until his or her successor is elected and qualifies or until there is a decrease in the number of directors and his or her position is eliminated.

Honorary or advisory members of the board of directors, without voting power or power of final decision in matters concerning the business of the association, may be appointed by resolution of a majority of the full board of directors, or by resolution of shareholders at any annual or special meeting. Honorary or advisory directors shall not be counted to determine the number of directors of the association or the presence of a quorum in connection with any board action, and shall not be required to own qualifying shares.

FOURTH. There shall be an annual meeting of the shareholders to elect directors and transact whatever other business may be brought before the meeting. It shall be held at the main office or any other convenient place the board of directors may designate, on the day of each year specified therefor in the bylaws, or, if that day falls on a legal holiday in the state in which the association is located, on the next following banking day. If no election is held on the day fixed, or in the event of a legal holiday on the following banking day, an election may be held on any subsequent day within 60 days of the day fixed, to be designated by the board of directors, or, if the directors fail to fix the day, by shareholders representing two-thirds of the shares issued and outstanding. In all cases at least 10 days advance notice of the time, place and purpose of a shareholders' meeting shall be given to the shareholders by first class mail, unless the OCC determines that an emergency circumstance exists. The sole shareholder of the bank is permitted to waive notice of the shareholders' meeting.

In all elections of directors, the number of votes each common shareholder may cast will be determined by multiplying the number of shares such shareholder owns by the number of directors to be elected. Those votes may be cumulated and cast for a single candidate or may be distributed among two or more candidates in the manner selected by the shareholder. If, after the first ballot, subsequent ballots are necessary to elect directors, a shareholder may not vote shares that he or she has already fully cumulated and voted in favor of a successful candidate. On all other questions, each common shareholder shall be entitled to one vote for each share of stock held by him or her.

Nominations for election to the board of directors may be made by the board of directors or by any stockholder of any outstanding class of capital stock of the association entitled to vote for election of directors. Nominations other than those made by or on behalf of the existing management shall be made in writing and be delivered or mailed to the president of the association not less than 14 days nor more than 50 days prior to any meeting of shareholders called for the election of directors; provided, however, that if less than 21 days notice of the meeting is given to shareholders, such nominations shall be mailed or delivered to the president of the association not later than the close of business on the seventh day following the day on which the notice of meeting was mailed. Such notification shall contain the following information to the extent known to the notifying shareholder:

(1) The name and address of each proposed nominee.

(2) The principal occupation of each proposed nominee.

(3) The total number of shares of capital stock of the association that will be voted for each proposed nominee.

(4) The name and residence address of the notifying shareholder.

(5) The number of shares of capital stock of the association owned by the notifying shareholder.

Nominations not made in accordance herewith may, in his/her discretion, be disregarded by the chairperson of the meeting, and the vote tellers may disregard all votes cast for each such nominee. No bylaw may unreasonably restrict the nomination of directors by shareholders.

A director may resign at any time by delivering written notice to the board of directors, its chairperson, or to the association, which resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

A director may be removed by shareholders at a meeting called to remove the director, when notice of the meeting stating that the purpose or one of the purposes is to remove the director is provided, if there is a failure to fulfill one of the affirmative requirements for qualification, or for cause; provided, however, that a director may not be removed if the number of votes sufficient to elect the director under cumulative voting is voted against the director's removal.

FIFTH. The authorized amount of capital stock of this association shall be three million (3,000,000) shares of common stock of the par value of one dollar ($1.00) each; but said capital stock may be increased or decreased from time to time, according to the provisions of the laws of the United States.

No holder of shares of the capital stock of any class of the association shall have any preemptive or preferential right of subscription to any shares of any class of stock of the association, whether now or hereafter authorized, or to any obligations convertible into stock of the association, issued, or sold, nor any right of subscription to any thereof other than such, if any, as the board of directors, in its discretion, may from time to time determine and at such price as the board of directors may from time to time fix. Preemptive rights also must be approved by a vote of holders of two-thirds of the bank's outstanding voting shares.

Unless otherwise specified in these articles of association or required by law, (1) all matters requiring shareholder action, including amendments to the articles of association, must be approved by shareholders owning a majority voting interest in the outstanding voting stock, and (2) each shareholder shall be entitled to one vote per share.

Unless otherwise specified in these articles of association or required by law, all shares of voting stock shall be voted together as a class, on any matters requiring shareholder approval. If a proposed amendment would affect two or more classes or series in the same or a substantially similar way, all the classes or series so affected must vote together as a single voting group on the proposed amendment.

Shares of one class or series may be issued as a dividend for shares of the same class or series on a pro rata basis and without consideration. Shares of one class or series may be issued as share dividends for a different class or series of stock if approved by a majority of the votes entitled to be cast by the class or series to be issued, unless there are no outstanding shares of the class or series to be issued. Unless otherwise provided by the board of directors, the record date for determining shareholders entitled to a share dividend shall be the date authorized by the board of directors for the share dividend.

Unless otherwise provided in the bylaws, the record date for determining shareholders entitled to notice of and to vote at any meeting is the close of business on the day before the first notice is mailed or otherwise sent to the shareholders, provided that in no event may a record date be more than 70 days before the meeting.

If a shareholder is entitled to fractional shares pursuant to a stock dividend, consolidation or merger, reverse stock split or otherwise, the association may: (a) issue fractional shares; (b) in lieu of the issuance of fractional shares, issue script or warrants entitling the holder to receive a full share upon surrendering enough script or warrants to equal a full share; (c) if there is an established and active market in the association's stock, make reasonable arrangements to provide the shareholder with an opportunity to realize a fair price through sale of the fraction, or purchase of the additional fraction required for a full share; (d) remit the cash equivalent of the fraction to the shareholder; or (e) sell full shares representing all the fractions at public auction or to the highest bidder after having solicited and received sealed bids from at least three licensed stock brokers; and distribute the proceeds pro rata to shareholders who otherwise would be entitled to the fractional shares. The holder of a fractional share is entitled to exercise the rights for shareholder, including the right to vote, to receive dividends, and to participate in the assets of the association upon liquidation, in proportion to the fractional interest. The holder of script or warrants is not entitled to any of these rights unless the script or warrants explicitly provide for such rights. The script or warrants may be subject to such additional conditions as: (1) that the script or warrants will become void if not exchanged for full shares before a specified date; and (2) that the shares for which the script or warrants are exchangeable may be sold at the option of the association and the proceeds paid to scriptholders.

The association, at any time and from time to time, may authorize and issue debt obligations, whether or not subordinated, without the approval of the shareholders. Obligations classified as debt, whether or not subordinated, which may be issued by the association without the approval of shareholders, do not carry voting rights on any issue, including an increase or decrease in the aggregate number of the securities, or the exchange or reclassification of all or part of securities into securities of another class or series.

SIXTH. The board of directors shall appoint one of its members president of this association, and one of its members chairperson of the board and shall have the power to appoint one or more vice presidents, a secretary who shall keep minutes of the directors' and shareholders' meetings and be responsible for authenticating the records of the association, and such other officers and employees as may be required to transact the business of this association. A duly appointed officer may appoint one or more officers or assistant officers if authorized by the board of directors in accordance with the bylaws.

The board of directors shall have the power to:

(1) Define the duties of the officers, employees, and agents of the association.

(2) Delegate the performance of its duties, but not the responsibility for its duties, to the officers, employees, and agents of the association.

(3) Fix the compensation and enter into employment contracts with its officers and employees upon reasonable terms and conditions consistent with applicable law.

(4) Dismiss officers and employees.

(5) Require bonds from officers and employees and to fix the penalty thereof.

(6) Ratify written policies authorized by the association's management or committees of the board.

(7) Regulate the manner in which any increase or decrease of the capital of the association shall be made, provided that nothing herein shall restrict the power of shareholders to increase or decrease the capital of the association in accordance with law, and nothing shall raise or lower from two-thirds the percentage required for shareholder approval to increase or reduce the capital.

(8) Manage and administer the business and affairs of the association.

(9) Adopt initial bylaws, not inconsistent with law or the articles of association, for managing the business and regulating the affairs of the association.

(10) Amend or repeal bylaws, except to the extent that the articles of association reserve this power in whole or in part to shareholders.

(11) Make contracts.

(12) Generally perform all acts that are legal for a board of directors to perform.

SEVENTH. The board of directors shall have the power to change the location of the main office to any other place within the limits of Wilmington, Delaware, without the approval of the shareholders, or with a vote of shareholders owning two-thirds of the stock of such association for a relocation outside such limits and upon receipt of a certificate of approval from the Comptroller of the Currency, to any other location within or outside the limits of Wilmington Delaware, but not more than 30 miles beyond such limits. The board of directors shall have the power to establish or change the location of any branch or branches of the association to any other location permitted under applicable law, without approval of shareholders, subject to approval by the Comptroller of the Currency.

EIGHTH. The corporate existence of this association shall continue until termination according to the laws of the United States.

NINTH. The board of directors of this association, or any one or more shareholders owning, in the aggregate, not less than 50 percent of the stock of this association, may call a special meeting of shareholders at any time. Unless otherwise provided by the bylaws or the laws of the United States, a notice of the time, place, and purpose of every annual and special meeting of the shareholders shall be given at least 10 days prior to the meeting by first-class mail, unless the OCC determines that an emergency circumstance exists. If the association is a wholly-owned subsidiary, the sole shareholder may waive notice of the shareholders' meeting. Unless otherwise provided by the bylaws or these articles, any action requiring approval of shareholders must be effected at a duly called annual or special meeting.

TENTH. For purposes of this Article Tenth, the term "institution-affiliated party" shall mean any institution-affiliated party of the association as such term is defined in 12 U.S.C. 1813(u).

Any institution-affiliated party (or his or her heirs, executors or administrators) may be indemnified or reimbursed by the association for reasonable expenses actually incurred in connection with any threatened, pending or completed actions or proceedings and appeals therein, whether civil, criminal, governmental, administrative or investigative, in accordance with and to the fullest extent permitted by law, as such law now or hereafter exists; provided, however, that when an administrative proceeding or action instituted by a federal banking agency results in a final order or settlement pursuant to which such person: (i) is assessed a civil money penalty, (ii) is removed from office or prohibited from participating in the conduct of the affairs of the association, or (iii) is required to

cease and desist from or to take any affirmative action described in 12 U.S.C. 1818(b) with respect to the association, then the association shall require the repayment of all legal fees and expenses advanced pursuant to the next succeeding paragraph and may not indemnify such institution-affiliated parties (or their heirs, executors or administrators) for expenses, including expenses for legal fees, penalties or other payments incurred. The association shall provide indemnification in connection with an action or proceeding (or part thereof) initiated by an institution-affiliated party (or by his or her heirs, executors or administrators) only if such action or proceeding (or part thereof) was authorized by the board of directors.

Expenses incurred by an institution-affiliated party (or by his or her heirs, executors or administrators) in connection with any action or proceeding under 12 U.S.C. 164 or 1818 may be paid by the association in advance of the final disposition of such action or proceeding upon (a) a determination by the board of directors acting by a quorum consisting of directors who are not parties to such action or proceeding that the institution-affiliated party (or his or her heirs, executors or administrators) has a reasonable basis for prevailing on the merits, (b) a determination that the indemnified individual (or his or her heirs, executors or administrators) will have the financial capacity to reimburse the bank in the event he or she does not prevail, (c) a determination that the payment of expenses and fees by the association will not adversely affect the safety and soundness of the association, and (d) receipt of an undertaking by or on behalf of such institution-affiliated party (or by his or her heirs, executors or administrators) to repay such advancement in the event of a final order or settlement pursuant to which such person: (i) is assessed a civil money penalty, (ii) is removed from office or prohibited from participating in the conduct of the affairs of the association, or (iii) is required to cease and desist from or to take any affirmative action described in 12 U.S.C. 1818(b) with respect to the association. In all other instances, expenses incurred by an institution-affiliated party (or by his or her heirs, executors or administrators) in connection with any action or proceeding as to which indemnification may be given under these articles of association may be paid by the association in advance of the final disposition of such action or proceeding upon (a) receipt of an undertaking by or on behalf of such institution-affiliated party (or by or on behalf of his or her heirs, executors or administrators) to repay such advancement in the event that such institution affiliated party (or his or her heirs, executors or administrators) is ultimately found not to be entitled to indemnification as authorized by these articles of association and (b) approval by the board of directors acting by a quorum consisting of directors who are not parties to such action or proceeding or, if such a quorum is not obtainable, then approval by stockholders. To the extent permitted by law, the board of directors or, if applicable, the stockholders, shall not be required to find that the institution-affiliated party has met the applicable standard of conduct provided by law for indemnification in connection with such action or proceeding.

In the event that a majority of the members of the board of directors are named as respondents in an administrative proceeding or civil action and request indemnification, the remaining members of the board may authorize independent legal counsel to review the indemnification request and provide the remaining members of the board with a written opinion of counsel as to whether the conditions delineated in the first four paragraphs of this Article Tenth have been met. If independent legal counsel opines that said conditions have been met, the remaining members of the board of directors may rely on such opinion in authorizing the requested indemnification.

In the event that all of the members of the board of directors are named as respondents in an administrative proceeding or civil action and request indemnification, the board shall authorize independent legal counsel to review the indemnification request and provide the board with a written opinion of counsel as to whether the conditions delineated in the first four paragraphs of this Article Tenth have been met. If legal counsel opines that said conditions have been met, the board of directors may rely on such opinion in authorizing the requested indemnification.

To the extent permitted under applicable law, the rights of indemnification and to the advancement of expenses provided in these articles of association (a) shall be available with respect to events occurring prior to the adoption of these articles of association, (b) shall continue to exist after any restrictive amendment of these articles of association with respect to events occurring prior to such

amendment, (c) may be interpreted on the basis of applicable law in effect at the time of the occurrence of the event or events giving rise to the action or proceeding, or on the basis of applicable law in effect at the time such rights are claimed, and (d) are in the nature of contract rights which may be enforced in any court of competent jurisdiction as if the association and the institution-affiliated party (or his or her heirs, executors or administrators) for whom such rights are sought were parties to a separate written agreement.

The rights of indemnification and to the advancement of expenses provided in these articles of association shall not, to the extent permitted under applicable law, be deemed exclusive of any other rights to which any such institution affiliated party (or his or her heirs, executors or administrators) may now or hereafter be otherwise entitled whether contained in these articles of association, the bylaws, a resolution of stockholders, a resolution of the board of directors, or an agreement providing such indemnification, the creation of such other rights being hereby expressly authorized. Without limiting the generality of the foregoing, the rights of indemnification and to the advancement of expenses provided in these articles of association shall not be deemed exclusive of any rights, pursuant to statute or otherwise, of any such institution-affiliated party (or of his or her heirs, executors or administrators) in any such action or proceeding to have assessed or allowed in his or her favor, against the association or otherwise, his or her costs and expenses incurred therein or in connection therewith or any part thereof.

If this Article Tenth or any part hereof shall be held unenforceable in any respect by a court of competent jurisdiction, it shall be deemed modified to the minimum extent necessary to make it enforceable, and the remainder of this Article Tenth shall remain fully enforceable.

The association may, upon affirmative vote of a majority of its board of directors, purchase insurance to indemnify its institution-affiliated parties to the extent that such indemnification is allowed in these articles of association; provided, however, that no such insurance shall include coverage to pay or reimburse any institution-affiliated party for the cost of any judgment or civil money penalty assessed against such person in an administrative proceeding or civil action commenced by any federal banking agency. Such insurance may, but need not, be for the benefit of all institution-affiliated parties.

ELEVENTH. These articles of association may be amended at any regular or special meeting of the shareholders by the affirmative vote of the holders of a majority of the stock of this association, unless the vote of the holders of a greater amount of stock is required by law, and in that case by the vote of the holders of such greater amount. The association's board of directors may propose one or more amendments to the articles of association for submission to the shareholders.

EXHIBIT 4

BY-LAWS OF WILMINGTON TRUST, NATIONAL ASSOCIATION

BYLAWS

OF

WILMINGTON TRUST, NATIONAL ASSOCIATION

ARTICLE I

Meetings of Shareholders

Section 1. Annual Meeting. The annual meeting of the shareholders to elect directors and transact whatever other business may properly come before the meeting shall be held at the main office of the association, Rodney Square North, 1100 Market Street, City of Wilmington, State of Delaware, at 1:00 o'clock p.m. on the first Tuesday in March of each year, or at such other place and time as the board of directors may designate, or if that date falls on a legal holiday in Delaware, on the next following banking day. Notice of the meeting shall be mailed by first class mail, postage prepaid, at least 10 days and no more than 60 days prior to the date thereof, addressed to each shareholder at his/her address appearing on the books of the association. If, for any cause, an election of directors is not made on that date, or in the event of a legal holiday, on the next following banking day, an election may be held on any subsequent day within 60 days of the date fixed, to be designated by the board of directors, or, if the directors fail to fix the date, by shareholders representing two-thirds of the shares. In these circumstances, at least 10 days' notice must be given by first class mail to shareholders.

Section 2. Special Meetings. Except as otherwise specifically provided by statute, special meetings of the shareholders may be called for any purpose at any time by the board of directors or by any one or more shareholders owning, in the aggregate, not less than fifty percent of the stock of the association. Every such special meeting, unless otherwise provided by law, shall be called by mailing, postage prepaid, not less than 10 days nor more than 60 days prior to the date fixed for the meeting, to each shareholder at the address appearing on the books of the association a notice stating the purpose of the meeting.

The board of directors may fix a record date for determining shareholders entitled to notice and to vote at any meeting, in reasonable proximity to the date of giving notice to the shareholders of such meeting. The record date for determining shareholders entitled to demand a special meeting is the date the first shareholder signs a demand for the meeting describing the purpose or purposes for which it is to be held.

A special meeting may be called by shareholders or the board of directors to amend the articles of association or bylaws, whether or not such bylaws may be amended by the board of directors in the absence of shareholder approval.

If an annual or special shareholders' meeting is adjourned to a different date, time, or place, notice need not be given of the new date, time or place, if the new date, time or place is announced at the meeting before adjournment, unless any additional items of business are to be considered, or the association becomes aware of an intervening event materially affecting any matter to be voted on more than 10 days prior to the date to which the meeting is adjourned. If a new record date for the adjourned meeting is fixed, however, notice of the adjourned meeting must be given to persons who are shareholders as of the new record date. If, however, the meeting to elect the directors is adjourned before the election takes place, at least ten days' notice of the new election must be given to the shareholders by first-class mail.

Section 3. Nominations of Directors. Nominations for election to the board of directors may be made by the board of directors or by any stockholder of any outstanding class of capital stock of the association entitled to vote for the election of directors. Nominations, other than those made by or on behalf of the existing management of the association, shall be made in writing and shall be delivered or mailed to the president of the association and the Comptroller of the Currency, Washington, D.C., not less than 14 days nor more than 50 days prior to any meeting of shareholders called for the election of directors; *provided, however,* that if less than 21 days' notice of the meeting is given to shareholders,

such nomination shall be mailed or delivered to the president of the association not later than the close of business on the seventh day following the day on which the notice of meeting was mailed. Such notification shall contain the following information to the extent known to the notifying shareholder:

(1) The name and address of each proposed nominee;

(2) The principal occupation of each proposed nominee;

(3) The total number of shares of capital stock of the association that will be voted for each proposed nominee;

(4) The name and residence of the notifying shareholder; and

(5) The number of shares of capital stock of the association owned by the notifying shareholder.

Nominations not made in accordance herewith may, in his/her discretion, be disregarded by the chairperson of the meeting, and upon his/her instructions, the vote tellers may disregard all votes cast for each such nominee.

Section 4. Proxies. Shareholders may vote at any meeting of the shareholders by proxies duly authorized in writing, but no officer or employee of this association shall act as proxy. Proxies shall be valid only for one meeting, to be specified therein, and any adjournments of such meeting. Proxies shall be dated and filed with the records of the meeting. Proxies with facsimile signatures may be used and unexecuted proxies may be counted upon receipt of a written confirmation from the shareholder. Proxies meeting the above requirements submitted at any time during a meeting shall be accepted.

Section 5. Quorum. A majority of the outstanding capital stock, represented in person or by proxy, shall constitute a quorum at any meeting of shareholders, unless otherwise provided by law, or by the shareholders or directors pursuant to Article IX, Section 2, but less than a quorum may adjourn any meeting, from time to time, and the meeting may be held, as adjourned, without further notice. A majority of the votes cast shall decide every question or matter submitted to the shareholders at any meeting, unless otherwise provided by law or by the articles of association, or by the shareholders or directors pursuant to Article IX, Section 2. If a meeting for the election of directors is not held on the fixed date, at least 10 days' notice must be given by first-class mail to the shareholders.

ARTICLE II

Directors

Section 1. Board of Directors. The board of directors shall have the power to manage and administer the business and affairs of the association. Except as expressly limited by law, all corporate powers of the association shall be vested in and may be exercised by the board of directors.

Section 2. Number. The board of directors shall consist of not less than five nor more than twenty-five members, unless the OCC has exempted the bank from the 25-member limit. The exact number within such minimum and maximum limits is to be fixed and determined from time to time by resolution of a majority of the full board of directors or by resolution of a majority of the shareholders at any meeting thereof.

Section 3. Organization Meeting. The secretary or treasurer, upon receiving the certificate of the judges of the result of any election, shall notify the directors-elect of their election and of the time at which they are required to meet at the main office of the association, or at such other place in the cities of Wilmington, Delaware or Buffalo, New York, to organize the new board of directors and elect and appoint officers of the association for the succeeding year. Such meeting shall be held on the day of the election or as soon thereafter as practicable, and, in any event, within 30 days thereof. If, at the time fixed for such meeting, there shall not be a quorum, the directors present may adjourn the meeting, from time to time, until a quorum is obtained.

Section 4. Regular Meetings. The Board of Directors may, at any time and from time to time, by resolution designate the place, date and hour for the holding of a regular meeting, but in the absence of any such designation, regular meetings of the board of directors shall be held, without notice, on the first Tuesday of each March, June and September, and on the second Tuesday of each December at the main office or other such place as the board of directors may designate. When any regular meeting of the board of directors falls upon a holiday, the meeting shall be held on the next banking business day unless the board of directors shall designate another day.

Section 5. Special Meetings. Special meetings of the board of directors may be called by the Chairman of the Board of the association, or at the request of two or more directors. Each member of the board of directors shall be given notice by telegram, first class mail, or in person stating the time and place of each special meeting.

Section 6. Quorum. A majority of the entire board then in office shall constitute a quorum at any meeting, except when otherwise provided by law or these bylaws, but a lesser number may adjourn any meeting, from time to time, and the meeting may be held, as adjourned, without further notice. If the number of directors present at the meeting is reduced below the number that would constitute a quorum, no business may be transacted, except selecting directors to fill vacancies in conformance with Article II, Section 7. If a quorum is present, the board of directors may take action through the vote of a majority of the directors who are in attendance.

Section 7. Meetings by Conference Telephone. Any one or more members of the board of directors or any committee thereof may participate in a meeting of such board or committees by means of a conference telephone or similar communications equipment allowing all persons participating in the meeting to hear each other at the same time. Participation in a meeting by such means shall constitute presence in person at such meeting.

Section 8. Procedures. The order of business and all other matters of procedure at every meeting of the board of directors may be determined by the person presiding at the meeting.

Section 9. Removal of Directors. Any director may be removed for cause, at any meeting of stockholders notice of which shall have referred to the proposed action, by vote of the stockholders. Any director may be removed without cause, at any meeting of stockholders notice of which shall have referred to the proposed action, by the vote of the holders of a majority of the shares of the Corporation entitled to vote. Any director may be removed for cause, at any meeting of the directors notice of which shall have referred to the proposed action, by vote of a majority of the entire Board of Directors.

Section 10. Vacancies. When any vacancy occurs among the directors, a majority of the remaining members of the board of directors, according to the laws of the United States, may appoint a director to fill such vacancy at any regular meeting of the board of directors, or at a special meeting called for that purpose at which a quorum is present, or if the directors remaining in office constitute fewer than a quorum of the board of directors, by the affirmative vote of a majority of all the directors remaining in office, or by shareholders at a special meeting called for that purpose in conformance with Section 2 of Article I. At any such shareholder meeting, each shareholder entitled to vote shall have the right to multiply the number of votes he or she is entitled to cast by the number of vacancies being filled and cast the product for a single candidate or distribute the product among two or more candidates. A vacancy that will occur at a specific later date (by reason of a resignation effective at a later date) may be filled before the vacancy occurs but the new director may not take office until the vacancy occurs.

ARTICLE III

Committees of the Board

The board of directors has power over and is solely responsible for the management, supervision, and administration of the association. The board of directors may delegate its power, but none of its responsibilities, to such persons or committees as the board may determine.

The board of directors must formally ratify written policies authorized by committees of the board of directors before such policies become effective. Each committee must have one or more member(s), and who may be an officer of the association or an officer or director of any affiliate of the association, who serve at the pleasure of the board of directors. Provisions of the articles of association and these bylaws governing place of meetings, notice of meeting, quorum and voting requirements of the board of directors, apply to committees and their members as well. The creation of a committee and appointment of members to it must be approved by the board of directors.

Section 1. Loan Committee. There shall be a loan committee composed of not less than 2 directors, appointed by the board of directors annually or more often. The loan committee, on behalf of the bank, shall have power to discount and purchase bills, notes and other evidences of debt, to buy and sell bills of exchange, to examine and approve loans and discounts, to exercise authority regarding loans and discounts, and to exercise, when the board of directors is not in session, all other powers of the board of directors that may lawfully be delegated. The loan committee shall keep minutes of its meetings, and such minutes shall be submitted at the next regular meeting of the board of directors at which a quorum is present, and any action taken by the board of directors with respect thereto shall be entered in the minutes of the board of directors.

Section 2. Investment Committee. There shall be an investment committee composed of not less than 2 directors, appointed by the board of directors annually or more often. The investment committee, on behalf of the bank, shall have the power to ensure adherence to the investment policy, to recommend amendments thereto, to purchase and sell securities, to exercise authority regarding investments and to exercise, when the board of directors is not in session, all other powers of the board of directors regarding investment securities that may be lawfully delegated. The investment committee shall keep minutes of its meetings, and such minutes shall be submitted at the next regular meeting of the board of directors at which a quorum is present, and any action taken by the board of directors with respect thereto shall be entered in the minutes of the board of directors.

Section 3. Examining Committee. There shall be an examining committee composed of not less than 2 directors, exclusive of any active officers, appointed by the board of directors annually or more often. The duty of that committee shall be to examine at least once during each calendar year and within 15 months of the last examination the affairs of the association or cause suitable examinations to be made by auditors responsible only to the board of directors and to report the result of such examination in writing to the board of directors at the next regular meeting thereafter. Such report shall state whether the association is in a sound condition, and whether adequate internal controls and procedures are being maintained and shall recommend to the board of directors such changes in the manner of conducting the affairs of the association as shall be deemed advisable.

Notwithstanding the provisions of the first paragraph of this section, the responsibility and authority of the Examining Committee may, if authorized by law, be given over to a duly constituted audit committee of the association's parent corporation by a resolution duly adopted by the board of directors.

Section 4. Trust Audit Committee. There shall be a trust audit committee in conformance with Section 1 of Article V.

Section 5. Other Committees. The board of directors may appoint, from time to time, from its own members, compensation, special litigation and other committees of one or more persons, for such

purposes and with such powers as the board of directors may determine. However, a committee may not:

(1) Authorize distributions of assets or dividends;

(2) Approve action required to be approved by shareholders;

(3) Fill vacancies on the board of directors or any of its committees;

(4) Amend articles of association;

(5) Adopt, amend or repeal bylaws; or

(6) Authorize or approve issuance or sale or contract for sale of shares, or determine the designation and relative rights, preferences and limitations of a class or series of shares.

Section 6. Committee Members' Fees. Committee members may receive a fee for their services as committee members and traveling and other out-of-pocket expenses incurred in attending any meeting of a committee of which they are a member. The fee may be a fixed sum to be paid for attending each meeting or a fixed sum to be paid quarterly, or semiannually, irrespective of the number of meetings attended or not attended. The amount of the fee and the basis on which it shall be paid shall be determined by the Board of Directors.

ARTICLE IV

Officers and Employees

Section 1. Chairperson of the Board. The board of directors shall appoint one of its members to be the chairperson of the board to serve at its pleasure. Such person shall preside at all meetings of the board of directors. The chairperson of the board shall supervise the carrying out of the policies adopted or approved by the board of directors; shall have general executive powers, as well as the specific powers conferred by these bylaws; and shall also have and may exercise such further powers and duties as from time to time may be conferred upon or assigned by the board of directors.

Section 2. President. The board of directors shall appoint one of its members to be the president of the association. In the absence of the chairperson, the president shall preside at any meeting of the board of directors. The president shall have general executive powers and shall have and may exercise any and all other powers and duties pertaining by law, regulation, or practice to the office of president, or imposed by these bylaws. The president shall also have and may exercise such further powers and duties as from time to time may be conferred or assigned by the board of directors.

Section 3. Vice President. The board of directors may appoint one or more vice presidents. Each vice president shall have such powers and duties as may be assigned by the board of directors. One vice president shall be designated by the board of directors, in the absence of the president, to perform all the duties of the president.

Section 4. Secretary. The board of directors shall appoint a secretary, treasurer, or other designated officer who shall be secretary of the board of directors and of the association and who shall keep accurate minutes of all meetings. The secretary shall attend to the giving of all notices required by these bylaws; shall be custodian of the corporate seal, records, documents and papers of the association; shall provide for the keeping of proper records of all transactions of the association; shall have and may exercise any and all other powers and duties pertaining by law, regulation or practice to the office of treasurer, or imposed by these bylaws; and shall also perform such other duties as may be assigned from time to time, by the board of directors.

Section 5. Other Officers. The board of directors may appoint one or more assistant vice presidents, one or more trust officers, one or more assistant secretaries, one or more assistant treasurers, one or more managers and assistant managers of branches and such other officers and attorneys in fact as from time to time may appear to the board of directors to be required or desirable to transact the business of the association. Such officers shall respectively exercise such powers and perform such duties as pertain to their several offices, or as may be conferred upon or assigned to them by the board of directors, the chairperson of the board, or the president. The board of directors may authorize an officer to appoint one or more officers or assistant officers.

Section 6. Tenure of Office. The president and all other officers shall hold office for the current year for which the board of directors was elected, unless they shall resign, become disqualified, or be removed; and any vacancy occurring in the office of president shall be filled promptly by the board of directors.

Section 7. Resignation. An officer may resign at any time by delivering notice to the association. A resignation is effective when the notice is given unless the notice specifies a later effective date.

ARTICLE V

Fiduciary Activities

Section 1. Trust Audit Committee. There shall be a Trust Audit Committee composed of not less than 2 directors, appointed by the board of directors, which shall, at least once during each calendar year make suitable audits of the association's fiduciary activities or cause suitable audits to be made by auditors responsible only to the board, and at such time shall ascertain whether fiduciary powers have been administered according to law, Part 9 of the Regulations of the Comptroller of the Currency, and sound fiduciary principles. annually or more often. Such committee: (1) must not include any officers of the bank or an affiliate who participate significantly in the administration of the bank's fiduciary activities; and (2) must consist of a majority of members who are not also members of any committee to which the board of directors has delegated power to manage and control the fiduciary activities of the bank.

Section 2. Fiduciary Files. There shall be maintained by the association all fiduciary records necessary to assure that its fiduciary responsibilities have been properly undertaken and discharged.

Section 3. Trust Investments. Funds held in a fiduciary capacity shall be invested according to the instrument establishing the fiduciary relationship and applicable law. Where such instrument does not specify the character and class of investments to be made and does not vest in the association a discretion in the matter, funds held pursuant to such instrument shall be invested in investments in which corporate fiduciaries may invest under applicable law.

ARTICLE VI

Stock and Stock Certificates

Section 1. Transfers. Shares of stock shall be transferable on the books of the association, and a transfer book shall be kept in which all transfers of stock shall be recorded. Every person becoming a shareholder by such transfer shall in proportion to such shareholder's shares, succeed to all rights of the prior holder of such shares. The board of directors may impose conditions upon the transfer of the stock reasonably calculated to simplify the work of the association with respect to stock transfers, voting at shareholder meetings and related matters and to protect it against fraudulent transfers.

Section 2. Stock Certificates. Certificates of stock shall bear the signature of the president (which may be engraved, printed or impressed) and shall be signed manually or by facsimile process by the secretary, assistant secretary, treasurer, assistant treasurer, or any other officer appointed by the board of directors for that purpose, to be known as an authorized officer, and the seal of the association shall be engraved thereon. Each certificate shall recite on its face that the stock represented thereby is transferable only upon the books of the association properly endorsed.

The board of directors may adopt or use procedures for replacing lost, stolen, or destroyed stock certificates as permitted by law.

The association may establish a procedure through which the beneficial owner of shares that are registered in the name of a nominee may be recognized by the association as the shareholder. The procedure may set forth:

(1) The types of nominees to which it applies;

(2) The rights or privileges that the association recognizes in a beneficial owner;

(3) How the nominee may request the association to recognize the beneficial owner as the shareholder;

(4) The information that must be provided when the procedure is selected;

(5) The period over which the association will continue to recognize the beneficial owner as the shareholder;

(6) Other aspects of the rights and duties created.

ARTICLE VII

Corporate Seal

Section 1. Seal. The seal of the association shall be in such form as may be determined from time to time by the board of directors. The president, the treasurer, the secretary or any assistant treasurer or assistant secretary, or other officer thereunto designated by the board of directors shall have authority to affix the corporate seal to any document requiring such seal and to attest the same. The seal on any corporate obligation for the payment of money may be facsimile.

ARTICLE VIII

Miscellaneous Provisions

Section 1. Fiscal Year. The fiscal year of the association shall be the calendar year.

Section 2. Execution of Instruments. All agreements, indentures, mortgages, deeds, conveyances, transfers, certificates, declarations, receipts, discharges, releases, satisfactions, settlements, petitions, schedules, accounts, affidavits, bonds, undertakings, proxies and other instruments or documents may be signed, executed, acknowledged, verified, delivered or accepted on behalf of the association by the chairperson of the board, or the president, or any vice president, or the secretary, or the treasurer, or, if in connection with the exercise of fiduciary powers of the association, by any of those offices or by any trust officer. Any such instruments may also be executed, acknowledged, verified, delivered or accepted on behalf of the association in such other manner and by such other officers as the board of directors may from time to time direct. The provisions of this section 2 are supplementary to any other provision of these bylaws.

Section 3. Records. The articles of association, the bylaws and the proceedings of all meetings of the shareholders, the board of directors, and standing committees of the board of directors shall be recorded in appropriate minute books provided for that purpose. The minutes of each meeting shall be signed by the secretary, treasurer or other officer appointed to act as secretary of the meeting.

Section 4. Corporate Governance Procedures. To the extent not inconsistent with federal banking statutes and regulations, or safe and sound banking practices, the association may follow the Delaware General Corporation Law, Del. Code Ann. tit. 8 (1991, as amended 1994, and as amended thereafter) with respect to matters of corporate governance procedures.

Section 5. Indemnification. For purposes of this Section 5 of Article VIII, the term "institution-affiliated party" shall mean any institution-affiliated party of the association as such term is defined in 12 U.S.C. 1813(u).

Any institution-affiliated party (or his or her heirs, executors or administrators) may be indemnified or reimbursed by the association for reasonable expenses actually incurred in connection with any threatened, pending or completed actions or proceedings and appeals therein, whether civil, criminal, governmental, administrative or investigative, in accordance with and to the fullest extent permitted by law, as such law now or hereafter exists; provided, however, that when an administrative proceeding or action instituted by a federal banking agency results in a final order or settlement pursuant to which such person: (i) is assessed a civil money penalty, (ii) is removed from office or prohibited from participating in the conduct of the affairs of the association, or (iii) is required to cease and desist from or to take any affirmative action described in 12 U.S.C. 1818(b) with respect to the association, then the association shall require the repayment of all legal fees and expenses advanced pursuant to the next succeeding paragraph and may not indemnify such institution-affiliated parties (or their heirs, executors or administrators) for expenses, including expenses for legal fees, penalties or other payments incurred. The association shall provide indemnification in connection with an action or proceeding (or part thereof) initiated by an institution-affiliated party (or by his or her heirs, executors or administrators) only if such action or proceeding (or part thereof) was authorized by the board of directors.

Expenses incurred by an institution-affiliated party (or by his or her heirs, executors or administrators) in connection with any action or proceeding under 12 U.S.C. 164 or 1818 may be paid by the association in advance of the final disposition of such action or proceeding upon (a) a determination by the board of directors acting by a quorum consisting of directors who are not parties to such action or proceeding that the institution-affiliated party (or his or her heirs, executors or administrators) has a reasonable basis for prevailing on the merits, (b) a determination that the indemnified individual (or his or her heirs, executors or administrators) will have the financial capacity to reimburse the bank in the event he or she does not prevail, (c) a determination that the payment of expenses and fees by the association will not adversely affect the safety and soundness of the association, and (d) receipt of an undertaking by or on behalf of such institution-affiliated party (or by his or her heirs, executors or administrators) to repay such advancement in the event of a final order or settlement pursuant to which such person: (i) is assessed a civil money penalty, (ii) is removed from office or prohibited from participating in the conduct of the affairs of the association, or (iii) is required to cease and desist from or to take any affirmative action described in 12 U.S.C. 1818(b) with respect to the association. In all other instances, expenses incurred by an institution-affiliated party (or by his or her heirs, executors or administrators) in connection with any action or proceeding as to which indemnification may be given under these articles of association may be paid by the association in advance of the final disposition of such action or proceeding upon (a) receipt of an undertaking by or on behalf of such institution-affiliated party (or by or on behalf of his or her heirs, executors or administrators) to repay such advancement in the event that such institution affiliated party (or his or her heirs, executors or administrators) is ultimately found not to be entitled to indemnification as authorized by these bylaws and (b) approval by the board of directors acting by a quorum consisting of directors who are not parties to such action or proceeding or, if such a quorum is not obtainable, then approval by stockholders. To the extent permitted by law, the board of directors or, if applicable, the stockholders, shall not be required to find that the institution-affiliated party has met the applicable standard of conduct provided by law for indemnification in connection with such action or proceeding.

In the event that a majority of the members of the board of directors are named as respondents in an administrative proceeding or civil action and request indemnification, the remaining members of the board may authorize independent legal counsel to review the indemnification request and provide the remaining members of the board with a written opinion of counsel as to whether the conditions delineated in the first four paragraphs of this Section 5 of Article VIII have been met. If independent legal counsel opines that said conditions have been met, the remaining members of the board of directors may rely on such opinion in authorizing the requested indemnification.

In the event that all of the members of the board of directors are named as respondents in an administrative proceeding or civil action and request indemnification, the board shall authorize independent legal counsel to review the indemnification request and provide the board with a written opinion of counsel as to whether the conditions delineated in the first four paragraphs of this Section 5 of Article VIII have been met. If legal counsel opines that said conditions have been met, the board of directors may rely on such opinion in authorizing the requested indemnification.

To the extent permitted under applicable law, the rights of indemnification and to the advancement of expenses provided in these articles of association (a) shall be available with respect to events occurring prior to the adoption of these bylaws, (b) shall continue to exist after any restrictive amendment of these bylaws with respect to events occurring prior to such amendment, (c) may be interpreted on the basis of applicable law in effect at the time of the occurrence of the event or events giving rise to the action or proceeding, or on the basis of applicable law in effect at the time such rights are claimed, and (d) are in the nature of contract rights which may be enforced in any court of competent jurisdiction as if the association and the institution-affiliated party (or his or her heirs, executors or administrators) for whom such rights are sought were parties to a separate written agreement.

The rights of indemnification and to the advancement of expenses provided in these bylaws shall not, to the extent permitted under applicable law, be deemed exclusive of any other rights to which any such institution-affiliated party (or his or her heirs, executors or administrators) may now or hereafter

be otherwise entitled whether contained in the association's articles of association, these bylaws, a resolution of stockholders, a resolution of the board of directors, or an agreement providing such indemnification, the creation of such other rights being hereby expressly authorized. Without limiting the generality of the foregoing, the rights of indemnification and to the advancement of expenses provided in these bylaws shall not be deemed exclusive of any rights, pursuant to statute or otherwise, of any such institution-affiliated party (or of his or her heirs, executors or administrators) in any such action or proceeding to have assessed or allowed in his or her favor, against the association or otherwise, his or her costs and expenses incurred therein or in connection therewith or any part thereof.

If this Section 5 of Article VIII or any part hereof shall be held unenforceable in any respect by a court of competent jurisdiction, it shall be deemed modified to the minimum extent necessary to make it enforceable, and the remainder of this Section 5 of Article VIII shall remain fully enforceable.

The association may, upon affirmative vote of a majority of its board of directors, purchase insurance to indemnify its institution-affiliated parties to the extent that such indemnification is allowed in these bylaws; provided, however, that no such insurance shall include coverage for a final order assessing civil money penalties against such persons by a bank regulatory agency. Such insurance may, but need not, be for the benefit of all institution affiliated parties.

ARTICLE IX

Inspection and Amendments

Section 1. Inspection. A copy of the bylaws of the association, with all amendments, shall at all times be kept in a convenient place at the main office of the association, and shall be open for inspection to all shareholders during banking hours.

Section 2. Amendments. The bylaws of the association may be amended, altered or repealed, at any regular meeting of the board of directors, by a vote of a majority of the total number of the directors except as provided below, and provided that the following language accompany any such change.

I, , certify that: (1) I am the duly constituted (secretary or treasurer) of and secretary of its board of directors, and as such officer am the official custodian of its records; (2) the foregoing bylaws are the bylaws of the association, and all of them are now lawfully in force and effect.

I have hereunto affixed my official signature on this day of .

_____

(Secretary or Treasurer)

The association's shareholders may amend or repeal the bylaws even though the bylaws also may be amended or repealed by the board of directors.

EXHIBIT 6

Section 321(b) Consent

Pursuant to Section 321(b) of the Trust Indenture Act of 1939, as amended, Wilmington Trust, National Association hereby consents that reports of examinations by Federal, State, Territorial or District authorities may be furnished by such authorities to the Securities and Exchange Commission upon requests therefor.

WILMINGTON TRUST,
NATIONAL ASSOCIATION

/s/Jane Schweiger

Dated: October 24, 2011

By: _____
Name: Jane Y. Schweiger
Title: Vice President

EXHIBIT 7

REPORT OF CONDITION

WILMINGTON TRUST, NATIONAL ASSOCIATION

As of the close of business on June 30, 2011:

	Thousands of Dollars
ASSETS	
Cash and balances due from depository institutions:	265,521
Securities:	106
Federal funds sold and securities purchased under agreement to resell:	0
Loans and leases held for sale:	0
Loans and leases net of unearned income, allowance:	0
Premises and fixed assets:	15,686
Other real estate owned:	0
Investments in unconsolidated subsidiaries and associated companies:	0
Direct and indirect investments in real estate ventures:	0
Intangible assets:	14,301
Other assets:	199,271
Total Assets:	494,885

	Thousands of Dollars
LIABILITIES	
Deposits	108,590
Federal funds purchased and securities sold under agreements to repurchase	0
Other borrowed money:	0
Other Liabilities:	161,043
Total Liabilities	269,633

	Thousands of Dollars
EQUITY CAPITAL	
Common Stock	0
Surplus	225,418
Retained Earnings	(166)
Accumulated other comprehensive income	0
Total Equity Capital	225,252
Total Liabilities and Equity Capital	494,885

QuickLinks

QuickLinks -- Click here to rapidly navigate through this document

Exhibit 99.1

KRATOS DEFENSE & SECURITY SOLUTIONS, INC.

LETTER OF TRANSMITTAL

OFFER TO EXCHANGE

$115,000,000 AGGREGATE PRINCIPAL AMOUNT OF 10% SENIOR SECURED NOTES DUE 2017, WHICH HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, FOR ANY AND ALL OF ITS OUTSTANDING 10% SENIOR SECURED NOTES DUE 2017 WHICH HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED

THE EXCHANGE OFFER WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON , 2011 (THE "EXPIRATION DATE") UNLESS THE OFFER IS EXTENDED. TENDERS MAY BE WITHDRAWN PRIOR TO 5:00 P.M., NEW YORK CITY TIME, ON , 2011.

The Exchange Agent for the Exchange Offer is:

WILMINGTON TRUST, NATIONAL ASSOCIATION

By Regular Mail, Registered Certified Mail,
Overnight Courier or Hand Delivery:

Wilmington Trust, National Association
c/o Wilmington Trust Company
Rodney Square North
1100 North Market Street
Wilmington, DE 19890-1626

By Facsimile Transmission
(eligible institutions only):

(302) 636-4139, Attention: Sam Hamed

For Information or Confirmation by
Telephone:
(302) 636-6181

DELIVERY OF THIS LETTER OF TRANSMITTAL TO AN ADDRESS OTHER THAN AS SET FORTH ABOVE, OR TRANSMISSION OF THIS LETTER OF TRANSMITTAL VIA FACSIMILE TRANSMISSION TO A NUMBER OTHER THAN AS SET FORTH ABOVE WILL NOT CONSTITUTE A VALID DELIVERY. THE INSTRUCTIONS ACCOMPANYING THIS LETTER OF TRANSMITTAL SHOULD BE READ CAREFULLY BEFORE THIS LETTER OF TRANSMITTAL IS COMPLETED.

This Letter of Transmittal is being furnished by Kratos Defense & Security Solutions, Inc., a Delaware corporation (the "Issuer"), and certain of the Issuer's subsidiaries (each, a "Guarantor" and, collectively, the "Guarantors"), in connection with its offer to exchange its $115,000,000 aggregate principal amount 10% Senior Secured Notes due 2017 (the "Exchange Notes"), which have been registered under the Securities Act of 1933, as amended (the "Securities Act"), for any and all of its outstanding 10% Senior Secured Notes due 2017 which have not been registered under the Securities Act (the "Original Notes"). The Issuer has prepared and delivered to holders of the Original Notes a prospectus, dated , 2011 (as it may be amended or supplemented from time to time, the "Prospectus"). The Prospectus and this letter of transmittal (this "Letter of Transmittal") together constitute the Issuer's offer (the "Exchange Offer").

The Original Notes are guaranteed (the "Old Guarantees") by the Guarantors and the Exchange Notes will be guaranteed (the "New Guarantees") by the Guarantors. Under the terms and subject to the conditions set forth in the Prospectus and this Letter of Transmittal, the Guarantors offer to issue the New Guarantees with respect to all Exchange Notes issued in the Exchange Offer in exchange for the Old Guarantees of the Original Notes for which such Exchange Notes are issued in the Exchange Offer. Throughout this Letter of Transmittal, unless the context otherwise requires and whether so

expressed or not, references to the "Exchange Notes" include the Guarantors' offer to exchange the New Guarantees for the Old Guarantees, references to the "Exchange Notes" include the related New Guarantees and references to the "Original Notes" include the related Old Guarantees.

Holders of Original Notes should complete this Letter of Transmittal either if Original Notes are to be forwarded herewith or if tenders of Original Notes are to be made by book-entry transfer to an account maintained by the Exchange Agent at the book-entry transfer facility specified by the holder pursuant to the procedures set forth in "The Exchange Offer—Procedures for Tendering" in the Prospectus and an "Agent's Message" (as defined below) is not delivered. If tender is being made by book-entry transfer, the holder must have an Agent's Message delivered in lieu of this Letter of Transmittal.

Holders of Original Notes whose certificates for such Original Notes are not immediately available or who cannot deliver their certificates and all other required documents to the Exchange Agent on or prior to the Expiration Date or who cannot complete the procedures for book-entry transfer on a timely basis must tender their Original Notes according to the guaranteed delivery procedures set forth in "The Exchange Offer—Guaranteed Delivery Procedures" in the Prospectus.

Unless the context otherwise requires, the term "holder" for purposes of this Letter of Transmittal means any person in whose name Original Notes are registered or any other person who has obtained a properly completed bond power from the registered holder or any person whose Original Notes are held of record by The Depository Trust Company ("DTC").

For each Original Note accepted for exchange, the holder of such Original Note will receive an Exchange Note having a principal amount equal to that of the surrendered Original Note. The Exchange Notes will bear interest at a rate of 10% per annum from, and including, June 1, 2011. Interest on the Exchange Notes will be payable semiannually in arrears on December 1 and June 1 of each year, beginning on December 1, 2011. The Exchange Notes will mature on June 1, 2017. The terms of the Exchange Notes are substantially identical to the terms of the Original Notes, except that the Exchange Notes have been registered under the Securities Act and are free of any obligation regarding registration.

Capitalized terms used but not defined herein shall have the same meaning given them in the Prospectus.

YOUR BANK OR BROKER CAN ASSIST YOU IN COMPLETING THIS FORM. THE INSTRUCTIONS INCLUDED WITH THIS LETTER OF TRANSMITTAL MUST BE FOLLOWED. QUESTIONS AND REQUESTS FOR ASSISTANCE OR FOR ADDITIONAL COPIES OF THE PROSPECTUS AND THIS LETTER OF TRANSMITTAL MAY BE DIRECTED TO THE EXCHANGE AGENT, WHOSE ADDRESS AND TELEPHONE NUMBER APPEAR ON THE FRONT PAGE OF THIS LETTER OF TRANSMITTAL.

TREASURY DEPARTMENT CIRCULAR 230

TO ENSURE COMPLIANCE WITH TREASURY DEPARTMENT CIRCULAR 230, EACH PERSON RECEIVING THIS LETTER OF TRANSMITTAL IS HEREBY NOTIFIED THAT: (A) ANY DISCUSSION OF FEDERAL TAX ISSUES IN THIS LETTER OF TRANSMITTAL IS NOT INTENDED OR WRITTEN TO BE RELIED UPON, AND CANNOT BE RELIED UPON, BY HOLDERS FOR THE PURPOSE OF AVOIDING PENALTIES THAT MAY BE IMPOSED ON HOLDERS UNDER THE INTERNAL REVENUE CODE OF 1986, AS AMENDED; (B) SUCH DISCUSSION IS INCLUDED HEREIN BY US IN CONNECTION WITH THE PROMOTION OR MARKETING OF THE EXCHANGE OFFER; AND (C) TENDERING HOLDERS SHOULD SEEK ADVICE BASED ON THEIR PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISOR.

The undersigned has completed the appropriate boxes below and signed this Letter of Transmittal to indicate the action that the undersigned desires to take with respect to the Exchange Offer.

PLEASE READ THE ENTIRE LETTER OF TRANSMITTAL AND THE PROSPECTUS CAREFULLY BEFORE CHECKING ANY BOX BELOW.

List below the Original Notes to which this Letter of Transmittal relates. If the space provided below is inadequate, the certificate numbers and aggregate principal amounts of Original Notes should be listed on a separate signed schedule affixed hereto.

All Tendering Holders Complete Box 1*:

Description of Original Notes Tendered Herewith

Name(s) and Address(es) of Registered Holder(s)	Certificate or Registration Number(s) of Original Notes**	Aggregate Principal Amount Represented by Original Notes	Aggregate Principal Amount of Original Notes Being Tendered***

* If the space provided is inadequate, list the certificate numbers and principal amount of Original Notes on a separate signed schedule and attach the list to this Letter of Transmittal.

** Need not be completed by book-entry holders.

*** The minimum permitted tender is $2,000 in principal amount. All tenders must be in the amount of $2,000 or in integral multiples of $1,000 in excess thereof. Unless otherwise indicated in this column, the holder will be deemed to have tendered the full aggregate principal amount represented by such Original Notes. See instruction 2.

Box 2
Book-Entry Transfer

o CHECK HERE IF TENDERED ORIGINAL NOTES ARE BEING DELIVERED BY BOOK-ENTRY TRANSFER MADE TO THE ACCOUNT MAINTAINED BY THE EXCHANGE AGENT AND COMPLETE THE FOLLOWING:

Name of Tendering Institution: _____

Account Number: _____

Transaction Code Number: _____

Holders of Original Notes that are tendering by book-entry transfer to the Exchange Agent's account at DTC can execute the tender through DTC's Automated Tender Offer Program ("ATOP"), for which the transaction will be eligible. DTC participants that are accepting the Exchange Offer must transmit their acceptances to DTC, which will verify the acceptance and execute a book-entry delivery to the Exchange Agent's account at DTC. DTC will then send a computer-generated message (an "Agent's Message") to the Exchange Agent for its acceptance in which the holder of the Original Notes acknowledges and agrees to be bound by the terms of, and makes the representations and warranties contained in, this Letter of Transmittal, and the DTC participant confirms on behalf of itself and the beneficial owners of such Original Notes all provisions of this Letter of Transmittal (including any representations and warranties) applicable to it and such beneficial owner as fully as if it had completed the information required herein and executed and transmitted this Letter of Transmittal to

the Exchange Agent. Each DTC participant transmitting an acceptance of the Exchange Offer through the ATOP procedures will be deemed to have agreed to be bound by the terms of this Letter of Transmittal. Delivery of an Agent's Message by DTC will satisfy the terms of the Exchange Offer as to execution and delivery of a Letter of Transmittal by the participant identified in the Agent's Message. DTC participants may also accept the Exchange Offer by submitting a Notice of Guaranteed Delivery through ATOP.

Box 3
Notice of Guaranteed Delivery
(See Instruction 1 below)

o CHECK HERE IF TENDERED ORIGINAL NOTES ARE BEING DELIVERED PURSUANT TO A NOTICE OF GUARANTEED DELIVERY PREVIOUSLY SENT TO THE EXCHANGE AGENT AND COMPLETE THE FOLLOWING:

Name(s) of Registered Holder(s): _____

Window Ticket Number (if any): _____

Name of Eligible Guarantor Institution that Guaranteed Delivery: _____

Date of Execution of Notice of Guaranteed Delivery: _____

IF GUARANTEED DELIVERY IS TO BE MADE BY BOOK-ENTRY TRANSFER:

Name of Tendering Institution: _____

Account Number: _____

Transaction Code Number: _____

Box 4
Return of Non-Exchanged Original Notes
Tendered by Book-Entry Transfer

o CHECK HERE IF ORIGINAL NOTES TENDERED BY BOOK-ENTRY TRANSFER AND NON-EXCHANGED ORIGINAL NOTES ARE TO BE RETURNED BY CREDITING THE ACCOUNT NUMBER SET FORTH ABOVE.

Box 5
Participating Broker-Dealer

o CHECK HERE IF YOU ARE A BROKER-DEALER WHO ACQUIRED THE ORIGINAL NOTES FOR YOUR OWN ACCOUNT AS A RESULT OF MARKET-MAKING OR OTHER TRADING ACTIVITIES AND WISH TO RECEIVE 10 ADDITIONAL COPIES OF THE PROSPECTUS AND OF ANY AMENDMENTS OR SUPPLEMENTS THERETO.

Name: _____

Address: _____

If the undersigned is not a broker-dealer, the undersigned represents that it is acquiring the Exchange Notes in the ordinary course of business and has no arrangement or understanding with any person to participate in a distribution of the Exchange Notes. If the undersigned is a broker-dealer that will receive Exchange Notes for its own account in exchange for Original Notes that were acquired as a result of market-making activities or other trading activities, it acknowledges that it will deliver a prospectus meeting the requirements of the Securities Act in connection with any resale or transfer of such Exchange Notes; however, by so acknowledging and by delivering a prospectus, the undersigned will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act. A broker-dealer may not participate in the Exchange Offer with respect to Original Notes acquired other than as a result of market-making activities or other trading activities. Any broker-dealer who purchased Original Notes from the Issuer to resell pursuant to Rule 144A under the Securities Act or any other available exemption under the Securities Act must comply with the registration and prospectus delivery requirements under the Securities Act.

Box 6
SPECIAL REGISTRATION INSTRUCTIONS
(See Instructions 4 and 5)

To be completed ONLY if certificates for the Original Notes are not tendered and/or certificates for the Exchange Notes are to be issued in the name of someone other than the registered holder(s) of the Original Notes whose name(s) appear(s) above.

Issue: o Original Notes not tendered to:
o Exchange Notes to:

Name(s): _____

(Please Print or Type)

Address: _____

_____

(Include Zip Code)

Daytime Area Code and Telephone Number.

_____

Taxpayer Identification or Social Security Number:

_____

Box 7
SPECIAL DELIVERY INSTRUCTIONS
(See Instructions 4 and 5)

To be completed ONLY if certificates for the Original Notes not tendered and/or certificates for the Exchange Notes are to be sent in the name of someone other than the registered holder(s) of the Original Notes whose name(s) appear(s) above.

Issue: o Original Notes not tendered to:
o Exchange Notes to:

Name(s): _____

(Please Print or Type)

Address: _____

_____

(Include Zip Code)

Daytime Area Code and Telephone Number.

_____

Taxpayer Identification or Social Security Number:

_____

NOTE: SIGNATURES MUST BE PROVIDED BELOW.

PLEASE READ THE ACCOMPANYING INSTRUCTIONS CAREFULLY.

Ladies and Gentlemen:

Upon the terms and subject to the conditions of the Exchange Offer, the undersigned hereby tenders to the Issuer the aggregate principal amount of the Original Notes indicated above. Subject to, and effective upon, the acceptance for exchange of all or any portion of the Original Notes tendered herewith in accordance with the terms and conditions of the Exchange Offer (including, if the Exchange Offer is extended or amended, the terms and conditions of any such extension or amendment), the undersigned hereby exchanges, assigns and transfers to, or upon the order of, the Issuer all right, title and interest in and to such Original Notes as are being tendered herewith.

The undersigned hereby irrevocably constitutes and appoints the Exchange Agent as its true and lawful agent and attorney-in-fact of the undersigned (with full knowledge that the Exchange Agent also acts as the agent of the Issuer in connection with the Exchange Offer) with respect to the tendered Original Notes, with full power of substitution and resubstitution (such power of attorney being deemed an irrevocable power coupled with an interest) to (1) deliver certificates representing such Original Notes, or transfer ownership of such Original Notes on the account books maintained by the book-entry transfer facility specified by the holder(s) of the Original Notes, together, in each such case, with all accompanying evidences of transfer and authenticity to, or upon the order of, the Issuer, (2) present and deliver such Original Notes for transfer on the books of the Issuer and (3) receive all benefits or otherwise exercise all rights and incidents of beneficial ownership of such Original Notes, all in accordance with the terms of the Exchange Offer.

The undersigned hereby represents and warrants that (a) the undersigned has full power and authority to tender, exchange, assign and transfer the Original Notes tendered hereby, (b) when such

tendered Original Notes are accepted for exchange, the Issuer will acquire good and unencumbered title thereto, free and clear of all liens, restrictions, charges and encumbrances and (c) the Original Notes tendered for exchange are not subject to any adverse claims or proxies when accepted by the Issuer. The undersigned hereby further represents that (a) any Exchange Notes acquired in exchange for Original Notes tendered hereby will have been acquired in the ordinary course of business of the person receiving such Exchange Notes, whether or not such person is the undersigned, (b) neither the holder of such Original Notes nor any such other person, at the time of the commencement and consummation of the Exchange Offer, has entered into any arrangement or understanding with any person to participate in the distribution (within the meaning of the Securities Act) of the Exchange Notes in violation of the provisions of the Securities Act, (c) if the holder or any such other person is an "affiliate" of the Issuer within the meaning of Rule 405 of the Securities Act, it will comply with the registration and prospectus delivery requirements of the Securities Act to the extent applicable to it, (d) if the holder or any such other person is not a broker-dealer, it is not engaged in, and does not intend to engage in, the distribution of the Exchange Notes, and (e) the undersigned is not acting on behalf of any persons or entities who cannot truthfully make the foregoing representations. If the undersigned is a broker-dealer, the undersigned makes the representations to the Issuer that are described in the immediately following paragraph. If the undersigned is a person in the United Kingdom, the undersigned represents that its ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business.

The undersigned also acknowledges that the Exchange Offer is being made based on the Issuer's understanding of interpretations of the staff of the Securities and Exchange Commission (the "SEC") contained in *Exxon Capital Holdings Corp.*, SEC no-action letter (available May 13, 1988), *Morgan Stanley & Co. Inc.*, SEC no-action letter (available June 5, 1991) and *Shearman & Sterling*, SEC no-action letter (available July 2, 1993), or similar no-action letters, that the Exchange Notes issued in exchange for the Original Notes pursuant to the Exchange Offer may be offered for resale, resold and otherwise transferred by each holder thereof (other than a broker-dealer who acquires such Exchange Notes directly from the Issuer for resale pursuant to Rule 144A under the Securities Act or any other available exemption under the Securities Act or any such holder that is an affiliate of the Issuer or an affiliate of any Guarantor within the meaning of Rule 405 of the Securities Act), without compliance with the registration and prospectus delivery provisions of the Securities Act, provided that such Exchange Notes are acquired in the ordinary course of such holder's business and such holder is not engaged in, and does not intend to engage in, a distribution of such Exchange Notes and has no arrangement or understanding with any person to participate in a distribution of such Exchange Notes. If a holder of the Original Notes is an affiliate of the Issuer or an affiliate of any Guarantor, is not acquiring the Exchange Notes in the ordinary course of its business, is engaged in or intends to engage in a distribution of the Exchange Notes or has any arrangement or understanding with respect to the distribution of the Exchange Notes to be acquired pursuant to the Exchange Offer, such holder (x) may not rely on the applicable interpretations of the staff of the SEC and (y) in the absence of an exception from the position stated immediately above, must comply with the registration and prospectus delivery requirements of the Securities Act in connection with any resale of the Exchange Notes. If the undersigned is a broker-dealer that will receive the Exchange Notes for its own account in exchange for the Original Notes, it represents that the Original Notes to be exchanged for the Exchange Notes were acquired by it as a result of market-making activities or other trading activities and acknowledges that it will deliver a Prospectus in connection with any resale or transfer of such Exchange Notes; provided, however, that by so acknowledging and by delivering a Prospectus, the undersigned will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act.

The undersigned will, upon request, execute and deliver any additional documents deemed by the Issuer or the Exchange Agent to be necessary or desirable to complete the exchange, assignment and transfer of the tendered Original Notes or transfer ownership of such Original Notes on the account books maintained by the book-entry transfer facility. The undersigned further agrees that acceptance of

any and all validly tendered Original Notes by the Issuer and the issuance of Exchange Notes in exchange therefor shall constitute performance in full by the Issuer of its obligations with respect to the undersigned under the Registration Rights Agreement, dated July 27, 2011, among the Issuer, the guarantors named therein and Jefferies & Company, Inc., Keybanc Capital Markets Inc. and B. Riley & Co., LLC (the "Registration Rights Agreement"), and that the Issuer shall have no further obligations or liabilities thereunder with respect to the undersigned except as provided in Section 8 (indemnification) of such agreement. The undersigned will comply with its obligations under the Registration Rights Agreement.

The Exchange Offer is subject to certain conditions as set forth in the Prospectus under the caption "The Exchange Offer—Conditions." The undersigned recognizes that as a result of these conditions (which may be waived, in whole or in part, by the Issuer), as more particularly set forth in the Prospectus, the Issuer may not be required to exchange any of the Original Notes tendered hereby and, in such event, the Original Notes not exchanged will be returned to the undersigned at the address shown above, promptly following the expiration or termination of the Exchange Offer. In addition, the Issuer may amend the Exchange Offer at any time prior to the Expiration Date if any of the conditions set forth under "The Exchange Offer—Conditions" occur.

All authority herein conferred or agreed to be conferred in this Letter of Transmittal shall survive the death or incapacity of the undersigned and every obligation of the undersigned hereunder shall be binding upon the successors, assigns, heirs, administrators, trustees in bankruptcy and legal representatives of the undersigned. Tendered Original Notes may be withdrawn at any time prior to the Expiration Date in accordance with the procedures set forth in the terms of this Letter of Transmittal.

Unless otherwise indicated herein in the box entitled "Special Registration Instructions," please deliver the Exchange Notes (and, if applicable, substitute certificates representing the Original Notes for any Original Notes not exchanged) in the name of the undersigned or, in the case of a book-entry delivery of the Original Notes, please credit the account indicated above. Similarly, unless otherwise indicated under the box entitled "Special Delivery Instructions," please send the Exchange Notes (and, if applicable, substitute certificates representing the Original Notes for any Original Notes not exchanged) to the undersigned at the address shown above in the box entitled "Description of Original Notes Tendered Herewith."

THE UNDERSIGNED, BY COMPLETING THE BOX ENTITLED "DESCRIPTION OF ORIGINAL NOTES TENDERED HEREWITH" ABOVE AND SIGNING THIS LETTER, WILL BE DEEMED TO HAVE TENDERED THE ORIGINAL NOTES AS SET FORTH IN SUCH BOX.

Box 8
TENDERING HOLDER(S) SIGN HERE
(Complete accompanying Substitute Form W-9)

Must be signed by the registered holder(s) (which term, for the purposes described herein, shall include the book-entry transfer facility whose name appears on a security listing as the owner of the Original Notes) of the Original Notes exactly as their name(s) appear(s) on the Original Notes hereby tendered or by any person(s) authorized to become the registered holder(s) by properly completed bond powers or endorsements and documents transmitted herewith. If signature is by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation or other person acting in a fiduciary or representative capacity, please set forth the full title of such person. See Instruction 4.

_____

(Signature(s) of Holder(s))

Date: _____

Name(s): _____

(Please Type or Print)

Capacity (full title): _____

Address: _____

(Include Zip Code)

Daytime Area Code and Telephone Number: _____

Taxpayer Identification or Social Security Number: _____

GUARANTEE OF SIGNATURE(S)
(If Required—See Instruction 4)

Authorized Signature: _____

Date: _____

Name: _____

Title: _____

Name of Firm: _____

Address of Firm: _____

_____

(Include Zip Code)

Area Code and Telephone Number:

Taxpayer Identification or Social Security Number:

INSTRUCTIONS
FORMING PART OF THE TERMS AND CONDITIONS OF THE EXCHANGE OFFER

Please do not send certificates for Original Notes directly to the Issuer. Your certificates for Original Notes, together with your signed and completed Letter of Transmittal and any required supporting documents, should be mailed or otherwise delivered to the Exchange Agent at the address set forth on the first page hereof. The method of delivery of Original Notes, this Letter of Transmittal and all other required documents is at your sole option and risk and the delivery will be deemed made only when actually received by the Exchange Agent. If delivery is by mail, registered mail with return receipt requested, properly insured, or overnight or hand delivery service is recommended. In all cases, sufficient time should be allowed to ensure timely delivery.

1. Delivery of this Letter of Transmittal and Certificates; Guaranteed Delivery Procedures.

A holder of Original Notes (which term, for the purposes described herein, shall include the book-entry transfer facility whose name appears on a security listing as the owner of the Original Notes) may tender the same by (i) properly completing and signing this Letter of Transmittal or a facsimile hereof (all references in the Prospectus to the Letter of Transmittal shall be deemed to include a facsimile thereof) and delivering the same, together with the certificate or certificates, if applicable, representing the Original Notes being tendered and any required signature guarantees and any other documents required by this Letter of Transmittal, to the Exchange Agent at its address set forth above on or prior to the Expiration Date, (ii) complying with the procedure for book-entry transfer described below or (iii) complying with the guaranteed delivery procedures described below.

Holders who wish to tender their Original Notes and (i) whose Original Notes are not immediately available or (ii) who cannot deliver their Original Notes, this Letter of Transmittal and all other required documents to the Exchange Agent on or prior to the Expiration Date or (iii) who cannot comply with the book-entry transfer procedures on a timely basis, must tender their Original Notes pursuant to the guaranteed delivery procedure set forth in "The Exchange Offer—Guaranteed Delivery Procedures" in the Prospectus and by completing Box 3. Holders may tender their Original Notes if: (i) the tender is made by or through an Eligible Guarantor Institution (as defined below); (ii) the Exchange Agent receives (by facsimile transmission, mail or hand delivery), on or prior to the Expiration Date, a properly completed and duly executed Notice of Guaranteed Delivery in the form provided with this Letter of Transmittal that (a) sets forth the name and address of the holder of Original Notes, if applicable, the certificate number(s) of the Original Notes to be tendered and the principal amount of Original Notes tendered; (b) states that the tender is being made thereby; and (c) guarantees that, within three New York Stock Exchange trading days after the Expiration Date, this Letter of Transmittal, or a facsimile thereof, together with the Original Notes or a book-entry confirmation, and any other documents required by this Letter of Transmittal, will be deposited by the Eligible Guarantor Institution with the Exchange Agent; or (iii) the Exchange Agent receives a properly completed and executed Letter of Transmittal, or facsimile thereof and the certificate(s) representing all tendered Original Notes in proper form or a confirmation of book-entry transfer of the Original Notes into the Exchange Agent's account at the appropriate book-entry transfer facility and all other documents required by this Letter of Transmittal within three New York Stock Exchange trading days after the Expiration Date.

Any Holder who wishes to tender Original Notes pursuant to the guaranteed delivery procedures described above must ensure that the Exchange Agent receives the Notice of Guaranteed Delivery relating to such Original Notes prior to the Expiration Date. Failure to complete the guaranteed delivery procedures outlined above will not, of itself, affect the validity or effect a revocation of any Letter of Transmittal form properly completed and executed by a holder who attempted to use the guaranteed delivery procedures.

No alternative, conditional, irregular or contingent tenders will be accepted. Each tendering holder, by execution of this Letter of Transmittal (or facsimile thereof), shall waive any right to receive notice of the acceptance of the Original Notes for exchange.

2. Partial Tenders; Withdrawals.

Tenders of Original Notes will be accepted only in the principal amount of $2,000 and integral multiples of $1,000 in excess thereof. If less than the entire principal amount of Original Notes evidenced by a submitted certificate is tendered, the tendering holder(s) must fill in the aggregate principal amount of Original Notes tendered in the column entitled "Description of Original Notes Tendered Herewith" in Box 1 above. A newly issued certificate for the Original Notes submitted but not tendered will be sent to such holder promptly after the Expiration Date, unless otherwise provided in the appropriate box on this Letter of Transmittal. All Original Notes delivered to the Exchange Agent will be deemed to have been tendered in full unless otherwise clearly indicated. Original Notes tendered pursuant to the Exchange Offer may be withdrawn at any time prior to the Expiration Date, after which tenders of Original Notes are irrevocable.

To be effective with respect to the tender of Original Notes, a written notice of withdrawal (which may be by telegram, telex, facsimile or letter) must: (i) be received by the Exchange Agent at the address for the Exchange Agent set forth above before the Issuer notifies the Exchange Agent that it has accepted the tender of Original Notes pursuant to the Exchange Offer; (ii) specify the name of the person who tendered the Original Notes to be withdrawn; (iii) identify the Original Notes to be withdrawn (including the principal amount of such Original Notes, or, if applicable, the certificate numbers shown on the particular certificates evidencing such Original Notes and the principal amount of Original Notes represented by such certificates); (iv) include a statement that such holder is withdrawing its election to have such Original Notes exchanged; (v) specify the name in which any such Original Notes are to be registered, if different from that of the withdrawing holder; and (vi) be signed by the holder in the same manner as the original signature on this Letter of Transmittal (including any required signature guarantee). The Exchange Agent will return the properly withdrawn Original Notes promptly following receipt of notice of withdrawal. If Original Notes have been tendered pursuant to the procedure for book-entry transfer, any notice of withdrawal must specify the name and number of the account at the book-entry transfer facility to be credited with the withdrawn Original Notes or otherwise comply with the book-entry transfer facility's procedures. All questions as to the validity, form and eligibility of notices of withdrawals, including time of receipt, will be determined by the Issuer, and such determination will be final and binding on all parties.

Any Original Notes so withdrawn will be deemed not to have been validly tendered for exchange for purposes of the Exchange Offer. Any Original Notes which have been tendered for exchange but which are not accepted for exchange for any reason will be returned to the holder thereof without cost to such holder (or, in the case of Original Notes tendered by book-entry transfer into the Exchange Agent's account at the book entry transfer facility pursuant to the book-entry transfer procedures described above, such Original Notes will be credited to an account with such book-entry transfer facility specified by the holder) promptly after withdrawal, rejection of tender or termination of the Exchange Offer. Properly withdrawn Original Notes may be retendered by following one of the procedures described under the caption "The Exchange Offer—Procedures for Tendering" in the Prospectus at any time prior to the Expiration Date.

Neither the Issuer, any affiliate or assigns of the Issuer, the Exchange Agent nor any other person will be under any duty to give any notification of any irregularities in any notice of withdrawal or incur any liability for failure to give such notification (even if such notice is given to other persons).

3. Beneficial Owner Instructions.

Only a holder of Original Notes (i.e., a person in whose name Original Notes are registered on the books of the registrar or, in the case of Original Notes held through book-entry, such book-entry transfer facility specified by the holder), or the legal representative or attorney-in-fact of a holder, may execute and deliver this Letter of Transmittal. Any beneficial owner of Original Notes who wishes to accept the Exchange Offer must arrange promptly for the appropriate holder to execute and deliver this Letter of Transmittal on his or her behalf through the execution and delivery to the appropriate holder of the "Instructions to Registered Holder from Beneficial Owner" form accompanying this Letter of Transmittal.

4. Signature on this Letter of Transmittal; Written Instruments and Endorsements; Guarantee of Signatures.

If this Letter of Transmittal is signed by the registered holder(s) (which term, for the purposes described herein, shall include the book-entry transfer facility whose name appears on a security listing as the owner of the Original Notes) of the Original Notes tendered hereby, the signature must correspond exactly with the name(s) as written on the face of the certificates (or on such security listing) without alteration, addition, enlargement or any change whatsoever.

If any of the Original Notes tendered hereby are owned of record by two or more joint owners, all such owners must sign this Letter of Transmittal.

If a number of Original Notes registered in different names are tendered, it will be necessary to complete, sign and submit as many separate copies of this Letter of Transmittal (or facsimiles thereof) as there are different registrations of Original Notes.

When this Letter of Transmittal is signed by the registered holder(s) of Original Notes (which term, for the purposes described herein, shall include the book-entry transfer facility whose name appears on a security listing as the owner of the Original Notes) listed and tendered hereby, no endorsements of certificates or separate written instruments of transfer or exchange are required. If, however, this Letter of Transmittal is signed by a person other than the registered holder(s) of the Original Notes listed or the Exchange Notes are to be issued, or any untendered Original Notes are to be reissued, to a person other than the registered holder(s) of the Original Notes, such Original Notes must be endorsed or accompanied by separate written instruments of transfer or exchange in form satisfactory to the Issuer and duly executed by the registered holder, in each case signed exactly as the name or names of the registered holder(s) appear(s) on the Original Notes and the signatures on such certificates must be guaranteed by an Eligible Guarantor Institution. If this Letter of Transmittal, any certificates or separate written instruments of transfer or exchange are signed by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity, such persons should so indicate when signing, and, unless waived by the Issuer, submit proper evidence satisfactory to the Issuer, in their sole discretion, of such persons' authority to so act.

Endorsements on certificates for the Original Notes or signatures on bond powers required by this Instruction 4 must be guaranteed by a member firm of a registered national securities exchange or of the National Association of Securities Dealers, Inc., a commercial bank or trust company having an office or correspondent in the United States or another "eligible guarantor institution" within the meaning of Rule 17Ad-15 under the Securities Exchange Act of 1934, as amended (an "Eligible Guarantor Institution").

Signatures on this Letter of Transmittal must be guaranteed by an Eligible Guarantor Institution, unless Original Notes are tendered: (i) by a registered holder (which term, for the purposes described herein, shall include the book-entry transfer facility whose name appears on a security listing as the

owner of the Original Notes) who has not completed the box entitled "Special Registration Instructions" or "Special Delivery Instructions" on this Letter of Transmittal; or (ii) for the account of an Eligible Guarantor Institution.

5. Special Registration and Delivery Instructions.

Tendering holders should indicate, in the applicable Box 6 or Box 7, the name and address in/to which the Exchange Notes and/or certificates for Original Notes not exchanged are to be issued or sent, if different from the name(s) and address(es) of the person signing this Letter of Transmittal. In the case of issuance in a different name, the tax identification number or social security number of the person named must also be indicated. A holder tendering the Original Notes by book-entry transfer may request that the Original Notes not exchanged be credited to such account maintained at the book-entry transfer facility as such holder may designate. See Box 4.

If no such instructions are given, the Exchange Notes (and any Original Notes not tendered or not accepted) will be issued in the name of and sent to the holder signing this Letter of Transmittal or deposited into such holder's account at the applicable book-entry transfer facility.

6. Transfer Taxes.

The Issuer shall pay all transfer taxes, if any, applicable to the transfer and exchange of the Original Notes for the Exchange Notes pursuant to the Exchange Offer. If, however, the Exchange Notes are delivered to or issued in the name of a person other than the registered holder, or if a transfer tax is imposed for any reason other than the transfer and exchange of Original Notes to the Issuer or their order pursuant to the Exchange Offer, the amount of any such transfer taxes (whether imposed on the registered holder or any other person) will be payable by the tendering holder. If satisfactory evidence of payment of such taxes or exemption therefrom is not submitted herewith the amount of such transfer taxes will be billed directly to such tendering holder.

Except as provided in this Instruction 6, it will not be necessary for transfer tax stamps to be affixed to the Original Notes listed in this Letter of Transmittal.

7. Waiver of Conditions.

The Issuer reserves the absolute right to waive, in whole or in part, any of the conditions to the Exchange Offer set forth in the Prospectus.

8. Mutilated, Lost, Stolen or Destroyed Securities.

Any holder whose Original Notes have been mutilated, lost, stolen or destroyed, should promptly contact the Exchange Agent at the address set forth on the first page hereof for further instructions. The holder will then be instructed as to the steps that must be taken in order to replace the certificate(s). This Letter of Transmittal and related documents cannot be processed until the procedures for replacing lost, destroyed or stolen certificate(s) have been completed.

9. No Conditional Tenders; No Notice of Irregularities.

No alternative, conditional, irregular or contingent tenders will be accepted. All tendering holders, by execution of this Letter of Transmittal, shall waive any right to receive notice of the acceptance of their Original Notes for exchange. The Issuer reserves the right, in its reasonable judgment, to waive any defects, irregularities or conditions of tender as to particular Original Notes. The Issuer's interpretation of the terms and conditions of the Exchange Offer (including the instructions in this Letter of Transmittal) will be final and binding on all parties. Unless waived, any defects or irregularities in connection with tenders of Original Notes must be cured within such time as the Issuer

shall determine. Although the Issuer intends to notify holders of defects or irregularities with respect to tenders of Original Notes, neither the Issuer, the Exchange Agent nor any other person is under any obligation to give such notice nor shall they incur any liability for failure to give such notification. Tenders of Original Notes will not be deemed to have been made until such defects or irregularities have been cured or waived. Any Original Notes received by the Exchange Agent that are not properly tendered and as to which the defects or irregularities have not been cured or waived will be returned by the Exchange Agent to the tendering holder promptly following the Expiration Date.

10. Requests for Assistance or Additional Copies.

Questions relating to the procedure for tendering, as well as requests for additional copies of the Prospectus and this Letter of Transmittal, may be directed to the Exchange Agent at the address and telephone number set forth on the first page hereof.

IMPORTANT: THIS LETTER OF TRANSMITTAL OR A FACSIMILE OR COPY THEREOF (TOGETHER WITH CERTIFICATES OF ORIGINAL NOTES OR CONFIRMATION OF BOOK-ENTRY TRANSFER AND ALL OTHER REQUIRED DOCUMENTS) OR A NOTICE OF GUARANTEED DELIVERY MUST BE RECEIVED BY THE EXCHANGE AGENT ON OR PRIOR TO THE EXPIRATION DATE.

IMPORTANT TAX INFORMATION

Under U.S. federal income tax law, a tendering holder whose Original Notes are accepted for exchange may be subject to backup withholding unless the holder provides the Exchange Agent with either (i) such holder's correct taxpayer identification number ("TIN") on the Substitute Form W-9 attached hereto, certifying (A) that the TIN provided on Substitute Form W-9 is correct (or that such holder of Original Notes is awaiting a TIN), (B) that the holder of Original Notes is not subject to backup withholding because (x) such holder of Original Notes is exempt from backup withholding, (y) such holder of Original Notes has not been notified by the Internal Revenue Service that he or she is subject to backup withholding as a result of a failure to report all interest or dividends or (z) the Internal Revenue Service has notified the holder of Original Notes that he or she is no longer subject to backup withholding and (C) that the holder of Original Notes is a U.S. Person (as defined below)(including a U.S. resident alien); or (ii) an adequate basis for exemption from backup withholding. If such holder of Original Notes is an individual, the TIN is such holder's social security number. If the Exchange Agent is not provided with the correct TIN, the holder of Original Notes may also be subject to certain penalties imposed by the Internal Revenue Service and any payments that are made to such holder may be subject to backup withholding (see below).

Certain holders of Original Notes (including, among others, all corporations and certain non-U.S. Persons) are not subject to these backup withholding and reporting requirements. However, exempt U.S. Persons who are holders of Original Notes should indicate their exempt status on the Substitute Form W-9. For example, a corporation should complete the Substitute Form W-9, providing its TIN and indicating that it is exempt from backup withholding. In order for a non-U.S. Person to qualify as an exempt recipient, the holder must submit a Form W-8BEN, signed under penalties of perjury, attesting to that person's exempt status. A Form W-8BEN can be obtained from the Exchange Agent. See the enclosed "Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9" for more instructions. Holders are encouraged to consult their own tax advisors to determine whether they are exempt from these backup withholding and reporting requirements.

If backup withholding applies, the Exchange Agent is required to withhold 28% of any payments made to the holder of Original Notes or other payee. Backup withholding is not an additional tax. Rather, the tax liability of persons subject to backup withholding will be reduced by the amount of tax withheld. If withholding results in an overpayment of taxes, a refund may be obtained from the Internal

Revenue Service, provided the required information is furnished. The Exchange Agent cannot refund amounts withheld by reason of backup withholding.

A holder who does not have a TIN may check the box in Part 3 of the Substitute Form W-9 if the surrendering holder of Original Notes has not been issued a TIN and has applied for a TIN or intends to apply for a TIN in the near future. If the box in Part 3 is checked, the holder of Original Notes or other payee must also complete the Certificate of Awaiting Taxpayer Identification Number below in order to avoid backup withholding. Notwithstanding that the box in Part 3 is checked and the Certificate of Awaiting Taxpayer Identification Number is completed, the Exchange Agent will withhold 28% of all payments made prior to the time a properly certified TIN is provided to the Exchange Agent and, if the Exchange Agent is not provided with a TIN within 60 days, such amounts will be paid over to the Internal Revenue Service. The holder of Original Notes is required to give the Exchange Agent the TIN (e.g., social security number or employer identification number) of the record owner of the Original Notes. If the Original Notes are in more than one name or are not in the name of the actual owner, consult the enclosed "Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9" for additional guidance on which number to report.

PAYER'S NAME: WILMINGTON TRUST FSB
SUBSTITUTE FORM W-9
REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: o Individual/Sole proprietor o C Corporation o S Corporation o Partnership o Limited liability company. Enter the tax classification (D=disregarded entity, C=C corporation, S=S corporation, P=partnership): o Other (see guidelines):	o Exempt payee
Address (number, street, and apt. or suite no.)	
City, state, and ZIP code	

PART I—TAXPAYER IDENTIFICATION NUMBER (TIN)

Enter your TIN in the box to the right. The TIN provided must match the name given above to avoid backup withholding. For individuals, this is your social security number (SSN).
However, for a resident alien, sole proprietor, or disregarded entity, see the enclosed Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9 (the "Guidelines"). For other entities, it is your employer identification number (EIN). If you do not have a number, see "How to get a TIN" in the Guidelines.

Social security number

Note. If the account is in more than one name, see the chart in the Guidelines for guidelines on whose number to enter.

OR

Employer identification number

PART II—CERTIFICATION

Under penalties of perjury, I certify that:

(1) The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued for me), and

(2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

(3) I am a U.S. citizen or other U.S. person (defined in the Guidelines).

CERTIFICATION INSTRUCTIONS. You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

Signature of U.S. person _____ Date _____

NOTE: FAILURE TO COMPLETE AND RETURN THIS FORM MAY RESULT IN A $50 PENALTY IMPOSED BY THE INTERNAL REVENUE SERVICE AND BACKUP WITHHOLDING (CURRENTLY AT A 28% RATE) ON ANY PAYMENTS MADE TO YOU. PLEASE REVIEW THE ENCLOSED GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9 FOR ADDITIONAL DETAILS.

NON-U.S. HOLDERS: IN LIEU OF COMPLETING THE SUBSTITUTE FORM W-9, EACH NON-U.S. HOLDER MUST SUBMIT THE APPLICABLE IRS FORM W-8 (SEE IMPORTANT TAX INFORMATION).

GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9

Guidelines for Determining the Proper Identification Number to Give the Payer

Social Security numbers (SSNs) have nine digits separated by two hyphens: i.e. 000-00-0000. Employer identification numbers (EINs) have nine digits separated by only one hyphen: i.e. 00-0000000. The table below will help determine the number to give the payer.

For this type of account:	Give the name and SSN of:	For this type of account:	Give the name and EIN of:
1. Individual	The individual	7. Disregarded entity not owned by an individual	The owner
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account(1)	8. A valid trust, estate or pension trust	Legal entity(4)
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor(2)	9. Corporate or LLC electing corporate status on Form 8832	The corporation
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee(1)	10. Association, club, religious, charitable, educational or other tax-exempt organization	The organization
b. So-called trust account that is not a legal or valid trust under state law	The actual owner(1)	11. Partnership or multi-member LLC	The partnership
5. Sole proprietorship or disregarded entity owned by an individual	The owner(3)	12. A broker or registered nominee	The broker or nominee
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Treas. Reg. section 1.671-4(b)(2)(i)(A))	The grantor	13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district or person) that receives agricultural program payments	The public entity
		14. Grantor trust filing under Optional Form 1099 Filing Method 2 (see Treas. Reg. section 1.671-4(b)(2)(i)(A))	The trust

(1) List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished

(2) Circle the minor's name and furnish the minor's SSN.

(3) You must show your individual name and you may also enter your business or "doing business as" name on the second name line. You may use either your SSN or EIN (if you have one), but the Internal Revenue Service (IRS) encourages you to use your SSN.

(4) List first and circle the name of the trust, estate or pension trust. (Do not furnish the taxpayer identification number (TIN) of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct TIN to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Use the Substitute Form W-9 only if you are a U.S. person (including a resident alien) to provide your correct TIN to Wilmington Trust FSB (the requester) and, when applicable, to (1) certify that the TIN you are giving is correct (or you are waiting for a number to be issued), (2) certify that you are not subject to backup withholding, or (3) claim exemption from backup withholding if you are a U.S. exempt payee.

Definition of a U.S. Person

For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in U.S. Treasury regulations section 301.7701-7).

Foreign Person

If you are a foreign person, do not use the Substitute Form W-9. Instead, use the appropriate IRS Form W-8 (see IRS Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident Alien Individuals Who Become Resident Aliens

If you are a resident alien individual who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to the Substitute Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

What is Backup Withholding?

Persons making certain payments to you must under certain conditions withhold and pay to the IRS a certain percentage (currently 28%) of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions under "Part II—Certification" below for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate IRS Instructions for the Requester of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of U.S. federal law, the requester may be subject to civil and criminal penalties.

SPECIFIC INSTRUCTIONS

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for C corporation, "S" for S corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under U.S. Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Payments of interest and dividends may be exempt from backup withholding if made to an exempt payee other than exempt payee in category (9), below. Payments for broker transactions may be exempt from backup withholding if made to exempt payees in categories (1) through (5) and (7) through (13) and C corporations, below, or to a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker. Payments for barter exchange transactions and patronage dividends may be exempt from backup withholding if made to exempt payees in categories (1) through (5), below. Payments over $600 required to be reported and direct sales over $5,000 generally may be exempt if made to exempt payees in categories (1) through (7), below. Unless otherwise indicated, all "section" references below are to sections of the Internal Revenue Code of 1986, as amended (the "Code").

The following is a list of payees exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

Part I—Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see "How to get a TIN" below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see "Limited liability company (LLC)" above), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart above for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use IRS Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or IRS Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get IRS Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate IRS Form W-8.*

Part II—Certification

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees see "Exempt Payee" above.

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out Item 2 in the certification before signing the form.

Privacy Act Notice

Section 6109 of the Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you,

mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. The IRS may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold currently 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply.

FOR ADDITIONAL INFORMATION CONTACT YOUR TAX CONSULTANT OR THE IRS.

QuickLinks

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Exhibit 99.2

KRATOS DEFENSE AND SECURITY SOLUTIONS, INC.

NOTICE OF GUARANTEED DELIVERY

OFFER TO EXCHANGE

$115,000,000 AGGREGATE PRINCIPAL AMOUNT OF 10% SENIOR SECURED NOTES DUE 2017, WHICH HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, FOR ANY AND ALL OF ITS OUTSTANDING 10% SENIOR SECURED NOTES DUE 2017 WHICH HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED

This form, or one substantially equivalent hereto, must be used to accept the Exchange Offer made by Kratos Defense & Security Solutions, Inc., a Delaware corporation (the "Issuer"), and the Guarantors, pursuant to the Prospectus, dated , 2011 (as the same may be amended or supplemented from time to time, the "Prospectus"), and the enclosed Letter of Transmittal (the "Letter of Transmittal"), if the certificates for the Original Notes are not immediately available or if the procedure for book-entry transfer cannot be completed on a timely basis or time will not permit all required documents to reach Wilmington Trust, National Association (the "Exchange Agent") prior to 5:00 P.M., New York City time, on the Expiration Date of the Exchange Offer. Such form may be delivered or transmitted by facsimile transmission, mail or hand delivery to, and must be received by, the Exchange Agent as set forth below. In addition, in order to utilize the guaranteed delivery procedures to tender the Original Notes pursuant to the Exchange Offer, a completed, signed and dated Letter of Transmittal (or facsimile thereof) must also be received by the Exchange Agent prior to 5:00 P.M., New York City time, on the Expiration Date of the Exchange Offer. Capitalized terms not defined herein have the meanings ascribed to them in the Letter of Transmittal.

The Exchange Agent for the Exchange Offer is:

WILMINGTON TRUST, NATIONAL ASSOCIATION

By Regular Mail, Registered Certified Mail,
Overnight Courier or Hand Delivery:
Wilmington Trust, National Association
c/o Wilmington Trust Company
Rodney Square North
1100 North Market Street
Wilmington, DE 19890-1626

By Facsimile Transmission
(eligible institutions only):
(302) 636-4139, Attention: Sam Hamed

For Information or Confirmation by
Telephone:
(302) 636-6181

DELIVERY OF THIS NOTICE OF GUARANTEED DELIVERY TO AN ADDRESS OTHER THAN AS SET FORTH ABOVE, OR TRANSMISSION OF THIS NOTICE OF GUARANTEED DELIVERY VIA FACSIMILE TO A NUMBER OTHER THAN AS SET FORTH ABOVE WILL NOT CONSTITUTE A VALID DELIVERY.

This Notice of Guaranteed Delivery is not to be used to guarantee signatures. If a signature on a Letter of Transmittal is required to be guaranteed by an eligible guarantor institution (as defined in the Prospectus), such signature guarantee must appear in the applicable space in Box 8 provided on the Letter of Transmittal for Guarantee of Signatures.

Ladies and Gentlemen:

Upon the terms and subject to the conditions set forth in the Prospectus and the accompanying Letter of Transmittal, receipt of which is hereby acknowledged, the undersigned hereby tenders to the Issuer the principal amount of Original Notes indicated below, pursuant to the guaranteed delivery procedures described in "The Exchange Offer—Guaranteed Delivery Procedures" section of the Prospectus.

Certificate Number(s) (if known) of Original Notes or Account Number at Book-Entry Transfer Facility	Aggregate Principal Amount Represented by Original Notes	Aggregate Principal Amount of Original Notes Being Tendered

PLEASE COMPLETE AND SIGN

All authority conferred or agreed to be conferred by this Notice of Guaranteed Delivery shall survive the death or incapacity of the undersigned and the undersigned's obligations under this Notice of Guaranteed Delivery shall be binding upon the undersigned's heirs, personal representatives, executors, administrators, successors, assigns, trustees in bankruptcy and other legal representatives.

_____

(Signature(s) of Record Holder(s))

_____

(Please Type or Print Name(s) of Record Holder(s))

_____

(Capacity of Signatory, if signature is by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation or other person acting in a fiduciary or representative capacity. See Instruction 2 below.)

Date: _____ , 2011

Address: _____

(Zip Code)

_____

(Daytime Area Code and Telephone No.)

o Check this Box if the Original Notes will be delivered by book-entry transfer to The Depository Trust Company.

Account Number: _____

THE ACCOMPANYING GUARANTEE MUST BE COMPLETED.

GUARANTEE OF DELIVERY
(Not to be used for signature guarantee)

The undersigned, a member of a recognized signature medallion program or an "eligible guarantor institution," as such term is defined in Rule 17Ad-15 under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), hereby (a) represents that the above person(s) "own(s)" the Original Notes tendered hereby within the meaning of Rule 14e-4(b)(2) under the Exchange Act, (b) represents that the tender of those Original Notes complies with Rule 14e-4 under the Exchange Act and (c) guarantees to deliver to the Exchange Agent, at its address set forth in the Notice of Guaranteed Delivery, the certificates representing all tendered Original Notes, in proper form for transfer, or a book-entry confirmation (a confirmation of a book-entry transfer of the Original Notes into the Exchange Agent's account at The Depository Trust Company), together with a properly completed and duly executed Letter of Transmittal (or facsimile thereof), with any required signature guarantees, and any other documents required by the Letter of Transmittal within three New York Stock Exchange trading days after the Expiration Date.

Name of Firm: _____

(Authorized Signature)

Address: _____

(Zip Code)

Area Code and Tel. No.: _____

Name: _____

(Please Type or Print)

Title: _____

Date: _____ , 2011

NOTE: DO NOT SEND ORIGINAL NOTES WITH THIS NOTICE OF GUARANTEED DELIVERY. ORIGINAL NOTES SHOULD BE SENT WITH YOUR LETTER OF TRANSMITTAL.

INSTRUCTIONS FOR NOTICE OF GUARANTEED DELIVERY

1. Delivery of this Notice of Guaranteed Delivery.

A properly completed and duly executed copy of this Notice of Guaranteed Delivery and any other documents required by this Notice of Guaranteed Delivery must be received by the Exchange Agent at its address set forth on the cover page hereof prior to the Expiration Date of the Exchange Offer. The method of delivery of this Notice of Guaranteed Delivery and any other required documents to the Exchange Agent is at the election and risk of the holders and the delivery will be deemed made only when actually received by the Exchange Agent. Instead of delivery by mail, it is recommended that the holders use an overnight or hand delivery service, properly insured. If such delivery is by mail, it is recommended that the holders use properly insured, registered mail with return receipt requested. In all cases, sufficient time should be allowed to assure timely delivery. For a description of the guaranteed delivery procedure, see Instruction 1 of the Letter of Transmittal. No notice of Guaranteed Delivery should be sent to the Issuer.

2. Signatures on this Notice of Guaranteed Delivery.

If this Notice of Guaranteed Delivery is signed by the registered holder(s) of the Original Notes referred to herein, the signatures must correspond with the name(s) written on the face of the Original Notes without alteration, addition, enlargement or any change whatsoever. If this Notice of Guaranteed Delivery is signed by a person other than the registered holder(s) of any Original Notes listed, this Notice of Guaranteed Delivery must be accompanied by appropriate bond powers, signed as the name of the registered holder(s) appear(s) on the Original Notes without alteration, addition, enlargement or any change whatsoever. If this Notice of Guaranteed Delivery is signed by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation or other person acting in a fiduciary or representative capacity, such person should so indicate when signing and, unless waived by the Issuer, evidence satisfactory to the Issuer of its authority so to act must be submitted with this Notice of Guaranteed Delivery.

3. Questions and Requests for Assistance or Additional Copies.

Questions and requests for assistance and requests for additional copies of the Prospectus may be directed to the Exchange Agent at the address set forth on the cover hereof. Holders may also contact their broker, dealer, commercial bank, trust company or other nominee for assistance concerning the Exchange Offer.

QuickLinks

QuickLinks -- Click here to rapidly navigate through this document

Exhibit 99.3

KRATOS DEFENSE & SECURITY SOLUTIONS, INC.

**LETTER TO REGISTERED HOLDERS AND
DEPOSITORY TRUST COMPANY PARTICIPANTS**

OFFER TO EXCHANGE

$115,000,000 AGGREGATE PRINCIPAL AMOUNT OF 10% SENIOR SECURED NOTES DUE 2017, WHICH HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, FOR ANY AND ALL OF ITS OUTSTANDING 10% SENIOR SECURED NOTES DUE 2017 WHICH HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED

To Registered Holders and Depository Trust Company Participants:

Enclosed are the materials listed below relating to the offer by Kratos Defense & Security Solutions, Inc., a Delaware corporation (the "Issuer"), to exchange its new 10% Senior Secured Notes due 2017 (the "Exchange Notes"), pursuant to an offering registered under the Securities Act of 1933, as amended (the "Securities Act"), for a like principal amount of its issued and outstanding 10% Senior Secured Notes due 2017 which have not been registered under the Securities Act (the "Original Notes") upon the terms and subject to the conditions set forth in the accompanying Prospectus, dated , 2011 (as the same may be amended or supplemented from time to time, the "Prospectus"), and the related Letter of Transmittal (which together constitute the "Exchange Offer").

Capitalized terms used herein and not defined herein shall have the meanings assigned to them in the Prospectus.

Enclosed herewith are copies of the following documents:

1. Prospectus dated , 2011;

2. Letter of Transmittal;

3. Notice of Guaranteed Delivery; and

4. Letter which may be sent to your clients ("Letter to Clients") for whose accounts you hold Original Notes registered in your name or in the name of your nominee, with an instruction form provided for obtaining such clients' instructions with regard to the Exchange Offer.

We urge you to contact your clients promptly. Please note that the Exchange Offer will expire at 5:00 p.m., New York City time, on , 2011, unless extended. Tendered Original Notes may be withdrawn at any time prior to 5:00 p.m., New York City time, on the Expiration Date.

The Exchange Offer is not conditioned upon any minimum number of Original Notes being tendered, except that Original Notes may be tendered only in denominations of $2,000 and integral multiples of $1,000 in excess thereof.

Pursuant to the Letter of Transmittal, each holder of Original Notes shall represent to the Issuer that (i) any Exchange Notes received by it will be acquired in the ordinary course of its business, (ii) at the time of the commencement and consummation of the Exchange Offer the holder has not entered into any arrangement or understanding with any person to participate in the distribution (within the meaning of the Securities Act) of the Exchange Notes in violation of the provisions of the Securities Act, (iii) if the holder is an "affiliate" of the Issuer within the meaning of Rule 405 of the Securities Act, it will comply with the registration and prospectus delivery requirements of the Securities Act to the extent applicable to it and (iv) if the holder is not a broker-dealer, it is not engaged in, and does not intend to engage in, the distribution of the Exchange Notes. If the holder is a broker-dealer, the holder shall make the representations to the Issuer that are described in the immediately following paragraph. If the holder is a person in the United Kingdom, the holder represents that its ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business.

The Exchange Offer is being made based on the our understanding of interpretations of the staff of the Securities and Exchange Commission (the "SEC") contained in Exxon Capital Holdings Corp., SEC no-action letter (available May 13, 1988), Morgan Stanley & Co. Inc., SEC no-action letter (available June 5, 1991) and Shearman & Sterling, SEC no-action letter (available July 2, 1993), or similar no-action letters, that the Exchange Notes issued in exchange for the Original Notes pursuant to the Exchange Offer may be offered for resale, resold and otherwise transferred by each holder thereof (other than a broker-dealer who acquires such Exchange Notes directly from the Issuer for resale pursuant to Rule 144A under the Securities Act or any other available exemption under the Securities Act or any such holder that is an affiliate of the Issuer or an affiliate of any Guarantor within the meaning of Rule 405 of the Securities Act), without compliance with the registration and prospectus delivery provisions of the Securities Act, provided that such Exchange Notes are acquired in the ordinary course of such holder's business and such holder is not engaged in, and does not intend to engage in, a distribution of such Exchange Notes and has no arrangement or understanding with any person to participate in a distribution of such Exchange Notes. If a holder of the Original Notes is an affiliate of the Issuer or an affiliate of any Guarantor, is not acquiring the Exchange Notes in the ordinary course of its business, is engaged in or intends to engage in a distribution of the Exchange Notes or has any arrangement or understanding with respect to the distribution of the Exchange Notes to be acquired pursuant to the Exchange Offer, such holder (x) may not rely on the applicable interpretations of the staff of the SEC and (y) in the absence of an exception from the position stated immediately above, must comply with the registration and prospectus delivery requirements of the Securities Act in connection with any resale of the Exchange Notes. If the holder is a broker-dealer that will receive the Exchange Notes for its own account in exchange for the Original Notes, it shall represent to the Issuer that the Original Notes to be exchanged for the Exchange Notes were acquired by it as a result of market-making activities or other trading activities and acknowledges that it will deliver a Prospectus in connection with any resale or transfer of such Exchange Notes; provided, however, that by so acknowledging and by delivering a Prospectus, such holder will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act.

Notwithstanding any other provisions of the Exchange Offer, or any extension of the Exchange Offer, the Issuer will not be required to accept for exchange, or to exchange any Exchange Notes for, any Original Notes and may terminate the Exchange Offer (whether or not any Original Notes have been accepted for exchange) or may waive any conditions to or amend the Exchange Offer, if any of the conditions described in the Prospectus under "The Exchange Offer—Conditions" have occurred or exist or have not been satisfied.

The Issuer will not pay any fee or commission to any broker or dealer or to any other persons (other than the Exchange Agent) in connection with the solicitation of tenders of Original Notes pursuant to the Exchange Offer. The Issuer will pay or cause to be paid any transfer taxes payable on the transfer of Original Notes to it, except as otherwise provided in Instruction 6 of the enclosed Letter of Transmittal.

The Exchange Offer provides a procedure for holders to tender the Original Notes by means of guaranteed delivery.

Additional copies of the enclosed material may be obtained from the Exchange Agent at its address and telephone number set forth on the Letter of Transmittal.

Very truly yours,

/s/ Kratos Defense & Security Solutions, Inc.

NOTHING CONTAINED HEREIN OR IN THE ENCLOSED DOCUMENTS SHALL CONSTITUTE YOU THE AGENT OF KRATOS DEFENSE & SECURITY SOLUTIONS, INC. OR WILMINGTON TRUST FSB OR AUTHORIZE YOU TO USE ANY DOCUMENT OR MAKE ANY STATEMENT ON THEIR BEHALF IN CONNECTION WITH THE EXCHANGE OFFER OTHER THAN THE DOCUMENTS ENCLOSED HEREWITH AND THE STATEMENTS CONTAINED THEREIN.

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Exhibit 99.4

KRATOS DEFENSE & SECURITY SOLUTIONS, INC.

FORM OF LETTER TO CLIENTS

OFFER TO EXCHANGE

$115,000,000 AGGREGATE PRINCIPAL AMOUNT OF 10% SENIOR SECURED NOTES DUE 2017, WHICH HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, FOR ANY AND ALL OF ITS OUTSTANDING 10% SENIOR SECURED NOTES DUE 2017 WHICH HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED

To Our Clients:

Enclosed is a Prospectus, dated , 2011 (as the same may be amended or supplemented from time to time, the "Prospectus"), of Kratos Defense & Security Solutions, Inc., a Delaware corporation (the "Issuer"), and a related Letter of Transmittal (which together constitute the "Exchange Offer") relating to the offer by the Issuer to exchange its new 10% Senior Secured Notes due 2017 (the "Exchange Notes") registered under the Securities Act of 1933, as amended (the "Securities Act"), for a like principal amount of its issued and outstanding 10% Senior Secured Notes due 2017 which have not been registered under the Securities Act (the "Original Notes") upon the terms and subject to the conditions set forth in the Exchange Offer.

Please note that the Exchange Offer will expire at 5:00 p.m., New York City time, on , 2011, unless extended (the "Expiration Date").

The Exchange Offer is not conditioned upon any minimum number of Original Notes being tendered, except that Original Notes may be tendered only in denominations of $2,000 and integral multiples of $1,000 in excess thereof.

We are the holder of record and/or participant in the book-entry transfer facility of Original Notes held by us for your account. A tender of such Original Notes can be made only by us as the record holder and/or participant in the book-entry transfer facility and pursuant to your instructions. The Letter of Transmittal is furnished to you for your information only and cannot be used by you to tender Original Notes held by us for your account.

We request instructions as to whether you wish to tender any or all of the Original Notes held by us for your account pursuant to the terms and conditions of the Exchange Offer. We also request that you confirm that we may, on your behalf, make the representations contained in the Letter of Transmittal.

Pursuant to the Letter of Transmittal, the undersigned hereby represents that (i) any Exchange Notes acquired in exchange for Original Notes tendered hereby will have been acquired in the ordinary course of business of the person receiving such Exchange Notes, whether or not such person is the undersigned, (ii) neither the holder of such Original Notes nor any such other person, at the time of the commencement and consummation of the Exchange Offer, has entered into any arrangement or understanding with any person to participate in the distribution (within the meaning of the Securities Act) of the Exchange Notes in violation of the provisions of the Securities Act, (iii) if the holder or any such other person is an "affiliate" of the Issuer within the meaning of Rule 405 of the Securities Act, it will comply with the registration and prospectus delivery requirements of the Securities Act to the extent applicable to it, (iv) if the holder or any such other person is not a broker-dealer, it is not engaged in, and does not intend to engage in, the distribution of the Exchange Notes, and (v) the undersigned is not acting on behalf of any persons or entities who cannot truthfully make the foregoing representations. If the undersigned is a broker-dealer, the undersigned makes the representations to the Issuer that are described in the immediately following paragraph. If the undersigned is a person in the United Kingdom, the undersigned represents that its ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business.

The undersigned also acknowledges that the Exchange Offer is being made based on the Issuer's understanding of interpretations of the staff of the Securities and Exchange Commission (the "SEC")

contained in *Exxon Capital Holdings Corp.*, SEC no-action letter (available May 13, 1988), *Morgan Stanley & Co. Inc.*, SEC no-action letter (available June 5, 1991) and *Shearman & Sterling*, SEC no-action letter (available July 2, 1993), or similar no-action letters, that the Exchange Notes issued in exchange for the Original Notes pursuant to the Exchange Offer may be offered for resale, resold and otherwise transferred by each holder thereof (other than a broker-dealer who acquires such Exchange Notes directly from the Issuer for resale pursuant to Rule 144A under the Securities Act or any other available exemption under the Securities Act or any such holder that is an affiliate of the Issuer or an affiliate of any Guarantor within the meaning of Rule 405 of the Securities Act), without compliance with the registration and prospectus delivery provisions of the Securities Act, provided that such Exchange Notes are acquired in the ordinary course of such holder's business and such holder is not engaged in, and does not intend to engage in, a distribution of such Exchange Notes and has no arrangement or understanding with any person to participate in a distribution of such Exchange Notes. If a holder of the Original Notes is an affiliate of the Issuer or an affiliate of any Guarantor, is not acquiring the Exchange Notes in the ordinary course of its business, is engaged in or intends to engage in a distribution of the Exchange Notes or has any arrangement or understanding with respect to the distribution of the Exchange Notes to be acquired pursuant to the Exchange Offer, such holder (x) may not rely on the applicable interpretations of the staff of the SEC and (y) in the absence of an exception from the position stated immediately above, must comply with the registration and prospectus delivery requirements of the Securities Act in connection with any resale of the Exchange Notes. If the undersigned is a broker-dealer that will receive the Exchange Notes for its own account in exchange for the Original Notes, it represents that the Original Notes to be exchanged for the Exchange Notes were acquired by it as a result of market-making activities or other trading activities and acknowledges that it will deliver a Prospectus in connection with any resale or transfer of such Exchange Notes; provided, however, that by so acknowledging and by delivering a Prospectus, the undersigned will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act.

In addition, your attention is directed to the following:

1. Exchange Notes will be issued in the same aggregate principal amount as Original Notes accepted in the Exchange Offer. You may instruct us to tender some or all of your Original Notes in the Exchange Offer.

2. The forms and terms of the Exchange Notes are the same in all material respects as the forms and terms of the Original Notes (which they replace), except that the Exchange Notes have been registered under the Securities Act.

3. The Exchange Offer will expire at 5:00 p.m., New York City time on , 2011, unless extended. Tenders of Original Notes may be withdrawn at any time prior to 5:00 p.m., New York City time on the Expiration Date.

4. Notwithstanding any other provisions of the Exchange Offer, or any extension of the Exchange Offer, the Issuer will not be required to accept for exchange, or to exchange any Exchange Notes for, any Original Notes and may terminate the Exchange Offer (whether or not any Original Notes have been accepted for exchange) or may waive any conditions to or amend the Exchange Offer, if any of the conditions described in the Prospectus under "The Exchange Offer—Conditions" have occurred or exist or have not been satisfied.

5. Any transfer taxes applicable to the exchange of Original Notes pursuant to the Exchange Offer will be paid by the Issuer, except as otherwise provided in Instruction 6 of the Letter of Transmittal.

6. If you wish to tender any or all of your Original Notes, we must receive your instructions in ample time to permit us to effect a valid tender on your behalf on or prior to the Expiration Date.

If you wish to have us tender any or all of your Original Notes held by us for your account upon the terms set forth in the Prospectus and Letter of Transmittal, please so instruct us by completing, executing and returning to us the instruction form below. If you authorize the tender of your Original

Notes, all such Original Notes will be tendered unless otherwise specified in your instructions below. YOUR INSTRUCTIONS SHOULD BE FORWARDED TO US IN AMPLE TIME TO PERMIT US TO SUBMIT A TENDER ON YOUR BEHALF ON OR PRIOR TO THE EXPIRATION DATE.

The Exchange Offer is not being made to (nor will tenders of Original Notes be accepted from or on behalf of) holders of Original Notes in any jurisdiction in which the making or acceptance of the Exchange Offer would not be in compliance with the laws of such jurisdiction. However, the Issuer, in its sole discretion, may take such action as it may deem necessary to make the Exchange Offer in any such jurisdiction, and may extend the Exchange Offer to holders of Original Notes in such jurisdiction.

INSTRUCTIONS WITH RESPECT TO THE EXCHANGE OFFER

The undersigned hereby acknowledge(s) receipt of your letter and the enclosed materials referred to therein relating to the Exchange Offer made by Kratos Defense & Security Solutions, Inc. with respect to its Original Notes.

This will instruct you, the registered holder and/or book-entry transfer facility participant, as to the action to be taken by you relating to the Exchange Offer with respect to the Original Notes held by you for the account of the undersigned.

The aggregate face amount of the Original Notes held by you for the account of the undersigned is (fill in amount):

$ _____

With respect to the Exchange Offer, the undersigned hereby instructs you (check appropriate box):

o To TENDER the following Original Notes held by you for the account of the undersigned (insert principal amount of Original Notes to be tendered, if any):

$ _____

o NOT to TENDER any Original Notes held by you for the account of the undersigned.

If the undersigned instructs you to tender the Original Notes held by you for the account of the undersigned, it is understood that you are authorized to make, on behalf of the undersigned (and the undersigned, by its signature below, hereby makes to you), the representations and warranties contained in the Letter of Transmittal that are to be made with respect to the undersigned as beneficial owner(s), including but not limited to the representations stated above, that (i) any Exchange Notes received by it will be acquired in the ordinary course of its business, (ii) at the time of the commencement and consummation of the Exchange Offer the holder has not entered into any arrangement or understanding with any person to participate in the distribution (within the meaning of the Securities Act) of the Exchange Notes in violation of the provisions of the Securities Act, (iii) if the holder is an "affiliate" of the Issuer within the meaning of Rule 405 of the Securities Act, it will comply with the registration and prospectus delivery requirements of the Securities Act to the extent applicable to it, (iv) if the holder is not a broker-dealer, it is not engaged in, and does not intend to engage in, the distribution of the Exchange Notes, (v) if the holder is a broker-dealer that will receive Exchange Notes for its own account in exchange for Original Notes that were acquired as a result of market-making activities or other trading activities, it will deliver a Prospectus in connection with any resale of the Exchange Notes and (vi) the undersigned is not acting on behalf of any persons or entities who cannot truthfully make the foregoing representations. By acknowledging that it will deliver and by delivering a prospectus meeting the requirements of the Securities Act in connection with any resale of such Exchange Notes, such broker-dealer is not deemed to admit that it is an "underwriter" within the meaning of the Securities Act.

THE METHOD OF DELIVERY OF THIS DOCUMENT IS AT THE ELECTION AND RISK OF THE UNDERSIGNED. IF DELIVERY IS BY MAIL, REGISTERED MAIL WITH RETURN RECEIPT REQUESTED, PROPERLY INSURED, IS RECOMMENDED. IN ALL CASES, SUFFICIENT TIME SHOULD BE ALLOWED TO ASSURE DELIVERY.

SIGN HERE

Name of beneficial owner(s) (please print):

_____

Signature(s): _____

Address: _____

_____

Telephone Number:

Taxpayer Identification or Social Security Number:

_____

Date: _____

None of the Original Notes held by us for your account will be tendered unless we receive written instructions from you to do so. Unless a specific contrary instruction is given in the space provided above, your signature(s) hereon shall constitute an instruction to us to tender all the Original Notes held by us for your account.

QuickLinks

Exhibit 99.5

Unaudited Interim Condensed Consolidated Financial Statements

INTEGRAL SYSTEMS, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED BALANCE SHEETS
(in thousands, except par value and number of shares)
(unaudited)

	July 1, 2011	September 24, 2010
Assets		
Current assets:		
Cash and cash equivalents	$ 6,171	$ 2,625
Accounts receivable, net of allowance for doubtful accounts of $96 and $106 at July 1, 2011 and September 24, 2010, respectively	24,090	27,973
Unbilled revenue	51,165	41,703
Prepaid expenses and other current assets	2,506	1,854
Income tax receivable	3,686	2,563
Deferred contract costs	5,568	8,077
Inventory	12,998	12,016
Total current assets	106,184	96,811
Restricted cash	1,003	1,001
Property and equipment, net	25,426	23,374
Goodwill	71,834	71,834
Intangible assets, net	18,608	21,955
Other assets	2,217	2,846
Total assets	$ 225,272	$ 217,821
Liabilities and Stockholders' Equity		
Current liabilities:		
Short-term debt	$ 32,500	$ 28,000
Accounts payable	9,437	6,479
Accrued expenses	25,401	26,162
Deferred income taxes	8,655	8,655
Deferred revenues	18,614	14,812
Total current liabilities	94,607	84,108
Deferred rent, non-current	8,235	8,553
Deferred income taxes, non-current	3,464	3,464
Obligations under capital leases	3,435	4,181
Other non-current liabilities	968	991
Total liabilities	110,709	101,297
Stockholders' equity:		
Common stock, $.01 par value, 80,000,000 shares authorized, and 17,831,978 and 17,572,300 shares issued and outstanding at July 1, 2011 and September 24, 2010, respectively	179	176
Additional paid-in capital	74,566	70,528
Retained earnings	39,990	45,958
Accumulated other comprehensive loss	(172)	(138)
Total stockholders' equity	114,563	116,524
Total liabilities and stockholders' equity	$ 225,272	$ 217,821

The accompanying notes are an integral part of these condensed consolidated financial statements.

INTEGRAL SYSTEMS, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
(in thousands, except per share amounts)
(unaudited)

	Three Months Ended		Nine Months Ended	
	July 1, 2011	June 25, 2010	July 1, 2011	June 25, 2010
Revenue:				
Contract revenue	$ 36,565	$ 35,476	$ 113,015	$ 93,641
Product revenue	15,146	5,043	29,158	17,999

Software maintenance revenue	3,782	3,832	11,140	10,743
Total revenue	55,493	44,351	153,313	122,383
Cost of revenue:				
Contract and software maintenance cost of revenue	30,763	28,817	94,785	67,819
Product cost of revenue	6,938	2,297	12,503	7,389
Total cost of revenue	37,701	31,114	107,288	75,208
Gross profit	17,792	13,237	46,025	47,175
Operating expense:				
Selling, general & administrative	14,219	14,569	43,278	42,666
Research & development	2,707	3,717	8,562	7,218
Income (loss) from operations	866	(5,049)	(5,815)	(2,709)
Other income (expense), net	(631)	(347)	(2,814)	(449)
Income (loss) before income taxes	235	(5,396)	(8,629)	(3,158)
Income tax provision (benefit)	193	(1,595)	(2,661)	(708)
Net income (loss)	$ 42	$ (3,801)	$ (5,968)	$ (2,450)
Comprehensive income (loss):				
Cumulative currency translation adjustment	(122)	(206)	(34)	(642)
Total comprehensive income (loss)	$ (80)	$ (4,007)	$ (6,002)	$ (3,092)
Weighted average number of common shares:				
Basic	17,788	17,554	17,696	17,477
Diluted	17,999	17,554	17,696	17,477
Net income (loss) per share:				
Basic	$ 0.00	$ (0.22)	$ (0.34)	$ (0.14)
Diluted	$ 0.00	$ (0.22)	$ (0.34)	$ (0.14)

The accompanying notes are an integral part of these condensed consolidated financial statements.

INTEGRAL SYSTEMS, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(in thousands of dollars)
(unaudited)

	Nine Months Ended	
	July 1, 2011	June 25, 2010
Cash flows from operating activities:		
Net loss	$ (5,968)	$ (2,450)
Adjustments to reconcile net loss to net cash provided by operating activities:		
Depreciation and amortization	6,441	5,093
Amortization of deferred financing fees	803	240
Loss on disposal of fixed assets	8	6
Bad debt recovery	(10)	(1,041)
Stock-based compensation	2,073	2,131
Changes in operating assets and liabilities		
Accounts receivable	3,321	17,259
Unbilled revenue	(9,452)	(6,004)
Prepaid expenses and other current assets	(1,144)	(853)
Deferred contract costs	2,508	(3,629)
Inventory	(981)	(2,977)
Income taxes	(1,116)	9,847
Accounts payable	2,965	(1,756)
Accrued expenses	445	(786)
Deferred revenue	4,531	4,497
Other	(342)	56
Net cash provided by operating activities	4,082	19,633
Cash flows from investing activities:		
Acquisitions of property and equipment	(5,144)	(3,997)
Acquisition of CVG, Incorporated, net of cash received	—	(32,256)
Acquisition of Sophia Wireless, Incorporated	—	(2,500)
Net cash used in investing activities	(5,144)	(38,753)

Cash flows from financing activities:		
Proceeds from line of credit borrowing	12,000	41,500
Repayment of line of credit borrowing	(7,500)	(11,811)
Payments on capital lease obligations	(811)	(702)
Deferred financing fees paid	(163)	(1,521)
Proceeds from issuance of common stock	926	460
Restricted cash deposit	(2)	(1,001)
Net cash provided by financing activities	4,450	26,925
Net increase in cash and cash equivalents	3,388	7,805
Effect of exchange rate changes on cash	158	(457)
Cash and cash equivalents - beginning of period	2,625	5,698
Cash and cash equivalents - end of period	$ 6,171	$ 13,046
Supplemental disclosures of cash flow information:		
Income taxes paid	$ 159	$ 1,641
Interest expense paid	$ 2,144	$ 440

The accompanying notes are an integral part of these condensed consolidated financial statements.

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1. Description of Business

Integral Systems, Inc. (the “Company”, “we”, “us”, “our”, or “Integral Systems”) is a Maryland corporation incorporated in 1982. We apply almost 30 years of experience to providing integrated technology solutions for the aerospace and communications markets. Customers rely on the Integral Systems family of solution providers (Integral Systems, Inc., Integral Systems Europe, Lumistar, Inc., Newpoint Technologies, Inc., RT Logic, Integral Systems’ SATCOM Solutions Division, and SAT Corporation) to deliver products, systems, and services on time and on budget.

Our expert teams design and deliver innovative solutions combining customized products and services to address the specific needs of our customers. Integral Systems solutions include: command and control, signal processing and data communications, enterprise network management, and communications information assurance. We have developed and we own many of the key technologies used in our solutions. By controlling these pivotal technologies.

Since our founding in 1982, we have supported more than 250 satellite missions for both commercial and government customers who perform communications, science, meteorology, and earth resource applications, and our systems are utilized worldwide. Our products support more than 75% of the commercial geostationary satellite operators and support over 80% of U.S. space missions. We integrate leading edge technologies, algorithms, and integration processes and a commercial model to bring efficiencies into the government market, which is our largest source of revenue.

2. Basis of Presentation

The interim financial statements include the results of Integral Systems, and our wholly owned subsidiaries, SAT Corporation (“SAT”), Newpoint Technologies, Inc. (“Newpoint”), Real Time Logic, Inc. (“RT Logic”), Lumistar, LLC (“Lumistar”), Integral Systems Europe S.A.S. (“ISI Europe”), CVG, Inc., and Integral Systems Europe Limited (“ISE Limited”). All significant intercompany transactions have been eliminated in consolidation.

Our fiscal year end date is the last Friday of September of each year, resulting in Fiscal Year 2010 ending on September 24, 2010. Fiscal Year 2011 will end on September 30, 2011. It is our practice to close our books and records on the Friday prior to the calendar quarter-end for interim periods (the thirteenth week in the calendar quarter) to align our financial closing with our business processes. Because Fiscal Year 2011 will include 53 weeks, the first quarter had a 14 week duration and ended on December 31, 2010. We do not believe this materially affects the comparability of the results of operations presented.

During the third quarter of Fiscal Year 2010, we reflected reclassifications of certain expenses previously reported as cost of revenue to selling, general and administrative expense. This reclassification has been reflected in the results for the three and nine months ended June 25, 2010 included in this interim condensed consolidated financial statements. These reclassifications consist of the presentation of costs associated with development, enhancement, and support of our licensed EPOCH Integrated Product Suite, costs associated with our idle and unoccupied facility space, and overhead expenses. The research and development expenses incurred in the development of new products for our EPOCH Integrated Product Suite are now being classified as selling, general, and administrative expense. Costs associated with our previously idled and unoccupied facilities in Lanham, Maryland and previously unoccupied space in our Columbia, Maryland facility were classified as selling, general, and administrative expense. A portion of our overhead expenses is now being allocated to selling, general, and administrative expense to be consistent with standard United States government contract accounting practices. All of these costs were previously included in cost of revenue. The total amount of costs reclassified to selling, general, and administrative expense was $3.4 million relating to the three months ended June 25, 2010 and resulted in a net income effect of $0 during the nine months ended June 25, 2010. In addition to these changes, we also modified the allocation of selling, general, and administrative expense incurred by our corporate support functions to our three segments to align with standard United States government contract accounting practices. These reclassifications did not impact revenue, income from operations, net income, or earnings per share for the three and nine months ended June 25, 2010. We have also reclassified certain amounts to conform with the presentation for the three and nine months ended July 1, 2011.

The information as of July 1, 2011 and for the three and nine months ended July 1, 2011 and June 25, 2010 is unaudited. The condensed consolidated balance sheet as of September 24, 2010 was derived from the Company’s audited consolidated financial statements at that date. The results have been prepared in accordance with the instructions to Form 10-Q and do not necessarily include all information and footnotes necessary for presentation in accordance with accounting principles generally accepted in the U.S. (“U.S. GAAP”). Accordingly, they do not include all of the information and notes required by U.S. GAAP

for complete financial statements. In the opinion of management, all adjustments (consisting of normal recurring adjustments) considered necessary for a fair presentation have been included. Operating results for the three and nine months ended July 1, 2011 are not necessarily indicative of the results that may be expected for Fiscal Year 2011.

The preparation of financial statements in conformity with U.S. GAAP requires us to make estimates and judgments that affect certain reported amounts of assets and liabilities, and changes therein, disclosure of contingent assets and liabilities, and revenues and expenses recognized during the reporting period. Actual results could differ from those estimates.

3. Accounts Receivable, Unbilled Revenue, and Deferred Revenue

Accounts receivable are recorded at the amount invoiced and generally do not bear interest. The allowance for doubtful accounts is our best estimate of the amount of probable credit losses from the existing accounts receivable. We had an allowance for doubtful account balance of $0.1 million as of July 1, 2011 and September 24, 2010, respectively.

Unbilled revenue represents amounts recognized as revenue that have not been billed. Unbilled revenue was $52.0 million as of July 1, 2011 of which $51.2 million is expected to be collected in the next 12 months. As of July 1, 2011, unbilled revenue that is not expected to be collected within the next 12 months, in the amount of $0.8 million, is included in other assets in our consolidated balance sheet. Unbilled revenues were equal to $42.5 million as of September 24, 2010 of which $41.7 million is expected to be collected in the next 12 months. As of September 24, 2010, unbilled revenues that will not be collected within the next 12 months in the amount of $0.8 million are included in other assets in our consolidated balance sheets.

Revenue from our Military & Intelligence Group segment's cost-plus contracts is driven by pricing based on costs incurred to perform services under contracts with the U.S. government. Cost-based pricing is determined under the Federal Acquisition Regulation, which provides guidance on the types of costs that are allowable in establishing prices for goods and services and allowability and allocability of costs to contracts under U.S. government contracts. Allocable costs are billed to the U.S. government based upon approved billing rates. We have incurred allocable costs we believe are allowable and reimbursable under our cost-plus contracts that are higher than the approved billing rates. If we receive approval and obtain funding for our actual incurred allocable costs, we will be able to bill these amounts.

As of July 1, 2011, we have recognized $12.1 million in revenue in excess of funding, of which $6.9 million is in excess of contract value on our Military & Intelligence Group segment's cost-plus contracts with the United States Air Force. These amounts are considered at-risk revenue. The revenue in excess of funding and revenue in excess of contract value result from recognition of estimated award fees and higher indirect rates than originally planned. Based on discussions with our customers, we believe this amount is fully realizable and that the funding will be forthcoming. We historically have not had any issues obtaining funding.

On our Military & Intelligence Group cost-plus contracts, we have a revenue rate reserve of $6.9 million that is included in our unbilled balance. This revenue rate reserve relates to costs for which ultimate reimbursement is uncertain. These costs are subject to audit by the DCAA; therefore, revenue recognized on our cost-plus contracts is subject to adjustment upon audit by DCAA. The DCAA's Report on Audit of Post Award Accounting Systems (the "Accounting Systems Audit Report"), issued in the fourth quarter of Fiscal Year 2010, is discussed in detail below. Based on ongoing negotiations with the DCAA, in the third quarter of Fiscal Year 2010, we changed the method of allocating certain expenses, and the DCAA approved our Fiscal Year 2010 provisional billing rates. Subsequently, the DCAA indicated that the methodology adopted for the 2010 rates should be applied to the cost incurred rates for Fiscal Years 2008 and 2009 as applied to government contracts. As a result, during the three months ended June 25, 2010, we increased our revenue rate reserve for work performed on U.S. government contracts during Fiscal Years 2008 and 2009 by $2.7 million, which is in addition to the $3.9 million revenue rate reserve recognized in Fiscal Year 2009. During the three months ended December 31, 2010, we increased our revenue rate reserve by $0.3 million, bringing the total reserve to $6.9 million.

In the fourth quarter of Fiscal Year 2010, the DCAA formally issued the Accounting Systems Audit Report, which found, as of January 27, 2010, our accounting system to be inadequate and identified certain significant deficiencies in our accounting systems, controls, policies and procedures. As a result of this determination, under the Federal Acquisition Regulation our administrative contracting officers are required to consider, with respect to cost-plus contracts, whether it is appropriate to suspend a percentage of progress payments or reimbursement of costs proportionate to the estimated cost risk to the U.S. government, considering audit reports or other relevant input, until we submit a corrective action plan acceptable to the contracting officers and correct the deficiencies. We have submitted a corrective action plan and we are executing the implementation of the corrective actions. We have not received any indication from any of our contracting officers that the corrective action plan is not acceptable. In addition, in order for us or any other entity to be awarded any new cost-plus contract,

the administrative contracting officer must determine that such entity has the necessary operating and accounting controls to be determined "responsible" under the Federal Acquisition Regulation. We are working diligently to resolve these accounting deficiencies and believe that they will be successfully resolved. However, the Accounting Systems Audit Report has the potential to materially adversely impact our ability to obtain future cost-plus contracts from the U.S. government, could result in certain payments under existing cost-plus contracts being delayed or suspended, and the DCAA could, as a result of a subsequent audit, reduce the billing rates that it has provisionally approved, causing us to refund a portion of the amounts we have received with respect to cost-plus contracts.

Deferred revenue represents amounts billed and collected for contracts in progress for which revenue has not been recognized and is reflected as a liability. Revenue will be recognized when revenue recognition criteria are met.

4. Inventory

Inventories consist primarily of raw materials and work-in-process (which include raw materials and direct labor). Inventories are valued at the lower of cost or market. We determine cost on the basis of the weighted average cost or first-in-first-out method. Inventory consists of the following:

	July 1, 2011	September 24, 2010

	(in thousands of dollars)	
Finished Goods	$ 424	$ 374
Work-in-process	2,443	1,341
Raw Materials	10,131	10,301
Total	$ 12,998	$ 12,016

5. Goodwill

Based on our annual impairment test as of June 26, 2010, we had one reporting unit, Lumistar, for which the goodwill has been determined to be at risk (i.e., there is a reasonable possibility that the reporting unit might fail a future step one impairment test). The estimated fair value of equity of the Lumistar reporting unit as of June 26, 2010 was approximately 10% higher than its carrying value. Accordingly, a step two impairment test was not performed to determine the amount of any goodwill impairment. The amount of goodwill allocated to this reporting unit was $10.3 million.

The fair value of the Lumistar reporting unit was estimated principally based on the discounted cash flow method and the guideline public company method. The discounted cash flow method was applied by applying an estimated market-based discount rate to the projected after-tax cash flows for the reporting unit. The guideline public company method was applied by applying an estimated market-based multiple to the reporting unit's estimated earnings before interest, taxes, depreciation, and amortization ("EBITDA"). The key assumptions that drive the estimated fair value of the reporting unit include expected future sales and margins, expected future growth rates of sales and expenses, and market based inputs for discount rates and EBITDA multiples.

We acknowledge the uncertainty surrounding the key assumptions that drive the estimated fair value of the Lumistar reporting unit. Any material negative change in the fundamental outlook for the Lumistar reporting unit, its industry or the capital market environment could cause the reporting unit to fail step one. Accordingly, we will be monitoring events and circumstances each quarter (prior to the annual testing date) to determine whether an additional goodwill impairment test should be performed. If the Lumistar reporting unit were to fail the step one test, the goodwill impairment would be the difference between the fair value of the reporting unit and its carrying value because the reporting unit does not carry any intangible asset balances that must be considered in step two when computing the fair value of goodwill. We reviewed the internal and external factors affecting the assumptions that drive the fair value of the Lumistar reporting unit as of July 1, 2011. Based on this review, we did not identify any triggering event as defined in Financial Accounting Standards Board ("FASB") Accounting Standard Codification ("ASC") 350 - *Intangibles — Goodwill and Other* since June 26, 2010, and we have concluded that no further impairment testing was necessary as of July 1, 2011.

6. Revenue

Revenue is recognized when persuasive evidence of an arrangement exists, delivery has occurred or services have been rendered, the purchase price is fixed or determinable, and collectability is reasonably assured. We earn revenue from three types of arrangements: (1) contracts that include software, hardware and engineering services to build satellite ground and

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communications equipment and systems; (2) software and services (typically post-contract support services ("PCS")); and (3) software only sales. Typically contracts are cost-plus fixed fee or award fee, fixed fee, or time and material contracts.

Software license arrangements that include significant modification and customization of the software are generally included in our contract services revenue, which is recognized using the percentage-of-completion method. Under the percentage-of-completion method, management estimates the percentage of completion based upon the costs incurred as a percentage of the total estimated costs to complete. When total cost estimates exceed revenue, we accrue for the estimated losses immediately. The use of the percentage-of-completion method requires significant judgment relative to estimating total contract revenue and costs, including assumptions relative to the length of time to complete the project, the nature and complexity of the work to be performed, and anticipated changes in estimated salaries and other costs.

Incentives and award payments are included in estimated total contract value used in the percentage-of-completion method when the realization of such amounts is deemed probable upon achievement of certain defined goals. Estimates of total contract revenue and costs are continuously monitored during the terms of the contracts and are subject to revision as the contracts progress. When revisions in estimated contract revenue and costs are determined, such adjustments are recorded in the period in which they are first identified. Revenue arrangements entered into with the same customer are accounted for on a combined basis when they: (i) are negotiated as a package with an overall profit margin objective; (ii) essentially represent an agreement to do a single project; (iii) involve interrelated activities with substantial common costs; and (iv) are performed concurrently or sequentially. When we enter into multiple-element software arrangements, which may include any combination of hardware, software or services, we allocate the total revenue to be earned under the arrangement among the various elements based on their relative fair value. For software, and elements for which software is essential to the functionality, the allocation is based on vendor-specific objective evidence ("VSOE") of fair value for multiple-element software arrangements entered into prior to September 25, 2010. VSOE of fair value for all elements of an arrangement is based upon the normal pricing and discounting practices for those products and services when sold separately, and for software license updates and software support services it is based upon the rates when renewed. There may be cases in which there is VSOE of fair value of the undelivered elements but no such evidence for the delivered elements. For arrangements such as those that are entered into prior to Fiscal Year 2011, the residual method is used to allocate the arrangement consideration. Under the residual method, the amount of consideration allocated to the delivered elements equals the total arrangement consideration less the aggregate VSOE of fair value of the undelivered elements. We have established VSOE on our PCS and recognize revenue on this element on a straight-line-basis over the period of performance. We recognize revenue on delivered elements only if: (i) any undelivered products or services are not essential to the functionality of the delivered products or services; (ii) we have an enforceable claim to receive the amount due in the event we do not deliver the undelivered products or services; (iii) there is evidence of the VSOE of fair value for each undelivered product or service; and (iv) the revenue recognition criteria otherwise have been met for the delivered elements. Otherwise, revenue on delivered elements is recognized when the undelivered elements are delivered.

In October 2009, the FASB issued Accounting Standards Update ("ASU") 2009-13, *Revenue Recognition: Multiple-Deliverable Revenue Arrangements* which amends ASC 605 - *Revenue Recognition ("ASC 605")*. This requires companies to allocate revenue in multiple-element arrangements based on an element's estimated selling price if vendor-specific or other third party evidence of value is not available. The new guidance is to be applied on a prospective basis for revenue arrangements entered into or materially modified in fiscal years beginning on or after June 15, 2010, with earlier application permitted. We adopted this guidance at the beginning of our Fiscal Year 2011.

In October 2009, the FASB ratified ASU 2009-14 - *Applicability of AICPA Statement of Position 97-2 to Certain Arrangements that Include Software Elements*, which amends ASC 985-605, *Software — Revenue Recognition*, such that tangible products, containing both software and non-software components that function together to deliver the tangible product's essential functionality, are no longer within the scope of ASC 985-605. It also amends the determination of how arrangement consideration should be allocated to deliverables in a multiple-deliverable revenue arrangement. The new guidance is to be applied on a prospective basis for revenue arrangements entered into or materially modified in fiscal years beginning on or after June 15, 2010, with earlier application permitted. We adopted this guidance at the beginning of our Fiscal Year 2011.

For multiple-deliverable revenue arrangements that have been entered into or that have been materially modified since September 25, 2010, we allocate the total revenue to be earned under the arrangement among the various elements based on their relative fair value. We have determined that we generally have two elements in our contracts: hardware and software combined and services, typically in the form of PCS. The fair value of each element is determined based on VSOE, which we have established for the PCS element, and estimated selling price for the hardware and software element because third-party evidence of fair value is not readily available. The estimated selling price is determined based on prices at which we have regularly sold the hardware and software, which is based upon an internal price list. Hardware and software elements are generally delivered within six to nine months from the date the order is placed, and PCS will begin upon either delivery or

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customer acceptance of the hardware and software element, based on the terms specified in the arrangement. Revenue is recognized upon delivery or customer acceptance of the hardware and software element unless this element requires significant modification and customization of the software. Revenue is recognized using the percentage-of-completion method if the element requires significant modification and customization of the software. The adoption of ASU 2009-13 did not modify the timing of revenue recognition of either element when VSOE of PCS had been established, nor did it modify the number or nature of elements identified, but it did modify the fair value assigned to each element as we no longer apply the residual method to allocate the arrangement consideration. We previously deferred revenue recognition on products for which we had not established VSOE on PCS until delivery or customer acceptance of the hardware and software element. Because we have adopted ASU 2009-13, revenue is now recognized upon either delivery or customer acceptance of the hardware and software element if there is no significant modification and customization of the software, or using the percentage-of-completion method if the element requires significant modification and customization of the software. The impact of adopting ASU 2009-13 increased our revenue by $4.65 million and gross profit by $2.06 million for the three months ended July 1, 2011 and increased our revenue by $5.19 million and gross profit by $2.49 million for the nine months ended July 1, 2011, primarily in the Product Group, that would have been deferred under ASC 605.

Revenue on cost-plus-fee contracts is recognized to the extent of costs incurred plus an estimate of the applicable fees earned. We consider fixed fees under cost-plus-fee contracts to be earned in proportion to the allowable costs incurred in performance of the contract.

Revenue for general services or non-software product sales is recognized as work is performed or products are delivered and amounts are earned in accordance with ASC 605-10 - *Revenue Recognition- Overall*. We consider amounts to be earned once evidence of an arrangement has been obtained, services are delivered, fees are fixed or determinable and collectability is reasonably assured. Depending on the specific contractual provisions and nature of the deliverable, revenue may be recognized on a straight-line-basis over the service period, on a proportional performance model based on level of effort, as milestones are achieved, or when final deliverables/products have been delivered. Revenue arrangements entered into with the same customer that are accounted for under ASC 605-10 are accounted for on a combined basis when they are entered into at or near the same time or if contemplated together unless it is clearly evident that the contracts are not related to one another.

Revenue includes reimbursements of travel and out-of-pocket expenses with equivalent amounts of expense recorded in other direct contract expenses. In addition, we generally enter into relationships with subcontractors where we maintain a principal relationship with the customer. In such instances, reimbursement of subcontractor costs is included in revenue with offsetting expenses recorded in other direct contract expenses.

7. Net Income (Loss) per Share

Basic net income (loss) per share is calculated by dividing net income (loss) by the weighted average number of common shares outstanding during the period plus shares to be issued under our Employee Stock Purchase Plan. Diluted net income (loss) per share is calculated by dividing net income (loss) by the diluted weighted-average common shares, which reflects the potential dilution of stock options. The reconciliation of amounts used in the computation of basic and diluted net income per share consists of the following:

	Three Months Ended		Nine Months Ended	
	July 1, 2011	June 25, 2010	July 1, 2011	June 25, 2010
	(in thousands, except for per share amounts)			
Numerator:				
Net income (loss)	$ 42	$ (3,801)	$ (5,968)	$ (2,450)
Denominator:				
Shares used for basic earnings per share - weighted-average shares	17,788	17,554	17,696	17,477
Effect of dilutive securities:				
Employee stock options	211	—	—	—
Shares used for diluted earnings per share-adjusted weighted-average shares and assumed conversions	17,999	17,554	17,696	17,477
Net income per share:				
Basic earnings (loss) per share	$ 0.00	$ (0.22)	$ (0.34)	$ (0.14)
Diluted earnings (loss) per share	$ 0.00	$ (0.22)	$ (0.34)	$ (0.14)

Outstanding options to purchase shares of our common stock in the amounts of 0.5 million shares as of July 1, 2011 and 1.8 million shares as of June 25, 2010 were not included in the computation of diluted net income (loss) per share because the effect would have been anti-dilutive.

8. Credit Facilities

Line of Credit

On March 5, 2010, we entered into a Credit Agreement (the "Credit Agreement"), among us, certain of our subsidiaries, the lenders from time to time party thereto, and Bank of America, N.A. ("Bank of America"), as Administrative Agent, Swing Line Lender and L/C Issuer. The Credit Agreement provides for a $55 million senior secured revolving credit facility (the "Facility"), including a sub-facility of $10 million for the issuance of letters of credit. The proceeds of the Facility were used to (i) finance, in part, the acquisition of CVG-Avtec, and all related transactions, (ii) pay fees and expenses incurred in connection with such acquisition and all related transactions, (iii) repay amounts outstanding in respect of our previous credit facility with Bank of America, which was terminated concurrently with entry into the Credit Agreement, and (iv) provide ongoing working capital and for other general corporate purposes. The Facility expires on March 5, 2013. As a result of our subsequent entry into the Amendment and Waiver, dated December 8, 2010, described below, availability under the Facility was reduced to $44 million, and as a result of the 2011 Forbearance Agreement described below, availability was further reduced to $40 million.

The Facility is secured by a lien on substantially all of our assets and those of our domestic subsidiaries, including CVG-Avtec and its subsidiaries, and all of such subsidiaries are guarantors of the obligations of the Company under the Credit Agreement. Any borrowings under the Facility originally accrued interest at the London Inter-Bank Offering Rate ("LIBOR"), plus a margin of 3% to 4% depending on our consolidated ratio (the "Leverage Ratio") of funded debt to earnings before interest, taxes, depreciation and amortization ("EBITDA"); however, as a result of the entry into the 2011 Forbearance Agreement, effective as of May 9, 2011, the interest margins under the Facility were increased to 6% over LIBOR until June 30, 2011 and 8% over LIBOR thereafter. The Credit Agreement requires us to comply with specified financial covenants, including the maintenance of a maximum Leverage Ratio, a minimum asset coverage ratio (measured based on the ratio of certain accounts receivable to credit agreement outstandings) (the "Asset Coverage Ratio"), and a minimum fixed charge coverage ratio (measured based on the ratio of EBITDA to interest payments and other fixed charges) (the "Fixed Charge Coverage Ratio").

We are required to pay a quarterly fee on the committed unused amount of the facility, at a rate of 0.50% of the unused commitment amount per annum. As of July 1, 2011, we had $36.0 million outstanding in loans and letters of credit under the Facility. The Credit Agreement contains customary covenants, including affirmative covenants that require, among other things, certain financial reporting by us, and negative covenants that, among other things, restrict our ability to incur additional indebtedness, pay cash dividends, incur encumbrances on assets, reorganize, consolidate or merge with any other company, and make acquisitions and stock repurchases. The Credit Agreement contains events of default, including a cross-default to other

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indebtedness of the Company.

The availability of loans and letters of credit under the Facility is subject to customary conditions, including the accuracy of certain representations and warranties of the Company and the absence of any continuing default under the Credit Agreement. Under the 2011 Forbearance Agreement described below, we have no right to borrow additional amounts under the Facility, except as agreed by the lenders, until the existing defaults are cured or waived.

As of June 25, 2010, we were in default of the financial covenants under the Credit Agreement. On August 3, 2010, a waiver under the Credit Agreement was entered into pursuant to which the requirement to comply with the Leverage Ratio covenant for the quarter ended March 26, 2010 was permanently waived, along with the requirements to comply with all of the financial ratios for the quarter ended June 25, 2010 and for any future date prior to September 8, 2010. This waiver was subsequently extended to waive compliance with the financial ratios for each date through September 21, 2010. The extended waiver expired on September 21, 2010, and at that time we were again in default of the financial covenants under the Credit Agreement. However, a forbearance agreement was entered into with the Credit Agreement lenders effective as of September 21, 2010 with respect to these defaults (the "2010 Forbearance Agreement"), which agreement prohibited any exercise of remedies by the lenders as a result of such defaults and made certain other modifications to the Facility terms. The 2010 Forbearance Agreement expired on November 1, 2010. On December 8, 2010, we entered into an Amendment and Waiver with our Credit Agreement lenders (the "Amendment and Waiver") that, among other things, waived all existing financial covenant defaults and modified the terms of the financial covenants, including setting new financial covenant compliance levels, for current and future periods. As of the quarter ending July 1, 2011, we were in default of the financial covenants in the Credit Agreement with respect to the Leverage Ratio, the Fixed Charge Coverage Ratio, and the Asset Coverage Ratio.

As of May 9, 2011 we entered into a new forbearance agreement with the lenders under the Credit Agreement (the "2011 Forbearance Agreement") pursuant to which the lenders agreed to forbear from exercising remedies with respect to the existing Events of Default until June 30, 2011 and to make certain other modifications to the Facility terms, including a new covenant requiring the Company and its domestic subsidiaries to have at least $3,000,000 in cash as of May 31, 2011. The debt was subsequently paid in full at July 27, 2011 as part of the Merger with Kratos Defense & Security Solutions, Inc. Refer to Note 13 for details.

Capital Equipment Lease Facility

We have a master lease agreement and had a progress payment agreement for a capital equipment lease facility (the "facility") with Banc of America Leasing & Capital, LLC ("BALC"). Under this facility, we could borrow up to $7.0 million for the purchase of new furniture, fixtures and equipment ("new assets"). Initially, under the progress payment agreement, BALC would advance funding for new assets. The utilization expiration date under this progress payment agreement was September 30, 2009, for advance funding on new assets. No principal payments were due on the advance funding borrowings, and interest accrued at one-month LIBOR, plus 1.5%, payable monthly in arrears. We had capital lease obligations of $4.4 million and $5.2 million, respectively, as of July 1, 2011 and September 24, 2010, and no advance payments outstanding from BALC under the progress payment agreement. The lease term is 72 months from the lease commencement date, with monthly rent payments (representing the payment of principal and interest on the borrowed amount) calculated based on a lease rate factor as defined under the facility. The lease rate factor is based on the three-year swap index as quoted in the Bloomberg Daily Summaries as of the lease commencement date, plus an increase of 0.75% effective January 1, 2011. The facility was subsequently closed and paid in full at July 27, 2011 as part of the Merger with Kratos Defense & Security Solutions, Inc. Refer to Note 13 for details.

9. Commitments and Contingencies

Operating Lease

On June 6, 2008, we entered into a material lease agreement for property located at 6721 Columbia Gateway Drive in Columbia, Maryland, which is now our corporate headquarters. We relocated our corporate headquarters from its previous location in Lanham, Maryland, in May 2009. The lease term is for 11 years; the facility has approximately 131,450 rentable square feet and has an initial $28 per square foot annual lease cost, with annual escalations of approximately 2.75% to 3.00%. We received a $7.4 million allowance for costs to build out this facility to our specifications and a $1.9 million incentive, which approximates the rent obligation for our Lanham, Maryland facility for twenty two months. These lease incentives are being amortized as a reduction of rental expense over the lease term. As a result of moving our headquarters to the Columbia,

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Maryland property in May 2009, we vacated part of our leased space in Lanham, Maryland, and we recorded an estimated loss for the period of vacancy. In determining our liability related to excess facility costs, we are required to estimate such factors as vacancy rates for comparable space in the vicinity, the time required to sublet properties, and prevailing sublease rates for comparable space in the vicinity. These estimates are reviewed quarterly based on known real estate market conditions and the credit-worthiness of subtenants and may result in revisions to the liability from time to time. On September 29, 2010, we signed a sublease agreement for one of our two leased spaces in Lanham, Maryland. The sublessee occupies approximately 46,700 rentable square feet in the office building located at 5000 Philadelphia Way, Lanham, Maryland. The term of this sublease commenced on October 1, 2010 and ends on October 31, 2015 and the sublease has an initial $4.28 per square foot annual lease cost, with annual escalation of 3%.

On February 8, 2011, we signed a sublease agreement for a portion of our corporate headquarters located at 6721 Columbia Gateway Drive in Columbia, Maryland. Our landlord gave its consent to the sublease on February 8, 2011. The premises subleased will be tendered in several stages with the final portion tendered on or about July 5, 2011. The total square footage tendered is approximately 83,000 rentable square feet. The initial term of the sublease will be five years, subject to extension at the option of the sublessee. The rent payable by the sublessee is $27.25 per rentable square foot subject to annual escalation of 3% commencing in 2012. We have recognized a loss on this sublease of $1.1 million based on the lease obligation exceeding the sublease rental income for the duration of the sublease period and recognized a $0.4 million charge related to the adjustment of the deferred rent. The sublessee has a one-time right to terminate this sublease during the initial term on October 31, 2015. The sublease agreement provides an option for the sublessee to sublease the remaining portion of the building and for the sublessee to extend the term of the sublease for substantially all of the remaining initial term of our lease of the building. If the sublease is extended, the base rent for the renewal term will be 103% of the annual lease cost being paid by the sublessee during the fifth year of the sublease.

On or about July 1, 2011, we reoccupied our leased facility located at 5200 Philadelphia Way in Lanham, Maryland. We had previously intended to sublease this facility and recorded an estimated lease loss associated with this facility. This estimated lease loss liability is no longer required, therefore we have reflected a reduction in selling, general and administrative expense of $1.9 million in the second quarter of Fiscal Year 2011.

Our estimated sublease loss reserve is as follows (in thousands):

Balance as of September 24, 2010	$	4,256
Accretion expense		(420)
Adjustment of estimate, net		(782)
Balance as of July 1, 2011	$	3,054

Litigation, Claims, and Assessments

We are subject to various legal proceedings and threatened legal proceedings from time to time. We are not currently a party to any legal proceedings, the adverse outcome of which, individually or in the aggregate, management believes would have a material adverse effect on our business, results of operations, financial condition, or cash flows.

On March 1, 2007, we learned that the Securities and Exchange Commission (the “SEC”) had issued a formal order of investigation regarding the Company, and subsequently certain of our then officers received subpoenas in connection with the investigation. The investigation by the SEC and a related inquiry by NASDAQ included questions as to whether Gary A. Prince was acting as a de facto executive officer of the Company prior to his promotion to the position of Executive Vice President and Managing Director of Operations of the Company in August 2006. The investigation and inquiry also included questions as to whether Mr. Prince was practicing as an accountant before the SEC while an employee of the Company. Mr. Prince agreed with the SEC in 1997 to a permanent injunction barring him from practicing as an accountant before the SEC, as part of a settlement with the SEC related to Mr. Prince’s guilty plea to charges brought against him for conduct principally occurring in 1988 through 1990 while he was employed by Financial News Network, Inc. and United Press International. In March 2007, we terminated the employment of Mr. Prince. Under the supervision of a Special Committee established by the Board, the Company also took other remedial action and provided full cooperation to the SEC in the investigation.

On July 30, 2009, the SEC and the Company each announced that a final administrative settlement had been reached concluding the SEC’s investigation as to the Company. Under the administrative settlement the Company, without admitting or denying the SEC’s findings, consented to a “cease and desist” order requiring future compliance with certain provisions of the Securities Exchange Act and the SEC Exchange Act rules. The order did not require the Company to pay a monetary penalty.

The SEC states in the order that in determining to accept the settlement it considered both the remediation efforts promptly undertaken by the Company, and the cooperation the SEC staff received from the Company. Shortly after the settlement with the SEC, representatives of the Company

met with various officials at NASDAQ. As a result of that meeting the Company learned that the NASDAQ inquiry had been closed out with no actions required of the Company.

In conjunction with its announcement of the administrative settlement, the SEC also disclosed that it was instituting separate civil actions against Mr. Prince and two other former officers of the Company. The Company has indemnification obligations to these individuals pursuant to the terms of separate Indemnification Agreements entered into with each of them effective as of December 4, 2002, and pursuant to the Company's bylaws. The indemnification agreements each provide that, subject to certain terms and conditions, the Company shall indemnify the individual to the fullest extent permissible by Maryland law against judgments, penalties, fines, settlements and reasonable expenses actually incurred in the event that the individual is made a party to a legal proceeding by reason of his or her present or prior service as an officer or employee of the Company, and shall also advance reasonable litigation expenses actually incurred subject to, among other conditions, receipt of a written undertaking to repay any costs or expenses advanced if it shall ultimately be determined that the individual has not met the standard of conduct required for indemnification under Maryland law. The Company's bylaws contain similar indemnification provisions. The Company's obligations under the indemnification agreements and bylaws are not subject to any monetary limit. In prior periods the Company advanced legal fees and costs incurred by the three individuals in connection with the SEC investigation up to the deductible limit under the Company's applicable directors and officers liability insurance policy. Subsequent fees and costs have been paid directly by the insurance carrier. One of these individuals is now deceased. The Company anticipates that legal fees and expenses incurred by the two remaining individuals in connection with the civil litigation will continue to be paid for by the insurance carrier, up to the policy limits. In the event that such fees and expenses exceed the remaining insurance policy limits, the Company will be obligated to advance any amounts in excess of the insurance policy limits.

10. Stockholders' Equity Transactions

Effective October 15, 2008, we established the Integral Systems Employee Stock Purchase Plan. The Employee Stock Purchase Plan permits contributions by eligible employees. The maximum percentage of an employee's contribution cannot exceed 10% of gross salary. The purchase price per share at which shares are purchased under the Employee Stock Purchase Plan is 85% of the fair-market value of our common stock. A maximum of 1,800,000 shares of our common stock may be purchased under the Employee Stock Purchase Plan. During the nine months ended July 1, 2011, we issued 120,416 shares under this plan.

A summary of the changes in stockholders' equity is provided below (in thousands):

	Nine Months Ended July 1, 2011	Nine Months Ended June 25, 2010
Stockholders' equity at beginning of period	$ 116,524	$ 115,003
Comprehensive income:		
Net income (loss)	(5,968)	(2,450)
Foreign currency translation	(34)	(642)
Total comprehensive income	(6,002)	(3,092)
Additional paid-in-capital from issuance of common stock	—	—
Stock-based compensation	2,073	2,132
Employee stock purchase plan and restricted stock units settled in cash	1,042	718
Exercise of stock options and warrants	926	460
Stockholders' equity at end of period	$ 114,563	$ 115,221

11. Business Segments

We are organized and report financially in three operating segments: Military & Intelligence Group, Civil & Commercial Group, and Products Group. We evaluate the performance of our three operating segments based on operating income. Non-operating income and expense and income tax provision (benefit) are not allocated to our operating segments. The following is a brief description of each segment:

Military & Intelligence Group - This segment provides tailored commercial-off-the-shelf ("COTS") ground systems products and services to U.S. military agencies and the intelligence community, providing systems engineering and solutions based on our commercial products for government applications. Its primary customer is the U.S. Air Force. Included in this segment are the results of Integral Systems Service Solutions ("IS3"). In the second quarter of Fiscal Year 2010, we launched IS3, a new services business unit, to provide SATCOM Network Operations ("NetOps") services as part of a broader planned Global Managed Network Services offering. IS3 harnesses the core capabilities of Integral Systems' wide array of SATCOM and Enterprise Network Management products into a subscription-based business model.

Civil & Commercial Group - This segment provides ground systems products and services to commercial enterprises and international organizations. It consists of the following:

- Tailored COTS ground systems products and services for commercial applications and civilian agencies of the U.S. government such as National Aeronautics and Space Administration, National Oceanic and Atmospheric Administration ("NOAA"), and The United States Geological Survey and

- We have two foreign wholly-owned subsidiaries, Integral ISI Europe and ISE Limited. ISI Europe, in Toulouse, France, serves as the focal point for our ground systems business in Europe, the Middle East, and Africa for command and control, signal monitoring, interference detection and geolocation, and network management using the Integral Systems family of products. ISE Limited, in Gateshead, United Kingdom, provides antenna systems and network integration capabilities to address telemetry, tracking, and control and earth systems integration for antenna and network systems and broadcast antenna and network systems in the global markets.

Products Group — This segment provides commercially available products to address the satellite and airborne platform ground system infrastructure market. It is our largest segment in terms of revenue. It consists of the following wholly-owned subsidiaries:

- RT Logic: RT Logic designs and builds innovative, cost-effective satellite ground system signal processing systems under the Telemetrix® brand, primarily for military applications. This equipment is used in satellite tracking stations, control centers, spacecraft factories, and military range operations. RT Logic also markets our satID product line. satID products are used to geolocate the source of satellite interference, jamming, and unauthorized use to ensure quality of satellite service.

- Lumistar: Lumistar is a wholly-owned subsidiary of RT Logic and provides system level and board level telemetry products for airborne communications systems.

- SAT: SAT offers a range of software products and turnkey systems for monitoring and detecting signal interference on satellite signals and terrestrial communications.

- Newpoint: Newpoint offers an integrated suite of monitor and control and network management products for managing communications infrastructure, remote sites, and portable terminals — including satellite, terrestrial, internet, and broadcast customers.

- SATCOM Solutions: SATCOM Solutions incorporates the operations of CVG-Avtec and the assets of Sophia Wireless, which were acquired on March 5, 2010 and April 27, 2010, respectively. SATCOM Solutions provides secure, satellite-based communication solutions to government and commercial markets and offers integrated ground systems infrastructure solutions for satellite communications, payload data processing, simulation and testing for military, intelligence, government, and commercial programs worldwide.

Our structure allows us to address a wide variety of customer needs from complete turnkey installations to targeted technology insertions into existing systems. This provides us with the ability to capture margins at each point in the value chain — from products to solutions — driving a consolidated margin that we believe is higher than traditional system integrators.

Summarized financial information by business segment is as follows:

	Three Months Ended		Nine Months Ended	
	July 1, 2011	June 25, 2010	July 1, 2011	June 25, 2010
	(in thousands of dollars)			
Revenue:				
Military & Intelligence Group	$ 17,127	$ 14,200	$ 55,182	$ 45,016
Civil & Commercial Group	6,024	6,522	19,454	18,585
Products Group	33,999	25,764	86,843	63,495
Elimination of intersegment sales	(1,657)	(2,135)	(8,166)	(4,713)
Total revenue	55,493	44,351	153,313	122,383
Income (loss) from operations:				
Military & Intelligence Group	(378)	(2,177)	(1,996)	(454)
Civil & Commercial Group	133	(372)	142	909
Products Group	1,111	(2,500)	(3,961)	(3,164)
Total income (loss) from operations	866	(5,049)	(5,815)	(2,709)
Other income (expense), net	(631)	(347)	(2,814)	(449)
Income (loss) before income taxes	235	(5,396)	(8,629)	(3,158)
Income tax provision (benefit)	193	(1,595)	(2,661)	(708)
Net income (loss)	$ 42	$ (3,801)	$ (5,968)	$ (2,450)

12. Income Taxes

Our provision for income taxes is determined using an estimate of our annual effective tax rate for each of our legal entities. Accordingly, we have estimated our annual effective tax rate for the fiscal year and applied that rate to our income before taxes in determining our tax expense for the nine months ended July 1, 2011. Non-recurring and discrete items that impact tax expense are recorded in the period incurred.

We account for uncertainty of our income taxes based on a “more-likely-than-not” threshold for the recognition and derecognition of tax positions, which includes the accounting for interest and penalties relating to tax positions. Interest and penalties are included in our income tax provision or benefit. We recorded an income tax liability (including interest) of $0.2 million as of July 1, 2011 and $0.4 million as September 24 2010, respectively, related to uncertain tax positions.

The entire remaining balance of unrecognized tax benefits, if recognized, would impact the effective tax rate. Over the next 12 months, we do not anticipate that any of the amount of the liability for unrecognized tax benefits will be reversed. The amount of interest expense and penalties related to the above unrecognized tax benefits was $0.1 million, net of the federal tax benefit, as of July 1, 2011.

Included in the income tax provision for the nine months ended July 1, 2011 is a discrete benefit of $0.4 million relating to research and development tax credits for expenditures incurred in Fiscal Year 2010. This credit was recognized in the first quarter of Fiscal Year 2011 due to the retroactive extension of the credit passed by Congress in December 2010.

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13. Subsequent Event

On May 15, 2011, the Company entered into an Agreement and Plan of Merger (the “Merger Agreement”) with Kratos Defense & Security Solutions, Inc. (“Kratos”), IRIS Merger Sub Inc., a Maryland corporation and a wholly owned subsidiary of Kratos (“Merger Sub”), and IRIS

Acquisition Sub LLC, a Maryland limited liability company and a wholly owned subsidiary of Kratos ("Merger LLC"). On July 27, 2011, pursuant to the terms and subject to the conditions set forth in the Merger Agreement, Merger Sub merged with and into Integral Systems, and Integral Systems continued as the surviving corporation and as a wholly owned subsidiary of Kratos (the "Merger"). The total aggregate purchase price is estimated to be $241.2 million which includes $37.3 million of Integral Systems' debt paid at closing.

At the effective time of the Merger (the "Effective Time"), holders of Integral Systems common stock were entitled to receive (i) $5.00 in cash, without interest, and (ii) the issuance of 0.588 shares of the Company's common stock for each share of Integral Systems common stock owned (the "Merger Consideration").

In addition, at the Effective Time, each Integral Systems stock option that had an exercise price less than $13.00 per share were, if the holder thereof elected in writing, cancelled in exchange for an amount in cash, without interest, equal to the product of the total number of shares of Integral Systems common stock subject to such in-the-money option, multiplied by the aggregate value of the excess, if any, of $13.00 over the exercise price per share subject to such option, less the amount of any tax withholding. Each Integral Systems stock option that had an exercise price equal to or greater than $13.00 per share and each Integral Systems in-the-money option of which the holder did not make the election described in the preceding sentence was converted into an option to purchase Kratos common stock, with (i) the number of shares subject to such option adjusted to equal the number of shares of Integral Systems common stock subject to such out-of-the-money option multiplied by 0.9559, rounded up to the nearest whole share, and (ii) the per share exercise price under each such option adjusted by dividing the per share exercise price under such option by 0.9559, rounded up to the nearest whole cent. Each share of restricted stock granted under an Integral Systems equity plan or otherwise, whether vested or unvested, that was outstanding immediately prior to the completion of the Merger was cancelled and the holder thereof was entitled to receive an amount in cash, without interest, equal to the product of the total number of restricted shares of Integral Systems common stock held by such holder, multiplied by $13.00, less the amount of any tax withholding. No fractional shares of the Kratos common stock were issued in the Merger. The Merger is intended to qualify as a "reorganization" within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended.

Exhibit 99.6

Unaudited Pro Forma Combined Financial Information of Kratos

The following unaudited pro forma combined financial data is intended to show how the acquisition of Integral Systems, Herley Industries, Inc. ("Herley"), Henry Bros. Electronics, Inc. ("HBE") and Gichner Holdings, Inc. ("Gichner") and the consummation of the note offering (each described below) might have affected the historical financial statements of Kratos Defense & Security Solutions, Inc. (the "Company" or "Kratos") if such acquisitions and the other transactions had been completed on December 28, 2009. The unaudited pro forma condensed combined financial statements are derived from the respective historical and pro forma financial information of the Company, Integral Systems, Herley, HBE and Gichner. The following should be read in connection with the (i) historical financial statements of Kratos included in Kratos' Annual Report on Form 10-K for the year ended December 26, 2010 and its quarterly report on Form 10-Q for the six months ended June 26, 2011; and (ii) audited and unaudited historical financial information of (a) Herley attached as Annex B of the Company's Prospectus Supplement to the Company's Registration Statement on Form S-3 (File No. 333-161340), filed with the SEC on February 8, 2011, and as Exhibit 99.1 to the Company's Registration Statement on Form S-3 (File No. 333-173099), filed with the SEC on March 25, 2011, respectively; (b) HBE, included in Item 9.01(a) of the Company's Current Report on Form 8-K, filed with the SEC on February 4, 2011; (c) Gichner, included in Item 9.01(a) of the Company's Current Report on Form 8-K, filed with the SEC on May 25, 2010; and (d) Integral Systems, included in Item 9.01(a) of the Company's Current Report on Form S-4 of which this Exhibit 99.6 is a part.

The unaudited pro forma combined financial statements give effect to the acquisition of Integral, assuming a purchase price, including indebtedness paid, of approximately $241.2 million. The pro forma adjustments reflecting the completion of the acquisition of Integral Systems are based upon the acquisition method of accounting in accordance with U.S. generally accepted accounting principles ("GAAP"), and upon the assumptions set forth in the notes to the unaudited pro forma combined financial statements.

The unaudited pro forma combined financial information gives effect to the issuance of $115.0 million aggregate principal amount of 10% Senior Secured Notes ("Notes") due 2017. The Notes were issued at a premium of 105%, for an effective interest rate of approximately 8.9%. The gross proceeds of approximately $120.8 million, which includes an approximate $5.8 million issuance premium and excludes accrued interest received of $1.8 million, were used to finance, in part, the cash portion of the purchase price for the acquisition of Integral Systems, to refinance existing indebtedness of Integral Systems and its subsidiaries, to pay certain severance payments in connection with the Merger and to pay related fees and expenses.

Since May 2010, Kratos has acquired Gichner, HBE and Herley. The acquisition of each of Gichner, HBE and Herley was completed on May 19, 2010, December 15, 2010 and March 25, 2011, respectively.

The unaudited pro forma condensed combined balance sheet as of June 26, 2011 combines the historical consolidated balance sheets of Kratos as of June 26, 2011, and Integral Systems as of July 1, 2011.

The unaudited pro forma condensed combined statements of operations for the six months ended June 26, 2011 combine the historical consolidated statements of operations of Kratos and Integral Systems for their respective six month periods ended June 26, 2011 and July 1, 2011, and the historical consolidated statements of operations of Herley for the three month period ended January 30, 2011.

The unaudited pro forma condensed combined statements of operations for the year ended December 26, 2010 combine the historical consolidated statements of operations of Kratos and Integral Systems for their twelve months ended December 26, 2010 and December 31, 2010, respectively, of Herley for the twelve months ended January 30, 2011, of HBE for the nine months ended September 30, 2010, and of Gichner for the three months ended March 31, 2010, and gives pro forma effect to the acquisitions as if they had occurred on December 28, 2009. The operating results for the twelve-month period ended December 31, 2010 for Integral Systems were derived from the quarterly operating results and annual operating results of Integral Systems and the operating results for the twelve-month period ended January 30, 2011 for Herley were derived from the quarterly operating results and annual operating results of Herley.

The historical consolidated financial data has been adjusted to give pro forma effect to events that are (i) directly attributable to the acquisitions of Integral Systems, Herley, HBE and Gichner, (ii) factually supportable and (iii) with respect to the statements of operations, expected to have a continuing impact on the combined results. The pro forma adjustments are preliminary and based on management's estimates of the fair value and useful lives of the assets acquired and liabilities assumed and have been prepared to illustrate the estimated effect of such acquisitions and certain other adjustments. The unaudited pro forma condensed combined financial statements do not reflect revenue opportunities, synergies or cost savings that Kratos expects to realize after the acquisitions. No assurance can be given with respect to the estimated revenue opportunities and operating cost savings that are expected to be realized as a result of the acquisitions. The unaudited pro forma condensed combined financial statements also do not reflect non-recurring charges or exit costs that may be incurred by Kratos, Integral Systems, Herley, HBE or Gichner in connection with the acquisitions thereof.

There were no material transactions between Kratos, Integral Systems, Herley, HBE or Gichner during the periods presented in the unaudited pro forma condensed combined financial statements that would need to be eliminated.

The unaudited pro forma condensed combined financial data is presented for illustrative purposes only and is not necessarily indicative of the financial condition or results of operations of future periods or the financial condition or results of operations that actually would have been realized had the entities been combined during the periods presented. In addition, as explained in more detail in the accompanying notes to the unaudited pro forma condensed combined financial statements, the preliminary acquisition-date fair value of the identifiable assets acquired and liabilities assumed reflected in the unaudited pro forma condensed combined financial statements is subject to adjustment and may vary significantly from the actual amounts that will be recorded upon completion of the Merger.

KRATOS DEFENSE & SECURITY SOLUTIONS, INC.
Unaudited Pro Forma Condensed Combined Balance Sheet
(in millions, except par value and number of shares)

	Kratos Historical June 26, 2011	Integral Historical July 1,2011	Preliminary Integral Pro Forma Adjustments*	Pro Forma Combined
Assets				
Current assets:				
Cash and cash equivalents	$ 100.4	$ 6.2	$ (27.8)(a)	$ 78.8
Restricted cash	2.8			2.8
Accounts receivable, net	162.9	75.3	—	238.2
Inventoried costs, net of progress payments	64.0	18.5	—	82.5
Income taxes receivable	—	3.7	—	3.7
Prepaid expenses	8.7	1.9	—	10.6
Other current assets	9.1	0.7	(4.0)(a), (b), (c)	5.8
Total current assets	347.9	106.3	(31.8)	422.4
Property and equipment, net	61.5	25.4	—	86.9
Goodwill	370.3	71.8	65.7(d)	507.8
Intangibles, net	113.5	18.6	10.8(e)	142.9
Other assets	19.2	3.2	4.4(b)	26.8
Total assets	$ 912.4	$ 225.3	$ 49.1	$ 1,186.8
Liabilities and Stockholders' Equity				
Current liabilities:				
Accounts payable	$ 44.5	$ 9.4	$ —	$ 53.9
Accrued expenses	30.4	11.5	—	41.9
Accrued compensation	30.1	12.1	—	42.2
Deferred revenue	8.5	18.6	—	27.1
Other current liabilities	10.3	10.5	(8.2)(c), (h)	12.6
Current portion of long-term debt	—	32.5	(32.5)(g), (f)	—
Total current liabilities	123.8	94.6	(40.7)	177.7
Long-term debt, net of current portion	516.3	3.4	120.8(f), (g)	637.1
Other long-term liabilities	45.3	12.7	(13.5)(c), (h)	47.9
Total liabilities	685.4	110.7	66.6	862.7
Commitments and contingencies				
Stockholders' equity:				
Preferred stock, 5,000,000 shares authorized Series B Convertible Preferred Stock, $.001 par value, 10,000 shares outstanding at December 27, 2009 and December 26, 2010 (liquidation preference $5.0 million at December 26, 2010)	—	—	—	—
Common stock, $.001 par value, 195,000,000 shares authorized; 15,784,591 and 18,616,023 shares issued and outstanding at December 27, 2009 and December 26, 2010, respectively	—	0.2	(0.2)(i)	—
Additional paid-in capital	619.3	74.6	35.1(j)	729.0
Accumulated other comprehensive loss	—	(0.2)	0.2(i)	—
Accumulated deficit	(392.3)	40.0	(52.6)(k)	(404.9)
Total stockholders' equity	227.0	114.6	(17.5)	324.1
Total liabilities and stockholders' equity	$ 912.4	$ 225.3	$ 49.1	$ 1,186.8

* See Note 6 for an explanation of the preliminary pro forma adjustments.

See accompanying notes to unaudited pro forma condensed combined financial information

KRATOS DEFENSE & SECURITY SOLUTIONS, INC.
Unaudited Pro Forma Condensed Combined Statement of Operations
(in millions, except per share data)

	Kratos Historical Six Months Ended June 26, 2011	Herley Historical Three Months Ended January 30, 2011	Preliminary Pro Forma Adjustments*	Subtotal Pro Forma Combined	Integral Systems Six Months Ended July 1, 2011	Preliminary Pro Forma Adjustments Integral*	Pro Forma Combined
Service revenues	$ 155.1	$ —	$ —	$ 155.1	$ 49.1	$ —	$ 204.2
Product sales	138.8	50.7	—	189.5	59.7	—	249.2
Total revenues	293.9	50.7	—	344.6	108.8	—	453.4
Cost of service revenue	118.3			118.3	36.8		155.1
Cost of product sales	102.8	34.2	—	137.0	39.3	—	176.3
Total costs	221.1	34.2	—	255.3	76.1	—	331.4
Gross profit	72.8	16.5	—	89.3	32.7	—	122.0
Selling, general and administrative expenses	60.9	8.8	5.3(a),(b)	75.0	25.2	3.3(a),(c)	103.5
Research and development expenses	1.8	—	.	1.8	8.5	—	10.3
Litigation costs and settlements, net of recovery	—	0.2	—	0.2	—	—	0.2
Merger and acquisition expenses	—	0.1	—	0.1	—	—	0.1
Operating income (loss) from continuing operations	10.1	7.4	(5.3)	12.2	(1.0)	(3.3)	7.9
Other expense:							
Interest expense, net	(19.8)	—	(6.3)(d)	(26.1)	(1.8)	(4.0)(d)	(31.9)
Other income, net	0.3	—		0.3	0.2	—	0.5
Total other expense, net	(19.5)	—	(6.3)	(25.8)	(1.6)	(4.0)	(31.4)
Income (loss) from continuing operations before income taxes	(9.4)	7.4	(11.6)	(13.6)	(2.6)	(7.3)	(23.5)
Provision (benefit) for income taxes from	(0.3)	2.2	(2.0)(e)	(0.1)	(0.5)	0.5(e)	(0.1)

continuing operations							
Income (loss) from continuing operations	$ (9.1)	$ 5.2	$ (9.6)	$ (13.5)	$ (2.1)	$ (7.8)	$ (23.4)
Basic income per common share:							
Income from continuing operations	$ (0.40)			$ (0.57)			$ (0.68)
Diluted income per common share:							
Income from continuing operations	$ (0.40)			$ (0.57)			$ (0.68)
Weighted average common shares outstanding:							
Basic	22.6	1.2(f)		23.8	10.4(g)		34.3
Diluted	22.6	1.2(f)		23.8	10.4(g)		34.3

* See Note 7 for an explanation of the preliminary pro forma adjustments.

See accompanying notes to unaudited pro forma condensed combined financial information

KRATOS DEFENSE & SECURITY SOLUTIONS, INC.
Unaudited Pro Forma Condensed Combined Statement of Operations
(in millions, except per share data)

	Kratos Historical Year Ended December 26, 2010	Gichner Historical Three Months Ended March 31, 2010	Herley Historical Twelve Months Ended January 30, 2011	HBE Historical Nine Months Ended September 30, 2010	Preliminary Pro Forma Adjustments*	Subtotal Pro Forma Combined	Integral Systems Twelve Months Ended December 31,2010	Preliminary Pro Forma Adjustments*	Pro Forma Combined
Service revenues	$ 284.8	$ —	$ —	$ 46.9	$ —	$ 331.7	$ 87.5	$ —	$ 419.2
Product sales	123.7	49.9	193.4	—	—	367.0	97.1	—	464.1
Total revenues	408.5	49.9	193.4	46.9	—	698.7	184.6	—	883.3
Cost of service revenue	215.5		—			215.5	64.7		280.2
Cost of product sales	103.0	41.1	133.6	33.5	—	311.2	55.6	—	366.8
Total costs	318.5	41.1	133.6	33.5	—	526.7	120.3	—	647.0
Gross profit	90.0	8.8	59.8	13.4	—	172.0	64.3	—	236.3
Selling, general and administrative expenses	63.0	3.5	32.9	10.7	(a), 21.0(b)	131.1	60.0	(a), 7.6(c)	198.7
Research and development expenses	2.2	—	—	—	—	2.2	11.0	—	13.2
Litigation costs and settlements, net of recovery	(1.4)	—	14.5	—	—	13.1	—	—	13.1
Merger and acquisition expenses	3.1	0.2	0.2	0.5	—	4.0	1.5	—	5.5
Operating income (loss) from continuing operations	23.1	5.1	12.2	2.2	(21.0)	21.6	(8.2)	(7.6)	5.8
Other expense:									
Interest expense, net	(22.3)	(0.4)	(0.2)	(0.1)	(30.6)(d)	(53.6)	(2.7)	(9.2)(d)	(65.5)
Other income, net	1.1	(0.1)	—	—	—	1.0	0.3	—	1.3
Total other expense, net	(21.2)	(0.5)	(0.2)	(0.1)	(30.6)	(52.6)	(2.4)	(9.2)	(64.2)
Income (loss) from continuing operations before income taxes	1.9	4.6	12.0	2.1	(51.6)	(31.0)	(10.6)	(16.8)	(58.4)
Provision (benefit) for income taxes from continuing operations	(12.7)	1.6	3.6	0.9	(5.2)(e)	(11.8)	(3.1)	3.1(e)	(11.8)
Income (loss) from continuing operations	$ 14.6	$ 3.0	$ 8.4	$ 1.2	$ (46.4)	$ (19.2)	$ (7.5)	$ (19.9)	$ (46.6)
Basic income per common share:									
Income from continuing operations	$ 0.88					$ (0.82)			$ (1.37)
Diluted income per common share:									
Income from continuing operations	$ 0.87					$ (0.82)			$ (1.37)
Weighted average common shares outstanding:									
Basic	16.6		4.9(h)	2.0(h)		23.5	10.4(g)		34.0
Diluted	16.9		4.9(h)	2.0(h)		23.5	10.4(g)		34.0

* See Note 7 for an explanation of the preliminary pro forma adjustments.

See accompanying notes to unaudited pro forma condensed combined financial information.

1. Description of the Transaction

On May 15, 2011, the Company entered into an Agreement and Plan of Merger (the "Merger Agreement") with Integral Systems, Inc., a Maryland corporation ("Integral Systems"), IRIS Merger Sub Inc., a Maryland corporation and the Company's wholly owned subsidiary ("Merger Sub"), and IRIS Acquisition Sub LLC, a Maryland limited liability company and the Company's wholly owned subsidiary ("Merger LLC"). On July 27, 2011, pursuant to the terms and subject to the conditions set forth in the Merger Agreement, Merger Sub merged with and into Integral Systems, and Integral Systems continued as the surviving corporation and as a wholly owned subsidiary of the Company. To fund the Merger, on July 27, 2011, the Company issued $115.0 million aggregate principal amount of Notes due 2017. The Notes were issued at a premium of 105%, for an effective interest rate of approximately 8.9%. The gross proceeds of approximately $120.8 million, which includes an approximate $5.8 million issuance premium and excludes accrued interest received of $1.8 million, were used to finance, in part, the cash portion of the purchase price for the acquisition of Integral Systems, to refinance existing indebtedness of Integral Systems and its subsidiaries, to pay certain severance payments in connection with the Merger and to pay related fees and expenses.

At the effective time of the Merger (the "Effective Time"), holders of Integral Systems common stock were entitled to receive (i) $5.00 in cash, without interest, and (ii) the issuance of 0.588 shares of the Company's common stock for each share of Integral Systems common stock owned.

In addition, at the Effective Time, each Integral Systems stock option that had an exercise price less than $13.00 per share were, if the holder thereof elected in writing, cancelled in exchange for an amount in cash, without interest, equal to the product of the total number of shares of Integral Systems common stock subject to such in-the-money option, multiplied by the aggregate value of the excess, if any, of $13.00 over the exercise price per share subject to such option, less the amount of any tax withholding. Each Integral Systems stock option that had an exercise price equal to or greater than $13.00 per share and each Integral Systems in-the-money option of which the holder did not make the election described in the preceding sentence was converted into an option to purchase Kratos common stock, with (i) the number of shares subject to such option adjusted to equal the number of shares of Integral Systems common stock subject to such out-of-the-money option multiplied by 0.9559, rounded up to the nearest whole share, and (ii) the per share exercise price under each such option adjusted by dividing the per share exercise price under such option by 0.9559, rounded up to the nearest whole cent. Each share of restricted stock granted under an Integral Systems equity plan or otherwise, whether vested or unvested, that was outstanding immediately prior to the completion of the Merger was cancelled and the holder thereof was entitled to receive an amount in cash, without interest, equal to the product of the total number of restricted shares of Integral Systems common stock held by such holder, multiplied by $13.00, less the amount of any tax withholding. No fractional shares of the Company's common stock were issued in the Merger. The Merger is intended to qualify as a "reorganization" within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended.

2. Basis of Presentation

The unaudited pro forma condensed combined balance sheet as of June 26, 2011 combines the historical consolidated balance sheets of Kratos as of June 26, 2011 and Integral Systems as of July 1, 2011.

The unaudited pro forma condensed combined statements of operations for the six months ended June 26, 2011 combine the historical consolidated statements of operations of Kratos and Integral Systems for their respective six month periods ended June 26, 2011 and July1, 2011, and the historical consolidated statements of operations of Herley for the three month period ended January 30, 2011.

The unaudited pro forma condensed combined statements of operations for the year ended December 26, 2010 combine the historical consolidated statements of operations of Kratos, Integral Systems and Herley for their respective twelve months ended December 26, 2010, December 31, 2010, and January 30, 2011, respectively, HBE for the nine months ended September 30, 2010, and of Gichner for the three months ended March 31, 2010, and give pro forma effect to the Merger as if it had occurred on December 28, 2009. The operating results for the twelve-month period ended December 31, 2010 for Integral Systems were derived from the quarterly operating results and annual operating results of Integral Systems and the operating results for the twelve-month period ended January 30, 2011 for Herley were derived from the quarterly operating results and annual operating results of Herley.

The pro forma adjustments include the application of the acquisition method of accounting under Financial Accounting Standards Board Accounting Standards Codification ("ASC") Topic 805 Business Combinations ("Topic 805"). Topic 805 requires,

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among other things, that identifiable assets acquired and liabilities assumed be recognized at their fair values as of the acquisition date, which is presumed to be the closing date of the acquisition of Integral Systems.

Under ASC Topic 820 Fair Value Measurements and Disclosures ("Topic 820"), "fair value" is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Topic 820 specifies a hierarchy of valuation techniques based on the nature of the inputs used to develop the fair value measures. This is an exit price concept for the valuation of the asset or liability. In addition, market participants are assumed to be unrelated buyers and sellers in the principal or the most advantageous market for the asset or liability. Fair value measurements for an asset assume the highest and best use by these market participants. Many of these fair value measurements can be highly subjective and it is also possible that other professionals, applying reasonable judgment to the same facts and circumstances, could develop and support a range of alternative estimated amounts.

The historical consolidated financial data has been adjusted to give effect to pro forma events that are (i) directly attributable to the acquisition of each of Integral Systems. Herley, HBE and Gichner, (ii) factually supportable, and (iii) with respect to the statement of operations, expected to have a continuing impact on the combined results. The pro forma adjustments are preliminary and based on management's estimates of the fair value and useful lives of the assets acquired and liabilities assumed and have been prepared to illustrate the estimated effect of such acquisitions and certain other adjustments. The unaudited pro forma condensed combined financial statements do not reflect revenue opportunities, synergies or cost savings that Kratos expects to realize after the acquisitions. No assurance can be given with respect to the estimated revenue opportunities and operating cost savings that are expected to be realized as a result of the acquisitions. The unaudited pro forma condensed combined financial statements also do not reflect non-recurring charges related to integration activities or exit costs that may be incurred by Kratos, Integral Systems, Herley, HBE or Gichner in connection with the acquisitions thereof. There were no material transactions between Kratos, Integral Systems, Herley, HBE or Gichner during the periods presented in the unaudited pro forma condensed combined financial statements that would need to be eliminated.

3. Accounting Policies

Based upon Kratos' preliminary review of Integral Systems' summary of significant accounting policies disclosed in its audited financial statements the nature and amount of any adjustments to the historical financial statements of Integral Systems to conform Integral Systems' accounting policies to those of Kratos are not expected to be significant.

4. Consideration Transferred and Purchase Price Allocation

The initial consideration transferred and the aggregate purchase price to be allocated is presented in the table below (in millions).

Cash payable as merger consideration	$ 94.2
Value of common stock payable as merger consideration(a)	108.7
Fair value of Kratos replacement options issued to Integral Systems option holders	1.0
Payment of outstanding Integral Systems debt	37.3
Estimate of acquisition consideration(b)	$ 241.2

(a) The value of common stock was calculated based upon the closing price of Kratos common stock, or $10.41, on July 27, 2011 and 10,441,069 of Kratos shares issued to Integral Systems common shareholders.

(b) The cash payment was funded with cash on hand, together with the net proceeds from the debt financing transactions (See Note 1).

5. Estimate of Assets to be Acquired and Liabilities to be Assumed

The following is a discussion of the adjustments made in connection with the preparation of the unaudited pro forma condensed combined financial statements. Each of these adjustments represents preliminary estimates of the fair values of Integral Systems' assets and liabilities and periodic amortization of such adjustments to the extent applicable. Actual adjustments will be made when the final fair value of Integral Systems' assets and liabilities is determined. Accordingly, the actual adjustments to Integral Systems assets and liabilities and the related amortization of such adjustments may differ materially from the estimates reflected in the unaudited pro forma condensed combined financial statements.

The following is the preliminary estimate of the assets acquired and the liabilities assumed by Kratos reconciled to the consideration transferred (in millions):

	Integral Systems
Book value of net assets acquired	$ 24.2
Debt paid at closing	37.3
Acquisition accounting adjustment for deferred taxes	12.8
Identifiable intangible assets	29.4
Goodwill	137.5
Purchase price allocated	$ 241.2

Goodwill: Goodwill is calculated as the excess of the acquisition date fair value of the consideration transferred over the values assigned to the identifiable assets acquired and liabilities assumed. Goodwill is not amortized but rather is subject to an annual impairment test.

Intangible assets: Using the income approach, the Company has made a preliminary estimate of the fair value of the acquired identifiable intangible assets, which are subject to amortization. Further analysis must be performed to value those assets at fair value and allocate purchase price to those assets. As such, the value of intangible assets may differ significantly from the amount reflected on the unaudited pro forma combined financial information. Amortization recorded in the statement of operations may also differ based on the valuation of intangible assets. The following table sets forth the components of these intangible assets and their estimated useful lives (dollars in millions):

	Fair value	Estimated useful life (years)
Customer backlog—funded	$ 16.4	1.5
Customer relationships	12.4	4.2
Trade name	0.6	4.4
	$ 29.4	

6. Adjustments to Unaudited Pro Forma Combined Balance Sheet:

(a) The sources and uses of funds relating to the acquisitions are as follows (in millions):

Sources: (See Note 1)	
Debt financing transactions	$ 120.8
Release of restricted cash as a result of repayment of Integral Systems debt	1.0
Uses:	
Cash consideration to stockholders of Integral Systems	(94.2)
Estimated transaction fees and change in control payments	(18.1)
Repayment of Integral Systems debt	(37.3)
Net adjustment to cash and cash equivalents	$ (27.8)

(b) Reflects adjustment for current and long term deferred financing costs of $1.1 million and $4.4 million, respectively, related to issuance of debt and write-off of Integral Systems deferred financing costs.

(c) Reflects adjustments to deferred taxes and goodwill as a result of the impact of indefinite lived intangibles acquired.

(d) Reflects adjustments to goodwill (in millions):

Eliminate Integral Systems goodwill	$ (71.8)
Record transaction goodwill	137.5
	$ 65.7

(e) Reflects adjustments to intangibles (in millions):

Eliminate Integral Systems intangibles	$ (18.6)
Record transaction intangibles	29.4
	$ 10.8

(f) Reflects a bond premium of $5.8 million. The bond premium is the difference between the 10% face amount of the notes and the yield to maturity of approximately 8.9% on the new issuance.

(g) Reflects payment of Integral Systems short term debt of $32.5 million and the face amount of the long term debt issued of $115.0 million.

(h) Reflects payment of Integral Systems capital leases of which $0.9 million is current and $3.5 million is long term.

(i) Reflects the elimination of Integral Systems common stock and accumulated other comprehensive loss.

(j) Reflects the elimination of the Integral Systems additional-paid-in-capital offset by the issuance of common stock of $108.7 million to Integral Systems shareholders and $1.0 million related to the fair value of options assumed for Integral Systems (see Note 1).

(k) Reflects the elimination of Integral Systems retained earnings plus transaction costs and change in control payments of $11.7 million and elimination of Integral Systems deferred financing costs of $0.9 million.

7. Adjustments to Unaudited Pro Forma Combined Statement of Operations:

(a) Net decrease in amortization expense to reflect the adjustment for intangibles not acquired in the transactions, net of the amortization expense of identifiable intangible assets arising from the purchase price allocations. Identifiable intangible assets are being amortized using the straight-line method and their weighted average useful lives (in millions):

	Pro Forma Condensed Combined Six Months Ended June 26, 2011		
Amortization of:	**Herley**	**Integral Systems**	**Combined**
Customer relationships	$ 1.2	$ 1.5	$ 2.7
Funded backlog	4.8	5.5	10.3
Trade names	—	0.1	0.1
Total estimated amortization expense	6.0	7.1	13.1
Elimination of previously-recorded amortization of acquisition-related intangible assets	(0.3)	(2.3)	(2.6)
Pro forma adjustment to amortization of acquisition-related intangible assets	$ 5.7	$ 4.8	$ 10.5

	Pro Forma Condensed Combined Twelve Months Ended December 26, 2010					
Amortization of:	**Gichner**	**Herley**	**HBE**	**Subtotal Combined**	**Integral Systems**	**Combined**
Customer relationships	$ 0.4	$ 4.8	$ —	$ 5.2	$ 3.0	$ 8.2
Funded backlog	0.6	16.1	0.7	17.4	10.9	28.3
Trade names and technical know-how	0.5	0.1	—	0.6	0.1	0.7
Total estimated amortization expense	1.5	21.0	0.7	23.2	14.0	37.2
Elimination of previously-recorded amortization of acquisition-related intangible assets	(0.1)	(1.0)	(0.1)	(1.2)	(3.8)	(5.0)
Pro forma adjustment to amortization of acquisition-related intangible assets	$ 1.4	$ 20.0	$ 0.6	$ 22.0	$ 10.2	$ 32.2

(b) Reflects a reduction in stock-based compensation expense as a result of the vesting, in full, of stock options and restricted stock immediately prior to closing of the Herley and HBE transactions offset by stock-based compensation expense for stock options assumed. The net adjustment was a reduction in expense of $0.4 million for the six months ended June 26, 2011 and $1.0 million for the twelve months ended December 26, 2010.

(c) Reflects a reduction in stock-based compensation expense as a result of the vesting, in full, of stock options and restricted stock immediately prior to the closing of the Integral Systems transaction. The reduction in expense was $1.5 million for the six months ended June 26, 2011 and $2.6 million for the twelve months ended December 26, 2010.

(d) Interest expense adjustments (in millions):

	Six months ended June 26, 2011	Twelve months ended December 26, 2010
Estimated interest expense related to the Original Notes issued on May 19, 2010 and elimination of interest expense related to Kratos debt that was refinanced in 2010	$ —	$ 3.3
Estimated interest related to Notes issued for Herley	6.3	27.7
Eliminate interest expense related to Gichner and Herley debt	—	(0.4)
Net change in interest expense for Gichner, HBE and Herley	$ 6.3	$ 30.6
Eliminate interest on Integral Systems existing debt	$ (1.8)	$ (2.4)
Estimated interest on new debt	5.8	11.6
Net change in interest expense for Integral Systems	$ 4.0	$ 9.2

In May 2010, to finance the acquisition of Gichner, Kratos completed a private offering of $225.0 million in aggregate principal amount of 10% Senior Secured Notes due 2017 and entered into a new 4-year, $25.0 million revolving credit facility, which is secured by a first priority lien on the combined entity's accounts receivable and inventory.

In March 2011, to finance the Herley acquisition, Kratos issued $285.0 million aggregate amount of additional 10% Senior Secured Notes due 2017. The effective interest rate on such notes is approximately 8.5% per annum.

On July 27, 2011, Kratos entered into an amended and restated Credit Agreement with KeyBank which increased Kratos' availability under its revolving credit facility from $35.0 million to $65.0 million and extended the commitment period from May 19, 2015 to July 26, 2016. The KeyBank revolving credit facility is assumed to have no drawings for the transaction. To finance the Integral Systems acquisition, the Company issued additional 10% Senior Secured Notes due 2017. The yield to maturity on the new notes is approximately 8.9% per annum.

(e) Reflects the income tax effects of pro forma adjustments and utilization of Kratos net operating losses and tax attributes to offset tax expense that Herley, HBE and Gichner would otherwise incur on a stand-alone basis.

(f) Reflects the issuance of 4.9 million common shares related to the Herley transaction on February 11, 2011 of which 1.2 million shares were not included in Kratos' six month ended diluted and basic weighted average common shares outstanding.

(g) Reflects the issuance of 10.5 million common shares for the purchase of Integral Systems common shares (See Note 1).

(h) Reflects the issuance of 4.9 million common shares related to the Herley transaction on February 11, 2011 and the issuance of 2.5 million common shares on October 12, 2010 related to the HBE transaction of which 2.0 million shares were not included in Kratos' year end diluted and basic weighted average common shares outstanding.