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As filed with the Securities and Exchange Commission on August 20, 2014

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.

(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)

Kratos Defense & Security Solutions, Inc.
4820 Eastgate Mall, Suite 200
San Diego, CA 92121
(858) 812-7300
(Address, Including Zip Code, and Telephone Number, Including Area Code, of Registrant's Principal Executive Offices)

Deanna H. Lund
Executive Vice President and Chief Financial Officer
Kratos Defense & Security Solutions, Inc.
4820 Eastgate Mall, Suite 200
San Diego, CA 92121
(858) 812-7300
(Name, Address, Including Zip Code, and Telephone Number, Including Area Code, of Agent For Service)

Copies to:
Jeffrey C. Thacker, Esq.
DLA Piper LLP (US)
4365 Executive Drive, Suite 1100
San Diego, California 92121
(858) 677-1400

Approximate date of commencement of proposed sale to the public:
As soon as practicable after this Registration Statement becomes effective.

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-1d) (Cross-Border Third-Party Tender Offer) o

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	Amount to be Registered	Proposed Maximum Offering Price per Unit(1)	Proposed Maximum Aggregate Offering Price(1)	Amount of Registration Fee
7.000% Senior Secured Notes due 2019	$625,000,000	100%	$625,000,000	$80,500

(1) Estimated solely for purposes of calculating the registration fee pursuant to Rule 457(f)(1) under the Securities Act of 1933, as amended.

The Registrants hereby amend this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrants 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, 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
BSC Partners LLC	New York	61-1579937
Charleston Marine Containers, Inc.	Delaware	13-3895313
Composite Engineering, Inc.	California	68-0233339
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 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, 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
JMA Associates, Inc.	Delaware	52-2228456
KPSS Government Solutions, Inc.	Delaware	51-0261462
Kratos Defense & Rocket Support Services, Inc.	Delaware	33-0431023
Kratos Integral Holdings, LLC	Maryland	45-3455455
Kratos Integral Systems International, Inc.	California	20-5651555
Kratos Networks, Inc.	Delaware	80-0013776
Kratos Public Safety & Security Solutions, Inc.	Delaware	33-0896808
Kratos Southeast, Inc.	Georgia	58-1885960
Kratos Southwest L.P.	Texas	74-2144182
Kratos Systems and Solutions, Inc.	Virginia	04-3743834
Kratos Technology & Training Solutions, Inc.	California	95-2467354
Kratos Texas, Inc.	Texas	75-2982611
Kratos Unmanned Systems Solutions, Inc.	Delaware	26-0537776
Carlsbad ISI, 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
Polexis, Inc.	California	33-0717132

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Exact name of Registrant as specified in its Charter	State or other Jurisdiction of Incorporation or Organization	I.R.S. Employee Identification Number
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	27-2703902
SCT Real Estate, LLC	Delaware	N/A
Secureinfo Corporation	Delaware	74-2804679
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

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The information in this prospectus is not complete and may be changed. We may not sell these securities until the registration statement filed with the Securities and Exchange Commission is effective. This prospectus is not an offer to sell these securities and we are not soliciting an offer to buy these securities in any state where the offer or sale is not permitted.

SUBJECT TO COMPLETION, DATED AUGUST 20, 2014

PROSPECTUS

Kratos Defense & Security Solutions, Inc.

Offer to Exchange all Outstanding and Unregistered 7.000% Senior Secured Notes due 2019 for 7.000% Senior Secured Notes due 2019

Which Have been Registered Under the Securities Act

This prospectus and accompanying letter of transmittal relate to our proposed offer (the "Exchange Offer") to exchange up to $625,000,000 aggregate principal amount of 7.000% senior secured notes due 2019 (the "Exchange Notes"), which are registered under the Securities Act of 1933, as amended (the "Securities Act"), for any and all of our unregistered 7.000% senior secured notes due 2019 (the "Unregistered Notes", and together with the Exchange Notes, the "Notes") that were issued on May 14, 2014 (the "Issue Date"). The Unregistered Notes have certain transfer restrictions. The Exchange Notes will be freely transferable.

The principal features of the Exchange Offer are as follows:

- You may withdraw tendered outstanding Unregistered Notes at any time prior to the expiration of the Exchange Offer.
- We will exchange all outstanding Unregistered Notes that are validly tendered and not validly withdrawn prior to the expiration of the Exchange Offer for an equal principal amount of Exchange Notes.
- The terms of the Exchange Notes to be issued are substantially similar to the Unregistered Notes, except they are registered under the Securities Act, do not have any transfer restrictions, and do not have registration rights or rights to additional interest.
- The exchange of Unregistered Notes for Exchange Notes pursuant to the Exchange Offer will not be a taxable event for U.S. federal income tax purposes.
- We will not receive any proceeds from the Exchange Offer.
- There is no public market for the Exchange Notes. We do not intend to apply for listing of the Exchange Notes on any securities exchange or automated quotation system.

THE EXCHANGE OFFER WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON , 2014, UNLESS WE EXTEND THE OFFER.

You should read the section titled "The Exchange Offer" beginning on page 19 for further information on how to exchange your Unregistered Notes for Exchange Notes.

Please see "Risk Factors" beginning on page 9 for a discussion of certain factors you should consider in connection with the Exchange Offer.

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

The date of this prospectus is , 2014.

Each holder of an Unregistered Note wishing to accept the Exchange Offer must deliver the Unregistered Note to be exchanged, together with the letter of transmittal that accompanies this prospectus and any other required documentation, to the exchange agent identified in this prospectus. Alternatively, you may effect a tender of Unregistered Notes by book-entry transfer into the exchange agent's account at The Depository Trust Company ("DTC"). All deliveries are at the risk of the holder. You can find detailed instructions concerning delivery in the section called "The Exchange Offer" in this prospectus and in the accompanying letter of transmittal.

If you are a broker-dealer that receives Exchange Notes for your own account, you must acknowledge that you will deliver a prospectus in connection with any resale of the Exchange Notes. The letter of transmittal accompanying this prospectus states that, by so acknowledging and by delivering a prospectus, you will not be deemed to admit that you are an "underwriter" within the meaning of the Securities Act. You may use this prospectus, as we may amend or supplement it in the future, for your resales of Exchange Notes. We will use commercially reasonable efforts to have the registration statement, of which this prospectus forms a part, remain effective for a period ending on the earlier of (i) 180 days from the date on which this registration statement is declared effective and (ii) the date on which a broker-dealer is no longer required to deliver a prospectus in connection with market-making or other trading activities. We will also amend or supplement this prospectus during this 180-day period, if requested by one or more participating broker-dealers, in order to expedite or facilitate such resales.

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This prospectus incorporates important business and financial information about the Company that is not included in or delivered with the document. See "Where You Can Find Additional Information." Copies of these documents, except for certain exhibits and schedules, will be made available to you without charge upon written or oral request to:

Kratos Defense & Security Solutions, Inc.
4820 Eastgate Mall, Suite 200
Attention: Corporate Secretary
San Diego, CA 92121
(858) 812-7300

In order to obtain timely delivery of such materials, you must request information from us no later than five business days prior to , 2014, the date you must make your investment decision.

ABOUT THIS PROSPECTUS

This prospectus is part of a registration statement we filed with the Securities and Exchange Commission, referred to in this prospectus as the SEC. You should read this prospectus together with the registration statement, the exhibits thereto and the additional information described under the heading "Where You Can Find More Information." In making your decision to participate in the Exchange Offer, you should rely only on the information contained in this prospectus and in the accompanying letter of transmittal. The information contained in this prospectus is not complete and may be changed. We have not authorized anyone else to provide you with different information. We are not making an offer of any securities in any jurisdiction where the offer is not permitted. You should not assume that the information in this prospectus or any document incorporated by reference is accurate as of any date other than the date of the document in which such information is contained or such other date referred to in such document, regardless of the time of any sale, exchange or issuance of a security.

This prospectus contains summaries of certain provisions contained in some of the documents described herein, but reference is made to the actual documents for complete information. All of the summaries are qualified in their entirety by reference to the actual documents. Copies of some of the documents referred to herein have been filed or will be filed or incorporated by reference as exhibits to the registration statement of which this prospectus is a part, and you may obtain copies of those documents as described below in the section entitled "Where You Can Find More Information."

This prospectus incorporates by reference important business and financial information about us that is not included in or delivered with this document. This information is available to you without charge upon written or oral request to: Kratos Defense & Security Solutions, Inc., Attention: Investor Relations, 4820 Eastgate Mall, San Diego, California, 92121, (858) 812-7300. The Exchange Offer is expected to expire on , 2014, and you must make your exchange decision by the expiration date. To obtain timely delivery, you must request the information no later than , 2014, or the date that is five business days before the expiration date of the exchange offers.

Trademarks, Trade Names and Service Marks

This prospectus may include trade names and trademarks of other companies. Our use or display of other parties' trade names, trademarks or products is not intended to, and does not, imply a relationship with, or endorsement or sponsorship of us by, the trade names or trademark owners. All trademarks appearing in this Prospectus not owned by us are the property of their holders.

Company References

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.

INCORPORATION BY REFERENCE

We are "incorporating by reference" information filed with the SEC into this prospectus, which means that we are disclosing important business and financial and other information to you by referring you to those documents. Information that is incorporated by reference is an important part of this prospectus. We incorporate by reference into this prospectus the documents listed below and any future filings made with the SEC under Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act prior to the termination of this offering, and such documents form an integral part of this prospectus:

- our annual report on Form 10-K for the year ended December 29, 2013 filed with the SEC on March 12, 2014;
- our quarterly reports on Form 10-Q for the quarters ended March 30, 2014 and June 29, 2014 filed with the SEC on April 30, 2014 and August 7, 2014, respectively;
- our current reports on Form 8-K filed with the SEC on January 22, 2014, May 9, 2014 and May 15, 2014; and
- our definitive proxy statement on Schedule 14A filed with the SEC on April 11, 2014.

Unless specifically stated to the contrary, none of the information that we disclose under Items 2.02 or 7.01 of any current report on Form 8-K that we may from time to time furnish to the SEC or any other document or information deemed to have been furnished and not filed with the SEC will be incorporated by reference into, or otherwise included in, this prospectus.

Any statement contained in this prospectus or in a document (or part thereof) incorporated or considered to be incorporated by reference in this prospectus shall be considered to be modified or superseded for purposes of this prospectus to the extent that a statement contained in this prospectus or in any other subsequently filed document (or part thereof) that is or is considered to be incorporated by reference in this prospectus modifies or supersedes that statement. The modifying or superseding statement need not state that it has modified or superseded a prior statement or include any other information set forth in the document that it modifies or supersedes. Any statement so modified or superseded shall not be considered, except as so modified or superseded, to constitute any part of this prospectus.

Our internet address is *www.kratosdefense.com*. Our annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K, and amendments to those reports filed or furnished pursuant to section 13(a), 13(c), 14 or 15(d) of the Exchange Act are available free of charge through our website as soon as reasonably practicable after they are electronically filed with, or furnished to, the Securities and Exchange Commission. The information on our website and any other website that is referred to in this prospectus is not part of and is not incorporated by reference in this prospectus.

You may obtain at no cost copies of each of our documents incorporated by reference into this prospectus (other than an exhibit to a filing unless that exhibit is specifically incorporated by reference into that filing) by writing or telephoning at the following address: Kratos Defense & Security Solutions, Inc., Attention: Investor Relations, 4820 Eastgate Mall, San Diego, California, 92121, (858) 812-7300. In order to receive timely delivery of these materials, you must make your requests no later than five business days before you make your investment decision.

CAUTIONARY STATEMENT REGARDING 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, which could impair our financial health and prevent us from fulfilling our obligations under the Exchange Notes;
- our ability to make interest and principal payments on our debt and satisfy the other covenants contained in the Indenture that governs the Exchange Notes, our ABL Credit Facility and other debt agreements we have entered into or may enter into in the future;
- 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;
- unfavorable results of litigation;
- risks related to failure of our products or services;
- the effect of competition;
- the Exchange Notes and the Guarantees will be effectively subordinated to any of our and our guarantors' first lien secured indebtedness to the extent of the value of the collateral securing that indebtedness;
- we may be unable to generate sufficient cash to service all of our indebtedness, including the Exchange Notes, and meet our other ongoing liquidity needs and may be forced to take other actions to satisfy our obligations under our indebtedness, which may be unsuccessful;
- the Exchange Notes will be structurally subordinated to all liabilities of our non-guarantor subsidiaries;

- our variable rate indebtedness subjects us to interest rate risk, which could cause our indebtedness service obligations to increase significantly;
- we may be unable to repurchase Exchange Notes in the event of a change of control as required by the Indenture;
- holders of the Exchange Notes may not be able to determine when a change of control giving rise to their right to have the Exchange Notes repurchased has occurred following a sale of "substantially all" of our assets;;
- an active trading market may not develop for the Exchange Notes;
- federal and state fraudulent transfer laws may permit a court to void the Exchange Notes or any of the Guarantees, and if that occurs, you may not receive any payments on the Exchange Notes; and
- our credit ratings may not reflect all risks associated with an investment in the Exchange Notes.

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 9 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.

SUMMARY

This summary highlights selected information about us, the Exchange Offer and the Exchange Notes from this prospectus and the documents incorporated herein by reference and does not contain all of the information that you need to consider in making a decision to participate in the Exchange Offer. To understand the Exchange Offer fully and for a more complete description of the legal terms of the Exchange Notes, you should carefully read this entire prospectus, the accompanying letter of transmittal and the documents incorporated herein by reference, especially the risks of investing in the Exchange Notes discussed under "Risk Factors" beginning on page 9 of this prospectus.

Our Company

We are a specialized security technology business providing mission critical products, solutions and services for domestic and international customers, with our principal customers being national security related agencies of the U.S. Government. Our core capabilities are sophisticated engineering, manufacturing, system integration, and test and evaluation offerings for national security platforms and programs. Our principal products and services are related to Command, Control, Communications, Computing, Combat Systems, Intelligence, Surveillance and Reconnaissance, or C5ISR. We offer our customers products, solutions, services and expertise to support their mission-critical needs by leveraging our skills across our core offering areas in C5ISR.

We design, engineer and manufacture specialized electronic components, subsystems and systems for electronic attack, electronic warfare, radar, and missile system platforms; integrated product, software and technology solutions for satellite communications; products and solutions for unmanned systems; products and services related to cybersecurity and cyberwarfare; products and solutions for ballistic missile defense; weapons systems trainers; advanced network engineering and information technology services; weapons systems lifecycle support and sustainment; military weapon range operations and technical services; and public safety, critical infrastructure security and surveillance systems. Our primary end customers are U.S. Government agencies, including the DoD, classified agencies, intelligence agencies, other national security agencies and homeland security related agencies. We also conduct business with local, state and foreign governments and domestic and international commercial customers. In fiscal 2011, 2012 and 2013, we generated 74%, 65% and 64%, respectively, of our total revenues from contracts with the U.S. Government (including all branches of the U.S. military), either as a prime contractor or a subcontractor. We believe our stable customer base, strong customer relationships, intellectual property, broad array of contract vehicles, "designed in" positions on strategic National Security platforms, large employee base possessing specialized skills, specialized manufacturing facilities and equipment, extensive list of past performance qualifications, and significant management and operational capabilities position us for continued growth.

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 principal corporate offices are located at 4820 Eastgate Mall, San Diego, California 92121, and our telephone number is (858) 812-7300. We maintain an Internet website at *www.kratosdefense.com*. The information found on our Internet site is not part of this prospectus.

Summary of the Exchange Offer

The summary below describes the principal terms and conditions of the Exchange Offer and the Exchange Notes. It does not contain all the information that may be important to you. Some of the terms and conditions described below are subject to important limitations and exceptions. Please refer to the sections of this prospectus entitled "The Exchange Offer" and "Description of the Exchange Notes" for more detailed descriptions of the terms and conditions of the Exchange Offer and the terms of the Exchange Notes.

On May 14, 2014, we issued $625 million aggregate principal amount of 7.000% senior secured notes due 2019. On the same day, we and the initial purchasers of the Unregistered Notes entered into a registration rights agreement in which we agreed that you, as a holder of Unregistered Notes, would be entitled to exchange your Unregistered Notes for Exchange Notes registered under the Securities Act of 1933, as amended (the "Securities Act"). This 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 Unregistered Notes. The Exchange Notes will be our obligations and will be entitled to the benefits of the indenture relating to the Unregistered Notes. The form and terms of the Exchange Notes are identical in all material respects to the form and terms of the Unregistered Notes, except that:

- the Exchange Notes have been registered under the Securities Act and, therefore, will contain no restrictive legends;
- the Exchange Notes will not have registration rights; and
- the Exchange Notes will not have rights to additional interest.

In addition, the Exchange Notes will bear a different CUSIP and ISIN number than the Unregistered Notes. The CUSIP number for the Exchange Notes is

The Exchange Offer	We are offering to exchange any and all of our 7.000% senior secured notes due 2019, which have been registered under the Securities Act, for any and all of our outstanding unregistered 7.000% senior secured notes due 2019 that were issued on May 14, 2014. As of the date of this prospectus, $[625] million in aggregate principal amount of our Unregistered Notes are outstanding.
Expiration of the Exchange Offer	The Exchange Offer will expire at 5:00 p.m., New York City time, on , , unless we decide to extend the Exchange Offer.
Conditions of the Exchange Offer	We will not be required to accept for exchange any Unregistered Notes, and may amend or terminate the Exchange Offer if any of the following conditions or events occurs: • the Exchange Offer or the making of any exchange by a holder of Unregistered Notes violates applicable law or any applicable interpretation of the staff of the SEC; • any action or proceeding shall have been instituted or threatened with respect to the Exchange Offer which, in our reasonable judgment, would impair our ability to proceed with the Exchange Offer; and

- any laws, rules or regulations or applicable interpretations of the staff of the SEC are issued or promulgated which, in our good faith determination, do not permit us to effect the Exchange Offer.

We will give oral or written notice of any non-acceptance, amendment or termination to the registered holders of the Unregistered Notes as promptly as practicable. We reserve the right to waive any conditions of the Exchange Offer.

Resale of the Exchange Notes

Based on interpretative letters of the SEC staff to third parties unrelated to us, we believe that you can resel and transfer the Exchange Notes you receive pursuant to this Exchange Offer without compliance with the registration and prospectus delivery provisions of the Securities Act, provided that:

- any Exchange Notes to be received by you will be acquired in the ordinary course of your business;
- you are not engaged in, do not intend to engage in and have no arrangement or understanding with any person to engage in, the distribution of the Unregistered Notes or Exchange Notes;
- you are not an "affiliate" (as defined in Rule 405 under the Securities Act) of ours, or, if you are such an affiliate, you will comply with the registration and prospectus delivery requirements of the Securities Ac to the extent applicable;
- if you are a broker-dealer, you have not entered into any arrangement or understanding with us or any of our "affiliates" to distribute the Exchange Notes; and
- you are not acting on behalf of any person or entity that could not truthfully make these representations.

If you wish to participate in the Exchange Offer, you must represent to us that these conditions have been met.

If you are a broker-dealer and you will receive Exchange Notes for your own account in exchange for Unregistered Notes that were acquired as a result of market-making activities or other trading activities, yo will be required to acknowledge that you will deliver a prospectus in connection with any resale of the Exchange Notes. See "Plan of Distribution" for a description of the prospectus delivery obligations of broker-dealers.

Any holder of Unregistered Notes who:

- is our affiliate;
- does not acquire Exchange Notes in the ordinary course of its business; or
- tenders its Unregistered Notes in the Exchange Offer with the intention to participate, or for the purpose of participating, in a distribution of Exchange Notes

	cannot rely on the position of the staff of the SEC enunciated in Morgan Stanley & Co. Incorporated (available June 5, 1991) and Exxon Capital Holdings Corporation (available May 13, 1988), as interpreted in Shearman & Sterling (available July 2, 1993), or similar no-action letters and, in the absence of an exemption therefrom, must comply with the registration and prospectus delivery requirements of the Securities Act in connection with any resale of the new notes.
Accrued Interest on the Exchange Notes and Unregistered Notes	The Unregistered Notes accrue interest from and including May 14, 2014. The first interest payment on the Exchange Notes will be made on November 15, 2014. We will pay interest on the Exchange Notes semi-annually on May 15 and November 15 of each year.
Procedures for Tendering Unregistered Notes	If you wish to participate in the Exchange Offer, you must follow the procedures established by DTC for tendering Unregistered Notes held in book-entry form. These procedures require that (i) the exchange agen receive, prior to the expiration date of the Exchange Offer, a computer generated message known as an "agent's message" that is transmitted through DTC's automated tender offer program, and (ii) DTC confirm that: • DTC has received your instructions to exchange your Unregistered Notes; and • you agree to be bound by the terms of the letter of transmittal. For more information on tendering your Unregistered Notes, please refer to the section in this prospectus entitled "The Exchange Offer—Procedures for Tendering."
Special Procedures for Beneficial Owners	If you are a beneficial owner of Unregistered Notes that are held through a broker-dealer, commercial bank trust company or other nominee and you wish to tender such Unregistered Notes, you should contact the registered holder promptly and instruct them to tender your Unregistered Notes on your behalf. If you wish to tender on your own behalf, you must, prior to completing and executing the letter of transmittal and delivering your Unregistered Notes, either make appropriate arrangements to register ownership of the Unregistered Notes in your name or obtain a properly completed bond power from the registered holder. The transfer of registered ownership may take considerable time and may not be able to b completed prior to the expiration date.

Guaranteed Delivery Procedures	If you wish to tender your Unregistered Notes and your Unregistered Notes are not immediately available, or you cannot deliver your Unregistered Notes, the letter of transmittal or any other required documents, or you cannot comply with the procedures under DTC's Automated Tender Offer Program for transfer of book entry interests prior to the expiration date, you must tender your Unregistered Notes according to the guaranteed delivery procedures set forth in this prospectus under "The Exchange Offer—Guaranteed Delivery Procedures."
Acceptance of Unregistered Notes and Delivery of Exchange Notes	Subject to customary conditions, we will accept outstanding Unregistered Notes that are properly tendered in the Exchange Offer and not withdrawn prior to the expiration date. The Exchange Notes will be delivere as promptly as practicable following the expiration date.
Withdrawal Rights	You may withdraw the tender of your Unregistered Notes at any time prior to 5:00 p.m., New York City time, on , , the expiration date.
Consequences of Failure to Exchange	If you are eligible to participate in this Exchange Offer and you do not tender your Unregistered Notes as described in this prospectus, your Unregistered Notes may continue to be subject to transfer restrictions. As a result of the transfer restrictions and the availability of Exchange Notes, the market for the Unregistered Notes is likely to be much less liquid than before this Exchange Offer. The Unregistered Notes will, after this Exchange Offer, bear interest at the same rate as the Exchange Notes. The Unregistered Notes will not retain any rights under the registration rights agreement.
Certain United States Federal Income Tax Considerations	The exchange of the Unregistered Notes for Exchange Notes pursuant to the Exchange Offer will not be a taxable event for U.S. federal income tax purposes. See "Certain U.S. Federal Income Tax Considerations."
Exchange Agent	Wilmington Trust, National Association, the trustee under the indenture, is serving as exchange agent in connection with the Exchange Offer.
Use of Proceeds	We will not receive any proceeds from the issuance of Exchange Notes in the Exchange Offer.

Summary Description of the Exchange Notes

The following is a brief summary of some of the terms of the Exchange Notes. For a more complete description of the terms of the Exchange Notes, see "Description of the Exchange Notes" in this prospectus.

Issuer	Kratos Defense & Security Solutions, Inc.
Exchange Notes	$625.0 million aggregate principal amount of 7.000% Senior Secured Notes due 2019 (the "Exchange Notes").
Interest Rate	7.000% per annum.
Maturity Date	May 15, 2019.
Interest Payment Dates	May 15 and November 15 of each year, beginning on November 15, 2014.
Guarantees	The Exchange Notes will be guaranteed on a senior basis by each of our existing and future domestic restricted subsidiaries. See "Description of the Exchange Notes—Guarantees."
Security	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. The security interest in such assets (other than the Notes Priority Collateral) that secure the Exchange Notes and the related Guarantees will be junior to the liens thereon that secure our ABL Credit Facility. The security interest in assets securing the ABL Credit Facility that consist of Notes Priority Collateral will be junior to the liens thereon that secure the Exchange Notes and the related Guarantees.
Ranking	The Exchange Notes will be our senior obligations and will rank pari passu in right of payment with all of our existing and future senior indebtedness and senior in right of payment with all of our existing and futur subordinated indebtedness. The Exchange Notes will be guaranteed on a senior basis by each of our existin and future domestic restricted subsidiaries. Each Guarantee will rank equally in right of payment with the applicable guarantor's existing and future senior debt and rank senior in right of payment to such guarantor' existing and future subordinated debt. The Exchange Notes and Guarantees will be effectively junior to all of our and the guarantors' indebtedness and obligations secured on a first priority basis, including borrowings under our ABL Credit Facility, to the extent of the value of the assets subject to such first priority liens and effectively senior to our and the guarantors' existing and future unsecured obligations to the extent of the value of the collateral securing the Exchange Notes (after taking into account the obligations secured by such assets on a first priority basis). The Exchange Notes and Guarantees will be structurally subordinated to all liabilities of our current and future non-guarantor subsidiaries. See "Description of the Exchange Notes—Guarantees."

Intercreditor Agreement	Pursuant to an intercreditor agreement, the liens securing the Exchange Notes on the ABL Priority Collateral will be second priority liens that will be expressly junior in priority to the liens on the ABL Priority Collateral that secure obligations under our ABL Credit Facility and the liens securing the Exchang Notes on the Notes Priority Collateral will be first priority liens that will be expressly senior in priority to liens on the Notes Priority Collateral that secure obligations under our ABL Credit Facility. Pursuant to the intercreditor agreement, the liens on the ABL Priority Collateral securing the Exchange Notes may not be enforced for a 180 day "standstill" period, which 180 day "standstill" period will not expire if the agent under the ABL Credit Facility is pursuing remedies. See "Description of the Exchange Notes—Collateral—Intercreditor Agreement."
Certain Covenants	The Indenture will limit, among other things, our ability and the ability of our restricted subsidiaries 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 certain liens; • transfer or sell assets; • incur restrictions on the payment 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. These covenants are subject to a number of important exceptions and qualifications. See "Description of th Exchange Notes—Certain Covenants."
Form and Denomination	The Exchange Notes will be issued only in fully registered form in minimum denominations of $2,000 and larger integral multiples of $1,000.
No Public Market	The Exchange Notes are a new issue of securities and will not be listed on any securities exchange or included in any automated quotation system.
Risk Factors	See "Risk Factors" and the other information in this prospectus for a discussion of risk factors related to ou business.
Optional Redemption	On or after May 15, 2016, we may redeem some or all of the Exchange Notes at the redemption prices set forth under "Description of the Exchange Notes—Redemption," plus accrued and unpaid interest to the dat of redemption.

	Prior to May 15, 2016, we may redeem up to 35% of the aggregate principal amount of the Exchange Note at the premium set forth under "Description of the Exchange Notes—Redemption," plus accrued and unpai 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 May 15, 2016, by paying a "make whole" premium, plus accrued and unpaid interest, if any, to the date of redemption. See "Description of the Exchange Notes—Redemption." In addition, at one time prior to May 15, 2016, we may redeem up to 10% of the original aggregate principa amount of the Exchange Notes issued under the Indenture at a redemption price of 103% of the principal amount thereof, plus accrued and unpaid interest to the date of redemption.
Change of Control Offer	If we experience 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 equal to 101% of the principal amount thereof, plus accrued and unpaid interest to the date of purchase. See "Description of the Exchange Notes—Repurchase Upon Change of Control."
Asset Sale Proceeds	Upon certain asset sales, we may be required to offer to use the net proceeds thereof to purchase some of th Exchange Notes at 100% of the principal amount thereof, plus accrued and unpaid interest to the date of purchase. See "Description of the Exchange Notes—Certain Covenants—Limitation on Asset Sales."
Use of Proceeds	We will not receive any proceeds from the issuance of Exchange Notes pursuant to the Exchange Offer.

RISK FACTORS

You should carefully consider the risks described below in addition to the other information contained in this prospectus or incorporated herein by reference before making a decision to participate in the Exchange Offer. Any of the following risks, as well as other risks and uncertainties, could harm our business and financial results and cause the value of the Exchange Notes to decline, which in turn could cause you to lose all or part of your investment. The risks and uncertainties described in this prospectus and the documents incorporated herein by reference are not the only ones facing us. Additional risks and uncertainties that we do not presently know about or that we currently believe are not material may also adversely affect our business, financial condition, results of operations and prospects.

Risks Related to our Indebtedness and the Exchange Notes

We have substantial indebtedness, which could have a negative impact on our financing options and liquidity position and have adverse effects on our business.

As of June 29, 2014, we have approximately $664.2 million of total long-term debt outstanding, which includes $41.0 million under our asset-based credit facility (the "ABL Credit Facility"). 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 Exchange 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 Exchange Notes tendered to us if there is a change of control, which would constitute a default under the Indenture and under our ABL Credit facility; 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 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 and, in certain circumstances, could be secured on a first-priority or pari passu basis. In addition, the Indenture will not prevent us from incurring obligations that do not constitute 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, such as those described under "—Other Risks Related to Kratos." 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 Exchange 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 under an existing ABL Credit Facility could compel us to apply all of our available cash to repay our borrowings or they could prevent us from making payments on the Exchange Notes. If the amounts outstanding under the Notes, our existing ABL Credit Facility, 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 29, 2014, approximately 8% of our consolidated assets, based on book value, and 8% of our total revenues were held by foreign subsidiaries, which will not guarantee the Exchange Notes. 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 Exchange Notes, there may be a cost associated with repatriating the cash to the U.S.

The Indenture and our ABL Credit Facility 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 our ABL Credit Facility contain covenants that restrict our ability and our subsidiaries' ability to, among other things:

- 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;
- in the case of our ABL Credit Facility, bid on or perform work due to limits on the amount of performance bonds that may be secured by letters of credit; and
- consummate a merger or consolidation or sell, assign, transfer, lease or otherwise dispose of all or substantially all of our assets.

Our ABL Credit Facility 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 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 our ABL Credit Facility will also limit the ability of the Company and its subsidiaries to plan for or react to market conditions, meet capital needs or otherwise restrict their activities or business plans and adversely affect the ability to finance their operations, enter into acquisitions or to engage in other business activities that would be in their interest.

If you do not exchange your Unregistered Notes, you may have difficulty transferring them at a later time.

We will issue Exchange Notes in exchange for the Unregistered Notes after the exchange agent receives your Unregistered Notes, the letter of transmittal and all related documents. You should allow adequate time for delivery if you choose to tender your Unregistered Notes for exchange. Unregistered Notes that are not exchanged will remain subject to restrictions on transfer and will not have rights to registration.

If you do not participate in the Exchange Offer for the purpose of participating in the distribution of the Exchange Notes, you must comply with the registration and prospectus delivery requirements of

the Securities Act for any resale transaction. If any Unregistered Notes are not tendered in the exchange or are tendered but not accepted, the trading market for such notes could be negatively affected due to the limited amount of Unregistered Notes expected to remain outstanding following the completion of the Exchange Offer.

The consummation of the Exchange Offer may not occur.

We are not obligated to complete the Exchange Offer under certain circumstances. See "The Exchange Offer—Conditions." Even if the Exchange Offer is not completed, it may not be completed on the schedule described in this prospectus. Accordingly, holders participating in the Exchange Offer may have to wait longer than expected to receive their Exchange Notes. You may be required to deliver prospectuses and comply with other requirements in connection with any resale of the new notes.

Holders of the Unregistered Notes who do not tender their Unregistered Notes will have no further rights under the registration rights agreement, including registration rights and the right to receive additional interest.

Holders who do not tender their Unregistered Notes will not have any further registration rights or any right to receive additional interest under the registration rights agreement or otherwise.

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

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

We may enter into transactions that would not constitute a change of control that could affect our ability to satisfy our obligations under the Exchange Notes.

Legal uncertainty regarding what constitutes a change of control and the provisions of the Indenture may allow us to enter into transactions, such as acquisitions, refinancings or recapitalizations, that would not constitute a change of control but may increase our outstanding indebtedness or otherwise affect our ability to satisfy our obligations under the Exchange Notes. The definition of change of control includes a phrase relating to the transfer of "all or substantially all" of our assets and subsidiaries taken as a whole. Although there is a limited body of case law interpreting the phrase "substantially all," there is no precise established definition of the phrase under applicable law. Accordingly, your ability to require the issuer to repurchase Notes as a result of a transfer of less than all of our assets to another person may be uncertain.

There is no active market for the Exchange Notes and if an active trading market does not develop for these 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 quotation system. The initial purchasers have advised us that following the completion of this offering, they currently intend to make a market in the Exchange Notes, however, the initial purchasers are not obligated to do so and any market-making activities with respect to the Exchange Notes 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.

Although under the registration rights agreement we and the guarantors are required to register the resale of the Exchange Notes, such parties cannot ensure that they will be able to register the Exchange Notes successfully. Unless and until such registration of the Exchange Notes, they may not be offered or sold except in transactions that are exempt from, or not subject to, the registration requirements of the Securities Act. In addition, under the registration rights agreement such parties are permitted to suspend the use of an effective registration statement for specific periods of time for certain reasons.

Further, even if a market were to exist, the Exchange Notes could trade at prices that may be lower than the initial offering price of the Exchange Notes 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.

If you do not properly tender your Unregistered Notes, your ability to transfer such Unregistered Notes will be adversely affected.

We will only issue Exchange Notes in exchange for Unregistered Notes that are timely received by the exchange agent, together with all required documents, including a properly completed and signed letter of transmittal. Therefore, you should allow sufficient time to ensure timely delivery of the Unregistered Notes and you should carefully follow the instructions on how to tender your Unregistered Notes. Neither we nor the exchange agent are required to tell you of any defects or irregularities with respect to your tender of the Unregistered Notes. If you do not tender your Unregistered Notes or if your tender of Unregistered Notes is not accepted because you did not tender your Unregistered Notes properly, then, after consummation of the Exchange Offer, you will continue to hold Unregistered Notes that are subject to the existing transfer restrictions. After the Exchange Offer is consummated, if you continue to hold any Unregistered Notes, you may have difficulty selling them because there will be fewer Unregistered Notes remaining and the market for such Unregistered Notes, if any, will be much more limited than it is currently. In particular, the trading market for unexchanged Unregistered Notes could become more limited than the existing trading market for the Unregistered Notes and could cease to exist altogether due to the reduction in the amount of the Unregistered Notes remaining upon consummation of the Exchange Offer. A more limited trading market might adversely affect the liquidity, market price and price volatility of such untendered Unregistered Notes.

If you are a broker-dealer or participating in a distribution of the Exchange Notes, you may be required to deliver prospectuses and comply with other requirements.

If you tender your Unregistered Notes for the purpose of participating in a distribution of the Exchange Notes, you will be required to comply with the registration and prospectus delivery requirements of the Securities Act in connection with any resale of the Exchange Notes. If you are a broker-dealer that receives Exchange Notes for your own account in exchange for Unregistered Notes that you acquired as a result of market-making activities or any other trading activities, you will be required to acknowledge that you will deliver a prospectus in connection with any resale of such Exchange Notes.

Risks Related to the Collateral and Guarantees

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

The liens on our assets (other than Notes Priority Collateral) securing the Exchange Notes and the related Guarantees will be junior to the liens thereon that secure the ABL Credit Facility. The holders of obligations under the ABL Credit Facility will be entitled to receive proceeds from any realization of such collateral to repay their obligations in full before the holders of the Exchange Notes and other obligations secured by liens subordinated to the ABL Credit Facility 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 Notes after payment in full of all obligations secured by the ABL Credit Facility. The rights of the holders of the Notes with respect to the liens on our assets (other than Notes Priority Collateral) securing the Exchange Notes and the related 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 ABL Credit Facility 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 ABL Credit Facility unless a 180-day "standstill" period has expired after notice of an Event of Default under the Indenture from the Collateral Agent to the agent under the ABL Credit Facility (the "ABL Agent") and the ABL Agent is not pursuing remedies with respect to the ABL Priority Collateral. The collateral agent, on behalf of the holders of the Notes, will not during such "standstill" period have the ability to control or direct such actions, even if the rights of the holders of the Exchange Notes are adversely affected. See "Description of the Exchange Notes—Collateral—Intercreditor Agreement."

Holders of the Exchange Notes will not control decisions regarding certain collateral.

The lenders under our ABL Credit Facility will control substantially all matters related to the ABL Priority Collateral pursuant to the terms of the intercreditor agreement. The lenders of our ABL Credit Facility may cause the ABL Agent to dispose of, release, or foreclose on, or take other actions with respect to, the ABL Priority Collateral (including amendments of and waivers under the security documents) with which holders of the Exchange Notes may disagree or that may be contrary to the interests of holders of the Exchange Notes, even after a default under the Exchange Notes. To the extent any ABL Priority Collateral is released from securing the first priority lien obligations, the intercreditor agreement will provide that in certain circumstances, the second priority liens securing the Exchange Notes will also be released from such collateral. The intercreditor agreement will prohibit second priority lienholders from foreclosing on the ABL Priority Collateral for a 180-day "standstill" period (subject to extension for any period during which the ABL Agent is exercising remedies) until payment in full of the obligations under the ABL Credit Facility. We cannot assure you that in the

event of a foreclosure under the ABL Credit Facility the proceeds from the sale of any ABL Priority Collateral securing such obligations would be sufficient to satisfy all or any of the amounts outstanding under the Exchange Notes after payment in full of the obligations under the ABL Credit Facility.

The imposition of certain permitted liens will cause the assets on which such liens are imposed to be excluded from the collateral securing the Exchange Notes and the related 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 other indebtedness, such as purchase money indebtedness and capital lease obligations, and assets subject to such liens will in certain circumstances be excluded from the collateral securing the Notes and the related 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 will rank senior to the liens securing the Exchange Notes. In addition, certain categories of assets are excluded from the collateral securing the Exchange Notes and the related 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—Generally." If an event of default occurs and the Exchange Notes are accelerated, the Exchange Notes and the related 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 Exchange Notes may not be sufficient to satisfy all the obligations evidenced by or relating to the Exchange Notes secured by such collateral. As a result, holders of the Exchange Notes may not receive full payment on the Exchange Notes following an event of default.

No appraisal has been made of the collateral securing the Exchange 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 the lenders under our ABL Credit Facility) 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 collateral agent under the Indenture or the holders thereof to realize or foreclose on that collateral. Consequently, we cannot assure investors in the Exchange Notes that liquidating the collateral securing the Exchange Notes would produce proceeds in an amount sufficient to pay in full any amounts due under the Exchange Notes (and other pari passu indebtedness) after also satisfying the obligations to pay any creditors with prior claims on the collateral, including the lenders under our ABL Credit Facility with respect to the ABL Priority Collateral. If the proceeds of any sale of collateral are not sufficient to repay all amounts due on the Exchange Notes, the holders of the Exchange Notes (to the extent not repaid from the proceeds of the sale of the collateral securing the Exchange 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 holders of the Exchange Notes and the ABL Agent, the right of the lenders under the ABL Credit Facility to exercise certain remedies with respect to the ABL Priority Collateral could delay liquidation of the collateral. Bankruptcy laws and

other laws relating to foreclosure and sale also could substantially delay or prevent the ability of the collateral agent or any holder of the Notes to obtain the benefit of any collateral securing the Exchange Notes. Such delays could have a material adverse effect on the value of the collateral.

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

The collateral will in most cases be under the control of the pledgor thereof, and the sale of particular assets by the pledgor thereof could reduce the pool of assets securing the Notes and the related Guarantees secured thereby.

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

- a sale, transfer or other disposal of such collateral to a Person that is not the Company or a Guarantor in a transaction not prohibited under the Indenture;
- with respect to collateral held by a guarantor, upon the release of such guarantor from its guarantee of the Exchange Notes; and
- with respect to the ABL Priority Collateral, upon any release in connection with a foreclosure or exercise of remedies with respect to such collateral in accordance with the terms of our ABL Credit Facility. Pursuant to the terms of the intercreditor agreement, the holders of the Exchange Notes may not be able to control actions with respect to the ABL Priority Collateral, whether or not the holders of the Exchange 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 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 Exchange Notes by such subsidiary or any of its subsidiaries will be released under the Indenture but not necessarily under our ABL Credit Facility. Designation of an unrestricted subsidiary will reduce the aggregate value of the collateral securing the Exchange Notes to the extent that liens on the assets of the unrestricted subsidiary and its subsidiaries are released.

Our government contracts accounts receivable constitute a significant portion of the value of the collateral. In an event of default, it may be difficult to realize the value of our government contracts pledged to secure the Notes.

We are primarily a U.S. government contractor, and, as such, our U.S. government contracts accounts receivable represent a significant portion of the value of our assets upon which we will grant a security interest to our lenders under our ABL Credit Facility and to the collateral agent to secure the Exchange Notes. The collateral agent's ability to foreclose on the government contracts accounts receivable on behalf of the holders of the Exchange Notes may be subject to perfection, contractual

restrictions set out in the intercreditor agreement, and the consent of third parties including, without limitation, the consent of applicable agencies, bureaus and departments of the United States government. The collateral agent will not be able to exercise direct enforcement rights against the applicable U.S. government agencies with respect to the government contracts accounts receivable without following the requirements of the Assignment of Claims Act. The Assignment of Claims Act requires prior notification and approval of applicable U.S. government agencies, bureaus and departments before secured creditors may realize on their debtors' accounts receivables from the U.S. government and before the secured creditors may enforce those U.S. government contracts accounts receivables against the contracting agency, bureau or department of the U.S. government. Pursuant to the security documents we are not required to follow such procedures, notify the applicable agencies, bureaus and departments of the U.S. government and obtain the requisite consent to the assignment of our U.S. government contracts receivables. Accordingly, you cannot be assured that foreclosure on our assets will generate sufficient value to repay the Exchange Notes in full.

State law may limit the ability of the collateral agent, trustee under the Indenture or the holders of the Exchange Notes to foreclose on the real property and improvements included in the collateral.

The Exchange Notes will be secured by, among other things, liens on certain owned real property and improvements which we and/or the guarantors own. The laws of the states in which such real property is located may limit the ability of collateral agent, the trustee under the Indenture or the holders of the Notes to foreclose on the improved real-property collateral located in those states. Laws of those states govern the perfection, enforceability and foreclosure of mortgage liens against real property interests which secure debt obligations such as the Exchange Notes. These laws may impose procedural requirements for foreclosure different from and necessitating a longer time period for completion than the requirements for foreclosure of security interests in personal property. Debtors may have the right to reinstate defaulted debt (even it is has been accelerated) before the foreclosure date by paying the past due amounts and a right of redemption after foreclosure. Governing laws may also impose security first and one form of action rules which can affect the ability to foreclose or the timing of foreclosure on real and personal property collateral regardless of the location of the collateral and may limit the right to recover a deficiency following a foreclosure.

The rights of holders of the Exchange Notes to the collateral securing the Exchange 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 Exchange 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 holders of the Exchange 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 holders of the Exchange 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 Exchange 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 the Exchange Notes against third parties.

In addition, the security interest of the collateral agent for the holders of the Exchange 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 Exchange 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 subsidiaries of the Company that will secure the Exchange 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 Exchange Notes and the related Guarantees will be secured by a pledge of the stock of some of the subsidiaries of the Company. Under the SEC regulations in effect as of the date of this Prospectus, if the par value, book value as carried by the Company 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 the Notes is greater than or equal to 20% of the aggregate principal amount of the 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 such 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 Exchange 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 Exchange Notes to foreclose on the assets of a subsidiary that Guarantees the Exchange 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—Generally."

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 Exchange Notes and the Guarantees secured thereby.

It may be difficult to realize the value of the collateral pledged to secure the Notes and the Guarantees.

The security interest of the collateral agent may be subject to practical problems generally associated with the realization of security interests in the collateral. For example, the collateral agent may need to obtain the consent of a third-party or governmental agency to obtain or enforce a security interest in a license or contract or to otherwise operate our business. We cannot assure you that the collateral agent will be able to obtain any such consent. If the trustee exercises its rights to foreclose on certain assets, transferring required government approvals to, or obtaining new approvals by, a purchaser of assets may require governmental proceedings with consequent delays. In addition, any foreclosure on the assets of a subsidiary, rather than upon its capital stock as a result of the stock of such subsidiary being an "excluded asset," may result in delays and additional expense, as well as less proceeds than would otherwise have been the case.

In addition, the collateral agent for the Exchange Notes may need to evaluate the impact of potential liabilities before determining to foreclose on the collateral because entities that hold a security interest in real property may be held liable under environmental laws for the costs of remediating or preventing release or threatened releases of hazardous substances at the secured property. In this regard, the collateral agent may decline to foreclose on the collateral or exercise remedies available if it does not receive indemnification to its satisfaction from the holders. Finally, the collateral agent's ability to foreclose on the collateral on behalf of the holders of the Exchange Notes 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.

The Exchange Notes will be structurally subordinated to all liabilities of our future subsidiaries that are not guarantors of the Exchange Notes.

Not all of our future subsidiaries will guarantee the Exchange Notes. The Exchange Notes are structurally subordinated to the indebtedness and other liabilities of our future subsidiaries that do not guarantee the Exchange Notes. These future non-guarantor subsidiaries are separate and distinct legal entities and will have no obligation, contingent or otherwise, to pay any amounts due pursuant to the Exchange Notes or to make any funds available therefor, whether by dividends, loans, distributions or other payments. Any right that we or the subsidiary guarantors have to receive any assets of any of the non-guarantor subsidiaries upon the liquidation or reorganization of those subsidiaries, and the consequent rights of holders of the Exchange Notes to realize proceeds from the sale of any of those subsidiaries' assets, will be effectively subordinated to the claims of those subsidiaries' creditors, including trade creditors and holders of preferred equity interests of those subsidiaries. Accordingly, in the event of a bankruptcy, liquidation or reorganization of any of our future non-guarantor subsidiaries, absent a decision of the court, such as in the case of substantive consolidation, these future non-guarantor subsidiaries will pay all of their creditors and holders of preferred equity interests before they will be able to distribute any of their assets to us.

The amount that can be collected under the Guarantees will be limited.

Each of the Guarantees will be limited to the maximum amount that can be guaranteed by a particular guarantor without rendering the Guarantee, as it relates to that guarantor, avoidable. See "—Under certain circumstances, a court could cancel the Exchange Notes or the related Guarantees and the security interests that secure the Exchange Notes and such Guarantees under fraudulent conveyance laws." In general, the maximum amount that can be guaranteed by a particular guarantor may be significantly less than the principal amount of the Exchange Notes. This provision may not be effective to protect the Guarantees from being voided under fraudulent transfer law, or may eliminate the guarantor's obligations or reduce the guarantor's obligations to an amount that effectively makes the guarantee worthless. In a Florida bankruptcy case, this kind of provision was found to be ineffective to protect the Guarantees.

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 holders of the Exchange Notes to repossess and dispose of the collateral securing the Notes upon acceleration is likely to be significantly impaired by U.S. federal bankruptcy law if bankruptcy proceedings are commenced by or against the pledgor thereof prior to or possibly even after the collateral agent has repossessed and disposed of such collateral. Under the U.S. Bankruptcy Code, a secured creditor, such as the collateral agent for the holders of 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 such collateral agent would repossess or dispose of such 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 such collateral through the requirements of "adequate protection." Furthermore, in the event the bankruptcy court determines that the value of such 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 behalf of the holder of the Notes may be subject to the consent of third parties, prior liens and practical problems associated with the realization of the collateral agent's security interest in such 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 the pledgor of such collateral becomes subject to a U.S. bankruptcy proceeding.

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

The issuance of the Exchange Notes and the related 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 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 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 Guarantee if it finds that when such guarantor issued its Guarantee (or in some jurisdictions, when payments become due under the 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 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 Guarantee thereof or any realization on the pledge of assets securing the Exchange Notes or the 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 Guarantees or the pledges. If the court were to avoid any 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 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 Guarantee of such guarantor is not avoided as a fraudulent transfer, a court may subordinate such Guarantee to such guarantor's other debt. In that event, such Guarantee would be structurally subordinated to all of such guarantor's other debt.

The Indenture will limit the liability of each guarantor on its Guarantee of the Exchange Notes issued thereunder to the maximum amount that such guarantor can incur without risk that its Guarantee will be subject to avoidance as a fraudulent transfer. This limitation may not protect such Guarantees from fraudulent transfer challenges or, if it does, the remaining amount due and collectible under the 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, including pursuant to security documents delivered in connection therewith after the date the Exchange Notes are issued, 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 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.

Other Risks Related to Kratos

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 29, 2013 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 97.

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 to those financial statements, 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 29, 2014 and the fiscal years ending December 27, 2009, December 26, 2010, December 25, 2011, December 30, 2012 and December 29, 2013.

	(In millions, except ratio)					
	Fiscal Year Ended					Six Month Period Ended
	December 27, 2009	December 26, 2010	December 25, 2011	December 30, 2012	December 29, 2013	June 29, 2014
Ratio of Earnings to Fixed Charges	—*	1.1	0.6	—*	0.5	—*
Deficiency of Earnings Available to Cover Fixed Charges	$ (37.3)	$ —	$ (21.6)	$ (114.5)	$ (31.9)	$ $(64.7)

* No amount is presented because adjusted earnings were negative in these periods.

USE OF PROCEEDS

The Exchange Offer is intended to satisfy our obligations under the registration rights agreement. We will not receive any cash proceeds from the issuance of the Exchange Notes pursuant to the Exchange Offer. In consideration for issuing the Exchange Notes as contemplated in this prospectus, we will receive a like principal amount of the Unregistered Notes, the terms of which are identical in all material respects to the Exchange Notes, except as otherwise noted in this prospectus. We will retire and cancel all of the Unregistered Notes tendered in the Exchange Offer. Accordingly, the issuance of the Exchange Notes will not result in any change in our indebtedness or capitalization.

CAPITALIZATION

The following table sets forth our consolidated cash and cash equivalents and our consolidated capitalization as of June 29, 2014. This table should be read in conjunction with "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our consolidated financial statements, including the accompanying notes thereto, appearing elsewhere in our annual report on Form 10-K incorporated by reference in this prospectus, and "Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations" and unaudited consolidated financial statements and the notes thereto contained in our quarterly report on Form 10-Q for the three months ended June 29, 2014.

	June 29, 2014 (in millions)
Cash and cash equivalents	$ 26.9
Debt, including current and long-term:	
7.000% Senior Secured Notes due 2019, capital leases and Israel bank note	623.2
ABL Credit Facility	41.0
Other obligations	270.8
Total liabilities	935.0
Stockholders' equity:	
Preferred stock, $0.001 par value, 5,000,000 authorized—None	—
Common stock, $0.001 par value, 195,000,000 shares authorized; 56,613,024 and 57,056,892 shares issued and outstanding at December 30, 2012 and December 29, 2013, respectively	
Additional paid-in capital	862.3
Accumulated other comprehensive loss	(0.9)
Accumulated deficit	(624.3)
Total stockholders' equity	237.1
Total capitalization	$ 1,172.1

SELECTED HISTORICAL CONSOLIDATED FINANCIAL DATA

The following table sets forth our selected financial data as of the dates and for the periods indicated. The selected financial data for each of the years ended December 29, 2013, December 30, 2012 and December 25, 2011 and as of December 29, 2013 and December 30, 2012 have been derived from our audited consolidated financial statements incorporated herein by reference. The selected financial data for each of the years ended December 27, 2009 and December 26, 2010 and as of December 27, 2009, December 26, 2010 and December 25, 2011 have been derived from our audited consolidated financial statements not incorporated herein by reference. The selected financial data for the six months ended June 30, 2013 and June, 29, 2014 and as of June 29, 2014 have been derived from our unaudited consolidated financial statements incorporated herein by reference. The selected financial data as of June 30, 2013 have been derived from our unaudited consolidated financial statements not incorporated herein by reference. Our historical results are not necessarily indicative of our future results and historical results for any interim period are not necessarily indicative of our results for the entire year.

The selected consolidated financial information presented below should be read in conjunction with "Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations," "Item 8. Financial Statements and Supplementary Data" and the consolidated financial statements and the notes thereto contained in our annual report on Form 10-K, and "Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations" and unaudited consolidated financial statements and the notes thereto contained in our quarterly report on Form 10-Q for the three months ended June 29, 2014.

Amounts in millions except per share amounts

	December 27, 2009	December 26, 2010	December 25, 2011	December 30, 2012	December 29, 2013	June 30, 2013	June 29, 2014
Consolidated Statements of Operations Data:							
Revenues	$ 334.5	$ 408.5	$ 713.9	$ 969.2	$ 950.6	$ 488.5	$ 429.4
Gross profit	63.6	84.3	191.2	257.2	240.0	126.2	109.0
Operating income (loss)	(27.0)	23.1	29.5	(49.7)	31.8	20.3	8.0
Provision (benefit) for income taxes	1.0	(12.7)	1.9	(1.6)	—	2.7	3.9
Income (loss) from continuing operations	(38.3)	14.6	(23.5)	(112.9)	(31.9)	(15.5)	(64.7)
Loss from discontinued operations	(3.2)	(0.1)	(0.7)	(1.5)	(5.3)	(4.4)	(0.2)
Net income (loss)	$ (41.5)	$ 14.5	$ (24.2)	$ (114.4)	$ (37.2)	$ (19.9)	$ (64.9)
Income (loss) from continuing operations per common share							
Basic	$ (2.76)	$ 0.88	$ (0.86)	$ (2.41)	$ (0.56)	$ (0.27)	$ (1.13)
Diluted	$ (2.76)	$ 0.87	$ (0.86)	$ (2.41)	$ (0.56)	$ (0.27)	$ (1.13)
Loss from discontinued operations per common share							
Basic	$ (0.23)	$ (0.01)	$ (0.02)	$ (0.03)	$ (0.09)	$ (0.08)	$ 0.00
Diluted	$ (0.23)	$ (0.01)	$ (0.02)	$ (0.03)	$ (0.09)	$ (0.08)	$ 0.00
Net income (loss) per common share							
Basic	$ (2.99)	$ 0.87	$ (0.88)	$ (2.44)	$ (0.65)	$ (0.35)	$ (1.13)
Diluted	$ (2.99)	$ 0.86	$ (0.88)	$ (2.44)	$ (0.65)	$ (0.35)	$ (1.13)
Weighted average shares:							
Basic	13.9	16.6	27.4	46.9	56.8	56.6	57.4
Diluted	13.9	16.9	27.4	46.9	56.8	56.6	57.4

	December 27, 2009	December 26, 2010	December 25, 2011	December 30, 2012	December 29, 2013	June 30, 2013	June 29, 2014
Consolidated Balance Sheet Data:							
Cash and cash equivalents	$ 9.9	$ 10.8	$ 69.6	$ 49.0	$ 55.7	49.7	26.9
Working capital(1)	37.1	65.8	207.2	176.6	179.3	179.2	151.6
Total assets	241.6	535.7	1,216.0	1,284.0	1,216.6	1,222.3	1,172.1
Short-term debt(2)	4.7	0.6	1.6	1.5	1.3	1.4	1.2
Long-term debt(3)	51.6	226.1	631.5	630.1	628.9	629.5	663.0
Long-term debt premium	—	—	22.8	18.7	14.5	16.6	—
Total stockholders' equity	$ 124.9	$ 169.9	$ 312.6	$ 324.1	$ 295.8	308.1	237.1

(1) Working capital is equal to total current assets less total current liabilities.

(2) Short-term debt includes the current portion of long-term debt and the current portion of capital lease obligations.

(3) Long-term debt includes the Company's Senior Secured Notes, a 10-year term note with a bank in Israel, and the long-term portion of capital lease obligations for the years ended in December 2010, 2011, 2012, and 2013 and the six months ended June 30, 2013. At December 2009, long-term debt consisted of borrowings on a revolving credit facility and the long-term portion of capital lease obligations. As of June 2014, long-term debt consisted of the Company's Senior Secured Notes, a 10-year term note with a bank in Israel, and borrowing on a revolving line of credit, and the long-term portion of capital lease obligations.

THE EXCHANGE OFFER

Purpose and Effect of Exchange Offer; Registration Rights

We sold the Unregistered Notes to SunTrust Robinson Humphrey, Inc., PNC Capital Markets LLC, B. Riley & Co., LLC, KeyBanc Capital Markets Inc., Noble Financial Capital Markets and Sidoti & Company, LLC, as the initial purchasers, pursuant to a purchase agreement dated May 9, 2014. The initial purchasers resold the Unregistered Notes in reliance on Rule 144A and Regulation S under the Securities Act. In connection with the sale of the Unregistered Notes, we entered into a registration rights agreement with the initial purchasers. Under the registration rights agreement, we agreed to:

- prepare and file with the SEC a registration statement (the "Exchange Registration Statement") on an appropriate form under the Securities Act with respect to an offer (the "Exchange Offer") to the holders of Unregistered Notes to issue and deliver to such holders, in exchange for the Unregistered Notes, a like principal amount of Exchange Notes;

- use commercially reasonable efforts to cause the Exchange Registration Statement to be declared effective as promptly as practicable after the filing thereof and use commercially reasonable efforts to keep the Exchange Registration Statement effective until the consummation of the Exchange Offer in accordance with its terms; and

- commence the Exchange Offer and use commercially reasonable efforts to issue on or prior to the 365th day following the closing date, May 14, 2014, Exchange Notes in exchange for all Notes tendered prior thereto in the Exchange Offer.

If you participate in the Exchange Offer, you will, with limited exceptions, receive Exchange Notes that are freely tradable and not subject to restrictions on transfer. You should read the information in this prospectus under the heading "The Exchange Offer—Resale of Exchange Notes" for more information relating to your ability to transfer Exchange Notes.

The Exchange Offer is not being made to, nor will we accept tenders for exchange from, holders of Unregistered Notes in any jurisdiction in which the Exchange Offer or the acceptance of the Exchange Offer would not be in compliance with the securities laws or blue sky laws of such jurisdiction.

If you are eligible to participate in this Exchange Offer and you do not tender your Unregistered Notes as described in this prospectus, you will not have any further registration rights. In that case, your Unregistered Notes may continue to be subject to restrictions on transfer under the Securities Act.

Shelf Registration

In the registration rights agreement, we agreed to file a shelf registration statement in certain circumstances, including if, with respect to any holder:

- such holder is prohibited by applicable law or SEC policy from participating in the Exchange Offer, or

- such holder is a broker-dealer that acquired the Unregistered Notes directly from the Company or one of its affiliates, and are, therefore, not eligible to participate in the Exchange Offer, or

- the Exchange Notes are not freely tradeable, provided that such holder has duly notified the Company in writing within six months of the Exchange Offer as required under the registration rights agreement.

If a shelf registration statement is required, we will use our commercially reasonable efforts to:

- Provide notice to the holders of the Exchange Notes and the trustee and thereafter file the shelf registration statement with the SEC as promptly as practicable;
- cause the shelf registration statement to be declared effective by the SEC as promptly as practicable following the filing; and
- keep the initial shelf registration continuously effective under the Securities Act until the date which is two years after May 14, 2014, or such shorter period ending when (i) all Unregistered Notes covered by the initial shelf registration have been sold in the manner set forth and as contemplated in the initial shelf registration, (ii) a subsequent shelf registration covering all of the Unregistered Notes covered by and not sold under the initial shelf registration or an earlier subsequent shelf registration has been declared effective under the Securities Act or (iii) there cease to be any outstanding Unregistered Notes.

The shelf registration statement will permit only certain holders to resell their Unregistered Notes from time to time. In particular, we may require, as a condition to including a holder's Unregistered Notes in the shelf registration statement, such holder to furnish to us information regarding itself and the proposed disposition by it of its notes as we may from time to time reasonably request in writing.

We will, in the event that a shelf registration statement is filed, provide to each holder of the Unregistered Notes copies of the prospectus which is a part of the shelf registration statement, notify each such holder when the shelf registration statement has become effective and take certain other actions as are required to permit unrestricted resales of the Unregistered Notes. A holder of Unregistered Notes that sells its notes pursuant to the shelf registration statement generally (1) will be required to be named as a selling security holder in the related prospectus and to deliver a prospectus to purchasers, (2) will be subject to certain of the civil liability provisions under the Securities Act in connection with such sales and (3) will be bound by the provisions of the registration rights agreement that are applicable to such a holder (including certain indemnification rights and obligations thereunder).

Additional Interest

If (A) we have not exchanged Exchange Notes for all Unregistered Notes validly tendered in accordance with the terms of the Exchange Offer on or prior to 365th day following the issue date, (B) if applicable, the shelf registration statement has not been declared effective on or prior to 365th day following the issue date or (C) if applicable, such shelf registration statement ceases to be effective at any time prior to the second anniversary of the Issue Date (other than after such time as all the Unregistered Notes have been disposed of thereunder), then additional interest ("Additional Interest") shall accrue on the principal amount of the Unregistered Notes at a rate of 0.25% per annum for the first 90 days commencing on (x) the 366th day following the issue date, in the case of (A) or (B) above, or (y) the day such shelf registration statement ceases to be effective, in the case of (C) above, such Additional Interest rate increasing by an additional 0.25% per annum at the beginning of each subsequent 90-day period; *provided, however,* that the amount of Additional Interest accruing will not exceed 1.0% per annum; *provided further, however*, that upon the exchange of Exchange Notes for all Unregistered Notes tendered (in the case of clause (A) above), or upon the effectiveness of the shelf registration statement (in the case of clause (B) or (C) above), Additional Interest on the Unregistered Notes as a result of such clause, as the case may be, shall cease to accrue. Any amounts of Additional Interest that have accrued pursuant to this paragraph will be payable in cash on the same original interest payment dates as the Unregistered Notes. Any amounts of Additional Interest that have accrued pursuant to the clause above will be payable in cash on the same original interest payment dates as the Unregistered Notes. We, and not the Trustee, will be responsible for making all calculations with respect to Additional Interest.

The Exchange Notes will be accepted for clearance through DTC. This summary of certain provisions of the registration rights agreement does not purport to be complete and is subject to, and is qualified in its entirety by reference to, the complete provisions of the registration rights agreement. A copy of the registration rights agreement is an exhibit to the registration statement that includes this prospectus.

Terms of the Exchange Offer

Upon the terms and subject to the conditions set forth in this prospectus and in the accompanying letter of transmittal, we are offering to exchange $1,000 principal amount of Exchange Notes for each $1,000 principal amount of Unregistered Notes. You may tender some or all of your Unregistered Notes only in minimum denominations of $2,000 and larger integral multiples of $1,000. As of the date of this prospectus, $625 million aggregate principal amount of the Unregistered Notes is outstanding.

The terms of the Exchange Notes to be issued are substantially similar to the Unregistered Notes, except that the offering of the Exchange Notes will have been registered under the Securities Act and, therefore, the certificates for the Exchange Notes will not bear legends restricting their transfer. In addition, the Exchange Notes will not have registration rights and will not have rights to additional interest. The Exchange Notes will be issued under and be entitled to the benefits of the indenture pursuant to which the Unregistered Notes were issued.

In connection with the issuance of the Unregistered Notes, we arranged for the Unregistered Notes to be issued and transferable in book-entry form through the facilities of DTC. The Exchange Notes will also be issuable and transferable in book-entry form through DTC.

There will be no fixed record date for determining the eligible holders of the Unregistered Notes that are entitled to participate in the Exchange Offer. We will be deemed to have accepted for exchange validly tendered Unregistered Notes when and if we have given oral (promptly confirmed in writing) or written notice of acceptance to the exchange agent. The exchange agent will act as agent for the tendering holders of Unregistered Notes for the purpose of receiving Exchange Notes from us and delivering them to such holders.

If any tendered Unregistered Notes are not accepted for exchange because of an invalid tender or the occurrence of certain other events described herein, certificates for any such unaccepted Unregistered Notes will be returned, without expenses, to the tendering holder thereof as promptly as practicable after the expiration of the Exchange Offer.

Holders of Unregistered Notes who tender in the Exchange Offer will not be required to pay brokerage commissions or fees or, subject to the instructions in the letter of transmittal, transfer taxes with respect to the exchange of Unregistered Notes for Exchange Notes pursuant to the Exchange Offer. We will pay all charges and expenses, other than certain applicable taxes, in connection with the Exchange Offer. It is important that you read the section "Fees and Expenses" below for more details regarding fees and expenses incurred in the Exchange Offer.

Any Unregistered Notes which holders do not tender or which we do not accept in the Exchange Offer will remain outstanding and continue to accrue interest and may be subject to restrictions on transfer under the Securities Act. We will not have any obligation to register the offer or sale of such Unregistered Notes under the Securities Act. Holders wishing to transfer Unregistered Notes would have to rely on exemptions from the registration requirements of the Securities Act.

Conditions of the Exchange Offer

You must tender your Unregistered Notes in accordance with the requirements of this prospectus and the letter of transmittal in order to participate in the Exchange Offer. Notwithstanding any other

provision of the Exchange Offer, or any extension of the Exchange Offer, we will not be required to accept for exchange any Unregistered Notes, and may amend or terminate the Exchange Offer if:

- the Exchange Offer, or the making of any exchange by a holder of Unregistered Notes, violates applicable law or any applicable interpretation of the staff of the SEC;
- any action or proceeding shall have been instituted or threatened with respect to the Exchange Offer which, in our reasonable judgment, would impair our ability to proceed with the Exchange Offer; and
- any law, rule or regulation or applicable interpretations of the staff of the SEC have been issued or promulgated, which, in our good faith determination, does not permit us to effect the Exchange Offer.

Expiration Date; Extensions; Amendment; Termination

The Exchange Offer will expire 5:00 p.m., New York City time, on , , unless we, in our sole discretion, extend it. In the case of any extension, we will notify the exchange agent orally (promptly confirmed in writing) or in writing of any extension. We will also notify the registered holders of Unregistered Notes of the extension no later than 9:00 a.m., New York City time, on the business day after the previously scheduled expiration of the Exchange Offer.

To the extent we are legally permitted to do so, we expressly reserve the right, in our sole discretion, to:

- delay accepting any unregistered senior secured note;
- waive any condition of the Exchange Offer; and
- amend the terms of the Exchange Offer in any manner.

We will give oral or written notice of any non-acceptance or amendment to the registered holders of the Unregistered Notes as promptly as practicable. If we consider an amendment to the Exchange Offer to be material, we will promptly inform the registered holders of Unregistered Notes of such amendment in a reasonable manner.

If we determine, in our sole discretion, that any of the events or conditions described in "—Conditions of the Exchange Offer" has occurred, we may terminate the Exchange Offer. We may:

- refuse to accept any Unregistered Notes and return to the holders any Unregistered Notes that have been tendered;
- extend the Exchange Offer and retain all Unregistered Notes tendered prior to the expiration of the Exchange Offer, subject to the rights of the holders to withdraw their tendered Unregistered Notes; or
- waive the condition with respect to the Exchange Offer and accept all properly tendered Unregistered Notes that have not been withdrawn.

If any such waiver constitutes a material change in the Exchange Offer, we will disclose the change by means of a supplement to this prospectus that will be distributed to each registered holder of Unregistered Notes, and we will extend the Exchange Offer for a period of five to ten business days, depending upon the significance of the waiver and the manner of disclosure to the registered holders of the Unregistered Notes, if the Exchange Offer would otherwise expire during that period.

Any determination by us concerning the events described above will be final and binding upon the parties. Without limiting the manner by which we may choose to make public announcements of any extension, delay in acceptance, amendment or termination of the Exchange Offer, we will have no

obligation to publish, advertise, or otherwise communicate any public announcement, other than by making a timely release to a financial news service.

Interest on the Exchange Notes

The Unregistered Notes accrue interest from and including May 14, 2014. The first interest payment on the Exchange Notes will be made on November 15, 2014. We will pay interest on the Exchange Notes semi-annually on May 15 and November 15 of each year. Holders of Unregistered Notes that are accepted for exchange will be deemed to have waived the right to receive any payment in respect of interest accrued from the date of the last interest payment date that was made in respect of the Unregistered Notes until the date of the issuance of the Exchange Notes. Consequently, holders of Exchange Notes will receive the same interest payments that they would have received had they not accepted the Exchange Offer.

Resale of Exchange Notes

Based upon existing interpretations of the staff of the SEC set forth in several no-action letters issued to third parties unrelated to us, we believe that the Exchange Notes issued pursuant to the Exchange Offer for the Unregistered Notes may be offered for resale, resold and otherwise transferred by you without complying with the registration and prospectus delivery provisions of the Securities Act, provided that:

- any Exchange Notes to be received by you will be acquired in the ordinary course of your business;
- you are not engaged in, do not intend to engage in and have no arrangement or understanding with any person to engage in, the distribution of the Unregistered Notes or Exchange Notes;
- you are not an "affiliate" (as defined in Rule 405 under the Securities Act) of ours or, if you are such an affiliate, you will comply with the registration and prospectus delivery requirements of the Securities Act to the extent applicable;
- if you are a broker-dealer, you have not entered into any arrangement or understanding with us or any of our "affiliates" to distribute the Exchange Notes;
- if you are a broker dealer, and you will receive Exchange Notes for your own account in exchange for Unregistered Notes that were acquired as a result of market-making activities or other trading activities, you will deliver a prospectus meeting the requirements of the Securities Act (for which purposes, the delivery of the prospectus, as the same may be hereafter supplemented or amended, shall be sufficient) in connection with any resale of Exchange Notes received in the Exchange Offer; and
- you are not acting on behalf of any person or entity that could not truthfully make these representations.

If you wish to participate in the Exchange Offer, you will be required to make these representations to us in the letter of transmittal. If our belief is inaccurate and you transfer any exchange note without delivering a prospectus meeting the requirements of the Securities Act or without an exemption from registration under the Securities Act, you may incur liability under the Securities Act. We do not assume or indemnify you against such liability.

In addition, if you are a broker-dealer and you will receive Exchange Notes for your own account in exchange for Unregistered Notes that were acquired as a result of market-making activities or other trading activities, you will be required to acknowledge that you will deliver a prospectus in connection with any resale of the Exchange Notes. The letter of transmittal states that by so acknowledging and by delivering a prospectus, you will not be deemed to admit that you are an "underwriter" within the

meaning of the Securities Act. The prospectus, as it may be amended or supplemented from time to time, may be used by any broker-dealers in connection with resales of Exchange Notes received in exchange for Unregistered Notes. We have agreed to use commercially reasonable efforts to have the registration statement, of which this prospectus forms a part, remain effective for a period ending on the earlier of (i) 180 days from the date on which this registration statement is declared effective and (ii) the date on which a broker-dealer is no longer required to deliver a prospectus in connection with market-making or other trading activities.

Upon consummation of the Exchange Offer, the Exchange Notes will have different CUSIP and ISIN numbers from the Unregistered Notes.

Procedures for Tendering

To tender your Unregistered Notes in the exchange offer, you must comply with either of the following:

- complete, sign and date the letter of transmittal, or a facsimile of the letter of transmittal, have the signature(s) on the letter of transmittal guaranteed if required by the letter of transmittal and mail or deliver such letter of transmittal or facsimile thereof to the exchange agent at the address set forth below under "—Exchange Agent" prior to the expiration date; or

- comply with DTC's Automated Tender Offer Program procedures described below.

In addition, either:

- the exchange agent must receive certificates for Unregistered Notes along with the letter of transmittal prior to the expiration date;

- the exchange agent must receive a timely confirmation of book-entry transfer of Unregistered Notes into the exchange agent's account at DTC according to the procedures for book-entry transfer described below or a properly transmitted agent's message prior to the expiration date; or

- you must comply with the guaranteed delivery procedures described below.

Your tender, if not withdrawn prior to the expiration date, constitutes an agreement between us and you upon the terms and subject to the conditions described in this prospectus and in the letter of transmittal.

The method of delivery of Unregistered Notes, letters of transmittal and all other required documents to the exchange agent is at your election and risk. We recommend that instead of delivery by mail, you use an overnight or hand delivery service, properly insured. In all cases, you should allow sufficient time to assure timely delivery to the exchange agent before the expiration date. You should not send letters of transmittal or certificates representing Unregistered Notes to us. You may request that your broker, dealer, commercial bank, trust company or nominee effect the above transactions for you.

If you are a beneficial owner whose Unregistered Notes are registered in the name of a broker, dealer, commercial bank, trust company or other nominee and you wish to tender your Unregistered Notes, you should promptly contact the registered holder and instruct the registered holder to tender on your behalf. If you wish to tender the Unregistered Notes yourself, you must, prior to completing and executing the letter of transmittal and delivering your Unregistered Notes, either:

- make appropriate arrangements to register ownership of the Unregistered Notes in your name; or

- obtain a properly completed bond power from the registered holder of Unregistered Notes.

The transfer of registered ownership may take considerable time and may not be able to be completed prior to the expiration date.

Signatures on the 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 Financial Industry Regulating Authority, 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 17A(d)-15 under the Exchange Act unless the Unregistered Notes surrendered for exchange are tendered:

- by a registered holder of the Unregistered Notes who has not completed the box entitled "Special Registration Instructions" or "Special Delivery Instructions" on the letter of transmittal; or

- for the account of an eligible guarantor institution.

If the letter of transmittal is signed by a person other than the registered holder of any Unregistered Notes listed on the Unregistered Notes, such Unregistered Notes must be endorsed or accompanied by a properly completed bond power. The bond power must be signed by the registered holder as the registered holder's name appears on the Unregistered Notes, and an eligible guarantor institution must guarantee the signature on the bond power.

If the letter of transmittal, any certificates representing Unregistered Notes or bond powers are signed by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity, those persons should also indicate when signing and, unless waived by us, they should also submit evidence satisfactory to us of their authority to so act.

The exchange agent and DTC have confirmed that any financial institution that is a participant in DTC's system may use DTC's Automated Tender Offer Program to tender Unregistered Notes. Participants in the program 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 by causing DTC to transfer the Unregistered Notes to the exchange agent in accordance with DTC's Automated Tender Offer Program procedures for transfer. DTC will then send 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 a participant in its Automated Tender Offer Program that is tendering Unregistered Notes that are the subject of the book-entry confirmation;

- the participant has received and agrees to be bound by the terms of the letter of transmittal, or in the case of an agent's message relating to guaranteed delivery, that such participant has received and agrees to be bound by the notice of guaranteed delivery; and

- we may enforce that agreement against such participant.

DTC is referred to herein as a "book-entry transfer facility."

Guaranteed Delivery Procedures

If you wish to tender your Unregistered Notes but your Unregistered Notes are not immediately available or you cannot deliver your Unregistered Notes, the letter of transmittal or any other required documents to the exchange agent or comply with the procedures under DTC's Automatic Tender Offer Program in the case of Unregistered Notes, prior to the expiration date, you may still tender if:

- the tender is made through an eligible guarantor institution;

- prior to the expiration date, the exchange agent receives from such eligible guarantor institution either a properly completed and duly executed notice of guaranteed delivery, by facsimile transmission, mail, or hand delivery or a properly transmitted agent's message and notice of guaranteed delivery, that (1) sets forth your name and address, the certificate number(s) of such Unregistered Notes and the principal amount of Unregistered Notes tendered; (2) states that the tender is being made thereby; and (3) guarantees that, within three New York Stock Exchange trading days after the expiration date, the letter of transmittal, or facsimile thereof, together with the Unregistered Notes or a book-entry confirmation, and any other documents required by the letter of transmittal, will be deposited by the eligible guarantor institution with the exchange agent; and

- the exchange agent receives the properly completed and executed letter of transmittal or facsimile thereof, as well as certificate(s) representing all tendered Unregistered Notes in proper form for transfer or a book-entry confirmation of transfer of the Unregistered Notes into the exchange agent's account at DTC and all other documents required by the letter of transmittal within three New York Stock Exchange trading days after the expiration date.

Upon request, the exchange agent will send to you a notice of guaranteed delivery if you wish to tender your Unregistered Notes according to the guaranteed delivery procedures.

Determinations Under the Exchange Offer

We will determine, in our sole discretion, all questions as to the validity, form, eligibility, time of receipt, acceptance of tendered Unregistered Notes and withdrawal of tendered Unregistered Notes. Our determination will be final and binding. We reserve the absolute right to reject any Unregistered Notes not properly tendered or any Unregistered Notes our acceptance of which would, in the opinion of our counsel, be unlawful. We also reserve the right to waive any defect, irregularities or conditions of tender as to particular Unregistered 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, all defects or irregularities in connection with tenders of Unregistered Notes must be cured within such time as we shall determine. Although we intend to notify holders of defects or irregularities with respect to tenders of Unregistered Notes, neither we, the exchange agent nor any other person will incur any liability for failure to give such notification. Tenders of Unregistered Notes will not be deemed made until such defects or irregularities have been cured or waived. Any Unregistered 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 to the tendering holder, unless otherwise provided in the letter of transmittal, promptly following the expiration or termination of the Exchange Offer.

When We Will Issue Exchange Notes

We will issue the Exchange Notes when or promptly after the Exchange Offer expires. In all cases, we will issue Exchange Notes for Unregistered Notes that we have accepted for exchange under the Exchange Offer only after the exchange agent timely receives:

- a book-entry confirmation of such Unregistered Notes into the exchange agent's account at DTC; and

- a properly transmitted agent's message.

Return of Unregistered Notes Not Accepted or Exchanged

If we do not accept any tendered Unregistered Notes for exchange or if Unregistered Notes are submitted for a greater principal amount than the holder desires to exchange, the unaccepted or

non-exchanged Unregistered Notes will be returned without expense to their tendering holder. Such non-exchanged Unregistered Notes will be credited to an account maintained with DTC. These actions will occur promptly after the expiration or termination of the Exchange Offer.

Your Representations to Us

By agreeing to be bound by the letter of transmittal, you will represent to us that, among other things:

- any Exchange Notes that you receive will be acquired in the ordinary course of your business;
- you have no arrangement or understanding with any person or entity to participate in the distribution of the Exchange Notes;
- you are not our "affiliate," as defined in Rule 405 of the Securities Act; and
- if you are a broker-dealer that will receive Exchange Notes for your own account in exchange for Unregistered Notes, you acquired those notes as a result of market-making activities or other trading activities and you will deliver a prospectus (or, to the extent permitted by law, make available a prospectus) in connection with any resale of such Exchange Notes.

If you are a beneficial owner whose old notes are registered in the name of a broker, dealer, commercial bank, trust company or other nominee and you wish to tender your old notes, you should promptly contact the registered holder and instruct the registered holder to tender on your behalf. If you wish to tender the old notes yourself, you must, prior to completing and executing the letter of transmittal and delivering your old notes, either:

- make appropriate arrangements to register ownership of the old notes in your name; or
- obtain a properly completed bond power from the registered holder of old notes.

The transfer of registered ownership may take considerable time and may not be able to be completed prior to the expiration date.

Book-Entry Transfer

We understand that the exchange agent will make a request promptly after the date of this document to establish an account with respect to the Unregistered Notes at DTC for the purpose of facilitating the Exchange Offer. Any financial institution that is a participant in DTC's system may make book-entry delivery of Unregistered Notes by causing DTC to transfer such Unregistered Notes into the exchange agent's DTC account in accordance with DTC's Automated Tender Offer Program procedures for such transfer. The exchange for tendered Unregistered Notes will only be made after a timely confirmation of a book-entry transfer of the Unregistered Notes into the exchange agent's account at DTC, and timely receipt by the exchange agent of an agent's message.

The term "agent's message" means a message, transmitted by DTC and received by the exchange agent and forming part of the confirmation of a book-entry transfer, which states that DTC has received an express acknowledgment from a participant tendering Unregistered Notes and that such participant has received an appropriate letter of transmittal and agrees to be bound by the terms of the letter of transmittal, and we may enforce such agreement against the participant. Delivery of an agent's message will also constitute an acknowledgment from the tendering DTC participant that the representations contained in the appropriate letter of transmittal and described above are true and correct.

Withdrawal of Tenders

Except as otherwise provided in this prospectus, you may withdraw your tender at any time prior to 5:00 p.m., New York City time, on the expiration date. For a withdrawal to be effective, you must comply with the appropriate procedures of DTC's ATOP system. Any notice of withdrawal must specify the name and number of the account at DTC to be credited with withdrawn Unregistered Notes and otherwise comply with the procedures of DTC.

We will determine all questions as to the validity, form, eligibility and time of receipt of notice of withdrawal. Our determination shall be final and binding on all parties. We will deem any Unregistered Notes so withdrawn not to have been validly tendered for exchange for purposes of the Exchange Offer.

Any Unregistered Notes that have been tendered for exchange but are not exchanged for any reason will be credited to an account maintained with DTC for the Unregistered Notes. This crediting will take place promptly after the expiration or termination of the Exchange Offer.

Consequences of Failure to Exchange

If you do not tender your Unregistered Notes to be exchanged in this Exchange Offer, they will remain "restricted securities" within the meaning of Rule 144(a)(3) of the Securities Act.

Accordingly, they:

- may be resold only if (1) registered pursuant to the Securities Act, (2) an exemption from registration is available or (3) neither registration nor an exemption is required by law; and
- shall continue to bear a legend restricting transfer in the absence of registration or an exemption therefrom.

As a result of the restrictions on transfer of the Unregistered Notes, as well as the availability of the Exchange Notes, the Unregistered Notes are likely to be much less liquid than before the Exchange Offer.

Exchange Agent

Wilmington Trust, National Association has been appointed as the exchange agent for the exchange of the Unregistered Notes. Questions and requests for assistance relating to the exchange of the Unregistered Notes should be directed to the exchange agent addressed as follows:

By Regular Mail, Overnight Mail or Courier:

Wilmington Trust, National Association
Rodney Square North
1100 North Market Street
Wilmington, DE 19890-1615
Attention: Workflow Management, 5th Floor

By Facsimile (for Eligible Institutions Only):

Facsimile No: (302) 636-4139

For Information or Confirmation:

DTC Desk (DTC2@WilmingtonTrust.com)

Fees and Expenses

We will bear the expenses of soliciting tenders pursuant to the Exchange Offer. The principal solicitation for tenders pursuant to the Exchange Offer is being made by mail. Additional solicitations may be made by our officers and regular employees and our affiliates in person or by telephone.

We will not make any payments to brokers, dealers or other persons soliciting acceptances of the Exchange Offer. We, however, will pay the exchange agent reasonable and customary fees for its services and will reimburse the exchange agent for its related reasonable out-of-pocket expenses and accounting and legal fees. 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 Unregistered Notes and in handling or forwarding tenders for exchange.

We will pay all transfer taxes, if any, applicable to the exchange of Unregistered Notes pursuant to the Exchange Offer. The tendering holder, however, will be required to pay any transfer taxes, whether imposed on the registered holder or any other person, if:

- certificates representing Exchange Notes or Unregistered Notes for principal amounts not tendered or accepted for exchange are to be delivered to, or are to be registered or issued in the name of, any person other than the registered holder of the Exchange Notes tendered;
- tendered notes are registered in the name of any person other than the person signing the letter of transmittal; or
- a transfer tax is imposed for any reason other than the exchange of Unregistered Notes under the Exchange Offer.

If satisfactory evidence of payment of such taxes or exemption therefrom is not submitted with the letter of transmittal, the amount of such transfer taxes will be billed directly to such tendering holder.

Accounting Treatment

We will record the Exchange Notes in our accounting records at the same carrying value as the Unregistered Notes, which is the aggregate principal amount as reflected in our accounting records on the date of exchange. Accordingly, we will not recognize any gain or loss for accounting purposes upon the consummation of the Exchange Offer. The Exchange Offer costs will be amortized as part of deferred financing costs over the life of the Exchange Notes.

DESCRIPTION OF THE EXCHANGE NOTES

You can find the definitions of certain terms used in this description under the subheading "—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 14, 2014, among the Company, the guarantors party thereto and Wilmington Trust, National Association, as trustee (in such capacity, the "Trustee") and collateral agent (in such capacity, the "Collateral Agent") (as amended or supplemented to the date hereof, the "indenture" or "Indenture") pursuant to which the Company previously issued the Unregistered Notes on May 14, 2014. 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 Unregistered Notes and the Exchange Notes. The Unregistered Notes, the Exchange 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

Unregistered Notes for resale may result in the Company paying Additional Interest (as defined below).

The Trustee acts as paying agent and registrar for the Exchange Notes. You may present Unregistered Notes for registration of transfer and exchange at the offices of the registrar, which is the Trustee's corporate office. No service charge will be made for any registration of transfer or exchange or redemption of the Unregistered Notes, but we may require payment in certain circumstances of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection therewith. The Company may change any paying agent and registrar without notice to Holders. The Company will pay principal (and premium, if any) on the Exchange Notes at the Trustee's corporate office. At the Company's option, it may pay interest and Additional Interest, if any, through the paying agent at the Trustee's corporate trust office or by check mailed to the registered address of each Holder

The summary herein of certain provisions of the indenture does not purport to be complete and is subject to, and is qualified in its entirety by reference to, all the provisions of the indenture, including definitions therein of certain terms. Certain terms used in this summary are defined under the subheading "—Definitions."

Brief Description of the Exchange Notes and the Guarantees

The Exchange Notes will:

- be senior secured obligations of the Company;
- rank equally in right of payment with all other senior obligations of the Company, including all borrowings under the Credit Agreement, and senior in right of payment to all Indebtedness that by its terms is subordinated to the Exchange Notes;
- be secured by a Lien on the Notes Priority Collateral of the Company that is senior to the Lien thereon that secures the Credit Agreement, subject to Permitted Liens;
- be secured by a Lien on the Credit Facility Priority Collateral of the Company that is junior to the Lien thereon that secures the Credit Agreement, subject to Permitted Liens;
- be 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;
- be registered under the Securities Act;
- not be entitled to the registration rights that apply to the Unregistered Notes;
- not contain provisions relating to an increase in any interest rate in connection with the Unregistered Notes under circumstances related to the Exchange Offer; and
- be 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 Exchange Notes will initially be guaranteed by all of our existing and future direct and indirect Domestic Restricted Subsidiaries (other than Discontinued Subsidiaries). Each Guarantee (as defined under "—Guarantees" below) of a Guarantor (as defined under "—Definitions") below will be:

- a senior secured obligation of such Guarantor;

- rank 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 senior in right of payment to all Indebtedness that by its terms is subordinated to the Guarantee of such Guarantor;

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

- be secured by a Lien on the Credit Facility Priority Collateral of the Guarantor that is junior to the Lien thereon that secures the Credit Agreement, subject to Permitted Liens; and

- be 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 the Exchange Notes in fully registered form in minimum denominations of $2,000 and integral multiples of $1,000 in excess of $2,000. The Exchange Notes are unlimited in aggregate principal amount, of which $625.0 million in aggregate principal amount will be issued in the offering contemplated hereby. The Company may issue additional 7.000% Senior Secured Notes due 2019 (referred to in this section as "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" and "—Limitation on Liens." The Exchange Notes and any Additional Notes will be substantially identical other than the issuance dates and the dates from which interest will accrue. Unless the context otherwise requires, for all purposes of the Indenture and this "Description of the Exchange Notes," references to the Exchange Notes include any Additional Notes actually issued. Any Unregistered Notes that remain outstanding after the completion of the Exchange Offer, together with the Exchange Notes issued in connection with the Exchange Offer, will be treated as a single class of securities under the Indenture. Any Additional Notes issued after the offering contemplated hereby will be secured, equally and ratably with the Notes. As a result, the issuance of Additional Notes will have the effect of diluting the security interest of the Collateral for the then Unregistered Notes. Any Additional Notes may not be fungible with the Notes for federal income tax purposes, they may have a different CUSIP number or numbers and be represented by a different global Note or Notes. The Notes and any Additional Notes would be treated as a single class for all purposes under the Indenture, including, without limitation, waivers, amendments, redemptions and offers to purchase.

The Exchange Notes will mature on May 15, 2019.

Interest on the Exchange Notes will accrue at the rate of 7.000% per annum and will be due and payable semiannually in cash on each of May 15 and November 15, commencing on November 15, 2014, to the Persons who are registered Holders at the close of business on each of May 1 and November 1 immediately preceding the applicable interest payment date. Interest on the Exchange Notes will accrue from the most recent date to which interest has been paid or, if no interest has been paid, from and including May 14, 2014. The Company will pay interest on overdue principal of and premium, if any, on the Exchange 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 will be computed on the basis of a 360-day year comprised of twelve 30-day months.

Collateral

Generally

The Exchange Notes and the Guarantees will be 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 be 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) (A) any asset or property right of any nature if the grant of a security interest therein to the Collateral Agent shall constitute or result in the abandonment, invalidation or unenforceability of such asset or property right or the loss of use of such asset or property right and (B) any lease, license, contract or agreement if the grant of security interest therein to the Collateral Agent shall constitute or result in 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 (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 Uniform Commercial Code (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;

(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; and

(11) real property owned in fee by the Company and Guarantors with a fair market value (as reasonably determined by the Company) of less than $3.0 million;

provided that notwithstanding anything to the contrary above, no asset described in clause (1) through (11) 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, (ix) business interruption insurance policies and payments thereunder, and (x) 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 (*provided* that, for the avoidance of doubt, this clause (iii) does not extend to the foregoing items that constitute inventory of 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 contemplated hereby. 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 Exchange 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 prior 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" of its interest in the collateral. 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 or replacement 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 Exchange 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 following the commencement of the bankruptcy case 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, Permitted Liens and practical problems associated with the realization of the Collateral Agent's Lien on the Collateral.

Certain liens and security interests in the Collateral may not be in place on the Issue Date or may not be perfected on the Issue Date. For example, some of the instruments and other documents, such as Mortgages and account control agreements relating to certain assets of the Company and the Guarantors, required to perfect a security interest may not be delivered and/or, if applicable, recorded

on or prior to such date. To the extent any such lien or security interest cannot be perfected by such date, the Company and the applicable Guarantors will use their commercially reasonable efforts to perform all acts and things that may be required, including obtaining any required consents from third parties, to have all liens and security interests in the Collateral duly created and enforceable and perfected, to the extent required by the Collateral Agreements, within 90 days following the Issue Date or such later time as consented to by the administrative agent for the ABL Credit Facility. See "Risk Factors"—The rights of holders of Exchange Notes to the collateral securing the Exchange 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."

Intercreditor Agreement

The Collateral Agent, on behalf of itself, the Trustee, the Holders and the holders of any future Permitted Additional Pari Passu Obligations, and the Administrative Agent, on behalf of itself and the Credit Facility Claim Holders, have entered into the Intercreditor Agreement. By their acceptance of the Exchange Notes, the Holders will be deemed to have authorized the Collateral Agent to enter 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, the Holders or holders of any Permitted Additional Pari Passu Obligations 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 Uniform Commercial Code or any other applicable law or the Permitted Additional Pari Passu 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 Pari Passu 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, any Holders or holders of any Permitted Additional Pari Passu Obligations or any agent or trustee therefor securing any Pari Passu 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, the Holders or holders of any Permitted Additional Pari Passu Obligations on the Notes Priority Collateral and notwithstanding any provision of the Uniform Commercial Code 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 Pari Passu 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, any Holders or holders of any Permitted Additional Pari Passu Obligations or any agent or trustee therefor securing any Pari Passu 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 Pari Passu 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 Pari Passu Obligations.

Prohibition on Contesting Liens. The Collateral Agent, on behalf of itself, the Trustee and each Holder and any holder of any future Permitted Additional Pari Passu Obligations, 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 or holders of future Permitted Additional Pari Passu Obligations 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, any Holder and holder of any future Permitted Additional Pari Passu Obligations to enforce the Intercreditor Agreement, including the priority of the Liens securing the Pari Passu Obligations.

New Liens. The Administrative Agent, on behalf of itself and each Credit Facility Claim Holder, agrees that, so long as the Discharge of Pari Passu 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, the Holders and holders of any Permitted Additional Pari Passu Obligations, 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, the Holders and holders of any Permitted Additional Pari Passu Obligations, agrees that any amounts received by or distributed to any of the Credit Facility Claim Holders, the Holders or holders of any Permitted Additional Pari Passu Obligations 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, the Holders and holders of any Permitted Additional Pari Passu Obligations 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 Pari Passu 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 will 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 Pari Passu 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 Pari Passu 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, the Holders and holders of any Permitted Additional Pari Passu Obligations imposed by the Intercreditor Agreement, (iii) the Collateral Agent may file any pleadings, objections, motions or agreements which assert rights or interests available to unsecured creditors of the Company or any Guarantor arising under any insolvency or liquidations proceeding or applicable non-bankruptcy law, in each case not inconsistent with the terms of the Intercreditor Agreement or applicable law, (iv) the Collateral Agent may file any necessary or appropriate responsive or defensive pleadings in opposition to any motion, claim, adversary proceeding, or other pleadings made by any person objecting to or otherwise seeking the disallowance or subordination of its claims or the claims of the Holders, or the avoidance of its Liens, (v) the Collateral Agent may vote on any plan of reorganization or similar dispositive restructuring plan in accordance with the terms of the Intercreditor Agreement and (vi) 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 or any Permitted Additional Pari Passu 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.

The Collateral Agent, on behalf of itself, the Trustee, the Holders and holders of any Permitted Additional Pari Passu Obligations, agrees that it will not knowingly take or receive, directly or indirectly, in cash or other property or by setoff, counterclaim or in any other manner (whether pursuant to any enforcement, collection, execution, levy or foreclosure proceeding or otherwise), any Credit Facility Priority Collateral that secure any Pari Passu Obligations or any proceeds of such Credit Facility Priority Collateral, in each case (i) in connection with the exercise of any right or remedy (including set-off) with respect to any such Credit Facility Priority Collateral (or in respect of any such Credit Facility Priority Collateral in the event of the occurrence of an insolvency or liquidation proceeding with respect to a Guarantor), or (ii) in the event that the Company or any other Guarantor is liquidating Credit Facility Priority Collateral, at the request of the Administrative Agent, not in the ordinary course of business and the Collateral Agent or the Trustee, the Holders and holders of any Permitted Additional Pari Passu Obligations receive the proceeds thereof (other than proceeds received from the Company as payment of regularly scheduled interest on the Exchange Notes); unless and until the Discharge of Credit Facility Claims has occurred. Without limiting the generality of the foregoing, unless and until the Discharge of Credit Facility Claims has occurred, except as expressly provided in the proviso to the first sentence of the preceding paragraph, the sole right of the Collateral Agent, the Trustee, the Holders and holders of any Permitted Additional Pari Passu Obligations with respect to such Credit Facility Priority Collateral is to hold a Lien on such Credit Facility Priority Collateral pursuant to the Indenture Documents for the period and to the extent granted therein and to receive a share of the proceeds thereof, if any, after the Discharge of Credit Facility Claims has occurred.

Exercise of Remedies in Respect of Notes Priority Collateral. So long as the Discharge of Pari Passu 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 or holders of any Permitted Additional Pari Passu Obligations 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, the Holders and holders of any Permitted Additional Pari Passu Obligations will 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, the Holders or holders of any Permitted Additional Pari Passu Obligations 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, (iii) the Collateral Agent may file any pleadings, objections, motions or agreements which assert rights or interests available to unsecured creditors of the Company or any Guarantor arising under any insolvency or liquidations proceeding or applicable non-bankruptcy law, in each case not inconsistent with the terms of the Intercreditor Agreement or applicable law, (iv) the Collateral Agent may file any necessary or appropriate responsive or defensive pleadings in opposition to any motion, claim, adversary proceeding, or other pleadings made by any person objecting to or otherwise seeking the disallowance or subordination of its claims or the claims of the Holders, or the avoidance of its Liens, (v) the Collateral Agent may vote on any plan of reorganization or similar dispositive restructuring plan in accordance with the terms of the Intercreditor Agreement and (vi) 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 be 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, the Holders or holders of any Permitted Additional Pari Passu Obligations 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.

Notwithstanding anything herein to the contrary, in the event that proceeds of Common Collateral are received from (or are otherwise attributable to the value of) a sale or other disposition of Common Collateral that involves a combination of Credit Facility Priority Collateral and Notes Priority Collateral, the portion of such proceeds that shall be allocated as proceeds of Credit Facility Priority

Collateral for purposes of the Intercreditor Agreement shall be an amount equal to the book value of such Credit Facility Priority Collateral, without regard to any adjustments or write-offs (except in the case of accounts which amount shall be equal to the face amount of such accounts). In addition, notwithstanding anything herein to the contrary, to the extent proceeds of Collateral are proceeds received from (or are otherwise attributable to the value of) the sale or disposition of all or substantially all of the Capital Stock of any Subsidiary owned by the Company or another Guarantor or all or substantially all of the assets of any such Subsidiary, such proceeds shall constitute (a) first, in an amount equal to the face amount of the accounts and the book value of all other Credit Facility Priority Collateral, without regard to any adjustments or write-offs, owned by such Subsidiary at the time of such sale or disposition, Credit Facility Priority Collateral and (b) second, to the extent in excess of the amounts described in the preceding clause (a), Notes Priority Collateral.

Collateral Access and Other Rights in favor of the Administrative Agent. The Administrative Agent and its officers, employees and agents shall have, at no cost, 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 its successors and assigns, including any 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, the Holders and holders of any Permitted Additional Pari Passu Obligations 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 any such successors and assigns, including any such foreclosure purchaser will: (i) provide reasonable cooperation to the Administrative Agent and its officers, employees and agents, in connection with the use, 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 any such successors and assigns, including any 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.

Notwithstanding any priority of a lien granted to the Collateral Agent, the Company and each Guarantor grants to the Administrative Agent 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, 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. The Collateral Agent's Lien described above shall be subject to such licenses and this provision 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 (b) 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 Pari Passu Obligations in such order as specified in the Indenture until the Discharge of Pari Passu Obligations has occurred; *fourth*, by the Administrative Agent and the Collateral Agent to the Excess Credit Facility Claims and the Excess Pari Passu 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 Pari Passu 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 and the Trustee 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 (b) 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 Pari Passu Obligations in such order as specified in the Indenture until the Discharge of Pari Passu 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 Pari Passu 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. So long as the Discharge of Credit Facility Claims has not occurred, 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. So long as the Discharge of Pari Passu Obligations has not occurred, 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, the Holders and holders of any Permitted Additional Pari Passu Obligations 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, the Holders and holders of any Permitted Additional Pari Passu Obligations, will agree to promptly execute and deliver to the Administrative Agent or the Company (at the Company's expense) 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, the Holders and holders of any Permitted Additional Pari Passu Obligations, 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, will 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, the Holders and holders of any Permitted Additional Pari Passu Obligations, will 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 third 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, will 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 Pari Passu 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.

If the Company or any Guarantor shall be subject to any insolvency or liquidation proceeding and the Collateral Agent shall desire to permit the use of cash collateral or to permit the Company or any Guarantor to obtain DIP Financing in an aggregate principal amount, which when taken together with the aggregate principal amount of all pre-petition Pari Passu Obligations, does not exceed the then permitted Maximum Pari Passu Principal Amount on such date, and, in any event, that is not to be secured by any of the Credit Facility Priority Collateral, then the Administrative Agent, on behalf of itself and the Credit Facility Claim Holders, will 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 third immediately succeeding paragraph or relating to the Credit Facility Priority Collateral), and, to the extent the Liens securing the Pari Passu Obligations are subordinated or pari passu with such DIP Financing, will subordinate its Liens in the Common Collateral (other than the Credit Facility Priority Collateral) to such DIP Financing (and all Obligations relating thereto) on the same basis as the Liens on the Notes Priority Collateral that secure the Credit Facility Claims are subordinated to the Liens thereon that secure the Pari Passu Obligations 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, the Holders and holders of any Permitted Additional Pari Passu Obligations, will 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 Pari Passu 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, the Holders and holders of any Permitted Additional Pari Passu Obligations, will 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 or replacement 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 Lien on such additional or replacement 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 and granted as adequate protection for the Credit Facility Claims on the same basis as the other Liens on the Credit Facility Priority Collateral that secure the Pari Passu Obligations are so subordinated to the Liens thereon that secure the Credit Facility Claims under the Intercreditor Agreement, and (ii) in the event the Collateral Agent, on behalf of itself, the Trustee, the Holders and holders of any Permitted Additional Pari Passu Obligations, seeks or requests adequate protection and such adequate protection is granted in the form of additional or replacement collateral that constitutes Credit Facility Priority Collateral or is of the type constituting Credit Facility Priority Collateral, then the Collateral Agent, on behalf of itself, the Trustee, any of the Holders or holders of any Permitted Additional Pari Passu Obligations, agrees that the Administrative Agent shall also be granted a senior Lien on such additional or replacement collateral as security and adequate protection for the Credit Facility Claims and that any Lien on such additional or replacement collateral securing or granted as adequate protection the Pari Passu Obligations shall be subordinated to the Liens on such collateral securing the Credit Facility Claims 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 secure the Pari Passu Obligations are so subordinated to the Liens thereon that secure such Credit Facility Claims under the Intercreditor Agreement.

The Administrative Agent, on behalf of itself and the Credit Facility Claim Holders, will agree that none of them shall contest (or support any other Person contesting): (a) any request by the Collateral Agent, the Trustee, the Holders or holders of any Permitted Additional Pari Passu Obligations for adequate protection; or (b) any objection by the Collateral Agent, the Trustee, the Holders or holders of any Permitted Additional Pari Passu Obligations 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) or holders of any Permitted Additional Pari Passu Obligations are granted adequate protection in the form of additional or replacement 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 Lien on such additional or replacement 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 and granted as adequate protection for the Pari Passu Obligations on the same basis as the other Liens on the Notes Priority Collateral that secure the Credit Facility Claims are so subordinated to the Liens thereon that secure the Pari Passu 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 or replacement collateral that constitutes Note Priority Collateral or is of the type constituting Notes 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 or replacement collateral as security and adequate protection for the Pari Passu Obligations and that any Lien on such additional or replacement collateral securing or granted as adequate protection for the Credit Facility Claims shall be subordinated to the Liens on such collateral securing the Pari Passu Obligations and any other Liens granted to the Holders or holders of any Permitted Additional Pari Passu Obligations as adequate protection on the same basis as the other Liens on the Notes Priority Collateral that secure the Credit Facility Claims are so subordinated to the Liens thereon that secure such Pari Passu 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 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 of such assets supported by the Credit Facility Claim Holders and to have released their Liens in such assets (provided that the parties respective Liens shall attach to the proceeds of such sale or other disposition with the same priority as existed on such assets prior thereto). 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 of such assets supported by the Holders or holders of any Permitted Additional Pari Passu Obligations and to have released their Liens in such assets (provided that the parties' respective Liens shall attach to the proceeds of such sale or other disposition with the same priority as existing on such assets prior thereto).

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 and holders of any Permitted Additional Pari Passu Obligations may (but shall not be obligated to), 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 and holders of any Permitted Additional Pari Passu Obligations, 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 and holders of any Permitted Additional Pari Passu Obligations 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 and holders of any Permitted Additional Pari Passu Obligations submitted through the Collateral Agent from time to time (but in no event more than twice in any calendar month), of 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 ten (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 and holders of any Permitted Additional Pari Passu Obligations purchasing such claims, and (c) such Credit Facility Claims shall be purchased pro rata among the Holders and holders of any Permitted Additional Pari Passu Obligations giving notice to the Collateral Agent of their intent to exercise the purchase option hereunder according to such Holders' portion of the Pari Passu 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 Pari Passu Obligations (other than the payment of any fees that become due as a result of the prepayment or termination of the Pari Passu Obligations), the Holders and holders of any Permitted Additional Pari Passu Obligations 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 Credit Facility Claim Holders in the form and to the extent received.

Exercise of Remedies under the Collateral Agreements

Subject to the terms of the Intercreditor Agreement, after the incurrence of any Permitted Additional Pari Passu Obligations (other than the issuance of Additional Exchange Notes), the holders of a majority in principal amount of the Pari Passu Obligations (acting through the agent for the Permitted Additional Pari Passu Obligations) will have the right to direct the Collateral Agent, following the occurrence of an Event of Default under the Indenture or an event of default under any agreement or instrument representing such Permitted Additional Pari Passu Obligations, to foreclose on, or exercise its other rights with respect to, the Collateral (or exercise other remedies with respect to the Collateral). Any action taken or not taken following approval by holders of a majority in principal amount of the Pari Passu Obligations but without the vote of any particular holder of Pari Passu Obligations will nevertheless be binding on such non-voting holder.

If the Collateral Agent has asked the holders of Pari Passu Obligations for instruction and the applicable holders have not yet responded to such request, the Collateral Agent will be authorized to take, but will not be required to take, and will in no event have any liability for taking, any delay in taking or the failure to take, such actions with regard to a default or event of default which the Collateral Agent, in good faith, believes to be reasonably required to promote and protect the interests of the holders of the Pari Passu Obligations and to preserve the value of the Collateral; *provided* that once instructions from the applicable holders of the Pari Passu Obligations have been received by the Collateral Agent and an indemnity deemed adequate by the Collateral Agent has been provided, the actions of the Collateral Agent will be governed thereby and the Collateral Agent will not take any further action which would be contrary thereto unless such action is contrary to the terms of the Indenture, the Collateral Agreements or applicable law or exposes the Collateral Agent to liability.

In the event of any determination by a court of competent jurisdiction with respect to any series of Permitted Additional Pari Passu Obligations (other than any Additional Exchange Notes) that (i) such series of Permitted Additional Pari Passu Obligations is unenforceable under applicable law or are subordinated to any other obligations (other than the Exchange Notes or another series of Permitted Additional Pari Passu Obligations), (ii) such series of Permitted Additional Pari Passu Obligations does not have an enforceable security interest in any of the Collateral and/or (iii) any intervening security interest exists securing any other obligations (other than the Exchange Notes or other series of Permitted Additional Pari Passu Obligations) on a basis ranking prior to the security interest of such series of Permitted Additional Pari Passu Obligations but junior to the security interest of the Exchange Notes or other series of Permitted Additional Pari Passu Obligations (any such condition referred to in the foregoing clauses (i), (ii) or (iii) with respect to any series of Permitted Additional Pari Passu

Obligations, an "Impairment" of such series of Permitted Additional Pari Passu Obligations), the results of such Impairment shall be borne solely by the holders of such series of Permitted Additional Pari Passu Obligations, and the rights of the holders of such series of Permitted Additional Pari Passu Obligations (including, without limitation, the right to receive distributions in respect of such series of Permitted Additional Pari Passu Obligations) set forth herein shall be modified to the extent necessary so that the effects of such Impairment are borne solely by the holders of such series of Permitted Additional Pari Passu Obligations subject to such Impairment. Notwithstanding the foregoing, with respect to any Collateral for which a third party (other than a holder of the Exchange Notes or series of Permitted Additional Pari Passu Obligations) has a lien or security interest that is junior in priority to the security interest of the Holders or any series of Permitted Additional Pari Passu Obligations but senior (as determined by appropriate legal proceedings in the case of any dispute) to the security interest of the holder of any other series of Permitted Additional Pari Passu Obligations (other than any Additional Exchange Notes) (such third party, an "*Intervening Creditor*"), the value of any Collateral or proceeds which are allocated to such Intervening Creditor shall be deducted on a ratable basis solely from the Collateral or proceeds to be distributed in respect of the series of Permitted Additional Pari Passu Obligations with respect to which such Impairment exists.

Release of Liens

The Company and the Guarantors will be 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 immediately and automatically, without the need for any further action by any Person, be released, terminated and discharged:

(1) in connection with asset dispositions to a Person that is not the Company or a Guarantor 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 secure 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 Exchange 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 Exchange Notes and the other Indenture Documents will be guaranteed, jointly and severally, by all existing and future,

direct and indirect, Domestic Restricted Subsidiaries (other than Discontinued Subsidiaries). Each Guarantor will fully and unconditionally guarantee 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 Exchange Notes and the other Indenture Documents, including the payment of principal of, interest on, premium, if any, on and Additional Interest, if any, on the Exchange Notes. The Guarantee of each Guarantor will rank 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 will be 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, will result in the obligations of such Guarantor under the Guarantee not constituting a fraudulent conveyance or fraudulent transfer under federal or state law (although certain courts have held that this provision is not enforceable). 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—Merger, 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 the Company otherwise complies, 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 Exchange Notes (including 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 Issue Date, all of the Company's Subsidiaries were Restricted Subsidiaries. However, under certain circumstances described below under "—Certain Covenants—Limitation on Restricted Payments," the Company will be permitted to designate certain of its Subsidiaries as Unrestricted Subsidiaries. Unrestricted Subsidiaries will not be subject to the restrictive covenants of the Indenture and will not guarantee the Exchange Notes. In the event of a bankruptcy, liquidation or reorganization of any of these Unrestricted Subsidiaries or any of the Company's 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 May 15, 2016. At any time on or prior to May 15, 2016, the Exchange 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 occurring prior to or on the Redemption 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.

In addition, at one time prior to May 15, 2016, the Company may redeem up to 10% of the original aggregate principal amount of the Exchange Notes issued under the Indenture at a redemption price of 103% of the principal amount thereof, plus accrued and unpaid interest and Additional Interest, if any, on the Notes to the date of redemption.

For the avoidance of doubt, the Company may redeem Exchange Notes up to the maximum amount allowed pursuant to the immediately preceding paragraph prior to the redemption of any Notes upon payment of the Applicable Premium pursuant to the first paragraph of this section.

Optional Redemption on or After May 15, 2016. Except as described above and below, the Exchange Notes are not redeemable before May 15, 2016. Thereafter, the Company may redeem the Exchange 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 May 15, of the year set forth below:

Year	Percentage
2016	105.250%
2017	102.625%
2018 and thereafter	100.000%

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

Optional Redemption Upon Equity Offerings. At any time, or from time to time, prior to May 15, 2016, 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 (including Additional Notes, if any) originally issued under the Indenture at a redemption price of 107.000% 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 (including 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 (including 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 Exchange Notes of a principal amount of $2,000 or less shall be redeemed in part and Exchange 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 Exchange 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 Exchange Note (or appropriate adjustments to the amount and beneficial interests in the Global Note will be made).

The Company will pay the redemption price for any Exchange 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 Exchange 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 Exchange Notes. However, under certain circumstances, the Company may be required to offer to purchase the Exchange 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 Exchange 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 Exchange 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 an Exchange Note purchased pursuant to a Change of Control Offer will be required to surrender the Exchange Note, with the form entitled "Option of Holder to Elect Purchase" on the reverse of the Exchange 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 an Exchange Note is purchased pursuant to a Change of Control Offer, a new Exchange 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 Exchange Note (or appropriate adjustments to the amount and beneficial interests in a Global Note will be made). Exchange Notes (or portions thereof) purchased pursuant to a Change of Control Offer will be cancelled and cannot be reissued.

If Holders of not less than 90% in aggregate principal amount of the then outstanding Notes validly tender and do not withdraw such Notes in a Change of Control Offer and the Company, or any other Person making a Change of Control Offer in lieu of the Company as described below, purchases all of the Notes validly tendered and not withdrawn by such Holders, the Company will have the right, upon not less than 15 nor more than 30 days' prior notice, given not more than 15 days following such purchase pursuant to the Change of Control Offer described above, to redeem all Notes that remain outstanding following such purchase at a redemption price in cash equal to 101% of the principal amount thereof on the date of redemption, plus accrued and unpaid interest and Additional Interest, if any, to the date of redemption.

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 Exchange 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 Exchange 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 Exchange 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 Exchange Notes pursuant to the terms of the Indenture, 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. Although there is a limited body of case law interpreting the phrase "substantially all," there is no precise established

definition of the phrase under applicable law. Accordingly, the ability of a Holder to require the Company to repurchase its Exchange Notes as a result of a sale, transfer, conveyance or other disposition of less than all of the assets of the Company to another Person or group may be uncertain. As a consequence, in the event Holders elect to require the Company to purchase the Exchange 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 Exchange 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 Exchange 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 the Issue Date (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 from the beginning of the fiscal quarter commencing after Issue Date to the end of 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 and the Fair Market Value of property and marketable securities received by the Company from any Person (other than a Subsidiary of the Company) from the issuance and sale subsequent to the Issue Date 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 Exchange 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 the Issue Date and on or prior to the Reference Date; *plus*

(D) the amount for the period subsequent to the Issue Date 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 the Issue Date 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 notice for redemption if such payment would have been permitted on the date of declaration or notice for redemption (assuming, in the case of a redemption payment, the giving of the notice would have been deemed to be a Restricted Payment at such time and such deemed Restricted Payment would have been permitted at such time);

(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 Exchange 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 $5.0 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 the Issue Date;

(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);

(10) Restricted Payments to allow the payment of cash in lieu of the issuance of fractional shares upon (i) the exercise of options or warrants or (ii) the conversion or exchange of Capital Stock of any Person (including in a merger, consolidation, amalgamation or similar transaction);

(11) the payment of any dividend (or, in the case of any partnership or limited liability company, any similar distribution) by a Subsidiary of the Company to the holders of its Capital Stock on a pro rata basis; and

(12) if no Default shall have occurred and be continuing or would exist after giving effect thereto, other Restricted Payments not to exceed $35.0 million outstanding at any one time in the aggregate.

In determining the aggregate amount of Restricted Payments made subsequent to the Issue Date 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 (12) shall be included in such calculation.

For purposes of determining compliance with this covenant if a Restricted Payment meets the criteria of more than one of the exceptions described in clauses (1) through (12) above or is entitled to be made according to the first paragraph of this covenant the Company may, in its sole discretion, classify the Restricted Payment in any manner that complies with this covenant.

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 or Disqualified Stock, 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.

(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 Exchange 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; or

(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, to all Holders, and, if required by the terms of any Permitted Additional Pari Passu Obligations, to the holders of such Permitted Additional Pari Passu Obligations, to purchase the maximum principal amount of Notes and such Permitted Additional Pari Passu Obligations (ratably) 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 $10.0 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 $10.0 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 and Permitted Additional Pari Passu Obligations 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. If the aggregate principal amount of Notes or the Permitted Additional Pari Passu Obligations surrendered by such holders thereof exceeds the amount of Net Proceeds Offer Amount, the Company shall select the Notes and such Permitted Additional Pari Passu Obligations to be purchased on a pro rata basis based on the accreted value or principal amount of the Exchange Notes or such Permitted Additional Pari Passu Obligations tendered.

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 Exchange 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) subject to adjustments so that no Notes in an unauthorized denomination are purchased in part or remain outstanding in part (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 Exchange Notes pursuant to a Net Proceeds Offer. To the extent that the provisions of any securities laws or regulations conflict with the "Asset Sale" 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 Sale" 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 materially adverse to the Holders taken as a whole);

(f) agreements existing on the Issue Date to the extent and in the manner such agreements were 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 clause (b), (e) or (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, taken as a whole, 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 the Issue Date 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 Exchange Notes and the performance of every covenant of the Exchange Notes and the Indenture on the part of the Company to be performed or observed thereunder and (ii) 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 Exchange 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 and (b) by amendment, supplement or other instrument 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 deliver the same to 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 the Issue Date 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, taken as a whole, 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 the Issue Date (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 Exchange 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 the Guarantors on the Issue Date with a fair market value in excess of $3.0 million or (b) acquired by the Company or the Guarantors thereafter with a purchase price of greater than $3.0 million (the "*Mortgaged Property*"), the Company shall use commercially reasonable efforts to deliver to the Collateral Agent each of the following items, (x) in the case of clause (a) above, within 90 days of the Issue Date and (y) in the case of clause (b) above, within 90 days of the acquisition thereof:

(1) fully executed counterparts of Mortgages, each dated within 90 days after the Issue Date or the date of acquisition of such property, as the case may be, duly executed by the Company or the applicable Guarantor, 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) mortgagee's title insurance policies in favor of the Collateral Agent, as mortgagee for the ratable benefit of the Collateral Agent, the Trustee, the Holders and the holders of any Permitted Additional Pari Passu Obligations 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;

(3) the most recent survey of such Premises, together with either (i) an updated survey certification from the applicable title insurance company 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; and

(4) such further information, opinions, certificates and documents evidencing or relating to the Mortgaged Property or required to effect the foregoing including, without limitation, any information, certificates, opinions and documents substantially similar in form and substance to those delivered to the Administrative Agent under the Credit Agreement in connection with such Mortgaged Property.

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 Exchange 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 (and, during any period in which the Company is not required to file reports with the SEC, within the time periods specified in the SEC's rules and regulations applicable to a "non-accelerated filer"). To the extent the Company is not required to file reports with the SEC, it will make the information publicly available (including via a non-password protected website). Whether the Company files such reports with the SEC or posts its reports on its website, the public posting of such reports shall satisfy any requirement hereunder to deliver such reports to Holders.

Notwithstanding the foregoing, the Company may satisfy such requirements, whether or not required by the rules and regulations of the SEC, by filing 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). During any period in which the Company is not required to file reports with the SEC, the Company shall make such information publicly available within the time periods specified in the SEC's rules and regulations applicable to a "non-accelerated filer." In addition, the Company has agreed that, prior to the consummation of the Exchange Offer, for so long as any Exchange 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.

No Personal Liability of Directors, Officers, Employees and Stockholders

No director, officer, employee, incorporator or stockholder of the Company or of any Subsidiary of the Company, as such, shall have any liability for any obligations of the Company or the Guarantors under the Exchange Notes, the Indenture, the Guarantees or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder by accepting a Exchange Note waives and releases all such liability. The waiver may not be effective to waive liabilities under the federal securities laws.

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 Exchange Notes when the same becomes due and payable and the default continues for a period of 30 consecutive days;

(2) the failure to pay the principal of or premium, if any, on any Exchange 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 and Additional Interest, if any, on any Exchange Note) or any Collateral Agreement which default continues for a period of 30 consecutive 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 (including Additional Notes, if any) (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 30 consecutive 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 30 consecutive day period described above has elapsed), aggregates $20.0 million or more at any time;

(5) one or more judgments in an aggregate amount in excess of $20.0 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 consecutive days after such judgment or judgments become final and non-appealable;

(6) the Company, any of its Significant Subsidiaries or any group of Restricted Subsidiaries that, taken together, would constitute a Significant Subsidiary (A) commences a voluntary case or proceeding under the Bankruptcy Code or other applicable bankruptcy law with respect to itself, (B) consents to the entry of an order for relief against it in an involuntary case under the Bankruptcy Code or other applicable bankruptcy law, (C) consents to the appointment of a custodian of it or for substantially all of its property, (D) makes a general assignment for the benefit of its creditors; or (E) takes any corporate action to authorize or effect any of the foregoing;

(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 the Bankruptcy Code or other applicable bankruptcy law, 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 lien or 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 such 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 $10.0 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) or (7) 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 (including Additional Notes, if any) may declare the principal of and premium, if any, accrued interest and Additional Interest, if any, on all the Exchange 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) or (7) 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 Exchange 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 Exchange Notes as described in the preceding paragraphs, the Holders of a majority in principal amount of the Notes (including 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) or (7) 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 (including 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 Exchange Notes except as provided in the Indenture and under the TIA. 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 Exchange 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 Exchange Notes, the Guarantees or the Indenture or for any claim based on, in respect of, such obligations or their creation. Each Holder by accepting an Exchange Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Exchange 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 Exchange 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 Exchange 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 Exchange Notes when such payments are due;

(2) the Company's obligations with respect to the Exchange Notes concerning issuing temporary Exchange Notes, registration of Exchange Notes, mutilated, destroyed, lost or stolen Exchange 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 Exchange 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 Exchange 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, interest and Additional 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 the Issue Date, there has been a change in the applicable federal income tax law, in either case stating 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 stating 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 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) stating 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 Exchange Notes when:

(1) either:

(a) all the Exchange Notes theretofore authenticated and delivered (except lost, stolen or destroyed Exchange Notes which have been replaced or paid and Exchange 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 Exchange 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 Exchange Notes not theretofore delivered to the Trustee for cancellation, for principal of, premium, if any, interest and Additional Interest, if any, on the Exchange 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 Exchange Notes, the Guarantees and the Collateral Agreements:

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

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

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

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

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

(9) to conform the text of the Indenture, the Exchange Notes, or the Guarantees to any provision of this Description of the Exchange Notes to the extent that such provision in this Description of the Exchange Notes was intended to be a verbatim recitation of a provision of the Indenture, the Exchange Notes, or the Guarantees, which intent may be evidenced by an Officer's Certificate to that effect;

(10) to provide for the issuance of Additional Notes in accordance with the limitations set forth in the Indenture as of the date of the Indenture; or

(11) to enter into or amend the Intercreditor Agreement and/or Collateral Agreements (or supplement the Intercreditor Agreement and/or Collateral Agreements) under circumstances provided therein including (x) if the Company incurs Permitted Additional Pari Passu Obligations and (y) in connection with the refinancing of the Credit Agreement and to secure any Permitted Additional Pari Passu Obligations under the Collateral Agreement, and to appropriately include any of the foregoing in the Intercreditor Agreement and 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 Exchange Notes, the Guarantees 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 (which includes Additional Notes, if any), 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 Exchange 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 Exchange Notes;

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

(4) make any Exchange Notes payable in money other than that stated in the Exchange 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, interest and Additional Interest, if any, on such Exchange 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 Exchange Notes (which includes Additional Exchange Notes, if any) 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 Exchange Notes in right of payment to any other Indebtedness of the Company or any Guarantor;

(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 issued under the Indenture (including Additional Notes, if any), 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 Exchange Notes and the Guarantees will be 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 TIA 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 TIA, the Trustee will be permitted to engage in other transactions; *provided* that if the Trustee acquires any conflicting interest as described in the TIA, it must eliminate such conflict or resign.

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 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 of 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 May 15, 2016 (such redemption price being that described in the first paragraph of "—Redemption—Optional Redemption on or After May 15, 2016") *plus*

(2) all required remaining scheduled interest payments due on such Exchange Notes through May 15, 2016, with such present value being computed for purposes of both clauses (1) and (2) 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 permitted 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 $5.0 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;

(f) a disposition by a Subsidiary to the Company or by the Company or a Subsidiary of the Company to a Wholly Owned Restricted Subsidiary;

(g) the non-exclusive license or sublicense of intellectual property or other intangibles;

(h) dispositions of receivables in connection with the compromise, settlement or collection thereof in the ordinary course of business or in bankruptcy or similar proceedings and exclusive of factoring or similar arrangements;

(i) the unwinding of any Commodity Agreement or Credit Facility Hedging Obligations (including sales under forward contracts);

(j) any dispositions to the extent required by, or made pursuant to customary buy/sell arrangements between the joint venture parties set forth in joint venture arrangements and similar binding agreements;

(k) the lease or sublease of office space; and

(l) to the extent allowable under Section 1031 of the Code (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" (as defined in Sections 13(d)(3) and 14(d)(2) of the Exchange Act) of related Persons (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 50% of the total voting power of the Voting Stock of the Company; or

(4) individuals who on the Issue Date 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 the Issue Date 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 and any Permitted Additional Pari Passu Obligations.

"*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 Pari Passu 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 the Issue Date 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 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 net 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 the Issue Date;

(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;

(11) non-cash charges resulting from the amortization of intangible assets;

(12) non-cash charges resulting from the amortization of deferred financing costs and expenses;

(13) any non-cash compensation or other non-cash expenses or charges arising from the grant of or issuance or repricing of stock, stock options or other equity-based awards or any amendment, modification, substitution or change of any such stock, stock options or other equity-based awards;

(14) 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;

(15) any fees, expenses and other costs incurred or paid in connection with the offering of the Exchange Notes, the Credit Agreement, the redemption of the Existing Notes, and the transactions contemplated hereby and thereby; and

(16) any expenses or charges related to any Equity Offering, Asset Sale, merger, amalgamation, consolidation, arrangement, acquisition, disposition, recapitalization or the incurrence of Indebtedness permitted to be incurred by the Indenture (including a refinancing thereof) (whether or not successful).

"*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).

"*Consolidated Secured Leverage Ratio*" means, with respect to any Person, the ratio of (1) the aggregate amount of Secured Debt of such Person and its Restricted Subsidiaries as of the Transaction Date (determined on a consolidated basis in accordance with GAAP) less unrestricted cash and Cash Equivalents of the Company and its Restricted Subsidiaries to (2) Consolidated EBITDA for the Four-Quarter Period. The Consolidated Secured Leverage Ratio shall be calculated in a manner consistent with the pro forma provisions (to the extent applicable) of the definition of "Consolidated Fixed Charge Coverage Ratio."

"*Credit Agreement*" means the Credit and Security Agreement dated as of the Issue Date, by and among the Company, the lenders party thereto (together with their successors and assigns, the "*Lenders*") and SunTrust Bank, as administrative agent and collateral 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 (18) or (22) of the definition thereof and 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 Pari Passu 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 Permitted Additional Pari Passu Documents, and (b) any other Pari Passu Obligations that are due and payable or otherwise accrued and owing at or prior to the time such principal and interest are paid; (B) with respect to Obligations under the Exchange Notes, 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 Discharge*) of the Indenture, and, with respect to any Permitted Additional Pari Passu Obligations, pursuant to any comparable provision in any Permitted Additional Pari Passu Obligations Document; and (C) with respect to Obligations under the Exchange Notes, the satisfaction and discharge of the Indenture in accordance with Section 8.02 (*Satisfaction and Discharge*) thereto, and, with respect to any Permitted Additional Pari Passu Obligations pursuant to any comparable provision in any Permitted Additional Pari Passu Obligations Document.

"*Discontinued Subsidiaries*" means Restricted Subsidiaries of the Company that have been classified as "discontinued operations" in Note 9 to the Company's audited consolidated financial statements for the fiscal year ended December 29, 2013.

"*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 Exchange 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 Pari Passu Obligations*" means any principal amounts outstanding on the Exchange Notes (including Additional Notes, if any) and Permitted Additional Pari Passu Obligations in excess of the Maximum Pari Passu 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 Unregistered Notes a like aggregate principal amount of Exchange Notes having substantially identical terms to the Exchange Notes registered under the Securities Act.

"*Existing Notes*" means the Company's 10% Senior Secured Notes due 2017.

"*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 the Issue Date.

"*Guarantor*" means (1) each of the Company's Domestic Restricted Subsidiaries existing on the Issue Date, 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 the 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 the Indenture.

"*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, including holdbacks, earn-outs, or similar obligations, 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 Exchange Notes, the Indenture, the Guarantees and the Collateral Agreements.

"*Indenture Obligations*" means all Obligations of the Company and the Guarantors under the Indenture Documents. Indenture Obligations shall include all interest, fees and other amounts 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, fees and other amounts 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 the Issue Date, as the same may be amended, restated, supplemented or otherwise 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.

"*Issue Date*" means the date of original issuance of the Unregistered Notes offered pursuant to the Indenture.

"*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 Pari Passu 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 (i), (ii) and (iii), such Indebtedness is permitted to be secured by a Lien permitted pursuant to clause (25) of the definition of the term "Permitted Lien."

"*Mortgages*" means the mortgages, deeds of trust, deeds to secure indebtedness or other similar documents creating Liens securing the Indenture Obligations and any Permitted Additional Pari Passu Obligations on the Premises as well as on the other Collateral encumbered 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, Additional 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 may be an employee of or counsel to the Company or any of its Subsidiaries, or other counsel who is reasonably acceptable to the Trustee.

"*Pari Passu Obligations*" means the Indenture Obligations and any Permitted Additional Pari Passu Obligations.

"*Permitted Additional Pari Passu Document*" means any document or instrument executed and delivered with respect to any Permitted Additional Pari Passu Obligations.

"*Permitted Additional Pari Passu Obligations*" means obligations under any Additional Notes or other Indebtedness secured by liens *pari passu* with the Exchange Notes on the Collateral in compliance with clause (25) under the definition of "Permitted Liens"; *provided* that (i) the representative of such Permitted Additional Pari Passu Obligations executes a joinder agreement to the Security Agreement in the form attached thereto agreeing to be bound thereby and by the Intercreditor Agreement and (ii) the Company has designated such Debt as "Permitted Additional Pari Passu Obligations" under the Security Agreement.

"*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 the Issue Date.

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

(1) Indebtedness under the Exchange Notes issued in this Exchange Offer and related Guarantees (other than Additional Notes);

(2) Indebtedness incurred pursuant to any Credit Agreement in an aggregate principal amount at any time outstanding not to the exceed the greater of (a) $135.0 million and (b) the sum of 85% of the net book value of accounts receivable of the Company and 50% of net book value of the inventory of the Company and its Restricted Subsidiaries, in each case, calculated substantially consistent with such calculation under the Credit Agreement on the Issue Date *less*, in each case, the aggregate amount of all Net Cash Proceeds of Asset Sales applied to permanently repay the principal amount of any such Indebtedness and, if the Indebtedness repaid is revolving credit Indebtedness, to correspondingly reduce commitments with respect thereto pursuant to clause (3)(a) of "—Certain Covenants—Limitation on Asset Sales";

(3) other Indebtedness of the Company and its Restricted Subsidiaries outstanding on the Issue Date;

(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 Exchange 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 $25.0 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 $25.0 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 the Issue Date 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 a Restricted Subsidiary or that will merge or consolidate with or into the Company or a Restricted Subsidiary, or that transfers or conveys all or substantially all of its assets to the Company or a Restricted Subsidiary;

(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 Exchange Notes (including 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 the Issue Date;

(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 $5.0 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 Uniform Commercial Code 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 the Issue Date 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 Exchange Notes (other than 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 $10.0 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 secured Indebtedness outstanding at the time of the most recent incurrence of any such Indebtedness shall not exceed $25.0 million; *provided* that the Liens under this clause (22) are subject to the provisions of the Intercreditor Agreement;

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

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

(25) Liens securing any Permitted Additional Pari Passu Obligations (including any Additional Notes) in an amount such that at the time of incurrence and after giving pro forma effect thereto, the Consolidated Secured Leverage Ratio would be no greater than 5.50 to 1.00; *provided* that Liens under this clause (25) are subject to the provisions of the Intercreditor Agreement; and

(26) Liens pursuant to the terms and conditions of any contracts between the Company or any Restricted Subsidiary and the U.S. government.

"*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 Exchange Notes, then such Refinancing Indebtedness shall be subordinate by its terms to the Exchange 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 the Registration Rights Agreement, dated as of the Issue Date, 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.

"*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.

"*Secured Debt*" means any Indebtedness of the Company or any of its Restricted Subsidiaries secured by a Lien.

"*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 the Issue Date, 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 May 15, 2016; *provided*, *however*, that if the period from such Redemption Date to May 15, 2016 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 May 15, 2016 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.

"*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

Book-Entry Settlement and Clearance

The Global Notes

The Exchange Notes will be issued in one or more fully registered global notes (the "Global Notes"). Upon issuance, each of the Global Notes will be deposited with the trustee as custodian for DTC and registered in the name of Cede & Co., as nominee of DTC.

Ownership of beneficial interests in each Global Note will be limited to persons who have accounts with DTC ("DTC participants") or persons who hold interests through DTC participants. Beneficial interests in the Global Notes will be held in minimum denominations of $2,000 and integral multiples of $1,000 in excess of $2,000.

We expect that under procedures established by DTC:

- upon deposit of each Global Note with DTC's custodian, DTC will credit portions of the principal amount of the Global Note to the accounts of the DTC participants; and

- ownership of beneficial interests in each Global Note will be shown on, and transfer of ownership of those interests will be effected only through, records maintained by DTC (with respect to interests of DTC participants) and the records of DTC participants (with respect to other owners of beneficial interests in any of the Global Notes).

Beneficial interests in the Global Notes may not be exchanged for notes in physical, certificated form ("Certificated Notes") except in the limited circumstances described below. Transfers of beneficial interests in the Global Notes will be subject to the applicable rules and procedures of DTC and its direct and indirect participants (including, if applicable, those of Euroclear and Clearstream), which may change from time to time.

Book-entry procedures for the Global Notes

All interests in the Global Notes will be subject to the operations and procedures of DTC, Euroclear and Clearstream. We provide the following summaries of those operations and procedures solely for the convenience of investors. The operations and procedures of each settlement system are controlled by that settlement system and may be changed at any time. Neither we nor the initial purchasers are responsible for those operations or procedures.

DTC has advised us that it is:

- a limited purpose trust company organized under the laws of the State of New York;

- a "banking organization" within the meaning of the New York State Banking Law;

- a member of the Federal Reserve System;

- a "clearing corporation" within the meaning of the Uniform Commercial Code; and

- a "clearing agency" registered under Section 17A of the Exchange Act.

DTC was created to hold securities for its participants and to facilitate the clearance and settlement of securities transactions between its participants through electronic book-entry changes to the accounts of its participants. DTC's participants include securities brokers and dealers; banks and trust companies; clearing corporations and other organizations. Indirect access to DTC's system is also available to others such as banks, brokers, dealers and trust companies; these indirect participants clear through or maintain a custodial relationship with a DTC participant, either directly or indirectly. Investors who are not DTC participants may beneficially own securities held by or on behalf of DTC only through DTC participants or indirect participants in DTC.

So long as DTC's nominee is the registered owner of a Global Note, that nominee will be considered the sole owner or holder of the notes represented by that Global Note for all purposes under the indenture. Except as provided below, owners of beneficial interests in a Global Note:

- will not be entitled to have notes represented by the Global Note registered in their names;

- will not receive or be entitled to receive physical delivery of notes in certificated form; and

- will not be considered the owners or "holders" of the notes under the indenture for any purpose, including with respect to the giving of any direction, instruction or approval to the trustee under the indenture.

- will not be entitled to have notes represented by the Global Note registered in their names;

- will not receive or be entitled to receive physical delivery of notes in certificated form; and

- will not be considered the owners or "holders" of the notes under the indenture for any purpose, including with respect to the giving of any direction, instruction or approval to the trustee under the indenture.

As a result, each investor who owns a beneficial interest in a Global Note must rely on the procedures of DTC to exercise any rights of a holder of notes under the indenture (and, if the investor is not a participant or an indirect participant in DTC, on the procedures of the DTC participant through which the investor owns its interest).

Payments of principal, premium, if any, and interest with respect to the notes represented by a Global Note will be made by the trustee to DTC's nominee as the registered holder of the Global Note. Neither we nor the trustee will have any responsibility or liability for the payment of amounts to owners of beneficial interests in a Global Note, for any aspect of the records relating to or payments made on account of those interests by DTC, or for maintaining, supervising or reviewing any records of DTC relating to those interests.

Payments by participants and indirect participants in DTC to the owners of beneficial interests in a Global Note will be governed by standing instructions and customary industry practice and will be the responsibility of those participants or indirect participants and DTC.

Transfers between participants in DTC will be effected in accordance with DTC's procedures and will be settled in same-day funds. Transfers between participants in Euroclear or Clearstream will be effected in accordance with their respective rules and operating procedures.

Cross-market transfers between DTC participants, on the one hand, and Euroclear or Clearstream participants, on the other hand, will be effected within DTC through the DTC participants that are acting as depositaries for Euroclear and Clearstream. To deliver or receive an interest in a Global Note held in a Euroclear or Clearstream account, an investor must send transfer instructions to Euroclear or Clearstream, as the case may be, in accordance with the rules and procedures of that system and within the established deadlines of that system. If the transaction meets its settlement requirements, Euroclear or Clearstream, as the case may be, will send instructions to its DTC depositary to take action to effect final settlement by delivering or receiving interests in the relevant Global Notes in DTC, and making or receiving payment under normal procedures for same-day funds settlement applicable to DTC. Euroclear and Clearstream participants may not deliver instructions directly to the DTC depositaries that are acting for Euroclear or Clearstream.

DTC, Euroclear and Clearstream have agreed to the above procedures to facilitate transfers of interests in the Global Notes among participants in those settlement systems. However, the settlement systems are not obligated to perform these procedures and may discontinue or change these procedures at any time. Neither we nor the trustee will have any responsibility for the performance by DTC, Euroclear or Clearstream or their participants or indirect participants of their obligations under the rules and procedures governing their operations.

Exchange of Global Notes for Certificated Notes

A Global Note is exchangeable for a Certificated Note only if:

- DTC (a) notifies us at any time that it is unwilling or unable to continue as depositary for the Global Notes, and a successor depositary is not appointed within 90 days, or (b) has ceased to be registered as a clearing agency under the Exchange Act, and we fail to appoint a successor depositary within 90 days;

- we, at our option, notify the trustee that we elect to cause the issuance of Certificated Notes, subject to the procedures of DTC; or

- certain other events provided in the indenture occur.

DESCRIPTION OF CERTAIN INDEBTEDNESS

ABL Credit Facility

On May 14, 2014, we entered into a credit and security agreement with SunTrust Bank ("SunTrust"), as administrative agent and as sole lead arranger and book runner, and the lenders party thereto (the "2014 Credit Agreement"). The 2014 Credit Agreement is a five-year senior secured revolving credit facility in the maximum principal amount of $110.0 million (the "Revolver"), which maximum principal amount may be increased to $135.0 million, subject to SunTrust's and applicable lenders' approval. The Revolver includes $50.0 million of availability for letters of credit and $10.0 million of availability for swing line loans. The 2014 Credit Agreement is secured by a first priority lien on the ABL Priority Collateral and a second priority lien on the Notes Priority Collateral, subject to certain exceptions and permitted liens.

The aggregate amount of borrowings and letters of credit that may be outstanding under the Revolver at any time is limited by a borrowing base that consists of specified percentages of eligible receivables, eligible unbilled receivables, eligible raw materials inventory and eligible work-in-process inventory. If the amount of borrowings and letters of credit 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. In addition, the borrowings under the Revolver are subject to mandatory prepayment via exercise of cash dominion by SunTrust when excess availability under the borrowing base is less than the greater of $16.5 million and 15% of the aggregate commitments for the Revolver.

The Revolver includes customary affirmative and negative covenants and events of default, as well as a financial covenant establishing a minimum fixed charge coverage ratio of 1.15x. Negative covenants include, among other things, limitations on additional debt, liens, mergers, consolidations and acquisitions, asset sales, investments, dividends, redemptions and other payments on junior capital, certain affiliate transactions, dividends, sale/leaseback transactions, speculative hedging, amendments to material agreements, and changes in fiscal year or accounting practices. Events of default include, among other events, non-performance of covenants, breach of representations, cross-default to other material debt, bankruptcy and insolvency, material judgments, material adverse change and changes in control.

We are able to borrow funds under the Revolver at a rate of interest equal to one, two or three-month LIBOR plus an applicable margin of between 2.50% and 3.00%, depending on the average quarterly excess availability under the borrowing base. The Revolver will also have an unused fee of 0.375% to 0.500%, depending on the average daily unused portion of the revolving commitments.

Debt Acquired in Acquisition 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 in connection with the acquisition of one of its wholly owned subsidiaries. The balance as of June 29, 2014 was $4.2 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 covenants including a minimum net equity covenant as defined in the loan agreement. We were in compliance with the financial covenants of the loan agreement as of June 29, 2014.

MATERIAL U.S. FEDERAL INCOME TAX CONSIDERATIONS

Exchange Offer

The exchange of Unregistered Notes for Exchange Notes in the Exchange Offer will not constitute a taxable event to holders for U.S. federal income tax purposes. Consequently, you will not recognize gain or loss upon receipt of an exchange note. The holding period of the exchange note will include the holding period of the unregistered note exchanged therefor and the basis of the exchange note will be the same as the basis of the unregistered note immediately before the exchange.

Persons considering the exchange of Unregistered Notes for Exchange Notes should consult their own tax advisors concerning the U.S. federal income tax consequences in light of their particular situations as well as any consequences arising under the laws of any other taxing jurisdiction.

PLAN OF DISTRIBUTION

Each broker-dealer that receives Exchange Notes for its own account pursuant to the Exchange Offer must acknowledge that it will deliver a prospectus in connection with any resale of such Exchange Notes. 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 Unregistered Notes where such Unregistered Notes were acquired as a result of market-making activities or other trading activities. We have agreed to use commercially reasonable best efforts to keep the registration statement, of which this prospectus forms a part, continuously effective, supplemented and amended to the extent necessary to ensure that it is available for resales of the Exchange Notes acquired by broker-dealers for their own accounts as a result of market-making activities or other trading activities, and to ensure that it conforms in all material respects with the requirements of the registration rights agreement, the Securities Act and the policies, rules and regulations of the SEC as announced from time to time, for a period ending on the earlier of (i) 180 days from the date on which this registration statement is declared effective and (ii) the date on which a broker-dealer is no longer required to deliver a prospectus in connection with 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 pursuant to the Exchange Offer may be sold from time to time in one or more transactions in the over-the-counter market, in negotiated transactions or a combination of such methods of resale, at market prices prevailing at the time of resale, at prices related to such prevailing market prices or at negotiated prices. Any such resale may be made directly to purchasers or to or through brokers or dealers that may receive compensation in the form of commissions or concessions from any such broker-dealer or the purchasers of any such Exchange Notes. Any broker-dealer that resells Exchange Notes that were received by it for its own account pursuant to 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 commission or concessions received by any such persons may be deemed to be 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.

LEGAL MATTERS

The validity of the Exchange Notes and the related guarantees will be passed upon for us by DLA Piper LLP (US), San Diego, California; Burr & Forman LLP, Birmingham, Alabama; Faerge Bakers Daniels LLP, Denver, Colorado; Frost Brown Todd LLC, Indianapolis, Indiana; and Sheppard Mullin Richter & Hampton LLP, New York, New York.

EXPERTS

The consolidated financial statements as of December 30, 2012, and for the two years in the period ended December 30, 2012, incorporated by reference in this prospectus and elsewhere in the registration statement have been so incorporated by reference in reliance upon the report of Grant Thornton LLP, independent registered public accountants, upon the authority of said firm as experts in accounting and auditing.

The financial statements, incorporated in this Prospectus by reference from the Company's Annual Report on Form 10-K as of December 29, 2013, and for the year ended December 29, 2013, and the effectiveness of Kratos Defense and Security Solutions, Inc.'s internal control over financial reporting have been audited by Deloitte & Touche LLP, an independent registered public accounting firm, as stated in their report, which is incorporated herein by reference. Such financial statements have been so incorporated in reliance upon the report of such firm given upon their authority as experts in accounting and auditing.

WHERE YOU CAN FIND MORE INFORMATION

We have filed a registration statement on Form S-4 with the SEC under the Securities Act that registers the securities offered by this prospectus. The registration statement, including the documents that have been filed or will be filed or incorporated by reference as exhibits, contains additional relevant information about us. The rules and regulations of the SEC allow us to omit some information included in the registration statement from this prospectus.

We file annual, quarterly and current reports, proxy statements and other information with the SEC. You can read and copy any materials we file with the SEC at its Public Reference Room at 100 F Street, N.E., Washington, D.C. 20549. You can obtain information about the operations of the SEC Public Reference Room by calling the SEC at 1-800-SEC-0330. The SEC also maintains a website that contains information we file electronically with the SEC, which you can access over the Internet at *www.sec.gov*. General information about us, including our Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K, and any amendments to those reports, is available free of charge through our website at *www.kratosdefense.com* as soon as reasonably practicable after we electronically file them with, or furnish them to, the SEC. Information on, or accessible through, our website is not incorporated into this prospectus or our other securities filings and is not a part of these filings.

If for any reason we are not required to comply with the reporting requirements of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), we are still required under the indenture to furnish the holders of the Exchange Notes with the information, documents and other reports specified in Sections 13 and 15(d) of the Exchange Act. In addition, we have agreed that, for so long as any notes remain outstanding, we will furnish to the holders of the notes and to securities analysts and prospective investors, upon their request, the information required to be delivered by Rule 144A(d)(4) under the Securities Act. Any such requests should be directed to us at: Kratos Defense & Security Solutions, Inc., Attention: Investor Relations, 4820 Eastgate Mall, San Diego, California, 92121.

Kratos Defense & Security Solutions, Inc.

Offer to Exchange all Outstanding and Unregistered
7.000% Senior Secured Notes due 2019
for
7.000% Senior Secured Notes due 2019
Which Have been Registered Under the Securities Act

Prospectus

, 2014

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 20. ***Indemnification of Officers and Directors***

The following summary is qualified in its entirety by reference to the complete text of 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.

Section 145(a) of the General Corporation Law of the State of Delaware (the "DGCL") provides, in general, that a corporation shall have the power to 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, other than an action by or in the right of the corporation, because the person is or was a director or officer of the corporation. Such indemnity may be against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding, if the 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 if, with respect to any criminal action or proceeding, the person did not have reasonable cause to believe the person's conduct was unlawful.

Section 145(b) of the DGCL provides, in general, that a corporation shall have the power to 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 because the person is or was a director or officer of the corporation, against any expenses (including attorneys' fees) actually and reasonably incurred by the person in connection with the defense or settlement of such action or suit if the 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, 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 to the corporation unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to be indemnified for such expenses which the Court of Chancery or such other court shall deem proper.

Section 145(g) of the DGCL provides, in general, that a corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a director or officer of the corporation against any liability asserted against the person in any such capacity, or arising out of the person's status as such, whether or not the corporation would have the power to indemnify the person against such liability under the provisions of the law.

Our amended and restated 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 second amended and restated 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.

The foregoing statements are subject to the detailed provisions of Section 145 of the DGCL and Article VI of our amended and restated certificate of incorporation.

We maintain a director and officer liability insurance policy for the benefit of our directors and certain officers and the directors and certain officers of its subsidiaries covering certain liabilities that may be incurred in the performance of these duties, which may include liability or related losses under the Securities Act or the Securities Exchange Act of 1934, as amended.

Additional Registrants

Alabama Registrants: Madison Research Corporation and Summit Research Corporation are incorporated under the laws of Alabama.

Sections 10A-2-8.50 through 10A-2-8.58 of the Alabama Business Corporation Law (the "ABCL") gives a corporation power to 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 and whether formal or informal by reason of the fact that he 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, partner, trustee, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, penalties, fines and amounts paid in settlement reasonably incurred by him in connection with such action, suit or proceeding if such person acted in good faith and in a manner he reasonably believed to be in the best interests of the corporation, when acting in his or her official capacity with the corporation, or, in all other cases, 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. No indemnification shall be made, however, in respect of any claim, issue or matter as to which such person shall have not met the applicable standard of conduct, shall have been adjudged to be liable to the corporation or, in connection with any other action, suit or proceeding charging improper personal benefit to such person, if such person was adjudged liable on the basis that personal benefit was improperly received by him. Also, the ABCL states that, to the extent that a director or officer of a corporation has been successful on the merits or

otherwise in defense of any such action, suit or proceeding, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) reasonably incurred by him in connection therewith, notwithstanding that he has not been successful on any other claim, issue or matter in any such action, suit or proceeding.

The articles of incorporation of Summit Research Corporation, as amended, 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, as amended, nor those of Summit Research Corporation, as amended, 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.

Sections 10-850 through 10-858 of the Arizona Revised Statutes (the "A.R.S.") permit indemnification of present and former directors, officers, employees or agents of an Arizona corporation, whether or not authority for such indemnification is contained in the indemnifying corporation's articles of incorporation or bylaws.

Sections 10-852 and 10-856 of the A.R.S. require an Arizona corporation, unless limited by its articles of incorporation, to indemnify an officer or director who has prevailed, on the merits or otherwise, in defending any proceeding brought against the officer or director because such person is or was an officer or director of the corporation. The corporation must indemnify the officer or director for reasonable expenses, including attorneys' fees and all other costs and expenses reasonably related to a proceeding. A "proceeding" includes any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal.

Section 10-851 of the A.R.S. permits an Arizona corporation to indemnify an officer or director made a party to a proceeding because such person is or was an officer or director of the corporation. The corporation may indemnify the officer or director against liability incurred in the proceeding if all of the following conditions exist: (i) the officer or director's conduct was in good faith; (ii) the officer or director reasonably believed that his or her conduct was at least not opposed to the best interests of the corporation, or, where the conduct was in an official corporate capacity, that the conduct was in the best interest of the corporation; and (iii) in the case of criminal proceedings, the officer or director had no reasonable cause to believe that the conduct was unlawful.

Before discretionary indemnification under Section 10-851 may be awarded to a director, the corporation must determine that it is permissible under the circumstances. This determination may be made either: (i) by majority vote of the directors not parties to the proceedings; (ii) by special legal counsel selected by majority vote of the disinterested directors, or by majority vote of the board if there

are no disinterested directors; or (iii) by the shareholders (but shares owned by or voted under the control of directors who are parties to the proceeding are not voted).

Section 10-854 of the A.R.S. permits a director of an Arizona corporation who is a party to a proceeding, unless the articles of incorporation provide otherwise, to apply to a court of competent jurisdiction for indemnification or for an advance of expenses. The court may order indemnification or an advance if it determines that indemnification is fair and reasonable, even if the director did not meet the prescribed standard of conduct described in Section 10-851.

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: Composite Engineering, Inc., 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 provides that a corporation has the power to indemnify any person who was or is a party or is threatened to be made a party to any proceeding, other than in an action by or on behalf of the corporation to obtain a favorable judgment for itself, because such person is or was an agent of the corporation (as defined in Section 317(a) of the California Corporation Code), against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with the proceeding, if the person acted in good faith and in a manner the person reasonably believed to be in the best interests of the corporation and, in the case of criminal proceedings, had no reasonable cause to believe that the conduct was unlawful. In the case of suits by or on behalf of a corporation to obtain a judgment in its favor, a corporation has the power to indemnify any person who was or is a party or is threatened to be made a party to such proceeding because such person is or was the corporation's agent, against expenses actually and reasonably incurred if the person acted in good faith in a manner the person believed to be in the best interests of the corporation and its shareholders, except that no such indemnification may be made for claims as to which the person shall have been adjudged to be liable to the corporation in the performance of that person's duty to the corporation, unless and then only to the extent a court determines otherwise.

The articles of incorporation of Composite Engineering, Inc., as amended, limit the liability of directors of the corporation for monetary damages to the fullest extent possible under California law. The bylaws of Composite Engineering, 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 Composite Engineering, 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 articles of incorporation of Henry Bros. Electronics, Inc. (CA), as amended, 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), as amended, 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 indemnification provisions of the bylaws are not exclusive of any other rights to which those indemnified may be entitled.

The articles of incorporation of each of Shadow I, Inc., Shadow II, Inc., and Kratos Integral Systems International, Inc., as amended, the amended and restated articles of incorporation of Kratos Technology & Training Solutions, Inc., and the second amended and restated articles of incorporation of Polexis, Inc., as amended, 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., as amended, 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 Kratos Integral Systems International, Inc., Shadow I, Inc. and Shadow II, Inc. provide that liability of the directors for monetary damages shall be eliminated to the fullest extent permissible under California law.

The bylaws of each of Polexis, Inc., as amended, 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 indemnification provisions of the bylaws are not exclusive of any other rights to which those indemnified may be entitled.

The articles of incorporation, as amended, and the bylaws of National Safe of California, 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 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 of SAT Corporation 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 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 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 through 7-109-110 of the Colorado Business Corporation Act (the "Act") grant the registrants' broad powers to indemnify any person in connection with legal proceedings brought against him by reason of his present or past status as an officer or director of the registrant, provided with respect to conduct in an official capacity with the registrant, the person acted in good faith and in a manner he reasonably believed to be in the best interests of the registrant, with respect to all other conduct, the person believed the conduct to be at least not opposed to the best interests of the registrant, and with respect to any criminal action or proceeding, the person had no reasonable cause to believe his conduct was unlawful. Indemnification is limited to reasonable expenses incurred in connection with the proceeding. No indemnification may be made (i) in connection with a proceeding by or in the right of the registrant in which the person was adjudged liable to the registrant; or (ii) in connection with any other proceedings charging that the person derived an improper personal benefit, whether or not involving action in an official capacity, in which proceeding the person was judged liable on the basis that he derived an improper personal benefit, unless and only to the extent the court in which such action was brought or another court of competent jurisdiction determines upon application that, despite such adjudication, but in view of all relevant circumstances, the person is fairly and reasonably entitled to indemnity for reasonable expenses as the court deems proper. In addition, to the extent that any such person is successful in the defense of any such legal proceeding, the registrant is required by the Act to indemnify him against reasonable expenses.

The articles of incorporation of Henry Bros. Electronics, Inc. (CO), as amended, 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. (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 board of directors of the registrant shall adopt from time to time bylaw provisions with respect to indemnification of directors, officers, employees, agents and other persons as deemed expedient and in the best interest of the registrant and to the extent permitted by law.

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 Systems Group, Inc., Gichner Systems International, Inc., Henry Bros. Electronics, Inc. (DE), Herley Industries, Inc., Herley-CTI, Inc., Herley-RSS, Inc., JMA Associates, Inc, KPSS Government Solutions, Inc., Kratos Defense & Rocket Support Services, Inc., Kratos Networks, Inc., Kratos Public Safety & Security Solutions, Inc., Kratos Unmanned Systems Solutions, Inc., MSI Acquisition Corp, Secureinfo Corporation and WFI NMC Corp. are incorporated under the laws of Delaware.

Section 145 of the DGCL grants each corporation organized thereunder the power to indemnify any person who is or was a director, officer, employee or agent of a corporation or enterprise, against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, other than an action by or in the right of the corporation, by reason of being or having been in any such capacity, if he acted in good faith in a manner 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.

Section 102(b)(7) of the DGCL enables a corporation in its certificate of incorporation or an amendment thereto to eliminate or limit the personal liability of a director to the corporation or its stockholders of monetary damages for violations of the directors' fiduciary duty of care, except (i) for any breach of the directors' duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law, (iii) pursuant to Section 174 of the DGCL (providing for liability of directors for unlawful payment of dividends or unlawful stock purchases or redemptions) or (iv) for any transaction from which a director derived an improper personal benefit.

The second amended and restated certificate of incorporation of each of AI Metrix, Inc., as amended, and the amended and restated certificate of incorporation of each of Digital Fusion, Inc., Henry Bros. Electronics, Inc. (DE), Gichner Systems International, Inc., as amended, Kratos Defense & Rocket Support Services, Inc., as amended, and JMA Associates, Inc., as amended, and the certificate of incorporation of each of Charleston Marine Containers, Inc., General Microwave Israel Corporation, Gichner Systems Group, Inc., as amended, Herley-CTI, Inc., as amended, Herley-RSS, Inc., Kratos Public Safety & Security Solutions, Inc., as amended, Kratos Networks, Inc., as amended, Kratos Unmanned Systems Solutions, Inc., as amended, MSI Acquisition Corp., WFI NMC Corp., and Secureinfo Corporation, and the restated certificate of incorporation of Herley Industries, Inc. exculpates the directors of each of these registrants from liability to the fullest extent permitted by the DGCL.

The organizational documents of all Delaware-incorporated registrants, except for Digital Fusion, Inc. and KPSS Government Solutions, Inc. obligate each of the registrants to indemnify their directors and officers to the fullest extent permitted under the DGCL. The amended and restated 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 Delaware Court of Chancery or such other court deems proper.

The bylaws and seconded amended and restated certificate of incorporation of AI Metrix, Inc., as amended, the amended and restated bylaws of Digital Fusion, Inc. and the bylaws of JMA Associates, Inc. obligate the registrant 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 registrants 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 certificate of incorporation of Kratos Networks, Inc., as amended, and the sixth amended and restated certificate of incorporation of Secureinfo Corporation, as amended, obligate the registrants to pay in advance of the final disposition of any proceeding the expenses 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 certificate of incorporation of Kratos Unmanned Systems Solutions, Inc., as amended, states that the indemnification 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; provided, however, that, except as provided in subsection b, the registrant shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the board of directors of the registrant. The right to indemnification is a contract right and includes the right to be paid by the registrant the expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that if the DGCL requires, the payment of such expenses incurred by a director or officer in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such person while a director or officer, including, without limitation, service to an employee benefit plan) in advance of the final disposition of a proceeding shall be made only upon delivery to the registrant of an undertaking to repay all amounts so advanced if it shall ultimately be determined that such director or officer is not entitled to be indemnified. The registrant may, by action of its board of directors, provide indemnification to employees and agents of the registrant with the same scope and effect as the foregoing indemnification of directors and officers.

The bylaws of each of AI Metrix, Inc., JMA Associates, Inc., Kratos Public Safety & Security 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 amended and restated 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. Also, the certificate of incorporation of each of Kratos Networks, Inc., as amended, and Kratos Unmanned Systems Solutions, Inc., as amended, and the sixth amended and restated certificate of incorporation of Secureinfo Corporation, as amended, provide that the registrant may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent 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 registrant would have the power to indemnify such person against such expense, liability or loss under the DGCL.

The bylaws of JMA Associates, 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.

The bylaws of each of General Microwave Israel Corporation, Henry Bros. Electronics, Inc. (DE), Herley Industries, Inc., Herley-CTI, Inc., Herley-RSS, Inc., Kratos Networks, Inc., MSI Acquisition Corp., and Secureinfo Corporation 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 AI Metrix, Inc., General Microwave Israel Corporation, Henry Bros. Electronics, Inc.

(DE), Herley Industries, Inc., Herley-CTI, Inc., Herley-RSS, Inc., Kratos Networks, Inc., MSI Acquisition Corp., and Secureinfo Corporation and of the certificate of incorporation of Kratos Unmanned Systems Solutions, Inc., as amended, 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 indemnification provisions in the articles of incorporation of Herley-CTI, Inc. and Herley-RSS, Inc. and the sixth amended and restated certificate of incorporation of Secureinfo Corporation, as amended, are not exclusive of any other rights to which those indemnified may be entitled.

Neither the Articles of Incorporation nor the Bylaws of KPSS Governmental Solutions, Inc. specifies the extent to which the corporation may indemnify its officers or directors.

(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 empowers a Delaware limited liability company to indemnify and hold harmless any member or manager of the limited liability company from and against any and all claims and demands whatsoever.

The restated 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 registrant 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 registrant 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 607.0831 of the Florida Business Corporation Act provides, among other things, that a director is not personally liable for monetary damages to a corporation or any other person for any statement, vote, decision, or failure to act, by the director, regarding corporate management or policy, unless the director breached or failed to perform his or her duties as a director and such breach or failure constitutes (a) 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; (b) a transaction from which the director derived an improper personal benefit; (c) a circumstance under which the liability provisions of Section 607.0834 of the Florida Business Corporation Act (relating to the liability of the directors for improper distributions) are applicable; (d) willful misconduct or a conscious disregard for the best interest of the corporation in the case of 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 stockholders; or (e) recklessness or an act or omission in bad faith or with malicious purpose or with wanton and willful disregard of human rights, safety or property, in a proceeding by or in the right of someone other than such corporation or a stockholder.

Section 607.0850 of the Florida Business Corporation Act authorizes, among other things, a corporation 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, officer, employee or agent of the corporation (or is or was serving at the request of the corporation in such a position for any entity) against liability incurred in connection with such proceedings, if he or she acted in good faith and in a manner reasonably believed to be in, or not opposed to, the best interests of the corporation and, with respect to criminal proceedings, had no reasonable cause to believe his or her conduct was unlawful.

The Florida Business Corporation Act requires that a director, officer or employee be indemnified for actual and reasonable expenses (including attorneys' fees) to the extent that he or she has been successful on the merits or otherwise in the defense of any proceeding. Florida law also allows expenses of defending a proceeding to be advanced by a corporation before the final disposition of the proceedings, provided that the officer, director or employee undertakes to repay such advance if it is ultimately determined that indemnification is not permitted.

The Florida Business Corporation Act states that the indemnification and advancement of expenses provided pursuant to Section 607.0850 is not exclusive and that indemnification may be provided by a corporation pursuant to other means, including agreements or bylaw provisions. Florida law prohibits indemnification or advancement of expenses, however, if a judgment or other final adjudication establishes that the actions of a director, officer or employee constitute (i) a violation of criminal law, unless he or she 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 such person derived an improper personal benefit; (iii) willful misconduct or conscious disregard for the best interests of the corporation in the case of a derivative action or a proceeding by or in the right of a stockholder, or (iv) in the case of a director, a circumstance under which the liability provisions of Section 607.0834 of the Florida Business Corporation Act (relating to the liability of directors for improper distributions) are applicable.

The articles of incorporation and 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 bylaws of Digital Fusion Solutions, Inc. provide that any person, his heirs, or personal representative, made, or threatened to be made, a party to any threatened, pending, or completed action or proceeding, whether civil, criminal, administrative, or investigative, because he is or was a

director, officer, employee, or agent of the registrant or serves or served any other corporation or other enterprise in any capacity at the request of the registrant, shall be indemnified by the registrant, and the registrant will advance his related expenses to the full extent permitted by Florida law. In discharging his duty, any director, officer, employee, or agent, when acting in good faith, may rely upon information, opinions, reports, or statements, including financial statements and other financial data, in each case prepared or presented by (1) one or more officers or employees of the registrant whom the director, officer, employee, or agent reasonably believes to be reliable and competent in the matters presented, (2) counsel, public accountants, or other persons as to matters that the director, officer, employee, or agent believes to be within that person's professional or expert competence, or (3) in the case of a director, a committee of the board of directors upon which he does not serve, duly designated according to law, as to matters within its designated authority, if the director reasonably believes that the committee is competent. The foregoing right of indemnification or reimbursement is exclusive of other rights to which the person, his heirs, or personal representatives may be entitled. The registrant may, upon the affirmative vote of a majority of its board of directors, purchase insurance, which may be for the benefit of all directors, officers, or employees.

The restated articles of incorporation of Micro Systems, Inc., as amended, 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.

Section 14-2-851(a) of the Georgia Business Corporation Code (the "GBCC") provides that a corporation may indemnify an individual who is party to a proceeding because he or she is or was a director against liability incurred in the proceeding if: (i) such individual conducted himself or herself in good faith; and (ii) such individual reasonably believed (a) in the case of conduct in his or her official capacity, that such conduct was in the best interests of the corporation, (b) in all other cases, that such conduct was at least not opposed to the best interests of the corporation, and (c) in the case of any criminal proceeding, that the individual had no reasonable cause to believe that such conduct was unlawful. Section 14-2-851(d) of the GBCC provides that a corporation may not indemnify a director 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 of conduct, or 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. Notwithstanding the foregoing, pursuant to Section 14-2-854 of the GBCC, a court may order a corporation to indemnify a director if such court determines, in view of all the relevant circumstances, that it is fair and reasonable to indemnify or

advance expenses to the director, even if the director has not met the relevant standard of conduct set forth in subsections (a) and (b) of Section 14-2-851 of the GBCC, failed to comply with Section 14-2-853 of the GBCC, or was adjudged liable in a proceeding referred to in paragraph (1) or (2) of Section 14-2-851(d) of the GBCC but if the director was adjudged so liable, the indemnification shall be limited to reasonable expenses incurred in connection with the proceeding.

Section 14-2-852 of the GBCC provides that a corporation shall indemnify a 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 14-2-857 of the GBCC provides that a corporation may indemnify and advance expenses to an officer of the corporation who is a party to a proceeding because he or she is an officer of the corporation to the same extent as a director. If the officer is not a director (or if the officer is a director but the sole basis on which he or she is made a party to the proceeding is an act or omission solely as an officer), the corporation may also indemnify and advance expenses to such officer to such further extent as may be provided by the articles of incorporation or the bylaws of the corporation, by a resolution of the board of directors of the corporation, or by contract, except for liability arising out of conduct that constitutes: (i) the appropriation, in violation of their duties, of any business opportunity of the corporation; (ii) acts or omissions which involve intentional misconduct or a knowing violation of law; (iii) the types of liability set forth in Section 14-2-832 of the GBCC; or (iv) receipt of an improper personal benefit. An officer of a corporation who is not a director is entitled to mandatory indemnification under Section 14-2-852 of the GBCC may apply to a court under Section 14-2-854 of the GBCC for indemnification or advances, in each case to the same extent to which a director may be entitled to indemnification under those provisions. Finally, a corporation may also indemnify an employee or agent who is not a director to the extent, consistent with public policy, that may be provided by its articles of incorporation or bylaws, by general or specific action by its board of directors or by contract.

The amended and restated articles of incorporation and the amended and restated bylaws of Kratos Southeast, Inc. exculpate the directors from liability for monetary damages to the fullest extent permitted by Georgia law.

The amended and restated 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 amended and restated 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 GBCC 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.

Chapter 37 of the Indiana Corporation Law ("INCL") states that a corporation may indemnify an individual made a party to a proceeding because the individual is or was a director against liability incurred in the proceeding if the individual's conduct was in good faith, the individual reasonably believed, 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, in the case of any criminal proceeding, the individual either had reasonable cause to believe the individual's conduct was lawful or 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 was 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. A corporation may pay for or reimburse the reasonable expenses incurred by a director who is a party to a proceeding in advance of final disposition of the proceeding if the director furnishes the corporation a written affirmation of the director's good faith belief that the director has met the standard of conduct described in the INCL, the director furnishes the corporation a written undertaking, executed personally or on the director's behalf, to repay the advance if it is ultimately determined that the director did not meet the standard of conduct and a determination is made that the facts then known to those making the determination would not preclude indemnification under the law. A corporation may not indemnify a director unless authorized in the specific case after a determination has been made that indemnification of the director is permissible in the circumstances because the director has met the standard of conduct set forth under the law. The determination shall be made by the board of directors by majority vote of a quorum consisting of directors not at the time parties to the proceeding, or by the other methods specified in Chapter 37 of the INCL.

The indemnification and advance for expenses provided for or authorized by the INCL does not exclude any other rights to indemnification and advance for expenses that a person may have under a corporation's articles of incorporation, bylaws or certain other duly authorized agreements.

The fourth amended and restated articles of incorporation of Haverstick Consulting, Inc., as amended, and the articles of incorporation of 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 amended and restated bylaws of Haverstick Consulting, Inc. and the bylaws of HGS Holdings, Inc. both 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.

Chapter 2 of the Indiana Business Flexibility Act provides that, subject to any standards and restrictions set forth in a company's operating agreement, a limited liability company may indemnify and hold harmless any member, manager, agent or employee from and against any and all claims and demands, unless the action or failure to act for which indemnification is sought constitutes willful misconduct or recklessness.

The amended and restated operating agreement of Rocket Support Services, LLC provides that the registrant is obligated to indemnify the manager and any officer of the registrant 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) Carlsbad ISI, Inc. and Reality Based IT Services, Ltd. are incorporated under the laws of Maryland.

The Maryland General Corporation Law ("MGCL") permits a corporation to indemnify its present and former directors and officers, among others, against judgments, penalties, fines, settlements and reasonable expenses actually incurred by them in connection with any proceeding to which they may be a party by reason of their service in those or other capacities unless it is established that (a) the act or omission of the director or officer was material to the matter giving rise to the proceeding and (i) was committed in bad faith or (ii) was a result of active and deliberate dishonesty, (b) the director or officer actually received an improper personal benefit in money, property or services or (c) in the case of any criminal proceeding, the director or officer had reasonable cause to believe that the act or omission was unlawful. However, a Maryland corporation may not indemnify for an adverse judgment in a suit by or in the right if the corporation or if the director or officer was adjudged to be liable to the corporation nor may a director be indemnified in circumstances in which the director is found liable for an improper personal benefit. Additionally, the MGCL permits a corporation to include in its charter any provision expanding or limiting the liability of its directors and officers to the corporation or its stockholders for money damages, so long as such provision does not restrict or limit the liability of its directors or officers to the corporation or its stockholders (1) to the extent that it is proved that the person actually received an improper benefit or profit in money, property, or services for the amount of the benefit or profit in money, property, or services actually received, or (2) to the extent that a judgment or other final adjudication adverse to the person is entered in a proceeding based on a finding in the proceeding that the person's action, or failure to act, was the result of active and deliberate dishonesty and was material to the cause of action adjudicated in the proceeding.

The articles of incorporation, as amended, and the amended and restated 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 incorporation of Carlsbad ISI, Inc., as amended, provide that the registrant shall indemnify (A) its directors and officers, whether serving the registrant or at its request any other entity, to the full extent required or permitted by Maryland law, 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 registrant's bylaws and be permitted by law. The foregoing rights of indemnification are exclusive of any other rights to which those seeking indemnification may be entitled. The board of directors can 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 articles of incorporation would limit or eliminate the right to indemnification provided hereunder with respect to acts or omissions occurring prior to such amendment or repeal.

The bylaws of Carlsbad ISI, Inc., as amended, obligate the registrant to 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 of the registrant, 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 is not deemed exclusive of any other rights to which those indemnified may be entitled and will continue as to a person who has ceased to be a director, officer, employee or agent and will inure to the benefit of the heirs and personal representatives of such a person.

(b) Kratos Integral Holdings, LLC is a limited liability company organized under the laws of Maryland.

Section 4A-203 of the Maryland Limited Liability Company Act permits a Maryland limited liability company 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 amended and restated operating agreement of Kratos Integral Holdings, LLC, provides that the Member, which is Kratos Defense & Security Solutions, Inc., and any officers appointed by the Member, shall not be liable, responsible, or accountable, in damages or otherwise, to the registrant for any act performed by the Member, or by an officer appointed by the Member, except for fraud, gross negligence, or an intentional breach of the Operating Agreement. The registrant 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 the Operating Agreement, each present and former officer, director or employee of Integral Systems, Inc., a Maryland corporation (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 (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 MIS 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 registrant for a period of six years from the Effective Time. Any indemnity shall be provided out of and to the extent of the assets of the registrant only.

Nevada Registrant: LVDM, Inc.

Chapter 78 of the Nevada Revised Statutes ("NRS") allows directors and officers to be indemnified against liabilities they may incur while serving in such capacities. Under the applicable

statutory provisions, the registrant may indemnify its directors or officers who were or are a party or are threatened to be 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 they are or were directors or officers of the corporation, or are or were serving at the request of the corporation as directors or officers 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 them in connection with the action, suit, or proceeding, unless it is ultimately determined by a court of competent jurisdiction that they breached their fiduciary duties by intentional misconduct, fraud, or a knowing violation of law or did not act in good faith and in a manner which they 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 their conduct was unlawful. In addition, the applicable statutory provisions mandate that the registrant indemnify its directors and officers who have been successful on the merits or otherwise in defense of any action, suit, or proceeding against expenses, including attorneys' fees, actually and reasonably incurred by them in connection with the defense. The registrant may include a provision in the Articles of Incorporation or bylaws requiring it to advance expenses incurred by directors or officers in defending any such action, suit, or proceeding upon receipt of written confirmation from such officers or directors that they have met certain standards of conduct and an undertaking by or on behalf of such officers or directors to repay such advances if it is ultimately determined that they are not entitled to indemnification by the registrant.

The articles of incorporation of LVDM, Inc., as amended, 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(2) of the New Jersey Annotated Statutes authorizes a New Jersey corporation to indemnify a corporate agent, which includes directors and officers, against his expenses and liabilities in connection with any proceeding involving the corporate agent by reason of his being or having been such a corporate agent, other than a proceeding by or in the right of the corporation, if (a) such corporate agent 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 (b) with respect to any criminal proceeding, such corporate agent had no reasonable cause to believe his conduct was unlawful.

Under Section 14A:3-5(3) of the New Jersey Annotated Statutes, a New Jersey corporation has the power to indemnify a corporate agent against his expenses in connection with any proceeding by or in the right of the corporation to procure a judgment in its favor which involves the corporate agent by reason of his being or having been such corporate agent, 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. However, in such proceeding no indemnification shall be provided in respect of any claim, issue or matter as to which such corporate agent shall have been adjudged to be liable to the corporation, unless and only to the extent that the New Jersey Superior Court or the court in which such proceeding was brought shall determine upon application that despite the adjudication of liability, but in view of all circumstances of the case, such corporate agent is fairly and reasonably entitled to indemnity for such expenses as the New Jersey Superior Court or such other court shall deem proper.

A New Jersey corporation shall indemnify a corporate agent against expenses to the extent such corporate agent has been successful on the merits or otherwise in any proceeding referred to in Sections 14A:3-5(2) and 14A:3-5(3) or in defense of any claim, issue or matter therein.

The articles of incorporation of Henry Bros. Electronics, Inc. (NJ), as amended, 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. The certificate of incorporation of Airorlite Communications, Inc., as amended, are silent with respect to exculpation of directors from liability for monetary damages and indemnification by the registrant of its directors and officers.

New York Registrants:

(a) Diversified Security Solutions, Inc. and General Microwave Corporation are incorporated under the laws of New York.

Section 721 of the New York Business Corporation Law (the "NYBCL") provides that, in addition to indemnification provided in Article 7 of the NYBCL, a corporation may indemnify a director or officer by a provision contained in the certificate of incorporation or by-laws or by a duly authorized resolution of its shareholders or directors or by agreement, 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 material to the cause of action, or that such director or officer personally gained, in fact, a financial profit or other advantage to which he was not legally entitled.

Section 722(a) of the NYBCL provides that a corporation may indemnify a director or officer made, or threatened to be made, a party to any action other than a derivative action, whether civil or criminal, 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, for a purpose which he reasonably believed to be in, or not opposed to, the best interests of the corporation and, in criminal actions or proceedings, in addition, had no reasonable cause to believe It his conduct was unlawful.

Section 722(c) of the NYBCL provides that a corporation may indemnify a director or officer made, or threatened to be made, a party in a derivative action, against amounts paid in settlement and reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense or settlement of such action or in connection with an appeal therein if such director or officer acted in good faith, for a purpose which he reasonably believed to be in, or not opposed to, the best interests of the corporation, except that no indemnification will be available under Section 722(c) of the NYBCL in respect of a threatened action, or a pending action which is settled or otherwise disposed of, or any claim, issue or matter as to which such director or officer shall have been adjudged to be liable to the corporation, unless and only to the extent that the court in which the action was brought, or, if no action was brought, any court of competent jurisdiction, determines, upon application, that, in view of all the circumstances of the case, the director or officer is fairly and reasonably entitled to indemnity for such portion of the settlement amount and expenses as the court deems proper.

Section 723 of the NYBCL specifies the manner in which payment of indemnification under Section 722 of the NYBCL or indemnification permitted under Section 721 of the NYBCL may be authorized by the corporation. Section 723 of the NYBCL also provides that the indemnification provided for in Section 722 of the NYBCL is mandatory in any case in which the director or officer has been successful, whether on the merits or otherwise, in defending an action. In the event that the director or officer has not been successful or the action is settled, indemnification must be authorized by the appropriate corporate action as set forth in Section 723 of the NYBCL. Section 724 of the NYBCL provides that, upon application by a director or officer, indemnification may be awarded by a court to the extent authorized. Sections 722 and 723 of the NYBCL contain certain other provisions affecting the indemnification of directors and officers.

Section 725(a) of the NYBCL provides that expenses advanced by the corporation pursuant to Section 723 of the NYBCL or allowed by a court pursuant to Section 724 of the NYBCL shall be repaid if the recipient is ultimately found not to be entitled to indemnification or, where indemnification is granted, to the extent the expenses so advanced by the corporation or allowed by the court exceed the indemnification to which he is entitled.

Section 726 of the NYBCL authorizes the purchase and maintenance of insurance to indemnify (i) a corporation for any obligation which it incurs as a result of the indemnification of directors and officers under the provisions of Article 7 of the NYBCL, (ii) directors and officers in instances in which they may be indemnified by the corporation under the provisions of Article 7 of the NYBCL, and (iii) directors and officers in instances in which they may not otherwise be indemnified by the corporation under the provisions of Article 7 of the NYBCL, provided that the contract of insurance covering such directors and officers provides, in a manner acceptable to the New York State Superintendent of Insurance, for a retention amount and for co-insurance.

Section 402(b) of the NYBCL provides that a corporation's certificate of incorporation may eliminate or limit the personal liability of directors to the corporation or its shareholders for damages for any breach of duty in such capacity, provided that no such provision shall eliminate or limit the liability of any director if a judgment or other final adjudication adverse to him establishes that his acts or omissions were in bad faith or involved intentional misconduct or a knowing violation of law or that he personally gained in fact a financial profit or other advantage to which he was not legally entitled or that his acts violated or in certain other instances.

The certificate of incorporation of Diversified Security Solutions, Inc. provides that no director of the registrant shall be personally liable to the registrant or its stockholders for damages for any breach of duty in such capacity except where a judgment or other final adjudication adverse to said director establishes that the director's acts or omissions were in bad faith or involved intentional misconduct or a knowing violation of law or that said director personally gained a financial profit or other advantage

to which he was not entitled, or the director's acts violated Section 719 of the New York Business Corporation Law.

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, as amended, 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 indemnification provisions of the certificate of incorporation of General Microwave Corporation, as amended, are not exclusive of any other rights to which such director, officer, employee, or agent may be entitled under any bylaw, agreement, vote of shareholders or disinterested directors, or otherwise.

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.

(b) BSC Partners, LLC

Under Section 202(k) of the New York Limited Liability Company Law (the "NYLLCL"), unless the articles of organization provide otherwise and subject to any limitations provided in the NYLLCL or any other law of the State of New York, a limited liability company may indemnify a member or manager.

Under Section 420 of the NYLLCL, subject to the standards and restrictions, if any, set forth in its operating agreement, a limited liability company may, and shall have the power to, indemnify and hold harmless, and advance expenses to, any member, manager or any testator or intestate of such member or manager from and against any and all claims and demands whatsoever; provided, however, that no indemnification may be made to or on behalf of any member or manager if a judgment or other final adjudication adverse to such member or manager establishes (a) that his or her 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 (b) that he or she personally gained in fact a financial profit or other advantage to which he or she was not legally entitled.

The amended and restated operating agreement of BSC Partners, LLC provides that the registrant, with the consent of the sole member, Kratos Technology & Training Solutions, Inc., is obligated to indemnify any person in connection with any and all claims and demands whatsoever to the fullest extent permitted under the Act.

Ohio Registrant: Haverstick Government Solutions, Inc. is incorporated under the laws of Ohio.

Section 1701.13(E) of the Ohio General Corporation Law (the "OGCL") 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 action, suit, or proceeding, whether civil, criminal, administrative, or investigative, other than an action by or in the right of the corporation, by reason of the fact that he 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, trustee, officer, employee, member, manager, or agent of another corporation, domestic or foreign, nonprofit or for profit, a limited liability company, or a partnership, joint venture, trust, or other enterprise, against expenses, including attorney's fees, judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or 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, if he had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act 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, he had reasonable cause to believe that his conduct was unlawful.

A corporation may also 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 action or suit by or in the right of the corporation to procure a judgment in its favor, by reason of the fact that he 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, trustee, officer, employee, member, manager, or agent of another corporation, domestic or foreign, nonprofit or for profit, a limited liability company, or a partnership, joint venture, trust, or other enterprise, against expenses, including attorney's fees, actually and reasonably incurred by him in connection with the defense or settlement of such action or suit, 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, except that no indemnification shall be made in respect of any of the following: (i) any claim, issue, or matter as to which such person is 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 of common pleas or the court in which such action or suit was brought determines, upon application, that, despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as the court of common pleas or such other court shall deem proper; (ii) any action or suit in which the only liability asserted against a director is pursuant to section 1701.95 of the OGCL.

The regulations 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.

Texas Registrants:

(a) Kratos Texas, Inc. is incorporated under the laws of Texas.

Section 8.051 of the Texas Business Organizations Code (the "TBOC") applies to each form of entity in Texas and states that: (a) An enterprise shall indemnify a governing person, former governing person, or delegate against reasonable expenses actually incurred by the person in connection with a proceeding in which the person is a respondent because the person is or was a governing person or delegate if the person is wholly successful, on the merits or otherwise, in the defense of the proceeding. (b) A court that determines, in a suit for indemnification, that a governing person, former governing person, or delegate is entitled to indemnification under this section shall order indemnification and award to the person the expenses incurred in securing the indemnification.

Section 8.052 states that (a) On application of a governing person, former governing person, or delegate and after notice is provided as required by the court, a court may order an enterprise to indemnify the person to the extent the court determines that the person is fairly and reasonably entitled to indemnification in view of all the relevant circumstances. (b) This section applies without regard to whether the governing person, former governing person, or delegate applying to the court satisfies the requirements of Section 8.101 or has been found liable: (1) to the enterprise; or (2) because the person improperly received a personal benefit, without regard to whether the benefit resulted from an action taken in the person's official capacity. (c) The indemnification ordered by the court under this section is limited to reasonable expenses if the governing person, former governing person, or delegate is found liable: (1) to the enterprise; or (2) because the person improperly received a personal benefit, without regard to whether the benefit resulted from an action taken in the person's official capacity.

Section 8.101 states that (a) An enterprise may indemnify a governing person, former governing person, or delegate who was, is, or is threatened to be made a respondent in a proceeding to the extent permitted by Section 8.102 if it is determined in accordance with Section 8.103 that: (1) the person: (A) acted in good faith; (B) reasonably believed: (i) in the case of conduct in the person's official capacity, that the person's conduct was in the enterprise's best interests; and (ii) in any other case, that the person's conduct was not opposed to the enterprise's best interests; and (C) in the case of a criminal proceeding, did not have a reasonable cause to believe the person's conduct was unlawful; (2) with respect to expenses, the amount of expenses other than a judgment is reasonable; and (3) indemnification should be paid. (b) Action taken or omitted by a governing person or delegate with respect to an employee benefit plan in the performance of the person's duties for a purpose reasonably believed by the person to be in the interest of the participants and beneficiaries of the plan is for a purpose that is not opposed to the best interests of the enterprise. (c) Action taken or omitted by a delegate to another enterprise for a purpose reasonably believed by the delegate to be in the interest of the other enterprise or its owners or members is for a purpose that is not opposed to the best interests of the enterprise. (d) A person does not fail to meet the standard under Subsection (a)(1) solely because of the termination of a proceeding by: (1) judgment; (2) order; (3) settlement; (4) conviction; or (5) a plea of nolo contendere or its equivalent.

Section 8.102 states that (a) Subject to Subsection (b), an enterprise may indemnify a governing person, former governing person, or delegate against: (1) a judgment; and (2) expenses, other than a judgment, that are reasonable and actually incurred by the person in connection with a proceeding. (b) Indemnification under this subchapter of a person who is found liable to the enterprise or is found liable because the person improperly received a personal benefit: (1) is limited to reasonable expenses actually incurred by the person in connection with the proceeding; (2) does not include a judgment, a penalty, a fine, and an excise or similar tax, including an excise tax assessed against the person with

respect to an employee benefit plan; and (3) may not be made in relation to a proceeding in which the person has been found liable for: (A) willful or intentional misconduct in the performance of the person's duty to the enterprise; (B) breach of the person's duty of loyalty owed to the enterprise; or (C) an act or omission not committed in good faith that constitutes a breach of a duty owed by the person to the enterprise. (c) A governing person, former governing person, or delegate is considered to have been found liable in relation to a claim, issue, or matter only if the liability is established by an order, including a judgment or decree of a court, and all appeals of the order are exhausted or foreclosed by law.

The articles of incorporation of Kratos Texas, Inc., as amended, 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., as amended, 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.

The relevant sections of the Texas Business Organizations Code (the "TBOC") referenced above may apply equally to partnerships to the extent they provide as such in their organizational documents.

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., Kratos Systems and Solutions, Inc., Stapor Research, Inc. and Avtec Systems, Inc. are incorporated under the laws of Virginia.

Under Sections 13.1-697 and 13.1-702 of the Virginia Stock Corporation Act (the "Act"), a Virginia corporation generally is authorized to indemnify its directors and officers in civil and criminal actions if they acted in good faith and believed their conduct to be in the best interests of the corporation and, in the case of criminal actions, had no reasonable cause to believe that the conduct was unlawful. In addition, the Act caps the liability for monetary damages of a director or officer in a shareholder or derivative proceeding, and allows a corporation to provide complete indemnity for such actions if the indemnity is specified in the articles of incorporation or, if approved by the shareholders, in the bylaws. This elimination of liability will not apply in the event of willful misconduct or a knowing violation of criminal law or any federal or state securities law. Sections 13.1-692.1 and 13.1-696 through 704 of the Act are incorporated into this paragraph by reference.

The amended and restated 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 bylaws of Defense System, Inc. is 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 of DTI Associates, Inc., as amended, 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 Stapor Research, Inc. is 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 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 bylaws of Avtec Systems, 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 Avtec Systems, 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 Kratos Systems and Solutions, Inc., as amended, 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 Kratos Systems and Solutions, 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 Kratos Systems and Solutions, 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.

Item 21. ***Exhibits and Financial Data Schedules***

(a) Exhibits

See Exhibit Index

(b) Financial Statement Schedules

Item 22. ***Undertakings***

(a) Each of the undersigned co-registrants hereby undertakes:

(1) To file, during any period in 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;

(2) That, for the purpose 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; and

(3) 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.

(4) That, for the purpose 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.

(5) 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: The undersigned registrant 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.(b) The undersigned registrant hereby undertakes to respond to requests for information that is incorporated by reference into the prospectus pursuant to Item 4, 10(b), 11 or 13 of this S-4, within one business day of receipt of such request, and to send the incorporated documents by first class mail or 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.

(c) The undersigned registrant hereby undertakes 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.

(d) Insofar as indemnification for liabilities arising under 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 informed that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act of 1933 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 of 1933 and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, 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 August 20, 2014.

KRATOS DEFENSE & SECURITY SOLUTIONS, INC.

By: /s/ DEBORAH S. BUTERA

Deborah S. Butera
Senior Vice President, General Counsel/Registered In-House Counsel, Chief Compliance Officer and Secretary

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each of the undersigned constitutes and appoints each of Eric M. DeMarco and Deborah Butera, or either of them, each acting alone, his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for such person and in his name, place and stead, in any and all capacities, to sign this Registration Statement on Form S-4 (including all pre-effective and post-effective amendments and registration statements), and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, each acting alone, 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 might or could do in person, hereby ratifying and confirming that any such attorney-in-fact and agent, or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons on behalf of the Registrant and 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)	August 20, 2014
/s/ DEANNA H. LUND Deanna H. Lund	Executive Vice President and Chief Financial Officer (Principal Financial Officer)	August 20, 2014
/s/ RICHARD DUCKWORTH Richard Duckworth	Vice President and Corporate Controller (Principal Accounting Officer)	August 20, 2014

Signature	Title	Date
/s/ SCOTT I. ANDERSON Scott I. Anderson	Director	August 20, 2014
/s/ BRANDEL L. CARANO Brandel L. Carano	Director	August 20, 2014
/s/ WILLIAM A. HOGLUND William A. Hoglund	Director	August 20, 2014
/s/ SCOT B. JARVIS Scot B. Jarvis	Director	August 20, 2014
/s/ JANE E. JUDD Jane E. Judd	Director	August 20, 2014
/s/ SAMUEL N. LIBERATORE Samuel N. Liberatore	Director	August 20, 2014

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, 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 August 20, 2014.

KRATOS PUBLIC SAFETY & SECURITY SOLUTIONS, INC. (DE)

KPSS GOVERNMENT SOLUTIONS, INC. (DE)

KRATOS SOUTHEAST, INC. (GA)

KRATOS TEXAS, INC. (TX)

WFI NMC CORP. (DE)

HENRY BROS. ELECTRONICS, INC. (DE)

DIVERSIFIED SECURITY SOLUTIONS, INC. (NY)

HENRY BROS. ELECTRONICS, INC. (NJ)

HENRY BROS. ELECTRONICS, INC. (CA)

AIROLITE COMMUNICATIONS, INC. (NJ)

HENRY BROS. ELECTRONICS, INC. (CO)

NATIONAL SAFE OF CALIFORNIA, INC. (CA)

AI METRIX, INC. (DE)

POLEXIS, INC. (CA)

REALITY BASED IT SERVICES, LTD. (MD)

SHADOW I, INC. (CA)

SHADOW II, INC. (CA)

KRATOS INTEGRAL SYSTEMS INTERNATIONAL, INC. (CA)

DEI SERVICES CORPORATION (FL)

SECUREINFO CORPORATION (DE)

KRATOS NETWORKS, INC.

KRATOS SYSTEMS AND SOLUTIONS, INC.(VA)

AVTEC SYSTEMS, INC. (VA)

LVDM, INC. (NV)

SAT CORPORATION (CA)

REAL TIME LOGIC, INC. (CO)

CARLSBAD ISI, INC.

KRATOS UNMANNED SYSTEMS SOLUTIONS, INC. (DE)

GIRCHNER SYSTEMS GROUP, INC. (DE)

GIRCHNER SYSTEMS INTERNATIONAL, INC. (DE)

CHARLESTON MARINE CONTAINERS INC. (DE)

HERLEY INDUSTRIES, INC. (DE)

GENERAL MICROWAVE CORPORATION (NY)

GENERAL MICROWAVE ISRAEL CORPORATION (DE)

HERLEY-CTI, INC. (DE)

HERLEY-RSS, INC. (DE)

STAPOR RESEARCH, INC. (VA)

MSI ACQUISITION CORP. (DE)

MICRO SYSTEMS, INC. (FL)

COMPOSITE ENGINEERING, INC. (CA)

DIGITAL FUSION, INC. (DE)

DIGITAL FUSION SOLUTIONS, INC. (FL)

SUMMIT RESEARCH CORPORATION (AL)

MADISON RESEARCH CORPORATION (AL)

DEFENSE SYSTEMS, INCORPORATED (VA)

HAVERSTICK CONSULTING, INC. (IN)

HGS HOLDINGS, INC. (IN)

HAVERSTICK GOVERNMENT SOLUTIONS, INC.(OH)

DTI ASSOCIATES, INC. (VA)

By: /s/ ERIC M. DEMARCO

Eric M. DeMarco
President, Chief Executive Officer and Director

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each of the undersigned constitutes and appoints each of Eric M. DeMarco and Deborah Butera, or either of them, each acting alone, his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for such person and in his name, place and stead, in any and all capacities, to sign this Registration Statement on Form S-4 (including all pre-effective and post-effective amendments and registration statements), and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, each acting alone, 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 might or could do in person, hereby ratifying and confirming that any such attorney-in-fact and agent, or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons on behalf of the Registrant and 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)	August 20, 2014
/s/ DEANNA H. LUND Deanna H. Lund	Executive Vice President, Chief Financial Officer and Director (Principal Financial Officer)	August 20, 2014
/s/ RICHARD DUCKWORTH Richard Duckworth	Corporate Controller (Principal Accounting Officer)	August 20, 2014
/s/ MICHAEL W. FINK Michael W. Fink	Director	August 20, 2014

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, 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 August 20, 2014.

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 each of the undersigned constitutes and appoints each of Eric M. DeMarco and Deborah Butera, or either of them, each acting alone, his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for such person and in his name, place and stead, in any and all capacities, to sign this Registration Statement on Form S-4 (including all pre-effective and post-effective amendments and registration statements), and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, each acting alone, 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 might or could do in person, hereby ratifying and confirming that any such attorney-in-fact and agent, or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons on behalf of the Registrant and 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.	August 20, 2014
/s/ DEANNA H. LUND Deanna H. Lund	Executive Vice President and Chief Financial Officer of registrant (Principal Financial Officer) Director of Kratos Texas, Inc.	August 20, 2014
/s/ RICHARD DUCKWORTH Richard Duckworth	Corporate Controller of registrant (Principal Accounting Officer) Director of Kratos Texas, Inc.	August 20, 2014
/s/ MICHAEL W. FINK Michael W. Fink	Director of Kratos Texas, Inc.	August 20, 2014

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, 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 August 20, 2014.

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 each of the undersigned constitutes and appoints each of Eric M. DeMarco and Deborah Butera, or either of them, each acting alone, his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for such person and in his name, place and stead, in any and all capacities, to sign this Registration Statement on Form S-4 (including all pre-effective and post-effective amendments and registration statements), and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, each acting alone, 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 might or could do in person, hereby ratifying and confirming that any such attorney-in-fact and agent, or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons on behalf of the Registrant and 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.	August 20, 2014
/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.	August 20, 2014
/s/ RICHARD DUCKWORTH Richard Duckworth	Corporate Controller (Principal Accounting Officer) Director of Henry Bros. Electronics, Inc.	August 20, 2014
/s/ MICHAEL W. FINK Michael W. Fink	Director of Henry Bros. Electronics, Inc.	August 20, 2014

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, 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 August 20, 2014.

KRATOS TECHNOLOGY & TRAINING 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 each of the undersigned constitutes and appoints each of Eric M. DeMarco and Deborah Butera, or either of them, each acting alone, his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for such person and in his name, place and stead, in any and all capacities, to sign this Registration Statement on Form S-4 (including all pre-effective and post-effective amendments and registration statements), and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, each acting alone, 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 might or could do in person, hereby ratifying and confirming that any such attorney-in-fact and agent, or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons on behalf of the Registrant and 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)	August 20, 2014
/s/ DEANNA H. LUND Deanna H. Lund	Executive Vice President and Chief Financial Officer and Director (Principal Financial Officer)	August 20, 2014
/s/ RICHARD DUCKWORTH Richard Duckworth	Corporate Controller (Principal Accounting Officer)	August 20, 2014
/s/ SCOTT I. ANDERSON Scott I. Anderson	Director	August 20, 2014

Signature	Title	Date
/s/ DEBORAH BUTERA Deborah Butera	Director	August 20, 2014
/s/ BANDEL CARANO Bandel Carano	Director	August 20, 2014
/s/ SCOT B. JARVIS Scot B. Jarvis	Director	August 20, 2014
/s/ JANE E. JUDD Jane E. Judd	Director	August 20, 2014

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, 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 August 20, 2014.

BSC PARTNERS, LLC

By: Its Sole Member

KRATOS TECHNOLOGY & TRAINING SOLUTIONS, 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 each of the undersigned constitutes and appoints each of Eric M. DeMarco and Deborah Butera, or either of them, each acting alone, his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for such person and in his name, place and stead, in any and all capacities, to sign this Registration Statement on Form S-4 (including all pre-effective and post-effective amendments and registration statements), and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, each acting alone, 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 might or could do in person, hereby ratifying and confirming that any such attorney-in-fact and agent, or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons on behalf of the Registrant and in the capacities and on the dates indicated.

Signature	Title	Date
/s/ ERIC M. DEMARCO Eric M. DeMarco	President, Chief Executive Officer of registrant (Principal Executive Officer) Director of Kratos Technology & Training Solutions, Inc.	August 20, 2014
/s/ DEANNA H. LUND Deanna H. Lund	Executive Vice President and Chief Financial Officer of registrant (Principal Financial Officer) Director of Kratos Technology & Training Solutions, Inc.	August 20, 2014

Signature	Title	Date
/s/ RICHARD DUCKWORTH Richard Duckworth	Corporate Controller of registrant (Principal Accounting Officer)	August 20, 2014
/s/ SCOTT I. ANDERSON Scott I. Anderson	Director of Kratos Technology & Training Solutions, Inc.	August 20, 2014
/s/ DEBORAH BUTERA Deborah Butera	Director of Kratos Technology & Training Solutions, Inc.	August 20, 2014
/s/ BANDEL CARANO Bandel Carano	Director of Kratos Technology & Training Solutions, Inc.	August 20, 2014
/s/ SCOT B. JARVIS Scot B. Jarvis	Director of Kratos Technology & Training Solutions, Inc.	August 20, 2014
/s/ JANE E. JUDD Jane E. Judd	Director of Kratos Technology & Training Solutions, Inc.	August 20, 2014

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, 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 August 20, 2014.

KRATOS INTEGRAL HOLDINGS, 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 each of the undersigned constitutes and appoints each of Eric M. DeMarco and Deborah Butera, or either of them, each acting alone, his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for such person and in his name, place and stead, in any and all capacities, to sign this Registration Statement on Form S-4 (including all pre-effective and post-effective amendments and registration statements), and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, each acting alone, 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 might or could do in person, hereby ratifying and confirming that any such attorney-in-fact and agent, or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons on behalf of the Registrant and 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.	August 20, 2014
/s/ DEANNA H. LUND Deanna H. Lund	Executive Vice President and Chief Financial Officer of registrant (Principal Financial Officer)	August 20, 2014

Signature	Title	Date
/s/ RICHARD DUCKWORTH Richard Duckworth	Corporate Controller of registrant (Principal Accounting Officer)	August 20, 2014
/s/ SCOTT I. ANDERSON Scott I. Anderson	Director of Kratos Defense & Security Solutions, Inc.	August 20, 2014
/s/ BRANDEL L. CARANO Brandel L. Carano	Director of Kratos Defense & Security Solutions, Inc.	August 20, 2014
/s/ WILLIAM A. HOGLUND William A. Hoglund	Director of Kratos Defense & Security Solutions, Inc.	August 20, 2014
/s/ SCOT B. JARVIS Scot B. Jarvis	Director of Kratos Defense & Security Solutions, Inc.	August 20, 2014
/s/ JANE E. JUDD Jane E. Judd	Director of Kratos Defense & Security Solutions, Inc.	August 20, 2014
/s/ SAMUEL N. LIBERATORE Samuel N. Liberatore	Director of Kratos Defense & Security Solutions, Inc.	August 20, 2014

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, 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 August 20, 2014.

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 each of the undersigned constitutes and appoints each of Eric M. DeMarco and Deborah Butera, or either of them, each acting alone, his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for such person and in his name, place and stead, in any and all capacities, to sign this Registration Statement on Form S-4 (including all pre-effective and post-effective amendments and registration statements), and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, each acting alone, 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 might or could do in person, hereby ratifying and confirming that any such attorney-in-fact and agent, or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons on behalf of the Registrant and 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.	August 20, 2014
/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.	August 20, 2014
/s/ RICHARD DUCKWORTH Richard Duckworth	Corporate Controller of registrant (Principal Accounting Officer)	August 20, 2014
/s/ MICHAEL W. FINK Michael W. Fink	Director of Charleston Marine Containers, Inc.	August 20, 2014

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, 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 August 20, 2014.

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 each of the undersigned constitutes and appoints each of Eric M. DeMarco and Deborah Butera, or either of them, each acting alone, his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for such person and in his name, place and stead, in any and all capacities, to sign this Registration Statement on Form S-4 (including all pre-effective and post-effective amendments and registration statements), and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, each acting alone, 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 might or could do in person, hereby ratifying and confirming that any such attorney-in-fact and agent, or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons on behalf of the Registrant and 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.	August 20, 2014
/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.	August 20, 2014

Signature	Title	Date
/s/ RICHARD DUCKWORTH Richard Duckworth	Corporate Controller of registrant (Principal Accounting Officer)	August 20, 2014
/s/ MICHAEL W. FINK Michael W. Fink	Director of Charleston Marine Containers, Inc.	August 20, 2014

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, 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 August 20, 2014.

DALLASTOWN REALTY I, LLC
By: Its Sole Member

KRATOS UNMANNED SYSTEMS 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 each of the undersigned constitutes and appoints each of Eric M. DeMarco and Deborah Butera, or either of them, each acting alone, his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for such person and in his name, place and stead, in any and all capacities, to sign this Registration Statement on Form S-4 (including all pre-effective and post-effective amendments and registration statements), and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, each acting alone, 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 might or could do in person, hereby ratifying and confirming that any such attorney-in-fact and agent, or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons on behalf of the Registrant and 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 Unmanned Systems Solutions, Inc.	August 20, 2014
/s/ DEANNA H. LUND Deanna H. Lund	Executive Vice President and Chief Financial Officer of registrant (Principal Financial Officer) Director of Kratos Unmanned Systems Solutions, Inc.	August 20, 2014

Signature	Title	Date
/s/ RICHARD DUCKWORTH Richard Duckworth	Corporate Controller of registrant (Principal Accounting Officer)	August 20, 2014
/s/ MICHAEL W. FINK Michael W. Fink	Director of Kratos Unmanned Systems Solutions, Inc.	August 20, 2014

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, 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 August 20, 2014.

DALLASTOWN REALTY II, LLC
By: Its Sole Member

DALLASTOWN REALTY I, LLC
By: Its Sole Member

KRATOS UNMANNED SYSTEMS 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 each of the undersigned constitutes and appoints each of Eric M. DeMarco and Deborah Butera, or either of them, each acting alone, his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for such person and in his name, place and stead, in any and all capacities, to sign this Registration Statement on Form S-4 (including all pre-effective and post-effective amendments and registration statements), and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, each acting alone, 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 might or could do in person, hereby ratifying and confirming that any such attorney-in-fact and agent, or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons on behalf of the Registrant and 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 Unmanned Systems Solutions, Inc.	August 20, 2014
/s/ DEANNA H. LUND Deanna H. Lund	Executive Vice President and Chief Financial Officer of registrant (Principal Financial Officer) Director of Kratos Unmanned Systems Solutions, Inc.	August 20, 2014
/s/ RICHARD DUCKWORTH Richard Duckworth	Corporate Controller of registrant (Principal Accounting Officer)	August 20, 2014
/s/ MICHAEL W. FINK Michael W. Fink	Director of Kratos Unmanned Systems Solutions, Inc.	August 20, 2014

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, 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 August 20, 2014.

KRATOS DEFENSE & ROCKET SUPPORT SERVICES, INC.

By: /s/ ERIC M. DEMARCO

Eric M. DeMarco
President and Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each of the undersigned constitutes and appoints each of Eric M. DeMarco and Deborah Butera, or either of them, each acting alone, his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for such person and in his name, place and stead, in any and all capacities, to sign this Registration Statement on Form S-4 (including all pre-effective and post-effective amendments and registration statements), and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, each acting alone, 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 might or could do in person, hereby ratifying and confirming that any such attorney-in-fact and agent, or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons on behalf of the Registrant and 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)	August 20, 2014
/s/ DEANNA H. LUND Deanna H. Lund	Executive Vice President, Chief Financial Officer and Director (Principal Financial Officer)	August 20, 2014
/s/ RICHARD DUCKWORTH Richard Duckworth	Corporate Controller (Principal Accounting Officer)	August 20, 2014

Signature	Title	Date
/s/ MICHAEL W. FINK Michael W. Fink	Director	August 20, 2014
/s/ WILLIAM A. HOGLUND William A. Hoglund	Director	August 20, 2014

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, 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 August 20, 2014.

ROCKET SUPPORT SERVICES, LLC
By: Its Sole Member

HGS HOLDINGS, INC.,
an 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 each of the undersigned constitutes and appoints each of Eric M. DeMarco and Deborah Butera, or either of them, each acting alone, his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for such person and in his name, place and stead, in any and all capacities, to sign this Registration Statement on Form S-4 (including all pre-effective and post-effective amendments and registration statements), and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, each acting alone, 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 might or could do in person, hereby ratifying and confirming that any such attorney-in-fact and agent, or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons on behalf of the Registrant and 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.	August 20, 2014
/s/ DEANNA H. LUND Deanna H. Lund	Executive Vice President and Chief Financial Officer of registrant (Principal Financial Officer) Director of HGS Holdings, Inc.	August 20, 2014
/s/ RICHARD DUCKWORTH Richard Duckworth	Corporate Controller of registrant (Principal Accounting Officer)	August 20, 2014
/s/ MICHAEL W. FINK Michael W. Fink	Director of HGS Holdings, Inc.	August 20, 2014

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, 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 August 20, 2014.

JMA ASSOCIATES, INC.

By: /s/ ERIC M. DEMARCO

Eric M. DeMarco
President and Chief Executive Office

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each of the undersigned constitutes and appoints each of Eric M. DeMarco and Deborah Butera, or either of them, each acting alone, his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for such person and in his name, place and stead, in any and all capacities, to sign this Registration Statement on Form S-4 (including all pre-effective and post-effective amendments and registration statements), and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, each acting alone, 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 might or could do in person, hereby ratifying and confirming that any such attorney-in-fact and agent, or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons on behalf of the Registrant and 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)	August 20, 2014
/s/ DEANNA H. LUND Deanna H. Lund	Executive Vice President, Chief Financial Officer and Director (Principal Financial Officer)	August 20, 2014
/s/ RICHARD DUCKWORTH Richard Duckworth	Corporate Controller (Principal Accounting Officer)	August 20, 2014

EXHIBIT INDEX

Exhibit Number	Exhibit Description	Incorporated by Reference		Filed-Furnished Herewith
		Form	Filing Date/ Period End Date (File No.)	
2.1+	Agreement and Plan of Merger, dated February 7, 2011, by and among Kratos Defense & Security Solutions, Inc., Lanza Acquisition, Co. and Herley Industries, Inc. (incorporated by reference to Annex A to the Prospectus Supplement dated February 8, 2011, pursuant to the Registration Statement on Form S-3 of Kratos Defense & Security Solutions, Inc.)	424	02/08/2011	
2.2+	Agreement and Plan of Merger, dated May 15, 2011, by and among Kratos Defense & Security Solutions, Inc., Integral Systems, Inc., IRIS Merger Sub Inc., and IRIS Acquisition Sub LLC.	8-K	05/18/2011	
2.3+	Stock Purchase Agreement, dated May 8, 2012, by and among Kratos Defense & Security Solutions, Inc., Composite Engineering, Inc., and Amy Fournier, the stockholders representative	8-K	5/8/2012	
3.1	Amended and Restated Certificate of Incorporation of Kratos Defense & Security Solutions, Inc.	10-Q	09/30/2001 (000-27231)	
3.2	Certificate of Ownership and Merger of Kratos Defense & Security Solutions, Inc. into Wireless Facilities, Inc.	8-K	09/14/2007 (000-27231)	
3.3	Certificate of Amendment to Amended and Restated Certificate of Incorporation of Kratos Defense & Security Solutions, Inc.	10-Q	09/27/2009 (001-34460)	
3.4	Certificate of Designations, Preferences and Rights of Series A Preferred Stock.	10-Q	09/30/2001 (000-27231)	
3.5	Certificate of Designations, Preferences and Rights of Series B Preferred Stock (included as Exhibit A to the Preferred Stock Purchase Agreement dated as of May 16, 2002 among the Company, 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	06/5/2002 (000-27231)	

Exhibit Number	Exhibit Description	Incorporated by Reference		Filed-Furnished Herewith
		Form	Filing Date/ Period End Date (File No.)	
3.6	Certificate of Designation of Series C Preferred Stock.	8-K	12/17/2004 (000-27231)	
3.7	Second Amended and Restated Bylaws of Kratos Defense & Security Solutions, Inc.	8-K	03/15/2011	
3.8	Second Amended and Restated Certificate of Incorporation of AI Metrix, Inc., as amended	S-4	06/28/10	
3.9	Bylaws of AI Metrix, Inc.	S-4	06/28/10	
3.10	Certificate of Incorporation of Airorlite Communications, Inc., as amended (f/k/a ACI Acquisition Inc.)	S-4	06/07/11	
3.11	Bylaws of Airorlite Communications, Inc. (f/k/a ACI Acquisition Inc.)	S-4	06/07/11	
3.12	Certificate of Incorporation of Charleston Marine Containers Inc.	S-4	06/28/10	
3.13	Bylaws of Charleston Marine Containers Inc.	S-4	06/28/10	
3.14	Certificate of Formation of Dallastown Realty I, LLC	S-4	06/28/10	
3.15	Restated Operating Agreement of Dallastown Realty I, LLC	S-4	06/28/10	
3.16	Certificate of Formation of Dallastown Realty II, LLC	S-4	06/28/10	
3.17	Restated Operating Agreement of Dallastown Realty II, LLC	S-4	06/28/10	
3.18	Amended and Restated Articles of Incorporation of Defense Systems, Incorporated	S-4	06/28/10	
3.19	Bylaws of Defense Systems, Incorporated	S-4	06/28/10	
3.20	Articles of Incorporation of DEI Services Corporation, as amended	S-4	06/07/11	
3.21	Bylaws of DEI Services Corporation	S-4	06/07/11	
3.22	Amended and Restated Certificate of Incorporation of Digital Fusion, Inc.	S-4	06/28/10	
3.23	Amended and Restated Bylaws of Digital Fusion, Inc.	S-4	06/28/10	
3.24	Amended and Restated Articles of Incorporation of Digital Fusion Solutions, Inc., as amended	S-4	06/28/10	
3.25	Bylaws of Digital Fusion Solutions, Inc.	S-4	06/28/10	

Exhibit Number	Exhibit Description	Incorporated by Reference		Filed-Furnished Herewith
		Form	Filing Date/ Period End Date (File No.)	
3.26	Certificate of Incorporation of Diversified Security Solutions, Inc., as amended (f/k/a Henry Bros. Electronics, Inc.)	S-4	06/07/11	
3.27	Bylaws of Diversified Security Solutions, Inc. (f/k/a Henry Bros. Electronics, Inc.)	S-4	06/07/11	
3.28	Articles of Incorporation of DTI Associates, Inc., as amended (f/k/a Defense Technology Incorporated)	S-4	06/28/10	
3.29	Bylaws of DTI Associates, Inc. (f/k/a Defense Technology Incorporated)	S-4	06/28/10	
3.30	Certificate of Incorporation of General Microwave Corporation, as amended	S-4	06/07/11	
3.31	Certificate of Incorporation of General Microwave Israel Corporation	S-4	06/07/11	
3.32	Certificate of Incorporation of Gichner Systems Group, Inc., as amended (f/k/a Gichner Acquisition, Inc.)	S-4	06/28/10	
3.33	Bylaws of Gichner Systems Group, Inc. (f/k/a Gichner Acquisition, Inc.)	S-4	06/28/10	
3.34	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	
3.35	Bylaws of Gichner Systems International, Inc. (f/k/a Gichner Systems Group, Inc.)	S-4	06/28/10	
3.36	Fourth Amended and Restated Articles of Incorporation of Haverstick Consulting, Inc., as amended	S-4	06/28/10	
3.37	Amended and Restated Code of By-laws of Haverstick Consulting, Inc.	S-4	06/28/10	
3.38	Articles of Incorporation of Haverstick Government Solutions, Inc., as amended (f/k/a AFK Acquisition, Co.)	S-4	06/28/10	
3.39	Regulations of Haverstick Government Solutions, Inc. (f/k/a AFK Acquisition, Co.)	S-4	06/07/11	
3.40	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	

Exhibit Number	Exhibit Description	Incorporated by Reference		Filed-Furnished Herewith
		Form	Filing Date/ Period End Date (File No.)	
3.41	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	
3.42	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	
3.43	Amended and Restated Certificate of Incorporation of Henry Bros. Electronics, Inc. (DE) (f/k/a Diversified Security Solutions, Inc. and IntegCom Corp.)			X
3.44	Bylaws of Henry Bros. Electronics, Inc. (DE) (f/k/a Diversified Security Solutions, Inc. and IntegCom Corp.)	S-4	06/07/11	
3.45	Certificate of Incorporation of Henry Bros. Electronics, Inc., as amended (NJ) (f/k/a HBE Acquisition Corp.)	S-4	06/07/11	
3.46	Bylaws of Henry Bros. Electronics, Inc. (NJ) (f/k/a HBE Acquisition Corp.)	S-4	06/07/11	
3.47	Amended and Restated Articles of Organization of Henry Bros. Electronics, L.L.C. (f/k/a Corporate Security Integration, LLC)	S-4	06/07/11	
3.48	Limited Liability Company Agreement of Henry Bros. Electronics, L.L.C. (f/k/a Corporate Security Integration, LLC)	S-4	06/07/11	
3.49	Restated Certificate of Incorporation of Herley Industries, Inc.	S-4	06/07/11	
3.50	Certificate of Incorporation of Herley-CTI, Inc., as amended (f/k/a Syrix Corp.)	S-4	06/07/11	
3.51	Certificate of Incorporation of Herley-RSS, Inc.	S-4	06/07/11	
3.52	Articles of Incorporation of HGS Holdings, Inc.	S-4	06/28/10	
3.53	Bylaws of HGS Holdings, Inc.	S-4	06/28/10	
3.54	First Amended and Restated Certificate of Incorporation of JMA Associates, Inc., as amended	S-4	06/28/10	
3.55	Bylaws of JMA Associates, Inc.	S-4	06/28/10	

Exhibit Number	Exhibit Description	Incorporated by Reference		Filed-Furnished Herewith
		Form	Filing Date/ Period End Date (File No.)	
3.56	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	
3.57	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	
3.58	Amended and Restated Articles of Incorporation of Kratos Southeast, Inc., as amended	S-4	06/28/10	
3.59	Amended and Restated Bylaws of Kratos Southeast, Inc.	S-4	06/28/10	
3.60	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	
3.61	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	
3.62	Amended and Restated Articles of Incorporation of Kratos Technology & Training Solutions, Inc., as amended (f/k/a SYS)	S-4	06/07/11	
3.63	Bylaws of Kratos Technology & Training Solutions, Inc. (f/k/a/ SYS)	S-4	06/28/10	
3.64	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	
3.65	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	
3.66	Articles of Incorporation of Madison Research Corporation, as amended	S-4	06/28/10	
3.67	Bylaws of Madison Research Corporation	S-4	06/28/10	
3.68	Restated Articles of Incorporation of Micro Systems, Inc., as amended	S-4	06/07/11	
3.69	Certificate of Incorporation of MSI Acquisition Corp.	S-4	06/07/11	

Exhibit Number	Exhibit Description	Incorporated by Reference		Filed-Furnished Herewith
		Form	Filing Date/ Period End Date (File No.)	
3.70	Articles of Incorporation of National Safe of California, as amended (f/k/a Protection Equipment Corporation)	S-4	06/07/11	
3.71	Bylaws of National Safe of California (f/k/a Protection Equipment Corporation)	S-4	06/07/11	
3.72	Second Amended and Restated Articles of Incorporation of Polexis, Inc., as amended	S-4	06/28/10	
3.73	Bylaws of Polexis, Inc., as amended	S-4	06/28/10	
3.74	Articles of Incorporation of Reality Based IT Services, Ltd., as amended	S-4	06/28/10	
3.75	Amended and Restated Bylaws of Reality Based IT Services, Ltd.	S-4	06/28/10	
3.76	Articles of Organization of Rocket Support Services, LLC	S-4	06/28/10	
3.77	Amended and Restated Operating Agreement of Rocket Support Services, LLC	S-4	06/28/10	
3.78	Certificate of Formation of SCT Acquisition, LLC	S-4	06/07/11	
3.79	Amended and Restated Limited Liability Company Operating Agreement of SCT Acquisition, LLC	S-4	06/07/11	
3.80	Certificate of Formation of SCT Real Estate, LLC	S-4	06/07/11	
3.81	Amended and Restated Limited Liability Company Agreement of SCT Real Estate, LLC	S-4	06/07/11	
3.82	Articles of Incorporation of Shadow I, Inc.	S-4	06/28/10	
3.83	Bylaws of Shadow I, Inc.	S-4	06/28/10	
3.84	Articles of Incorporation of Shadow II, Inc.	S-4	06/28/10	
3.85	Bylaws of Shadow II, Inc.	S-4	06/28/10	
3.86	Articles of Incorporation of Kratos Integral Systems International, Inc., as amended (f/k/a Shadow III, Inc.)	S-4	11/25/11	
3.87	Bylaws of Kratos Integral Systems International, Inc. (f/k/a Shadow III, Inc.)	S-4	06/28/10	
3.88	Articles of Incorporation of Stapor Research, Inc.	S-4		X
3.89	Articles of Incorporation of Summit Research Corporation, as amended	S-4	06/28/10	

Exhibit Number	Exhibit Description	Incorporated by Reference		Filed-Furnished Herewith
		Form	Filing Date/ Period End Date (File No.)	
3.90	Amended and Restated Bylaws of Summit Research Corporation	S-4	06/28/10	
3.91	Certificate of Incorporation of WFI NMC Corp.	S-4	06/28/10	
3.92	Bylaws of WFI NMC Corp.	S-4	06/28/10	
3.93	Amended and Restated Articles of Incorporation of Kratos Systems and Solutions, Inc., as amended (f/k/a CVG, Incorporated)			X
3.94	Bylaws of Kratos Systems and Solutions, Inc. (f/k/a CVG, Incorporated)			X
3.95	Amended and Restated Articles of Incorporation of Avtec Systems, Inc.	S-4	11/25/11	
3.96	Articles of Incorporation of LVDM, Inc., as amended	S-4	11/25/11	
3.97	Articles of Incorporation of Real Time Logic, Inc.	S-4	11/25/11	
3.98	Amended and Restated Articles of Incorporation of SAT Corporation	S-4	11/25/11	
3.99	Form of Bylaws of Avtec Systems, Inc., General Microwave Corporation, General Microwave Israel Corporation, Henry Bros. Electronics, Inc. (CO), Herley Industries, Inc., Herley-CTI, Inc., Herley-RSS, Inc., LVDM, Inc., Micro Systems, Inc., MSI Acquisition Corp., Real Time Logic, Inc., SAT Corporation, and Stapor Research, Inc.	S-4	11/25/11	
3.100	Articles of Organization of BSC Partners, LLC			X
3.101	Amended and Restated Operating Agreement of BSC Partners, LLC			X
3.102	Certificate of Incorporation of KPSS Government Solutions, Inc., as amended (f/k/a Delmarva Systems Corp., Delmarva Systems Corporation, WFI Delaware Inc., Kratos Mid-Atlantic, Inc.)			X
3.103	Bylaws of KPSS Government Solutions, Inc. (f/k/a Delmarva Systems Corp., Delmarva Systems Corporation, WFI Delaware Inc., Kratos Mid-Atlantic, Inc.)			X
3.104	Sixth Amended and Restated Certificate of Incorporation of Secureinfo Corporation, as amended			X

Exhibit Number	Exhibit Description	Incorporated by Reference		Filed-Furnished Herewith
		Form	Filing Date/ Period End Date (File No.)	
3.105	Bylaws of Secureinfo Corporation			X
3.106	Articles of Incorporation of Composite Engineering, Inc., as amended			X
3.107	Bylaws of Composite Engineering, Inc.			X
3.108	Amended and Restated Certificate of Incorporation of Kratos Defense & Rocket Support Services, Inc., as amended (f/k/a High Technology Solutions, Inc., WFI Government Services, Inc., Kratos Government Solutions, Inc., Kratos Defense Engineering Solutions, Inc.)			X
3.109	Bylaws of Kratos Defense & Rocket Support Services, Inc. (f/k/a High Technology Solutions, Inc., WFI Government Services, Inc., Kratos Government Solutions, Inc., Kratos Defense Engineering Solutions, Inc.)			X
3.110	Certificate of Incorporation of Kratos Networks, Inc., as amended (f/k/a ISI Merger Corp., Newpoint Technologies, Inc.)			X
3.111	Bylaws of Kratos Networks, Inc. (f/k/a ISI Merger Corp., Newpoint Technologies, Inc.)			X
3.112	Certificate of Incorporation of Kratos Unmanned Systems Solutions, Inc., as amended (f/k/a Gichner Holdings, Inc.)			X
3.113	By-laws of Kratos Unmanned Systems Solutions, Inc. (f/k/a Gichner Holdings, Inc.)			X
3.114	Articles of Incorporation of Carlsbad ISI, Inc., as amended (f/k/a Lumistar, Inc.)			X
3.115	Bylaws of Carlsbad ISI, Inc. (f/k/a Lumistar, Inc.)			X
3.116	Articles of Organization of Kratos Integral Holdings, LLC (f/k/a Iris Acquisition Sub LLC)			X
3.117	Amended and Restated Operating Agreement of Kratos Integral Holdings, LLC (f/k/a Iris Acquisition Sub LLC)			X
4.1	Specimen Stock Certificate.	10-K	12/26/2010	
4.2	Rights Agreement, dated as of December 16, 2004, between Kratos Defense & Security Solutions, Inc. and Wells Fargo, N.A.	8-K	12/17/2004 (000-27231)	

Exhibit Number	Exhibit Description	Incorporated by Reference		Filed-Furnished Herewith
		Form	Filing Date/ Period End Date (File No.)	
4.3	Amendment No. 1 to Rights Agreement, dated as of May 14, 2012, between Kratos Defense & Security Solutions, Inc. and Wells Fargo, N.A.	8-K	05/15/2012	
4.4	Form of 10% Senior Secured Note due 2017 (issuable in connection with the October 2011 exchange offer).	S-4	10/25/2011	
4.5	Indenture, dated March 25, 2011, by and among Acquisition Co. Lanza Parent, the Guarantors named therein and a party thereto, and Wilmington Trust FSB, as Trustee and Collateral Agent (including the Form of 10% Senior Secured Notes).	8-K	03/29/2011	
4.6	First Supplemental Indenture, date April 4, 2011, by and among Kratos Defense & Security Solutions, Inc., Herley Industries, Inc. and Wilmington Trust FSB, as Trustee and Collateral Agent, to the Indenture, dated as of March 25, 2011, among Kratos Defense & Security Solutions, Inc., the Guarantor party thereto and Wilmington Trust FSB, as Trustee and Collateral Agent.	8-K	04/04/2011	
4.7	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	03/29/2011	
4.8	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	07/29/2011	
4.9	Indenture, dated as of May 14, 2014, among Kratos Defense & Security Solutions, Inc., as Issuer, the Guarantors party thereto, and Wilmington Trust, National Association, as Trustee and Collateral Agent.	8-K	05/15/2014	
4.10	Registration Rights Agreement, dated as of May 14, 2014, among Kratos Defense & Security Solutions, Inc., as Issuer, the Guarantors party thereto, and SunTrust Robinson Humphrey, Inc., as Representative of the Initial Purchasers.	8-K	05/15/2014	

Exhibit Number	Exhibit Description	Incorporated by Reference		Filed-Furnished Herewith
		Form	Filing Date/ Period End Date (File No.)	
5.1	Opinion of DLA Piper LLP (US).			X
5.2	Opinion of Burr & Forman LLP.			X
5.3	Opinion of Faegre Baker Daniels LLP.			X
5.4	Opinion of Frost Brown Todd LLC.			X
5.5	Opinion of Sheppard Mullin Richter & Hampton LLP.			X
10.1	Commitment Letter, dated February 7, 2011, by and among Kratos Defense & Security Solutions, Inc. and Jefferies Group, Inc., Key Capital Corporation and OPY Credit Corp.	8-K	02/07/2011	
10.2#	Form of Indemnification Agreement by and between Kratos Defense & Security Solutions, Inc. and its directors and executive officers.	10-Q	06/26/2011	
10.3#	2000 Nonstatutory Stock Option Plan.	10-Q	9/30/2000 (000-27231)	
10.4#	Form of Stock Option Agreement and Grant Notice used in connection with the 2000 Nonstatutory Stock Option Plan.	10-Q	09/30/2000 (000-27231)	
10.5#	Nonqualified Deferred Compensation Plan.	10-K	12/31/2005 (000-27231)	
10.6#	2005 Equity Incentive Plan.	S-8	08/01/2005 (333-127060)	
10.7#	Form of Stock Option Agreement pursuant to the 2005 Equity Incentive Plan.	S-8	08/01/2005 (333-127060)	
10.8#	Form of Restricted Stock Unit Agreement and Form of Notice of Grant under the 2005 Equity Incentive Plan.	8-K	01/17/2007 (000-27231)	
10.9#	Herley Industries, Inc. 1996 Stock Option Plan.	S-8	04/08/2011	
10.10#	Herley Industries, Inc. 1997 Stock Option Plan.	S-8	04/08/2011	
10.11#	Herley Industries, Inc. 1998 Stock Option Plan.	S-8	04/08/2011	
10.12#	Herley Industries, Inc. 2000 Stock Option Plan.	S-8	04/08/2011	
10.13#	Herley Industries, Inc. 2003 Stock Option Plan.	S-8	04/08/2011	
10.14#	Herley Industries, Inc. Amended and Restated 2006 New Employee Stock Option Plan.	S-8	04/08/2011	
10.15#	2011 Equity Incentive Plan.	DEF 14A	04/15/2011	

Exhibit Number	Exhibit Description	Incorporated by Reference		Filed-Furnished Herewith
		Form	Filing Date/ Period End Date (File No.)	
10.16#	Form of Notice of Grant of Restricted Stock Units and Restricted Stock Unit Award Agreement pursuant to the 2011 Equity Incentive Plan.	8-K	11/18/2011	
10.17#	2014 Equity Incentive Plan.	DEF 14A	04/11/2014	
10.18#	Employment Agreement, dated as of July 22, 2010, by and between Kratos Government Solutions, Inc. and David Carter.	10-K	12/26/2010	
10.19#	First Amendment to Employment Agreement, dated as of August 4, 2011, by and between Kratos Defense Engineering Solutions, Inc. and David Carter.	10-Q	09/25/2011	
10.20#	Second Amended and Restated Executive Employment Agreement, dated as of August 4, 2011, by and between Kratos Defense & Security Solutions, Inc. and Eric DeMarco	10-Q	06/26/2011	
10.21#	Second Amended and Restated Severance and Change of Control Agreement, dated as of August 4, 2011, by and between Kratos Defense & Security Solutions, Inc. and Deanna Lund.	10-Q	06/26/2011	
10.22#	Amended and Restated Severance and Change of Control Agreement, dated as of August 4, 2011, by and between Kratos Defense & Security Solutions, Inc. and Deborah S. Butera.	10-Q	6/26/2011	
10.23#	Employment Agreement, dated as of August 4, 2011, by and between Kratos Public Safety & Security Solutions, Inc. and Ben Goodwin.	10-Q	09/25/2011	
10.24#	Settlement Agreement and General Release of Claims, dated as of October 16, 2009, among Kratos Defense & Security Solutions, Inc., KeyBank National Association, Field Point III, Ltd. and SPF CDO I, Ltd.	10-Q	09/27/2009 (001-34460)	
10.25	Sublease Agreement, dated as of December 17, 2009, by and between Amylin Pharmaceuticals, Inc. (Sublessor) and Kratos Defense & Security Solutions, Inc. (Sublessee).	10-K	12/27/2009 (000-34460)	

Exhibit Number	Exhibit Description	Incorporated by Reference		Filed-Furnished Herewith
		Form	Filing Date/ Period End Date (File No.)	
10.26	Purchase Agreement, dated as of May 12, 2010, by and among Kratos Defense & Security Solutions, Inc., the Guarantors set forth therein, Jefferies & Company, Inc., B. Riley & Co., LLC, Imperial Capital, LLC, Keybanc Capital Markets Inc. and Noble International Investments, Inc.	8-K	05/25/2010	
10.27	Security Agreement, dated as of May 19, 2010, by and among Kratos Defense & Security Solutions, Inc., the Guarantors set forth therein and Wilmington Trust FSB, as Collateral Agent.	8-K	05/25/2010	
10.28	Intercreditor Agreement, dated as of May 19, 2010, by and among Kratos Defense & Security Solutions, Inc., the Guarantors set forth therein, Wilmington Trust FSB, as Indenture Agent, and KeyBank National Association, as Credit Facility Agent.	8-K	05/25/2010	
10.29	Credit Agreement, dated as of March 3, 2010, among Kratos Defense & Security Solutions, Inc., KeyBank National Association, as Administrative Agent and Lender, Bank of America, N.A., as Syndication Agent and Lender, and the other financial institutions parties thereto with Keybanc Capital Markets and Banc of America Securities, LLC, as Co-Lead Arrangers and Book Runners.	8-K	03/08/2010 (001-34460)	
10.30	First Amendment Agreement, dated as of December 13, 2010, by and 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	12/16/2010	
10.31	Second Amendment Agreement, dated as of February 7, 2011, among Kratos Defense & Security solutions, the Lenders named therein and KeyBank National Association.	8-K	02/07/2011	
10.32	Purchase Agreement, dated March 22, 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	03/29/2011	

Exhibit Number	Exhibit Description	Incorporated by Reference		Filed-Furnished Herewith
		Form	Filing Date/ Period End Date (File No.)	
10.33	Security Agreement, dated March 25, 2011, by and among Acquisition Co. Lanza Parent, Lanza Acquisition Co. and Wilmington Trust FSB, as Collateral Agent.	8-K	03/29/2011	
10.34	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	07/29/2011	
10.35	First Amendment Agreement, dated as of November 14, 2011, by and among Kratos Defense & Security Solutions, Inc., as Borrower, the Lenders named therein, and Key Bank National Association, as Lead Arranger, Sole Book Runner and Administrative Agent.	8-K	11/18/2011	
10.36	Purchase Agreement, dated July 14, 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, as amended by that certain Joinder Agreement, dated July 27, 2011.	10-Q	09/25/2011	
10.37	Stipulation and Agreement of Settlement of Derivative Claims, dated as of January 5, 2010.	10-K	12/27/2009 (001-34460)	
10.38	Amended and Restated Herley Industries, Inc. 2010 Stock Plan, and the forms of agreement related thereto.	S-8	03/08/2012	
10.39	Amended and Restated Integral Systems, Inc. 2008 Stock Incentive Plan, and the forms of agreement related thereto.	S-8	03/08/2012	
10.40	Second Amendment to Credit and Security Agreement, dated as of May 4, 2012, among Kratos Defense & Security Solutions, the lenders named therein, and KeyBank National Association.	8-K	05/08/2012	
10.41	Third Amendment to Credit and Security Agreement, dated as of May 8, 2012, among Kratos Defense & Security Solutions, the lenders named therein, and KeyBank National Association.	8-K	05/08/2012	

Exhibit Number	Exhibit Description	Incorporated by Reference		Filed-Furnished Herewith
		Form	Filing Date/ Period End Date (File No.)	
10.42	Standstill Agreement, dated May 14, 2012, between Kratos Defense & Security Solutions, Inc., Bandel Carano, Oak Investment Partners IX, L.P., Oak IX Affiliates Fund, L.P., Oak IX Affiliates Fund-A, L.P., Oak X Affiliates Fund, L.P., Oak Investment Partners X, L.P., and Oak Investment Partners XIII, L.P.	8-K	05/15/2012	
10.43	Form of Restricted Stock Unit Agreement entered into between Kratos Defense & Security Solutions, Inc. and certain employees of Composite Engineering, Inc.	S-8	07/27/2012	
10.44#	Fourth Amendment to Credit and Security Agreement, dated as of February 27, 2013, among Kratos Defense & Security Solutions, the lenders named therein, and KeyBank National Association.	10-Q	05/09/2013	
10.45	Employment Agreement, effective January 17, 2014, by and between Kratos Defense & Security Solutions, Inc. and Phil Carrai.	8-K	01/22/2014	
10.46	Registration Rights Agreement, dated as of May 14, 2014, among Kratos Defense & Security Solutions, Inc., as Issuer, the Guarantors party thereto, and SunTrust Robinson Humphrey, Inc., as Representative of the Initial Purchasers.	8-K	05/15/2014	
10.47	Credit and Security Agreement, dated as of May 14, 2014, among Kratos Defense & Security Solutions, Inc., as Borrower, the lenders named therein, SunTrust Bank, as Agent, and SunTrust Robinson Humphrey, Inc., as Lead Arranger and Sole Book Runner.	8-K	05/15/2014	
12.1	Statement of Computation of Ratio of Earnings to Fixed Charges.			X
21.1	List of Subsidiaries	10-K	03/12/2014	
23.1	Consent of Independent Registered Public Accounting Firm, Deloitte & Touche LLP.			X
23.2	Consent of Independent Registered Public Accounting Firm, Grant Thornton LLP.			X
23.3	Consent of DLA Piper LLP (US) (included in Exhibit 5.1)			X
24.1	Power of Attorney (included on the signature page to the registration statement).			X

Exhibit Number	Exhibit Description	Incorporated by Reference		Filed-Furnished Herewith
		Form	Filing Date/ Period End Date (File No.)	
25.1	Statement of Eligibility on Form T-1.			X
99.1	Form of Letter of Transmittal			X
99.2	Form of Notice of Guaranteed Delivery			X
99.3	Form of Letter to Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees			X
99.4	Form of Letter to Clients			X

Management contract or compensatory plan or arrangement.

+ Certain schedules and exhibits referenced in this document have been omitted in accordance with Item 601(b)(2) of Regulation S-K. A copy of any omitted schedule and/or exhibit will be furnished supplementally to the Securities and Exchange Commission upon request.

Exhibit 3.43

Delaware
The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS FILED FROM AND INCLUDING THE RESTATED CERTIFICATE OR A MERGER WITH A RESTATED CERTIFICATE ATTACHED OF "HENRY BROS. ELECTRONICS, INC. " AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

RESTATED CERTIFICATE, FILED THE FIFTH DAY OF MARCH, A.D. 2012, AT 8:01 O'CLOCK P.M.

/s/ Jeffrey W. Bullock
Jeffrey W. Bullock, Secretary of State

3128254 8100X

131267181
You may verify this certificate online at corp.delaware.gov/authver.shtml

AUTHENTICATION: 0865436
DATE: 11-04-13

State of Delaware
Secretary of State
Division of Corporations
Delivered 08:01 PM 03/05/2012
FILED 08:01 PM 03/05/2012
SRV 120276720 – 3128254 FILE

AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
HENRY BROS, ELECTRONICS, INC.

It is hereby certified that:

ONE: The present name of the corporation is Henry Bros. Electronics, Inc. (the "Corporation"). The name under which the Corporation was originally incorporated is Integcom Corp. The date of filing of the original certificate of incorporation of the Corporation with the Secretary of State of the State of Delaware is November 18, 1999.

TWO: The certificate of incorporation of the Corporation is hereby amended and restated to read in its entirety as follows:

I.

The name of the corporation is Henry Bros. Electronics, Inc. (the "Corporation").

II.

The address of the registered office of the Corporation in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, County of New Castle, and the name of the registered agent of the Corporation in the State of Delaware at such address is Corporation Service Company.

III.

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 "DGCL").

IV.

The Corporation is authorized to issue only one class of stock, which shall be designated "Common Stock". The total number of shares of Common Stock presently authorized is One Thousand (1,000), par value $0.001 per share.

V.

The management of the business and the conduct of the affairs of the Corporation shall be vested in its Board of Directors. The number of directors which shall constitute the whole Board of Directors shall be fixed by, or in the manner provided in, the Bylaws of the Corporation.

In furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to make, repeal, alter, amend and rescind the Bylaws of the Corporation.

VII.

Election of directors at an annual or special meeting of stockholders need not be by written ballot unless the Bylaws of the Corporation shall so provide.

VIII.

A. To the fullest extent permitted by the DGCL, as the same exists or as may hereafter be amended, a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director.

B. The Corporation shall indemnify to the fullest extent permitted by law any person made or threatened to be made a party to an action or proceeding, whether criminal, civil, administrative or investigative, by reason of the fact that he, his testator or intestate was a director or officer of the Corporation or any predecessor of the Corporation, or serves or has served at any other enterprise as a director or officer at the request of the Corporation or any predecessor to the Corporation.

C. Neither any amendment nor repeal of this Article VIII, nor the adoption of any provision of the Corporation's Certificate of Incorporation inconsistent with this Article VIII, shall eliminate or reduce the effect of this Article VIII in respect of any matter occurring, or any action or proceeding accruing or arising or that, but for this Article VIII, would accrue or arise, prior to such amendment, repeal or adoption of an inconsistent provision.

IX.

The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred on stockholders herein are granted subject to this reservation.

*** * ***

THREE: This Amended and Restated Certificate of Incorporation has been duly adopted by the Board of Directors and sole stockholder of the Corporation in accordance with the provisions of Sections 228, 242 and 245 of the DGCL.

[*Signature page follows*]

IN WITNESS WHEREOF, this Amended and Restated Certificate of Incorporation has been signed on this 5th day of March, 2012.

/s/ Deanna H. Lund
Deanna H. Lund
Executive Vice President and Chief Financial Officer

Exhibit 3.88

ARTICLES OF INCORPORATION
OF

Stapor Research, Inc.

FIRST: The undersigned Incorporator, Andy Feldstein, being at least eighteen (18) years of age, does hereby form a stock corporation under and by virtue of the provisions of Chapter 9 of Title 13.1 of the Code of Virginia, Va. Code Section 13.1 – 601 et seq.

SECOND: The name of the corporation (which hereinafter is called the "Corporation") is:

Stapor Research, Inc.

THIRD: The purposes for which the Corporation is formed are as follows:

(a) To research, test, design, develop, manufacture, market, process, buy, sell and otherwise deal in and with products, materials and other items for governmental and commercial purposes, and to engage in any and all other businesses which are not prohibited by the laws of the Commonwealth of Virginia.

(b) To lease, buy, sell, use, manufacture, mortgage, construct, improve and otherwise handle, deal in and dispose of all property, real and personal, as may be necessary or convenient for conducting the business of the Corporation.

(c) To carry on all business of the Corporation, alone or with other individuals, partnerships, joint ventures, corporations, syndicates or other forms of enterprise, or to act as or deal with agents of such other individuals, partnerships, joint ventures, corporations, syndicates or other forms of enterprise.

(d) To conduct all business of the Corporation for its own account or for the account of others.

(e) To purchase, lease or otherwise acquire all or any part of the property, rights, businesses, contracts, goodwill, franchises and assets of every kind of corporation, partnership, individual or other enterprise and to undertake, guarantee, assume and pay the indebtedness and liabilities thereof, and to pay for any such property rights, businesses, contracts, goodwill, franchises or assets in any manner, including but not limited to cash, debt instruments, or the issuance of stock, bonds or other securities of the Corporation.

(f) To apply for, obtain, purchase or otherwise acquire any patents, copyrights, licenses, trademarks, trade names, rights, processes, formulae and the like which might be used for any of the purposes or businesses of the Corporation; and to use, exercise, develop, grant licenses in respect of, sell and otherwise make use of or dispose of the same.

(g) To purchase or otherwise acquire, hold or re-issue shares of its capital stock of any class; and to purchase, hold, sell, assign, transfer, exchange, lease, mortgage, pledge or otherwise dispose of any share of stock, voting trust certificates, bonds, securities or other evidences of indebtedness issued or created by the Corporation or any other corporation or association, whether organized under the laws of the Commonwealth of Virginia or any other state, territory, district, colony or dependency of the United States of America or any foreign country; and while the owner or holder of any such shares of stock, voting trust certificates, bonds or other obligations, to possess and exercise in respect thereof any and all rights, powers and privileges of ownership, including the right to vote on any shares of stock so held or owned and, upon distribution of the assets or the division of the profits of this or any other corporation to distribute any such shares of stock, voting trust certificates, bonds or other obligations or the proceeds thereof, among the stockholders of this Corporation.

(h) To undertake or to do any other activities and to operate any other business permitted by law whether now in effect or hereafter enacted.

The foregoing enumeration of purposes of the Corporation is made in furtherance, and not in limitation, of the powers conferred upon the Corporation by law and is not intended, by mention of any particular purpose, object or business, to limit or restrict in any manner the powers of the Corporation granted by the laws of the Commonwealth of Virginia or any other jurisdiction.

FOURTH: The address of the principal office of the Corporation is 4511 Daly Drive, Chantilly, VA 20151.

FIFTH: The registered agent of the Corporation is Business Filings Inc., whose post-office address is 4701 Cox Rd, Glen Allen, VA 23060-6802 This address shall serve as the address of Corporation's registered office. In accordance with the requirements of Va Code Section 13 1-634, said registered agent is a domestic or foreign stock or nonstock corporation authorized to transact business in this Commonwealth.

SIXTH: The total number of shares of all classes of stock which the Corporation has authority to issue is One Thousand (1,000) shares, all of one class, each with a par value of one cent($0.01)

SEVENTH: The number of directors of the Corporation shall be not less than one (1) not more than seven (7), which number may be increased or decreased pursuant to the Bylaws of the Corporation. So long as there are less than three (3) stockholders, the number of directors may be less dun three (3) but not less than the number of stockholders. It is anticipated that there initially will be one (1) stockholder and, accordingly, here will be one (1) director initially. The name of the person who shall act as director of the Corporation until the first meeting, or until his successor or successors are duly elected and qualified, is Andy Feldstein, 10020 Avenal Farm Drive, Potomac, MD 20854

EIGHTH: The following provisions hereby are adopted for the purposes of defining and regulating certain powers of the Corporation, the directors and the stockholders, and are intended to supplement and in no way limit or restrict any other powers and rights conferred upon the Corporation, Its directors or stockholders by law or pursuant to the Bylaws of the Corporation.

(a) The Board of Directors of the Corporation hereby is empowered to authorize the issuance, from time to time, of shares of its stock, with or without par value, of any class, and securities convertible into shares of its stock, with or without par value, of any class, for such consideration as said Board of Directors may deem advisable, irrespective of the value or amount of such consideration, but subject to such limitations and restrictions, if any, as may be set forth in the Bylaws of the Corporation.

(b) No contract or other transaction between this Corporation and any other corporation, and no act of this Corporation, shall in any way be affected or invalidated by the fact that any director of this Corporation is pecuniarily or otherwise interested in, or is a director or officer of, such other corporation; any director, individually, or any firm in which any director may be an owner, member, officer or otherwise involved, may be a party to, or may have a pecuniary or other interest in, any contract or transaction of this Corporation, provided that the firm's interest was disclosed to a majority thereof; and any director of this Corporation who is also a director or officer of such other corporation, or who is so interested, may be counted in determining the existence of a quorum at any meeting of the Board of Directors of this Corporation which shall authorize any such contract or transaction.

(c) The Board of Directors shall have power, from time to time: i) to fix, determine and to vary the amount of working capital of the Corporation; ii) determine whether any, and, if any, what part, of the surplus of the Corporation or of the net profits arising from its business shall be declared in dividends and paid to the stockholders, subject, however, to the provisions of the charter, and iii) to direct and determine the use and disposition of any of such surplus or net profits. The Board of Directors may, in its discretion, use and apply any of such surplus or net profits in purchasing or acquiring any of the shares of the stock of the Corporation, or any of its bonds or other evidences of indebtedness, to such extent and in such manner and upon such lawful terms as the Board of Directors shall deem expedient.

(d) The Corporation reserves the right to make, from time to time, any amendments to its charter which may now or hereafter be authorized by law, including any amendments changing the terms of any class of its stock by classification, reclassification or otherwise. Any amendment which changes the terms of any of the outstanding stock shall not be valid unless such change shall have been authorized by a vote of the holders of two thirds (2/3) of all of such stock outstanding at the time, with or without a meeting.

(e) No holders of stock of the Corporation, of whatever class, shall have any preferential right of subscription to any shares of any class or to any securities convertible into shares of stock of the Corporation, nor any right of subscription, except as the Board of Directors, in its discretion, from time to time may determine, and at any such price as the Board of Directors, in its discretion, from time to time may fix; and any shares or convertible securities which the Board of Directors may determine to offer for subscription to the holders of stock may, as said Board of Directors shall determine, be offered to holders of any class or classes of stock to the exclusion of holders of any or all other classes existing at the time.

(f) Except where prohibited by law, or otherwise provided in this charter, any action required to be taken or authorized by the affirmative vote of the holders of a designated proportion of the shares of stock of the Corporation, or required to be otherwise taken, approved, ratified or authorized by vote of the stockholders, shall be effective and valid if taken or authorized by the affirmative vote of a majority of the total number of votes entitled to be cast thereon.

(g) The Board of Directors shall have power, subject to any limitations or restrictions herein set forth or imposed by law, to classify or reclassify any unissued shares of stock, whether new or hereafter authorized, by fixing or altering in any one or more respects, from time to time before issuance of such shares, the preferences, rights, voting powers, restrictions and qualifications of, the dividends on, the times and prices or redemption of, and the conversion rights of such shares.

(h) The Board of Directors shall have power to declare and authorize the payment of stock dividends, whether or not payable in stock of one class to holders of stock of another class or classes; and shall have authority to exercise, without a vote of stockholders, all powers of the Corporation, whether conferred by law or by these articles, to purchase, lease or otherwise acquire the business, assets or franchises, in whole or in part, of other corporations or unincorporated business entities.

NINTH: The term of the Corporation shall be perpetual.

I declare and affirm, subject to the penalties of perjury, that the matters set forth herein are true and correct.

IN WITNESS WHEREOF, I have signed these Articles of Incorporation and acknowledge the same to be my act on the 21st day of September, 2004.

/s/ Andy Feldstein
Andy Feldstein
Incorporator

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

AT RICHMOND, SEPTEMBER 24, 2004

The State Corporation Commission has found the accompanying articles submitted on behalf of

Stapor Research, Inc.

to comply with the requirements of law, and confirms payment of all required fees. Therefore, it is ORDERED that this

CERTIFICATE OF INCORPORATION

be issued and admitted to record with the articles of incorporation in the Office of the Clerk of the Commission, effective September 24, 2004.

The corporation is granted the authority conferred on it by law in accordance with the articles, subject to the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION

By Mark L. Christie

Commissioner

Commonwealth of Virginia

State Corporation Commission

I Certify the Following from the Records of the Commission:

The foregoing is a true copy of all documents constituting the charter of Stapor Research, Inc. on file in the Clerk's Office of the Commission.

Nothing more is hereby certified.

Signed and Sealed at Richmond on this Date:
October 16, 2013

/s/ Joel H. Peck

Joel H. Peck, Clerk of the Commission

CIS0502

Exhibit 3.93

SCC710N
(07/07)

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

ARTICLES OF AMENDMENT

CHANGING THE NAME OF A VIRGINIA STOCK CORPORATION
By Unanimous Consent of the Shareholders

The undersigned, on behalf of the corporation set forth below, pursuant to § 13.1-710 of the Code of Virginia, states as follows:

1. The current name of the corporation is CVG, Incorporated.

2. The name of the corporation is changed to Kratos Systems and Solutions, Inc.

3. The foregoing amendment was adopted by unanimous consent of the shareholders on April 19, 2013.
(date)

Executed in the name of the corporation by:

/s/ Deanna Lund	4-19-13
(signature)	(date)
Deanna Lund	Executive VP & CFO
(printed name)	(corporate title)
858 - 812 - 7300	0591847 - 9
(telephone number (optional))	(corporation's SCC corporate ID no.)

(The execution must be by the chairman or any vice-chairman of the board of directors, the president, or any other of its officers authorized to act on behalf of the corporation.)

PRIVACY ADVISORY: Information such as social security number, date of birth, maiden name, or financial institution account numbers is NOT required to be included in business entity documents filed with the Office of the Clerk of the Commission: Any information provided on these documents is subject to public viewing.

SEE INSTRUCTIONS ON THE REVERSE

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

AT RICHMOND, APRIL 23, 2013

The State Corporation Commission has found the accompanying articles submitted on behalf of Kratos Systems and Solutions, Inc. (formerly CVG, Incorporated) to comply with the requirements of law, and confirms payment of all required fees. Therefore, it is ORDERED that this

CERTIFICATE OF AMENDMENT

be issued and admitted to record with the articles of amendment in the Office of the Clerk of the Commission, effective April 23, 2013.

The corporation is granted the authority conferred on it by law in accordance with the articles, subject to the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION

By /s/ James C. Dimitri
James C. Dimitri
Commissioner

ARTICLES OF MERGER

merging

ALPHA MERGER CORPORATION,
a Virginia corporation

with and into

CVG, INCORPORATED,
a Virginia corporation

Pursuant to the provisions of Section 13.1-720 of the Virginia Stock Corporation Act, as amended (the "VSCA"), the undersigned, on behalf of the corporations set forth below, hereby execute the following Articles of Merger and state as follows:

FIRST: The Plan of Merger (the "Plan"), pursuant to which Alpha Merger Corporation, a Virginia corporation (the "Merged Corporation"), will merge (the "Merger") with and into CVG, Incorporated, a Virginia corporation and the surviving corporation in the Merger (the "Surviving Corporation"), is attached hereto as Exhibit A and made a part hereof. The Plan constitutes a "plan of merger" for the purposes of Article 12 of the VSCA.

SECOND: The Articles of Incorporation of the Surviving Corporation shall be amended and restated to read as set forth in Exhibit B attached hereto and, as so amended and restated, shall be the Articles of Incorporation of the Surviving Corporation until thereafter changed or amended as provided therein or by applicable law.

THIRD: The Plan was adopted by the Board of Directors of the Merged Corporation in accordance with Section 13.1-718 of the VSCA on March 5, 2010. The Plan was adopted by the Board of Directors of the Surviving Corporation in accordance with Section 13.1-718 of the VSCA on March 4, 2010.

FOURTH: The Plan was approved by the unanimous consent of the shareholders of the Merged Corporation and by the unanimous consent of the shareholders of the Surviving Corporation.

[Signature Page Follows]

IN WITNESS WHEREOF, the Merged Corporation and the Surviving Corporation have caused these Articles of Merger to be executed in their respective names this 5th day of March, 2010.

ALPHA MERGER CORPORATION,
SCC ID no. 0719967-2

By: /s/ Paul G. Casner, Jr.
Name: Paul G. Casner, Jr.
Title: President

CVG, INCORPORATED,
SCC ID no. 0591847-9

By: /s/ Stephen Gizinski
Name: Stephen Gizinski
Title: Chief Executive Officer

[SIGNATURE PAGE TO ARTICLES OF MERGER]

EXHIBIT A

PLAN OF MERGER

PLAN OF MERGER

merging

ALPHA MERGER CORPORATION,
a Virginia corporation,

with and into

CVG, INCORPORATED,
a Virginia corporation

1. Merger. Alpha Merger Corporation ("Merger Sub"), a Virginia corporation and wholly-owned subsidiary of Integral Systems, Inc. (the "Acquiror"), a Maryland corporation, shall, upon the issuance by the State Corporation Commission of Virginia (the "SCC"), after determining that the Articles of Merger to be filed with the SCC in connection herewith (the "Articles of Merger") comply with the requirements of applicable Law and that all required fees have been paid, of a certificate of merger, or at such later time as the parties thereto shall agree and as shall be specified in the Articles of Merger (such time being referred to herein

as the "Effective Time"), be merged (the "Merger") with and into CVG, Incorporated ("CVG"), a Virginia corporation incorporated pursuant to the Virginia Stock Corporation Act (the "VSCA"). CVG shall be, and shall continue as, the surviving corporation (the "Surviving Corporation") in the Merger, and the separate corporate existence of Merger Sub shall cease.

2. Effects of the Merger. At the Effective Time, the Merger shall have the effects set forth in Section 13.1-721 of the VSCA. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time all the property, rights, privileges, powers and franchises of Merger Sub and CVG shall be vested in the Surviving Corporation, and all debts, liabilities and duties of Merger Sub and CVG shall be the debts, liabilities and duties of the Surviving Corporation.

3. Articles of Incorporation and Bylaws; Directors and Officers.

(a) The Articles of Incorporation and Bylaws of Merger Sub, as in effect immediately prior to the Effective Time of the Merger, shall be the Articles of Incorporation and Bylaws of the Surviving Corporation after the Effective Time until thereafter changed or amended as provided therein or by applicable law, except that such Articles of Incorporation and Bylaws shall be amended to reflect that the name of the Surviving Corporation shall be "CVG, Incorporated."

(b) From and after the Effective Time, (i) the directors of Merger Sub serving immediately prior to the Effective Time shall be the directors of the Surviving Corporation until the earlier of their resignation or removal or until their respective successors are duly elected and qualified, as the case may be, and (ii) the officers of Merger Sub immediately prior to the Effective Time shall be the officers of the Surviving Corporation until the earlier of their resignation or removal or until their respective successors are duly elected and qualified, as the case may be.

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4. Effect of Merger on Outstanding Shares.

(a) Definitions. For the purposes of this Plan of Merger,

(i) "BB&T Fee Amount" shall mean $1,000,000.

(ii) "Closing Date Equity Consideration" shall mean the amount calculated as follows: (A) $34,675,000, minus (B) the Stockholder Loan Repayment Amount, minus (C) the BB&T Fee Amount;

(iii) "Closing Date Merger Consideration" shall mean the difference between the Closing Date Equity Consideration and the Option Payment Amount;

(iv) "Closing Date Per Share Merger Consideration" shall mean:

(A) in the case of the Principal Stockholders, an amount calculated as follows: (1) the quotient of (x) the sum of the Closing Date Equity Consideration plus the aggregate exercise price of all outstanding Options as of March 1, 2010, divided by (y) the number of Fully Diluted Shares, minus (2) the quotient of the Escrow Amount divided by the number of Shares held by the Principal Stockholders; and

(B) in the case of all Stockholders other than Principal Stockholders, the quotient of (1) the sum of the Closing Date Equity Consideration plus the aggregate exercise price of all outstanding Options as of March 1, 2010, divided by (2) the number of Fully Diluted Shares;

(v) "CVG Companies" shall mean, collectively, the wholly-owned subsidiaries of CVG;

(vi) "CVG Equity Plans" shall mean any employee or director stock option, stock purchase or equity compensation plan, arrangement or agreement of CVG;

(vii) "CVG Stockholder Loans" shall mean the loans extended to CVG from time to time by Dana H. Dalton, Olin Biddy and John J. Stover;

(viii) "Escrow Agreement" shall mean the escrow agreement to be entered into in connection with the execution and delivery of the Merger Agreement;

(ix) "Excluded Shares" shall mean (A) CVG Shares owned by any CVG Company and (B) Dissenting Shares;

(x) "Fully Diluted Shares" means the aggregate number of CVG Shares (other than CVG Shares to be cancelled in accordance with Section 4(b)(ii)) and CVG Share equivalents (including options, warrants and other interests convertible into or exchangeable for CVG Shares) outstanding immediately prior to the Effective Time, including for purposes of this computation the aggregate number of CVG Shares issuable upon the exercise in full of all Options outstanding immediately prior to the Effective Time, whether or not vested or currently exercisable;

(xi) "Merger Agreement" shall mean the Agreement and Plan of Merger, dated as of March 5, 2010, among the Acquiror, Merger Sub, CVG, each of the Principal Stockholders and Olin Biddy, an individual, solely in his capacity as the initial stockholder representative thereunder;

(xii) "Merger Consideration" shall mean the Closing Date Merger Consideration;

(xiii) "Option" shall mean an option or similar right to purchase Shares granted under any CVG Equity Plan;

(xiv) "Principal Stockholders" shall mean the following Stockholders of CVG: Dana H. Dalton, Olin Biddy and John J. Stover; and

(xv) "Stockholders" shall mean the holders of CVG Shares.

(b) Conversion of Outstanding Shares. As of the Effective Time, by virtue of the Merger and without any action on the part of any holder of CVG Shares:

(i) CVG Common Stock. Each issued and outstanding share of common stock of CVG (collectively, the "CVG Shares"), other than Excluded Shares, shall be cancelled and retired and converted into the right to receive (A) the Closing Date Per Share Merger Consideration, in cash, without interest, subject to deduction for any required withholding taxes, plus (B) any Merger Consideration which may be payable in respect of such Share pursuant to the Escrow Agreement, at the respective times and subject to the contingencies specified therein and in the Merger Agreement.

(ii) Each CVG Share that is owned by any of the CVG Companies immediately prior to the Effective Time shall automatically be cancelled and retired and shall cease to exist, and no cash or other consideration shall be delivered or deliverable in exchange therefor.

(iii) All shares of common stock of Merger Sub issued and outstanding immediately prior to the Effective Time shall be converted into one (1) fully paid share of common stock of the Surviving Corporation.

(iv) CVG Shares outstanding immediately prior to the Effective Time and held by a holder who has not voted in favor of the Merger or consented thereto in writing (a "Dissenting Holder") and who has properly demanded appraisal for such CVG Shares in accordance with the VSCA (such CVG Shares, "Dissenting Shares"), shall not be converted into the right to receive a portion of the Merger Consideration, but shall, from and after the Effective Time, have only such rights as are afforded to the holders thereof by the provisions of Article 15 of the VSCA. If, after the Effective Time, any such Dissenting Holder fails to perfect or withdraws or loses his right to appraisal, such

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Dissenting Shares shall thereupon be treated as if they had been converted as of the Effective Time into the right to receive the portion of the Merger Consideration, if any, to which such Dissenting Holder is entitled, without interest, pursuant to Section 4(b)(i) above. CVG shall give the Acquiror (a) prompt notice of any demands received by CVG for appraisal of CVG Shares, attempted written withdrawals of such demands, and any other instruments served pursuant to Virginia law and received by CVG relating to Stockholders' rights to appraisal with respect to the Merger and (b) the opportunity to direct all negotiations and proceedings with respect to any exercise of such appraisal rights under Virginia law. CVG shall not, except with the prior written consent of the Acquiror, voluntarily make any payment with respect to any demands for payment of fair value for capital stock of CVG, offer to settle or settle any such demands or approve any withdrawal of any such demands.

(c) Stock Options.

(i) At the Effective Time, unless otherwise agreed by CVG and any affected holder of Options, each outstanding Option, whether vested or unvested, shall be deemed fully vested and shall be cancelled, and in consideration of such cancellation, the Surviving Corporation shall pay as promptly as practicable to such holder, in full satisfaction of such Option, an amount in cash (without interest, and subject to deduction for any required withholding Taxes) equal to the product of (i) the number of Shares for which such Option is exercisable and (ii) the excess of the Closing Date Per Share Merger Consideration over the exercise price that such Option assigns to each CVG Share; provided, that if the exercise price that such Option assigns to each CVG Share is equal to or greater than the Closing Date Per Share Merger Consideration, such Option shall be cancelled without any cash payment being made in respect thereof.

(ii) Prior to the Effective Time, CVG shall deliver all required notices (which notices shall have been approved by the Acquiror, in its reasonable discretion) to each holder of Options setting forth each holder's rights pursuant to the respective CVG Equity Plan, stating that such Options shall be treated in the manner set forth in this Section 4(c).

5. Exchange of Shares.

(a) At or prior to the Effective Time, the Acquiror shall appoint a bank or trust company as paying agent in connection with the Merger (the "Paying Agent") or, at the Acquiror's option, the Acquiror shall act as Paying Agent. The Acquiror shall make available to the Paying Agent for the benefit of the Stockholders, as needed, the aggregate Closing Date Merger Consideration payable in accordance with Section 4(b) above. Such funds may be invested by the Paying Agent pending payment therefor by the Paying Agent to Stockholders. Earnings from such investments shall be the sole and exclusive property of the Acquiror or the Surviving Corporation, as the case may be, and no part thereof shall accrue to the benefit of Stockholders.

(b) Within two (2) Business Days following the Effective Time, the Acquiror shall deposit or cause to be deposited (i) with the Escrow Agent for deposit into the Escrow Fund, the Escrow Amount, (ii) with CVG, an amount necessary to make payment of the aggregate amounts due to holders of Options pursuant to Section 4(c) above (the "Option Payment Amount"), (iii) with CVG, an amount necessary to repay all outstanding principal under the CVG Stockholder Loans (the "Stockholder Loan Repayment Amount"), and (iv) with CVG, the BB&T Fee Amount, in each case by wire transfer of immediately available funds. The funds held pursuant to the Escrow Agreement shall be held, invested and distributed as provided in the Escrow Agreement and the Merger Agreement.

(c) As promptly as practicable after the Closing Date, and in any event within five (5) Business Days immediately following the Closing Date, the Surviving Corporation shall cause the Paying Agent to mail to each holder of record of a certificate or certificates that, immediately prior to the Effective Time, evidenced outstanding CVG Shares (the "Certificates") and whose CVG Shares were converted with the right to receive the consideration described in Section 4(b) above, (i) a letter of transmittal (which shall specify that delivery shall be effected, and risk of loss and title to the Certificates shall pass, only upon proper delivery of the Certificates to the Paying Agent and shall be in such form and have such other provisions as the Acquiror may specify) and (ii) instructions for use in effecting the surrender of the Certificates in exchange for payment therefor. Upon surrender of a Certificate for cancellation to the Paying Agent, together with such letter of transmittal duly executed, the holder of such Certificate shall be entitled to receive in exchange therefor (as promptly as practicable and in any event within five (5) business days thereafter), an amount in cash equal to (A) the Closing Date Per Share Merger Consideration multiplied by (B) the number of CVG Shares formerly represented by such Certificate, without interest and subject to deduction for any required withholding Taxes, and such Certificate shall, upon such surrender, be cancelled. If payment in respect of any Certificate is to be made to a person or entity other than the person or entity in whose name such Certificate is registered, it shall be a condition of payment that the Certificate so surrendered shall be properly endorsed or shall otherwise be in proper form for transfer, that the signatures on such Certificate or any related stock power shall be properly guaranteed and that the person or entity requesting such payment shall have established to the satisfaction of the Acquiror and the Paying Agent that any transfer and other taxes required by reason of such payment to a person or entity other than the registered holder of such Certificate have been paid or are not applicable. Until surrendered in accordance with the provisions of this Section 5, any Certificate (other than Certificates representing CVG Shares owned by a CVG Company and any Dissenting Shares) shall be deemed, at any time after the Effective Time, to represent only the right to receive the portion of the Merger Consideration payable with respect thereto (together, in the case of such Shares held by a Principal Stockholder, with any amounts to be distributed to such Principal Stockholders from the Escrow Fund as provided in the Escrow Agreement and the Merger Agreement), in cash, without interest, as contemplated herein.

(d) At the Effective Time, the stock transfer books of CVG shall be closed and there shall be no further registration of transfers of any shares of capital stock thereafter on the records of CVG. If, after the Effective Time, a Certificate (other than Certificates representing CVG Shares held by a CVG Company) is presented to the Surviving Corporation, it shall be cancelled and exchanged as provided in this Section 5.

(e) All cash paid upon conversion of the CVG Shares in accordance with the terms of this Plan of Merger and all cash deposited with the Escrow Agent and CVG pursuant to Section 5(b) shall be deemed to have been paid in full satisfaction of all rights pertaining to such CVG Shares. From and after the Effective Time, the holders of Certificates shall cease to have any rights with respect to CVG Shares represented thereby, except as otherwise provided herein or by applicable law.

(f) If any Certificate shall have been lost, stolen or destroyed, upon the making of an affidavit, in form and substance reasonably acceptable to the Acquiror, of that fact by the holder thereof, the Surviving Corporation shall pay or cause to be paid in exchange for such lost, stolen or destroyed Certificate the relevant portion of the Merger Consideration payable in respect thereof pursuant to Section 5(c) for CVG Shares represented thereby; provided, however, that the Surviving Corporation or the Paying Agent may, in their discretion, require the delivery of a satisfactory indemnity against any claim that may be made against it or the Surviving Corporation with respect to such Certificate.

(g) Promptly following the date that is six (6) months after the Effective Time, the Acquiror shall be entitled to require the Paying Agent to deliver to it any funds (including any interest or other income received with respect thereto) that had been made available to the Paying Agent and that have not been disbursed to holders of Certificates, or any Certificates or other documents relating to the Merger in its possession, and thereafter such holders shall be entitled to look to the Acquiror only as general creditors thereof with respect to any portion of the Merger Consideration payable upon due surrender of their Certificates, without interest. Notwithstanding anything to the contrary in this Section 5, to the fullest extent permitted by law, none of the Paying Agent, the Acquiror or the Surviving Corporation shall be liable to any holder of a Certificate for any amount delivered in good faith to a public official pursuant to any applicable abandoned property, escheat or similar law.

6. Withholding Rights. Each of the Acquiror, the Surviving Corporation and the Paying Agent shall be entitled to deduct and withhold from any consideration otherwise payable to any person or entity pursuant to this Plan of Merger such amounts as it is required to deduct and withhold with respect to the making of such payment under the Internal Revenue Code of 1986, as amended, or any provision of applicable laws relating to taxes. To the extent that such amounts are so withheld or paid over to or deposited with the relevant governmental authority by the Acquiror, the Surviving Corporation or the Paying Agent, such withheld amounts shall be treated for all purposes of this Plan of Merger as having been paid to the applicable person or entity in respect to which such deduction and withholding was made.

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7. Amendment. Subject to the terms of the Merger Agreement, this Plan of Merger may be amended by the Boards of Directors of CVG and Merger Sub at any time prior to the effective date of the Certificate of Merger; *provided, however*, that any amendment to this Plan of Merger made subsequent to the approval of this Plan of Merger by the shareholders of CVG and Merger Sub shall not:

(a) alter or change the amount or kind of shares or other securities, eligible interests, obligations, rights to acquire shares, other securities or eligible interests, cash or other property or rights to be received under the plan by the shareholders;

(b) alter or change any of the other terms or conditions of this Plan of Merger if the change would adversely affect such shareholders in any material respect; or

(c) alter or change any term of the Articles of Incorporation of CVG or Merger Sub.

8. Abandonment. This Plan of Merger may be terminated and the Merger abandoned at any time prior to the Effective Time by either Merger Sub or CVG by action of its Board of Directors if and only if the Merger Agreement is terminated in accordance with its terms.

9. Governing Law. This Plan of Merger shall be governed by the laws of the Commonwealth of Virginia.

EXHIBIT B

AMENDED AND RESTATED ARTICLES OF INCORPORATION OF THE SURVIVING CORPORATION

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 PI., 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.

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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 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

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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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COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

AT RICHMOND, MARCH 5, 2010

The State Corporation Commission finds the accompanying articles submitted on behalf of

CVG, Incorporated

comply with the requirements of law and confirms payment of all required fees. Therefore, it is ORDERED that this

CERTIFICATE OF MERGER AND RESTATEMENT

be issued and admitted to record with the articles of merger in the Office of the Clerk of the Commission, effective March 5, 2010. Each of the following:

Alpha Merger Corporation

is merged into CVG, Incorporated, which continues to exist under the laws of VIRGINIA with the name CVG, Incorporated, and the separate existence of each non-surviving entity ceases.

STATE CORPORATION COMMISSION

By /s/ James C. Dimitri

James C. Dimitri
Commissioner

MERGACPT
CIS0354
10-03-05-0501

Commonwealth of Virginia

State Corporation Commission

I Certify the Following from the Records of the Commission:

The foregoing is a true copy of all documents constituting the charter of Kratos Systems and Solutions, Inc. on file in the Clerk's Office of the Commission.

Nothing more is hereby certified.

Signed and Sealed at Richmond on this Date:
October 16, 2013

/s/ Joel H. Peck

Joel H. Peck, Clerk of the Commission

CISDJD

BYLAWS
OF
CVG, INCORPORATED

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.

CERTIFICATE OF SECRETARY

OF

CVG, INCORPORATED

I HEREBY CERTIFY that the foregoing is a full, true, and correct copy of the Bylaws of CVG Incorporated, a Virginia corporation, as in effect on the date hereof.

Dated: July 27, 2011

/s/ Deborah Butera
Deborah Butera

Exhibit 3.100

N. Y. S. DEPARTMENT OF STATE
DIVISION OF CORPORATIONS AND STATE RECORDS ALBANY, NY 12231-0001

FILING RECEIPT

ENTITY NAME: BSC PARTNERS, LLC

DOCUMENT TYPE: ARTICLES OF ORGANIZATION (DOM LLC) COUNTY: BROO

FILED: 12/22/2011 DURATION: ********* CASH#: 111222000728 FILM #: 111222000654

FILER:
RYAN M. MEAD
HINMAN, HOWARD & KATTELL, LLP
80 EXCHANGE STREET, 7TH FLOOR
BINGHAMTON, NY 13901

EXIST DATE
12/22/2011

ADDRESS FOR PROCESS:

HINMAN, HOWARD & KATTELL, LLP
ATTENTION: JAMES W. OREAND
BINGHAMTON, NY 13901

80 EXCHANGE STREET, 7TH FL.

REGISTERED AGENT:

SERVICE COMPANY: CORPORATION SERVICE COMPANY - 45 SERVICE CODE: 45 *

FEES	260.00	PAYMENTS	260.00
FILING	200.00	CASH	0.00
TAX	0.00	CHECK	0.00
CERT	0.00	CHARGE	0.00
COPIES	10.00	DRAWDOWN	260.00
HANDLING	50.00	OPAL	0.00
		REFUND	0.00

035782AJC DOS-1025 (04/2007)

STATE OF NEW YORK

DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.

WITNESS my hand and official seal of the Department of State, at the City of Albany, on December 23, 2011.

/s/ Daniel E. Shapiro
Daniel E. Shapiro
First Deputy Secretary of State

Rev. 05/09

CSC 45
DRAW DOWN

111222000654

ARTICLES OF ORGANIZATION

OF

BSC PARTNERS, LLC

Under Section 203 of the Limited Liability Company Law

FIRST: The name of the Limited Liability Company is: BSC Partners, LLC.

SECOND: The purpose for which the Company is to be formed is to carry on any lawful act or activity for which limited liability companies may be organized pursuant to the Limited Liability Company Law.

THIRD: The county within this state in which the office of the Limited Liability Company is to be located is Broome County.

FOURTH: The Secretary of State is designated as agent of the Limited Liability Company upon whom process against it may be served. The post office address within or without this state to which the Secretary of State shall mail a copy of any process against the Limited Liability Company served upon him or her is:

Hinman, Howard & Kattell, LLP
80 Exchange Street, 7th Floor
Binghamton New York, 13901
Attention: James W. Orband

IN WITNESS WHEREOF, these articles have been subscribed this 22nd day of December, 2011, by the undersigned.

/s/ Ryan M. Mead

By: Ryan M. Mead
Its: Organizer
Address: 80 Exchange Street 7th Floor
Binghamton, New York, 13901

111222000654

CSC 45
DRAW DOWN

111222000654

ARTICLES OF ORGANIZATION

OF

BSC PARTNERS, LLC

Under Section 203 of the Limited Liability Company Law

Filed by: Ryan M. Mead
Hinman, Howard & Kattell, LLP
80 Exchange Street, 7th Floor
Binghamton, New York, 13901
[ILLEGIBLE] 035782AJC

ICC
STATE OF NEW YORK
DEPARTMENT OF STATE
DEC 22 2011

FILED
TAXS
BY: [ILLEGIBLE]

FILED
2011 DEC 22 PM 2:49

AMENDED AND RESTATED OPERATING AGREEMENT

OF

BSC PARTNERS, LLC

(**a New York limited liability company**)

Parties

This Amended and Restated Operating Agreement (this "**Agreement**") is made as of March 19, 2014, by Kratos Technology & Training Solutions, Inc. (the "**Sole Member**").

Terms of Agreement

1. Purposes. The Company is formed for the purposes of (i) engaging in any lawful act or activity for which limited liability companies may be formed under the Act and (ii) engaging in any and all activities necessary or incidental to the foregoing.

2. Offices. The address of the initial registered office of the Company in New York shall be c/o Corporation Service Company 180 State Street, Albany NY 12207, and the name of the registered agent at such address shall be Corporation Service Company. The registered office and registered agent of the Company in the State of New York may be changed by the Sole Member from time to time. The Company may maintain such other offices, either within or without the State of New York, as may be designated by the Sole Member from time to time.

3. Member Name, Address and Initial Capital Contribution. The name and address of the Sole Member is Kratos Technology & Training Solutions, Inc., 4820 Eastgate Mall, Suite 200, San Diego, California 92121. The Sole Member's initial capital contribution is set forth in the Membership Interest Purchase Agreement, dated March , 2014, and the Sole Member's initial ownership interest in the Company is 100%.

4. Additional Capital Contributions. The Sole Member shall have the right, but no obligation, to make additional capital contributions to the Company at any time and from time to time.

5. Profits, Losses and Distributions. All profits and losses of the Company shall be for the account of the Sole Member. Distributions shall be made to the Sole Member at the times and in the aggregate amounts determined by the Sole Member.

6. Membership Certificates. The Sole Member shall be entitled to receive a certificate evidencing each such Member's interest in the Company in such form as may be prescribed by the Sole Member. The Company may issue a new certificate in the place of any previously issued certificate alleged to have been lost, stolen or destroyed, upon such terms and conditions as the Sole Member may prescribe.

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7. Management and Powers. The business and affairs of the Company shall be managed by or under the direction of the Sole Member.

8. Deposits, Checks, Drafts, Etc. All funds of the Company shall be deposited from time to time to the credit of the Company in such banks, trust companies or other depositories as the Managers may select. All checks, drafts or other orders for the payment of money and all notes or other evidence of indebtedness issued in the name of the Company shall be signed by one or more of the Managers or any other person designated by the Sole Member.

9. Company Records. The Company shall maintain the following records, within or without the State of New York:

(a) a copy of the Articles, with all amendments thereto or restatements thereof;

(b) a copy of this Agreement, with all amendments hereto or restatements hereof; and

(c) a copy of the Company's federal, state and local income tax or information returns and reports, if any, for the three most recent fiscal years.

10. Fiscal Year. The fiscal year of the Company shall be the calendar year, unless otherwise determined by the Sole Member and permitted by law.

11. Accounting Records. The accounting records of the Company shall be kept and the financial position and the results of its operations recorded, in United States dollars in accordance with tax and financial accounting principles and practices generally accepted in the United States. The accounting records of the Company shall reflect all Company transactions and shall be appropriate and adequate for the Company's business.

12. **Assignments.** The Sole Member may assign all or any portion of the Sole Member's membership interest in the Company to any person (an "**Assignee**"). Each Assignee shall become a member of the Company upon the occurrence of such assignment and shall have all of the rights and powers and shall be subject to all of the duties and obligations of a member from and after the time of such assignment. Upon assignment of all of the Sole Member's membership interest in the Company to one or more Assignees, the Sole Member shall cease to be a member of the Company.

13. **Resignation of the Sole Member.** The Sole Member may resign from the Company in accordance with the Act.

14. **Liability of Sole Member.** The Sole Member shall not have any liability for the obligations or liabilities of the Company except to the extent provided in the Act.

15. **Indemnification.** The Company may, with the consent of the Sole Member, indemnify any person in connection with any and all claims and demands whatsoever to the fullest extent permitted by the Act and any other applicable law as from time to time in effect.

16. **Member Rights.** Upon the bankruptcy or dissolution of the Sole Member, the Sole Member's successors or assigns shall have all of the Sole Member's rights with respect to the Company.

17. Dissolution Events. The Company shall be dissolved, its assets shall be disposed of, and its affairs wound up on the first to occur of the following:

(a) a determination by the Sole Member that the Company should be dissolved;

(b) sale of all or substantially all of the assets of the Company;

(c) at any time there are no members, provided that the Company shall not be dissolved and shall not be required to be wound up if, within 180 days after the occurrence of the event that terminated the membership of the Sole Member, the legal representative of the Sole Member agrees in writing to continue the Company and consents to the admission of the legal representative of the Sole Member or their respective assignees to the Company as a member, effective as of the occurrence of the event that terminated the membership of the Sole Member; or

(d) at such earlier time as may be provided by applicable law.

Within 90 days following the dissolution and the commencement of winding up of the Company, the Sole Member shall cause Articles of Dissolution to be filed in accordance with the Act.

18. Distribution of Assets Upon Dissolution. Upon the winding up of the Company after dissolution, the assets of the Company shall be distributed in the following order, all as required by the Act:

(a) to creditors in satisfaction of liabilities of the Company, whether by payment or by establishment of adequate reserves;

(b) to the Sole Member of the Company for the return of its respective capital contributions, to the extent not previously returned; and

(c) to the Sole Member of the Company, as a liquidating distribution.

A full accounting of the assets and liabilities of the Company shall be taken and a statement thereof shall be furnished to the Sole Member within thirty (30) days after the distribution of all of the assets of the Company. Such accounting and statements shall be prepared by an individual designated by the Sole Member.

19. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without application of its conflict of law principles.

20. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Sole Member, its respective successors and assigns.

21. Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under the present or future laws effective during the term of this Agreement, this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

22. Amendments. This Agreement may be altered, amended or repealed or a new Agreement may be adopted by the Sole Member.

23. Headings. Headings are inserted in this Agreement for convenience only and are not to be given any legal effect and shall not affect in any way the meaning or interpretation of the provision of this Agreement.

24. Conflicts. The terms of this Agreement shall be subject to, and governed by, the provisions of the Articles and the Act. In the event of a direct conflict between the terms of this Agreement and the provisions of the Articles or the Act, the provisions of the Articles or the Act, as the case may be, shall be controlling.

Execution

IN WITNESS WHEREOF, the Sole Member has caused this Agreement to be duly executed as of the date first set forth above.

Kratos Technology & Training Solutions, Inc.

By: /s/ Michael W. Fink

Name: MICHAEL W. FINK

Its: V.P. CONTRACTS

Exhibit 3.102

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "KPSS GOVERNMENT SOLUTIONS, INC." AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF INCORPORATION, FILED THE TWENTY-SEVENTH DAY OF JUNE, A.D. 1973, AT 9 O'CLOCK A.M.

CERTIFICATE OF RENEWAL, FILED THE TWENTY-SECOND DAY OF MARCH, A.D. 1981, AT 2:30 O'CLOCK P.M.

CERTIFICATE OF CHANGE OF REGISTERED AGENT, FILED THE NINTH DAY OF NOVEMBER, A.D. 1988, AT 9 O'CLOCK A.M.

CERTIFICATE OF AMENDMENT, CHANGING ITS NAME FROM "DELMARVA SYSTEMS CORP. " TO "DELMARVA SYSTEMS CORPORATION", FILED THE THIRTIETH DAY OF DECEMBER, A.D. 1993, AT 9 O'CLOCK A.M.

CERTIFICATE OF CHANGE OF REGISTERED AGENT, FILED THE FIFTH DAY OF MAY, A.D. 2005, AT 4:29 O'CLOCK P.M.

CERTIFICATE OF AMENDMENT, CHANGING ITS NAME FROM "DELMARVA SYSTEMS CORPORATION" TO "WFI DELAWARE INC.", FILED THE SEVENTH DAY OF DECEMBER, A.D. 2005, AT 6:14 O'CLOCK P.M.

CERTIFICATE OF AMENDMENT, CHANGING ITS NAME FROM "WFI

/s/ Jeffrey W. Bullock
Jeffrey W. Bullock, Secretary of State

0792651 8100H

131267214
You may verify this certificate online at corp.delaware.gov/authver.shtml

AUTHENTICATION: 0865457
DATE: 11-04-13

Delaware

The First State

DELAWARE INC." TO "KRATOS MID-ATLANTIC, INC.", FILED THE TWENTY-FIFTH DAY OF OCTOBER, A.D. 2007, AT 1:57 O'CLOCK P.M.

CERTIFICATE OF AMENDMENT, CHANGING ITS NAME FROM "KRATOS MID-ATLANTIC, INC." TO "KPSS GOVERNMENT SOLUTIONS, INC.", FILED THE TWENTY-EIGHTH DAY OF AUGUST, A.D. 2012, AT 5:15 O'CLOCK P.M.

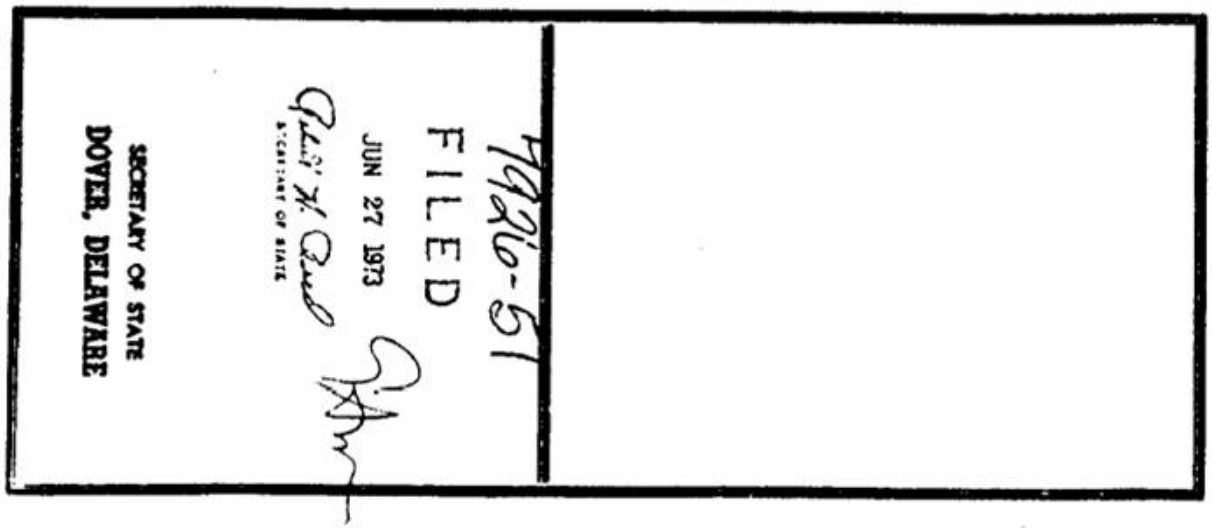
AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID CORPORATION, "KPSS GOVERNMENT SOLUTIONS, INC.".

/s/ Jeffrey W. Bullock
Jeffrey W. Bullock, Secretary of State

0792651 8100H

131267214
You may verify this certificate online at corp.delaware.gov/authver.shtml

AUTHENTICATION: 0865457
DATE: 11-04-13



CERTIFICATE OF INCORPORATION

OF

DELMARVA SYSTEMS CORP.

FIRST: The name of the Corporation is Delmarva Systems Corp. a corporation formed in accordance with the General Corporation Law of Delaware.

SECOND: The address of the Corporation's registered office in the State of Delaware is

14 GraHam Court
Village of Drummond Hill
Newark, NCCo, DE 19711

The registered agent at such address shall be the corporation itself.

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 Delaware.

FOURTH: The total number of shares of stock which the Corporation shall have authority to issue is two hundred fifty (250) shares, no-par value.

FIFTH: The name and mailing address of the incorporator are as follows:

Name	Address
Eduard F. von Wettberg, III	c/o Morris, James, Hitchens & Williams 7th Floor Market Tower Wilmington, DE 19801

SIXTH: Whenever a compromise or arrangement is proposed between this Corporation and its creditors or any class of them and/or between this Corporation and its stock-holders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of this Corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for this Corporation under the provisions of Section 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for this Corporation under the provisions of Section 279 of Title 8 of the Delaware Code, order a meeting of the creditors or class of creditors, and/or of the stockholder or class of stockholders of this Corporation,

as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of this Corporation as a consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of this Corporation, as the case may be, and also on this Corporation.

SEVENTH: The original by-laws of the Corporation shall be adopted by the incorporator. Thereafter, the power to make, alter or repeal by-laws shall be in the Directors of the Corporation.

THE UNDERSIGNED, being the incorporator for the purpose of forming a corporation pursuant to Chapter I, Title 8, of the Delaware Code, entitled "General Corporation Law,"

and the acts amendatory thereof and supplemental thereto, if any, makes and files, this Certificate of Incorporation, hereby declaring and certifying that the facts herein are true, and accordingly has set his hand and seal the twenty-sixth day of June, 1973.

In the Presence of:

/s/ Eduard F. von Wettberg, III (SEAL)
Eduard F. von Wettberg, III

STATE OF DELAWARE)
) ss.
NEW CASTLE COUNTY)

BE IT REMEMBERED, that on this twenty-sixth day of June, 1973, personally came before me, the Subscriber, a Notary Public for the State and County aforesaid, Eduard F. von Wettberg, III, party to the foregoing Certificate of Incorporation, known to me personally to be such, and acknowledged the said Certificate to be his act and deed, and that the facts therein stated were truly set forth.

GIVEN under my Hand and Seal of Office, the day and year aforesaid.

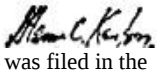
Notary Public

Certificate

FILED

for Renewal and Revival of Charter

SEP 22 1981 2:30pm



DELMARVA SYSTEMS CORPORATION a corporation organ'sed under the laws of Delaware, the certificate of incorporation of which was filed in the office of the Secretary of State on the 26 day of June 1973, and recorded in the office of the Recorder of Deeds for NEW CASTLE County, in Certificate of incorporation Record ,Vol., Page, on the day of 19, the charter of which was voided for nonpayment of taxes, now desires to procure a restoration, renewal and revival of its charter, and hereby certifies as follows:

1. The name of this corporation is DELMARVA SYSTEMS CORPORATION

2. Its registered office in the state of Delaware is located at…. 14 GRAHAM COURT Street, City of NEWARK, County of NEW CASTLE and the ease and address of its registered agent is CARL V. THOMAS 14 GRAHAM COURT NEWARK, DELAWARE 19711

3. The data when the restoration, renewal, and revival of the charter of this company is to commence is the 29th day of FEBRUARY, same being prior to the date of the expiration of the charter. This renewal and revival of the charter of this corporation is to be perpetual.

4. This corporation was duly organized and carried on the business authorized by its charter until the 1st day of MARCH A. D. 1981, at which time its charter became inoperative and void for non-payment of taxes and this certificate for renewal and revival is filed by authority of the duly elected directors of the corporation in accordance with the laws of the State of Delaware.

IN TESTIMONY WHEREOF, and in compliance with the provisions of Section 312 of the General Corporation Law of the State of Delaware, as amended, providing for the renewal, extension and restoration of charters, CARL V. THOMAS the last and acting President, and CARL V. THOMAS, the last and acting Secretary of DELMARVA SYSTEMS CORPORATION, have hereunto set their hands to this certificate this 22 day of SEPTEMBER, 1981

/s/ Carl V. Thomas
LAST AND ACTING SECRETARY

ATTEST:

/s/ Carl V. Thomas
LAST AND ACTING SECRETARY

CERTIFICATE OF CHANGE OF LOCATION OF REGISTERED OFFICE AND/OR REGISTERED AGENT OF

FILED 9 AM

DELMARVA SYSTEMS CORP. NOV 9 1998

The Board of Directors of the DELMARVA SYSTEMS CORP.
a Corporation of Delaware, on this 26th day of October, AD. 1988, do hereby resolve and order that the location of the Registered Office of this Corporation within this State be, and the same hereby is 1100 First State Boulevard Street, in the City of Newport, County of New Castle Zip Code 19804

The name of the Registered Agent therein and in charge thereof upon whom process against this Corporation may be served, is CARL V. THOMAS 1100 First State Boulevard, Newport, DE 19804

The DELMARVA SYSTEMS CORP., a Corporation of Delaware, does hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Directors at a meeting held as herein stated.

IN WITNESS WHEREOF, said Corporation has caused this certificate to be signed by its President and Attested by its Secretary, the 26th day of October AD., 1988

BY: /s/ Carl V. Thomas
President

ATTEST:

Secretary

SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 12/30/1993
933655459 – 792651

AMENDMENT

TO

CERTIFICATE OF INCORPORATION

OF

DELMARVA SYSTEMS CORP.

The Certificate of Incorporation of DELMARVA SYSTEMS CORP. is amended by changing Articles FIRST AND FOURTH to read as follows:

"FIRST: The name of the Corporation is Delmarva Systems Corporation."

"FOURTH: The total number of shares of stock which the Corporation shall authority to issue is two thousand (2000) shares, no-par value."

I, THE UNDERSIGNED, being the President of the above-named corporation, do make and file this Amendment to the Certificate of Incorporation and certify that this Amendment has been duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware and hereby declare and certify that this is the act and deed of the corporation and the facts herein stated are true, and accordingly have hereunto set my hand and seal of this corporation this 29 day of December 1993.

/s/ Carl V. Thomas
President

Attest:

/s/ Carl V. Thomas
Secretary

CERTIFICATE OF CHANGE OF LOCATION OF REGISTERED OFFICE

AND OF REGISTERED AGENT

OF

DELMARVA SYSTEMS CORPORATION

It is hereby certified that:

1. The name of the corporation (hereinafter called the "corporation") is:

DELMARVA SYSTEMS CORPORATION

2. The registered office of the corporation within the State of Delaware is hereby changed to 2711 Centerville Road, Suite 400, City of Wilmington 19808, County of New Castle.

3. The registered agent of the corporation within the State of Delaware is hereby changed to Corporation Service Company, the business office of which is identical with the registered office of the corporation as hereby changed.

4. The corporation has authorized the changes hereinbefore set forth by resolution of its Board of Directors.

Signed on May 2, 2005.

Name: /s/James R. Edwards
Title: Senior Vice President

State of Delaware
Secretary of State
Division of Corporations
Delivered 05:57 PM 05/05/2005
FILED 04:29 PM 05/05/2005
SRV 050367594 – 0792651 FILE

State of Delaware
Secretary of State
Division of Corporations
Delivered 06:31 PM 12/07/2005
FILED 06:14 PM 12/07/2005
SRV 050997240 – 0792651 FILE

STATE OF DELAWARE
CERTIFICATE OF AMENDMENT
OF CERTIFICATE OF INCORPORATION

The corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware does hereby certify:

FIRST: That at a meeting of the Board of Directors of Delmarva Systems Corporation resolutions were duly adopted setting forth a proposed amendment of the Certificate of Incorporation of said corporation, declaring said amendment to be advisable and calling a meeting of the stockholders of said corporation for consideration thereof. The resolution setting forth the proposed amendment is as follows:

RESOLVED, that the Certificate of Incorporation of this corporation be amended by changing the Article thereof numbered " First " so that, as amended, said Article shall be and read as follows:

" the name of the Corporation is WFI Delaware Inc."

SECOND: That thereafter, pursuant to resolution of its Board of Directors, a special meeting of the stockholders of said corporation was duly called and held upon notice in accordance with Section 222 of the General Corporation Law of the State of Delaware at which meeting the necessary number of shares as required by statute were voted in favor of the amendment.

THIRD: That said amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

FOURTH: That the capital of said corporation shall not be reduced under or by reason of said amendment.

IN WITNESS WHEREOF, said corporation has caused this certificate to be signed this 2nd day of December, 2005.

By: /s/ Chris Caulson
Authorized Officer
Title: Vice President, Finance

Name: Chris Caulson
Print or Type

State of Delaware
Secretary of State
Division or Corporations
Delivered 02:23 PM 10/25/2007
FILED 01:57 PM 10/25/2007
SRV 071154693 – 0792651 FILE

STATE OF DELAWARE
CERTIFICATE OF AMENDMENT
OF CERTIFICATE OF INCORPORATION

WFI DELAWARE INC.

The corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware does hereby certify:

FIRST: That at a meeting of the Board of Directors of WFI Delaware Inc., resolutions were duly adopted setting forth a proposed amendment of the Certificate of Incorporation of said corporation, declaring said amendment to be advisable and calling a meeting of the stockholders of said corporation for consideration thereof. The resolution setting for the proposed amendment is as follows:

Now, THEREFORE, BE IT RESOLVED, that Article I of the Corporation's Certificate of Incorporation be, and it hereby is, amended in its entirety to read as follows:

FIRST: The name of the corporation is Kratos Mid-Atlantic, Inc.

SECOND: That thereafter, pursuant to resolution of its Board of Directors, a special meeting of the stockholders of said corporation was duly called and held upon notice in accordance with Section 222 of the General Corporation Law of the State of Delaware at which meeting the necessary number of shares as required by statute were voted in favor of the amendment.

THIRD: That said amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

FOURTH: That the capital of said corporation shall not be reduced under or by reason of said amendment.

IN WITNESS WHEREOF, said corporation has caused this certificate to be signed this 24th day of October, 2007.

By: /s/ James R. Edwards
Title: Secretary
Name: James R. Edwards

State of Delaware
Secretary of State
Division of Corporations
Delivered 05:30 PM 08/28/2012
FILED 05:15 PM 08/28/2012
SBV 120979589 – 0792651 FILE

STATE OF DELAWARE
CERTIFICATE OF AMENDMENT
OF CERTIFICATE OF INCORPORATION

The corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware does hereby certify:

FIRST: That at a meeting of the Board of Directors of Kratos Mid-Atlantic, Inc.
resolutions were duly adopted setting forth a proposed amendment of the Certificate of Incorporation of said corporation, declaring said amendment to be advisable and calling a meeting of the stockholders of said corporation for consideration thereof. The resolution setting forth the proposed amendment is as follows:

RESOLVED, that the Certificate of Incorporation of this corporation be amended by changing the Article thereof numbered "1st " so that, as amended, said Article shall be and read as follows:

The corporations name shall be changed to KPSS Government Solutions, Inc.

SECOND: That thereafter, pursuant to resolution of its Board of Directors, a special meeting of the stockholders of said corporation was duly called and held upon notice in accordance with Section 222 of the General Corporation Law of the State of Delaware at which meeting the necessary number of shares as required by statute were voted in favor of the amendment.

THIRD: That said amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, said corporation has caused this certificate to be signed this 28th day of August, 2012.

By: /s/ Michael W. Fink
Authorized Officer
Title: VICE PRESIDENT CONTRACTS

Name: MICHAEL W. FINK
Print or Type

Exhibit 3.103

BY-LAWS

OF

DELMARVA SYSTEMS CORP.

ARTICLE I

OFFICES

Section l. The registered office shall be at 14 Graham Court, Newark, Delaware.

Section 2. The corporation may also have offices at such other places both within and without Delaware as the board of directors may from time to time determine or the business of the corporation may require.

ARTICLE II

MEETINGS OF STOCKHOLDERS

Section 1. All meetings of the stockholders for the election of directors shall be held in New Castle County, Delaware, at such place as may be fixed from time to time by the board of directors, or at such other place either within or without Delaware as shall be designated from time to time by the board of directors and stated in the notice of the meeting. Meetings of stockholders for any other purpose may be held at such time and place, within or without Delaware, as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual meetings of stockholders, commencing with the year 1974 shall be held on the third Wednesday of the third month following the close of the fiscal year if not a legal holiday, and if a legal holiday, then on the next secular day following, at 10:00 A.M., or at such other date and time as shall be designated from time to time by the board of directors and stated in the notice of the meeting, at which they shall elect by a plurality vote a board of directors, and transact such other business as may properly be brought before the meeting.

Section 3. Written notice of the annual meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten nor more than fifty days before the date of the meeting.

Section 4. The officer who has charge of the stock ledger of the corporation shall prepare and make, at least ten days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present.

Section 5. Special meetings of the stockholders, for any purpose or purposes, unless otherwise prescribed by statute or by the certificate of incorporation, may be called by the president and shall be called by the president or secretary at the request in writing of a majority of the board of directors, or at the request in writing of stockholders owning a majority in amount of the entire capital stock of the corporation issued and outstanding and entitled to vote. Such request shall state the purpose or purposes of the proposed meeting.

Section 6. Written notice of a special meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called, shall be given not less than ten nor more than fifty days before the date of the meeting, to each stockholder entitled to vote at such meeting.

Section 7. Business transacted at any special meeting of stockholders shall be limited to the purposes stated in the notice.

Section 8. The holders of a majority of the stock issued and outstanding and entitled to vote thereat, present in person, shall constitute a quorum at all meetings of the stockholders for the transaction of business except as otherwise provided by statute or by the certificate of incorporation. If, however, such quorum shall not be present at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person, shall have the power to adjourn the meeting from time to time, without notice other than the announcement at the meeting, until a quorum shall be present. At such adjourned meeting, at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally notified. If the adjournment is for more than thirty days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

Section 9. When a quorum is present at any meeting, the vote of the holders of a majority of the stock having voting power present in person shall decide any question brought before such meeting, unless the question is one upon which by express provision of the statutes or of the certificate of incorporation a different vote is required, in which case such express provision shall govern and control the decision of such question.

Section 10. Each stockholder shall, at every meeting of the stockholders, be entitled to one vote in person for each share of the capital stock having voting power held by such stockholder.

Section 11. Whenever the vote of stockholders at a meeting thereof is required or permitted to be taken for or in connection with any corporate action, by any provision of the statutes, the meeting and vote of stockholders may be dispensed with if a consent 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. If, pursuant to this provision, corporate action is taken without a meeting by less than unanimous written consent, prompt notice of the taking of such action shall be given to those stockholders who have not consented in writing.

ARTICLE III

DIRECTORS

Section 1. The number of directors which shall constitute the whole board shall be such number as shall be determined from time to time by resolution of the board of directors.

The directors shall be elected at the annual meeting of the stockholders, except as provided in Section 2 of this Article, and each director elected shall hold office until his successor is elected and qualified. Directors need not be stockholders.

Section 2. Vacancies and newly created directorships resulting from any increase in the authorized number of directors may be filled by a majority of the directors then in office, though less than a quorum, or by a sole remaining director, and the directors so chosen shall hold office until the next annual election and until their successors are duly elected and shall qualify, unless sooner displaced. If there are no directors in office, then an election of directors may be held in the manner provided by statute. If, at the time of filling any vacancy or any newly created directorship, the directors then in office shall constitute less than a majority of the whole board (as constituted immediately prior to any such increase), the Court of Chancery may, upon application of any stockholder or stockholders holding at least ten percent of the total number of the shares at the time outstanding having the right to vote for such directors, summarily order an election to be held to fill any such vacancies or newly created directorships or to replace the directors chosen by the directors then in office.

Section 3. The business of the corporation shall be managed by its board of directors which may exercise all such powers of the corporation and do all such lawful acts and things as are not by statute or by the certificate of incorporation or by these by-laws directed or required to be exercised or done by the stockholders.

MEETING OF THE BOARD OF DIRECTORS

Section 4. The board of directors of the corporation may hold meetings, both regular and special, either within or without Delaware.

Section 5. The first meeting of each newly elected board of directors shall be held at such time and place as shall be fixed by the vote of the stockholders at the annual meeting and no notice of such meeting shall be necessary to the newly elected directors in order legally to constitute the meeting, provided a quorum shall be present.

In the event of the failure of the stockholders to fix the time or place of such first meeting of the newly elected board of directors, or in the event such meeting is not held at the time and place so fixed by the stockholders, the meeting may be held at such time and place as shall be specified in a notice given as hereinafter provided for special meetings of the board of directors, or as shall be specified in a written waiver signed by all of the directors.

Section 6. Regular meetings of the board of directors may be held without notice at such time and at such place as shall from time to time be determined by the board.

Section 7. Special meetings of the board may be called by the president on two days' notice to each director, either personally or by mail or by telegram; special meetings shall be called by the president or secretary in like manner and on like notice on the written request of two directors.

Section 8. At all meetings of the board a majority of the directors shall constitute a quorum for the transaction of business and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the board of directors, except as may be otherwise specifically provided by statute or by the certificate of incorporation. If a quorum shall not be present at any meeting of the board of directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 9. Unless otherwise restricted by the certificate of incorporation or these by-laws, any action required or permitted to be taken at any meeting of the board of directors or of 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 the writing or writings are filed with the minutes of proceedings of the board or committee.

COMMITTEES OF DIRECTORS

Section 10. The board of directors may, by resolution passed by a majority of the whole board, designate one or more committees. The board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee.

Any such committee, to the extent provided in the resolution, shall have and may exercise the powers of the board of directors in the management of the business and affairs of the corporation, and may authorize the seal of the corporation to be affixed to all papers which may require it; provided, however, that in the absence or disqualification of any member of such committee or committees, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the board of directors to act at the meeting in the place of any such absent or disqualified member. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the board of directors.

Section 11. Each committee shall keep regular minutes of its meetings and report the same to the board of directors when required.

COMPENSATION OF DIRECTORS

Section 12. The directors may be paid their expenses, if any, of attendance at each meeting of the board of directors and may be paid a fixed sum for attendance at each meeting of the board of directors or a stated salary as director. No such payment shall preclude any director from serving the corporation in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed like compensation for attending committee meetings.

ARTICLE IV

NOTICES

Section 1. Whenever under the provisions of the statutes or of the certificate of incorporation or of these by-laws, notice is required to be given to any director or stockholder, it shall not be construed to mean personal notice, but such notice may be given in writing, by mail, addressed to such director or stockholder, at his address as it appears on the records of the corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Notice to directors may also be given by telegram.

Section 2. Whenever any notice is required to be given under the provisions of the statutes or of the certificate of incorporation or of these by-laws, a waiver thereof in writing signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE V

OFFICERS

Section 1. The officers of the corporation shall be chosen by the board of directors and shall be a president, a vice-president, a secretary and a treasurer. The board of directors may also choose additional vice-presidents, and one or more assistant secretaries and assistant treasurers. Any number of offices may be held by the same person, unless the certificate of incorporation or these by-laws otherwise provide.

Section 2. The board of directors at its first meeting after each annual meeting of stockholders shall choose a president, one or more vice-presidents, a secretary and a treasurer.

Section 3. The board of directors may appoint such other officers and agents as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the board.

Section 4. The salaries of all officers and agents of the corporation shall be fixed by the board of directors. Any payments made to an officer of the corporation such as salary, commission, bonus, interest or rent, or entertainment expenses incurred by him, which shall be disallowed in whole or in part as a deductible expense by the Internal Revenue Service, shall be reimbursed by such officer to the corporation to the full extent of such disallowance. It shall be the duty of the directors, as a board, to enforce payment of each such amount disallowed. In lieu of payment by the officer, subject to the determination of the directors, proportionate amounts may be withheld from his future compensation payments until the amount owed to the corporation has been recovered.

Section 5. The officers of the corporation shall hold office until their successors are chosen and qualify. Any officer elected or appointed by the board of directors may be removed at any time by the affirmative vote of a majority of the board of directors. Any vacancy occurring in any office of the corporation shall be filled by the board of directors.

THE PRESIDENT

Section 6. The president shall be the chief executive officer of the corporation, shall preside at all meetings of the stockholders and the board of directors, shall have general and active management of the business of the corporation and shall see that all orders and resolutions of the board of directors are carried into effect.

Section 7. He shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the board of directors to some other officer or agent of the corporation.

THE VICE-PRESIDENTS

Section 8. In the absence of the president or in the event of his inability or refusal to act, the vice-president (or in the event there be more than one vice-president, the vice-presidents in the order designated, or in the absence of any designation, then in the order of their election) shall perform the duties of the president, and when so acting, shall have all the powers of and be subject to all the restrictions upon the president. The vice-presidents shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

THE SECRETARY AND ASSISTANT SECRETARIES

Section 9. The secretary shall attend all meetings of the board of directors and all meetings of the stockholders and record all the proceedings of the meetings of the corporation and of the board of directors in a book to be kept for that purpose and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the board of directors, and shall perform such other duties as may be prescribed by the board of directors or president, under whose supervision he shall be. He shall have custody of the corporate seal of the corporation and he, or an assistant secretary, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by his signature or by the signature of such assistant secretary. The board of directors may give general authority to any other officer to affix the seal of the corporation and to attest the affixing by his signature.

Section 10. The assistant secretary, or if there be more than one, the assistant secretaries in the order determined by the board of directors (or if there be no such determination, then in the order of their election) shall, in the absence of the secretary or in the event of his inability or refusal to act, perform the duties and exercise the powers of the secretary and shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

THE TREASURER AND ASSISTANT TREASURERS

Section 11. The treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the board of directors.

Section 12. He shall disburse the funds of the corporation as may be ordered by the board of directors, taking proper vouchers for such disbursements, and shall render to the president and the board of directors, at its regular meetings, or when the board of directors so requires, an account of all his transactions as treasurer and of the financial condition of the corporation.

Section 13. If required by the board of directors, he shall give the corporation a bond (which shall be renewed every six years) in such sum and with such surety or sureties as shall be satisfactory to the board of directors for the faithful performance of the duties of his office and for the restoration to the corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the corporation.

Section 14. The assistant treasurer, or if there shall be more than one, the assistant treasurers, in the order determined by the board of directors (or if there be no such determination, then in the order of their election), shall, in the absence of the treasurer or in the event of his inability or refusal to act, perform the duties and exercise the powers of the treasurer and shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

ARTICLE VI

CERTIFICATES OF STOCK

Section 1. Every holder of stock in the corporation shall be entitled to have a certificate, signed by, or in the name of the corporation by, the chairman or vice-chairman of the board of directors or the president or a vice-president and the treasurer or an assistant treasurer, or the secretary or an assistant secretary of the corporation, certifying the number of shares owned by him in the corporation.

Section 2. Where a certificate is countersigned (1) by a transfer agent other than the corporation or its employee, or (2) by a registrar other than the corporation or its employee, any other signature on the certificate may be facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate before such certificate is issued, it may be issued by the corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

LOST CERTIFICATES

Section 3. The board of directors may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate or certificates, the board of directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate or certificates, or his legal representative to advertise the same in such manner as it shall be required and/or to give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

TRANSFERS OF STOCK

Section 4. Upon surrender to the corporation or the transfer agent of the corporation of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, it shall be the duty of the corporation to issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its books.

FIXING RECORD DATE

Section 5. In order that the corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution of allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the board of directors may fix, in advance, a record date, which shall be not more than sixty nor less than ten days before the date of such meeting, nor more than sixty days prior to any other action. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the board of directors may fix a new record date for the adjourned meeting.

REGISTERED STOCKHOLDERS

Section 6. The corporation shall be entitled to recognize the exclusive right of a person registered in its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of Delaware.

ARTICLE VII

GENERAL PROVISIONS

DIVIDENDS

Section 1. Dividends upon the capital stock of the corporation, subject to the provisions of the certificate of incorporation, if any, may be declared by the board of directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property, or in shares of the capital stock, subject to the provisions of the certificate of incorporation.

Section 2. Before payment of any dividend, there may be set aside out of any funds of the corporation available for dividends such sum or sums as the directors from time to time, in their absolute discretion, think proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the corporation, or for such other purpose as the directors shall think conducive to the interest of the corporation, and the directors may modify or abolish any such reserve in the manner in which it was created.

ANNUAL STATEMENT

Section 3. The board of directors shall present at each annual meeting, and at any special meeting of the stockholders when called for by vote of the stockholders, a full and clear statement of the business and condition of the corporation.

CHECKS

Section 4. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the board of directors may from time to time designate.

FISCAL YEAR

Section 5. The fiscal year of the corporation shall be fixed by resolution of the board of directors.

SEAL

Section 6. The corporate seal shall have inscribed thereon the words “Corporate Seal, Delaware” and may. include the name of the corporation and the year of its organization. The corporate seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any other manner reproduced. The corporation may adopt for any transaction, without the specific leave of the directors, a seal which is different from its customary and usual seal; and it shall be sufficient in any document requiring the seal of the corporation if the officer executing such document on behalf of the corporation, being authorized to do so, writes or prints the word “Seal” or makes some similar mark.

ARTICLE VIII

AMENDMENTS

Section 1. These by-laws may be altered, amended or repealed or new by-laws may be adopted by the stockholders or by the board of directors, when such power is conferred upon the board of directors by the certificate of incorporation, at any regular meeting of the stockholders or of the board of directors or at any special meeting of the stockholders or of the board of directors if notice of such alteration, amendment, repeal or adoption of new by-laws be contained in the notice of such special meeting.

Delaware
The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS FILED FROM AND INCLUDING THE RESTATED CERTIFICATE OR A MERGER WITH A RESTATED CERTIFICATE ATTACHED OF "SECUREINFO CORPORATION" AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

RESTATED CERTIFICATE, FILED THE TWENTY-THIRD DAY OF FEBRUARY, A.D. 2007, AT 6:01 O'CLOCK P.M.

CERTIFICATE OF AMENDMENT, FILED THE TENTH DAY OF APRIL, A.D. 2008, AT 3:39 O'CLOCK P.M.

CERTIFICATE OF AMENDMENT, FILED THE SIXTEENTH DAY OF DECEMBER, A.D. 2008, AT 7:01 O'CLOCK P.M.

CERTIFICATE OF MERGER, FILED THE FOURTEENTH DAY OF NOVEMBER, A.D. 2011, AT 10:30 O'CLOCK P.M.

CERTIFICATE OF CORRECTION, FILED THE TWENTY-FIRST DAY OF NOVEMBER, A.D. 2011, AT 9:27 O'CLOCK A.M.

/s/ Jeffrey W. Bullock
Jeffrey W. Bullock, Secretary of State

3675187 8100X

131267272
You may verify this certificate online at corp.delaware.gov/authver.shtml

AUTHENTICATION: 0865505
DATE: 11-04-13

State of Delaware
Secretary of State
Division of Corporations
Delivered 06:01 PM 02/23/2007
FILED 06:01 PM 02/23/2007
SRV 070219987 – 3675187 FILE

SIXTH AMENDED AND RESTATED

CERTIFICATE OF INCORPORATION

OF

SECUREINFO CORPORATION

SECUREINFO CORPORATION, a Delaware corporation (the "Company"), does hereby certify that:

FIRST: The present name of the Company is "Securelnfo Corporation." The Company was originally incorporated by the filing of its original Certificate of Incorporation with the Secretary of State of the State of Delaware on June 26, 2003 under the name "Securelnfo Corporation."

SECOND: This Sixth Amended and Restated Certificate of Incorporation (this "Certificate of Incorporation") amends and restates in its entirety the Fifth Amended and Restated Certificate of Incorporation of the Company, and has been approved in accordance with Sections 141, 228, 242 and 245 of the General Corporation Law of the State of Delaware.

THIRD: This Certificate of Incorporation shall become effective immediately upon its filing with the Secretary of State of the State of Delaware.

FOURTH: Upon the filing of this Certificate of Incorporation with the Secretary of State of the State of Delaware, the Fifth Amended and Restated Certificate of Incorporation of the Company shall be restated in its entirety to read as set forth on Exhibit A attached hereto.

IN WITNESS WHEREOF, the undersigned, being a duly authorized officer of the Company, DOES HEREBY CERTIFY, under penalties of perjury, that the facts hereinabove stated are truly set forth and, accordingly, such officer has hereunto set his hand as of February 23, 2007.

By: /s/ Stewart D. Curley
Stewart D. Curley
Chief Financial Officer

Exhibit A

SIXTH AMENDED AND RESTATED

CERTIFICATE OF INCORPORATION

OF

SECUREINFO CORPORATION

ARTICLE I

The name of the Company (herein called the "Company") is Securelnfo Corporation.

ARTICLE II

The address of the registered office of the Company in the State of Delaware is 615 South DuPont Hightway, City of Dover, County of Kent. The name of the registered agent of the Company at such address is Capitol Services, Inc.

ARTICLE III

The purpose of the Company 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 "DGCL").

ARTICLE IV

1. Authorized Shares. The Company shall be authorized to issue 97,970,497 shares of all classes, consisting of (i) 56,000,000 shares of common stock, par value $0.001 per share (the "Common Stock"), and (ii) 41,970,497 shares of preferred stock, par value $0.001 per share (the "Preferred Stock").

2. Common Stock. Each share of Common Stock shall be identical in all respects and for all purposes and entitled to: one vote in all proceedings in which action may or is required to be taken by stockholders of the Company; participate equally in all dividends payable with respect to the Common Stock, as, if and when declared by the Board of Directors of the Company (the "Board") subject to any preference in favor of any class or series of Preferred Stock; and share ratably in all distributions of assets of the Company in the event of any voluntary or involuntary liquidation, or winding up of the affairs of the Company, subject to any rights and preferences in favor of any class or series of Preferred Stock. Effective immediately as of the time that this Sixth Amended and Restated Certificate of Incorporation (this "Certificate of Incorporation") is filed with the Secretary of State of Delaware and declared effective (the "Filing Date"), every twelve (12) shares of the Company's outstanding Common Stock will be

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combined and automatically become one (1) share of outstanding Common Stock (the "Stock Combination"). No fractional shares of Common Stock shall be issued in connection with the Stock Combination: All shares of Common Stock so combined that are held by a stockholder will be aggregated subsequent to the foregoing Stock Combination and each fractional share resulting from such aggregation held by a stockholder shall be rounded down to the nearest whole share. In lieu of any fractional share of Common Stock to which a stockholder would otherwise be entitled as a result of the foregoing Stock Combination, the Company shall pay a cash amount to such stockholder equal to the fair value of such fractional share as of the Filing Date, as determined in good faith by the Board of Directors. Notwithstanding the foregoing, the par value of each share of Common Stock shall not be adjusted in connection with the Stock Combination. Except as provided in the immediately preceding sentence, all share amounts, amounts per share and per share numbers set forth in this Certificate of Incorporation have been appropriately adjusted to reflect the Stock Combination.

3. Preferred Stock.

(a) Of the 41,970,497 authorized shares of Preferred Stock,

(i) 3,500,000 shares shall be designated "Series A Preferred Stock" (the "Series A Preferred Shares");

(ii) 1,884,944 shares shall be designated "Series A-1 Preferred Stock" (the "Series A-1 Preferred Shares"):

(iii) 606,660 shares shall be designated "Series A-2 Preferred Stock" (the "Series A-2 Preferred Shares", and together with the Series A Preferred Shares and the Series A-1 Preferred Shares, the "Series A/A-1/A-2 Preferred Shares"):

(iv) 8,960,621 shares shall be designated "Series B Redeemable Preferred Stock" (the "Series B Preferred Shares");

(v) 6,102,026 shares shall be designated "Series B-1 Redeemable Preferred Stock" (the "Series B-1 Preferred Shares", and, together with the Series B Preferred Shares, the Series B/B-1 Preferred Shares");

(vi) 11,000,000 shares shall be designated "Series C Convertible Redeemable Preferred Stock" (the "Series C Preferred Shares");

(vii) 6,916,246 shares shall be designated "Series C-1 Convertible Redeemable Preferred Stock" (the "Series C-1 Preferred Shares", and, together with the Series C Preferred Shares, the "Series C/C-1 Preferred Shares"); and

(viii) 3,000,000 shares shall be undesignated Preferred Stock, which may be designated and issued in accordance with Section 3(b).

(b) The Board is hereby empowered to authorize by resolution or resolutions from time to time the issuance of one or more classes or series of Preferred Stock and to fix the designations, powers, preferences and relative, participating, optional and other rights, if any, and the qualifications, limitations and restrictions thereof, if any, including, without limitation, the number of shares constituting each such class or series, dividend rights, conversion rights, redemption privileges, voting powers, full or limited or no voting powers, and liquidation preferences, and to increase or decrease the size of any such class or series (but not below the number of shares of any class or series of Preferred Stock then outstanding) to the extent permitted by the DGCL.

4. Dividends.

(a) For the periods set forth in Sections 4(a)(i) through (vi) below, the holders of the Series A/A-1/A-2 Preferred Shares, Series B/B-1 Preferred Shares and Series C/C-1 Preferred Shares (collectively, the "Preferred Shares"), in preference to the holders of any other class or series of the Company's capital stock ("Junior Stock"), and the holders of Series C/C-1 Preferred Shares in preference to the holders of any Series A/A-1/A-2 Preferred Shares and Series B/B-1 Preferred Shares (collectively, the "Series A/A-1/A-2/B/B-1 Preferred Shares"), shall be entitled to receive cumulative accrued dividends:

(i) in the case of the Series A Preferred Shares:

(A) for the period from July 1, 2003 until September 2, 2003, at the rate of 8% of the Series A Purchase Price (as hereinafter defined),

(B) for the period from September 2, 2003 until February 23, 2007, at the rate of 5% of the Series A Purchase Price,

(ii) in the case of the Series A-1 Preferred Shares:

(A) for the period from July 1, 2003 until September 2, 2003, at the rate of 8% of the Series A-1 Purchase Price (as hereinafter defined),

(B) for the period from September 2, 2003 or, with respect to any Series A-1 Preferred Shares issued by the Company on a later date, for the period from the date of such issuance until February 23, 2007, at the rate of 5% of the Series A-1 Purchase Price,

(iii) in the case of the Series B Preferred Shares, for the period from September 2, 2003 or, with respect to any Series B Preferred Shares issued by the Company on a later date, for the period from the date of such issuance February 23, 2007, at the rate of 5% of the Series B Purchase Price (as hereinafter defined),

(iv) in the case of the Series B-1 Preferred Shares, for the period from October 21, 2005 until February 23, 2007, at the rate of 5% of the Series B-1 Purchase Price (as hereinafter defined),

(v) in the case of the Series C Preferred Shares, from and after February 23, 2007, or, with respect to any Series C Preferred Shares issued by the Company on a later date, for the period from the date of such issuance, at the rate of 6% of the Series C Purchase Price (as hereinafter defined), and

(vi) in the case of the Series C-1 Preferred Shares, from and after the date of issuance, at the rate of 6% of the Series C-1 Purchase Price (as hereinafter defined).

Dividends on each outstanding Series C/C-1 Preferred Share shall accrue daily and any unpaid accrued dividends shall compound quarterly on March 31, June 30, September 30 and December 31 of each year. Dividends on each outstanding Series C/C-1 Preferred Share shall accrue whether or not such dividends are earned or declared and whether or not sufficient funds are legally available therefor.

(b) So long as any Series C/C-1 Preferred Share is outstanding, no dividend, whether in cash or property, shall be paid or declared, nor shall any other distribution be made, on any Junior Stock, nor shall any share of any Junior Stock of the Company be purchased, redeemed, or otherwise acquired for value by the Company or any subsidiary or affiliate thereof (except for acquisitions of Common Stock by the Company pursuant to agreements that permit the Company to repurchase such shares upon termination of services to the Company at a price per share determined in accordance with such agreements or upon the exercise of the Company's right of first offer or refusal, if any, upon a proposed transfer) until all accrued dividends on the Series C/C-1 Preferred Shares have been paid. If any dividend or distribution of any asset is declared and paid on any share of Junior Stock, the holders of Series C/C-1 Preferred Shares shall be entitled to share in such dividends or distributions pro rata in accordance with the number of shares of Common Stock into which such Series C/C-1 Preferred Shares are then convertible pursuant to Section 8 hereof

(c) Notwithstanding Section 4(b) above, so long as any Series C/C-1 Preferred Share is outstanding, no dividend, whether in cash or property, shall be paid or declared, nor shall any other distribution be made, on any Series A/A-1A-2/B/B-1 Preferred Share, nor shall any shares of any Series A/A-1/A-2/B/B-1 Preferred Share be purchased, redeemed, or otherwise acquired for value by the Company or any subsidiary or affiliate thereof (except upon the exercise of the Company's right of first offer, if any, upon a proposed transfer) until all accrued dividends on the Series C/C-1 Preferred Shares shall have been paid. If any dividend or distribution of any asset is declared and paid on any share of Series A/A-1/A-2/B/B-1 Preferred Share, the holders of Series C/C-1 Preferred Shares shall be entitled to share in such dividends or distributions pro rata in accordance with the number of shares of Common Stock into which such Series C/C-1 Preferred Shares are then convertible pursuant to Section 8 hereof.

(d) Subject to the provisions of Section 4(e), any accrued dividends payable on the Series A/A-1/A-2/B/B-1 Preferred Shares pursuant to this Section 4 shall be paid, upon the sole discretion of the Board, in cash or in any class of Preferred Shares, which shares shall be deemed to have a value for this purpose equal to the fair value price per share of that class of Preferred Shares as determined by the Board on the date of payment. For purposes of this Section 4(d), the Board determination shall be required to include the affirmative vote of at least one Investor Director, as that term is defined in the Third Amended and Restated Stockholders' Agreement dated on or about October 21, 2005, as amended from time to time (the "***Stockholders' Agreement***").

(e) All accrued but unpaid and declared but unpaid dividends shall be paid to the holders of the Preferred Shares in cash upon a Liquidation in accordance with Section 5 hereof.

5. Liquidation.

(a) Upon a Liquidation (as defined below), after payment or provision for payment of the debts and other liabilities of the Company, the holders of the Series C Preferred Shares and Series C-1 Preferred Shares shall be entitled to receive, on a pari passu basis, out of the remaining assets of the Company available for distribution to its stockholders, before any distribution shall be made to the holders of the Series A/A-1/A-2/B/B-1 Preferred Shares, the Common Stock, or any other class or series of Junior Stock of the Company,

(i) with respect to each Series C Preferred Share, an amount (the "Series C Preference Amount") equal to three (3) times the sum of (A) $0.421 (subject to equitable adjustment as a result of any stock dividend, stock split, combination, reverse split, reclassification or similar event affecting such shares after the Filing Date) (the "Series C Purchase Price") and (B) all accrued and unpaid dividends;

(ii) with respect to each Series C-1 Preferred Share, an amount (the "Series C-1 Preference Amount") equal to the sum of (A) $0.421 (subject to equitable adjustment as a result of any stock dividend, stock split, combination, reverse split, reclassification or similar event affecting such shares after the Filing Date) (the "Series C-1 Purchase Price") and (B) all accrued and unpaid dividends.

If upon any Liquidation (as defined below) the assets of the Company available for distribution to its stockholders shall be insufficient to pay the holders of Series C/C-1 Preferred Shares the full Series C Preference Amount or Series C-1 Preference Amount, as applicable, to which they shall be entitled, the holders of Series C/C-1 Preferred Shares shall share pro rata in any distribution of assets allocated to be paid to the Series C/C-1 Preferred Shares in accordance with their respective Series C Preference Amounts and Series C-1 Preference Amounts.

(b) Upon a Liquidation, after payment or provision for payment of the debts and other liabilities of the Company and the payments required pursuant to Section 5(a), the holders of the Series B/B-1 Preferred Shares shall be entitled to receive, on a pari passu basis, out of the remaining assets of the Company available for distribution to its stockholders, before any distribution shall be made to the holders of Series A/A-1/A-2 Preferred Shares, the Common Stock or any other class or series of Junior Stock of the Company,

(i) with respect to each Series B Preferred Share, an amount (the "Series B Preference Amount") equal to the sum of (A) $1.6146 (subject to equitable adjustment as a result of any stock dividend, stock split, combination, reverse split, reclassification or similar event affecting such shares after the Filing Date) (the "Series B Purchase Price") and (B) all accrued and unpaid dividends; and

(ii) with respect to each Series B-1 Preferred Share, an amount (the "Series B-1 Preference Amount") equal to the sum of (A) $1.6388 (subject to equitable adjustment as a result of any stock dividend, stock split, combination, reverse split, reclassification or similar event affecting such shares after the Filing Date) (the "Series B-1 Purchase Price") and (B) all accrued and unpaid dividends.

If upon any Liquidation the assets of the Company available for distribution to its stockholders shall be insufficient to pay the holders of Series B/B-1 Preferred Shares the full Series B Preference Amount or Series B-1 Preference Amount, as applicable, to which they shall be entitled, the holders of Series B/B-1 Preferred Shares shall share pro rata in any distribution of assets allocated to be paid to the Series B/B-1 Preferred Shares in accordance with their respective Series B Preference Amounts and Series B-1 Preference Amounts.

(c) Upon a Liquidation, after payment or provision for payment of the debts and other liabilities of the Company and the payments required pursuant to Sections 5(a) and (b), the holders of the Series A/A-1/A-2 Preferred Shares shall be entitled to receive, on a pari passu basis, out of the remaining assets of the Company available for distribution to its stockholders, before any distribution shall be made to the holders of the Common Stock or any other class or series of Junior Stock of the Company,

(i) with respect to each Series A Preferred Share, an amount (the "Series A Preference Amount") equal to the sum of (A) $1.00 (subject to equitable adjustment as a result of any stock dividend, stock split, combination, reverse split, reclassification or similar event affecting such shares after the Filing Date) (the "Series A Purchase Price") and (B) all accrued and unpaid dividends,

(ii) with respect to each Series A-1 Preferred Share, an amount (the "Series A-1 Preference Amount") equal to the sum of (A) $1.10 (subject to equitable adjustment as a result of any stock dividend, stock split, combination, reverse split, reclassification or similar event affecting such shares after the Filing Date) (the "Series A-1 Purchase Price") and (B) all accrued and unpaid dividends; and

(iii) with respect to each Series A-2 Preferred Share, an amount (the "Series A-2 Preference Amount") equal to the sum of (A) $1.10 (subject to equitable adjustment as a result of any stock dividend, stock split, combination, reverse split, reclassification or similar event affecting such shares after the Filing Date) (the "Series A-2 Purchase Price") and (B) all accrued and unpaid dividends.

If upon any Liquidation the assets of the Company available for distribution to its stockholders shall be insufficient to pay the holders of Series A/A-1/A-2 Preferred Shares the full Series A Preference Amount, Series A-1 Preference Amount, or Series A-1 Preference Amount, as applicable, to which they shall be entitled, the holders of Series A/A-1/A-2 Preferred Shares shall share pro rata in any distribution of assets allocated to be paid to the Series A/A-1/A-2 Preferred Shares in accordance with their respective Series A Preference Amounts, Series A-1 Preference Amounts, and Series A-1 Preference Amounts.

(d) Upon a Liquidation, after payment in full of all Series C Preference Amounts, Series C-1 Preference Amounts, Series B Preference Amounts, Series B-1 Preference Amounts, Series A Preference Amounts, Series A-1 Preference Amounts and Series A-2 Preference Amounts, the holders of Common Stock and the Series C/C-1 Preferred Shares (participating on an as-converted basis as determined pursuant to Section 8 hereof) shall be entitled to share pro rata in the distribution of the remaining assets of the Company.

(e) Notwithstanding the foregoing, upon any Liquidation, the holders of the Series C/C-1 Preferred Shares shall be entitled to receive the greater of (i) the amount such holders would have received under Section 5(a) above and (ii) the amount such holders would have received if such holders, had

converted his, her or its Series C/C-1 Preferred Shares into shares of Common Stock in accordance with Section 8.

(f) "Liquidation" means (i) any voluntary or involuntary liquidation, dissolution or winding up of the Company, other than any dissolution, liquidation or winding up in connection with any reincorporation of the Company in another jurisdiction, or (ii) any Sale of the Company. "Sale of the Company" means (i) the sale of all or substantially all of the Company's assets, (ii) the sale or transfer of the outstanding shares of capital stock of the Company, or (iii) the merger or consolidation of the Company with another person or entity, in each case in clauses (ii) and (iii) above under circumstances in which the holders of the voting power of outstanding capital stock of the Company, immediately prior to such transaction, own less than 50% in voting power of the outstanding capital stock of the Company or the surviving or resulting corporation or acquirer, as the case may be, immediately following such transaction (except that the sale by the Company of shares of its capital stock to investors in bona fide financing transactions shall not be deemed to be a Sale of the Company for this purpose). A sale (or multiple related sales) of one or more subsidiaries of the Company (whether by way or merger, consolidation, reorganization or sale of all or substantially all assets or securities) that constitutes all or substantially all of the consolidated assets of the Company shall be deemed a Sale of the Company.

(g) In the event of a Liquidation involving the sale of shares by stockholders of the Company or merger, consolidation or similar stock transaction, the "remaining assets of the Company available for distribution" shall be deemed to be the aggregate consideration to be paid to all stockholders participating in such Liquidation. In connection with such a Liquidation, the Company shall either (i) cause the definitive transaction document(s) to provide as a condition precedent to the consummation of such Liquidation for the conversion of the Preferred Shares into the right to receive an amount in cash equal to the applicable amount payable with respect to such Preferred Shares under Section 5 (subject to the priorities and limitations set forth herein); or (ii) concurrently with the consummation of such Liquidation, cause the redemption of all outstanding Preferred Shares for an amount in cash equal to the applicable amount payable with respect to such Preferred Shares under Section 5 (subject to the priorities and limitations set forth herein) (the "Preference Amount"). In connection with such a Liquidation, any Preferred Shares that shall continue to be outstanding after such Liquidation shall not be entitled to receive any Preference Amount in respect thereof.

(h) In the event of a Sale of the Company, if any portion of the consideration payable to the stockholders of the Company is placed into escrow and/or is payable to the stockholders of the Company subject to contingencies, the merger agreement, sale agreement, or other agreement governing such Sale of the Company shall provide that (i) the portion of such consideration that is not placed into escrow and that is not subject to any contingencies (the "Initial Consideration") shall be allocated among the holders of capital stock of the Company in

accordance with Sections 5(a), (b), (c). (d) and (e) above as if the Initial Consideration were the only consideration payable in connection with such Liquidation and (ii) any additional consideration which becomes payable to the stockholders of the Company upon release from escrow or satisfaction of contingencies shall be allocated among the holders of capital stock of the Company in accordance with Sections 5(a), (b), (c), (d) and (e) above after taking into account the previous payment of the Initial Consideration as part of the same transaction. The result of this approach is that, for certain transactions, the portion of the transaction consideration that is subject to an escrow or other contingencies may be allocated disproportionately or even exclusively to the holders of Common Stock.

(i) If any or all of the proceeds payable to the stockholders of the Company in connection with a Liquidation are in a form other than cash or marketable securities, the fair market value of such consideration shall be determined in good faith by the Board.

6. Redemption.

(a) At any time after February 23, 2012, the holders of a majority of the then- outstanding Series C/C-1 Preferred Shares, where such majority includes the Series C/C-1 Preferred Shares held by Insight Venture Partners IV, L.P. and its affiliates, voting or acting, as the case may be, together as a single class, may demand that the Company redeem (out of funds legally available for that purpose) all or any portion of each such holders' then-outstanding Series C/C-1 Preferred Shares, as applicable, for a cash amount per share equal to the greater of:

(i) with respect to the the Series C Preferred Shares, the fair market value of the Series C Preferred Shares or the Series C Preference Amount (calculated as of the date an applicable share is actually redeemed by the payment of cash) (the "Series C Redemption Amount") and

(ii) with respect to the the Series C-1 Preferred Shares, the fair market value of the Series C-1 Preferred Shares or the Series C-1 Preference Amount (calculated as of the date an applicable share is actually redeemed by the payment of cash) (the "Series C-1 Redemption Amount")

(b) The rights set forth in Section 6(a) may be exercised by delivery to the Company of a notice (a "Mandatory Redemption Notice") requesting such redemption. In the event the Company receives a Mandatory Redemption Notice with respect to the Series C Preferred Shares or Series C-1 Preferred Shares, the Company shall redeem (i) 50% of the shares requested to be redeemed in such Mandatory Redemption Notice on a date (the "First Mandatory Redemption Date") that is not more than 180 calendar days after the date of delivery of a Mandatory Redemption Notice and (ii) 50% of the shares requested to be redeemed in such Mandatory Redemption Notice on a date (the "Second Mandatory Redemption Date", and together with the First Mandatory Redemption Date, the "Mandatory Redemption Dates") that is no later than the one year anniversary of the First Mandatory Redemption Date.

(c) If the Company has insufficient funds legally available to redeem any Series C Preferred Shares or Series C-1 Preferred Shares, as applicable, required to be redeemed on any Mandatory Redemption Date, those funds legally available for such purpose shall be used to redeem the number of Series C Preferred Shares or Series C-1 Preferred Shares, as applicable, that may be legally redeemed. The holders of the Series C Preferred Shares or Series C-1 Preferred Shares to be redeemed pursuant to this Section 6 shall participate in any such partial redemption pro rata, in accordance with each holder's respective aggregate Series C Redemption Amount or Series C-1 Redemption Amount, as applicable. At any time and from time to time thereafter when additional funds become legally available for the redemption of capital stock of the Company, such funds shall be used promptly to redeem the balance of the Series C Preferred Shares or Series C-1 Preferred Shares, as applicable, requested to be redeemed pro rata, in accordance in accordance with each holder's respective aggregate Series C Redemption Amount or Series C-1 Redemption Amount, as applicable.

(d) At any time on or after a Mandatory Redemption Date, each holder of record of Series C Preferred Shares or Series C-1 Preferred Shares to be redeemed on such date shall be entitled to receive the amount payable with respect to such Series C Preferred Shares or Series C-1 Preferred Shares under this Section 6 (each a "Series C/C-1 Redemption Amount") upon actual delivery to the Company or its agents of the certificate or certificates representing the shares to be redeemed. On a Mandatory Redemption Date, upon redemption, all rights in respect of such Series C Preferred Shares or Series C-1 Preferred Shares, except the right to receive the applicable Series C/C-1 Redemption Amount, shall cease and terminate (unless default shall be made by the Company in the

payment of the applicable Series C/C-1 Redemption Amount, in which event such rights shall be exercisable until such default is cured), and such Series C Preferred Shares or Series C-1 Preferred Shares, as applicable, shall no longer be deemed to be outstanding, whether or not the certificate or certificates representing such shares have been received by the Company.

(e) The Company may, at any time, and upon receiving the consent of the holders of a majority of the then-outstanding Series C/C-1 Preferred Shares, voting or acting, as the case may be, together as a single class, redeem (out of funds legally available for that purpose) all or any portion of the then-outstanding shares of Series A/A-1/A-2 Preferred Shares or Series B/B-1 Preferred Shares, for a cash amount per share equal to:

(i) with respect to each Series A Preferred Share, the Series A Preference Amount (calculated as of the date an applicable share is actually redeemed by the payment of cash) (the "Series A Redemption Amount"),

(ii) with respect to each Series A-1 Preferred Share, the Series A-1 Preference Amount (calculated as of the date an applicable share is actually redeemed by the payment of cash) (the "Series A-1 Redemption Amount"),

(iii) with respect to each Series A-2 Preferred Share, the Series A-2 Preference Amount (calculated as of the date an applicable share is actually redeemed by the payment of cash) (the "Series A-2 Redemption Amount"),

(iv) with respect to each Series B Preferred Share, the Series B Preference Amount (calculated as of the date an applicable share is actually redeemed by the payment of cash) (the "Series B Redemption Amount"), and

(v) with respect to each Series B-1 Preferred Share, the Series B-1 Preference Amount (calculated as of the date an applicable share is actually redeemed by the payment of cash) (the "Series B-1 Redemption Amount").

(f) The rights set forth in Section 6(e) may be exercised by the Company by delivery to the holders of Series A/A-1/A-2 Preferred Shares or Series B/B-1 Preferred Shares, as applicable, of a notice (an "Optional Redemption Notice") requesting such redemption and specifying the redemption date (the "Optional Redemption Date"). At any time on or after an Optional Redemption Date, each holder of record of the applicable series of Preferred Shares to be redeemed on such date shall be entitled to receive the amount payable with respect to such Preferred Shares under Section 6(e) (each an "Optional Redemption Amount") upon actual delivery to the Company or its agents of the certificate or certificates representing the shares to be redeemed. On an Optional Redemption Date, upon redemption, all rights in respect of the Preferred Shares to be redeemed, except the right to receive the applicable Redemption Amount set forth in Section 6(e), shall cease and terminate (unless default shall be made by the Company in the payment of the applicable Redemption Amount set forth in Section 6(e), in which event such rights shall be exercisable until such default is cured), and such Preferred Shares to be redeemed shall no longer be deemed to be outstanding, whether or not the certificate or certificates representing such shares have been received by the Company.

7. Votine Rights.

(a) In addition to the rights provided by law, the holders of the Series C/C-1 Preferred Shares shall be entitled to vote on all matters as to which holders of Common Stock shall be entitled to vote, in the same manner and with the same effect as such holders of Common Stock, voting or acting, as the case may be, together as a single class. Each Series C/C-1 Preferred Share shall entitle the holder thereof to such number of votes as shall equal the number of shares of Common Stock into which such Series C/C-1 Preferred Share is then convertible pursuant to Section 8.

(b) The holders of the Series A/A-1/A-2 Preferred Shares and the Series B/B-1 Preferred Shares shall have no voting rights except as may be required under the DGCL.

8. Optional Conversion.

(a) Upon the terms set forth in this Section 8, each holder of Series C/C-1 Preferred Shares shall have the right, at such holder's option, at any time and from time to time, to convert any such shares into the number of fully paid and nonassessable shares of Common Stock equal to the quotient obtained by dividing:

(i) with respect to the Series C Preferred Shares,

(A) the product of the applicable Series C Preference Amount and the number of Series C Preferred Shares being converted,

by

(B) the applicable Conversion Price (as defined below), as last adjusted and then in effect, by surrender of the certificates representing the Series C Preferred Shares to be converted; and

(ii) with respect to the Series C-1 Preferred Shares,

(A) the product of the applicable Series C-1 Preference Amount and the number of Series C-1 Preferred Shares being converted,

by

(B) the applicable Conversion Price (as defined below), as last adjusted and then in effect, by surrender of the certificates representing the Series C-1 Preferred Shares to be converted.

The initial conversion price per share at which shares of Common Stock shall be issuable upon conversion of Series C/C-1 Preferred Shares (the "Conversion Price") shall be the Series C Purchase Price. The Conversion Price shall be subject to adjustment from time to time in accordance with Section 8(e) below.

(b) Any holder of Series C/C-1 Preferred Shares may exercise the conversion right pursuant to paragraph (a) above by delivering to the Company the certificate or certificates for the shares to be converted, duly endorsed or assigned in blank or to the Company (if required by it), accompanied by written notice stating that the holder elects to convert such shares and stating the name or names (with address) in which the certificate or certificates for the shares of Common Stock are to be issued. Conversion shall be deemed to have been effected on the date when such delivery is made (the "Conversion Date"). As promptly as practicable thereafter, the Company shall issue and deliver to or upon the written order of such holder, to the place designated by such holder, a certificate or certificates for the number of full shares of Common Stock to which such holder is entitled, and a cash amount in respect of any fractional interest in a share of Common Stock as provided in paragraph (c) below. The person in whose name the certificate or certificates for Common Stock are to be issued shall be deemed to have become a stockholder of record on the applicable Conversion Date unless the transfer books of the Company are closed on that date, in which event such person shall be deemed to have become a stockholder of record on the next succeeding date on which the transfer books are open, but the Conversion Price shall be the Conversion Price in effect with respect to the applicable Series C/C-1 Preferred Shares on the Conversion Date. Upon conversion of only a portion of the number of shares covered by a certificate representing shares of the Series C/C-1 Preferred Shares surrendered for conversion, the Company shall issue and deliver to or upon the written order of the holder of the certificate so surrendered for conversion, at the expense of the Company, a new certificate covering the number of shares of such Series C/C-1 Preferred Shares representing the unconverted portion of the certificate so surrendered.

(c) Upon conversion, the Company (unless otherwise requested by the holder of the Series C/C-1 Preferred Shares subject to conversion) will not issue fractional shares of its Common Stock, and shall distribute cash in lieu of such fractional shares. In lieu of any fractional shares of Common Stock which would otherwise be issuable upon the conversion of

Series C/C-1 Preferred Shares, the Company shall pay to the holder of the Series C/C-1 Preferred Shares being so converted a cash adjustment in respect of such fractional interest in an amount equal to the then fair market value, as determined in good faith by the Board, of a share of Common Stock multiplied by such fractional interest.

(d) [Reserved.]

(e) The Conversion Price shall be subject to adjustment from time to time as follows:

(i) (A) If the Company shall issue (or be deemed to have issued), after the date on which the first Series C/C-1 Preferred Share is issued (the "Initial Issue Date"), any Equity Securities (as defined below) other than Excluded Stock (as defined below) without consideration or for a consideration price per share (the "Effective Price") less than the applicable Conversion Price in effect immediately prior to the issuance of such Equity Securities, then such applicable Conversion Price for any Series C/C-1 Preferred Shares in effect immediately prior to each such issuance shall forthwith (except as otherwise provided in this clause (i)) be reduced, as of the opening of business on the date of such issue or sale, to a price equal to such Effective Price.

(B) No adjustment of the applicable Conversion Price shall be made if such adjustment would be in an amount less than one cent per share but adjustments shall be cumulative.

(C) In the case of the issuance of Common Stock for cash, the consideration shall be deemed to be the amount of cash paid therefor before deducting any reasonable discounts, commissions or other similar expenses allowed, paid or incurred by the Company for any underwriting in connection with the issuance and sale thereof.

(D) In the case of the issuance of the Common Stock for a consideration in whole or in part other than cash, the value of such consideration shall be deemed to be the fair market value thereof (as determined in good faith by the Board).

(E) In the case of the issuance (whether before, on or after the applicable Initial Issue Date) of Equity Securities, the following provisions shall apply for all purposes of this Section 8(e)(i) and Section 8(e)(ii):

(1) The aggregate maximum number of shares of Common Stock deliverable upon exercise (to the extent then exercisable) of options to purchase or rights to subscribe for Common Stock shall be deemed to have been issued at the time such options, warrants or other rights were issued and for a consideration equal to the consideration (determined in the manner provided in Sections 8(e)(i)(C) and (e)(i)(D)), if any, received by the Company upon the issuance of such options, warrants or other rights plus the minimum exercise price provided in such options, warrants or other rights for the Common Stock covered thereby.

(2) The aggregate maximum number of shares

of Common Stock deliverable upon conversion of, or in exchange (to the extent then convertible or exchangeable) for, any such convertible or exchangeable securities or upon the exercise of options or warrants to purchase or other rights to subscribe for such convertible or exchangeable securities and subsequent conversion or exchange thereof shall be deemed to have been issued at the time such securities were issued or such options, warrants or other rights were issued and for a consideration equal to the consideration, if any, received by the Company for any such securities and related options, warrants or other rights (excluding any cash received on account of accrued interest or accrued dividends), plus the minimum additional consideration, if any, to be received by the Company upon the conversion or exchange of such securities or the exercise of any related options, warrants or other rights (the consideration in each case to be determined in the manner provided in Sections 8(e)(i)(C) and 8(e)(i)(D)).

(3) In the event of any change in the number of shares of Common Stock deliverable or in the consideration payable to the Company upon exercise of such options, warrants or other rights or upon conversion of or in exchange for such convertible or exchangeable securities, including, but not limited to, a change resulting from the antidilution provisions thereof (unless such options, warrants or other rights or convertible or exchangeable securities were merely deemed to be included in the numerator and denominator for purposes of Section 8(e)(i)(A)), the applicable Conversion Price, to the extent in any way affected by or computed using such options, warrants, rights or securities, shall be recomputed to reflect such change, but no further adjustment shall be made for the actual issuance of Common Stock or any payment of such consideration upon the exercise of any such options, warrants or other rights or the conversion or exchange of such securities.

(4) Upon the expiration of any such options or rights, the termination of any such rights to convert or exchange or the expiration of any options, warrants or other rights related to such convertible or exchangeable securities, the applicable Conversion Price, to the extent in any way affected by or computed using such options, rights or securities or options, warrants or other rights related to such securities, shall be recomputed to reflect the issuance of only the number of shares of Common Stock (and convertible or exchangeable securities that remain in effect) actually issued upon the exercise of such options or rights, upon the conversion or exchange of such securities or upon the exercise of the options, warrants or other rights related to such securities.

(5) The number of shares of Common Stock deemed issued and the consideration deemed paid therefor pursuant to Sections 3(e)(i)(E)(1) and (2) shall be appropriately adjusted to reflect any change, termination or expiration of the type described in either Section 8(e)(i)(E)(3) or (4).

(ii) "Equity Securities" means all shares of capital stock of the Company, all securities convertible or exchangeable for shares of capital stock of the Company, and all options, warrants, and other rights to purchase or otherwise acquire from the Company shares of such capital stock, including any stock appreciation or similar rights, contractual or otherwise.

(iii) "Excluded Stock" means (A) up to 625,000 shares (i) issued, or issuable upon the exercise of options granted to, directors, officers, bona fide consultants and employees of the Company issued pursuant to a Board-approved option or incentive plan (including, without limitation, the Company's 2002 Stock Option/Stock Issuance Plan, as amended, and the Company's 2006 Stock Option/Stock Issuance Plan, as amended) or (ii) issued in connection with bona fide commercial borrowing, real estate leases, capital equipment leases, licensing, distribution, development, corporate partnering or similar transactions that are not issued primarily for equity financing purposes, which in any such instance are approved by the Board (including at least one Insight Director, as that term is defined in the Company's Stockholders' Agreement), (B) shares of Common Stock issuable upon conversion of the Series C/C-1 Preferred Shares, (C) shares of Common Stock issued in connection with any acquisition by the Company approved by the Board (including at least one Insight Director), (D) shares of Common Stock issuable upon the exercise of options, warrants or other securities exchangeable or exercisable for, or convertible into, shares of Common Stock that are outstanding as of the Filing Date; and (E) securities issued in connection with a bona fide business acquisition or license of technology of or by the Company, whether by license, merger, consolidation, sale of assets, sale or exchange of stock or otherwise, in each case as approved by the Board (including at least one Insight Director).

(iv) In the event the Company should at any time or from time to time after the date of filing hereof fix a record date for the effectuation of a split or a subdivision of the outstanding shares of Common Stock or the determination of holders of Common Stock entitled to receive a dividend or other distribution payable in additional shares of Common Stock or other securities or rights convertible into, or entitling the holder thereof to receive directly or indirectly, additional shares of Common Stock (hereinafter referred to as "Common Stock Equivalents") without payment of any consideration by such holder for the additional shares of Common Stock or the Common Stock Equivalents (including the additional shares of Common Stock issuable upon conversion or exercise thereof), then, as of such record date (or the date of such dividend distribution, split or subdivision if no record date is fixed) and the Series C/C-1 Preferred Shares are not similarly split or subdivided, the applicable Conversion Price shall be appropriately decreased so that the number of shares of Common Stock issuable on conversion of each Series C/C-1 Preferred Share shall be increased in proportion to such increase of the aggregate of shares of Common Stock outstanding and those issuable with respect to such Common Stock Equivalents.

(v) If the number of shares of Common Stock deemed outstanding at any time after the Initial Issue Date is decreased by a combination of the outstanding shares of Common Stock, then, following the record date of such combination, the Conversion Price shall be appropriately increased so that the number of shares of Common Stock issuable on conversion of each share of such series shall be decreased in proportion to such decrease in outstanding shares.

(f) Recapitalizations. If, at any time or from time to time after the Initial Issue Date, there shall be a recapitalization of the Common Stock (other than a subdivision, combination or merger or sale of assets transaction provided for elsewhere in this Section 8 or in Section 5 above), provision shall be made so that the holders of the Series C/C-1 Preferred Shares shall thereafter be entitled to receive upon conversion of their shares of Series C/C-1

Preferred Shares the number of shares of stock or other securities or property of the Company or otherwise, to which a holder of Common Stock deliverable upon conversion would have been entitled on such recapitalization. In any such case, appropriate adjustment shall be made in the application of the provisions of this Section 8 with respect to the rights of the holders of the Series C/C-1 Preferred Shares after the recapitalization to the end that the provisions of this Section 8 (including adjustment of the applicable Conversion Price then in effect and the number of shares purchasable upon conversion of the Series C/C-1 Preferred Shares) shall be applicable after that event as nearly equivalent as may be practicable.

(g) No Impairment. The Company will not, by amendment of this Certificate of Incorporation or through any reorganization, recapitalization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Company, but will at all times in good faith assist in the carrying out of all the provisions of this Section 8 and in the taking of all such action as may be necessary or appropriate in order to protect the conversion rights of the holders of the Series C/C-1 Preferred Shares. Notwithstanding the foregoing, nothing in this Section 8(g) shall prevent or prohibit the Company from amending the provisions of this Section 8 in compliance with Article VIII(b) below.

(h) No Fractional Shares and Certificate as to Adjustments.

(i) No fractional share shall be issued upon the conversion of any of the Series C/C-1 Preferred Shares. All shares of Common Stock (including fractions thereof) issuable upon conversion of more than one Series C/C-1 Preferred Shares by a holder thereof shall be aggregated for purposes of determining whether the conversion would result in the issuance of any fractional share. If, after the aforementioned aggregation, the conversion would result in the issuance of a fraction of a share of Common Stock, the Company shall, in lieu of issuing any fractional share, pay the holder otherwise entitled to such fraction a sum in cash equal to the fair market value of such fraction on the date of conversion (as determined in good faith by the Board).

(ii) Upon the occurrence of each adjustment or readjustment of the applicable Conversion Price pursuant to this Section 8, the Company, at its expense, shall promptly compute such adjustment or readjustment in accordance with the terms hereof and prepare and furnish to each holder of such Series C/C-1 Preferred Share, a certificate setting forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based. The Company shall, upon the written request at any time of any holder of a Series C/C-1 Preferred Share furnish or cause to be furnished to such holder a like certificate setting forth (A) such adjustment and readjustment, (B) the applicable Conversion Price at the time in effect, and (C) the number of shares of Common Stock and the amount, if any, of other property which at the time would be received upon the conversion of a Series C/C-1 Preferred Share.

(i) Notices of Record Date. In the event of any taking by the Company of a record of the holders of any class of securities for the purpose of determining the holders thereof who are entitled to receive any dividend (other than a cash dividend) or other distribution, any right to subscribe for, purchase or otherwise acquire any shares of stock of any class or any other securities or property, or to receive any other right, the Company shall mail to each holder of the Series C/C-1 Preferred Shares, at least ten business days prior to the date specified therein, a notice specifying the date on which any such record is to be taken for the purpose of such dividend, distribution or right, and the amount and character of such dividend, distribution or right.

(j) Reservation of Stock Issuable Upon Conversion. The Company shall at all times reserve and keep available out of its authorized but unissued shares of Common Stock, solely for the purpose of effecting the conversion of the Series C/C-1 Preferred Shares, such number of its shares of Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding Series C/C-1 Preferred Shares; and if at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the conversion of all then outstanding Series C/C-1 Preferred Shares, in addition to such other remedies as shall be available to the holder of such series of the Series C/C-1 Preferred Shares, the Company will promptly take such corporate action as may, in the opinion of its counsel, be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purposes, including, without limitation, engaging in best efforts to obtain the requisite stockholder approval of any necessary amendment to this Certificate of Incorporation.

(k) Any adjustment to the Conversion Price hereunder shall, for all tax purposes, be treated as an adjustment to the Series C Purchase Price and the Series C-1 Purchase Price, as applicable, and not as a deemed exchange of the Series C/C-1 Preferred Shares.

9. Automatic Conversion.

(a) Series C/C-1 Preferred Shares. Upon the first to occur of:

(i) the election to convert by holders of at least fifty percent (50%) of the Series C/C-1 Preferred Shares then outstanding (as calculated on an as-converted basis), including those held by Insight Venture Partners IV, L.P. and its affiliates ("Insight"), voting or acting, as the case may be, together as a single class, or

(ii) the consummation of the first firm commitment underwritten public offering of at least $20,000,000 of the Company's securities at a per share price of at not less than three times the Series C Conversion Price, pursuant to an effective registration statement filed on Form S-1 (or its successor form) under the Securities Act of 1933, as amended (a "Qualified IPO" or "QIPO"),

each Series C/C-1 Preferred Share then outstanding shall, by virtue of and simultaneously with such occurrence, be deemed automatically converted into the number of fully paid and nonassessable shares of Common Stock which would be issuable in respect thereof pursuant to Section 8. In addition to the foregoing, each holder of Series C/C-1 Preferred Shares shall, upon a QIPO, be entitled to a receive in cash an amount equal to the Preference Amount to which they would otherwise be entitled to under Section 5.

(b) As promptly as practicable after the satisfaction of any of the conditions set forth in Section 9(a) and the delivery to the Company of the certificate or certificates for the applicable Series C/C-1 Preferred Shares that have been converted, duly endorsed or assigned in blank to the Company (if required by it), the Company shall issue and deliver to or upon the written order of each holder of the applicable Series C/C-1 Preferred Shares, to the place designated by such holder, a certificate or certificates for the number of full shares of Common Stock to which such holder is entitled, and a cash amount in respect of any fractional interest in a share of Common Stock as provided in Section 8(c) above. The person in whose name the certificate or certificates for Common Stock are to be issued shall be deemed to have become a stockholder of record on the date of such occurrence and on such date the Series C/C-1 Preferred Shares shall cease to be outstanding, whether or not the certificates representing such shares have been received by the Company.

ARTICLE V

The number of directors that shall constitute the whole Board of Directors shall be fixed from time to time in the manner provided in the By-laws of the Company. The election of directors of the Company need not be by ballot unless the By-laws so require.

ARTICLE VI

To the fullest extent permitted by the DGCL, as the same exists or as may hereafter be amended, a director of the Company shall not be personally liable to the Company or its stockholders for monetary damages or breach of fiduciary duty as a director. The Company shall indemnify to the fullest extent permitted by law any person made or threatened to be made a party to an action or proceeding, whether criminal, civil, administrative, or investigative (a "Proceeding"), by reason of the fact that he or she or his or her testator or intestate is or was a director of the Company or any subsidiary of the Company or any predecessor of the Company or any subsidiary of the Company, or serves or served at any other enterprise as director at the request of the Company of any predecessor to the Company, or acted at the direction of any such director against all expense, liability and loss actually and reasonably incurred or suffered by such Indemnitee in connection therewith.

Any indemnification under this Article VI (unless ordered by a court) shall be made by the Company upon a determination that indemnification of the director is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the DGCL, as the same exists or hereafter may be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Company to provide broader indemnification rights than said law permitted the Company to provide prior to such amendment).

Expenses (including attorneys' fees) incurred by a director of the Company in defending a Proceeding shall be paid by the Company in advance of the final disposition of such Proceeding upon receipt of an undertaking by or on behalf of the director to repay all amounts so advanced in the event that it shall ultimately be determined that such director is not entitled to be indemnified by the Company as authorized in this Article VI.

The indemnification and advancement of expenses provided by this Article VI shall not be deemed exclusive of any other rights to which a person seeking indemnification or advancement of expenses may be entitled under any law (common or statutory), by-law, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding office or while employed by or acting as agent for the Company. All rights to indemnification under this Article VI shall be deemed to be a contract between the Company and each director of the Company or any of its subsidiaries who serves or served in such capacity at any time while this Article VI is in effect.

The Company shall have power to purchase and maintain insurance on behalf of any person who is or was or has agreed to become a director of the Company or any of its subsidiaries, or is or was serving at the request of the Company as a director of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him or her 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 Company would have the power to indemnify him or her against such liability under the provisions of this Article VI.

If this Article VI or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify or advance expenses to each person entitled to indemnification or advancement of expenses, as the case may be, as to all expense, liability and loss actually and reasonably incurred or suffered by such person and for which indemnification or advancement of expenses, as the case may be, is available to such person pursuant to this Article VI to the full extent permitted by any applicable portion of this Article VI that shall not have been invalidated and to the full extent permitted by applicable law.

Neither any amendment nor repeal of this Article VI, nor the adoption of any provision of this Certificate of Incorporation inconsistent with this Article VI, shall eliminate or reduce the effect of this Article VI in respect of any matter occurring, or any cause of action, suit or claim that, but for this Article VI would accrue or arise, prior to such amendment, repeal of adoption of an inconsistent provision.

ARTICLE VII

To the fullest extent permitted by the DGCL, as the same exists or as may hereafter be amended, a director or stockholder of the Company (other than a director or stockholder who is also employed on a substantially full time basis as an officer of the Company or one or more of its subsidiaries) shall not in any event be personally liable to the Company or its stockholders for the failure of such director or stockholder to offer to the Company an opportunity to participate in any business opportunities or classes of business opportunities that have been presented to such director or stockholder in his or her capacity as a director and/or stockholder of the Company or otherwise and which may have otherwise been presented to the Company.

ARTICLE VIII

For the management of the business and for the conduct of the affairs of the Company, and in further definition, limitation and regulation of the powers of the Company and of its directors and stockholders, it is further provided:

(a) In furtherance and not in limitation of the powers conferred by the laws of the State of Delaware, the Board is expressly authorized and empowered:

(i) to make, alter, amend or repeal the By-laws in any manner not inconsistent with the laws of the State of Delaware or this Certificate of Incorporation;

(ii) to determine whether any, and if any, what part, of the net profits of the Company or of its surplus shall be declared in dividends and paid to the stockholders, and to direct and determine the use and disposition of any such net profits or such surplus; and

(iii) to fix from time to time the amount of net profits of the Company or of its surplus to be reserved as working capital or for any other lawful purpose.

In addition to the powers and authorities herein or by statute expressly conferred upon it, the Board may exercise all such powers and do all such acts and things as may be exercised or done by the Company, subject, nevertheless, to the provisions of the laws of the State of Delaware, of this Certificate of Incorporation and of the By-laws of the Company.

(b) The approval of the Company and the holders at least a majority of the outstanding Series C/C-1 Preferred Shares, voting or acting, as the case may be, together as a single class on an as-converted basis, shall be entitled to waive or amend any provision hereunder unless such provision or the DGCL explicitly requires otherwise.

ARTICLE IX

Whenever a compromise or arrangement is proposed between the Company and its creditors or any class of them and/or between the Company and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of the Company or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for the Company under the provisions of Section 291 of the DGCL or on the application of trustees in dissolution or of any receiver or receivers appointed for the Company under the provisions of Section 279 of the DGCL order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the Company, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the Company, as the case may be, agree on any compromise or arrangement and to any reorganization of the Company as a consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has

been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders of the Company, as the case may be, and also on the Company.

The Company shall not enter into any agreement or become subject to any agreement which could restrict in any manner its ability to comply with this Certificate of Incorporation or any agreement which benefits or grants rights to the holders of the Series C/C-1 Preferred Shares. If the holders of a majority of the outstanding Series C/C-1 Preferred Shares shall at any time disagree with the Board's determination of "fair market value" hereunder, such holders may

submit a notice of disagreement to the Company. During the three business days immediately following the Company's receipt of such notice, such holders and the Company shall negotiate in good faith to determine a mutually agreeable fair market value. If the parties remain unable to reach agreement after such period, they shall engage a valuation firm reasonably acceptable to the Company and such majority of holders to resolve such dispute (the "Valuation Firm"). Each of the holders and the Company shall provide (at each's own expense) the Valuation Firm with copies of any documents, analyses or other information within its possession or control that the Valuation Firm reasonably requests in order to resolve such dispute. The Valuation Firm shall determine the fair market value as soon as practicable after its engagement to resolve the dispute using customary valuation techniques for other companies or businesses in the same or similar industries as the Company (and shall not apply any discount due to the fact that the Series C/C-1 Preferred Shares or other securities may constitute "restricted securities", may be illiquid or represent a minority interest in the Company). The Valuation Firm's determination of the fair market value shall be binding on all of the holders and the Company, and not subject to challenge or collateral attack for any reason. The Company shall pay all fees, costs and expenses of the Valuation Firm in connection with its engagement to resolve such dispute.

ARTICLE X

The Company expressly affirms that Section 203 of the DGCL shall apply to the Company.

State of Delaware
Secretary of State
Division of Corporations
Delivered 03:44 PM 04/10/2008
FILED 03:39 PM 04/10/2008
SRV 080415702 – 3675187 FILE

CERTIFICATE OF AMENDMENT OF
SIXTH AMENDED AND RESTATED CERTIFICATE OF INCORPORATION OF
SECUREINFO CORPORATION

SECUREINFO CORPORATION, a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "***Corporation***" or the "***Company***"), **DOES HEREBY CERTIFY**:

FIRST: The name of the Corporation is **SECUREINFO CORPORATION.**

SECOND: The original name of this Corporation is SecureInfo Corporation, and the date of filing the original Certificate of Incorporation with the Secretary of State of the State of Delaware was June 26, 2003.

THIRD: The Board of Directors of the Corporation, acting in accordance with the provisions of Sections 141 and 242 of the General Corporation Law of the State of Delaware, adopted resolutions amending its Sixth Amended and Restated Certificate of Incorporation as follows:

Article IV, Section 8(e)(iii) shall be amended and restated to read in its entirety as follows:

""Excluded Stock" means (A) up to 7,850,103 shares (i) issued, or issuable upon the exercise of options granted to, directors, officers, bona fide consultants and employees of the Company issued pursuant to a Board-approved option or incentive plan (including, without limitation, the Company's 2002 Stock Option/Stock Issuance Plan, as amended, and the Company's 2006 Stock Option/Stock Issuance Plan, as amended) or (ii) issued in connection with bona fide commercial borrowing, real estate leases, capital equipment leases, licensing, distribution, development, corporate partnering or similar transactions that are not issued primarily for equity financing purposes, which in any such instance are approved by the Board (including at least one Insight Director, as that term is defined in the Company's Stockholders' Agreement), (B) shares of Common Stock issuable upon conversion of the Series C/C-1 Preferred Shares, (C) shares of Common Stock issued in connection with any acquisition by the Company approved by the Board (including at least one Insight Director), (D) shares of Common Stock issuable upon the exercise of options, warrants or other securities exchangeable or exercisable for, or convertible into, shares of Common Stock that are outstanding as of the Filing Date; (E) securities issued in connection with a bona fide business acquisition or license of technology of or by the Company, whether by license, merger, consolidation, sale of assets, sale or exchange of stock or otherwise, in each case as approved by the Board (including at least one Insight Director); and (F) all securities issued by the Company under that certain Note Purchase Agreement, dated on or about April 10, 2008, among the Company and certain other parties, including all securities issued upon conversion thereof."

FOURTH: Thereafter, pursuant to a resolution of the Board of Directors, this Certificate of Amendment was submitted to the stockholders of the Corporation for their approval, and was duly adopted in accordance with the provisions of Sections 228 and 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, SecureInfo Corporation has caused this Certificate of Amendment to be signed by its duly authorized officer this 10th day of April, 2008.

SECUREINFO CORPORATION

By: /s/ Stewart D. Curley
Stewart D. Curley
Chief Financial Officer

State of Delaware
Secretary of State
Division of Corporations
Delivered 07:21 PM 12/16/2008
FILED 07:01 PM 12/16/2008
SRV 081202552 – 3675187 FILE

CERTIFICATE OF AMENDMENT OF
SIXTH AMENDED AND RESTATED CERTIFICATE OF INCORPORATION OF
SECUREINFO CORPORATION

SECUREINFO CORPORATION, a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "***Corporation***" or the "***Company***"), **DOES HEREBY CERTIFY**:

FIRST: The name of the Corporation is **SECUREINFO CORPORATION.**

SECOND: The original name of this Corporation is SecureInfo Corporation, and the date of filing the original Certificate of Incorporation with the Secretary of State of the State of Delaware was June 26, 2003.

THIRD: The Board of Directors of the Corporation, acting in accordance with the provisions of Sections 141 and 242 of the General Corporation Law of the State of Delaware, adopted resolutions amending its Sixth Amended and Restated Certificate of Incorporation as follows:

Article IV, Section 1 shall be amended and restated to read in its entirety as follows:

"1. Authorized Shares. The Company shall be authorized to issue 109,970,497 shares of all classes, consisting of (i) 56,000,000 shares of common stock, par value $0.001 per share (the "Common Stock"), and (ii) 53,970,497 shares of preferred stock, par value $0.001 per share (the "Preferred Stock")."

Article IV, Section 3(a) shall be amended and restated to read in its entirety as follows:

"(a) Of the 53,970,497 authorized shares of Preferred Stock,

(i) 3,500,000 shares shall be designated "Series A Preferred Stock" (the "Series A Preferred Shares");

(ii) 1,884,944 shares shall be designated "Series A-1 Preferred Stock" (the "Series A-1 Preferred Shares");

(iii) 606,660 shares shall be designated "Series A-2 Preferred Stock" (the "Series A-2 Preferred Shares", and together with the Series A Preferred Shares and the Series A-1 Preferred Shares, the "Series A/A-1/A-2 Preferred Shares");

(iv) 8,960,621 shares shall be designated "Series B Redeemable Preferred Stock" (the "Series B Preferred Shares");

(v) 6,102,026 shares shall be designated "Series B-1 Redeemable Preferred Stock" (the "Series B-l Preferred Shares", and, together with the Series B Preferred Shares, the Series B/B-1 Preferred Shares");

(vi) 23,000,000 shares shall be designated "Series C Convertible Redeemable Preferred Stock" (the "Series C Preferred Shares");

(vii) 6,916,246 shares shall be designated "Series C-1 Convertible Redeemable Preferred Stock" (the "Series C-1 Preferred Shares", and, together with the Series C Preferred Shares, the "Series C/C-1 Preferred Shares"); and

(viii) 3,000,000 shares shall be undesignated Preferred Stock, which may be designated and issued in accordance with Section 3(b)."

FOURTH: Thereafter, pursuant to a resolution of the Board of Directors, this Certificate of Amendment was submitted to the stockholders of the Corporation for their approval, and was duly adopted in accordance with the provisions of Sections 228 and 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, SecureInfo Corporation has caused this Certificate of Amendment to be signed by its duly authorized officer this 10th day of April, 2008.

SECUREINFO CORPORATION

By: /s/ Stewart D. Curley

State of Delaware
Secretary of State
Division of Corporations
Delivered 10:30 PM 11/14/2011
FILED 10:30 PM 11/14/2011
SRV 111196010 – 3675187 FILE

CERTIFICATE OF MERGER

OF

SECURE MERGER SUB, INC.
(a Delaware corporation)

WITH AND INTO

SECUREINFO CORPORATION
(a Delaware corporation)

Pursuant to Section 251(c) of the General Corporation Law of the State of Delaware (the "***DGCL***"), SecureInfo Corporation, a Delaware corporation (the "***Corporation***"), in connection with the merger of Secure Merger Sub, Inc., a Delaware corporation ("***Merger Sub***"), with and into the Corporation (the "***Merger***"), hereby certifies as follows:

FIRST: The name and state of incorporation of each of the constituent corporations to the Merger are as follows:

Name	State of Incorporation
SecureInfo Corporation	Delaware
Secure Merger Sub, Inc.	Delaware

SECOND: The Agreement and Plan of Merger (the "***Merger Agreement***"), dated as of October 24, 2011, by and among the Corporation, Merger Sub and Kratos Technology & Training Solutions, Inc., a California corporation, setting forth the terms and conditions of the Merger, has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with the provisions of Section 251 of the DGCL.

THIRD: The name of the surviving corporation shall be SecureInfo Corporation (the "***Surviving Corporation***").

FOURTH: The Merger shall become effective upon the filing of this Certificate of Merger with the Secretary of State of the State of Delaware in accordance with the DGCL (the "***Effective Time***").

FIFTH: The Certificate of Incorporation of the Corporation, as in effect immediately prior to the Effective Time, shall be the Certificate of Incorporation of the Surviving Corporation until thereafter amended in accordance with applicable law and such Certificate of Incorporation.

SIXTH: An executed copy of the Merger Agreement is on file at the office of the Surviving Corporation located at 11921 Freedom Drive, Suite 550, Reston, Virginia 20190.

SEVENTH: A copy of the Merger Agreement will be furnished by the Surviving Corporation on request, without cost, to any stockholder of any constituent corporation.

IN WITNESS WHEREOF, SecureInfo Corporation, a Delaware corporation, has caused this Certificate of Merger to be signed by its duly authorized officer this 14 day of November, 2011.

SECUREINFO CORPORATION

By: /s/ Stewart D. Curley

Name: Stewart D. Curley

Title: VP & CFO

State of Delaware
Secretary of State
Division of Corporations
Delivered 09:27 AM 11/21/2011
FILED 09:27 AM 11/21/2011
SRV 111215230 – 3675187 FILE

CERTIFICATE OF CORRECTION

OF

CERTIFICATE OF MERGER

OF

SECURE MERGER SUB, INC.
(a Delaware corporation)

WITH AND INTO

SECUREINFO CORPORATION
(a Delaware corporation)

SecureInfo Corporation, a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, does hereby certify:

1. The name of the corporation is SecureInfo Corporation (the "***Corporation***").

2. That a Certificate of Merger (the ***"Certificate of Merger"***) was filed by the Corporation with the Secretary of State of the State of Delaware on November 14, 2011 and that said Certificate of Merger requires correction as permitted by Section 103 of the General Corporation Law of the State of Delaware.

3. The inaccuracy or defect of said Certificate of Merger is that presently Paragraph Fifth reads as follows:

"**FIFTH:** The Certificate of Incorporation of the Corporation, as in effect immediately prior to the Effective Time, shall be the Certificate of Incorporation of the Surviving Corporation until thereafter amended in accordance with applicable law and such Certificate of Incorporation."

4. Paragraph Fifth of the Certificate of Merger is hereby corrected to read in its entirety as follows:

"**FIFTH:** The Certificate of Incorporation of the Surviving Corporation shall, upon the filing of this Certificate of Merger with the Secretary of State of the State of Delaware, be amended and restated to read in its entirety as set forth in Exhibit A attached hereto."

5. The Certificate of Merger is further corrected by attaching Exhibit A hereto as Exhibit A to the Certificate of Merger.

IN WITNESS WHEREOF, SecureInfo Corporation, a Delaware corporation, has caused this Certificate of Correction to be signed by its duly authorized officer this 18th day of November, 2011.

SECUREINFO CORPORATION

By: /s/ Deborah S. Butera
Name: Deborah S. Butera
Title: Secretary

Exhibit A

SEVENTH AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
SECUREINFO CORPORATION

ARTICLE I

The name of the corporation (the "Corporation") is SecureInfo Corporation.

ARTICLE II

The address of the registered office of the Corporation in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, County of New Castle, and the name of the registered agent of the Corporation in the State of Delaware at such address is Corporation Service Company.

ARTICLE III

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 ("DGCL").

ARTICLE IV

The Corporation is authorized to issue only one class of stock, which shall be designated “Common Stock”. The total number of shares of Common Stock presently authorized is One Thousand (1,000), par value $0.001 per share.

ARTICLE V

The management of the business and the conduct of the affairs of the Corporation shall be vested in its Board of Directors. The number of directors which shall constitute the whole Board of Directors shall be fixed by, or in the manner provided in, the Bylaws of the Corporation.

ARTICLE VI

In furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to make, repeal, alter, amend and rescind the Bylaws of the Corporation.

ARTICLE VII

Election of directors at an annual or special meeting of stockholders need not be by written ballot unless the Bylaws of the Corporation shall so provide.

ARTICLE VIII

A. To the fullest extent permitted by the DGCL, as the same exists or as may hereafter be amended, a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director.

B. The Corporation shall indemnify to the fullest extent permitted by law any person made or threatened to be made a party to an action or proceeding, whether criminal, civil, administrative or investigative, by reason of the fact that he, his testator or intestate was a director or officer of the Corporation or any predecessor of the Corporation, or serves or has served at any other enterprise as a director or officer at the request of the Corporation or any predecessor to the Corporation.

C. Neither any amendment nor repeal of this Article VIII, nor the adoption of any provision of the Corporation’s Certificate of Incorporation inconsistent with this Article VIII, shall eliminate or reduce the effect of this Article VIII in respect of any matter occurring, or any action or proceeding accruing or arising or that, but for this Article VIII, would accrue or arise, prior to such amendment, repeal or adoption of an inconsistent provision.

ARTICLE IX

The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred on stockholders herein are granted subject to this reservation.

BYLAWS
OF
SECUREINFO CORPORATION

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") of SecureInfo Corporation (the "Corporation") 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 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 a 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. Such consents shall be filed with the minutes of meetings of the 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, the Chairman of the Board, or such other officer or agent as the Chairman of the Board or Board 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 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 such 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 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.

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, 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.

Section 4. Fiscal Year

The fiscal year of the Corporation shall be fixed by the Board and may be otherwise changed from time to time by resolution of the Board.

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.

Exhibit 3.106

1668173

FILED
In the office of the Secretary of State
of the State of California

JUL 11 1990

/s/ March Fong Eu
MARCH FONG EU, Secretary of State

ARTICLES OF INCORPORATION

OF

COMPOSITE ENGINEERING, INC.

I. NAME

The name of the corporation is COMPOSITE ENGINEERING, INC.

II. PURPOSE

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.

III. NUMBER OF DIRECTORS

The number of directors of the corporation is three (3).

IV. INITIAL DIRECTORS

The names and addresses of the persons appointed to act as the initial directors are:

MICHEL M. FOURNIER	4829 Dry Creek Road Sacramento, CA 95838
AMY A. FOURNIER	4829 Dry Creek Road Sacramento, CA 95838
GARY G. DAMON	3301 Watt Avenue, Suite 500 Sacramento, CA 95821

V. AGENT FOR SERVICE OF PROCESS

The name and address in this state of the corporation's initial agent for service of process is:

GARY G. DAMON	3301 Watt Avenue, Suite 500 Sacramento, CA 95821

VI. STOCK

The corporation is authorized to issue only one class of shares of stock, and the total number of shares which this corporation is authorized to issue is 100,000 shares.

VII. NO PREFERENCES, PRIVILEGES, RESTRICTIONS

No distinction shall exist between the shares of the corporation or the holders thereof.

VIII. LIABILITY OF DIRECTORS

The liability of the directors of the corporation for monetary damages shall be eliminated to the fullest extent permissible under California law.

EXECUTION

IN WITNESS WHEREOF, the undersigned, who are the incorporators and include the above-named initial directors of this corporation, have executed these Articles of Incorporation on July 9, 1990.

/s/ Amy A. Fournier
AMY A. FOURNIER

/s/ Michel M. Fournier
MICHEL M. FOURNIER

/s/ Gary G. Damon
GARY G. DAMON

We hereby declare that we are the persons who executed the foregoing Articles of Incorporation, which execution is our act and deed.

/s/ Amy A. Fournier
AMY A. FOURNIER

/s/ Michel M. Fournier
MICHEL M. FOURNIER

/s/ Gary G. Damon
GARY G. DAMON

A0526021

FILED
In the office of the Secretary of State
of the State of California

JUN - 1 1999

/s/ Bill Jones
BILL JONES Secretary of State

1668173

CERTIFICATE OF AMENDMENT
OF
ARTICLES OF INCORPORATION
OF
COMPOSITE ENGINEERING, INC.

MICHEL M. FOURNIER and AMY A. FOURNIER certify that:

1. They are the president and secretary, respectively of COMPOSITE ENGINEERING, INC., a California corporation.

2. Article VI of the Articles of Incorporation of this corporation is amended to read as follows:

"The corporation is authorized to issue only one class of shares of stock, and the total number of shares which this corporation is authorized to issue is 1,000,000 shares."

3. The forgoing 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 of the Corporations Code. The total number of outstanding shares of the corporation is 10,000. 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.

Dated: 6-1, 1999

/s/ Michel M. Fournier
MICHEL M. FOURNIER, President

/s/ Amy A. Fournier
AMY A. FOURNIER, Secretary

BYLAWS
OF
COMPOSITE ENGINEERING, 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.

CERTIFICATE OF SECRETARY

OF

COMPOSITE ENGINEERING, INC.

I HEREBY CERTIFY that the foregoing is a full, true, and correct copy of the Bylaws of Composite Engineering, Inc., a California corporation, as in effect on the date hereof.

Dated: July 2, 2012

/s/ Deborah Butera
Deborah Butera

Exhibit 3.108

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS FILED FROM AND INCLUDING THE RESTATED CERTIFICATE OR A MERGER WITH A RESTATED CERTIFICATE ATTACHED OF "KRATOS DEFENSE & ROCKET SUPPORT SERVICES, INC." AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

RESTATED CERTIFICATE, FILED THE SEVENTH DAY OF JANUARY, A.D. 2002, AT 4:30 O'CLOCK P.M.

CERTIFICATE OF AMENDMENT, FILED THE TWENTY-SECOND DAY OF DECEMBER, A.D. 2003, AT 1:49 O'CLOCK P.M.

CERTIFICATE OF MERGER, FILED THE FIFTH DAY OF JANUARY, A.D. 2004, AT 5:15 O'CLOCK P.M.

CERTIFICATE OF RENEWAL, FILED THE FOURTH DAY OF JUNE, A.D. 2004, AT 11 O'CLOCK A.M.

CERTIFICATE OF AGREEMENT OF MERGER, FILED THE SEVENTH DAY OF JUNE, A.D. 2004, AT 9:12 O'CLOCK P.M.

CERTIFICATE OF AMENDMENT, CHANGING ITS NAME FROM "HIGH TECHNOLOGY SOLUTIONS, INC." TO "WFI GOVERNMENT SERVICES, INC.", FILED THE TWELFTH DAY OF AUGUST, A.D. 2004, AT 9:19 O'CLOCK P.M.

/s/ Jeffrey W. Bullock
Jeffrey W. Bullock, Secretary of State

2241561 8100X

AUTHENTICATION: 0865531

131267223

DATE: 11-04-13

You may verify this certificate online at corp.delaware.gov/authver.shtml

Delaware

The First State

CERTIFICATE OF CHANGE OF REGISTERED AGENT, FILED THE FIFTH DAY OF MAY, A.D. 2005, AT 4:15 O'CLOCK P.M.

CERTIFICATE OF AMENDMENT, CHANGING ITS NAME FROM "WFI GOVERNMENT SERVICES, INC." TO "KRATOS GOVERNMENT SOLUTIONS, INC.", FILED THE TWELFTH DAY OF SEPTEMBER, A.D. 2007, AT 1:19 O'CLOCK P.M.

CERTIFICATE OF AMENDMENT, CHANGING ITS NAME FROM "KRATOS GOVERNMENT SOLUTIONS, INC." TO "KRATOS DEFENSE ENGINEERING SOLUTIONS, INC.", FILED THE TWENTIETH DAY OF DECEMBER, A.D. 2010, AT 5:29 O'CLOCK P.M.

CERTIFICATE OF AMENDMENT, CHANGING ITS NAME FROM "KRATOS DEFENSE ENGINEERING SOLUTIONS, INC." TO "KRATOS DEFENSE & ROCKET SUPPORT SERVICES, INC.", FILED THE TWENTY-EIGHTH DAY OF AUGUST, A.D. 2012, AT 5:18 O'CLOCK P.M.

/s/ Jeffrey W. Bullock
Jeffrey W. Bullock, Secretary of State

2241561 8100X

AUTHENTICATION: 0865531

131267223

DATE: 11-04-13

You may verify this certificate online at corp.delaware.gov/authver.shtml

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS

FILED 04:30 PM 01/07/2002
020013541 – 2241561

AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
HIGH TECHNOLOGY SOLUTIONS, INC.

High Technology Solutions, Inc., a corporation duly organized and existing under the General Corporation Law of the State of Delaware (the "Company"), does hereby certify as follows:

1. The name of the Company is High Technology Solutions, Inc. and the original Certificate of Incorporation of the Company was (a) filed with the Secretary of State of the State of Delaware on September 18, 1990 and (b) most recently amended and restated, as filed with the Secretary of State of the State of Delaware on December 16, 1999 (the "Certificate of Incorporation").

2. Pursuant to Sections 242 and 245 of the General Corporation Law of the State of Delaware, the following resolution restating, integrating and further amending the Certificate of Incorporation was approved by the Board of Directors in accordance with Section 141 of the General Corporation Law of the State of Delaware on October 9, 2001 and by Written Consent by the stockholders of the Company in accordance with Section 228 of the General Corporation Law of the State of Delaware, dated as of October 9, 2001:

NOW, THEREFORE, BE IT RESOLVED, that the Certificate of Incorporation be, and hereby is, restated and further amended to read in its entirety as follows:

ARTICLE I

The name of the corporation (the "Company") is High Technology Solutions, Inc.

ARTICLE II

The address of the Company's registered office in the State of Delaware is 1209 Orange Street, Wilmington, New Castle County, Delaware 19801. The name of its registered agent at such address is The Corporation Trust Company.

ARTICLE III

The nature of the business of, or purposes to be conducted or promoted by, the Company 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.

ARTICLE IV

A. The Company is authorized to issue two classes of stock to be designated, respectively, "Common Stock" and "Preferred Stock." The total number of shares that the Company is authorized to issue is forty million (40,000,000) shares, thirty-five million (35,000,000) shares of which shall be Common Stock with a par value of $0.001 per share, and five million (5,000,000) shares of which shall be Preferred Stock with a par value of $0.001 per share.

B. The Preferred Stock may be issued as a class, without series or, if so determined from time to time by the Board of Directors, in one or more series, each series to be expressly designated by a distinguishing number, letter or title. The Preferred Stock, and each series thereof, shall have such voting powers and other rights, privileges, preferences and restrictions as shall be set forth in the resolutions of the Board of Directors providing for the issuance of such Preferred Stock. There is hereby expressly granted to the Board of Directors the authority to determine and fix any and all of the rights, preferences, privileges and restrictions and other terms of the Preferred Stock and any series thereof, and the number of shares constituting any series and the designation thereof, and to increase or decrease the number of shares of any series subsequent to the issuance of shares of that series, but not below the number of shares of such series then outstanding, or to eliminate entirely any series if there no longer are any outstanding shares of such series (and, thereupon, the shares previously designated for such series shall become authorized but undesignated shares). In the event that the number of shares of any series shall be so decreased, the shares constituting such series shall resume the status that they had prior to the adoption of the resolution originally setting forth the number of shares of such series.

C. The relative rights, preferences, powers, qualifications, limitations and restrictions granted to or imposed upon the series of Preferred Stock hereby designated the "Series A Convertible Preferred Stock" or the holders thereof are as follows:

1. Designation; Number of Shares. The designation of the Preferred Stock authorized by this Article IV.C shall be Series A Convertible Preferred Stock, and the number of shares of Convertible Preferred Stock authorized hereby shall be 3,700,000 shares.

2. Definitions. For the purposes of this Article IV.C, the following definitions shall apply:

"Affiliate" shall have the meaning ascribed to such term in Rule 12b-2 of the General Rules and Regulations under the Exchange Act.

"Appraised Value" shall mean, in respect of any share of Common Stock on any date herein specified, the fair saleable value of such share of Common Stock (determined without giving effect to the discount for (i) a minority interest or (ii) any lack of liquidity of the Common Stock or to the fact that the Company may have no class of equity registered under the Exchange Act) as of the last day of the most recent fiscal month to end within 60 days prior to such date specified, based on the value of the Company, divided by the number of Fully Diluted Outstanding shares of Common Stock. Such value of the Company shall be determined by (i) an independent majority of the members of the Board of Directors, in good faith, if 75,000 or fewer

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shares of Common Stock (adjusted for stock splits, reverse stock splits, combinations, stock dividends or similar transactions) are issued or issuable (whether pursuant to options, warrants or other exchangeable or convertible securities) by the Company pursuant to a transaction or (ii) an investment banking firm selected

by the Company and the Required Holders, if more than 75,000 shares of Common Stock (adjusted for stock splits, reverse stock splits, combinations, stock dividends or similar transactions) are so issued or issuable.

"Board" shall mean the Board of Directors of the Company.

"Book Value" shall mean, in respect of any share of Common Stock on any date herein specified, the consolidated book value of the Company as of the last day of any month immediately preceding such date, divided by the number of Fully Diluted Outstanding shares of Common Stock as determined in accordance with GAAP by any firm of independent certified public accountants of recognized national standing selected by the Company and reasonably acceptable to the Required Holders.

"Business Day" shall mean any day other than a Saturday, Sunday, or a day on which banking institutions in the State of New York are authorized or obligated by law or executive order to close.

"Common Stock" shall mean the Common Stock, $0.001 par value per share, of the Company.

"Company" shall mean High Technology Solutions, Inc., a Delaware corporation.

"Conversion Price" shall mean, with respect to any conversion of the Convertible Preferred Stock prior to the EBITDA Adjustment Date, $5.514 per share, subject to adjustment as provided herein, and, with respect to any conversion of the Convertible Preferred Stock after the EBITDA Adjustment Date, the amount computed pursuant to Section 7(f) hereof, subject to adjustment as provided herein, provided, that if a Liquidity Event shall occur prior to the EBITDA Adjustment Date, the Conversion Price shall mean the amount computed pursuant to Section 7(g) hereof.

"Convertible Preferred Stock" shall refer to shares of Series A Convertible Preferred Stock, $0.001 par value per share, of the Company.

"Current Market Price" when used with reference to shares of Common Stock or other securities on any date, shall mean the higher of (a) the Book Value per share of Common Stock at such date and (b) the Appraised Value per share of Common Stock at such date or, if there shall be a public market, the higher of (x) the Book Value per share of Common Stock at such date, and (y) the average of the daily market prices for 30 consecutive Business Days commencing 45 days before such date. The daily market price for each such Business Day shall be (i) the last sale price on such day on the principal stock exchange or the Nasdaq National Market on which such Common Stock is then listed or admitted to trading, (ii) if no sale takes place on such day on any such exchange or market, the average of the last reported closing bid and asked prices on such day as officially quoted on any such exchange or market, (iii) if the Common Stock is not then listed or admitted to trading on any stock exchange or such market, the average of the last reported closing bid and asked prices on such day in the over-the-counter

market, as furnished by Nasdaq or the National Quotation Bureau, Inc., (iv) if neither such corporation at the time is engaged in the business of reporting such prices, as furnished by any similar firm then engaged in such business, or (v) if there is no such firm, as furnished by any member of the National Association of Securities Dealers, ("NASD") selected mutually by the Required Holders and the Company or, if they cannot agree upon such selection, as selected by two such members of the NASD, one of which shall be selected by the Required Holders and one of which shall be selected by the Company.

"Dividend Rate" shall mean, for the period from the Original Issue Date until the second anniversary of such date, 6% per annum and, thereafter, 9% per annum (or, in each case, if lower, the maximum rate permitted by applicable law), in each case calculated on a 360 day per year basis, based on the actual number of days elapsed, provided that, if an Event of Default shall occur and be continuing, the Dividend Rate shall be increased by 2% per annum as of the date of the occurrence of such Event of Default, but shall not be subject to further increase thereafter.

"EBITDA" shall mean the Company's net income or earnings (excluding any extraordinary items or charges), before interest expense, taxes, depreciation and amortization, as determined from the Company's audited financial statements for any fiscal year prepared in accordance with GAAP, consistently applied.

"EBITDA Adjustment Date" shall mean the 60th day following the end of the Company's fiscal year ended 2001.

"Event of Default" shall have the meaning assigned to it in the Purchase Agreement and shall also mean the failure of the Company (a) to pay any cash (or, as provided in Section 3(b), in-kind) dividend on the Convertible Preferred Stock, when due and payable hereunder or (b) to redeem shares of Convertible Preferred Stock pursuant to Section 6 hereof.

"Exchange Act" shall mean the Securities Exchange Act of 1934, as amended, or any similar Federal statute, and the rules and regulations of the Securities and Exchange Commission thereunder, all as the same shall be in effect at the time. Reference to a particular section of the Securities Exchange Act of 1934, as amended, shall include reference to the comparable section, if any, of any such similar Federal statute.

"Fair Market Value" shall mean the amount that a willing buyer would pay a willing seller in an arm's-length transaction, with neither being under any compulsion to buy or sell.

"First Issue Date" shall mean the first date on which any shares of Convertible Preferred Stock shall be issued pursuant to the Purchase Agreement.

"Fully Diluted Outstanding" shall mean, with reference to Common Stock, at any date as of which the number of shares thereof is to be determined, all shares of Common Stock outstanding at such date and all shares of Common Stock issuable upon the conversion of the Convertible Preferred Stock outstanding on such date, and other options or warrants to purchase, or securities convertible into, shares of Common Stock outstanding on such date.

"GAAP" shall mean generally accepted accounting principles in the United States of America as in effect from time to time.

"Liquidation Preference" shall mean $6.064 per share.

"Liquidity Event" shall mean (a) a Qualified IPO, (b) a Qualified Sale or (c) any Organic Change or IPO which shall be approved by the Required Holders.

"Organic Change" shall mean (a) any sale, lease, exchange or other transfer of all or substantially all of the property and assets of the Company, (b) any merger or consolidation to which the Company is a party or (c) any Person or group of Persons (as such term is used in Section 13(d) of the Exchange Act), other than Allan J. Camaisa, shall beneficially own (as defined in Rule 13d-3 under the Exchange Act) securities of the Company representing 50% or more of the voting securities of the Company then outstanding. For purposes of the preceding sentence, "voting securities" shall mean securities, the holders of which are ordinarily, in the absence of contingencies, entitled to elect the corporate directors (or Persons performing similar functions).

"Original Issue Date" shall mean, with respect to the issuance from time to time of any shares of Convertible Preferred Stock, the date of the original issuance of such shares of Convertible Preferred Stock.

"Person" shall mean any individual, firm, corporation or other entity, and shall include any successor (by merger or otherwise) of such entity.

"Purchase Agreement" shall mean the Purchase Agreement, dated as of October 7, 1999, by and among the Company and the purchasers named therein, as it may be amended from time to time, a copy of which is on file at the principal office of the Company.

"Qualified Amount" shall mean an aggregate amount that provides a compound annual rate of return of 50% on the aggregate purchase price of the then outstanding shares of Convertible Preferred Stock, after taking into account any payments of cash dividends on such shares of Convertible Preferred Stock.

Qualified Amount shall be calculated as follows:

$$\text{Aggregate Purchase Price of Convertible Preferred Stock} = \frac{\text{Aggregate Cash Dividends}}{1{:}50^{(n/12)}} + \frac{\text{Qualified Amount}}{1.50^{(n/12)}}$$

where:

n = number of months (or partial months) elapsed from the Original Issue Date until (i) each date on which a cash dividend shall be received or (ii) a closing date of a Liquidity Event, as the case may be. Partial months shall be expressed as a fraction, rounded to two decimal places.

Example of calculation of Qualified Amount:

Month	Amount	Event
0	$ 10,000,000	Aggregate purchase price paid by Purchaser
8	$ 1,000,000	Aggregate cash dividend received by Purchaser
12	$ 1,000,000	Aggregate cash dividend received by Purchaser
16	$ 14,715,629	Qualified Amount

$$\$10{,}000{,}000 = \frac{\$1{,}000{,}000}{1.50^{(8/12)}} + \frac{\$1{,}000{,}000}{1.50^{(12/12)}} + \frac{\text{Qualified Amount}}{1.50^{(16/12)}}$$

"Qualified IPO" shall mean a sale of Common Stock, for the account of the Company, pursuant to an initial public offering (the "IPO") of the Common Stock on Form S-l (or any equivalent general registration form) under the Securities Act of 1933, as amended, and a listing of such Common Stock on the New York Stock Exchange or the Nasdaq National Market, with aggregate gross proceeds to the Company of at least $30 million and at a per share price (prior to commissions and offering expenses) of not less than the Qualified Amount divided by the number of shares of Common Stock issuable upon conversion of the shares of Convertible Preferred Stock outstanding immediately prior to such Qualified IPO.

"Qualified Sale" shall mean a transaction constituting an Organic Change in which holders of shares of Convertible Preferred Stock shall be entitled to receive an aggregate amount for such shares (or for the shares of Common Stock issuable upon conversion thereof) of not less than the Qualified Amount.

"Redemption Date" shall mean the date on which any shares of Convertible Preferred Stock shall be redeemed by the Company.

"Redemption Price" has the meaning set forth in Section 6(a) of this Article IV.C.

"Required Holders" shall mean Persons who, in the aggregate, hold at least two-thirds of the outstanding shares of Convertible Preferred Stock.

"Subsidiary" of any Person means any corporation or other entity of which a majority of the voting power or the voting equity securities or equity interest is owned, directly or indirectly, by such Person.

"Trading Day" shall mean a Business Day or, if the Common Stock is listed or admitted to trading on any national securities exchange, a day on which such exchange is open for the transaction of business.

3. Dividends.

(a) So long as any shares of Convertible Preferred Stock shall be outstanding, the holders of such Convertible Preferred Stock shall be entitled to receive, if legally payable by the Board, preferential dividends, payable in cash (or, as provided in Section 3(b), in-kind), at the applicable Dividend Rate on the Liquidation Preference hereunder. Subject to Section 3(b), such dividends shall accrue quarterly in arrears for the four (4) years following the Original

Issue Date, and such accrued dividends shall be payable in cash (or, as provided in Section 3(b), in-kind). Commencing on the fourth anniversary of the Original Issue Date, the holder of such Convertible Preferred Stock shall be entitled to receive, if legally payable by the Board, preferential dividends, payable in cash at the applicable Dividend Rate on the Liquidation Preference hereunder, payable quarterly on the last Business Day of March, June, September and December of each year. If the Board cannot legally declare or pay such dividends, then such dividends shall be cumulative and compound quarterly, and shall begin to accrue and compound from the Original Issue Date, whether or not there shall be net profits or net assets of the Company legally available for the payment of those dividends.

(b) At the option of the Company, any dividend may be paid, prior to the fourth anniversary of the Original Issue Date, in additional shares of Convertible Preferred Stock, based upon the Liquidation Preference thereof at the Dividend Rate on the Liquidation Preference hereunder. Dividends paid in shares of Convertible Preferred Stock shall be paid in whole shares plus a cash payment equal to the value of any fractional shares. All accrued and unpaid dividends shall be paid in cash (and not in-kind) upon any conversion of Convertible Preferred Stock or upon the occurrence of a Liquidity Event.

(c) So long as any shares of Convertible Preferred Stock shall be outstanding, then, without the affirmative vote of the Required Holders, (i) no dividend whatsoever shall be paid or declared, and no distribution shall be made, on account of any Common Stock or any share of any other class or series of the Company's Preferred Stock ranking junior to the Convertible Preferred Stock with respect to the payment of dividends or distribution of assets on liquidation, dissolution or winding up of the Company ("Junior Stock"), and (ii) no shares of Common Stock or Junior Stock shall be repurchased, redeemed or acquired by the Company and no funds shall be paid into or set aside or made available for a sinking fund for the purchase, redemption or acquisition thereof.

4. Liquidation Rights of Convertible Preferred Stock.

(a) In the event of any liquidation, dissolution or winding up of the Company, whether voluntary or involuntary, the holders of Convertible Preferred Stock then outstanding shall be entitled to be paid out of the assets of the Company available for distribution to its stockholders, whether such assets are capital, surplus or earnings, before any payment or declaration and setting apart for payment of any amount shall be made in respect of any shares of Common Stock or Junior Stock, an amount equal to the Liquidation Preference plus all declared or accrued and unpaid dividends in respect of any liquidation, dissolution or winding up consummated.

(b) If upon any liquidation, dissolution or winding up of the Company, whether voluntary or involuntary, the assets to be distributed among the holders of Convertible Preferred Stock shall be insufficient to permit the payment to such stockholders of the full preferential amounts aforesaid, then the entire assets of the Company to be distributed shall be distributed ratably among the holders of Convertible Preferred Stock, based on the full preferential amounts for the number of shares of Convertible Preferred Stock held by each holder.

(c) After payment to the holders of Convertible Preferred Stock of the amounts set forth in Section 4(a) hereof and payment to the holders of Junior Stock, the entire remaining assets and funds of the Company legally available for distribution, if any, shall be distributed among the holders of Common Stock pro rata based on the number of shares of Common Stock then held by each.

5. Voting Rights. In addition to any voting rights provided by law, the holders of shares of Convertible Preferred Stock shall have the following voting rights:

(a) So long as any of the Convertible Preferred Stock shall be outstanding, each share of Convertible Preferred Stock shall entitle the holder thereof to vote on all matters voted on by the holders of Common Stock, voting together as a single class with other shares entitled to vote at all meetings of the stockholders of the Company. With respect to any such vote, each share of Convertible Preferred Stock shall entitle the holder thereof to cast the number of votes equal to the number of votes which could be cast in such vote by a holder of the number of shares of Common Stock of the Company into which such share of Convertible Preferred Stock is convertible on the record date for such vote. Fractional votes shall not, however, be permitted, and any fractional voting rights resulting from the above formula (after aggregating all shares into which shares of Convertible Preferred Stock held by each holder could be converted) shall be rounded to the nearest whole number (with one-half being rounded upward).

(b) The affirmative vote of the Required Holders, voting together as a class, in person or by proxy, at a special or annual meeting of stockholders called for such purpose or pursuant to a written consent of stockholders, shall be necessary for the following:

(i) to authorize, adopt or approve an amendment to the Certificate of Incorporation of the Company which would alter or change in any manner the terms, powers, preferences or special rights of the shares of Convertible Preferred Stock, provided, that no such amendment shall, without the consent of each holder of Convertible Preferred Stock, (A) reduce the Liquidation Preference or the Dividend Rate, (B) change the place or currency of payment of the Liquidation Preference or dividends on the Convertible Preferred Stock, (C) impair the right of any holder of Convertible Preferred Stock to institute an action for the enforcement of any payment with respect to the Convertible Preferred Stock, (D) adversely affect any conversion rights with respect to the Convertible Preferred Stock or (E) reduce the percentage of the outstanding Convertible Preferred Stock necessary to amend the provisions of this Section 5(b).

(ii) to authorize or issue any shares of the capital stock of the Company ranking senior to, or pari passu with, the Convertible Preferred Stock or authorize or issue any shares of capital stock convertible into any shares of capital stock of the Company ranking senior to, or pari passu with, the Convertible Preferred Stock; or

(iii) to take any action which is in violation of Article V of the Purchase Agreement.

(c) So long as there are outstanding at least 33% of the shares of Convertible Preferred Stock issued pursuant to the Purchase Agreement, (i) the Board shall consist of a maximum of nine directors, (ii) GE Capital Equity Investments, Inc. ("GE Equity") and Ford Motor Company ("Ford") each shall have, in addition to the other voting rights set forth herein, the right, but not the obligation, to elect one director of the Company, (iii) the holders of all shares of Convertible Preferred Stock shall have, in addition to clause (ii) above, the right, but not the obligation, to elect one director of the Company and (iv) the holders of shares of all voting stock of the Company (including the Convertible Preferred Stock) shall have the right to elect the remaining directors of the Company; provided, however, so long as GE Equity has the right to elect an additional director pursuant to Section 5(d) hereof, the number of directors to be elected pursuant to clause (iv) shall be decreased by one. So long as there are outstanding at least 33% of the shares of Convertible Preferred Stock issued pursuant to the Purchase

Agreement, GE Equity and Ford each shall have the right, but not the obligation, to appoint one director to all committees of the Board (including any Executive Committee), if any such committees are established by the Board.

(d) If, on any date, an Event of Default shall have occurred and be continuing, whether or not by reason of the absence of legally available funds therefor, then, so long as there are outstanding at least 33% of the shares of Convertible Preferred Stock issued pursuant to the Purchase Agreement, GE Equity shall have, in addition to its other voting rights set forth herein, the exclusive right to elect an additional director of the Company in accordance with this Section 5 and one of the directors elected pursuant to clause (iv) of Section 5(c) shall resign or be removed without cause.

(e) The foregoing rights of holders of shares of Convertible Preferred Stock to take any actions as provided in this Section 5 may be exercised at any annual meeting of stockholders or at a special meeting of stockholders held for such purpose as hereinafter provided or at any adjournment thereof or pursuant to any written consent of stockholders.

(f) If (i) the annual meeting of stockholders of the Company shall not, for any reason, be held within the time fixed in the Bylaws of the Company, or (ii) vacancies shall exist in the office of any director elected by GE Equity and/or Ford or (iii) GE Equity has the right to elect an additional director pursuant to Section 5(d) above, a proper officer of the Company, upon the written request of either GE Equity or Ford, addressed to the Secretary of the Company, shall call a special meeting in lieu of the annual meeting of stockholders or circulate a written consent if permitted by applicable law, for the purpose of electing or, if necessary, removing directors. Any such meeting shall be held at the earliest practicable date at the place for the holding of the annual meetings of stockholders. If such meeting shall not be called by the proper officer of the Company within twenty (20) days after personal service of said written request upon the Secretary of the Company, or within twenty (20) days after mailing the same within the United States by certified mail, addressed to the Secretary of the Company at its principal

executive office, then GE Equity or Ford may call such meeting at the expense of the Company, and such meeting may be called upon the notice required for the annual meetings of stockholders of the Company and shall be held at the place for holding the annual meetings of the stockholders. GE Equity and Ford each shall have access to the lists of stockholders to be called pursuant to the provisions hereof.

(g) Any vacancy occurring in the office of the director elected by GE Equity, Ford, or the holders of all shares of Convertible Preferred Stock, or any additional director to be elected by GE Equity pursuant to Section 5(d) above may be filled only by GE Equity, Ford, or the holders of all shares of Convertible Preferred Stock, as applicable. The term of office of any director elected by GE Equity, Ford, or the holders of all shares of Convertible Preferred Stock shall terminate upon the election of the successor to such director at any meeting of stockholders held for the purpose of electing directors.

(h) Any director elected by GE Equity or Ford pursuant to Sections 5(c)(ii) and 5(d) may be removed from office with or without cause by GE Equity or Ford, respectively. Any director elected by the holders of all shares of Convertible Preferred Stock pursuant to Section 5(c)(iii) may be removed from office with or without cause by the holders of all shares of Convertible Preferred Stock.

6. Redemption of Convertible Preferred Stock.

(a) If any Organic Change (other than a Qualified Sale) shall occur, the Company, at the option of any holder of outstanding Convertible Preferred Stock (as exercised pursuant to this Section 6(a)), shall redeem, at a redemption price equal to the sum of the Liquidation Preference per share plus an amount equal to all accrued and unpaid dividends per share (the “Redemption Price”), those outstanding shares of Convertible Preferred Stock which such holder shall have elected to redeem. Such redemption shall occur immediately prior to or simultaneously with the consummation of such Organic Change. The Company shall give written notice of any such Organic Change, stating the substance and intended date of consummation thereof, not more than sixty (60) Business Days nor less than twenty (20) Business Days prior to the date of consummation thereof, to each holder of Convertible Preferred Stock. Any holder of the Convertible Preferred Stock shall have fifteen (15) Business Days (the “Notice Period”) from the date of the receipt of such notice to demand (by written notice mailed to the Company) redemption of all or any portion of the shares of Convertible Preferred Stock held by such holder.

(b) The Company shall redeem, and the holders of the outstanding Convertible Preferred Stock shall sell to the Company, at the Redemption Price, all of the outstanding Convertible Preferred Stock on (i) the fifth anniversary of the First Issue Date, if no Liquidity Event shall have occurred prior to such date, or (ii) the date on which (x) the Company or any Subsidiary shall make an assignment for the benefit of creditors, commence any proceeding relating to it under any applicable bankruptcy or insolvency laws or seek any other form of relief from its creditors or from a court or governmental agency pursuant to any law, statute or procedure of any jurisdiction for the relief of financially distressed debtors or (y) any of the foregoing shall be commenced against the Company or any Subsidiary. The Company shall, on the date of the occurrence of an event specified above, deliver written notice (the “Redemption Notice”) for the mandatory redemption of the Convertible Preferred Stock to each holder of record of the Convertible Preferred Stock at its address last shown on the records of the Company. The Redemption Notice shall state:

(A) the event triggering the mandatory redemption;

(B) the number of shares of Convertible Preferred Stock held by the holder to be redeemed;

(C) the date fixed for redemption, which shall be no later than twenty (20) Business Days following the date of the Redemption Notice, and the Redemption Price; and

(D) that the holder is to surrender to the Company, in the manner and at the place designated, its certificate or certificates representing the shares of Convertible Preferred Stock to be redeemed.

(c) On or before the Redemption Date, each holder of Convertible Preferred Stock shall surrender the certificate or certificates representing such shares of Convertible Preferred Stock to the Company, in the manner and at the place designated in the Redemption Notice, and thereupon the Redemption Price for such shares shall be payable in cash on the Redemption Date to the person whose name appears on such certificate or certificates as the owner thereof, and each surrendered certificate shall be cancelled and retired. In the event that less than all of the shares represented by any such certificate are redeemed, a new certificate shall be issued representing the unredeemed shares.

(d) Unless the Company defaults in the payment in full of the Redemption Price, dividends on the Convertible Preferred Stock called for redemption shall cease to accumulate on the Redemption Date, and the holders of such Convertible Preferred Stock redeemed shall cease to have any further rights with respect thereto on the Redemption Date, other than to receive the Redemption Price without interest.

(e) If, at any time of any redemption pursuant to this Section 6, the funds of the Company legally available for redemption of Convertible Preferred Stock shall be insufficient to redeem the number of shares required to be redeemed, those funds which are legally available shall be used to redeem the maximum possible number of such shares, pro rata based upon the number of shares to be redeemed. At any time thereafter when additional funds of the Company become legally available for the redemption of Convertible Preferred Stock, such funds shall immediately be used to redeem the balance of the shares of Convertible Preferred Stock which the Company has become obligated to redeem pursuant to this Section 6, but which it has not redeemed; or, in the case of a redemption pursuant to Section 6(a), if a person other than the Company shall be the surviving or resulting corporation in any Organic Change, such person shall, at the consummation of such Organic Change, redeem such balance of the shares of Convertible Preferred Stock (and the Company shall so provide in its agreements with such person relating to such Organic Change).

(f) Except as provided herein, the Company may not otherwise redeem or repurchase the Convertible Preferred Stock.

7. Conversion.

(a) Subject to the provisions for adjustment hereinafter set forth, (i) each share of Convertible Preferred Stock shall be convertible at any time and from time to time, at the option of the holder thereof (such conversion, an "Optional Conversion") and (ii) all shares of Convertible Preferred Stock shall be converted upon the occurrence of a Qualified IPO or Qualified Sale (such conversion, a "Mandatory Conversion"), in each case into fully paid and nonassessable shares of Common Stock. The number of shares of Common Stock deliverable upon conversion of a share of Convertible Preferred Stock shall be determined by dividing the Liquidation Preference by the Conversion Price (as adjusted herein) in effect on the date on which the shares of Convertible Preferred Stock shall be surrendered for conversion. No fractional shares shall be issued upon the conversion of any shares of Convertible Preferred Stock. All shares of Common Stock (including fractions thereof) issuable upon conversion of more than one share of Convertible Preferred Stock by a holder thereof shall be aggregated for purposes of determining whether conversion would result in the issuance of any fractional share. If, after the aforementioned aggregation, the conversion would result in the issuance of a fraction of a share of Common Stock, the Company shall, in lieu of issuing any fractional share, pay the holder otherwise entitled to such fraction a sum in cash equal to the Fair Market Value of such fraction on the date of conversion (as determined in good faith by the Board).

(b) An Optional Conversion or Mandatory Conversion shall be subject to the following:

(i) An Optional Conversion of the Convertible Preferred Stock may be effected by any such holder upon the surrender to the Company at the principal office of the Company of the certificate for such Convertible Preferred Stock to be converted accompanied by a written notice stating that such holder elects to convert all or a specified number of such shares (which may be fractional shares) in accordance with the provisions of this Section 7 and specifying the name or names in which such holder wishes the certificate or certificates for shares of Common Stock to be issued. A Mandatory Conversion of the Convertible Preferred Stock shall be immediately effective and shall be deemed to be made as of the date of the consummation of a Qualified IPO or Qualified Sale. Any holder may surrender to the Company the certificate for such Convertible Preferred Stock converted pursuant to a Mandatory Conversion accompanied by a written notice specifying the name or names in which such holder wishes the certificate or certificates for shares of Common Stock to be issued. Until such time as the holder surrenders its certificate pursuant to the Mandatory Redemption, the certificates representing the Convertible Preferred Stock shall represent the number of shares of Common Stock issuable upon conversion of such certificate. Upon any conversion of any shares of Convertible Preferred Stock, all accrued and unpaid dividends owing in respect of such shares shall be paid in cash.

(ii) In case the written notice specifying the name or names in which such holder wishes the certificate or certificates for shares of Common Stock to be issued shall specify a name or names other than that of such holder, such notice shall be accompanied by payment of all transfer taxes payable upon the issuance of shares of Common Stock in such name or names. Other than such taxes, the Company will pay

any and all issue and other taxes (other than taxes based on income) that may be payable in respect of any issue or delivery of shares of Common Stock on conversion of Convertible Preferred Stock pursuant hereto. As promptly as practicable, and in any event within three Business Days after the surrender of such certificate or certificates and the receipt of such notice relating thereto and, if applicable, payment of all transfer taxes (or the demonstration to the satisfaction of the Company that such taxes have been paid), the Company shall deliver or cause to be delivered (A) certificates representing the number of validly issued, fully paid and nonassessable full shares of Common Stock to which the holder of shares of Convertible Preferred Stock being converted shall be entitled and (B) if less than the full number of shares of Convertible Preferred Stock evidenced by the surrendered certificate or certificates is being converted, a new certificate or certificates, of like tenor, for the number of shares evidenced by such surrendered certificate or certificates less the number of shares being converted.

(iii) In the case of an Optional Conversion, such conversion shall be deemed to have been made at the close of business on the date of giving the written notice referred to in the first sentence of subsection (b) (i) above and of such surrender of the certificate or certificates representing the shares of Convertible Preferred Stock to be converted so that the rights of the holder thereof as to the shares being converted shall cease except for the right to receive shares of Common Stock in accordance herewith, and the person entitled to receive shares of Common Stock shall be treated for all purposes as having become the record holder of such shares of Common Stock at such time.

(c) In case any shares of Convertible Preferred Stock are to be redeemed pursuant to Section 6, all rights of conversion shall cease and terminate as to the shares of Convertible Preferred Stock to be redeemed at the close of business on the Business Day next preceding the date fixed for redemption unless the Company shall default in the payment of the Redemption Price.

(d) The Conversion Price shall be subject to adjustment from time to time in certain instances hereinafter provided.

(e) The Company shall at all times reserve, and keep available for issuance upon the conversion of the Convertible Preferred Stock, such number of its authorized but unissued shares of Common Stock as will from time to time be sufficient to permit the conversion of all outstanding shares of

Convertible Preferred Stock, and shall take all action required to increase the authorized number of shares of Common Stock if necessary to permit the conversion of all outstanding shares of Convertible Preferred Stock.

(f) In addition to any adjustments to the Conversion Price which may be required pursuant to Section 7(h) hereof, the Conversion Price shall be adjusted, effective as of the EBITDA Adjustment Date, to the Conversion Price set forth opposite the EBITDAs in the table below, based upon the Company's EBITDA for its fiscal year ended 2001 ("2001 EBITDA"). If the 2001 EBITDA shall be at an amount other than the EBITDAs shown on such table, the Conversion Price shall be proportionately adjusted, provided, that the Conversion Price shall not be less than the minimum Conversion Price and not more than the maximum Conversion Price, each as set forth in the table below;

EBITDA ($MM)		Conversion Price	
$	18.0	$	5.514
$	9.0	$	2.872
$	6.0	$	2.070

If the Conversion Price as of the Original Issue Date (the "Original Conversion Price") shall have been adjusted pursuant to this Section 7 prior to the EBITDA Adjustment Date, then the Conversion Prices set forth in the table above shall be proportionately adjusted to reflect the proportionate difference between the Original Conversion Price and the Conversion Price in effect immediately prior to the EBITDA Adjustment Date. The Conversion Price, as adjusted hereunder, shall be subject to further adjustment as provided in this Section 7.

(g) If a Liquidity Event shall occur prior to the EBITDA Adjustment Date, the Conversion Price, effective immediately prior to the effective date of such Liquidity Event, shall be adjusted, as set forth below; provided, that the Conversion Price shall not be less than the minimum Conversion Price and not more than the maximum Conversion Price, each as set forth in the table provided in Section 7(f) above (as such minimum and maximum Conversion Prices may be adjusted thereunder).

Conversion Price = [(Liquidation Preference) x (# of shares of Convertible Preferred Stock outstanding as of the date of Liquidity Event) x (Liquidity Event Price)] / Qualified Amount

For purposes of the calculation of Conversion Price pursuant to this Section 7(g) of Article IV.C, "Liquidity Event Price" shall mean, in the case of: (i) a Qualified IPO, the initial offering price per share to the public of Common Stock pursuant to such Qualified IPO; (ii) a Qualified Sale, the aggregate consideration paid pursuant to such Qualified Sale for each share of Common Stock then outstanding; and (iii) an Organic Change, Appraised Value, based on the determination of an investment banking firm selected by the Company and the Required Holders.

(h) The Conversion Price will also be subject to adjustment from time to time as follows:

(i) In case the Company shall at any time or from time to time after the First Issue Date (A) pay a dividend, or make a distribution, on the outstanding shares of Common Stock in shares of Common Stock, (B) subdivide the outstanding shares of Common Stock, (C) combine the outstanding shares of Common Stock into a smaller number of shares of Common Stock or (D) issue by reclassification of the shares of Common Stock any shares of capital stock of the Company, then, and in each such case, the Conversion Price in effect immediately prior to such event or the record date therefor, whichever is earlier, shall be adjusted so that the holder of any shares of Convertible Preferred Stock thereafter surrendered for conversion shall be entitled to receive the

number of shares of Common Stock or other securities of the Company which such holder would have owned or have been entitled to receive after the happening of any of the events described above, had such shares of Convertible Preferred Stock been surrendered for conversion immediately prior to the happening of such event or the record date therefor, whichever is earlier. An adjustment made pursuant to this clause (i) shall become effective (x) in the case of any such dividend or distribution, immediately after the close of business on the record date for the determination of holders of shares of Common Stock entitled to receive such dividend or distribution, or (y) in the case of such subdivision, reclassification or combination, at the close of business on the day upon which such corporate action becomes effective.

(ii) In case the Company shall issue shares of Common Stock (or rights, warrants or other securities convertible into or exchangeable for shares of Common Stock) after the First Issue Date, other than issuances covered by clause (i) above, at a price per share (or having an exercise, conversion or exchange price per share) less than the Current Market Price per share of Common Stock, as of the date of issuance of such shares or of such rights, warrants or other convertible or exchangeable securities, then, and in each such case, the Conversion Price in effect immediately prior to the date of such issuance shall be reduced (but not increased) to an amount determined by multiplying such Conversion Price by a fraction:

(A) the numerator of which shall be (1) the number of shares of Common Stock outstanding immediately prior to the issuance of such additional shares of Common Stock (or rights, warrants or other securities convertible into or exchangeable for shares of Common Stock), plus (2) the number of shares of Common Stock which the Net Aggregate Consideration (as defined in Section 7(h)(xi)) would purchase at the Current Market Price prior to such issuance, and

(B) the denominator of which shall be (1) the number of shares of Common Stock outstanding immediately prior to the issuance of such additional shares of Common Stock (or rights, warrants or other securities convertible into or exchangeable for shares of Common Stock), plus (2) the aggregate number of additional shares of Common Stock so issued (or issuable pursuant to the exercise of rights, warrants or other securities convertible into or exchangeable for shares of Common Stock so issued).

(iii) In case the Company shall issue shares of Common Stock (or rights, warrants or other securities convertible into or exchangeable for shares of Common Stock) after the First Issue Date, other than issuances covered by clause (i) above, at a price per share (or having an exercise, conversion or exchange price per share) less than the Conversion Price as of the date of issuance of such shares or of such rights, warrants or other convertible or exchangeable securities, then, and in each such case, the Conversion Price in effect immediately prior to the date of such issuance shall be reduced (but not increased) to an amount determined by multiplying such Conversion Price by a fraction:

(A) the numerator of which shall be (1) the number of shares of Common Stock outstanding immediately prior to the issuance of such additional shares of Common Stock (or rights, warrants or other securities convertible into or exchangeable for shares of Common Stock), plus (2) the number of shares of Common Stock which the Net Aggregate Consideration would purchase at the Conversion Price prior to such issuance, and

(B) the denominator of which shall be (1) the number of shares of Common Stock outstanding immediately prior to the issuance of such additional shares of Common Stock (or rights, warrants or other securities convertible into or exchangeable for shares of Common Stock), plus (2) the aggregate number of additional shares of Common Stock so issued (or issuable pursuant to the exercise of rights, warrants or other securities convertible into or exchangeable for shares of Common Stock so issued).

(iv) An adjustment made pursuant to clauses (ii) or (iii) above shall be made on the next Business Day following the date on which any such issuance is made and shall be effective retroactively immediately after the close of business on such date. For purposes of clauses (ii) or (iii), the aggregate consideration received by the Company in connection with the issuance of shares of Common Stock or of rights, warrants or other securities exchangeable or convertible into shares of Common Stock shall be deemed to be equal to the sum of the aggregate offering price of all such Common Stock and such rights, warrants, or other exchangeable or convertible securities plus the minimum aggregate amount, if any, receivable upon exchange or conversion of any such exchangeable or convertible securities into shares of Common Stock. If both clauses (ii) and (iii) are applicable, the adjustment which results in the higher Conversion Price shall be used.

(v) In case the Company shall at any time or from time to time after the First Issue Date declare, order, pay or make a dividend or other distribution (including, without limitation, any distribution of stock or other securities or property or rights or warrants to subscribe for securities of the Company or any of its Subsidiaries by way of dividend or spinoff), on its Common Stock, other than dividends or distributions of shares of Common Stock which are referred to in clause (i) of this subsection (h) or made in compliance with Section 3(c) hereof, then, and in each such case, the Conversion Price in effect immediately prior to such event or the record date therefor, whichever is earlier, shall be adjusted so that the holder of any shares of Convertible Preferred Stock thereafter surrendered for conversion shall be entitled to receive the number of shares of Common Stock or other securities of the Company which such holder would have owned or have been entitled to receive after the happening of any of the events described above, had such shares of Convertible Preferred Stock been surrendered for conversion immediately prior to the happening of such event or the record date therefor, whichever is earlier. An adjustment made pursuant to this clause (v) shall become effective immediately after the close of business on the happening of such event or the record date therefor, whichever is earlier.

(vi) For purposes of this subsection (h), the number of shares of Common Stock at any time outstanding shall include all shares of Common Stock issuable upon conversion or exercise of any outstanding options, rights, warrants or other convertible or exchangeable securities, but shall not include any shares of Common Stock then owned or held by or for the account of the Company or any of its Subsidiaries.

(vii) If the Company shall take a record of the holders of its Common Stock for the purpose of entitling them to receive a dividend or other distribution, and shall thereafter and before the distribution to stockholders thereof legally abandon its plan to pay or deliver such dividend or distribution, then thereafter no adjustment in the number of shares of Common Stock issuable upon exercise of the right of conversion granted by this subsection (h) or in the Conversion Price then in effect shall be required by reason of the taking of such record.

(viii) Anything in this subsection (h) to the contrary notwithstanding, the Company shall not be required to give effect to any adjustment in the Conversion Price unless and until the net effect of one or more adjustments (each of which shall be carried forward), determined as above provided, shall have resulted in a change of the Conversion Price by at least $0.10, and when the cumulative net effect of more than one adjustment so determined shall be to change the Conversion Price by at least $0.10, such change in Conversion Price shall thereupon be given effect.

(ix) For the purposes of this subsection (h), the number of shares of Common Stock outstanding at any time shall include all shares of Common Stock issuable upon the exercise of all options and warrants then outstanding and the conversion of all convertible securities then outstanding other than the Convertible Preferred Stock.

(x) No adjustment of the Conversion Price shall be made under this subsection (h) upon the issuance of any additional shares of Common Stock that shall be issued pursuant to the exercise, conversion or exchange of any options, rights, warrants or other convertible or exchangeable securities if an adjustment shall previously have been made upon the issuance of such options, rights, warrants or other convertible or exchangeable securities. If any option, right, warrant or other convertible or exchangeable security expires or is cancelled without having been exercised, then, for the purposes of the adjustments set forth above, such option, right, warrant or other convertible or exchangeable security shall have been deemed not to have been issued and the Conversion Price shall be adjusted accordingly. No holder of shares of Common Stock that were previously issued upon conversion of Convertible Preferred Stock shall have any obligation to redeem or cancel any such shares of Common Stock as a result of the operation of this clause (x).

(xi) For purposes of this subsection (h), “Net Aggregate Consideration” shall mean the total amount of consideration received by the Company for the issuance of (i) Common Stock or (ii) rights, warrants or other securities convertible into or exchangeable for shares of Common Stock, plus, if applicable, the minimum aggregate amount set forth in the terms of such rights, warrants or such other securities as payable to the Company upon the exchange, exercise or conversion thereof.

(i) Notwithstanding any provision to the contrary in this Section 7, the Company shall not be required to make any adjustment to the Conversion Price in the case of (i) the granting, after the First Issue Date, by the Company of stock options under a stock option plan of the Company approved by the Board so long as the shares of Common Stock underlying such options (net of any expired or terminated options under the Company’s 1996 Stock Option Plan or 1999 Stock Option Plan prior to the First Issue Date) do not, in the aggregate, exceed 10% of the Fully Diluted Outstanding shares of Common Stock as of the First Issue Date (including the Common Stock issuable upon conversion of the Convertible Preferred Stock); provided, that such Fully Diluted Outstanding shares

of Common Stock shall be adjusted to reflect (a) any shares of Common Stock issuable upon conversion of shares of Convertible Preferred Stock that are issued and sold by the Company after the First Issue Date, (b) any shares of Common Stock issuable upon exercise of the options referred to in this clause (i), (c) any adjustments pursuant to Section 7(f) of this Article IV.C in the number of shares of Common Stock issuable upon conversion of the Convertible Preferred Stock and (d) any stock splits, reverse stock splits, combinations, stock dividends or similar transactions; and (ii) the issuance of shares of Common Stock pursuant to the exercise of the options referred to in clause (i) above or pursuant to the exercise, conversion or exchange of any options, rights, warrants or other convertible or exchangeable securities that are outstanding as of the First Issue Date.

(j) In case of any Organic Change, each share of Convertible Preferred Stock then outstanding, other than those shares to be redeemed pursuant to Section 6 hereof, shall thereafter be convertible into, in lieu of the Common Stock issuable upon such conversion prior to consummation of such Organic Change, the kind and amount of shares of stock and other securities and property receivable (including cash) upon the consummation of such Organic Change by a holder of that number of shares of Common Stock into which one share of Convertible Preferred Stock was convertible immediately prior to such Organic Change (including, on a pro rata basis, the cash, securities or property received by holders of Common Stock in any tender or exchange offer that is a step in such Organic Change). In case securities or property other than Common Stock shall be issuable or deliverable upon conversion as aforesaid, then all references in this Section 7 shall be deemed to apply, so far as appropriate and nearly as may be, to such other securities or property.

(k) In case at any time or from time to time the Company shall pay any stock dividend or make any other non-cash distribution to the holders of its Common Stock, or shall offer for subscription pro rata to the holders of its Common Stock any additional shares of stock of any class or any other right, or there shall be any capital reorganization or reclassification of the Common Stock or consolidation or merger of the Company with or into another corporation, or any sale or conveyance to another corporation of the property of the Company as an entirety or substantially as an entirety, or there shall be a voluntary or involuntary dissolution, liquidation or winding up of the Company, then, in any one or more of said cases, the Company shall give at least twenty (20) days' prior written notice to the registered holders of the Convertible Preferred Stock at the addresses of each as shown on the books of the Company as of the date on which (i) the books of the Company shall close or a record shall be taken for such stock dividend, distribution or subscription rights or (ii) such reorganization, reclassification, consolidation,

merger, sale or conveyance, dissolution, liquidation or winding up shall take place, as the case may be. Such notice shall also specify the date as of which the holders of the Common Stock of record shall participate in said dividend, distribution or subscription rights or shall be entitled to exchange their Common Stock for securities or other property deliverable upon such reorganization, reclassification, consolidation, merger, sale or conveyance or participate in such dissolution, liquidation or winding up, as the case may be. Failure to give such notice shall not invalidate any action so taken.

8. Reports as to Adjustments. Upon any adjustment of the Conversion Price then in effect and any increase or decrease in the number of shares of Common Stock issuable upon the operation of the conversion set forth in Section 7, then, and in each such case, the Company shall promptly deliver to each holder of the Convertible Preferred Stock, a certificate signed by the President or a Vice President and by the Treasurer or an Assistant Treasurer or the Secretary or an Assistant Secretary of the Company setting forth in reasonable detail the event requiring the adjustment and the method by which such adjustment was calculated and specifying the Conversion Price then in effect following such adjustment and the increased or decreased number of shares issuable upon the conversion granted by Section 7, and shall set forth in reasonable detail the method of calculation of each and a brief statement of the facts requiring such adjustment. Where appropriate, such notice to holders of the Convertible Preferred Stock may be given in advance.

9. Certain Covenants. Any registered holder of Convertible Preferred Stock may proceed to protect and enforce its rights and the rights of such holders by any available remedy by proceeding at law or in equity to protect and enforce any such rights, whether for the specific enforcement of any provision in this Article IV.C or in aid of the exercise of any power granted herein, or to enforce any other proper remedy.

10. No Reissuance of Preferred Stock. No Convertible Preferred Stock acquired by the Company by reason of redemption, purchase, or otherwise shall be reissued, and all such shares shall be cancelled, retired and eliminated from the shares which the Company shall be authorized to issue.

11. Notices. All notices to the Company permitted hereunder shall be personally delivered or sent by first class mail, postage prepaid, addressed to its principal office located at 9665 Chesapeake Drive, Suite 300, San Diego, California 92123, or to such other address at which its principal office is located, and all notices to the holders of the Convertible Preferred Stock shall be given at their addresses appearing on the books of the Company.

ARTICLE V

In furtherance and not in limitation of the powers conferred by statute, the Board of Directors shall have the power, both before and after any receipt of any payment for any of the Company's capital stock, to adopt, amend, repeal or otherwise alter the Bylaws of the Company (except so far as the Bylaws of the Company adopted by the stockholders shall otherwise provide). Any bylaws adopted by the directors under the powers conferred hereby may be amended or repealed by the directors or by the stockholders.

ARTICLE VI

Election of directors need not be by written ballot unless the Bylaws of the Company shall so provide.

ARTICLE VII

Subject to the other terms of this Certificate of Incorporation, the Company reserves the right to adopt, amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute and this Certificate of Incorporation, and all rights conferred on stockholders herein are granted subject to this reservation.

ARTICLE VIII

A. To the fullest extent permitted by the General Corporation Law of the State of Delaware, a director of the Company shall not be personally liable to the Company or its stockholders for monetary damages for breach of fiduciary duty as a director. Any repeal or modification of this paragraph shall be prospective only and shall not adversely affect any limitation on the personal liability of a director of the Company with respect to any act or omission occurring prior to the time of such repeal or modification.

B. The Company shall indemnify to the fullest extent permitted by the General Corporation Law of the State of Delaware any person 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 Company), by reason of the fact that the person is or was a director or officer of the Company, or a fiduciary within the meaning of the Employee Retirement Income Security Act of 1974 with respect to an employee benefit plan of the Company, or serves or served at the request of the Company 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. In addition, the Company shall pay for or reimburse any expenses incurred by such persons who are parties to such proceedings, in advance of the final disposition of such proceedings, to the full extent permitted by the General Corporation Law of the State of Delaware.

C. Neither any amendment nor repeal of this Article VIII, nor the adoption of any provisions of this Certificate of Incorporation inconsistent with this Article VIII, shall eliminate or reduce the effect of this Article VIII in respect of any matter occurring or arising or that, but for this Article VIII, would accrue or arise, prior to such amendment, repeal or adoption of an inconsistent provision.

IN WITNESS WHEREOF, High Technology Solutions, Inc. has caused this Amended and Restated Certificate of Incorporation to be executed by its Chief Executive Officer and Secretary on this 2nd day of January, 2002.

/s/ Allan J. Camaisa
Allan J. Camaisa, Chief Executive Officer and Secretary

State of Delaware
Secretary of State
Division of Corporations
Delivered 01:49 PM 12/22/2003
FILED 01:49 PM 12/22/2003
SRV [ILLEGIBLE] 241561 FILE

CERTIFICATE OF AMENDMENT OF
AMENDED AND RESTATED CERTIFICATE OF INCORPORATION
OF
HIGH TECHNOLOGY SOLUTIONS, INC.

High Technology Solutions, Inc., a company organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "Company"), DOES HEREBY CERTIFY:

FIRST: That the Board of Directors of the Company (the "Board"), by written consent effective December 17, 2003, adopted resolutions setting forth proposed amendments of the Amended and Restated Certificate of Incorporation of the Company, declaring said amendments to be advisable and authorizing and directing the officers and directors of the Company to solicit the consent of the stockholders of the Company for consideration thereof.

Therefore, Subsection 6(a) of "Article IV" of the Amended and Restated Certificate of Incorporation of the Company is hereby amended to read as follows:

"6. Redemption of Convertible Preferred Stock.

(a) If any Organic Change (other than a Qualified Sale) shall occur, the Company, at the option of any holder of outstanding Convertible Preferred Stock (as exercised pursuant to this Section 6(a)), shall redeem, at a redemption price equal to the sum of the Liquidation Preference per share plus an amount equal to all accrued and unpaid dividends per share (the "Redemption Price"), those outstanding shares of Convertible Preferred Stock which such holder shall have elected to redeem. Such redemption shall occur immediately prior to or simultaneously with the consummation of such Organic Change. The Company shall give written notice of any such Organic Change, stating the substance and intended date of consummation thereof, not more than sixty (60) Business Days nor less than twenty (20) Business Days prior to the date of consummation thereof, to each holder of Convertible Preferred Stock, unless such notice period shall be shortened or waived by the affirmative vote or written consent of the Required Holders. Any holder of the Convertible Preferred Stock shall have fifteen (15) Business Days (the "Notice Period") from the date of the receipt of such notice to demand (by written notice mailed to the Company) redemption of all or any portion of the shares of Convertible Preferred Stock held by such holder, unless the Notice Period shall be shortened or waived by the affirmative vote or written consent of the Required Holders."

SECOND: Subsection 7(k) of "Article IV" of the Amended and Restated Certificate of Incorporation of the Company is hereby amended to read as follows:

"(k) In case at any time or from time to time the Company shall pay any stock dividend or make any other non-cash distribution to the holders of its Common Stock, or shall offer for subscription pro rata to the holders of its Common Stock any additional shares of stock of any class or any other right, or there shall be any capital reorganization or reclassification of the Common Stock or consolidation or merger of the Company with or into another corporation, or any sale or conveyance to another corporation of the property of the Company as an entirety or substantially as an entirety, or there shall be a voluntary or involuntary dissolution, liquidation or winding up of the Company, then, in any one or more of said cases, the Company shall give at

least twenty (20) days' prior written notice to the registered holders of the Convertible Preferred Stock at the addresses of each as shown on the books of the Company as of the date on which (i) the books of the Company shall close or a record shall be taken for such stock dividend, distribution or subscription rights or (ii) such reorganization, reclassification, consolidation, merger, sale or conveyance, dissolution, liquidation or winding up shall take place, as the case may be,

provided, however, that any such notice period referred to in this Subsection 7(k) may be shortened or waived by the affirmative vote or written consent of the Required Holders. Such notice or waiver of notice related thereto shall also specify the date as of which the holders of the Common Stock of record shall participate in said dividend, distribution or subscription rights or shall be entitled to exchange their Common Stock for securities or other property deliverable upon such reorganization, reclassification, consolidation, merger, sale or conveyance or participate in such dissolution, liquidation or winding up, as the case may be. Failure to give, shorten or waive such notice shall not invalidate any action so taken."

THIRD: The Certificate of Amendment of the Amended and Restated Certificate of Incorporation has been duly adopted by the shareholders of the Company in accordance with the provisions of Sections 242 and 228 of the General Corporation Law of the State of Delaware, and prompt written notice was duly given pursuant to Section 228 to those stockholders who did not approve the Amended and Restated Certificate of Incorporation by written consent.

FOURTH: That said amendments shall become effective upon filing of the Certificate of Amendment with the Secretary of State of Delaware.

IN WITNESS WHEREOF, the Company has caused this Certificate of Amendment of the Amended and Restated Certificate of Incorporation to be signed by Alan Camaisa, its Chief Executive Officer this 18 day of December, 2003.

HIGH TECHNOLOGY SOLUTIONS, INC.

By: /s/ Allan J. Camaisa
Allan J. Camaisa
Its: Chief Executive Officer

State of Delaware
Secretary of State
Division of Corporations
Delivered 05:18 PM 01/05/2004
FILED 05:15 PM 01/05/2004
SRV 040004759 – 2241561 FILE

CERTIFICATE OF MERGER
OF
HORSESHOE MERGER SUB, INC.
INTO
HIGH TECHNOLOGY SOLUTIONS, INC.
(Pursuant to Section 251 of the
Delaware General Corporation Law)

The undersigned corporation, organized and existing under and by virtue of the General Corporation Law of the State of Delaware, does hereby certify:

FIRST: Pursuant to an Agreement and Plan of Merger and Reorganization (the "**Merger Agreement**"), dated as of December 22, 2003, by and among Wireless Facilities, Inc., a Delaware corporation, WFI Government Services, Inc., a Delaware corporation, Horseshoe Merger Sub, Inc., a Delaware corporation ("**Merger Sub**"), High Technology Solutions, Inc., a Delaware corporation ("**HTS**") and certain stockholders of HTS, Merger Sub will be merged with and into HTS, with HTS being the surviving corporation.

SECOND: That the name and state of incorporation of each of the constituent corporations of the merger are as follows:

Name	State of Incorporation
High Technology Solutions, Inc.	**Delaware**
Horseshoe Merger Sub, Inc.	**Delaware**

THIRD: That the Merger Agreement has been approved, adopted, certified, executed, and acknowledged by Merger Sub and HTS in accordance with the requirements of Section 251 of the General Corporation Law of the State of Delaware.

FOURTH: That the merger shall become effective upon the filing of this Certificate of Merger with the Secretary of State of the State of Delaware.

FIFTH: That the name of the surviving corporation of the merger is High Technology Solutions, Inc.

SIXTH: That the Certificate of Incorporation of the surviving corporation shall be in the form attached as Exhibit A.

SEVENTH: That the executed Merger Agreement is on file at the principal place of business of High Technology Solutions, Inc. located at 9771 Clairemont Mesa Boulevard, Suite A, San Diego, California 92124.

EIGHTH: That a copy of the Merger Agreement will be furnished by the surviving corporation, on request and without cost, to any stockholder of any constituent corporation to the merger.

NINTH: That this Certificate of Merger shall be effective upon filing.

IN WITNESS WHEREOF, HTS has caused this Certificate of Merger to be signed by its Chief Financial Officer on January 5, 2004.

HIGH TECHNOLOGY SOLUTIONS, INC.

By: /s/ Alan Stewart
Alan Stewart,
Chief Financial Officer

Exhibit A

AMENDED AND RESTATED CERTIFICATE OF INCORPORATION
OF
HIGH TECHNOLOGY SOLUTIONS, INC.

FIRST: The name of the corporation is:

High Technology Solutions, Inc.

SECOND: The address of its registered office in the State of Delaware is 1209 Orange Street in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

THIRD: The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

FOURTH: The corporation is authorized to issue one class of stock, to be designated "Common Stock," with a par value of $.01 per share. The total number of shares of Common Stock that the corporation shall have authority to issue is 3,000.

FIFTH: The business and affairs of the corporation shall be managed by or under the direction of the Board of Directors. In addition to the powers and authority expressly conferred upon them by statute or by this Certificate of Incorporation or the Bylaws of the corporation, the directors are hereby empowered to exercise all such powers and do all such acts and things as may be exercised or done by the corporation. Election of directors need not be by written ballot, unless the Bylaws so provide.

SIXTH: The Board of Directors is authorized to make, adopt, amend, alter or repeal the Bylaws of the corporation. The stockholders shall also have power to make, adopt, amend, alter or repeal the Bylaws of the corporation.

SEVENTH: To the fullest extent permitted by the Delaware General Corporation Law, as the same exists or may hereafter be amended, a director of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director. Any repeal or modification of the foregoing provisions of this Article SEVENTH 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 or increase the liability of any director of the corporation with respect to any acts or omissions occurring prior to, such repeal or modification.

State of Delaware
Secretary of State
Division of Corporations
Delivered 11:00 AM 06/04/2004
FILED 11:00 AM 06/04/2004
SRV 040417425 – 2241561 FILE

STATE OF DELAWARE
CERTIFICATE FOR RENEWAL
AND REVIVAL OF CHARTER

This corporation organized under the laws of Delaware, the charter of which was voided for non-payment of taxes, now desires to procure a restoration, renewal and revival of its charter, and hereby certifies as follows:

1. The name of this corporation is High Technology Solutions, Inc. .

2. Its registered office in the State of Delaware is located at 1209 Orange Street Street, City of Wilmington Zip Code19801 County of New Castle the name and address of its registered agent is The Corporation Trust Company 1209 Orange Street, Wilmington DE 19801.

3. The date of filing of the original Certificate of Incorporation in Delaware was September 18, 1990.

4. The date when restoration, renewal, and revival of the charter of this company is to commence is the 29th day of February 2004, same being prior to the date of the expiration of the charter. This renewal and revival of the charter of this corporation is to be perpetual.

5. This corporation was duly organized and carried on the business authorized by its charter until the 1st day of March A.D. 2004, at which time its charter became inoperative and void for non-payment of taxes and this certificate for renewal and revival is filed by authority of the duly elected directors of the corporation in accordance with the laws of the State of Delaware.

IN TESTIMONY WHEREOF, and in compliance with the provisions of Section 312 of the General Corporation Law of the State of Delaware, as amended, providing for the renewal, extension and restoration of charters, Alan R. Stewart the last and acting authorized officer hereunto set his/her hand to this certificate this 1st day of June A.D. 2004.

By: /s/ Alan R. Stewart
Authorized Officer
Name: Alan R. Stewart
Print or Type
Title: Secretary & CFO

AGREEMENT OF MERGER

This Agreement of Merger (this "***Agreement***") is entered into as of June 1, 2004, by and between WFI Government Services, Inc., a Delaware corporation ("***WGS***") and wholly owned subsidiary of Wireless Facilities, Inc., a Delaware corporation ("***WFI***") and High Technology Solutions, Inc., a Delaware corporation (the "***HTS***") and wholly owned subsidiary of WGS.

RECITALS:

WHEREAS, WGS is a corporation duly organized and existing under the laws of the State of Delaware;

WHEREAS, HTS is a corporation duly organized, and existing under the laws of the State of Delaware;

WHEREAS, the respective Boards of Directors of WFI, WGS and HTS have determined that it is advisable and to the advantage of the said corporations and their stockholders that WGS merge with and into HTS upon the terms and conditions herein provided; and

WHEREAS, the respective Boards of Directors of WGS and HTS, and WFI as the sole stockholder of WGS, have adopted and approved this Agreement

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, WGS and HTS hereby agree as follows:

AGREEMENT:

1. Merger, Effective Time. WGS shall be merged with and into HTS (the "***Merger***") at such time as this Agreement is made effective in accordance with applicable law (the "***Effective Time***").

2. Surviving Corporation. At the Effective Time, WGS shall be merged with and into the HTS, HTS shall survive the Merger (the "***Surviving Corporation***") and all of the property, rights, privileges, powers, and franchises of WGS and HTS shall vest in the Surviving Corporation, and all debts, liabilities and duties of WGS and HTS shall become the debts, liabilities and duties of the Surviving Corporation and shall continue unaffected and unimpaired by the Merger, At the Effective Time, the separate existence of WGS shall cease.

3. Effect of the Merger. The Merger shall have the effects set forth in Section 259 of the Delaware General Corporation Law.

4. Further Action. If, at any time after the Effective Time, any further action is determined to be necessary or desirable to carry out the purposes of this Agreement or to vest the Surviving Corporation with full right, title and possession of and to all rights and property of WGS and HTS, the officers and directors of the Surviving Corporation shall be fully authorized (in the name of WGS, in the name of the HTS and otherwise) to take such action.

State of Delaware
Secretary of State
Division of Corporations
Delivered 09:12 PM 06/07/2004
FILED 09:12 PM 06/07/2004
SRV 040421737 – 2241561 FILE

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5. Organization of WGS.

a. WGS was incorporated under the laws of the State of Delaware on December 17, 2003,

b. WGS is authorized to issue an aggregate of 3000 shares of Common Stock ($.01 par value) ("***WGS Common Stock***").

c. As of the record date for purposes of voting on the Merger, 3000 shares of WGS Common Stock were outstanding.

6. Organization of HTS.

a. HTS was incorporated under the laws of the State of Delaware on September 18, 1990.

b. HTS is authorized to issue an aggregate of 3000 shares of Common Stock ($.01 par value) ("***HTS Common Stock***").

c. As of me record date for purposes of voting on the Merger, an aggregate of 3000 shares of HTS Common Stock were outstanding.

7. Effect on Shares. At the Effective Time, by virtue of the Merger and without any further action on the part of WGS, HTS or the stockholder of WGS or HTS:

i. each one share of WGS Common Stock outstanding immediately prior to the Effective Time shall be changed and converted into one (1) fully paid and nonassessable shares of HTS Common Stock; and

ii. each share of HTS Common Stock outstanding immediately prior to the Effective Time shall be canceled and retired without consideration and resume the status of authorized and unissued shares of HTS Common Stock, and no shares of HTS Common Stock or other securities of HTS shall be issued in respect thereof.

8. Stock Certificates. At the Effective Time, all of the outstanding certificates which prior to that time represented shares of WGS Common Stock shall be deemed for all purposes to evidence ownership of and to represent the shares of HTS Common Stock into which the shares of WGS Common Stock represented by such certificates have been converted as herein provided. The registered owner on the books and records of WGS or its transfer agent of any such outstanding stock certificate shall, until such certificate shall have been surrendered for transfer or otherwise accounted for to HTS or its transfer agent, have and be entitled to exercise any voting and other rights with respect to and to receive any dividend and other distributions upon the shares of HTS Common Stock evidenced by such outstanding certificate as provided above.

9. Options, Warrants and All Other Rights to Purchase Stock. Upon the Effective Time, each outstanding option, warrant or other right to purchase one share of WGS Common Stock shall be converted into and become an option, warrant or right to purchase one (1) share of HTS Common Stock upon the terms and subject to the conditions as set forth in the agreements

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entered into by WGS pertaining to such options, warrants or rights. A number of shares of HTS Common Stock shall be reserved for purposes of such options, warrants and rights equal to the number of shares of HTS Common Stock issuable upon exercise of such options, warrants or rights immediately following the Effective Time. As of the Effective Time, HTS shall assume all obligations of WGS under agreements pertaining to such options, warrants and rights, and the outstanding options, warrants or other rights, or portions thereof, granted pursuant thereto.

10. Governing Documents. The Certificate of Incorporation and Bylaws of HTS in effect at the Effective Time shall continue to be the Certificate of Incorporation and Bylaws of the Surviving Corporation without change or amendment until further amended in accordance with the provisions thereof and applicable laws.

11. Directors and Officers. The directors and officers of HTS immediately prior to the Effective Time be the directors and officers of the Surviving Corporation.

12. Covenants of HTS. HTS covenants and agrees that it will, on or before the Effective Time:

a. Qualify to do business as a foreign corporation in the State of California, and in all other states in which WGS is so qualified and in which the failure to so quality would have a material adverse impact on the business or financial condition of HTS. In connection therewith, HTS has appointed an agent for service of process as required under the provisions of Section 2105 of the California Corporations Code and under applicable provisions of state law in other states in which qualification is required hereunder.

b. File any and all documents with the California Franchise Tax Board necessary to the assumption by HTS of all of the franchise tax liabilities of WGS.

13. Amendment. This Agreement may be amended by the parties hereto any time prior to the Effective Time before or after approval hereof by the stockholder of WGS and HTS, but after such approval, no amendment shall be made that by law requires the further approval of such stockholder without obtaining such approval. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

14. Counterparts. In order to facilitate the filing and recording of this Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of the date first set forth above.

WFI Government Services, Inc.,
a Delaware corporation

/s/ Eric M. DeMarco
By: Eric M. DeMarco, President

High Technology Solutions, Inc.,
a Delaware corporation

/s/ William D. Green
By: William D. Green, President

[SIGNATURE PAGE TO AGREEMENT OF MERGER]

CERTIFICATE OF AMENDMENT

OF THE
AMENDED AND RESTATED CERTIFICATE OF INCORPORATION
OF
HIGH TECHNOLOGY SOLUTIONS, INC

High Technology Solutions, Inc., a corporation organized and existing under the laws of the State of Delaware (the "Corporation"), hereby certifies as follows:

1. Article FIRST of the Corporation's Certificate of Incorporation (the "Certificate of Incorporation") is hereby amended and restated in its entirety to read as follows:

"FIRST: The name of the corporation is:

WFI Government Services, Inc."

2 The foregoing amendment of the Certificate of Incorporation has been duly adopted by the Corporation's Board of Directors and sole stockholder in accordance with the provisions of Sections 242 and 228 of the General Corporation Law of the State of Delaware.

3. This amendment to the Corporation's Certificate of Incorporation shall be effective on and as of the date of filing of this Amended and Restated Certificate of Amendment with the Secretary of State of the State of Delaware.

IN WITNESS WHEREOF, High Technology Solutions, Inc. has caused this Certificate of Amendment to be signed by Alan Stewart, Sr. Vice President, CFO & Secretary, this 9th day of August, 2004.

HIGH TECHNOLOGY SOLUTIONS, INC.

By: /s/ Alan Stewart
Alan Stewart

Title:
Sr. VP, CFO & Secretary

State of Delaware
Secretary of State
Division of Corporations
Delivered 09:39 PM 08/12/2004
FILED 09:19 PM 08/12/2004
SRV 040592941 – 2241561 FILE

CERTIFICATE OF CHANGE OF LOCATION OF REGISTERED OFFICE

AND OF REGISTERED AGENT

OF

WFI GOVERNMENT SERVICES, INC.

It is hereby certified that:

1. The name of the corporation (hereinafter called the "corporation") is:

WFI GOVERNMENT SERVICES, INC.

2. The registered office of the corporation within the State of Delaware is hereby changed to 2711 Centerville Road, Suite 400, City of Wilmington 19808, County of New Castle.

3. The registered agent of the corporation within the State of Delaware is hereby changed to Corporation Service Company, the business office of which is identical with the registered office of the corporation as hereby changed.

4. The corporation has authorized the changes hereinbefore set forth by resolution of its Board of Directors.

Signed on May 2, 2005.

Name: /s/James R. Edwards
Title: Senior Vice President

State of Delaware
Secretary of State
Division of Corporations
Delivered 05:58 PM 05/05/2005
FILED 04:15 PM 05/05/2005
SRV 050367476 — 2241561 FILE

State of Delaware
Secretary of State
Division of Corporations
Delivered 01:33 PM 09/12/2007
FILED 01:19 PM 09/12/2007
SRV 071009334 — 2241561 FILE

STATE OF DELAWARE
CERTIFICATE OF AMENDMENT
OF CERTIFICATE OF INCORPORATION

The corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware does hereby certify:

FIRST: That at a meeting of the Board of Directors of WFI Government Services, Inc., resolutions were duly adopted setting forth a proposed amendment of the Certificate of Incorporation of said corporation, declaring said amendment to be advisable and calling a meeting of the stockholders of said corporation for consideration thereof. The resolution setting for the proposed amendment is as follows:

NOW, **THEREFORE**, **BE IT RESOLVED**, that Article I of the Corporation's Amended and Restated Certificate of Incorporation be, and it hereby is, amended in its entirety to read as follows:

ARTICLE I

The name of the corporation (the "Company") is Kratos Government Solutions, Inc.

SECOND: That thereafter, pursuant to resolution of its Board of Directors, a special meeting of the stockholders of said corporation was duly called and held upon notice in accordance with Section 222 of the General Corporation Law of the State of Delaware at which meeting the necessary number of shares as required by statute were voted in favor of the amendment.

THIRD: That said amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

FOURTH: That the capital of said corporation shall not be reduced under or by reason of said amendment.

IN WITNESS WHEREOF, said corporation has caused this certificate to be signed this 11th day of September, 2007.

By: /s/ Adam Larson
Title: Secretary
Name: Adam Larson

State of Delaware
Secretary of State
Division of Corporations
Delivered 05:45 PM 12/20/2010
FILED 05:29 PM 12/20/2010
SRV 101212596 — 2241561 FILE

STATE OF DELAWARE
CERTIFICATE OF AMENDMENT
OF CERTIFICATE OF INCORPORATION

The corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware does hereby certify:

FIRST: That at a meeting of the Board of Directors of Kratos Government Solutions, Inc. resolutions were duly adopted setting forth a proposed amendment of the Certificate of Incorporation of said corporation, declaring said amendment to be advisable and calling a meeting of the stockholders of said corporation for consideration thereof. The resolution setting forth the proposed amendment is as follows:

RESOLVED, that the Certificate of Incorporation of this corporation be amended by changing the Article thereof numbered "Article I" so that, as amended, said Article shall be and read as follows:

The name of the corporation (the "Company") is Kratos Defense Engineering Solutions, Inc.

SECOND: That thereafter, pursuant to resolution of its Board of Directors, a special meeting of the stockholders of said corporation was duly called and held upon notice in accordance with Section 222 of the General Corporation Law of the State of Delaware at which meeting the necessary number of shares as required by statute were voted in favor of the amendment.

THIRD: That said amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, said corporation has caused this certificate to be signed this 17th day of December, 2010.

By: /s/ Laura L. Siegal
Authorized Officer
Title: VP, Secretary, Controller, Treasurer

Name: Laura L. Siegal
Print or Type

State of Delaware
Secretary of State
Division of Corporations
Delivered 05:30 PM 08/28/2012
FILED 05:18 PM 08/28/2012
SRV 120979611 — 2241561 FILE

STATE OF DELAWARE
CERTIFICATE OF AMENDMENT
OF CERTIFICATE OF INCORPORATION

The corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware does hereby certify:

FIRST: That at a meeting of the Board of Directors of Kratos Defense Engineering Solutions, Inc. resolutions were duly adopted setting forth a proposed amendment of the Certificate of Incorporation of said corporation, declaring said amendment to be advisable and calling a meeting of the stockholders of said corporation for consideration thereof. The resolution setting forth the proposed amendment is as follows:

RESOLVED, that the Certificate of Incorporation of this corporation be amended by changing the Article thereof numbered "1st" so that, as amended, said Article shall be and read as follows:

The corporations name shall be changed to Kratos Defense & Rocket Support Services, Inc.

SECOND: That thereafter, pursuant to resolution of its Board of Directors, a special meeting of the stockholders of said corporation was duly called and held upon notice in accordance with Section 222 of the General Corporation Law of the State of Delaware at which meeting the necessary number of shares as required by statute were voted in favor of the amendment.

THIRD: That said amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, said corporation has caused this certificate to be signed this 28th day of August, 2012.

By: /s/ Michael W. Fink
Authorized Officer
Title: Vice President Contracts

Name: Michael W. Fink
Print of Type

BYLAWS OF
WFI GOVERNMENT SERVICES, INC.

ARTICLE I
STOCKHOLDERS

1.1 Place of Meetings. All meetings of stockholders shall be held at such place within or without the State of Delaware as may be designated from time to time by the Board of Directors or the President and Chief Executive Officer.

1.2 Annual Meeting. The annual meeting of stockholders for the election of directors and for the transaction of such other business as may properly be brought before the meeting shall be held on a date to be fixed by the Board of Directors at the time and place to be fixed by the Board of Directors and stated in the notice of the meeting.

1.3 Special Meetings. Special meetings of stockholders may be called at any time by the Board of Directors, the Chairman of the Board or the President or the holders of record of not less than 10% of all shares entitled to cast votes at the meeting, for any purpose or purposes prescribed in the notice of the meeting and shall be held at such place, on such date and at such time as the Board may fix. Business transacted at any special meeting of stockholders shall be confined to the purpose or purposes stated in the notice of meeting.

1.4 Notice of Meetings. Written notice of each meeting of stockholders, whether annual or special, shall be given not less than 10 nor more than 60 days before the date on which the meeting is to be held, to each stockholder entitled to vote at such meeting, except as otherwise provided herein or as required by law (meaning here and hereafter, as required from time to time by the Delaware General Corporation Law or the Certificate of Incorporation). The notices of all meetings shall state the place, date and hour of the meeting. The notice of a special meeting shall state, in addition, the purpose or purposes for which the meeting is called. If mailed, notice is given when deposited in the United States mail, postage prepaid, directed to the stockholder at his address as it appears on the records of the corporation.

1.5 Voting List. The officer who has charge of the stock ledger of the corporation shall prepare, at least 10 days before each meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least 10 days prior to the meeting, at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time of the meeting, and may be inspected by any stockholder who is present. This list shall determine the identity of the stockholders entitled to vote at the meeting and the number of shares held by each of them.

1.6 Quorum. Except as otherwise provided by law or these Bylaws, the holders of a majority of the shares of the capital stock of the corporation entitled to vote at the meeting, present in person or represented by proxy, shall constitute a quorum for the transaction of business. If a quorum shall fail to attend any meeting, the chairman of the meeting or the holders of a majority of the shares of stock entitled to vote who are present, in person or by proxy, may adjourn the meeting to another place, date or time.

If a notice of any adjourned special meeting of stockholders is sent to all stockholders entitled to vote thereat, stating that it will be held with those present constituting a quorum, then except as otherwise required by law, those present at such adjourned meeting shall constitute a quorum, and all matters shall be determined by a majority of the votes cast at such meeting.

1.7 Adjournments. Any meeting of stockholders may be adjourned to any other time and to any other place at which a meeting of stockholders may be held under these Bylaws by the Chairman of the meeting or, in the absence of such person, by any officer entitled to preside at or to act as Secretary of such meeting, or by the holders of a majority of the shares of stock present or represented at the meeting and entitled to vote, although less than a quorum. When a meeting is adjourned to another place, date or time, written notice need not be given of the adjourned meeting if the place, date and time thereof are announced at the meeting at which the adjournment is taken; provided, however, that if the date of any adjourned meeting is more than 30 days after the date for which the meeting was originally noticed, or if a new record date is fixed for the adjourned meeting, written notice of the place, date, and time of the adjourned meeting shall be given in conformity herewith. At the adjourned meeting, the corporation may transact any business which might have been transacted at the original meeting.

1.8 Voting and Proxies. Each stockholder shall have one vote for each share of stock entitled to vote held of record by such stockholder and a proportionate vote for each fractional share so held, unless otherwise provided by law or in the Certificate of Incorporation. Each stockholder of record entitled to vote at a meeting of stockholders may vote in person or may authorize any other person or persons to vote or act for him by written proxy executed by the stockholder or his authorized agent or by a transmission permitted by law and delivered to the Secretary of the corporation. No stockholder may authorize more than one proxy for his shares. Any copy, facsimile transmission or other reliable reproduction of the writing or transmission created pursuant to this Section may be substituted or used in lieu of the original writing or transmission for any and all purposes for which the original writing or transmission could be used, provided that such copy, facsimile transmission or other reproduction shall be a complete reproduction of the entire original writing or transmission.

1.9 Action at Meeting. When a quorum is present at any meeting, any election shall be determined by a plurality of the votes cast by the stockholders entitled to vote at the election, and all other matters shall be determined by a majority of the votes cast affirmatively or negatively on the matter (or if there are two or more classes of stock entitled to vote as separate classes, then in the case of each such class, a majority of each such class present or represented and voting affirmatively or negatively on the matter) shall decide such matter, except when a different vote is required by express provision of law, the Certificate of Incorporation or these Bylaws.

All voting, including on the election of directors, but excepting where otherwise required by law, may be by a voice vote; provided, however, that upon demand therefor by a stockholder entitled to vote or his or her proxy, a stock vote shall be taken. Every stock vote shall be taken by ballot, each of which shall state the name of the stockholder or proxy voting and such other information as may be required under the procedure established for the meeting. Every vote taken by ballot shall be counted by an inspector or inspectors appointed by the chairman of the meeting. The corporation may, and to the extent required by law, shall, in

advance of any meeting of stockholders, appoint one or more inspectors to act at the meeting and make a written report thereof. The corporation may designate one or more persons as an alternate inspector to replace any inspector who fails to act. If no inspector or alternate is able to act at a meeting of stockholders, the person presiding at the meeting may, and to the extent required by law, shall, appoint one or more inspectors to act at the meeting. Each inspector, before entering upon the discharge of his duties, shall take and sign an oath to faithfully execute the duties of inspector with strict impartiality and according to the best of his or her ability.

1.10 Stockholder Action Without Meeting. Any action which may be taken at any annual or special meeting of stockholders may be taken without a meeting and without prior notice, if a consent in writing, setting forth the actions so taken, is signed by the holders of outstanding shares having not less than the minimum number of votes which would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. All such consents shall be filed with the Secretary of the corporation and shall be maintained in the corporate records. Prompt notice of the taking of a corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

An electronic transmission consenting to an action to be taken and transmitted by a stockholder, or by a proxy holder or other person authorized to act for a stockholder, shall be deemed to be written, signed and dated for the purpose of this Section 1.10, provided that such electronic transmission sets forth or is delivered with information from which the corporation can determine (i) that the electronic transmission was transmitted by the stockholder or by a person authorized to act for the stockholder and (ii) the date on which such stockholder or authorized person transmitted such electronic transmission. The date on which such electronic transmission is transmitted shall be deemed to be the date on which such consent was signed. No consent given by electronic transmission shall be deemed to have been delivered until such consent is reproduced in paper form and until such paper form shall be delivered to the corporation by delivery to its principal place of business or an officer or agent of the corporation having custody of the books in which proceedings of meetings of stockholders are recorded.

1.11 Meetings by Remote Communication. If authorized by the Board of Directors, and subject to such guidelines and procedures as the Board may adopt, stockholders and proxy holders not physically present at a meeting of stockholders may, by means of remote communication, participate in the meeting and be deemed present in person and vote at the meeting, whether such meeting is to be held at a designated place or solely by means of remote communication, provided that (i) the corporation shall implement reasonable measures to verify that each person deemed present and permitted to vote at the meeting by means of remote communication is a stockholder or proxy holder, (ii) the corporation shall implement reasonable measures to provide such stockholders and proxy holders a reasonable opportunity to participate

in the meeting and to vote on matters submitted to the stockholders, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with such proceedings, and (iii) if any stockholder or proxy holder votes or takes other action at the meeting by means of remote communication, a record of such vote or other action shall be maintained by the corporation.

ARTICLE II
BOARD OF DIRECTORS

2.1 General Powers. The business and affairs of the corporation shall be managed by or under the direction of a Board of Directors, who may exercise all of the powers of the corporation except as otherwise provided by law or the Certificate of Incorporation. In the event of a vacancy in the Board of Directors, the remaining directors, except as otherwise provided by law, may exercise the powers of the full Board until the vacancy is filled.

2.2 Number and Term of Office. The number of directors shall initially be three (3) and, thereafter, shall be fixed from time to time exclusively by the Board of Directors pursuant to a resolution adopted by a majority of the total number of authorized directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board for adoption). All directors shall hold office until the expiration of the term for which elected and until their respective successors are elected, except in the case of the death, resignation or removal of any director.

2.3 Vacancies and Newly Created Directorships. Subject to the rights of the holders of any series of Preferred Stock then outstanding, newly created directorships resulting from any increase in the authorized number of directors or any vacancies in the Board of Directors resulting from death, resignation, retirement, disqualification or other cause (other than removal from office by a vote of the stockholders) may be filled only by a majority vote of the directors then in office, though less than a quorum, or by the sole remaining director, and directors so chosen shall hold office for a term expiring at the next annual meeting of stockholders. No decrease in the number of directors constituting the Board of Directors shall shorten the term of any incumbent director.

2.4 Resignation. Any director may resign by delivering notice in writing or by electronic transmission to the President, Chairman of the Board or Secretary. Such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event.

2.5 Removal. Subject to the rights of the holders of any series of Preferred Stock then outstanding, any directors, or the entire Board of Directors, may be removed from office at any time, with or without cause, by the affirmative vote of the holders of a majority of the voting power of all of the outstanding shares of capital stock entitled to vote generally in the election of directors, voting together as a single class. Vacancies in the Board of Directors resulting from such removal may be filled by a majority of the directors then in office, though less than a quorum, by the sole remaining director, or by the stockholders at the next annual meeting or at a special meeting called in accordance with Section 1.3 above. Directors so chosen shall hold office until the next annual meeting of stockholders.

2.6 Regular Meetings. Regular meetings of the Board of Directors may be held without notice at such time and place, either within or without the State of Delaware, as shall be determined from time to time by the Board of Directors; provided that any director who is absent when such a determination is made shall be given notice of the determination. A regular meeting of the Board of Directors may be held without notice immediately after and at the same place as the annual meeting of stockholders.

2.7 Special Meetings. Special meetings of the Board of Directors may be called by the Chairman of the Board, the President or two or more directors and may be held at any time and place, within or without the State of Delaware.

2.8 Notice of Special Meetings. Notice of any special meeting of directors shall be given to each director by the Secretary or by the officer or one of the directors calling the meeting. Notice shall be duly given to each director by (i) giving notice to such director in person or by telephone, electronic transmission or voice message system at least 24 hours in advance of the meeting, (ii) sending a facsimile, or delivering written notice by hand, to his last known business or

home address at least 24 hours in advance of the meeting, or (iii) mailing written notice to his last known business or home address at least three days in advance of the meeting. A notice or waiver of notice of a meeting of the Board of Directors need not specify the purposes of the meeting. Unless otherwise indicated in the notice thereof, any and all business may be transacted at a special meeting.

2.9 Participation in Meetings by Telephone Conference Calls or Other Methods of Communication. Directors or any members of any committee designated by the directors may participate in a meeting of the Board of Directors or such committee by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and participation by such means shall constitute presence in person at such meeting.

2.10 Quorum. A majority of the total number of authorized directors shall constitute a quorum at any meeting of the Board of Directors. In the event one or more of the directors shall be disqualified to vote at any meeting, then the required quorum shall be reduced by one for each such director so disqualified; provided, however, that in no case shall less than 1/3 of the number so fixed constitute a quorum. In the absence of a quorum at any such meeting, a majority of the directors present may adjourn the meeting from time to time without further notice other than announcement at the meeting, until a quorum shall be present. Interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or at a meeting of a committee which authorizes a particular contract or transaction.

2.11 Action at Meeting. At any meeting of the Board of Directors at which a quorum is present, the vote of a majority of those present shall be sufficient to take any action, unless a different vote is specified by law, the Certificate of Incorporation or these Bylaws.

2.12 Action by Written Consent. Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee of the Board of Directors may be taken without a meeting if all members of the Board or committee, as the case may be, consent to the action in writing or by electronic transmission, and the writings or electronic transmissions are filed with the minutes of proceedings of the Board or committee. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

2.13 Committees. The Board of Directors may designate one or more committees, each committee to consist of one or more of the directors of the corporation, with such lawfully delegated powers and duties as it therefor confers, to serve at the pleasure of the Board. The Board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of a committee, the member or members of the committee present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member. Any such committee, to the extent provided in the resolution of the Board of Directors and subject to the provisions of the Delaware General Corporation Law, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the corporation and may authorize the seal of the corporation to be affixed to all papers which may require it. Each such committee shall keep minutes and make such reports as the Board of Directors may from time to time request. Except as the Board of Directors may otherwise determine, any committee may make rules for the conduct of its business, but unless otherwise provided by such rules, its business shall be conducted as nearly as possible in the same manner as is provided in these Bylaws for the Board of Directors.

2.14 Compensation of Directors. Directors may be paid such compensation for their services and such reimbursement for expenses of attendance at meetings as the Board of Directors may from time to time determine. No such payment shall preclude any director from serving the corporation or any of its parent or subsidiary corporations in any other capacity and receiving compensation for such service.

2.15 Nomination of Director Candidates. Subject to the rights of holders of any class or series of Preferred Stock then outstanding, nominations for the election of Directors may be made by (i) the Board of Directors or a duly authorized committee thereof or (ii) any stockholder entitled to vote in the election of Directors.

ARTICLE III
OFFICERS

3.1 Enumeration. The officers of the corporation shall consist of a Chief Executive Officer, a President, a Secretary, a Chief Financial Officer, a Treasurer and such other officers with such other titles as the Board of Directors shall determine, including, at the discretion of the Board of Directors, a Chairman of the Board and one or more Vice Presidents and Assistant Secretaries. The Board of Directors may appoint such other officers as it may deem appropriate.

3.2 Election. Officers shall be elected annually by the Board of Directors at its first meeting following the annual meeting of stockholders. Officers may be appointed by the Board of Directors at any other meeting.

3.3 Qualification. No officer need be a stockholder. Any two or more offices may be held by the same person.

3.4 Tenure. Except as otherwise provided by law, by the Certificate of Incorporation or by these Bylaws, each officer shall hold office until his successor is elected and qualified, unless a different term is specified in the vote appointing him, or until his earlier death, resignation or removal.

3.5 Resignation and Removal. Any officer may resign by delivering his written resignation to the corporation at its principal office or to the President or Secretary. Such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event. Any officer elected by the Board of Directors may be removed at any time, with or without cause, by the Board of Directors.

3.6 Chairman of the Board. The Board of Directors may appoint a Chairman of the Board. If the Board of Directors appoints a Chairman of the Board, he shall perform such duties and possess such powers as are assigned to him by the Board of Directors. Unless otherwise provided by the Board of Directors, he shall preside at all meetings of the stockholders, and, if he is a director, at all meetings of the Board of Directors.

3.7 President. The President shall, subject to the direction of the Board of Directors, have responsibility for the general management and control of the business and affairs of the corporation and shall perform all duties and have all powers which are commonly incident to the office of President or which are delegated to him or her by the Board of Directors. Unless otherwise designated by the Board of Directors, the President shall be the Chief Executive Officer of the

corporation. The President shall, in the absence of or because of the inability to act of the Chairman of the Board, perform all duties of the Chairman of the Board and preside at all meetings of the Board of Directors and of stockholders. The President shall perform such other duties and shall have such other powers as the Board of Directors may from time to time prescribe. He or she shall have power to sign stock certificates, contracts and other instruments of the corporation which are authorized and shall have general supervision and direction of all of the other officers, employees and agents of the corporation, other than the Chairman of the Board.

3.8 Vice Presidents. Any Vice President shall perform such duties and possess such powers as the Board of Directors or the President may from time to time prescribe. In the event of the absence, inability or refusal to act of the President, the Vice President (or if there shall be more than one, the Vice Presidents in the order determined by the Board of Directors) shall perform the duties of the President and when so performing shall have at the powers of and be subject to all the restrictions upon the President. The Board of Directors may assign to any Vice President the title of Executive Vice President, Senior Vice President or any other title selected by the Board of Directors.

3.9 Secretary and Assistant Secretaries. The Secretary shall perform such duties and shall have such powers as the Board of Directors or the President may from time to time prescribe. In addition, the Secretary shall perform such duties and have such powers as are incident to the office of the Secretary, including, without limitation, the duty and power to give notices of all meetings of stockholders and special meetings of the Board of Directors, to keep a record of the proceedings of all meetings of stockholders and the Board of Directors, to maintain a stock ledger and prepare lists of stockholders and their addresses as required, to be custodian of corporate records and the corporate seal and to affix and attest to the same on documents.

Any Assistant Secretary shall perform such duties and possess such powers as the Board of Directors, the Chief Executive Officer, the President or the Secretary may from time to time prescribe. In the event of the absence, inability or refusal to act of the Secretary, the Assistant Secretary (or if there shall be more than one, the Assistant Secretaries in the order determined by the Board of Directors) shall perform the duties and exercise the powers of the Secretary.

In the absence of the Secretary or any Assistant Secretary at any meeting of stockholders or directors, the person presiding at the meeting shall designate a temporary secretary to keep a record of the meeting.

3.10 Chief Financial Officer. Unless otherwise designated by the Board of Directors, the Chief Financial Officer shall be the Treasurer. The Chief Financial Officer shall perform such duties and shall have such powers as may from time to time be assigned to him by the Board of Directors, the Chief Executive Officer or the President. In addition, the Chief Financial Officer shall perform such duties and have such powers as are incident to the office of chief financial officer, including without limitation, the duty and power to keep and be responsible for all funds and securities of the corporation, to maintain the financial records of the corporation, to deposit funds of the corporation in depositories as authorized, to disburse such funds as authorized, to make proper accounts of such funds, and to render as required by the Board of Directors accounts of all such transactions and of the financial condition of the corporation.

3.11 Salaries. Officers of the corporation shall be entitled to such salaries, compensation or reimbursement as shall be fixed or allowed from time to time by the Board of Directors.

3.12 Delegation of Authority. The Board of Directors may from time to time delegate the powers or duties of any officer to any other officers or agents, notwithstanding any provision hereof.

ARTICLE IV
CAPITAL STOCK

4.1 Issuance of Stock. Unless otherwise voted by the stockholders and subject to the provisions of the Certificate of Incorporation, the whole or any part of any unissued balance of the authorized capital stock of the corporation or the whole or any part of any unissued balance of the authorized capital stock of the corporation held in its treasury may be issued, sold, transferred or otherwise disposed of by vote of the Board of Directors in such manner, for such consideration and on such terms as the Board of Directors may determine.

4.2 Certificates of Stock. Every holder of stock of the corporation shall be entitled to have a certificate, in such form as may be prescribed by law and by the Board of Directors, certifying the number and class of shares owned by him in the corporation. Each such certificate shall be signed by, or in the name of the corporation by, the Chairman or Vice Chairman, if any, of the Board of Directors, or the President or a Vice President, and the Treasurer or an Assistant Treasurer, or the Secretary or an Assistant Secretary of the corporation. Any or all of the signatures on the certificate may be a facsimile.

Each certificate for shares of stock which are subject to any restriction on transfer pursuant to the Certificate of Incorporation, the Bylaws, applicable securities laws or any agreement among any number of shareholders or among such holders and the corporation shall have conspicuously noted on the face or back of the certificate either the full text of the restriction or a statement of the existence of such restriction.

4.3 Transfers. Except as otherwise established by rules and regulations adopted by the Board of Directors, and subject to applicable law, shares of stock may be transferred on the books of the corporation by the surrender to the corporation or its transfer agent of the certificate representing such shares properly endorsed or accompanied by a written assignment or power of attorney properly executed, and with such proof of authority or authenticity of signature as the corporation or its transfer agent may reasonably require. Except as may be otherwise required by law, the Certificate of Incorporation or the Bylaws, the corporation shall be entitled to treat the record holder of stock as shown on its books as the owner of such stock for all purposes, including the payment of dividends and the right to vote with respect to such stock, regardless of any transfer, pledge or other disposition of such stock until the shares have been transferred on the books of the corporation in accordance with the requirements of these Bylaws.

4.4 Lost, Stolen or Destroyed Certificates. The corporation may issue a new certificate of stock in place of any previously issued certificate alleged to have been lost, stolen, or destroyed, upon such terms and conditions as the Board of Directors may prescribe, including the presentation of reasonable evidence of such loss, theft or destruction and the giving of such indemnity as the Board of Directors may require for the protection of the corporation or any transfer agent or registrar.

4.5 Record Date. The Board of Directors may fix in advance a record date for the determination of the stockholders entitled to notice of or to vote at any meeting of stockholders or to express consent (or dissent) to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights in respect of any change, concession or exchange of stock, or for the purpose of any other lawful action. Such record

date shall not be more than 60 nor less than 10 days before the date of such meeting, nor more than 60 days prior to any other action to which such record date relates.

If no record date is fixed, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day before the day on which notice is given, or, if notice is waived, at the close of business on the day before the day on which the meeting is held. The record date for determining stockholders entitled to express consent to corporate action in writing without a meeting when no prior action by the Board of Directors is necessary, shall be the day on which the first written consent is expressed. The record date for determining stockholders for any other purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating to such purpose.

A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

ARTICLE V
GENERAL PROVISIONS

5.1 Fiscal Year. The fiscal year of the corporation shall be as fixed by the Board of Directors.

5.2 Corporate Seal. The corporate seal shall be in such form as shall be approved by the Board of Directors.

5.3 Waiver of Notice. Whenever any notice whatsoever is required to be given by law, by the Certificate of Incorporation or by these Bylaws, a waiver of such notice either in writing signed by the person entitled to such notice or such person's duly authorized attorney, or by electronic transmission or any other method permitted under the Delaware General Corporation Law, whether before, at or after the time stated in such waiver, or the appearance of such person or persons at such meeting in person or by proxy, shall be deemed equivalent to such notice.

5.4 Actions with Respect to Securities of Other Corporations. Except as the Board of Directors may otherwise designate, the Chief Executive Officer or President or any officer of the corporation authorized by the Chief Executive Officer or President shall have the power to vote and otherwise act on behalf of the corporation, in person or proxy, and may waive notice of, and act as, or appoint any person or persons to act as, proxy or attorney-in-fact to this corporation (with or without power of substitution) at any meeting of stockholders or shareholders (or with respect to any action of stockholders) of any other corporation or organization, the securities of which may be held by this corporation and otherwise to exercise any and all rights and powers which this corporation may possess by reason of this corporation's ownership of securities in such other corporation or other organization.

5.5 Evidence of Authority. A certificate by the Secretary, or an Assistant Secretary, or a temporary Secretary, as to any action taken by the stockholders, directors, a committee or any officer or representative of the corporation shall as to all persons who rely on the certificate in good faith be conclusive evidence of such action.

5.6 Certificate of Incorporation. All references in these Bylaws to the Certificate of Incorporation shall be deemed to refer to the Certificate of Incorporation of the corporation, as amended and in effect from time to time.

5.7 Severability. Any determination that any provision of these Bylaws is for any reason inapplicable, illegal or ineffective shall not affect or invalidate any other provision of these Bylaws.

5.8 Pronouns. All pronouns used in these Bylaws shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person or persons may require.

5.9 Notices. Except as otherwise specifically provided herein or required by law, all notices required to be given to any stockholder, director, officer, employee or agent shall be in writing and may in every instance be effectively given by hand delivery to the recipient thereof, by depositing such notice in the mails, postage paid, or by sending such notice by facsimile or other electronic transmission in the manner provided in Section 232 of the Delaware General Corporation Law, or by commercial courier service. Any such notice shall be addressed to such stockholder, director, officer, employee or agent at his or her last known address as the same appears on the books of the corporation. The time when such notice shall be deemed to be given shall be the time such notice is received by such stockholder, director, officer, employee or agent, or by any person accepting such notice on behalf of such person, if delivered by hand, facsimile, other electronic transmission or commercial courier service, or the time such notice is dispatched, if delivered through the mails.

5.10 Reliance Upon Books, Reports and Records. Each director, each member of any committee designated by the Board of Directors, and each officer of the corporation shall, in the performance of his duties, be fully protected in relying in good faith upon the books of account or other records of the corporation, including reports made to the corporation by any of its officers, by an independent certified public accountant, or by an appraiser selected with reasonable care.

5.11 Time Periods. In applying any provision of these Bylaws which require that an act be done or not done a specified number of days prior to an event or that an act be done during a period of a specified number of days prior to an event, calendar days shall be used, the day of the doing of the act shall be excluded, and the day of the event shall be included.

5.12 Facsimile Signatures. In addition to the provisions for use of facsimile signatures elsewhere specifically authorized in these Bylaws, facsimile signatures of any officer or officers of the corporation may be used whenever and as authorized by the Board of Directors or a committee thereof.

5.13 Annual Report. For so long as the corporation has fewer than 100 holders of record of its shares, the mandatory requirement of an annual report under Section 1501 of the California Corporations Code is hereby expressly waived.

ARTICLE VI
AMENDMENTS

6.1 By the Board of Directors. Except as is otherwise set forth in these Bylaws, these Bylaws may be altered, amended or repealed or new Bylaws may be adopted by the affirmative vote of a majority of the directors present at any regular or special meeting of the Board of Directors at which a quorum is present.

6.2 By the Stockholders. Except as otherwise set forth in these Bylaws, these Bylaws may be altered, amended or repealed or new Bylaws may be adopted by the affirmative vote of the holders of at least a majority of the shares of the capital stock of the corporation issued and outstanding and entitled to vote at any annual meeting of stockholders, or at any special meeting of stockholders, provided notice of such alteration, amendment, repeal or adoption of new Bylaws shall have been stated in the notice of such special meeting.

ARTICLE VII
INDEMNIFICATION OF DIRECTORS AND OFFICERS

7.1 Right to Indemnification. 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 ("proceeding"), by reason of the fact that he or she or a person of whom he or she is the legal representative, is or was a director or officer of the corporation or is or was serving at the request of the corporation as a director or officer of another corporation, or as a controlling person of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, 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 said Law permitted the corporation to provide prior to such amendment) against all expenses, liability and loss reasonably incurred or suffered by such person in connection therewith and such indemnification 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; provided, however, that except as provided in Section 7.2 of this Article VII, the corporation shall indemnify any such person seeking indemnity in connection with a proceeding (or part thereof) initiated by such person only if (a) such indemnification is expressly required to be made by law, (b) the proceeding (or part thereof) was authorized by the Board of Directors of the corporation, (c) such indemnification is provided by the corporation, in its sole discretion, pursuant to the powers vested in the corporation under the Delaware General Corporation Law, or (d) the proceeding (or part thereof) is brought to establish or enforce a right to indemnification under an indemnity agreement or any other statute or law or otherwise as required under Section 145 of the Delaware General Corporation Law. The rights hereunder shall be contract rights and shall include the right to be paid expenses incurred in defending any such proceeding

in advance of its final disposition; provided, however, that, unless the Delaware General Corporation Law then so prohibits, the payment of such expenses incurred by a director or officer of the corporation in his or her capacity as a director or officer (and not in any other capacity in which service was or is tendered by such person while a director or officer, including, without limitation, service to an employee benefit plan) in advance of the final disposition of such proceeding, shall be made only upon delivery to the corporation of an undertaking, by or on behalf of such director or officer, to repay all amounts so advanced if it should be determined ultimately that such director or officer is not entitled to be indemnified under this Section or otherwise.

7.2 Right of Claimant to Bring Suit. If a claim under Section 7.1 is not paid in full by the corporation within 90 days after a written claim has been received by the corporation, the claimant may at any time thereafter bring suit against the corporation to recover the unpaid amount of the claim and, if such suit is not frivolous or brought in bad faith, the claimant shall be entitled to be paid also the expense of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any, has been tendered to this corporation) that the claimant has not met the standards of conduct which make it permissible under the Delaware General Corporation Law for the corporation to indemnify the claimant for the amount claimed. Neither the failure of the corporation (including its Board of Directors, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the Delaware General Corporation Law, nor an actual determination by the corporation (including its Board of Directors, independent legal counsel or its stockholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that claimant has not met the applicable standard of conduct.

7.3 Indemnification of Employees and Agents. 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 related expenses, to any employee or agent of the corporation to the fullest extent of the provisions of this Article with respect to the indemnification of and advancement of expenses to directors and officers of the corporation.

7.4 Non-Exclusivitv of Rights. The rights conferred on any person in Sections 7.1 and 7.2 shall not be exclusive of any other right which such persons may have or hereafter acquire under any statute, provision of the Certificate of Incorporation, bylaw, agreement, vote of stockholders or disinterested directors or otherwise.

7.5 Indemnification Contracts. The Board of Directors is authorized to enter into a contract with any director, officer, employee or agent of the corporation, or any person serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, including employee benefit plans, providing for indemnification rights equivalent to or, if the Board of Directors so determines, greater than, those provided for in this Article VII.

7.6 Insurance. The corporation may maintain insurance to the extent reasonably available, at its expense, to protect itself and any such director, officer, employee or agent of the corporation or another corporation, partnership, joint venture, trust or other enterprise against any such 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.

7.7 Effect of Amendment. Any amendment, repeal or modification of any provision of this Article VII by the stockholders and the directors of the corporation shall not adversely affect any right or protection of a director or officer of the corporation existing at the time of such amendment, repeal or

modification.

Delaware
The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "KRATOS NETWORKS, INC." AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF INCORPORATION, FILED THE TWENTY—SEVENTH DAY OF NOVEMBER, A.D. 2001, AT 9 O'CLOCK A.M.

CERTIFICATE OF MERGER, CHANGING ITS NAME FROM "ISI MERGER CORP." TO "NEWPOINT TECHNOLOGIES, INC.", FILED THE THIRTIETH DAY OF JANUARY, A.D. 2002, AT 9 O'CLOCK A.M.

CERTIFICATE OF AMENDMENT, CHANGING ITS NAME FROM "NEWPOINT TECHNOLOGIES, INC." TO "KRATOS NETWORKS, INC.", FILED THE TWENTY-FOURTH DAY OF JANUARY, A.D. 2013, AT 1:49 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID CORPORATION, "KRATOS NETWORKS, INC.".

/s/ Jeffrey W. Bullock
Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 0865481

DATE: 11-04-13

3451973 8100H
131267241

You may verify this certificate online at corp.delaware.gov/authver.shtml

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 11/27/2001
010599063 — 3451973

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

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 01/30/2002
020063780 — 3451973

CERTIFICATE OF MERGER
FOR MERGER OF
NEWPOINT TECHNOLOGIES, INC. (A DELAWARE CORPORATION)
WITH AND INTO
ISI MERGER CORP. (A DELAWARE CORPORATION)

Pursuant to 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 the State of Delaware.

3. At the effective time of the merger described herein, Newpoint shall be merged with and into ISI, 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 are as follows; The Certificate of Incorporation of ISI shall be amended by deleting therefrom Article FIRST in 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

State of Delaware
Secretary of State
Division of Corporations
Delivered 02:02 PM 01/24/2013
FILED 01:49 PM 01/24/2013
SRV 130086139 — 3451973 FILE

STATE OF DELAWARE
CERTIFICATE OF AMENDMENT
OF CERTIFICATE OF INCORPORATION

The corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware does hereby certify:

FIRST: That at a meeting of the Board of Directors of Newpoint Technologies, Inc. resolutions were duly adopted setting forth a proposed amendment of the Certificate of Incorporation of said corporation, declaring said amendment to be advisable and calling a meeting of the stockholders of said corporation for consideration thereof. The resolution setting forth the proposed amendment is as follows:

RESOLVED, that the Certificate of Incorporation of this corporation be amended by changing the Article thereof numbered "Article I" so that, as amended, said Article shall be and read as follows:

1. The name of the corporation is Kratos Networks, Inc.

SECOND: That thereafter, pursuant to resolution of its Board of Directors, a special meeting of the stockholders of said corporation was duly called and held upon notice in accordance with Section 222 of the General Corporation Law of the State of Delaware at which meeting the necessary number of shares as required by statute were voted in favor of the amendment.

THIRD: That said amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, said corporation has caused this certificate to be signed this 18th day of January, 2013.

By: /s/ Deanna Lund
Authorized Officer
Title: CFO & EVP

Name: Deanna Lund
Print or Type

BYLAWS
OF
NEWPOINT TECHNOLOGIES, 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.

CERTIFICATE OF SECRETARY

OF

NEWPOINT TECHNOLOGIES, INC.

I HEREBY CERTIFY that the foregoing is a full, true, and correct copy of the Bylaws of Newpoint Technologies, Inc., a Delaware corporation, as in effect on the date hereof.

Dated: July 27, 2011

/s/ Deborah Butera
Deborah Butera

Delaware
The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "KRATOS UNMANNED SYSTEMS SOLUTIONS, INC. " AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF INCORPORATION, FILED THE ELEVENTH DAY OF JUNE, A.D. 2007, AT 1:16 O'CLOCK P.M.

CERTIFICATE OF AMENDMENT, FILED THE THIRTEENTH DAY OF AUGUST, A.D. 2007, AT 3:44 O'CLOCK P.M.

CERTIFICATE OF AMENDMENT, FILED THE THIRTIETH DAY OF SEPTEMBER, A.D. 2008, AT 9:47 O'CLOCK A.M.

CERTIFICATE OF CHANGE OF REGISTERED AGENT, FILED THE NINETEENTH DAY OF JANUARY, A.D. 2011, AT 11:38 O'CLOCK A.M.

CERTIFICATE OF AMENDMENT, CHANGING ITS NAME FROM "GICHNER HOLDINGS, INC." TO "KRATOS UNMANNED SYSTEMS SOLUTIONS, INC.", FILED THE TWENTY-EIGHTH DAY OF AUGUST, A.D. 2012, AT 5:19 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID CORPORATION, "KRATOS UNMANNED SYSTEMS SOLUTIONS, INC.".

/s/ Jeffrey W. Bullock
Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 0865490

DATE: 11-04-13

4367963 8100H
131267253

you may verify this certificate online
at corp. delaware.gov/authver.shtml

State of Delaware
Secretary of State
Division of Corporations
Delivered 01:41 PM 06/11/2007
FILED 01:16 PM 06/11/2007
SRV 070693447 - 4367963 FILE

CERTIFICATE OF INCORPORATION

OF

GICHNER HOLDINGS, INC.

FIRST: The name of the Corporation is Gichner Holdings, Inc.

SECOND: The address of its registered office in the State of Delaware is No. 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

THIRD: The nature of the business or purposes to be conducted or promoted is: To engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

FOURTH: The number of shares for all classes of stock which the Corporation is authorized to have outstanding is Three Thousand (3,000), all of which shall be Common Shares, $.01 par value.

FIFTH: The name and mailing address of the Incorporator is as follows:

NAME	MAILING ADDRESS
ACFB Incorporated	200 Public Square Suite 2300 Cleveland, Ohio 44114

SIXTH: The Corporation is to have perpetual existence.

SEVENTH: In furtherance and not in limitation of the powers conferred by statute, the board of directors is expressly authorized:

To make, alter or repeal the bylaws of the Corporation.

To authorize and cause to be executed mortgages and liens upon the real property of the Corporation.

To set apart out of any of the funds of the Corporation available for dividends a reserve or reserves for any proper purpose and to abolish any such reserve in the manner in which it was created.

By a majority of the whole board, to designate one or more committees, each committee to consist of one or more of the directors of the Corporation.

When and as authorized by the stockholders in accordance with this Certificate of Incorporation and applicable statutes, to sell, lease or exchange all or substantially all of the property and assets of the Corporation, including its goodwill and its corporate franchises,

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upon such terms and conditions and for such consideration (which may consist, in whole or in part, of money or property, including shares of stock in, and/or other securities of, any other corporation or corporations) as the Corporation's Board of Directors shall deem appropriate and in the best interests of the Corporation.

EIGHTH: Whenever a compromise or arrangement is proposed between this Corporation and its creditors or any class of them and/or between this Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of this Corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for this Corporation under the provisions of Section 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for this Corporation under the provisions of Section 279 of Title 8 of the Delaware Code order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this Corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of this Corporation as consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors and/or on all the stockholders or class of stockholders, of this Corporation, as the case may be, and also on this Corporation.

NINTH: Meetings of stockholders may be held within or without the State of Delaware, as the bylaws may provide. The books of the Corporation may be kept (subject to any provision contained in the statutes) outside the State of Delaware 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. Elections of directors need not be by written ballot unless the bylaws of the Corporation shall so provide.

TENTH: The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

ELEVENTH: No director shall be personally liable to the Corporation or any of its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (1) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (2) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (3) under Section 174 of the Delaware General Corporation Law, or (4) for any transaction from which the director derived an improper personal benefit. If the Delaware General Corporation Law hereafter is amended to authorize the further elimination or limitation of the liability of directors, then the liability of a director of the Corporation, in addition to the limitations on personal liability provided herein, shall be limited to the fullest extent permitted by the amended Delaware General Corporation Law. Any repeal or modification of this Article shall be prospective only, and shall not adversely affect any limitation on the personal liability of a director of the Corporation existing at the time of such repeal or modification.

TWELFTH: A. Each person who was or is made a party to or is threatened to be made a party to or is 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, or a person of whom he or she is the legal representative, 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 or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent or in any other capacity while serving as a director, officer, employee or agent, 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 said 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 or to be paid in settlement) reasonably incurred or suffered by such person in connection therewith and such indemnification shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that, except as provided in subsection B of this Article, the Corporation shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this Article shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that if the Delaware General Corporation Law requires, the payment of such expenses incurred by a director or officer in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such person while a director or officer, including, without limitation, service to an employee benefit plan) in advance of the final disposition of a proceeding shall be made only upon delivery to the Corporation of an undertaking, by or on behalf of such director or officer, to repay all amounts so advanced if it shall ultimately be determined that such director or officer is not entitled to be indemnified under this Article or otherwise. The Corporation may, by action of its Board of Directors, provide indemnification to employees and agents of the Corporation with the same scope and effect as the foregoing indemnification of directors and officers.

B. If a claim under subsection A of this Article is not paid in full by the Corporation within thirty (30) days after a written claim has been received by the Corporation, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any is required, has been tendered to the Corporation) that the claimant has not met the standards of conduct which make it permissible under the Delaware General Corporation Law for the Corporation to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the Corporation, Neither the failure of the Corporation (including its Board of Directors, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in

the Delaware General Corporation Law, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel, or its stockholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

C. The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Article shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of this Certificate of Incorporation, bylaw, agreement, vote of stockholders or disinterested directors or otherwise.

D. The Corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any such 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. As used in this Article, references to "the Corporation" shall include, in addition to the resulting or surviving corporation, any constituent corporation absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, employees and agents, so that any person who is or was a director, officer, employee or agent of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, or other enterprise, shall stand in the same position under the provisions of this Article with respect to the resulting or surviving corporation as he would have with respect to such constituent corporation if its separate existence had continued.

F. If this Article or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Corporation shall nevertheless indemnify each director, officer, employee and agent of the Corporation as to expenses (including attorneys' fees), judgments, fines and amounts paid in settlement with respect to any action, suit or proceeding, whether civil, criminal, administrative or investigative, including a grand jury proceeding and an action by the Corporation, to the fullest extent permitted by any applicable portion of this Article that shall not have been invalidated or by any other applicable law.

THE UNDERSIGNED, being the Incorporator hereinabove named, for the purpose of forming a corporation pursuant to the General Corporation Law of the State of Delaware, do make this certificate, hereby declaring and certifying that this is its act and deed and the facts herein stated are true, and accordingly have hereunto set its hand this 11th day of June, 2007.

ACFB INCORPORATED
Incorporator

By: /s/ Lorrie Piotrowski
Lorrie Piotrowski, Assistant Secretary

State of Delaware
Secretary of State
Division of Corporations
Delivered 03:48 PM 08/13/2007
FILED 03:44 PM 08/13/2007
SRV 070916320 - 4367963 FILE

CERTIFICATE OF AMENDMENT
OF THE
CERTIFICATE OF INCORPORATION
OF
GICHNER HOLDINGS, INC.

Gichner Holdings, Inc., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "Corporation"), originally incorporated on June 11,2007,

DOES HEREBY CERTIFY:

FIRST: That in lieu of a meeting in accordance with the provisions of Section 141 of the General Corporation Law of the State of Delaware, the Board of Directors of the Corporation have given written consent to a resolution proposing and declaring advisable the following amendment to the Certificate of Incorporation of said Corporation:

RESOLVED, that the Certificate of Incorporation of Gichner Holdings, Inc. be amended by amending and restating Article FOURTH thereof in its entirety so that, as amended and restated, said Article shall be and read as follows:

FOURTH: A. General Authorization. The number of shares of all classes of stock which the Corporation is authorized to have outstanding is Two Hundred Fifty Thousand (250,000) consisting of:

(i) 239,131 shares designated as Common Stock, $.01 par value per share (the "Common Stock"): and

(ii) 10,869 shares designated as Preferred Stock, $.01 par value per share, of which 10,869 shares shall be designated Series A Preferred Stock (the "Series A Preferred Stock").

B. Series A Preferred Stock.

1. Rank. The Series A Preferred Stock shall, with respect to rights on liquidation, winding up and dissolution, rank (i) senior to both the Common Stock, and to all classes and series of stock of the Company now or hereafter authorized, issued or outstanding which by their terms

expressly provide that they are junior to the Series A Preferred Stock or which do not specify their rank; (ii) on a parity with each other class of capital stock or series of preferred stock issued by the Company after the date hereof the terms of which specifically provide that such class or series will rank on a parity with the Series A Preferred Stock as to distributions upon the liquidation, winding up and dissolution of the Company; and (iii) junior to each other class of capital stock or other series of Preferred Stock issued by the Company after the date hereof the terms of which specifically provide that such class or series will rank senior to the Series A Preferred Stock as to distributions upon the liquidation, winding up and dissolution of the Company.

2. Dividends.

(a) When and as declared by the Company's Board of Directors and to the extent not prohibited by applicable law, the Company shall pay preferential dividends in cash to the holders of record of the then outstanding Series A Preferred Stock as provided in this Section 2. Except as otherwise provided herein, dividends on each share of Series A Preferred Stock shall accrue at the rate of eleven percent (11%) per annum of the Original Issue Price (as defined below) (as appropriately adjusted for any stock dividends, combinations, subdivisions, splits and the like with respect to the Series A Preferred Stock) plus all dividends which have accumulated thereon pursuant to Section 2(b) below (and are then unpaid) from and including the date of issuance of such share of Series A Preferred Stock to and including the first to occur of (i) the date on which the Liquidation Preference is paid to the holder of such share of Series A Preferred Stock pursuant to Section 3(a) below or (ii) the date such share of Series A Preferred Stock is otherwise acquired by the Company. Such dividends shall accrue whether or not they have been declared and whether or not there are profits, surplus or other funds of the Company legally available for the payment of dividends. The date on which the Company initially issues any share of Series A Preferred Stock shall be deemed to be its "date of issuance" regardless of the number of transfers of such share of Series A Preferred Stock made on the stock records maintained by or for the Company and regardless of the number of certificates which may be issued to evidence such share of Series A Preferred Stock. The "Original Issue Price" of a share of the Series A Preferred Stock shall be One Thousand Dollars and No Cents ($1,000.00).

(b) Preferential dividends on outstanding Series A Preferred Stock shall not be paid in cash prior to September 30, 2008. To the extent not paid on March 31, June 30, September 30 and December 31 of each year, beginning September 30, 2007 (the "Dividend Reference Dates"), all dividends which have accrued on each share of Series A Preferred Stock outstanding during the three-month period (or other period in the case of the initial Dividend Reference Date) ending upon each such Dividend Reference Date shall be accumulated and shall remain accumulated dividends with respect to such share of Series A Preferred Stock until paid to the holder thereof.

(c) Except as otherwise provided herein, if at any time the Company pays less than the total amount of dividends then accrued with respect to the shares of Series A Preferred Stock, such payment shall be distributed pro rata among the holders thereof based upon the number of shares held by each such holder.

(d) The Company may, in the Board of Director's discretion, declare and pay dividends or distributions, or make provision for the payment thereof, on any other equity security of the Company, but only if all accrued dividends and distributions on the Series A Preferred Stock have been paid and made in full prior to the date of any such declaration, payment, provision or distribution.

3. Liquidation Rights.

(a) In the event of any liquidation, dissolution or winding up of the affairs of the Company, whether voluntary or involuntary, after payment or provision for payment of the debts and other liabilities and obligations of the Company, each holder of Series A Preferred Stock then outstanding will be entitled to be paid in kind out of the net assets of the Company available for distribution to its stockholders, if any, prior and in preference to any payment or declaration and setting apart for payment of any amount in respect of the Common Stock an amount for each share of Series A Preferred Stock (as presently constituted and as appropriately adjusted for any stock dividends, combinations, subdivisions, splits and the like with respect to the Series A Preferred Stock) held by such holder equal to the Original Issue Price for such share of Series A Preferred Stock (the "Liquidation Preference"). If the assets to be so distributed to the holders of the Series A Preferred Stock are insufficient to permit the payment to such holders of the full Liquidation Preference to which such holders are entitled, then all of the net assets of the Company available for distribution to its stockholders will be distributed *pro rata* among the holders of the Series A Preferred Stock based upon the aggregate Liquidation Preference of the shares of Series A Preferred Stock held by each such holder.

(b) Upon completion and payment in full of the distribution required by subsection 3(a) above, each holder of the Common Stock then outstanding will be entitled to be paid in kind out of the remaining net assets of the Company available for distribution to its stockholders, if any, an amount for each share of the Common Stock (as presently constituted and as appropriately adjusted for any stock dividends, combinations, subdivisions, splits and the like with respect to the Common Stock) held by such holder equal to Ten Dollars ($10.00) for

such share of the Common Stock. If the net assets to be so distributed to the holders of the Common Stock are insufficient to permit such payment to the holders of the Common Stock to which such holders are entitled, then all of the remaining net assets of the Company available for distribution to its stockholders will be distributed *pro rata* based upon the number of shares of the Common Stock held by each such holder (as each is presently constituted and appropriately adjusted for any stock dividends, combinations, subdivisions, splits and the like with respect to the Common Stock).

(c) Upon completion and payment in full of the distributions required by subsections 3(a) and 3(b) above, each holder of the Series A Preferred Stock will be entitled to be paid in kind out of the remaining net assets of the Company available for distribution to stockholders, if any, an amount equal to all accrued and unpaid dividends thereon, whether or not earned or declared, to and including the date of which payment is made to the holder of such share of Series A Preferred Stock with respect to such liquidation, dissolution or winding up. If the net assets to be so distributed to the holders of the Series A Preferred Stock are insufficient to permit such payment to the holders of the Series A Preferred Stock to which such holders are entitled, then all of the remaining net assets of the Company available for distribution to its stockholders will be distributed *pro rata* based upon the number of shares of the Series A Preferred Stock held by each such holder (as each is presently constituted and appropriately adjusted for any stock dividends, combinations, subdivisions, splits and the like with respect to the Series A Preferred Stock).

(d) Upon completion and payment in full of the distributions required by subsections 3(a), 3(b) and 3(c) above, the remaining net assets of the Company available for distribution to stockholders, if any, will be distributed among the holders of the Common Stock *pro rata* based on the number of shares of Common Stock held by each such holder (as each is presently constituted and as appropriately adjusted for any stock dividends, combinations, subdivisions, splits and the like with respect to the Common Stock).

(e) The merger, reorganization or consolidation of the Company into or with another corporation, any purchase of shares of the capital stock of the Company (either through a negotiated stock purchase or a tender for such shares) or other similar transaction or series of related transactions in which fifty percent (50%) or more of the voting power of the Company is disposed of or in which the stockholders of the Company immediately prior to such merger, reorganization, consolidation or sale own less than fifty percent (50%) of the Company's or its successor's voting power immediately thereafter or the sale, lease or conveyance of all or substantially all of the Company's assets in one or a series of transactions, shall be deemed to be a liquidation, dissolution or winding up of the Company.

(f) Written notice of any such liquidation, dissolution or winding up, stating a payment date, the place where such payment will be made, and an estimate of the net value that would be received by each such holder will be given by first class mail, postage prepaid, not less than ten (10) days prior to the payment date stated therein, to each holder of record of the Series A Preferred Stock and the Common Stock at such holder's address as shown in the records of the Company.

4. Voting Rights. The holders of Series A Preferred Stock shall be entitled to notice of any shareholders' meeting in accordance with the regulations of the Company and shall vote with holders of the Common Stock upon all matters submitted to a vote of shareholders, except those matters required by law to be submitted to a class vote. In all cases where the holders of Series A Preferred Stock are to vote or give consent hereunder, the holders of Series A Preferred Stock shall be entitled to ten (10) votes for each share of Series A Preferred Stock held of record on the record date for the vote or written consent of shareholders. Except as otherwise required by law and this Section 4, the Series A Preferred Stock shall have voting rights and powers equal to the voting rights and powers of the Common Stock.

5. Conversion. The holders of the Series A Preferred Stock shall have no right to convert their Series A Preferred Stock into Common Stock.

6. Certain Covenants. Any holder of Series A Preferred Stock may proceed to protect and enforce his, her or its rights and the rights of such holders by any available remedy by proceeding at law or in equity to protect and enforce any such rights, whether for the specific enforcement of any provision in this Certificate of Designation or in aid of the exercise of any power granted herein, or to enforce any other proper remedy.

SECOND: That in lieu of a meeting and vote of the holders of the Corporation's capital stock entitled to vote on such amendment, a majority of the holders of voting shares of the Corporation have given written consent to said amendment in accordance with the provisions of the Corporation's Certificate of Incorporation and Section 228 of the General Corporation Law of the State of Delaware. Written notice of the adoption of the amendment has been given as provided in Section 228 of the General Corporation Law of the State of Delaware.

THIRD: That the aforesaid amendments were duly adopted in accordance with the applicable provisions of Sections 242, 141 and 228 of the Delaware General Corporation Law.

IN WITNESS WHEREOF, said Gichner Holdings, Inc. has caused this Certificate to be signed by Elizabeth A. Burgess, its Vice President, this 13 day of August, 2007.

GICHNER HOLDINGS, INC.

By: /s/ Elizabeth A. Burgess
Elizabeth A. Burgess, Vice President

State of Delaware
Secretary of State
Division of Corporations
Delivered 10:18 AM 09/30/2008
FILED 09:47 AM 09/30/2008
SRV 080997926 – 4367963 FILE

CERTIFICATE OF AMENDMENT
OF THE
CERTIFICATE OF INCORPORATION

OF
GICHNER HOLDINGS, INC,

Gichner Holdings, Inc., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "Corporation"), originally incorporated on June 11,2007,

DOES HEREBY CERTIFY:

FIRST: That in lieu of a meeting in accordance with the provisions of Section 141 of the General Corporation Law of the State of Delaware, the Board of Directors of the Corporation have given written consent to a resolution proposing and declaring advisable the following amendment to the Certificate of Incorporation of said Corporation:

RESOLVED, that the Certificate of Incorporation of Gichner Holdings, Inc. be amended by amending and restating Article FOURTH thereof in its entirety so that, as amended and restated, said Article shall be and read as follows:

FOURTH: A. General Authorization. The number of shares of all classes of stock which the Corporation is authorized to have outstanding is One Million Five Hundred Thousand (1,500,000) consisting of:

(i) 1,009,131 shares designated as Common Stock, $.01 par value per share (the "Common Stock"):

(ii) 490,869 shares designated as Preferred Stock, $.01 par value per share, of which:

(A) 10,869 shares shall be designated "Series A Preferred Stock" (the "Series A Preferred Stock"), and

(B) 480,000 shares shall be designated "Series B Convertible Preferred Stock" (the "Series B Preferred Stock'").

B. Series B Preferred Stock.

1. Rank. The Series B Preferred Stock shall, with respect to rights on liquidation, winding up and dissolution, rank (i) senior to both the Series A Preferred Stock and the Common Stock, and to all classes and series of stock of the Company now or hereafter authorized, issued or outstanding which by their terms expressly provide that they are junior to the Series B Preferred Stock or which do not specify their rank; (ii) on a parity with each other class of capital stock or series of preferred stock issued by the Company after the date hereof the terms of which specifically provide that such class or series will rank on a parity with the Series B Preferred Stock as to distributions upon the liquidation, winding up and dissolution of the Company; and (iii) junior to each other class of capital stock or other series of Preferred Stock issued by the Company after the date hereof the terms of which specifically provide that such class or series will rank senior to the Series B Preferred Stock as to distributions upon the liquidation, winding up and dissolution of the Company.

2. Dividends.

(a) When and as declared by the Company's Board of Directors and to the extent not prohibited by applicable law, the Company shall pay preferential dividends in cash to the holders of record of the then outstanding Series B Preferred Stock as provided in this Section 2. Except as otherwise provided herein, dividends on each share of Series B Preferred Stock shall accrue on a daily basis at the rate of twelve percent (12%) per annum of the Original Issue Price (as defined below) (as appropriately adjusted for any stock dividends, combinations, subdivisions, splits and the like with respect to the Series B Preferred Stock) plus all dividends which have accumulated thereon pursuant to Section 2(b) below (and are then unpaid) from and including the date of issuance of such share of Series B Preferred Stock to and including the first to occur of (i) the date on which the Liquidation Preference is paid to the holder of such share of Series B Preferred Stock pursuant to Section 3(a) below or (ii) the date such share of Series B Preferred Stock is otherwise acquired by the Company. Such dividends shall accrue whether or not they have been declared and whether or not there are profits, surplus or other funds of the Company legally available for the payment of dividends. The date on which the Company initially issues any share of Series B Preferred Stock shall be deemed to be its "Date of Issuance" regardless of the number of transfers of such share of Series B Preferred Stock made on the stock records maintained by or for the Company and regardless of the number of certificates which may be issued to evidence such share of Series B Preferred Stock. The "Series B Original Issue Price" of a share of the Series B Preferred Stock shall be Ten Dollars and No Cents ($10.00).

(b) To the extent not paid annually on December 31 of each year, beginning December 31, 2008 (the "Series B Dividend Reference Date"), all dividends which have accrued on each share of Series B Preferred Stock outstanding during the twelve-month period (or other period in the case of the initial Series B Dividend Reference Date) ending upon each such Series B Dividend Reference Date shall be accumulated and shall remain accumulated dividends with respect to such share of Series B Preferred Stock until paid to the holder thereof.

(c) Except as otherwise provided herein, if at anytime the Company pays less than the total amount of dividends then accrued with respect to the shares of Series B Preferred Stock, such payment shall be distributed pro rata among the holders thereof based upon the number of shares held by each such holder.

(d) The Company may, in the Board of Director's discretion, declare and pay dividends or distributions, or make provision for the payment thereof, on any other equity security of the Company, but only if all accrued dividends and distributions on the Series B Preferred Stock have been paid and made in full prior to the date of any such declaration, payment, provision or distribution.

3. Liquidation Rights.

(a) In the event of any liquidation, dissolution or winding up of the affairs of the Company, whether voluntary or involuntary, after payment or provision for payment of the debts and other liabilities and obligations of the Company, each holder of Series B Preferred Stock then outstanding will be entitled to be paid in kind out of the net assets of the Company available for distribution to its stockholders, if any, prior and in preference to any payment or declaration and setting apart for payment of any amount in respect of the Series A Preferred Stock and the Common Stock, an amount for each share of Series B Preferred Stock (as presently constituted and as appropriately adjusted for any stock dividends, combinations, subdivisions, splits and the like with respect to the Series B Preferred Stock) held by such holder equal to the Series B Original Issue Price for such share of Series B Preferred Stock (the "Series B Liquidation Preference"). If the assets to be so distributed to the holders of the Series B Preferred Stock are insufficient to permit the payment to such holders of the full Series B Liquidation Preference to which such holders are entitled, then all of the net assets of the Company available for distribution to its stockholders will be distributed *pro rata* among the holders of the Series B Preferred Stock based upon the aggregate Liquidation Preference of the shares of Series B Preferred Stock held by each such holder.

(b) Upon completion and payment in full of the distributions required by subsection 3(a) above, each holder of the Series B Preferred Stock will be entitled to be paid in kind out of the remaining net assets of the Company available for distribution to stockholders, if any, an amount equal to all accrued and unpaid dividends thereon, whether or not earned or declared, to and including the date of which payment is made to the holder of such share of Series B Preferred Stock with respect to such liquidation, dissolution or winding up. If the net assets to be so distributed to the holders of the Series B Preferred Stock are insufficient to permit such payment to the holders of the Series B Preferred Stock to which such holders are entitled, then all of the remaining net assets of the Company available for distribution to its stockholders will be distributed *pro rata* based upon the number of shares of the Series B Preferred Stock held by each such holder (as each is presently constituted and appropriately adjusted for any stock dividends, combinations, subdivisions, splits and the like with respect to the Series B Preferred Stock).

(c) Upon completion and payment in full of the distributions required by subsections (a) and (b) above, each holder of Series A Preferred Stock then outstanding will be entitled to be paid in kind out of the net assets of the Company available for distribution to its stockholders, if any, prior and in preference to any payment or declaration and setting apart for payment of any amount in respect of the Common Stock an amount for each share of Series A Preferred Stock (as presently constituted and as appropriately adjusted for any stock dividends, combinations, subdivisions, splits and the like with respect to the Series A Preferred Stock) held by such holder equal to the Series A Original Issue Price (as defined in Section C.2(b) below) for such share of Series A Preferred Stock (the "Series A Liquidation Preference"). If the assets to be so distributed to the holders of the Series A Preferred Stock are insufficient to permit the payment to such holders of the full Series A Liquidation Preference to which such holders are entitled, then all of the remaining net assets of the Company available for distribution to its stockholders will be distributed *pro rata* among the holders of the Series A Preferred Stock based upon the aggregate Series A Liquidation Preference of the shares of Series A Preferred Stock held by each such holder.

(d) Upon completion and payment in full of the distributions required by subsections 3(a), 3(b) and 3(c) above, each holder of the Common Stock then outstanding will be entitled to be paid in kind out of the remaining net assets of the Company available for distribution to its stockholders, if any, an amount for each share of the Common Stock (as presently constituted and as appropriately adjusted for any stock dividends, combinations, subdivisions, splits and the like with respect to the Common Stock) held by such holder equal to Ten Dollars ($10.00) for such share of the Common Stock. If the remaining net assets to be so distributed to the holders of the Common Stock are insufficient to permit such payment to the holders of the Common Stock to which such holders are entitled, then all of the remaining net assets of the Company available

for distribution to its stockholders will be distributed *pro rata* based upon the number of shares of the Common Stock held by each such holder (as each is presently constituted and appropriately adjusted for any stock dividends, combinations, subdivisions, splits and the like with respect to the Common Stock).

(e) Upon completion and payment in full of the distributions required by subsections 3(a), 3(b), 3(c) and 3(d) above, each holder of the Series A Preferred Stock will be entitled to be paid in kind out of the remaining net assets of the Company available for distribution to stockholders, if any, an amount equal to all accrued and unpaid dividends thereon, whether or not earned or declared, to and including the date of which payment is made to the holder of such share of Series A Preferred Stock with respect to such liquidation, dissolution or winding up. If the remaining net assets to be so distributed to the holders of the Series A Preferred Stock are insufficient to permit such payment to the holders of the Series A Preferred Stock to which such holders are entitled, then all of the remaining net assets of the Company available for distribution to its stockholders will be distributed *pro rata* based upon the number of shares of the Series A Preferred Stock held by each such holder (as each is presently constituted and appropriately adjusted for any stock dividends, combinations, subdivisions, splits and the like with respect to the Series A Preferred Stock).

(f) Upon completion and payment in full of the distributions required by subsections 3(a), 3(b), 3(c), 3(d) and 3(e) above, the remaining net assets of the Company available for distribution to stockholders, if any, will be distributed among the holders of the Common Stock *pro rata* based on the number of shares of the Common Stock held by each such holder (as each is presently constituted and as appropriately adjusted for any stock dividends, combinations, subdivisions, splits and the like with respect to the Common Stock).

(g) The merger, reorganization or consolidation of the Company into or with another corporation or other similar transaction or series of related transactions in which fifty percent (50%) or more of the voting power of the Company is disposed of or in which the stockholders of the Company immediately prior to such merger, reorganization or consolidation own less than fifty percent (50%) of the Company's or its successor's voting power immediately thereafter or the sale, lease or conveyance of all or substantially all of the Company's assets in one or a series of transactions, shall be deemed to be a liquidation, dissolution or winding up of the Company.

(h) Written notice of any such liquidation, dissolution or winding up, stating a payment date, the place where such payment will be made, and an estimate of the net value that would be received by each such holder will be given by first class mail, postage prepaid, not less than ten (10) days prior to the payment date stated therein, to each holder of record of the Series B Preferred Stock, the Series A Preferred Stock and the Common Stock at such holder's address as shown in the records of the Company.

4. Voting Rights. The holders of Series B Preferred Stock shall be entitled to notice of any shareholders' meeting in accordance with the regulations of the Company and shall vote with holders of the Common Stock upon all matters submitted to a vote of shareholders, except those matters required by law to be submitted to a class vote. In all cases where the holders of Series B Preferred Stock are to vote or give consent hereunder, the holders of Series B Preferred Stock shall be entitled to one (1) vote for each share of Series B Preferred Stock held of record on the record date for the vote or written consent of shareholders. Except as otherwise required by law and this Section 4, the Series B Preferred Stock shall have voting rights and powers equal to the voting rights and powers of the Common Stock.

5. Conversion. The holders of the Series B Preferred Stock shall have conversion rights as follows (the "Conversion Rights"):

(a) Right to Convert. Each share of Series B Preferred Stock shall be convertible without the payment of any additional consideration by the holder thereof and at the option of the holder thereof, at any time after the Date of Issuance at the office of the Company. Each share of Series B Preferred Stock shall be convertible into the number of validly issued, fully paid and nonassessable shares of the Common Stock which results from dividing the Series B Conversion Price per share (as defined below) into the Series B Conversion Value (as defined below), in each case in effect for the Series B Preferred Stock at the time of conversion. The initial Series B Conversion Price per share of Series B Preferred Stock shall be $10.00. The Series B Conversion Value per share of Series B Preferred Stock shall be the Series B Original Issue Price plus any accrued but unpaid dividends thereon to the date of conversion. The initial Series B Conversion Price of Series B Preferred Stock shall be subject to adjustment from time to time as provided below. The number of shares of the Common Stock into which a share of Series B Preferred Stock is convertible is hereinafter referred to as the "Conversion Rate."

(b) Mechanics of Conversion. Before any holder of Series B Preferred Stock shall be entitled to convert the same into shares of the Common Stock, the holder shall surrender the certificate or certificates therefor, duly endorsed, at the office of the Company and shall give written notice to the Company at that office that the holder elects to convert the same. As soon as practicable thereafter, the Company shall issue and deliver to the holder of Series B Preferred Stock a certificate or certificates for the number of shares of the Common Stock to which the

holder shall be entitled as aforesaid and a certificate representing the number of shares of Series B Preferred Stock that were represented by the certificate or certificates delivered to the Company in connection with the conversion but that were not converted. The conversion shall be deemed to have been made immediately prior to the close of business on the date of the surrender of the shares of Series B Preferred Stock to be converted and the person or persons entitled to receive the shares of the Common Stock issuable upon the conversion shall be treated for all purposes as the record holder or holders of the shares of the Common Stock on the date.

(c) Fractional Shares. In lieu of any fractional shares to which the holder of Series B Preferred Stock would otherwise be entitled, the Company may pay cash equal to that fraction multiplied by the fair market value of one (1) share of the Common Stock as determined by the Board of Directors. Whether or not fractional shares are issuable upon conversion shall be determined on the basis of the total number of shares of Series B Preferred Stock of each holder at the time converting into Common Stock and the number of shares of the Common Stock issuable upon such an aggregate conversion.

(d) Conversion Price Adjustments of Series B Preferred Stock for Certain Dilutive Issuances, Splits, and Combinations. The Conversion Price of the Series B Preferred Stock shall be subject to adjustment from time to time as follows:

(i) If the Company issues, after the Date of Issuance, any capital stock (except Excluded Stock as defined in Section 5(d)(iii)) without consideration or for a consideration per share less than the Series B Conversion Price in effect immediately prior to the issuance of the additional stock, the Series B Conversion Price in effect immediately prior to each issuance shall forthwith (except as otherwise provided in this clause (i)) be adjusted to a price determined by multiplying the then existing Series B Conversion Price by a fraction, the numerator of which shall be the number of shares of the Common Stock outstanding immediately prior to that issuance (not including Excluded Stock) plus the number of shares of the Common Stock which the aggregate consideration received by the Company for that issuance would purchase at that Series B Conversion Price; and the denominator of which shall be the number of shares of the Common Stock outstanding immediately prior to that issuance (not including Excluded Stock) plus the number of shares of additional capital stock so issued.

(ii) For the purposes of any adjustment of the Series B Conversion Price pursuant to clause (i), the following provisions shall apply:

(A) In the case of the issuance of the Common Stock for cash, the consideration shall be deemed to be the amount of cash paid therefor after deducting any discounts, commissions, or other expenses allowed, paid, or incurred by the Company for any underwriting or otherwise in connection with the issuance and sale thereof.

(B) In the case of the issuance of the Common Stock for a consideration in whole or in part other than cash, the consideration other than cash shall be deemed to be the fair value thereof as determined by the Board of Directors; *provided, however,* that if, at the time of the determination, the Common Stock is traded in the over-the-counter market or on a national or regional securities exchange, the fair market value as determined by the Board of

Directors shall not exceed the aggregate "Current Market Price" (as defined below) of the shares of the Common Stock being issued.

(C) In the case of the issuance (whether before, on or after the applicable purchase date) of (i) options to purchase or rights to subscribe for Common Stock (other than Excluded Stock), (ii) securities by their terms convertible into or exchangeable for Common Stock (other than Excluded Stock), or (iii) options to purchase or rights to subscribe for such convertible or exchangeable securities (other than Excluded Stock):

(1) the aggregate maximum number of shares of the Common Stock deliverable upon exercise of the options to purchase or rights to subscribe for Common Stock (assuming the satisfaction of any conditions to exercisability, including without limitation, the passage of time, but without taking into account potential antidilution adjustments) shall be deemed to have been issued at the time the options or rights were issued and for a consideration equal to the consideration (determined in the manner provided in subdivisions (A) and (B) above), if any, received by the Company upon the issuance of the options or rights plus the minimum purchase price provided in the options or rights for the Common Stock covered thereby;

(2) the aggregate maximum number of shares of the Common Stock deliverable upon conversion of or in exchange for (assuming the satisfaction of any conditions to convertibility or exchangeability, including, without limitation, the passage of time, but without taking into account potential antidilution adjustments) any convertible or exchangeable securities, or upon the exercise of options to purchase or rights to subscribe for convertible or exchangeable securities and subsequent conversion or exchange thereof, shall be deemed to have been issued at the time the securities were issued or the options or rights were issued and for a consideration equal to the consideration received by the Company for any securities and related options or rights (excluding any cash received on account of accrued interest or accrued dividends), plus the additional consideration, if any, to be received by the Company upon the conversion or exchange of securities or the exercise of any related options or rights (the consideration in each case to be determined in the manner provided in subdivisions (A) and (B) above);

(3) in the event of any change in the number of shares of the Common Stock deliverable upon exercise of any options or rights or conversion of or exchange for convertible or exchangeable securities, or in the event of any change in the minimum purchase price of the options, rights or securities, including, but not limited to, a change resulting from the antidilution provisions of the options, rights or securities, the Conversion Price of the Series B Preferred Stock shall forthwith be readjusted to the Conversion Price that would have resulted if the adjustment made upon (x) the issuance of options, rights or securities not exercised, converted or exchanged prior to the change, as the case may be, had been made upon the basis of that change, or (y) the issuance of options or rights related to the securities not converted or exchanged prior to the such change, as the case may be, had been made upon the basis of that change;

(4) in case any option is issued in connection with the issue or sale of other securities of the Company, together comprising one integrated transaction in which no specific consideration is allocated to the option by the parties thereto, the option will be deemed to have been issued for no consideration; and

(5) on the expiration of any options or rights, the termination of any rights to convert or exchange or the expiration of any options or rights related to convertible or exchangeable securities, the Series B Conversion Price shall forthwith be readjusted to the Series B Conversion Price that would have resulted if the adjustment made upon the issuance of the options, rights, convertible or exchangeable securities or options or rights related to such convertible or exchangeable securities, as the case may be, had been made upon the basis of the issuance of only the number of shares of the Common Stock actually issued upon the exercise of the options or rights, upon the conversion or exchange of convertible or exchangeable securities or upon the exercise of the options or rights related to the convertible or exchangeable securities, as the case may be; and

(6) no readjustment pursuant to clause (3) or (5) above shall have the effect of increasing the Series B Conversion Price to an amount that exceeds the lower of (i) the Series B Conversion Price on the original adjustment date, or (ii) the Series B Conversion Price that would have resulted from any issuance or deemed issuance of shares of the Common Stock between the original adjustment date and the readjustment date.

(D) Nothing contained in subsections (e)(ii)(C)(3), (4), (5) and (6) immediately above shall have the effect of increasing or decreasing the number of shares of the Common Stock issued upon any conversion of the Series B Preferred Stock into Common Stock prior to the effective date of any event described therein.

(E) Except for adjustments made pursuant to subsection (e)(v) below, notwithstanding any other provision herein to the contrary, no adjustment to the Conversion Price pursuant to subsection (e)(i) above shall have the effect of increasing the then current Series B Conversion Price.

(iii) "Excluded Stock" shall mean:

(A) all shares of the Common Stock and the Series A Preferred Stock issued and outstanding on the date this document is filed with the Secretary of State for the State of Delaware;

(B) all shares of the Common Stock into which the shares of the Series B Preferred Stock are convertible; and

(C) up to 14,700 shares of the Common Stock or other securities convertible into or exercisable for Common Stock and issuable to officers, directors, consultants, or employees of the Company pursuant to a stock option or other stock incentive plan or arrangement approved by the Board of Directors.

(iv) If the number of shares of the Common Stock outstanding at any time after the date hereof is increased by a stock dividend payable in shares of the Common Stock or by a subdivision or split-up of shares of the Common Stock, then, on the date the payment is made or the change is effective, the Series B Conversion Price shall be appropriately decreased so that the number of shares of the Common Stock issuable on conversion of any shares of Series B Preferred Stock shall be increased in proportion to the increase of outstanding shares.

(v) If the number of shares of the Common Stock outstanding at any time after the date hereof is decreased by a combination of the outstanding shares of the Common Stock, then, on the effective date of that combination, the Series B Conversion Price shall be appropriately increased so that the number of shares of the Common Stock issuable on conversion of any shares of Series B Preferred Stock shall be decreased in proportion to the decrease in outstanding shares.

(vi) If at any time after the date hereof, there is any capital reorganization, any reclassification of the stock of the Company (other than as a result of a stock dividend or subdivision, split-up or combination of shares), a consolidation or merger of the Company with or into another corporation (other than a consolidation or merger in which the Company is the continuing entity and which does not result in any change in the Common Stock), or of the sale or other disposition of all or substantially all the properties and assets or capital stock of the Company, the shares of Series B Preferred Stock shall, after the reorganization,

reclassification, consolidation, merger, sale or other disposition, be convertible into the kind and number of shares of stock or other securities or property of the Company or otherwise to which each holder would have been entitled if immediately prior to the reorganization, reclassification, consolidation, merger, sale or other disposition he had converted his, hers or its shares of Series B Preferred Stock into Common Stock. The provisions of this subsection (vi) shall similarly apply to successive reorganizations, reclassifications, consolidations, mergers, sales or other dispositions.

(vii) All calculations under this Section 5 shall be made to the nearest cent or to the nearest one hundredth (1/100) of a share, as the case may be.

(viii) For the purpose of any computation pursuant to this subsection (e), the "Current Market Price" of one share of the Common Stock at any date shall be deemed to be the average of the highest reported bid and the lowest reported offer prices on the preceding business day as furnished by the National Quotation Bureau, Incorporated (or equivalent recognized source of quotations) *provided, however,* that if the Common Stock is not traded in such a manner that the quotations referred to in this clause (viii) are available for the period required hereunder, Current Market Price shall be determined in good faith by the Board of Directors, but if challenged by the holders of more than 60% of the outstanding shares of Series B Preferred Stock, then as determined by an independent appraiser selected by the Board and acceptable to the holders of at least a majority of the outstanding shares of Series B Preferred Stock, the cost of the appraisal to be borne by the Company.

(e) Minimal Adjustments. No adjustment in the Series B Conversion Price of Series B Preferred Stock need be made if that adjustment would result in a change in the Conversion Price of less than $0.01. Any adjustment of less than $0.01 that is not made shall be carried forward and shall be made at the time of and together with any subsequent adjustment that, on a cumulative basis, amounts to an adjustment of $0.01 or more in the Series B Conversion Price.

(f) No Impairment. The Company will not avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Company through any reorganization, recapitalization, transfer of assets consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, but will at all times in good faith assist in carrying out all the provisions of this Section 5 and in the taking of all such action as may be necessary or appropriate in order to

protect the conversion rights of the holders of Series B Preferred Stock against impairment. The Company will not close its books against the transfer of Series B Preferred Stock or of the Common Stock issued or issuable upon conversion of Series B Preferred Stock in any manner that interferes with the timely conversion of Series B Preferred Stock.

(g) Certificate as to Adjustments. Upon the occurrence of each adjustment or readjustment of the Conversion Rate pursuant to this Section 5, the Company at its expense shall promptly compute the adjustment or readjustment in accordance with the terms hereof and prepare and furnish to each holder of Series B Preferred Stock a certificate setting forth the adjustment or readjustment and showing in detail the facts upon which the adjustment or readjustment is based. The Company shall, upon written request at any time of any holder of Series B Preferred Stock, furnish or cause to be furnished to the holder a like certificate setting forth (i) the adjustments and readjustments, (ii) the Conversion Rate in effect at the time, and (iii) the number of shares of the Common Stock and the amount, if any, of other property that at the time would be received upon the, conversion of the holder's shares of Series B Preferred Stock.

(h) Notices of Record Date. In the event of any taking by the Company of a record of the holders of any class of securities for the purpose of determining the holders thereof who are entitled to receive any dividend (other than a cash dividend) or other distribution, any right to subscribe for, purchase or otherwise acquire any shares of stock of any class or any other securities or property or to receive any other right, the Company shall mail to each holder of Series B Preferred Stock at least ten days prior to that record date, a notice specifying the date on which any such record is to be taken for the purpose of the dividend or distribution or right, and the amount and character of the dividend, distribution or right.

(i) Reservation of Stock Issuable Upon Conversion. The Company shall at all times reserve and keep available out of its authorized but unissued shares of the Common Stock solely for the purpose of effecting the conversion of the shares of Series B Preferred Stock that number of its shares of the Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding shares of Series B Preferred Stock; and if at any time the number of authorized but unissued shares of the Common Stock shall not be sufficient to effect the conversion of all then outstanding shares of Series B Preferred Stock, the Company will take such corporate action as may, in the opinion of its counsel be necessary to increase its authorized but unissued shares of the Common Stock to that number of shares as shall be sufficient for that purpose.

(j) Notices. Any notice required by the provisions of this Section 5 to be given to the holders of shares of Series B Preferred Stock shall be deemed given if deposited in the United States mail, postage prepaid, and addressed to each holder of record at his, her, or its address appearing on the books of the Company.

(k) Reissuance of Converted Shares. No shares of Series B Preferred Stock that have been converted into Common Stock after the Date of Issuance shall ever again be reissued, sold or transferred and all shares so converted shall upon that conversion cease to be a part of the authorized shares of the Company and the number of shares of Series B Preferred Stock authorized shall be reduced by the number of shares so converted.

(l) Certain Events. If any event occurs of the type contemplated but not expressly provided for by the provisions of this Section 5, then the Board of Directors will make an appropriate adjustment in the Series B Conversion Price to protect the rights of the holders thereof. Nevertheless, no adjustment will act to increase the Conversion Price for the Series B Preferred Stock as otherwise determined pursuant to this Section 5 or decrease the number of shares of the Common Stock issuable upon conversion of each share of Series B Preferred Stock.

6. Redemption.

(a) Mandatory Redemption. The Corporation shall have the right to redeem all or any portion of the outstanding shares of the Series B Preferred Stock.

(b) Redemption Price. The redemption price (the “Redemption Price”) will be equal to the Series B Original Issue Price per share plus the sum of accrued and unpaid dividends thereon (including an amount equal to a prorated dividend from the last dividend payment date immediately prior to the redemption date).

(c) Procedure for Redemption. The Corporation shall give all holders of Series B Preferred Stock (ten) 10 days prior notice of the date of a redemption. Any date upon which a redemption actually occurs in accordance with this Section 6 will be referred to as a “Redemption Date.” Any holder of Series B Preferred Stock may elect to convert such Series B Preferred Stock into Common Stock prior to the Redemption Date pursuant to Section 5 above.

(d) Dividends After Redemption Date. From and after the Redemption Date, no shares of Series B Preferred Stock subject to redemption will be entitled to any further dividends pursuant to Section 3 hereof.

(e) Surrender of Certificates. Upon the occurrence of the Redemption Date, each holder of shares of Series B Preferred Stock to be redeemed shall surrender the certificate or certificates representing such shares to the Corporation, duly assigned or endorsed for transfer (or accompanied by duly executed stock powers relating thereto), or shall deliver an affidavit with respect to lost certificates at the principal executive office of the Corporation or the office of the transfer agent, if any, for the Series B Preferred Stock, or such office or agent as may from time to time be designated by notice to the holders of Series B Preferred Stock, and each surrendered certificate will be canceled and retired, and the Company shall pay the applicable Redemption Price in respect thereof by certified check or wire transfer.

(f) Reacquired Shares. Shares of Series B Preferred Stock that have been issued and reacquired in any manner, including shares reacquired by purchase or redemption, shall (upon compliance with any applicable provisions of the laws of the State of Delaware) have the status of authorized and unissued shares of the class of Preferred Stock undesignated as to series and may be redesignated and reissued as part of any series of Preferred Stock other than the Series B Preferred Stock.

7. Certain Covenants. Any holder of Series B Preferred Stock may proceed to protect and enforce his, her or its rights and the rights of such holders by any available remedy by proceeding at law or in equity to protect and enforce any such rights, whether for the specific enforcement of any provision in this Certificate of Incorporation or in aid of the exercise of any power granted herein, or to enforce any other proper remedy.

C. Series A Preferred Stock.

1. Rank. The Series A Preferred Stock shall, with respect to rights on liquidation, winding up and dissolution, rank (i) senior to both the Common Stock and to all classes and series of stock of the Company now or hereafter authorized, issued or outstanding which by their terms expressly provide that they are junior to the Series A Preferred Stock or which do not specify their rank; (ii) on a parity with each other class of capital stock or series of preferred stock issued by the Company after the date hereof the terms of which specifically provide that such class or series will rank on a parity with the Series A Preferred Stock as to distributions upon the liquidation, winding up and dissolution of the Company; and (iii) junior to each other class of capital stock or other series of Preferred Stock issued by the Company after the date hereof the terms of which specifically provide that such class or series will rank senior to the Series A Preferred Stock as to distributions upon the liquidation, winding up and dissolution of the Company.

2. Dividends.

(a) When and as declared by the Company's Board of Directors and to the extent not prohibited by applicable law, the Company shall pay preferential dividends in cash to the holders of record of the then outstanding Series A Preferred Stock as provided in this Section 2. Except as otherwise provided herein, dividends on each share of Series A Preferred Stock shall accrue at the rate of eleven percent (11%) per annum of the Series A Original Issue Price (as defined below) (as appropriately adjusted for any stock dividends, combinations, subdivisions, splits and the like with respect to the Series A Preferred Stock) plus all dividends which have accumulated thereon pursuant to Section 2(b) below (and are then unpaid) from and including the date of issuance of such share of Series A Preferred Stock to and including the first to occur of (i) the date on which the Liquidation Preference is paid to the holder of such share of Series A Preferred Stock pursuant to Section 3(a) below or (ii) the date such share of Series A Preferred Stock is otherwise acquired by the Company. Such dividends shall accrue whether or not they have been declared and whether or not there are profits, surplus or other funds of the Company legally available for the payment of dividends. The date on which the Company initially issues any share of Series A Preferred Stock shall be deemed to be its "Date of Issuance" regardless of the number of transfers of such share of Series A Preferred Stock made on the stock records maintained by or for the Company and regardless of the number of certificates which may be issued to evidence such share of Series A Preferred Stock. The "Series A Original Issue Price" of a share of the Series A Preferred Stock shall be One Thousand Dollars and No Cents ($1,000.00).

(b) To the extent not paid on March 31, June 30, September 30 and December 31 of each year, beginning September 30, 2008 (the "Series A Dividend Reference Dates"), all dividends which have accrued on each share of Series A Preferred Stock outstanding during the three-month period (or other period in the case of the initial Series A Dividend Reference Date) ending upon each such Series A Dividend Reference Date shall be accumulated and shall remain accumulated dividends with respect to such share of Series A Preferred Stock until paid to the holder thereof.

(c) Except as otherwise provided herein, if at anytime the Company pays less than the total amount of dividends then accrued with respect to the shares of Series A Preferred Stock, such payment shall be distributed pro rata among the holders thereof based upon the number of shares held by each such holder.

(d) The Company may, in the Board of Director's discretion, declare and pay dividends or distributions, or make provision for the payment thereof, on any other equity security of the Company, but only, in the case of dividends on any equity security of the Company other than the Series B Preferred Stock, if all accrued dividends and distributions on the Series A Preferred Stock have been paid and made in full prior to the date of any such declaration, payment, provision or distribution.

3. Liquidation Rights. The rights of each holder of Series A Preferred Stock in the event of any liquidation, dissolution or winding up of the affairs of the Company, whichever voluntary or involuntary, after provision for payment of the debts and other liabilities and obligations of the Company, are as set forth in this Section A.3 of Article FOURTH above.

4. Voting Rights. The holders of Series A Preferred Stock shall be entitled to notice of any shareholders' meeting in accordance with the regulations of the Company and shall vote with holders of the Common Stock upon all matters submitted to a vote of shareholders, except those matters required by law to be submitted to a class vote. In all cases where the holders of Series A Preferred Stock are to vote or give consent hereunder, the holders of Series A Preferred Stock shall be entitled to ten (10) votes for each share of Series A Preferred Stock held of record on the record date for the vote or written consent of shareholders. Except as otherwise required by law and this Section 4, the Series A Preferred Stock shall have voting rights and powers equal to the voting rights and powers of the Common Stock.

5. Conversion. The holders of the Series A Preferred Stock shall have no right to convert their Series A Preferred Stock to Common Stock.

6. Certain Covenants. Any holder of Series A Preferred Stock may proceed to protect and enforce his, her or its rights and the rights of such holders by any available remedy by proceeding at law or in equity to protect and enforce any such rights, whether for the specific enforcement of any provision in this Certificate of Designation or in aid of the exercise of any power granted herein, or to enforce any other proper remedy.

SECOND: That the aforesaid amendments were duly adopted in accordance with the applicable provisions of Sections 242, 141 and 228 of the Delaware General Company Law.

IN WITNESS WHEREOF, said Gichner Holdings, Inc. has caused this Certificate to be signed by Elizabeth A. Burgess, its Vice President, this 30th day of September, 2008.

GICHNER HOLDINGS, INC.

By: /s/ Elizabeth A. Burgess
Elizabeth A. Burgess, Vice President

State of Delaware
Secretary of State
Division of Corporations
Delivered 12:00 PM 01/19/2011
FILED 11:38 AM 01/19/2011

SRV 110055563 - 4367963 FILE

CERTIFICATE OF CHANGE OF LOCATION OF REGISTERED OFFICE
AND OF REGISTERED AGENT

GICHNER HOLDINGS, INC.

It is hereby certified that:

1. The name of the corporation (hereinafter called the "corporation") is:

GICHNER HOLDINGS, INC.

2. The registered office of the corporation within the State of Delaware is hereby changed to 2711 Centerville Road, Suite 400, City of Wilmington 19808, County of New Castle.

3. The registered agent of the corporation within the State of Delaware is hereby changed to Corporation Service Company, the business office of which is identical with the registered office of the corporation as hereby changed.

4. The corporation has authorized the changes hereinbefore set forth by resolution of its Board of Directors.

Executed on 01/18/2011

/s/ Deborah S. Butera
Name: Deborah S. Butera
Title: Secretary

State of Delaware
Secretary of State
Division of Corporations
Delivered 05:30 PM 08/28/2012
FILED 05:19 PM 08/28/2012
SRV 120979627 - 4367963 FILE

STATE OF DELAWARE
CERTIFICATE OF AMENDMENT
OF CERTIFICATE OF INCORPORATION

The corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware does hereby certify:

FIRST: That at a meeting of the Board of Directors of Gichner Holdings, Inc. resolutions were duly adopted setting forth a proposed amendment of the Certificate of Incorporation of said corporation, declaring said amendment to be advisable and calling a meeting of the stockholders of said corporation for consideration thereof. The resolution setting forth the proposed amendment is as follows:

RESOLVED, that the Certificate of Incorporation of this corporation be amended by changing the Article thereof numbered "1st" so that, as amended, said Article shall be and read as follows:

The corporations name shall be changed to Kratos Unmanned Systems Solutions, Inc.

SECOND: That thereafter, pursuant to resolution of its Board of Directors, a special meeting of the stockholders of said corporation was duly called and held upon notice in accordance with Section 222 of the General Corporation Law of the State of Delaware at which meeting the necessary number of shares as required by statute were voted in favor of the amendment.

THIRD: That said amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, said corporation has caused this certificate to be signed this 28th day of August , 2012.

By: /s/ Michael W. Fink
Authorized Officer
Title: Vice President Contracts

Name: Michael W. Fink
Print or Type

BY-LAWS

OF

GICHNER HOLDINGS, INC.

ARTICLE I

STOCKHOLDERS

Section 1. Place of Stockholders' Meetings. All meetings of the stockholders of the Corporation shall be held at such place or places, within or outside the State of Delaware, as may be fixed by the Board of Directors from time to time or as shall be specified in the respective notices thereof.

Section 2. Date, Hour and Purpose of Annual Meetings of Stockholders. Annual Meetings of Stockholders, commencing with the year 2008, shall be held on such day and at such time as the Directors may determine from time to time by resolution, at which meeting the stockholders shall elect, by a plurality of the votes cast at such election, a Board of Directors, and transact such other business as may properly be brought before the meeting. If for any reason a Board of Directors shall not be elected at the Annual Meeting of Stockholders, or if it appears that such Annual Meeting is not held on such date as may be fixed by the Directors in accordance with the provisions of the By-laws, then in either such event the Directors shall cause the election to be held as soon thereafter as convenient.

Section 3. Special Meetings of Stockholders. Special meetings of the stockholders entitled to vote may be called by the Chairman of the Board, if any, the Vice Chairman of the Board, if any, the President or any Vice President, the Secretary or by the Board of Directors, and shall be called by any of the foregoing at the request in writing of stockholders owning a majority in amount of the entire capital stock of the Corporation issued and outstanding and entitled to vote. Such request shall state the purpose or purposes of the meeting.

Section 4. Notice of Meetings of Stockholders. Except as otherwise expressly required or permitted by the laws of Delaware, not less than ten days nor more than sixty days before the date of every stockholders' meeting, the Secretary shall give to each stockholder of record entitled to vote at such meeting written notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called. Such notice, if mailed, shall be deemed to be given when deposited in the United States mail, with postage thereon prepaid, addressed to the stockholder at the post office address for notices to such stockholder as it appears on the records of the Corporation.

Without limiting the manner by which notice may otherwise be given to stockholders, any notice given to stockholders by the Corporation for any purpose shall be effective if given by way of an electronic transmission (e.g., facsimile or e-mail) consented to by the stockholder to whom notice is given.

An Affidavit of the Secretary or an Assistant Secretary or of a transfer agent of the Corporation that the notice has been given shall, in the absence of fraud, be prima facie evidence of the facts stated therein.

Section 5. Quorum of Stockholders.

(a) Unless otherwise provided by the laws of Delaware, at any meeting of the stockholders the presence in person or by proxy of stockholders entitled to cast a majority of the votes thereat shall constitute a quorum.

(b) At any meeting of the stockholders at which a quorum shall be present, a majority of those present in person or by proxy may adjourn the meeting from time to time without notice other than announcement at the meeting. In the absence of a quorum, the officer presiding thereat shall have power to adjourn the meeting from time to time until a quorum shall be present. Notice of any adjourned meeting other than announcement at the meeting shall not be required to be given, except as provided in paragraph (d) below and except where expressly required by law.

(c) At any adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting originally called, but only those stockholders entitled to vote at the meeting as originally noticed shall be entitled to vote at any adjournment or adjournments thereof, unless a new record date is fixed by the Board of Directors.

(d) If an adjournment is for more than thirty days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the adjourned meeting.

Section 6. Chairman and Secretary of Meeting. The Chairman, or in his absence, the Vice Chairman, or in his absence, the President, or in his absence, any Vice President, shall preside at meetings of the stockholders. The Secretary shall act as secretary of the meeting, or in his absence an Assistant Secretary shall act, or if neither is present, then the presiding officer shall appoint a person to act as secretary of the meeting.

Section 7. Voting by Stockholders. Except as may be otherwise provided by the Certificate of Incorporation or by these By-laws, at every meeting of the stockholders each stockholder shall be entitled to one vote for each share of stock standing in his name on the books of the Corporation on the record date for the meeting. All elections and questions shall be decided by the vote of a majority in interest of the stockholders present in person or represented by proxy and entitled to vote at the meeting, except as otherwise permitted or required by the laws of Delaware, the Certificate of Incorporation or these By-laws.

Section 8. Proxies. Any stockholder entitled to vote at any meeting of stockholders may vote either in person or by his attorney-in-fact. Every proxy shall be in writing, subscribed by the stockholder or his duly authorized attorney-in-fact, but need not be dated, sealed, witnessed or acknowledged.

Section 9. List of Stockholders.

(a) At least ten days before every meeting of stockholders, the Secretary shall prepare or cause to be prepared a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order and showing the address of each stockholder and the number of shares registered in the name of each stockholder.

(b) For a period of at least ten days prior to the meeting, such list shall be open to examination by any stockholder for any purpose germane to the meeting, either (i) on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of the meeting, or (ii) during ordinary business hours, at the principal place of business of the Corporation. In the event that the Corporation determines to make the list available on an electronic network, the Corporation may take reasonable steps to ensure that such information is available only to stockholders of the Corporation.

(c) If the meeting is to be held at a place, the list shall also be produced and kept at the time and place of the meeting during the whole time of the meeting, and it may be inspected by any stockholder who is present. If the meeting is to be held solely by means of remote communication, then the list shall also be open to the examination of any stockholder during the whole time of the meeting on a reasonably accessible electronic network, and the information required to access such list shall be provided with the notice of the meeting.

(d) The stock ledger shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by this Section or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

ARTICLE II

DIRECTORS

Section 1. Powers of Directors. The property, business and affairs of the Corporation shall be managed by its Board of Directors, which may exercise all the powers of the Corporation except such as are by the laws of Delaware or the Certificate of Incorporation or these By-laws required to be exercised or done by the stockholders.

Section 2. Number, Method of Election, Terms of Office of Directors. The number of Directors which shall constitute the whole Board of Directors shall be such as from time to time shall be determined by resolution of the Board of Directors, but the number shall not be less than one provided that the tenure of a Director shall not be affected by any decrease in the number of Directors so made by the Board. Each Director shall hold office until his successor is elected and qualified, provided however that a Director may resign at any time.

Section 3. Vacancies on Board of Directors.

(a) Any Director may resign his office at any time by delivering his resignation in writing to the Chairman or the President or the Secretary. It will take effect at the time specified therein, or if no time is specified, it will be effective at the time of its receipt by the Corporation. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

(b) Any vacancy or newly created Directorship resulting from any increase in the authorized number of Directors may be filled by vote of a majority of the Directors then in office, though less than a quorum, and any Director so chosen shall hold office until the next annual election of Directors by the stockholders and until his successor is duly elected and qualified, or until his earlier resignation or removal.

Section 4. Meetings of the Board of Directors.

(a) The Board of Directors may hold their meetings, both regular and special, either within or outside the State of Delaware.

(b) Regular meetings of the Board of Directors may be held without notice at such time and place as shall from time to time be determined by resolution of the Board of Directors.

(c) The first meeting of each newly elected Board of Directors except the initial Board of Directors shall be held as soon as practicable after the Annual Meeting of the stockholders for the election of officers and the transaction of such other business as may come before it.

(d) Special meetings of the Board of Directors shall be held whenever called by direction of the Chairman or the President or at the request of Directors constituting one-third of the number of Directors then in office, but not less than two Directors.

(e) The Secretary shall give notice to each Director of any meeting of the Board of Directors by mailing the same at least two days before the meeting or by telegraphing or delivering the same not later than the day before the meeting. Such notice need not include a statement of the business to be transacted at, or the purpose of, any such meeting. Any and all business may be transacted at any meeting of the Board of Directors. No notice of any adjourned meeting need be given. No notice to or waiver by any Director shall be required with respect to any meeting at which the Director is present.

Section 5. Quorum and Action. A majority of the entire Board of Directors shall constitute a quorum for the transaction of business; but if there shall be less than a quorum at any meeting of the Board, a majority of those present may adjourn the meeting from time to time. Unless otherwise provided by the laws of Delaware, the Certificate of Incorporation or these By-laws, the act of a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board of Directors.

Section 6. Presiding Officer and Secretary of Meeting. The Chairman or, in his absence, a member of the Board of Directors selected by the members present, shall preside at meetings of the Board. The Secretary shall act as secretary of the meeting, but in his absence the presiding officers shall appoint a secretary of the meeting.

Section 7. Action by Consent Without Meeting. Any action required or permitted to be taken at any meeting of the Board of Directors or of 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 the writing or writings are filed with the records of the Board or committee.

Section 8. Executive Committee. The Board of Directors may appoint from among its members and from time to time may fill vacancies in an Executive Committee to serve during the pleasure of the Board. The Executive Committee shall consist of three members, or such greater number of members as the Board of Directors may by resolution from time to time fix. One of such members shall be the Chairman of the Board and another shall be the Vice Chairman of the Board, who shall be the presiding officer of the Committee. During the intervals between the meetings of the Board, the Executive Committee shall possess and may exercise all of the powers of the Board in the management of the business and affairs of the Corporation conferred by these By-laws or otherwise. The Committee shall keep a record of all its proceedings and report the same to the Board. A majority of the members of the Committee shall constitute a quorum. The act of a majority of the members of the Committee present at any meeting at which a quorum is present shall be the act of the Committee.

Section 9. Other Committees. The Board of Directors may also appoint from among its members such other committees of two or more Directors as it may from time to time deem desirable, and may delegate to such committees such powers of the Board as it may consider appropriate.

Section 10. Compensation of Directors. Directors shall receive such reasonable compensation for their service on the Board of Directors or any committees thereof, whether in the form of salary or a fixed fee for attendance at meetings, or both, with expenses, if any, as the Board of Directors may from time to time determine. Nothing herein contained shall be construed to preclude any Director from serving in any other capacity and receiving compensation therefor.

ARTICLE III

OFFICERS

Section 1. Executive Officers of the Corporation. The executive officers of the Corporation shall be chosen by the Board of Directors and shall be a President, a Secretary and a Treasurer. The Board of Directors also may appoint a Chairman of the Board, a Vice Chairman of the Board, and one or more Vice Presidents, Assistant Secretaries and Assistant Treasurers. Any two offices except those of Chairman of the Board and Vice Chairman of the Board, President and Vice President, or President and Secretary may be filled by the same person. None of the officers need be a member of the Board except the Chairman of the Board and the Vice Chairman of the Board.

Section 2. Choosing of Executive Officers. The Board of Directors at its first meeting after each Annual Meeting of Stockholders shall choose a President, a Secretary and a Treasurer.

Section 3. Additional Officers. The Board of Directors may appoint such other officers and agents as it shall deem necessary, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board.

Section 4. Salaries. The salaries of all officers and agents of the Corporation specially appointed by the Board shall be fixed by the Board of Directors.

Section 5. Term, Removal and Vacancies. The officers of the Corporation shall hold office until their respective successors are chosen and qualify. Any officer elected or appointed by the Board of Directors may be removed at any time by the affirmative vote of a majority of the Board of Directors. Any vacancy occurring in any office of the Corporation by death, resignation, removal or otherwise shall be filled by the Board of Directors.

Section 6. Chairman of the Board. The Chairman of the Board, if any, shall preside at all meetings of the Board of Directors and of the stockholders. He shall be the Chief Executive Officer of the Company, unless the Board has designated the President as the Chief Executive Officer. In the absence or disability of the Chairman of the Board: (a) the Vice Chairman of the Board shall preside at all meetings of the Board of Directors and of the stockholders, and (b) the powers and duties of the Chairman of the Board shall be exercised jointly by the Vice Chairman of the Board and the President until such authority is altered by action of the Board of Directors. The Chairman of the Board shall present to the Annual Meeting of Stockholders a report of the business of the preceding fiscal year.

Section 7. Vice Chairman of the Board. The Vice Chairman of the Board, if any, shall have such powers and perform such duties as are provided in these By-laws or as may be delegated to him by the Chairman of the Board, and shall perform such other duties as may from time to time be assigned to him by the Board of Directors.

Section 8. President. The President shall have such powers and perform such duties as are provided in these By-laws or as may be delegated to him by the Board of Directors or the Chairman of the Board. If there is no Chairman of the Board, the President shall be the Chief Executive Officer of the Corporation and shall have all the duties and responsibilities previously enumerated for the Chairman of the Board. In the absence of the Chairman of the Board and the Vice Chairman of the Board, the President shall preside at all meetings of the stockholders.

Section 9. Powers and Duties of the Chief Executive Officer. The Chief Executive Officer shall have general charge and supervision of the business of the Corporation and shall exercise and perform all the duties incident to the office of the Chief Executive Officer. He shall have direct supervision of the other officers and shall also exercise and perform such powers and duties as may be assigned to him by the Board of Directors.

Section 10. Powers and Duties of Vice Presidents. Any Vice President designated by the Board of Directors shall, in the absence, disability, or inability to act of the President, perform all duties and exercise all the powers of the President and shall perform such other duties as the Board may from time to time prescribe. Each Vice President shall have such other powers and shall perform such other duties as may be assigned to him by the Board.

Section 11. Powers and Duties of Treasurer and Assistant Treasurers.

(a) The Treasurer shall have the care and custody of all the funds and securities of the Corporation except as may be otherwise ordered by the Board of Directors, and shall cause such funds to be deposited to the credit of the Corporation in such banks or depositories as may be designated by the Board of

Directors, the Chairman, the President or the Treasurer, and shall cause such securities to be placed in safekeeping in such manner as may be designated by the Board of Directors, the Chairman, the President or the Treasurer.

(b) The Treasurer, or an Assistant Treasurer, or such other person or persons as may be designated for such purpose by the Board of Directors, the Chairman, the President or the Treasurer, may endorse in the name and on behalf of the Corporation all instruments for the payment of money, bills of lading, warehouse receipts, insurance policies and other commercial documents requiring such endorsement.

(c) The Treasurer, or an Assistant Treasurer, or such other person or persons as may be designated for such purpose by the Board of Directors, the Chairman, the President or the Treasurer, may sign all receipts and vouchers for payments made to the Corporation; he shall render a statement of the cash account of the Corporation to the Board of Directors as often as it shall require the same; he shall enter regularly in books to be kept by him for that purpose full and accurate accounts of all moneys received and paid by him on account of the Corporation and of all securities received and delivered by the Corporation.

(d) Each Assistant Treasurer shall perform such duties as may from time to time be assigned to him by the Treasurer or by the Board of Directors. In the event of the absence of the Treasurer or his incapacity or inability to act, then any Assistant Treasurer may perform any of the duties and may exercise any of the powers of the Treasurer.

Section 12. Powers and Duties of Secretary and Assistant Secretaries.

(a) The Secretary shall attend all meetings of the Board, all meetings of the stockholders, and shall keep the minutes of all proceedings of the stockholders and the Board of Directors in proper books provided for that purpose. The Secretary shall attend to the giving and serving of all notices of the Corporation in accordance with the provisions of the By-laws and as required by the laws of Delaware. The Secretary may, with the President, a Vice President or other authorized officer, sign all contracts and other documents in the name of the Corporation. He shall perform such other duties as may be prescribed in these By-laws or assigned to him and all other acts incident to the position of Secretary.

(b) Each Assistant Secretary shall perform such duties as may from time to time be assigned to him by the Secretary or by the Board of Directors. In the event of the absence of the Secretary or his incapacity or inability to act, then any Assistant Secretary may perform any of the duties and may exercise any of the powers of the Secretary.

(c) In no case shall the Secretary or any Assistant Secretary, without the express authorization and direction of the Board of Directors, have any responsibility for, or any duty or authority with respect to, the withholding or payment of any federal, state or local taxes of the Corporation, or the preparation or filing of any tax return.

ARTICLE IV

CAPITAL STOCK

Section 1. Stock Certificates.

(a) Every holder of stock in the Corporation shall be entitled to have a certificate signed in the name of the Corporation by the Chairman or the President or the Vice Chairman or a Vice President, and by the Treasurer or an Assistant Treasurer or the Secretary or an Assistant Secretary, certifying the number of shares owned by him.

(b) If such a certificate is countersigned by a transfer agent other than the Corporation or its employee, or by a registrar other than the Corporation or its employee, the signatures of the officers of the Corporation may be facsimiles and, if permitted by Delaware law, any other signature on the certificate may be a facsimile.

(c) In case any officer who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer at the date of issue.

(d) Certificates of stock shall be issued in such form not inconsistent with the Certificate of Incorporation as shall be approved by the Board of Directors. They shall be numbered and registered in the order in which they are issued. No certificate shall be issued until fully paid.

Section 2. Record Ownership. A record of the name and address of the holder of each certificate, the number of shares represented thereby, and the date of issue thereof shall be made on the Corporation’s books. The Corporation shall be entitled to treat the holder of record of any share of stock as the holder in fact thereof, and accordingly shall not be bound to recognize any equitable or other claim to or interest in any share on the part of any other person, whether or not it shall have express or other notice thereof, except as required by the laws of Delaware.

Section 3. Transfer of Record Ownership. Transfers of stock shall be made on the books of the Corporation only by direction of the person named in the certificate or his attorney, lawfully constituted in writing, and only upon the surrender of the certificate therefor and a written assignment of the shares evidenced thereby. Whenever any transfer of stock shall be made for collateral security, and not absolutely, it shall be so expressed in the entry of the transfer if, when the certificates are presented to the Corporation for transfer, both the transferor and transferee request the Corporation to do so.

Section 4. Lost, Stolen or Destroyed Certificates. Certificates representing shares of the stock of the Corporation shall be issued in place of any certificate alleged to have been lost, stolen or destroyed in such manner and on such terms and conditions as the Board of Directors from time to time may authorize.

Section 5. Transfer Agent, Registrar, Rules Respecting Certificates. The Corporation shall maintain one or more transfer offices or agencies where stock of the Corporation shall be transferable. The Corporation shall also maintain one or more registry offices where such stock shall be registered. The Board of Directors may make such rules and regulations as it may deem expedient concerning the issue, transfer and registration of stock certificates.

Section 6. Fixing Record Date for Determination of Stockholders of Record. The Board of Directors may fix in advance a date as the record date for the purpose of determining the stockholders entitled to notice of, or to vote at, any meeting of the stockholders or any adjournment thereof, or the stockholders entitled to receive payment of any dividend or other distribution or the allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or to express consent to corporate action in writing without a meeting, or in order to make a determination of the stockholders for the purpose of any other lawful action. Such record date in any case shall not be more than sixty days nor less than ten days before the date of a meeting of the stockholders, nor more than sixty days prior to any other action requiring such determination of the stockholders. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

ARTICLE V

SECURITIES HELD BY THE CORPORATION

Section 1. Voting. Unless the Board of Directors shall otherwise order, the Chairman, the Vice Chairman, the President, any Vice President or the Treasurer shall have full power and authority on behalf of the Corporation to attend, act and vote at any meeting of the stockholders of any corporation in which the Corporation may hold stock and at such meeting to exercise any or all rights and powers incident to the ownership of such stock, and to execute on behalf of the Corporation a proxy or proxies empowering another or others to act as aforesaid. The Board of Directors from time to time may confer like powers upon any other person or persons.

Section 2. General Authorization to Transfer Securities Held by the Corporation.

(a) Any of the following officers, to-wit: the Chairman, the President, any Vice President, the Treasurer or the Secretary of the Corporation shall be and are hereby authorized and empowered to transfer, convert, endorse, sell, assign, set over and deliver any and all shares of stock, bonds, debentures, notes, subscription warrants, stock purchase warrants, evidences of indebtedness, or other securities now or hereafter standing in the name of or owned by the Corporation, and to make, execute and deliver under the seal of the Corporation any and all written instruments of assignment and transfer necessary or proper to effectuate the authority hereby conferred.

(b) Whenever there shall be annexed to any instrument of assignment and transfer executed, pursuant to and in accordance with the foregoing paragraph (a), a certificate of the Secretary or an Assistant Secretary of the Corporation in office at the date of such certificate setting forth the provisions hereof and stating that they are in full force and effect and setting forth the names of persons who are then officers of the Corporation, then all persons to whom such instrument and annexed certificate shall thereafter come shall be entitled, without further inquiry or investigation and regardless of the date of such certificate, to assume and to act in reliance upon the assumption that the shares of stock or other securities named in such instrument were theretofore duly and properly transferred, endorsed, sold, assigned, set over and delivered by the Corporation, and that with respect to such securities the authority of these provisions of the By-laws and of such officers is still in full force and effect.

ARTICLE VI

DIVIDENDS

Section 1. Declaration of Dividends. Dividends upon the capital stock of the Corporation may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property, or in shares of the capital stock, subject to the provisions of the Certificate of Incorporation.

Section 2. Payment and Reserves. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Directors from time to time, in their absolute discretion, think proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the corporation, or for such other purpose as the Directors shall think conducive to the interest of the Corporation, and the directors may modify or abolish any such reserves in the manner in which they were created.

Section 3. Record Date. The Board of Directors may, to the extent provided by law, prescribe a period, in no event in excess of sixty (60) days, prior to the date for payment of any dividend, as a record date for the determination of stockholders entitled to receive payment of any such dividend, and in such case such stockholders and only such stockholders as shall be stockholders of record on said date so fixed shall be entitled to receive payment of such dividend, notwithstanding any transfer of any stock on the books of the Corporation after any such record date fixed as aforesaid.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Signatures of Officers. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate. The signature of any officer upon any of the foregoing instruments may be a facsimile whenever authorized by the Board.

Section 2. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 3. Seal. Upon resolution of the Board of Directors, the Corporation may elect to have a corporate seal. In such event, the corporate seal shall have inscribed thereon the name of the Corporation, the year of its incorporation and the words “Corporate Seal, Delaware”. Said seal may be used for causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

ARTICLE VIII

WAIVER OF OR DISPENSING WITH NOTICE

Whenever any notice of the time, place or purpose of any meeting of the stockholders, Directors or a committee is required to be given under the laws of Delaware, the Certificate of Incorporation or these By-laws, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the holding thereof, or actual attendance at the meeting in person, or in the case of the stockholders, by his attorney-in-fact, shall be deemed equivalent to the giving of such notice to such persons.. No notice need be given to any person with whom communication is made unlawful by any law of the United States or any rule, regulation, proclamation or executive order issued under any such law.

ARTICLE IX

AMENDMENT OF BY-LAWS

These By-laws, or any of them, may from time to time be supplemented, amended or repealed by the Board of Directors, or by the vote of a majority in interest of the stockholders represented and entitled to vote at any meeting at which a quorum is present.

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 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.

STATE OF MARYLAND

I hereby certify that this is a true and complete copy of the 5 page document on file in this office. DATED: 10-15-10.

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION:

By:  , Custodian

This stamp replaces our previous certification system. Effective: 6/95

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 are elected and qualify are 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:

CUST ID: 0001673391
WORK ORDER: 0001116429
DATE: 09-23-2005 02:05 PM
AMT. PAID: $220.00

Consent of Resident Agent

THE UNDERSIGNED, hereby consents to act as resident agent in Maryland for the entity named in the attached instrument.

CSC-Lawyers Incorporating Service Company

By: /s/ Tracy Manganelli
Printed Name: Tracy Manganelli, Authorized
Representative for CSC—Lawyers Incorporating Service Company

CORPORATE CHARTER APPROVAL SHEET
****EXPEDITED SERVICE** ** KEEP WITH DOCUMENT ****

DOCUMENT CODE 02 BUSINESS CODE 03

#


1000361991926506

Close o Stock x Nonstock o

P.A. o Religious o

Merging (Transferor) _____

ID # D10874121 ACK # 1000361991926506
LIBER: B00858 FOLIO: 1622 PAGES: 0005
LUMISTAR, INC.

MAIL BACK

Surviving (Transferee) _____

09/23/2005 AT 02:05 P WO # 0001116429

New Name _____

FEES REMITTED

Base Fee:	100	o	Change of Name
Org. & Cap. Fee:	20	o	Change of Principal Office
Expedite Fee:	70	o	Change of Resident Agent
Penalty:		o	Change of Resident Agent Address
State Recordation Tax:		o	Resignation of Resident Agent
State Transfer Tax:		o	Designation of Resident Agent and Resident Agent's Address
Copy Fee:	25	o	Change of Business Code
Certificate of Status Fee:		o	Adoption of Assumed Name
Personal Property Filings:			
Mail Processing Fee:	5		
Other:		o	Other Change(s)
TOTAL FEES:	220		

1 Certified Copies

Certificates

Credit Card o Check x Cash o

Code 048

Attention:

Documents on Checks

Mail: Name and Address

Approved By: 2

PIPER RUDNICK, LLP
6225 SMITH AVENUE
BALTIMORE MD 21209–3600

Keyed By:

COMMENT(S):

CERTIFIED
COPY MADE

CUST ID: 0001673391
WORK ORDER: 0001116429
DATE: 09-23-2005 02:05 PM
AMT. PAID: $220.00

RESIDENT AGENT'S NOTICE OF CHANGE OF ADDRESS

I certify that I, CSC-Lawyers Incorporating Service Company, am the resident agent of

& NOW YOU KNOW ENTERPRISES, LLC
(Name of Entity)

(See attached list for additional entities)

organized under the laws of _____ (State). My address as resident agent has changed from

11 East Chase Street
Baltimore, MD 21202

to

7 St. Paul Street, Suite 1660
Baltimore, MD 21202

o (CHECK IF APPLICABLE) The old and new addresses of the resident agent are also the old and new addresses of the principal office of this entity in Maryland.

The above named entity has been advised by me in writing of this change.

CSC-Lawyers Incorporating Service Company

Resident Agent

JOHN H. PELLETIER
ASST. VICE PRESIDENT

Mail to: State Department of Assessments & Taxation
301 W. Preston Street
Room 801
Baltimore, MD 21201-2395

CUST ID: 0001876809
WORK ORDER: 0001319847
DATE: 11-20-2006 09:24 AM
AMT. PAID: $60,000.00

STATE OF MARYLAND

I hereby certify that this is a true and complete copy of the 3 page document on file in this office. DATED: 10-15-13.

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION:

By:  , Custodian

This stamp replaces our previous certification system. Effective: 6/95

RUN DATE: 11/28/2006
TIME: 06.27.06

STATE OF MARYLAND
DEPARTMENT OF ASSESSMENTS AND TAXATION
MASS RESIDENT AGENT ADDRESS UPDATE
FOR CSC-LAWYERS INCORPORATING SERVICE COMPANY

PROGRAM: MASRACSC
PAGE 103

DEPT ID.	ENTITY NAME
D02983328	LPN SUB 5, INC.
D03064169	LPN SUB 6, INC.
D03064177	LPN SUB 7, INC.
D03064185	LPN SUB 8, INC.
D03064193	LPN SUB 9, INC.
Z10461242	LR PARKMAY, LLC
W07427933	LRG BROADWAY, LLC
W06634133	LRG, LLC
B07660350	LRVC BUSINESS TRUST
W11589892	LS HOLDINGS LLC
Z11459732	LT PROPCO LLC
D04435699	LTM INDUSTRIES, INC.
F06069637	LUMBER LIQUIDATORS, INC.
F04911129	LUMBERMENS LIPE AGENCY, INC.
D10874121	LUMISTAR, INC.
F06102255	LUPINI CONSTRUCTION, INC.
F10867042	LUTHERAN SENIORLIFE, INC.
F06238240	LVI ENVIRONMENTAL SERVICES, INC.
W06089908	LVM HOLDINGS, LLC
F10525152	LVKH MATCH & JEWELRY USA, INC.
W11589843	LW YOUNG, LLC
F05872676	LYKES INSURANCE, INC.
M01919851	LYNCH COVE ASSOCIATES LIMITED PARTNERSHIP
Z06673578	LYNCH MARTINEZ ARCHITECTS, L.L.C.
Z05199732	LYNCHBURG STEEL COMPANY, LLC
D05349030	LYNGSOE SYSTEMS, INC.
D10441129	LYNN SIGUENZA CORPORATION
F06467559	LYON COLLECTION SERVICES, INC.
F04609764	LYONS COMMERCIAL DATA, INC.
D06346696	M & O HOLDINGS, INC.
W07898034	M & T REALTY INVESTMENTS, LLC
W11257284	M & Z LAWN CARE, LLC
D03101185	M H SYSTEMS, INC.
F04899076	M & K III, INC.
F02040517	M V M. INC.
Z06685721	M. & M. KNOPF AUTO PARTS, L.L.C.
F06243182	M. ARTHUR OENSLER JR. & ASSOCIATES, INC.
F06278212	M.A.C. COSMETICS INC.
W11126455	M.E.T. MERCHANTS, LLC
F10711711	M.J. HECKER AND ASSOCIATES, F.C.
D10904175	M.P. GRABOWSKI INC.
W06127021	M&P CRAIN HIGHWAY LLC
Z10638054	M-CAP INSURANCE AGENCY, LLC
W11403896	M-SYSTEMS & STRATEGIES, LLC
W10369130	M/GA FIELDS ROAD LLC
W10918043	N'BEMBA REAL ESTATE INVESTMENT, LLC
F10345437	NABANAFT, INC.
W05723010	MAC ASSOCIATES, LLC
F05847686	MAC RISK MANAGEMENT, INC.
F11330323	MACANDREWS SOUTH CORPORATION
F04431144	MACDONALD, DETTWILER AND ASSOCIATES CORP.
F07854656	MACDUFF UNDERWRITERS, INC.

CORPORATE CHARTER APPROVAL SHEET
**** KEEP WITH DOCUMENT ****

DOCUMENT CODE 82 BUSINESS CODE

W11297900

1000361993931520

Close o Stock o Nonstock o

P.A. o Religious o

Merging (Transferor) _____

_____

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Surviving (Transferee) _____

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_____

ID # W11297900 ACK # 1000361993931520
LIBER: B01035 FOLIO: 1509 PAGES: 0186
& HOW YOU KNOW ENTERPFRISES, LLC

11/20/2005 AT 09:24 A WO # 0001319847

New Name _____

FEES REMITTED

Base Fee:	25
Org. & Cap. Fee:	
Expedite Fee:	
Penalty:	
State Recordation Tax:	
State Transfer Tax:	
Copy Fee:	
Certificate of Status Fee:	
Personal Property Filings:	
Mail Processing Fee:	
Other:	
TOTAL FEES:	25

_____ Certified Copies

_____ Certificates

o	Change of Name
o	Change of Principal Office
o	Change of Resident Agent
x	Change of Resident Agent Address
o	Resignation of Resident Agent
o	Designation of Resident Agent and Resident Agent's Address
o	Change of Business Code
o	Adoption of Assumed Name
o	Other Change(s)

Credit Card o Check o Cash o

Documents on Checks

Approved By: 012

Keyed By: _____

COMMENT(S):

Code 049

Attention: _____

Mail: Name and Address

CSC-LAWYERS INCORPORATING SERVICE COMPAN
7 ST. PAUL STREET, SUITE 1660
BALTIMORE MD 21202

Stamp Work Order and Customer Number HERE

CUST ID: 0001876809
WORK ORDER: 0001319847
DATE: 11-20-2006 08:24 AM
AMT. PAID: $60,000.00

BYLAWS
OF
LUMISTAR, 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.

CERTIFICATE OF SECRETARY

OF

LUMISTAR, INC.

I HEREBY CERTIFY that the foregoing is a full, true, and correct copy of the Bylaws of Lumistar, Inc., a Maryland corporation, as in effect on the date hereof.

Dated: July 27, 2011

/s/ Deborah Butera
Deborah Butera

Exhibit 3.116

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

CUST ID: 0002588999
WORK ORDER: 0003805579
DATE: 05-12-2011 04:19 PM
AMT. PAID: $404.00

[ILLEGIBLE]

I hereby certify that this is a true and complete copy of the 3 page document on file in this office. DATED: 10-15-13.

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION:

By: _____, Custodian

This stamp replaces our previous certification system. Effective: 6/95

CSC
CORPORATION SERVICE COMPANY™

I hereby consent to my designation in this document as resident agent for this entity.

CSC-Lawyers Incorporating Service Company

SIGNED: _____

Resident Agent

CORPORATE CHARTER APPROVAL SHEET
****EXPEDITED SERVICE** ** KEEP WITH DOCUMENT ****

DOCUMENT CODE 40 BUSINESS CODE

#

1000362001737990

Close o Stock o Nonstock o

P.A. o Religious o

Merging (Transferor)

ID # W14113732 ACK # 1000362001737990
PAGES: 0003
IRIS ACQUISITION SUB LLC

Surviving (Transferee)

05/12/2011 AT 04:19 P WO # 0003805579

New Name

FEES REMITTED

	Base Fee:	100	o Change of Name
	Org. & Cap. Fee:		o Change of Principal Office
	Expedite Fee:	20	o Change of Resident Agent
	Penalty:		o Change of Resident Agent Address
	State Recordation Tax:		o Resignation of Resident Agent
	State Transfer Tax:		o Designation of Resident Agent and Resident Agent's Address
1	Certified Copies		
	Copy Fee:	22	o Change of Business Code
	Certificates		
	Certificate of Status Fee:		o Adoption of Assumed Name
	Personal Property Filings:		
	Mail Processing Fee:		
	Other:		o Other Change(s)
	TOTAL FEES:	192	

Credit Card o Check x Cash o

Documents on Checks

Approved By:

Keyed By:

COMMENT(S):

CERTIFIED
COPY MADE

Code 063

Attention: Andrea Cohen

VENABLE LLP
SUITE 900
750 E PRATT ST
BALTIMORE MD 21202-3142

CUST ID: 0002588999
WORK ORDER: 0003805579
DATE: 05-12-2011 04:19 PM
AMT. PAID: $404.00

ARTICLES OF MERGER

OF

INTEGRAL SYSTEMS, INC.
(a Maryland corporation)

WITH AND INTO

IRIS ACQUISITION SUB LLC
(a Maryland limited liability company)

THIS IS TO CERTIFY THAT:

FIRST: Integral Systems, Inc., a Maryland corporation (the "Merging Corporation"), and IRIS Acquisition Sub LLC, a Maryland limited liability company (the "Surviving Company"), agree to effect a merger of the Merging Corporation with and into the Surviving Company, upon the terms and conditions herein set forth (the "Merger").

SECOND: The Surviving Company is a Maryland limited liability company and is the company to survive the Merger. The principal office of the Surviving Company in this State is located in Baltimore City.

THIRD: The Merging Corporation is a Maryland corporation. The principal office of the Merging Corporation in this State is located in Howard County. The Merging Corporation owns no interest in land in the State of Maryland.

FOURTH: The terms and conditions of the transaction set forth in these Articles of Merger were advised, authorized and approved by the Surviving Company in the manner and by the vote required by the laws of the State of Maryland and its Operating Agreement as follows: pursuant to the Surviving Company's Operating Agreement, dated May 12, 2011, the Merger was approved by the consent of the Surviving Company's sole member.

FIFTH: The terms and conditions of the transaction set forth 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: the Board of Directors of the Merging Corporation adopted resolutions by unanimous written consent which declared that the transaction set forth in these Articles of Merger is advisable and directed that the transaction be submitted for consideration by the sole stockholder of the Merging Corporation. The Merger was approved by the sole stockholder of the Merging Corporation by written consent.

SIXTH: The Surviving Company has one class of membership interest, representing 100% of the total percentage of membership interests in the Surviving Company.

CUST ID: 0002682417
WORK ORDER: 0003898997
DATE: 12-15-2011 12:37 PM
AMT. PAID: $193.00

[ILLEGIBLE]

I hereby certify that this is a true and complete copy of the 4 page document on file in this office. DATED 10-15-13.

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION:

BY:  , Custodian

This Stamp replaces our previous system. Effective: 6/95

SEVENTH: The total number of shares of all classes of stock that the Merging Corporation has authority to issue is 40,000,000 shares of common stock, all of one class, $0.01 par value per share, for an aggregate par value of $400,000.00.

EIGHTH: At the Effective Time (as defined below), the Merging Corporation shall be merged with and into the Surviving Company and, thereupon, the Surviving Company 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 Company, 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 Company.

NINTH: At the Effective Time, all membership interests of the Surviving Company outstanding immediately prior to the Effective Time shall remain outstanding and constitute the only outstanding membership interests of the Surviving Company.

TENTH: At the Effective Time, all shares of all classes of stock of the Merging Corporation issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, be cancelled and shall cease to exist without any conversion thereof, and no payment or distribution shall be made with respect thereto.

ELEVENTH: Pursuant to the terms of the Merger, the Articles of Organization of the Surviving Company will be amended as a result of the Merger by deleting in its entirety Article FIRST thereof and inserting in lieu thereof the following:

FIRST: The name of the limited liability company (hereinafter referred to as the "Company") is "Kratos Integral Holdings, LLC".

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 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 15th day of December, 2011.

ATTEST:

By: KRATOS DEFENSE & SECURITY SOLUTIONS, INC., its sole member

IRIS ACQUISITION SUB LLC

By: KRATOS DEFENSE & SECURITY SOLUTIONS, INC., its sole member

/s/ Deborah Butera
Name: Deborah Butera
Title: Senior Vice President, General Counsel and Secretary/Registered In-House Counsel

By: /s/ Laura Siegal
Name: Laura Siegal
Title: Vice President, Corporate Controller and Treasurer

ATTEST:

INTEGRAL SYSTEMS, INC.

/s/ Deborah Butera
Name: Deborah Butera
Title: Secretary

By: /s/ Laura Siegal
Name: Laura Siegal
Title: Vice President, Corporate Controller and Treasurer

[Signature Page to Articles of Merger]

CORPORATE CHARTER APPROVAL SHEET
****EXPEDITED SERVICE** ** KEEP WITH DOCUMENT ****

DOCUMENT CODE 114 BUSINESS CODE

Affix Barcode Label Here

1000362002622423

#

Close o Stock o Nonstock o

P.A. o Religious o

Merging (Transferor) (D01463678) (MD) Integral Systems, Inc,

ID # W14113732 ACK # 1000362002622423
PAGES: 0004
KRATOS INTEGRAL HOLDINGS, LLC

Surviving (Transferee) (W14113732) (MD) Iris Acquisition Sub LLC

12/15/2011 AT 12:36 P WO # 0003898997

New Name Kratos Integral Holdings, LLC

FEES REMITTED

	Base Fee:	100	x	Change of Name
	Org. & Cap. Fee:		o	Change of Principal Office
	Expedite Fee:	70	o	Change of Resident Agent
	Penalty:		o	Change of Resident Agent Address
	State Recordation Tax:		o	Resignation of Resident Agent
	State Transfer Tax:		o	Designation of Resident Agent and Resident Agent's Address
1	Certified Copies			
	Copy Fee:	23	o	Change of Business Code
	Certificates			
	Certificate of Status Fee:		o	Adoption of Assumed Name
	Personal Property Filings:			
	Mail Processing Fee:			
	Other:		o	Other Change(s)
	TOTAL FEES:	193		

Code 063

Credit Card o Check x Cash o

Attention: Andrea Cohen

Documents on Checks

Mail: Name and Address

Approved By: 14

VENABLE LLP
ANDREA COHEN
SUITE 900
750 E PRATT ST
BALTIMORE MD 21202–3142

Keyed By:

COMMENT(S):

CERTIFIED
COPY MADE

CUST ID: 0002682417
WORK ORDER: 0003898997
DATE: 12-15-2011 12:37 PM
AMT. PAID: $193.00

KRATOS INTEGRAL HOLDINGS. LLC
AMENDED AND RESTATED OPERATING AGREEMENT

THIS AMENDED AND RESTATED OPERATING AGREEMENT (this "Agreement") of Kratos Integral Holdings, LLC, a Maryland limited liability company, is made effective as of December 15, 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 Amended and Restated 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 non-cash 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 Member's name on **Exhibit A.**

"Person" means any individual or Entity, and the heirs, executors, administrators, successors and assigns of such Person.

"SPAT" 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 "Kratos Integral Holdings, 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 cases 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. The sole Member may, by resolution, appoint one or more officers to assist in the management of the affairs of the Company. Such officers shall serve at the pleasure of the sole Member and shall have such powers and duties as the sole Member shall deem necessary or advisable.

5.2 Liability and Indemnification.

5.2.1 The Member, and any officers appointed by the Member, shall not be liable, responsible, or accountable, in damages or otherwise, to the Company for any act performed by the Member, or by an officer appointed by the Member, within the scope of the

authority conferred on the Member or the officer, as applicable, by this Agreement or, in the case of an officer, by resolution of the Member setting forth the powers and duties of such officer, except for fraud, gross negligence, or an intentional breach of this Agreement. The Company hereby agrees to indemnify the Member, and any officers appointed by the Member, for any act performed by the Member, or by an officer appointed by the Member, within the scope of the authority conferred on the Member or the officer, as applicable, by this Agreement or, in the case of an officer, by resolution of the Member setting forth the powers and duties of such officer, 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:

MEMBER:

KRATOS DEFENSE & SECURITY SOLUTIONS, INC.

/s/ Laura Siegal
Laura Siegal

/s/ Deborah Butera (SEAL)
Name: Deborah Butera
Title: Senior Vice President, General Counsel and Secretary/Registered In-House Counsel

[SIGNATURE PAGE TO AMENDED AND RESTATED OPERATING AGREEMENT]

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%

Exhibit 5.1

DLA Piper LLP (US)
4365 Executive Drive, Suite 1100
San Diego, California 92121-2133
www.dlapiper.com

T 858.677.1400
F 858.677.1401

August 20, 2014

Kratos Defense & Security Solutions, Inc.
4820 Eastgate Mall, Suite 200
San Diego, CA 92121

Ladies and Gentlemen:

We have acted as counsel to Kratos Defense & Security Solutions, Inc., a Delaware corporation (the "Issuer") and the subsidiaries of the Issuer listed on Schedule I hereto (the "Opinion Guarantors") in connection with the Registration Statement on Form S-4 (the "Registration Statement"), filed by the Issuer and the additional registrants named therein with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Securities Act"). Pursuant to the Registration Statement, the Issuer is registering under the Securities Act an aggregate of up to $625,000,000 in principal amount of its 7.000% Senior Secured Notes due 2019 (the "Exchange Notes") to be issued in exchange (the "Exchange Offer") for a like principal amount of the Issuer's outstanding 7.000% Senior Secured Notes due 2019 (the "Unregistered Notes") upon the terms set forth in the Registration Statement and the letter of transmittal filed as an exhibit thereto. The Unregistered Notes were issued, and the Exchange Notes will be issued, pursuant to the indenture (the "Indenture") dated as of May 14, 2014, among the Issuer, the guarantors party thereto (the "Guarantors") and Wilmington Trust, National Association, as trustee and collateral agent (the "Trustee"). The Exchange Notes will be unconditionally and irrevocably guaranteed (the "Exchange Guarantees") as to payment of principal, premium, if any, and interest by each of the Guarantors pursuant to the Indenture.

In rendering the opinion expressed below, we have examined originals or copies of: (a) the Registration Statement, in the form filed with the Commission; (b) the Registration Rights Agreement relating to the Unregistered Notes, by and among the Issuer, the Guarantors and Suntrust Robinson Humphrey, Inc., as representative of the several initial purchasers, dated as of May 14, 2014 (the "Registration Rights Agreement"); (c) the Indenture; (d) the Exchange Notes and the Exchange Guarantees; (e) the articles or certificate of incorporation, articles of organization or certificate of limited partnership, as the case may be, and the bylaws, operating agreement or limited partnership agreement, as the case may be, and other constituent documents of each of the Issuer and Guarantors; (f) certain resolutions adopted by the Board of Directors or other governing body of each of the Issuer and the Guarantors (or of its manager or general partner); and (g) the other documents delivered by or on behalf of the Issuer, the Guarantors and the Trustee as of the date hereof in connection with the delivery of the Exchange Notes. We have also examined such other instruments, corporate records, certificates of public officials, certificates of officers or other representatives of the Issuer and others and other documents as we have deemed necessary or appropriate as a basis for the opinion set forth herein.

We have assumed the following: (a) the genuineness of all signatures; (b) the authenticity of all documents submitted to us as originals; (c) the conformity to authentic original documents of all documents submitted to us as copies; (d) the truth, accuracy and completeness of the information, factual matters, representations and warranties contained in the records, documents, instruments and certificates we have reviewed as of their stated dates and as of the date hereof; (e) the legal capacity of natural persons; (f) that the Indenture and the Registration Rights Agreement have been duly authorized, executed and delivered by each of the parties thereto, other than the Issuer and the Opinion Guarantors, and constitute legally valid, binding and enforceable obligations of such parties enforceable against such parties in accordance with their terms; (g) that the Exchange Notes will be duly authenticated by the Trustee; and (h) the absence of any evidence extrinsic to the provisions of the written agreements between the parties that the parties intended a meaning contrary to that expressed by those provisions. To the extent that obligations of the Guarantors (other than the Opinion Guarantors) may be dependent upon such matters, we have relied exclusively upon the opinions of local counsel in Alabama, Colorado, Indiana, and Nevada 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 Guarantees, and (ii) that the Exchange Guarantees have been duly authorized by all appropriate corporate, limited liability or partnership action by each such Guarantor. As to any facts material to the opinions expressed herein that were not independently established or verified, we have relied upon oral or written statements and representations of officers and other representatives of the Issuer and others.

We express no opinion as to any matter relating to laws of any jurisdiction other than (i) the federal laws of the United States of America; (ii) the Arizona Limited Liability Company Act; (iii) the Texas Limited Liability Partnership Act and the Texas Business Organizations Code, (iv) the General Corporation Law and the Limited Liability Company Act of the State of Delaware; (v) the Florida Business Corporation Act; the Georgia Business Corporation Code; (vi) the Maryland Corporations and Associations Code and Limited Liability Company Act of the State of Maryland; (vii) the New Jersey Business Corporation Act, (viii) the Corporations law of the State of Virginia; (ix) the General Corporation Law of the State of Ohio; (x) the California Corporations Code; and (xi) and the laws of the State of New York as such are in effect on the date hereof, and we have made no inquiry into, and we express no opinion as to, the statutes, regulations, treaties, common laws or other laws of any other nation, state or jurisdiction (the laws in clauses (ii) through (ix), collectively the "Limited Review Laws"). With respect to our opinions based upon the Limited Review Laws, however, our examination has been limited to such laws as reported in standard compilations. With your permission such opinions are based solely upon such limited review.

We express no opinion as to (i) the effect of any bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium or other similar laws relating to or affecting the rights of creditors generally, including, without limitation, laws relating to fraudulent transfers or conveyances and preferences; (ii) rights to indemnification and contribution which may be limited by applicable law or equitable principles; or (iii) the effect of general principles of equity, including without limitation, concepts of materiality, reasonableness, good faith and fair dealing, the effect of judicial discretion and the possible unavailability of specific performance, injunctive relief or other equitable relief, and limitations on rights of acceleration regardless of whether considered in a proceeding in equity or at law.

On the basis of the foregoing and in reliance thereon and having regard for legal considerations which we deem relevant, and subject to the limitations and qualifications set forth herein, we advise you that in our opinion that when (i) the Registration Statement, as finally amended (including all necessary post-effective amendments, if any), shall have become effective under the Securities Act and (ii) the Exchange Notes have been duly executed and delivered by the Issuer and authenticated by the Trustee in accordance with the provisions of the Indenture and exchanged for the Unregistered Notes in accordance with the terms of the Exchange Offer, the Exchange Notes will constitute valid and binding obligations of the Issuer and the Exchange Guarantees will constitute valid and binding obligations of the Guarantors, enforceable against the Issuer and the Guarantors, respectively, in accordance with their terms, and will be entitled to the benefits provided by the Indenture.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement and to the reference to this firm under the caption “Legal matters” in the prospectus that is part of the Registration Statement. The giving of this consent, however, does not constitute an admission 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/ **DLA Piper LLP (US)**

Schedule I

Exact name of Registrant as specified in its Charter	State of Incorporation or Organization
Henry Bros. Electronics, L.L.C.	Arizona
Composite Engineering, Inc.	California
Henry Bros. Electronics, Inc.	California
Kratos Integral Systems International, Inc.	California
Kratos Technology & Training Solutions, Inc.	California
National Safe of California, Inc.	California
AI Metrix, Inc.	Delaware
Charleston Marine Containers, Inc.	Delaware
Dallastown Realty I, LLC	Delaware
Dallastown Realty II, LLC	Delaware
Digital Fusion, Inc.	Delaware
General Microwave Israel Corporation	Delaware
Gichner Systems Group, Inc.	Delaware
Gichner Systems International, Inc.	Delaware
Henry Bros. Electronics, Inc.	Delaware
Herley Industries, Inc.	Delaware
Herley-CTI, Inc.	Delaware
Herley-RSS, Inc.	Delaware
JMA Associates, Inc.	Delaware

Exact name of Registrant as specified in its Charter	State of Incorporation or Organization
KPSS Government Solutions, Inc.	Delaware
Kratos Defense & Rocket Support Services, Inc.	Delaware
Kratos Networks, Inc.	Delaware
Kratos Public Safety & Security Solutions, Inc.	Delaware
Kratos Unmanned Systems Solutions, Inc.	Delaware
MSI Acquisition Corp.	Delaware
DEI Services Corporation	Florida
Digital Fusion Solutions, Inc.	Florida
Micro Systems, Inc.	Florida
Kratos Southeast, Inc.	Georgia
Kratos Integral Holdings, LLC	Maryland
Carlsbad ISI, Inc.	Maryland
Airorlite Communications, Inc.	New Jersey
Henry Bros. Electronics, Inc.	New Jersey
BSC Partners LLC	New York
Diversified Security Solutions, Inc.	New York
General Microwave Corporation	New York
Haverstick Government Solutions, Inc.	Ohio
Kratos Southwest L.P.	Texas

Exact name of Registrant as specified in its Charter	State of Incorporation or Organization
Kratos Texas, Inc.	Texas

Avtec Systems, Inc.	Virginia
Defense Systems, Incorporated.	Virginia
DTI Associates, Inc.	Virginia
Kratos Systems and Solutions, Inc.	Virginia

Exhibit 5.2

BURR FORMAN LLP
results matter

420 North 20th Street
Suite 3400
Birmingham, AL 35203

Office (205) 251-3000
Fax (205) 458-5100

BURR.COM

August 20, 2014

Kratos Defense & Security Solutions, Inc.
4820 Eastgate Mall, Suite 200
San Diego, CA 92121

Re: Exchange Offer of up to $625,000,000 of the 7.000% Senior Secured Notes due 2019 of Kratos Defense & Security Solutions, Inc.

Ladies and Gentlemen:

We have acted as special counsel in the State of Alabama (the "State") to Kratos Defense & Security Solutions, Inc., a Delaware corporation (the "Company"), in connection with the Registration Statement on Form S-4 filed on August 20, 2014 (the "Registration Statement") by the Company and the additional registrants named therein with the Securities and Exchange Commission pursuant to the Securities Act of 1933, as amended (the "Securities Act"), relating to an offer to exchange an aggregate principal amount of up to $625,000,000 of the Company's 7.000% Senior Secured Notes due 2019 (the "Exchange Notes"), which are being registered under the Securities Act, for an equal principal amount of the Company's outstanding 7.000% Senior Secured Notes due 2019 (the "Unregistered Notes").

To our knowledge, the Unregistered Notes were, and the Exchange Notes will be, issued under an Indenture, dated as of May 14, 2014 (the "Indenture"), between the Company, the subsidiary guarantors named therein (the "Guarantors") and Wilmington Trust, National Association, as Trustee. The Indenture provides that the Exchange Notes will be unconditionally and irrevocably guaranteed (the "Guarantees") as to payment of principal, premium, if any, and interest by each of the Guarantors pursuant to the Indenture.

In connection with the opinion set forth below, we have examined (i) an unfiled copy of the Registration Statement; (ii) the Indenture; (iii) the certificate of incorporation and the bylaws and other constituent documents of each of Madison Research Corporation, an Alabama corporation ("Madison") and Summit Research Corporation, an Alabama corporation

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("Summit", and together with Madison, the "Alabama Guarantors"); and (iv) certain resolutions adopted by the Board of Directors of each of the Alabama Guarantors. We also have made such investigations of law and examined originals or copies of such other documents and records as we have deemed necessary and relevant as a basis for the opinion hereinafter expressed. With your approval, we have relied as to certain matters on information obtained from public officials, officers of the Alabama Guarantors and other sources believed by us to be responsible. In the course of the foregoing investigations and examinations, we have assumed (i) the genuineness of all signatures on, and the authenticity of, all documents and records submitted to us as originals and the conformity to original documents and records of all documents and records submitted to us as electronic copies, telecopies, photocopies or conformed copies, and (ii) the truthfulness of all statements of fact set forth in the documents and records examined by us.

Without limiting the foregoing, we have also examined and relied upon: (i) a certificate of existence for Summit issued by the Alabama Secretary of State dated August 11, 2014 (the "Summit Certificate of Existence"); (ii) a good standing certificate for Summit issued by the Alabama Department of Revenue dated August 11, 2014 (the "Summit Certificate of Good Standing"); (iii) a certificate of existence for Madison issued by the Alabama Secretary of State dated August 11, 2014 (the "Madison Certificate of Existence"); and (iv) a good standing certificate for Madison issued by the Alabama Department of Revenue dated August 11, 2014 (the "Madison Certificate of Good Standing").

ASSUMPTIONS

In rendering the opinions hereinafter expressed, we have with your consent made the following additional assumptions without independent investigation:

1. The terms and conditions of the Indenture have not been amended, modified or supplemented by any other agreement, action or understanding of the parties, there has been no waiver of any of the material provisions of the Indenture, and the Indenture, as executed and delivered, is identical in all material respects with the copy we have examined. There are no other agreements or understandings among the parties and no usage of trade or course of prior dealing among the parties that would supplement, qualify or render invalid or unenforceable any of the terms of the Indenture.

2. Each party to and beneficiary of the Indenture has complied and will comply with all terms and conditions of the Indenture, and the conduct of the parties to and beneficiaries of the Indenture has complied and will comply with requirements of good faith, fair dealing and conscionability.

3. There has not been any mutual mistake of fact or misunderstanding, concealment, misrepresentation, fraud, duress, undue influence or criminal activity on the part of any party to or beneficiary of the Indenture or any other documents executed in connection therewith with respect to the transactions contemplated thereby.

4. All transactions and conditions contemplated by the Indenture to have occurred at or prior to the date hereof have occurred or have been waived by the appropriate parties.

OPINION

Based on the foregoing and subject to the qualifications, limitations and assumptions set forth herein, and having due regard for such legal considerations as we deem relevant, we are of the opinion, as of the date hereof, that:

1. Each of the Alabama Guarantors is an existing corporation in good standing under the laws of the State. In giving this opinion we have relied solely on the Summit Certificate of Existence, the Summit Certificate of Good Standing, the Madison Certificate of Existence and the Madison Certificate of Good Standing, we have assumed that such certificates were properly given and remain accurate as of the date of this opinion, and we have not made any independent investigation with respect thereto.

2. The Indenture has been duly authorized, executed and delivered by each of the Alabama Guarantors.

3. The Guarantees have been duly authorized by each of the Alabama Guarantors.

COMMENTS AND QUALIFICATIONS

The foregoing opinions are subject to the following limitations, qualifications, comments and exceptions, in addition to all other assumptions and qualifications herein:

1. We have not examined the files and records of Summit or Madison, and we have not conducted any independent review or investigation of any of the transactions or contractual arrangements of Summit or Madison. As used herein, “of which we are aware” and “to our knowledge” means the actual knowledge of facts or other information by only those lawyers in our firm who have rendered legal services in connection with the delivery of this opinion; however, unless otherwise expressly indicated, we have not undertaken any independent investigation to determine the accuracy of any such statement, and no inference that we have any knowledge of any matters pertaining to such statement should be drawn.

2. We neither express nor imply any opinion as to the enforceability of any provisions of the Indenture.

3. We express no opinion concerning the creation, validity, attachment, perfection, enforceability or priority of any mortgage, pledge, assignment, security interest or other lien or interest created or granted under the Indenture, or as to any provisions of the Indenture providing for rights of set-off or liquidated damages, or whereby any party waives or releases procedural, substantive, constitutional or other legal or equitable rights, discharges defenses, or limits or disclaims liability.

4. We express no opinion regarding (or compliance with or the effect of noncompliance 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, or 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 of the industry of any parties to the Indenture or of any of their affiliates.

5. We express no opinion regarding applicable choice of law rules.

6. We neither express nor imply any opinion with respect to any documents relating to the transactions contemplated by the Indenture other than the Indenture, and any opinion herein with respect to the Indenture expressly excludes any opinion with respect to any such other documents or any provisions of any such other documents that are incorporated into the Indenture by reference to any such other documents.

7. We do not regularly represent the Alabama Guarantors in any capacity, and have no working familiarity with the Alabama Guarantors. We have been engaged by the Company solely for the issuance of this opinion.

8. We call to your attention the fact that any Person other than the Alabama Guarantors which is a party to the Indenture and which exercises in the State any of the rights or remedies provided in the Indenture may be required to qualify to do business in the State before exercising such rights or remedies.

9. 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. To the extent that any portion of the Indenture is governed by the laws of any jurisdiction other than the State, we express no opinion with respect to such portion.

10. 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.

11. 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.

12. We hereby consent to the filing of this opinion as an exhibit to the Registration Statement. We also consent to the reference to our firm under the heading “Legal Matters” in the Registration Statement, as the firm that rendered this opinion. In giving such consent, we do not hereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act. This opinion may not be otherwise furnished to any third party, filed with any governmental agency, quoted, cited or otherwise referred to without our prior written consent, other than to bank regulatory authorities, internal and external auditors or permitted successors and assigns of the addressee hereof.

13. This opinion may be relied upon only by the addressee hereof, its successors and assigns permitted by the Indenture, and DLA Piper LLP (US), which we understand intends to rely upon this opinion for purposes of the opinion such firm expects to deliver in connection with the Registration Statement, and we hereby consent to such reliance as though this opinion were addressed to such firm. This opinion may not be relied upon by any other person or entity or used for any other purpose without our prior written consent.

Yours very truly,

/s/ Burr & Forman LLP

Exhibit 5.3

FaegreBD.com

FAEGRE BAKER DANIELS

USA • UK • CHINA

Faegre Baker Daniels LLP
3200 Wells Fargo Center 1700 Lincoln Street
Denver Colorado 80203-4532
Phone **+1 303 607 3500**
Fax **+1 303 607 3600**

August 20, 2014

Kratos Defense & Security Solutions, Inc.
4820 Eastgate Mall, Suite 200
San Diego, CA 92121

Re: Colorado subsidiaries of Kratos Defense & Security Solutions, Inc.

Ladies and Gentlemen:

We have acted as Colorado counsel to Henry Bros. Electronics, Inc. and Real Time Logic, Inc., each a Colorado corporation (collectively, the "Colorado Guarantors"), in connection with the Registration Statement on Form S-4 filed on August 20, 2014 (the "Registration Statement") filed by Kratos Defense & Security Solutions, Inc., a Delaware corporation (the "Company") and the additional registrants named therein (including the Colorado Guarantors) with the Securities and Exchange Commission pursuant to the Securities Act of 1933, as amended (the "Securities Act"), relating to an offer to exchange an aggregate principal amount of up to $625,000,000 of the Company's 7.000% Senior Secured Notes due 2019 (the "Exchange Notes"), which are being registered under the Securities Act, for an equal principal amount of the Company's outstanding 7.000% Senior Secured Notes due 2019 (the "Unregistered Notes").

The Unregistered Notes were, and the Exchange Notes will be, issued under an Indenture, dated as of May 14, 2014 (the "Indenture"), between the Company, the subsidiary guarantors named therein (the "Guarantors") and Wilmington Trust, National Association, as Trustee. The Exchange Notes will be unconditionally and irrevocably guaranteed (the "Guarantees") as to payment of principal, premium, if any, and interest by each of the Guarantors pursuant to the Indenture.

In connection with the opinion set forth below, we have examined (i) the Registration Statement; (ii) the Indenture; (iii) the articles of incorporation and the bylaws of each of the Colorado Guarantors, as certified to us by the secretary of each Colorado Guarantor on May 14, 2014; and (iv) certain resolutions adopted by the Board of Directors of each of the Colorado Guarantors, as certified to us by the secretary of each Colorado Guarantor on May 14, 2014. We also have made such investigations of law and examined originals or copies of such other documents and records as we have deemed necessary and relevant as a basis for the opinion

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hereinafter expressed. With your approval, we have relied as to certain matters on information obtained from public officials, officers of the Colorado Guarantors and other sources believed by us to be responsible. In the course of the foregoing investigations and examinations, we have assumed (i) the genuineness of all signatures on, and the authenticity of, all documents and records submitted to us as originals and the conformity to original documents and records of all documents and records submitted to us as electronic copies, telecopies, photocopies or conformed copies, (ii) the truthfulness of all statements of fact set forth in the documents and records examined by us; and (iii) that the documents certified to us by the secretary of each Colorado Guarantor on May 14, 2014 have not been modified, amended or revoked.

With respect to our opinion at paragraph 1 below, we are relying solely on our review and examination of good standing certificates issued by the Colorado Secretary of State on August 18, 2014, without further investigation of the corporate records of the Colorado Guarantors.

Based upon the foregoing and subject to the comments, qualifications and other matters set forth herein, we are of the opinion that:

1. Each Colorado Guarantor is validly existing as a corporation and in good standing under the laws of the State of Colorado.

2. The Indenture has been duly authorized, executed and delivered by each of the Colorado Guarantors.

3. The Guarantees have been duly authorized by each of the Colorado Guarantors.

The opinions expressed herein are limited to the laws of the State of Colorado. We express no opinion with respect to the laws of any other jurisdiction.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement. We also consent to the reference to our firm under the heading "Legal Matters" in the Registration Statement. In giving these consents, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Securities and Exchange Commission.

We understand that DLA Piper LLP (US) intends to rely upon this opinion for purposes of the opinion such firm expects to deliver in connection with the Registration Statement, and we hereby consent to such reliance as though this opinion were addressed to such firm.

Very truly yours,

FAEGRE BAKER DANIELS LLP

By: /s/ Charles Bybee
Charles D. Bybee

Exhibit 5.4

August 20, 2014

SunTrust Robinson Humphrey, Inc.
3333 Peachtree Road NE
Atlanta, GA 30326
For the benefit of all Holders participating
In the Exchange Offer

Re: Local Counsel Opinion in Connection with Registered Exchange Offer

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"), pursuant to Section 6(q) of that certain Registration Rights Agreement dated May 14, 2014, by and between the Company, SunTrust Robinson Humphrey, Inc. and the other initial purchasers listed thereto ("Registration Rights Agreement"), in connection with the Registration Statement on Form S-4 filed on August 20, 2014 (the "Registration Statement") by the Company and the additional registrants named therein with the Securities and Exchange Commission pursuant to the Securities Act of 1933, as amended (the "Securities Act"), relating to an offer to exchange an aggregate principal amount of up to $625,000,000 of the Company's unregistered 7.000% Senior Secured Notes due 2019 ("Unregistered Notes"), for new registered notes with terms substantially identical to the Unregistered Notes.

The Unregistered Notes were, and the Exchange Notes will be, issued under an Indenture, dated as of May 14, 2014 (the "Indenture"), between the Company, the subsidiary guarantors named therein (the "Guarantors") and Wilmington Trust, National Association, as Trustee. The Exchange Notes will be unconditionally and irrevocably guaranteed ("Guarantees") as to payment of principal, premium, if any, and interest by each of the Guarantors pursuant to the Indenture.

In connection with the opinion set forth below, we have examined (i) the Registration Statement; (ii) the Indenture; (iii) the articles of incorporation or articles of organization, as the case may be, the bylaws or operating agreements, as the case may be, and other constituent

documents of each of the Guarantors listed in the attached Exhibit A (collectively, "Indiana Guarantors"); and (iv) certain resolutions adopted by the Board of Directors or other governing body of each of the Indiana Guarantors (or of its manager). We also have made such investigations of law and examined original or copies of such other documents and records as we have deemed necessary and relevant as a basis for the opinion hereinafter expressed.

With your approval, 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.

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 through 2, inclusive, in Exhibit A are hereinafter referred to as the "Transaction Documents," and the documents listed as items 3 through 17, inclusive, in Exhibit A are hereinafter referred to as the "Authorization Documents."

We have relied upon and assumed the truth and accuracy of the factual representations, certifications and warranties made in the Transaction Documents and Authorization Documents, 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 James A. Butz, Neil Ganulin or Robert R. Anderson of Frost Brown Todd LLC that 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 the 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 without independent investigation and 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) Each party to the Transaction Documents (other than the Indiana Subsidiaries) (i) has been duly organized, is validly existing, and where applicable is in good standing or in existence under its jurisdiction of incorporation, organization or registration, (ii) has full corporate or other organizational power and authority to enter into, execute, deliver, receive and perform each of the Transaction Documents, and (iii) is qualified, to the extent that qualification is necessary, and authorized to do business in the State of Indiana.

(d) The entry into, execution, delivery, receipt, and performance of the Transaction Documents by each of the parties thereto (other than the Indiana Subsidiaries) has been duly authorized by all requisite action on the part of such parties.

(e) 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 such that a court would determine that the public policy of the State of Indiana would require it to be applied in any specific instance.

(f) 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.

(g) 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.

(h) 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.

(i) The Authorization Documents are accurate and have not been amended or rescinded.

(j) 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. With respect to the collateral that is described in the Registration Statement filed by the Company (the "Collateral"), the Company's subsidiaries party thereto and Wilmington Trust, National Association, as collateral agent (the "Collateral Agent") for the benefit of the parties (as defined therein), (i) the Indiana Subsidiaries have rights within the meaning of the Uniform Commercial Code as adopted in Indiana (the "Indiana UCC") in the Collateral as to which perfection or nonperfection of a security interest therein is governed by the provisions of the Indiana UCC (the "Indiana Collateral"), (ii) the descriptions of the Indiana Collateral accurately and reasonably identify the property intended to be completely described in the Registration Statement, (iii) the security interests granted by the Indiana Subsidiaries in the Indiana Collateral have attached within the meaning of Section 9.1-203 of the Indiana UCC on the date hereof, and (iv) the Indiana Subsidiaries have been, or will be, furnished with a copy of their UCC Financing Statements as required by Section 9.1-502(f) of the Indiana UCC.

(k) The name and address of the Collateral Agent as set forth in the Registration Statement is the correct name and mailing address for the Collateral Agent, and the address of the Collateral Agent set forth therein is an address from which information regarding the security interests in the Indiana Collateral may be obtained.

(l) The Registration Statement will be duly and properly filed in the appropriate records of the United States Securities and Exchange Commission, and all applicable fees imposed with respect to the Registration Statement will be paid.

(m) Each Indiana Subsidiary has received reasonably equivalent value in exchange for its guarantee of the Company's obligations pursuant to the provisions of the Indenture.

(n) The respective factual representations, statements and warranties of the Company and the Indiana Subsidiaries in the Transaction Documents and the Authorization Documents, and in the other documents that we have reviewed, and upon which we have relied, are accurate, complete and truthful.

(o) We have not examined and render no opinion regarding any document incorporated by reference into 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, and in existence under the laws of the State of Indiana.

2. Rocket is a limited liability company organized and, based solely on Rocket's Certificate of Existence, and in existence under the laws of the State of Indiana.

3. The Indenture has been duly authorized, executed and delivered by each of the Indiana Guarantors.

4. The Guarantees have been duly authorized by each of the Indiana Guarantors.

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 express no opinion and make no statements concerning or with respect to any statutes, ordinances, administrative decisions, rules, and regulations of counties, towns, municipalities or special political subdivisions.

C. 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.

D. We have made no search of the public records to determine the existence of any legal proceedings involving any Indiana Subsidiary.

E. 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.

F. 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.

G. The validity, binding effect and enforceability of the Transaction Documents are subject to and may be affected by applicable state and/or federal bankruptcy, insolvency, fraudulent transfer and conveyance, reorganization, equity of redemption, moratorium laws, or similar laws affecting the rights of creditors or debtors generally, laws concerning environmental effects or promulgated by environmental agencies, racketeer influenced and corrupt organizations (RICO) statutes, securities laws, tax laws, and the application of general principles of equity (regardless whether such enforceability is considered in a proceeding at law or in equity), including, without limitation, equitable defenses, limitations on the availability of equitable remedies, and concepts of materiality, reasonableness, unconscionability, good faith and similar doctrines affecting the enforceability of agreements generally.

As used herein, the phrases "to our knowledge," "known to us" or similar phrases mean we have relied solely upon (i) the representations made in the Transaction Documents, (ii) the Authorization Documents, and (iii) the actual knowledge of the limited number of attorneys in this firm who have been principally involved in the representation of the Company and the Indiana Subsidiaries in the transactions, obtained in the scope of such representation and without (unless expressly described herein) any independent investigation or inquiry, and no inference as to our knowledge concerning factual matters should or may be drawn.

The opinions expressed herein are matters of professional judgment, are not a guarantee of a 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 hereby consent to the (i) filing of this opinion as an exhibit to the Registration Statement, and (ii) reference to our firm under the heading "Legal Matters" in the Registration Statement. In giving these consents, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act of 1933 or the rules and regulations of the Commission.

We understand that the DLA Piper LLP (US) intends to rely on this opinion letter for the purposes of the opinion such firm expects to deliver in connection with the Registration Statement, and we hereby consent to such reliance as though this opinion were addressed to such firm. The foregoing opinion shall not be relied upon for any other purpose or by any person other than DLA Piper LLP (US) and 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.

This opinion speaks as of its date only and is based upon facts and law in existence on the date hereof, and we disclaim any undertaking to advise you of changes occurring after the date hereof.

Very truly yours,

EXHIBIT A

LIST OF DOCUMENTS REVIEWED

1. Indenture, dated May 14, 2014, by and among the Company, the Guarantors (as defined therein) and Wilmington Trust, National Association, as Trustee and Collateral Agent ("Indenture").

2. Registration Statement, dated August 20, 2014, by and among the Company, the subsidiary registrants listed thereto, filed with the United States Securities and Exchange Commission ("Registration Statement").

3. Certificate of Existence for Haverstick issued by the Indiana Secretary of State, dated August 11, 2014 ("Haverstick's Certificate of Existence").

4. Certificate of Existence for HGS issued by the Indiana Secretary of State, dated August 11, 2014 ("HGS's Certificate of Existence" and together with Haverstick's Certificate of Existence, the "Certificates of Existence").

5. Certificate of Existence for Rocket issued by the Indiana Secretary of State, dated August 11, 2014 ("Rocket's Certificate of Existence").

6. Articles of Incorporation of Haverstick, as certified by the Indiana Secretary of State on October 15, 2013, 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 October 15, 2013, 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 October 15, 2013, 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 May 14, 2014, 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 May 14, 2014, 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 May 14, 2014, 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 May 14, 2014.

13. Resolutions of the Board of Directors of HGS, as certified by an authorized officer of HGS as of May 14, 2014.

14. Resolutions of the Manager of Rocket, as certified by an authorized officer of the Manager of Rocket as of May 14, 2014.

15. Officers' Certificate of Haverstick, dated May 14, 2014, as to certain factual matters ("Haverstick Officer's Certificate").

16. Officers' Certificate of HGS, dated May 14, 2014, as to certain factual matters ("HGS Officer's Certificate").

17. Officers' Certificate of Rocket, dated May 14, 2014, 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 Certificates").

Exhibit 5.5

SheppardMullin

Sheppard, Mullin, Richter & Hampton LLP
30 Rockefeller Plaza
New York, New York 10112-0015
212.653.8700 main
212.653.8701 fax
www.sheppardmullin.com

August 20, 2014

Kratos Defense & Security Solutions, Inc.
4820 Eastgate Mall
San Diego, CA 92121

Ladies and Gentlemen:

We have acted as special counsel in the State of Nevada for LVDM, Inc., a Nevada corporation (the "Guarantor"), in connection with the Registration Statement on Form S-4 (the "Registration Statement"), filed by Kratos Defense & Security Solutions, Inc., a Delaware corporation (the "Company"), 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 7.000% Senior Secured Notes due 2019 (the "Exchange Notes"), which have been registered under the Securities Act, for an equal principal amount of the Company's outstanding unregistered 7.000% Senior Secured Notes due 2019, and the issuance by the Guarantor and certain other guarantors of a guarantee (the "Guarantee") with respect to the Exchange Notes. The Exchange Notes will be governed by the Indenture dated as of May 14, 2014 (as amended or supplemented through the date hereof, the "Indenture"), among the Company, the Guarantor, certain other guarantors party thereto and Wilmington Trust, National Association, as trustee and collateral agent.

In connection with our opinion, we have examined: (a) the Registration Statement; (b) the Guarantor's articles of incorporation and bylaws, each as amended to date; (c) the Indenture; (d) the Exchange Notes and the Guarantee; and (e) such other proceedings, documents and records as we have deemed necessary to enable us to render this opinion.

In such examination, 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.

As used in this opinion, the expressions "to our knowledge" or "known to us" with reference to matters of fact refer to the current actual knowledge of the attorneys within the firm with primary responsibility for the transactions covered by this opinion. Except to the extent expressly set forth herein we have not undertaken any independent investigation to determine the accuracy or completeness of any such statement (including without limitation any examination of any records of any court or governmental agency or body, or documents in our files or otherwise made available to us by the Guarantor), and no inference as to the accuracy or completeness of any such statement should be drawn from our representation of the Guarantor or our rendering the opinions set forth below. We specifically advise you that we have made no docket or other search of the records of any court, administrative tribunal or other similar entity or body to determine the existence of any orders or pending litigation.

Based on the foregoing, but subject to the qualifications and limitations expressed below, we are of the opinion that:

1. The Guarantor (a) has been duly incorporated and is validly existing and in good standing as a corporation under the law of the State of Nevada, and (b) has the corporate power and authority to conduct its business as described in the Registration Statement.

2. The Guarantee (a) has been duly authorized and (b) when the Exchange Notes are duly executed, authenticated, issued and delivered in accordance with the provisions of the Indenture upon the exchange described herein, will have been duly issued by the Guarantor.

3. The issuance of the Guarantee by the Guarantor, and the performance by the Guarantor of the Indenture, will not (a) violate the provisions of the articles of incorporation or bylaws of the Guarantor, (b) violate the Nevada Revised Statutes Chapter 78 - Private Corporations (the "NRSPC"), or (c) require any consents, approvals or authorizations to be obtained by the Guarantor from, or any registrations, declarations or filings to be made by the Company with, any governmental authority under the NRSPC.

In rendering the opinions set forth in paragraph 1 above as to the good standing of the Guarantor, we have relied exclusively on certificates of public officials.

The opinions herein expressed are subject to the following qualifications and limitations:

(1) The effect of bankruptcy, insolvency, reorganization, arrangement, moratorium or other similar laws relating to or affecting the rights of creditors generally, including, without limitation, laws relating to fraudulent transfers or conveyances, preferences and equitable subordination.

(2) Limitations imposed by general principles of equity upon the availability of equitable remedies or the enforcement of provisions of any of the Guarantee or the Indenture.

(3) We express no opinion as to the effect on the opinions expressed herein of (i) compliance or non-compliance by any party to the Indenture (in each case, other than the Guarantor) 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 (other than the Guarantor).

We express no opinion as to any law other than the NRSPC.

Our opinions are rendered as of the date hereof, and we assume no obligation to advise you of changes that may hereafter be brought to our attention. This opinion letter is rendered to you in connection with the matters described herein. This opinion letter may not be relied upon by you for any other purpose. Copies of this opinion may be furnished to your counsel, DLA Piper LLP (US), which may rely upon the opinion set forth herein as though addressed to it, subject to the qualifications and limitations related thereto. We hereby consent to the filing of this opinion letter as Exhibit 5.5 to the Registration Statement and to the use of our name under the caption “Legal Matters” in the Prospectus included in the Registration Statement.

Very truly yours,

/s/ SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

Sheppard, Mullin, Richter & Hampton LLP

Exhibit 12.1

CALCULATIONS OF EARNINGS AVAILABLE TO COVER FIXED CHARGES

	Fiscal Year Ended					
	6/29/2014	12/29/2013	12/30/2012	12/25/2011	12/26/2010	12/27/2009
Earnings:						
Pre-tax income from continuing operations	$ (64.7)	$ (31.9)	$ (114.5)	$ (21.6)	$ 1.9	$ (37.3)
Add: Fixed Charges adjusted for capitalized interest	33.2	70.0	72.5	55.0	24.6	13.0
Total	$ (31.5)	$ 38.1	$ (42.0)	$ 33.4	$ 26.5	$ (24.3)
Fixed Charges:						
Interest expense on debt and amortization of deferred financing costs	$ 30.1	$ 63.9	$ 66.4	$ 51.2	$ 22.4	$ 10.6
Capitalized interest	—	—	—	—	—	—
Estimate of interest in rent expense (1)	3.1	6.1	6.1	3.8	2.2	2.4
Total	$ 33.2	$ 70.0	$ 72.5	$ 55.0	$ 24.6	$ 13.0
Ratio of earnings to fixed charges	N/A	0.5	N/A	0.6	1.1	N/A
Deficiency of earnings to fixed charges	$ (64.7)	$ (31.9)	$ (114.5)	$ (21.6)	N/A	$ (37.3)

(1) The interest component of rent was estimated to be one-third of net rental expense, which we believe is representative of the interest factor

Exhibit 23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in this Registration Statement on Form S-4 of our report dated March 11, 2014 relating to the consolidated financial statements of Kratos Defense & Security Solutions, Inc. and the effectiveness of Kratos Defense & Security Solutions, Inc.'s internal control over financial reporting, appearing in the Annual Report on Form 10-K of Kratos Defense & Security Solutions, Inc. for the year ended December 29, 2013, and to the reference to us under the heading "Experts" in the Prospectus, which is part of this Registration Statement.

/s/ Deloitte & Touche LLP
San Diego, CA
August 20, 2014

Exhibit 23.2

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We have issued our report dated March 12, 2013 with respect to the consolidated financial statements included in the Annual Report on Form 10-K for the year ended December 29, 2013 of Kratos Defense & Security Solutions, Inc., which is incorporated by reference in this Registration Statement. We consent to the incorporation by reference in the Registration Statement of the aforementioned report, and to the use of our name as it appears under the caption “Experts.”

/s/ GRANT THORNTON LLP

San Diego, California
August 20, 2014

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)

Delaware	**13-3818604**
(State of incorporation)	(I.R.S. employer identification no.)
4820 Eastgate Mall, Suite 200 **San Diego, CA** (Address of principal executive offices)	**92121** (Zip Code)

7.000% Senior Secured Notes due 2019
(Title of the indenture securities)

(1) SEE TABLE OF ADDITIONAL OBLIGORS

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
BSC Partners LLC	New York	61-1579937
Charleston Marine Containers, Inc.	Delaware	13-3895313
Composite Engineering, Inc.	California	68-0233339
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 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, 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
JMA Associates, Inc.	Delaware	52-2228456
KPSS Government Solutions, Inc.	Delaware	51-0261462
Kratos Defense & Rocket Support Services, Inc.	Delaware	33-0431023
Kratos Integral Holdings, LLC	Maryland	45-3455455
Kratos Integral Systems International, Inc.	California	20-5651555
Kratos Networks, Inc.	Delaware	80-0013776
Kratos Public Safety & Security Solutions, Inc.	Delaware	33-0896808
Kratos Southeast, Inc.	Georgia	58-1885960
Kratos Southwest L.P.	Texas	74-2144182
Kratos Systems and Solutions, Inc.	Virginia	04-3743834
Kratos Technology & Training Solutions, Inc.	California	95-2467354
Kratos Texas, Inc.	Texas	75-2982611
Kratos Unmanned Systems Solutions, Inc.	Delaware	26-0537776

Exact name of Obligor as specified in its Charter	State or other Jurisdiction of Incorporation or Organization	I.R.S. Employee Identification Number
Carlsbad ISI, 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
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	27-2703902
SCT Real Estate, LLC	Delaware	N/A
Secureinfo Corporation	Delaware	74-2804679
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 20th day of August, 2014.

WILMINGTON TRUST, NATIONAL ASSOCIATION

By: /s/ JANE SCHWEIGER
Name: Jane 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 ten thousand shares of common stock of the par value of one hundred dollars ($100) 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

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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

AMENDED AND RESTATED 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 3, 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. 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.

Notwithstanding the provisions of the first paragraph of this section 1, the responsibility and authority of the Trust Audit 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 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, but does vest in the association investment discretion, 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

Dated: August 20, 2014

By: /s/ JANE SCHWEIGER
Name: Jane Schweiger
Title: Vice President

EXHIBIT 7

REPORT OF CONDITION

WILMINGTON TRUST, NATIONAL ASSOCIATION

As of the close of business on March 31, 2014

ASSETS	Thousands of Dollars
Cash and balances due from depository institutions:	2,022,072
Securities:	5,179
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:	486,216
Premises and fixed assets:	9,698
Other real estate owned:	266
Investments in unconsolidated subsidiaries and associated companies:	0
Direct and indirect investments in real estate ventures:	0
Intangible assets:	3,665
Other assets:	60,425
Total Assets:	2,587,521

LIABILITIES	Thousands of Dollars
Deposits	1,981,113
Federal funds purchased and securities sold under agreements to repurchase	122,000
Other borrowed money:	0
Other Liabilities:	58,228
Total Liabilities	2,161,341

EQUITY CAPITAL	Thousands of Dollars
Common Stock	1,000
Surplus	385,244
Retained Earnings	40,477
Accumulated other comprehensive income	(541)
Total Equity Capital	426,180
Total Liabilities and Equity Capital	2,587,521

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Exhibit 99.1

KRATOS DEFENSE & SECURITY SOLUTIONS, INC.

LETTER OF TRANSMITTAL

OFFER TO EXCHANGE

$625,000,000 AGGREGATE PRINCIPAL AMOUNT OF ITS 7.000% SENIOR SECURED NOTES DUE 2019
WHICH HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED,
FOR ANY AND ALL OF ITS OUTSTANDING 7.000% SENIOR SECURED NOTES DUE 2019

THE EXCHANGE OFFER WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON , 2014 (THE "EXPIRATION DATE") UNLESS THE OFFER IS EXTENDED. TENDERS MAY BE WITHDRAWN PRIOR TO 5:00 P.M., NEW YORK CITY TIME, ON , 2014.

The Exchange Agent for the Exchange Offer is:
Wilmington Trust, National Association

By Regular Mail,
Overnight Mail, or Courier:

Wilmington Trust, National Association
Rodney Square North
1100 North Market Street
Wilmington, DE 19890-1615
Attention: Workflow Management, 5th Floor

By Facsimile Transmission
(eligible institutions only)
302-636-4139
Attention: Workflow Management

For Information or Confirmation:
DTC Desk (DTC2@Wilmingtontrust.com)

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.

Holders of Unregistered Notes (as defined below) should complete this Letter of Transmittal either if Unregistered Notes are to be forwarded herewith or if tenders of Unregistered 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—Book-entry delivery procedures" and "The Exchange Offer—Procedures for Tendering Unregistered Notes" in the Prospectus (as defined below) 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 Unregistered Notes whose certificates for such Unregistered 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 Unregistered 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 Unregistered Notes are registered or any other person who has

obtained a properly completed bond power from the registered holder or any person whose Unregistered Notes are held of record by The Depository Trust Company ("DTC").

The undersigned acknowledges receipt of the Prospectus dated , 2014 (as it may be amended or supplemented from time to time, the "Prospectus") of Kratos Defense & Security Solutions, Inc. (the "Issuer") and certain subsidiaries of the Issuer (the "Guarantors"), and this Letter of Transmittal (the "Letter of Transmittal"), which together constitute the Issuer's offer (the "Exchange Offer") to exchange $625,000,000 aggregate principal amount of its 7.000% Senior Secured Notes due 2019 (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 7.000% Senior Secured Notes due 2019 (the "Unregistered Notes"). The Unregistered Notes are unconditionally guaranteed (the "Old Guarantees") by the Guarantors and the Exchange Notes will be unconditionally guaranteed (the "Exchange Guarantees") by the Guarantors. Upon the terms and subject to the conditions set forth in the Prospectus and this Letter of Transmittal, the Guarantors offer to issue the Exchange Guarantees with respect to all Exchange Notes issued in the Exchange Offer in exchange for the Old Guarantees of the Unregistered 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 Offer" include the Guarantors' offer to exchange the Exchange Guarantees for the Old Guarantees, references to the "Exchange Notes" include the related Exchange Guarantees and references to the "Unregistered Notes" include the related Old Guarantees.

For each Unregistered Note, the holder of such Unregistered Note will receive an Exchange Note having a principal amount equal to that of the surrendered Unregistered Note. The Exchange Notes will accrue interest at a rate of 7.000% per annum, commencing on November 15, 2014, and payable on May 15 and November 15 of each year.

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.

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 Unregistered Notes to which this Letter of Transmittal relates. If the space provided below is inadequate, the certificate numbers and aggregate principal amounts of Unregistered Notes should be listed on a separate signed schedule affixed hereto.

All Tendering Holders Complete Box 1:

Box 1* Description of Unregistered Notes Tendered Herewith

Name(s) and Address(es) of Registered Holder(s) (Please fill in, if blank, exactly as name(s) appear(s) on Certificate(s))	Certificate or Registration Number(s) of Unregistered Notes**	Aggregate Principal Amount Represented by Unregistered Notes	Aggregate Principal Amount of Unregistered Notes Being Tendered***
	Total:		

* If the space provided is inadequate, list the certificate numbers and principal amount of Unregistered 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 Unregistered Notes. See instruction 2.

Box 2
Book-Entry Transfer

o **CHECK HERE IF TENDERED UNREGISTERED 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 Unregistered 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 Unregistered 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 Unregistered 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 UNREGISTERED 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 Unregistered Notes
Tendered by Book-Entry Transfer

o **CHECK HERE IF UNREGISTERED NOTES TENDERED BY BOOK-ENTRY TRANSFER AND NON-EXCHANGED UNREGISTERED 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 UNREGISTERED NOTES FOR YOUR OWN ACCOUNT AS A RESULT OF MARKET-MAKING OR OTHER TRADING ACTIVITIES AND WISH TO RECEIVE TEN (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 Unregistered 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 Unregistered Notes acquired other than as a result of market-making activities or other trading activities. Any broker-dealer who purchased Unregistered 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.

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 Unregistered Notes indicated above. Subject to, and effective upon, the acceptance for exchange of all or any portion of the Unregistered 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 Unregistered 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 Unregistered 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 Unregistered Notes, or transfer ownership of such Unregistered Notes on the account books maintained by the book-entry transfer facility specified by the holder(s) of the Unregistered 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 Unregistered 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 Unregistered 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 Unregistered Notes tendered hereby, (b) when such tendered Unregistered 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 Unregistered Notes tendered for exchange are not subject to any adverse claims or proxies when accepted by the Issuer. The undersigned hereby further represents that any Exchange Notes acquired in exchange for Unregistered 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, that neither the holder of such Unregistered Notes nor any such other person is engaged in or intends to engage in, nor has an arrangement or understanding with any person to participate in, the distribution of such Exchange Notes, and that neither the holder of such Unregistered Notes nor any such other person is an "affiliate," as such term is defined in Rule 405 under the Securities Act, of the Issuer or the Guarantors. 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 an interpretation by the staff of the Securities and Exchange Commission (the "SEC") as set forth in no-action letters issued to third parties, including *Morgan Stanley & Co. Incorporated* (available June 5, 1991), *Exxon Capital Holdings Corporation* (available May 13, 1988), as interpreted in the SEC's letter to *Shearman & Sterling*, dated July 2, 1993, or similar no-action letters, that the Exchange Notes issued in exchange for the Unregistered 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 the Guarantors within the meaning of Rule 405 under 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 the distribution of such Exchange Notes. If a holder of the Unregistered Notes is an affiliate of the Issuer or the Guarantors, 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) must comply with the registration and prospectus delivery requirements of the Securities Act in connection with any secondary resale transaction. If the undersigned is a broker-dealer that will receive the Exchange Notes for its own account in exchange for the Unregistered Notes, it represents that the Unregistered 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; 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.

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 Unregistered Notes or transfer ownership of such Unregistered Notes on the account books maintained by the book-entry transfer facility. The undersigned further agrees that acceptance of any and all validly tendered Unregistered Notes by the Issuer and the issuance of Exchange Notes in exchange therefor shall constitute performance in full by the Issuer of its obligations under the registration rights agreement with the initial purchasers of the Unregistered Notes (the "Registration Rights Agreement"), and that the Issuer shall have no further obligations or liabilities thereunder except as provided in Section 5 (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 to the exchange offer." 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 Unregistered Notes tendered hereby and, in such event, the Unregistered 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 to the exchange offer" 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 Unregistered 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" below, please deliver the Exchange Notes (and, if applicable, substitute certificates representing the Unregistered Notes for any Unregistered Notes not exchanged) in the name of the undersigned or, in the case of a book-entry delivery of the Unregistered Notes, please credit the account indicated above. Similarly, unless otherwise indicated under the box entitled "Special Delivery Instructions" below, please send the Exchange Notes (and, if applicable, substitute certificates representing the Unregistered Notes for any Unregistered Notes not exchanged) to the undersigned at the address shown above in the box entitled "Description of Unregistered Notes Tendered Herewith."

THE UNDERSIGNED, BY COMPLETING THE BOX ENTITLED "DESCRIPTION OF UNREGISTERED NOTES TENDERED HEREWITH" ABOVE AND SIGNING THIS LETTER, WILL BE DEEMED TO HAVE TENDERED THE UNREGISTERED NOTES AS SET FORTH IN SUCH BOX.

Box 6
SPECIAL REGISTRATION INSTRUCTIONS
(See Instructions 4 and 5)

To be completed ONLY if certificates for the Unregistered Notes 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 Unregistered Notes whose name(s) appear(s) above. .

Issue: o Unregistered 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 Unregistered 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 Unregistered Notes whose name(s) appear(s) above.

Send: o Unregistered 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 8
TENDERING HOLDER(S) SIGN HERE
(Complete accompanying 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 Unregistered Notes) of the Unregistered Notes exactly as their name(s) appear(s) on the Unregistered 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: _____

(Including 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)

Daytime Area Code and Telephone Number:

Taxpayer Identification or Social Security Number:

INSTRUCTIONS
FORMING PART OF THE TERMS AND CONDITIONS OF THE EXCHANGE OFFER

General

Please do not send certificates for Unregistered Notes directly to the Issuer. Your certificates for Unregistered 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 Unregistered 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 Unregistered 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 Unregistered 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 Unregistered 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 Unregistered Notes and (i) whose Unregistered Notes are not immediately available or (ii) who cannot deliver their Unregistered 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 Unregistered 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 Unregistered 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 Unregistered Notes, if applicable, the certificate number(s) of the Unregistered Notes to be tendered and the principal amount of Unregistered 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, the Letter of Transmittal, or a facsimile thereof, together with the Unregistered Notes or a book-entry confirmation, and any other documents required by the 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 Unregistered Notes in proper form or a confirmation of book-entry transfer of the Unregistered 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 Unregistered Notes pursuant to the guaranteed delivery procedures described above must ensure that the Exchange Agent receives the Notice of Guaranteed Delivery relating to such Unregistered 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 Unregistered Notes for exchange.

2. Partial Tenders; Withdrawals. Tenders of Unregistered 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 Unregistered Notes evidenced by a submitted certificate is tendered, the tendering holder(s) must fill in the aggregate principal amount of Unregistered Notes tendered in the column entitled "Description of Unregistered Notes Tendered Herewith" in Box 1 above. A newly issued certificate for the Unregistered 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 Unregistered Notes delivered to the Exchange Agent will be deemed to have been tendered in full unless otherwise clearly indicated. Unregistered Notes tendered pursuant to the Exchange Offer may be withdrawn at any time prior to the Expiration Date, after which tenders of Unregistered Notes are irrevocable.

To be effective with respect to the tender of Unregistered 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 Unregistered Notes pursuant to the Exchange Offer; (ii) specify the name of the person who tendered the Unregistered Notes to be withdrawn; (iii) identify the Unregistered Notes to be withdrawn (including the principal amount of such Unregistered Notes, or, if applicable, the certificate numbers shown on the particular certificates evidencing such Unregistered Notes and the principal amount of Unregistered Notes represented by such certificates); (iv) include a statement that such holder is withdrawing its election to have such Unregistered Notes exchanged; (v) specify the name in which any such Unregistered 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 Unregistered Notes promptly following receipt of notice of withdrawal. If Unregistered 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 Unregistered 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 Unregistered Notes so withdrawn will be deemed not to have been validly tendered for exchange for purposes of the Exchange Offer. Any Unregistered 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 Unregistered 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 Unregistered 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 Unregistered Notes may be retendered by following one of the procedures described under the caption "The Exchange Offer—Procedures for Tendering Unregistered Notes" 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 Unregistered Notes (i.e., a person in whose name Unregistered Notes are registered on the books of the registrar or, or, in the case of Unregistered 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 Unregistered 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 Unregistered Notes) of the Unregistered 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 Unregistered 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 Unregistered 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 Unregistered Notes.

When this Letter of Transmittal is signed by the registered holder(s) of Unregistered 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 Unregistered 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 Unregistered Notes listed or the Exchange Notes are to be issued, or any untendered Unregistered Notes are to be reissued, to a person other than the registered holder(s) of the Unregistered Notes, such Unregistered 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 Unregistered 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 its sole discretion, of such persons' authority to so act.

Endorsements on certificates for the Unregistered 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 Financial Industry Regulatory Authority, 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 Unregistered 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 Unregistered 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 Unregistered 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 Unregistered Notes by book-entry transfer may request that the Unregistered 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 Unregistered 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 Unregistered Notes to it or its order 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 Unregistered Notes to the Issuer or its 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 Unregistered 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 Unregistered 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 Unregistered Notes for exchange. The Issuer reserves the right, in its reasonable judgment, to waive any defects, irregularities or conditions of tender as to particular Unregistered 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 Unregistered 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 Unregistered 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 Unregistered Notes will not be deemed to have been made until such defects or irregularities have been cured or waived. Any Unregistered 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 UNREGISTERED 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 Unregistered 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 Form W-9 attached hereto, certifying (A) that the TIN provided on Form W-9 is correct (or that such holder of Unregistered Notes is awaiting a TIN), (B) that the holder of Unregistered Notes is not subject to backup withholding because (x) such holder of Unregistered Notes is exempt from backup withholding, (y) such holder of Unregistered 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 Unregistered Notes that he or she is no longer subject to backup withholding, (C) that the holder of Unregistered Notes is a U.S. citizen or other U.S. person (as defined in Form W-9) and (D) the FATCA code(s) entered on Form W-9 (if any) indicating that the holder of Unregistered Notes is exempt from FATCA reporting is correct; or (ii) an adequate basis for exemption from backup withholding. If such holder of Unregistered 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 Unregistered 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 Unregistered Notes (including, among others, all corporations and certain foreign individuals) are not subject to these backup withholding and reporting requirements. However, exempt holders of Unregistered Notes should indicate their exempt status on the Form W-9. For example, a corporation should complete the Form W-9, providing its TIN and indicating that it is exempt from backup withholding. In order for a foreign individual or entity to qualify as an exempt recipient, the holder must submit the appropriate Form W-8, signed under penalties of perjury, attesting to that individual's or entity's exempt status. The appropriate Form W-8 (along with instructions) can be obtained from the Exchange Agent upon request. Please read the instructions for Forms W-9 and the relevant W-8 carefully 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 "reportable payments" made to the holder of Unregistered 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 in a timely fashion. The Exchange Agent cannot refund amounts withheld by reason of backup withholding.

A holder who does not have a TIN may write "Applied For" in the space for the TIN on the Form W-9, sign and date the form, and give it to the Exchange Agent. For interest and certain other payments made with respect to readily tradable instruments, generally a holder will have 60 days to get a TIN and give it to the requester before such holder is subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. A holder will be subject to backup withholding on all such payments until such holder provides its TIN to the requester. Please note that entering "Applied For" means that a holder has already applied for a TIN or that such holder intends to apply for one soon.

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:

o Individual/sole proprietor o C Corporation o S Corporation o Partnership o Trust/estate

o Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) > _____

o Other (see instructions) >

Exemptions (see instructions):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line 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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
[_][_][_]-[_][_]-[_][_][_][_]
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 to 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 below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here **Signature of U.S. person** > **Date** >

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (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. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

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 Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

• In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,

• In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and

• In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien 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 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.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage 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, payments made in settlement of payment card and third party network transactions, 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 Part II instructions on page 3 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 your 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 *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

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 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/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. 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/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. 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. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are 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

5 – A corporation

6 – A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States

7 – A futures commission merchant registered with the Commodity Futures Trading Commission

8 – A real estate investment trust

9 – An entity registered at all times during the tax year under the Investment Company Act of 1940

10 – A common trust fund operated by a bank under section 584(a)

11 – A financial institution

12 – A middleman known in the investment community as a nominee or custodian

13 – A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	**THEN the payment is exempt for . . .**
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

A – An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B – The United States or any of its agencies or instrumentalities

C – A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

D – A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)

E – A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)

F – A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G – A real estate investment trust

H – A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I – A common trust fund as defined in section 584(a)

J – A bank as defined in section 581

K – A broker

L – A trust exempt from tax under section 664 or described in section 4947(a)(1)

M – A tax exempt trust under a section 403(b) plan or section 457(g) plan

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)* on page 2), 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 on page 4 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 Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or 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 Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and 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 U.S. entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. 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.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	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 "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the 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 TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

* **Note.** Grantor also must provide a Form W-9 to trustee of trust.

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.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

• Protect your SSN,

• Ensure your employer is protecting your SSN, and

• Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and 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. Under section 3406, payers must generally withhold a percentage 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 providing false or fraudulent information.

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Exhibit 99.2

KRATOS DEFENSE & SECURITY SOLUTIONS, INC.

NOTICE OF GUARANTEED DELIVERY

OFFER TO EXCHANGE

$625,000,000 AGGREGATE PRINCIPAL AMOUNT OF ITS 7.000% SENIOR SECURED NOTES DUE 2019
WHICH HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED,
FOR ANY AND ALL OF ITS OUTSTANDING 7.000% SENIOR NOTES DUE 2019

This form, or one substantially equivalent hereto, must be used to accept the Exchange Offer made by Kratos Defense & Security Solutions, Inc. (the "Issuer"), and certain subsidiaries of the Issuer (the "Guarantors"), pursuant to the Prospectus, dated , 2014 (the "Prospectus"), and the enclosed Letter of Transmittal (the "Letter of Transmittal"), if the certificates for the Unregistered 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 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 Wilmington Trust, National Association (the "Exchange Agent") as set forth below. In addition, in order to utilize the guaranteed delivery procedure to tender the Unregistered 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 is:
Wilmington Trust, National Association

By Regular Mail,
Overnight Mail, or Courier:

Wilmington Trust, National Association
Rodney Square North
1100 North Market Street
Wilmington, DE 19890-1615
Attention: Workflow Management, 5th Floor

By Facsimile Transmission
(eligible institutions only)
302-636-4139
Attention: Workflow Management

For Information or Confirmation:
DTC Desk (DTC2@Wilmingtontrust.com)

DELIVERY OF THIS NOTICE OF GUARANTEED DELIVERY TO AN ADDRESS OTHER THAN AS SET FORTH ABOVE OR TRANSMISSION 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, the undersigned hereby tenders to the Issuer the principal amount of Unregistered 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 Unregistered Notes or Account Number at Book-Entry Transfer Facility	Aggregate Principal Amount Represented by Unregistered Notes	Aggregate Principal Amount of Unregistered Notes Being Tendered

PLEASE COMPLETE AND SIGN

(Signature(s) of Record Holder(s))

(Please Type or Print Name(s) of Record Holder(s))

Dated: , 2014

Address:

(Zip Code)

(Daytime Area Code and Telephone No.)

o Check this Box if the Unregistered 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 Unregistered Notes tendered hereby within the meaning of Rule 14e-4(b)(2) under the Exchange Act, (b) represents that the tender of those Unregistered 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 Unregistered Notes, in proper form for transfer, or a book-entry confirmation (a confirmation of a book-entry transfer of the Unregistered 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 (3) 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: _____

Dated: _____ , 2014

NOTE: DO NOT SEND UNREGISTERED NOTES WITH THIS NOTICE OF GUARANTEED DELIVERY. UNREGISTERED 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 Unregistered Notes referred to herein, the signatures must correspond with the name(s) written on the face of the Unregistered 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 Unregistered 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 Unregistered 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 their 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.

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The Exchange Agent is: Wilmington Trust, National Association
By Regular Mail, Overnight Mail, or Courier
By Facsimile Transmission (eligible institutions only) 302-636-4139 Attention: Workflow Management
For Information or Confirmation: DTC Desk (DTC2@Wilmingtontrust.com)
INSTRUCTIONS FOR NOTICE OF GUARANTEED DELIVERY

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Exhibit 99.3

KRATOS DEFENSE & SECURITY SOLUTIONS, INC.

OFFER TO EXCHANGE

**$625,000,000 AGGREGATE PRINCIPAL AMOUNT OF ITS 7.000% SENIOR SECURED NOTES DUE 2019
WHICH HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS
AMENDED, FOR ANY AND ALL OF ITS OUTSTANDING 7.000% SENIOR NOTES DUE 2019**

, 2014

To Brokers, Dealers, Commercial Banks,
Trust Companies and other Nominees:

As described in the enclosed Prospectus, dated , 2014 (as the same may be amended or supplemented from time to time, the "Prospectus"), and Letter of Transmittal (the "Letter of Transmittal"), Kratos Defense & Security Solutions, Inc. (the "Issuer"), and certain subsidiaries of the Issuer, (the "Guarantors"), are offering to exchange (the "Exchange Offer") $625,000,000 aggregate principal amount of its 7.000% Senior Secured Notes due 2019 (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 7.000% Senior Secured Notes due 2019 (the "Unregistered Notes") in integral multiples of $2,000 and multiples of $1,000 in excess thereof upon the terms and subject to the conditions of the enclosed Prospectus and Letter of Transmittal. The terms of the Exchange Notes are identical in all material respects (including principal amount, interest rate and maturity) to the terms of the Unregistered Notes for which they may be exchanged pursuant to the Exchange Offer, except that the Exchange Notes are freely transferable by holders thereof. The Unregistered Notes are unconditionally guaranteed (the "Old Guarantees") by the Guarantors, and the Exchange Notes will be unconditionally guaranteed (the "Exchange Guarantees") by the Guarantors. Upon the terms and subject to the conditions set forth in the Prospectus and the Letter of Transmittal, the Guarantors offer to issue the Exchange Guarantees with respect to all Exchange Notes issued in the Exchange Offer in exchange for the Old Guarantees of the Unregistered Notes for which such Exchange Notes are issued in the Exchange Offer. Throughout this letter, unless the context otherwise requires and whether so expressed or not, references to the "Exchange Offer" include the Guarantors' offer to exchange the Exchange Guarantees for the Old Guarantees, references to the "Exchange Notes" include the related Exchange Guarantees and references to the "Old Notes" include the related Old Guarantees. The Issuer will accept for exchange any and all Unregistered Notes properly tendered according to the terms of the Prospectus and the Letter of Transmittal. Consummation of the Exchange Offer is subject to certain conditions described in the Prospectus.

WE URGE YOU TO PROMPTLY CONTACT YOUR CLIENTS FOR WHOM YOU HOLD UNREGISTERED NOTES REGISTERED IN YOUR NAME OR IN THE NAME OF YOUR NOMINEE. PLEASE BRING THE EXCHANGE OFFER TO THEIR ATTENTION AS PROMPTLY AS POSSIBLE.

Enclosed are copies of the following documents:

1. The Prospectus;

2. The Letter of Transmittal for your use in connection with the tender of Unregistered Notes and for the information of your clients, including a Form W-9 and instructions thereto;

3. A form of Notice of Guaranteed Delivery; and

4. A form of letter, including a letter of instructions to a registered holder from a beneficial owner, which you may use to correspond with your clients for whose accounts you hold Unregistered Notes that are registered in your name or the name of your nominee, with space provided for obtaining such clients' instructions regarding the Exchange Offer.

Your prompt action is requested. Please note that the Exchange Offer will expire at 5:00 p.m., New York City time, on , 2014 (the "Expiration Date"), unless the Issuer otherwise extends the Exchange Offer.

To participate in the Exchange Offer, certificates for Unregistered Notes, together with a duly executed and properly completed Letter of Transmittal or facsimile thereof, or a timely confirmation of a book-entry transfer of such Unregistered Notes into the account of Wilmington Trust, National Association (the "Exchange Agent"), at the book-entry transfer facility, with any required signature guarantees, and any other required documents, must be received by the Exchange Agent by the Expiration Date as indicated in the Prospectus and the Letter of Transmittal.

The Issuer will not pay any fees or commissions to any broker or dealer or to any other persons (other than the Exchange Agent) in connection with the solicitation of tenders of the Unregistered Notes pursuant to the Exchange Offer. However, the Issuer will pay or cause to be paid any transfer taxes, if any, applicable to the tender of the Unregistered Notes to it or its order, except as otherwise provided in the Prospectus and Letter of Transmittal.

If holders of the Unregistered Notes wish to tender, but it is impracticable for them to forward their Unregistered Notes prior to the Expiration Date or to comply with the book-entry transfer procedures on a timely basis, a tender may be effected by following the guaranteed delivery procedures described in the Prospectus and in the Letter of Transmittal.

Any inquiries you may have with respect to the Exchange Offer should be addressed to the Exchange Agent at its address and telephone number set forth in the enclosed Prospectus and Letter of Transmittal. Additional copies of the enclosed materials may be obtained from the Exchange Agent.

Very truly yours,

KRATOS DEFENSE & SECURITY SOLUTIONS, INC.

NOTHING CONTAINED HEREIN OR IN THE ENCLOSED DOCUMENTS SHALL CONSTITUTE YOU OR ANY OTHER PERSON AS AN AGENT OF THE ISSUER OR THE EXCHANGE AGENT, OR AUTHORIZE YOU OR ANY OTHER PERSON TO USE ANY DOCUMENT OR MAKE ANY STATEMENTS ON BEHALF OF EITHER OF THEM IN CONNECTION WITH THE EXCHANGE

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Exhibit 99.4

KRATOS DEFENSE & SECURITY SOLUTIONS, INC.

OFFER TO EXCHANGE
$625,000,000 AGGREGATE PRINCIPAL AMOUNT OF ITS 7.000% SENIOR SECURED NOTES DUE 2019 WHICH HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, FOR ANY AND ALL OF ITS OUTSTANDING 7.000% SENIOR NOTES DUE 2019

, 2014

To Our Clients:

Enclosed for your consideration are a Prospectus, dated , 2014 (as the same may be amended or supplemented from time to time, the "Prospectus"), and a Letter of Transmittal (the "Letter of Transmittal"), relating to the offer (the "Exchange Offer") by Kratos Defense & Security Solutions, Inc. (the "Issuer"), and certain subsidiaries of the Issuer (the "Guarantors"), to exchange $625,000,000 aggregate principal amount of its 7.000% Senior Secured Notes due 2019 (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 7.000% Senior Secured Notes due 2019 (the "Unregistered Notes") in integral multiples of $2,000 and multiples of $1,000 in excess thereof upon the terms and subject to the conditions of the enclosed Prospectus and Letter of Transmittal. The terms of the Exchange Notes are identical in all material respects (including principal amount, interest rate and maturity) to the terms of the Unregistered Notes for which they may be exchanged pursuant to the Exchange Offer, except that the Exchange Notes are freely transferable by holders thereof, upon the terms and subject to the conditions of the enclosed Prospectus and the related Letter of Transmittal. The Unregistered Notes are unconditionally guaranteed (the "Old Guarantees") by the Guarantors, and the Exchange Notes are unconditionally guaranteed (the "Exchange Guarantees") by the Guarantors. Upon the terms and subject to the conditions set forth in the Prospectus and the Letter of Transmittal, the Guarantors offer to issue the Exchange Guarantees with respect to all Exchange Notes issued in the Exchange Offer in exchange for the Old Guarantees of the Unregistered Notes for which such Exchange Notes are issued in the Exchange Offer. Throughout this letter, unless the context otherwise requires and whether so expressed or not, references to the "Exchange Offer" include the Guarantors' offer to exchange the Exchange Guarantees for the Old Guarantees, references to the "Exchange Notes" include the related Exchange Guarantees and references to the "Unregistered Notes" include the related Old Guarantees. The Issuer will accept for exchange any and all Unregistered Notes properly tendered according to the terms of the Prospectus and the Letter of Transmittal. Consummation of the Exchange Offer is subject to certain conditions described in the Prospectus.

PLEASE NOTE THAT THE EXCHANGE OFFER WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON, 2014 (THE "EXPIRATION DATE"), UNLESS THE ISSUER EXTENDS THE EXCHANGE OFFER.

The enclosed materials are being forwarded to you as the beneficial owner of the Unregistered Notes held by us for your account but not registered in your name. A tender of such Unregistered Notes may only be made by us as the registered holder and pursuant to your instructions. Therefore, the Issuer urges beneficial owners of Unregistered Notes registered in the name of a broker, dealer, commercial bank, trust company or other nominee to contact such registered holder promptly if such beneficial owners wish to tender their Unregistered Notes in the Exchange Offer.

Accordingly, we request instructions as to whether you wish to tender any or all such Unregistered Notes held by us for your account, pursuant to the terms and conditions set forth in the enclosed Prospectus and Letter of Transmittal. If you wish to have us tender any or all of your Unregistered Notes, please so instruct us by completing, signing and returning to us the "Instructions to Registered Holder from Beneficial Owner" form that appears below. We urge you to read the Prospectus and the Letter of Transmittal carefully before instructing us as to whether or not to tender your Unregistered Notes.

The accompanying Letter of Transmittal is furnished to you for your information only and may not be used by you to tender Unregistered Notes held by us and registered in our name for your account or benefit.

If we do not receive written instructions in accordance with the below and the procedures presented in the Prospectus and the Letter of Transmittal, we will not tender any of the Unregistered Notes on your account.

INSTRUCTIONS TO REGISTERED HOLDER FROM BENEFICIAL OWNER

The undersigned beneficial owner acknowledges receipt of your letter and the accompanying Prospectus dated , 2014 (as the same may be amended or supplemented from time to time, the "Prospectus"), and a Letter of Transmittal (the "Letter of Transmittal"), relating to the offer (the "Exchange Offer") by Kratos Defense & Security Solutions, Inc. (the "Issuer") and subsidiaries of the Issuer and (the "Guarantors"), to exchange $625,000,000 aggregate principal amount of its 7.000% Senior Secured Notes due 2019 (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 7.000% Senior Secured Notes due 2019 (the "Unregistered Notes"), upon the terms and subject to the conditions set forth in the Prospectus and the Letter of Transmittal. Capitalized terms used but not defined herein have the meanings ascribed to them in the Prospectus.

This will instruct you, the registered holder, to tender the principal amount of the Unregistered Notes indicated below held by you for the account of the undersigned, upon the terms and subject to the conditions set forth in the Prospectus and the Letter of Transmittal.

Principal Amount Held for Account Holder(s)	Principal Amount to be Tendered*

* Unless otherwise indicated, the entire principal amount held for the account of the undersigned will be tendered.

If the undersigned instructs you to tender the Unregistered Notes held by you for the account of the undersigned, it is understood that you are authorized (a) 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 a beneficial owner of the Unregistered Notes, including but not limited to the representations that the undersigned (i) is not an "affiliate," as defined in Rule 405 under the Securities Act, of the Issuer or the Guarantors, (ii) is not engaged in, and does not intend to engage in, and has no arrangement or understanding with any person to participate in, a distribution of Exchange Notes, (iii) is acquiring the Exchange Notes in the ordinary course of its business and (iv) is not a broker-dealer tendering Unregistered Notes acquired for its own account directly from the Issuer. If a holder of the Unregistered Notes is an affiliate of the Issuer or the Guarantors, 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 may not rely on the applicable interpretations of the staff of the Securities and Exchange Commission relating to exemptions from the registration and prospectus delivery requirements of the Securities Act and must comply with such requirements in connection with any secondary resale transaction.

SIGN HERE

Dated: _____ , 2014

Signature(s): _____

Print Name(s): _____

Address: _____

_____

Please include Zip Code)

Telephone Number _____

(Please include Area Code)

Tax Identification Number or Social Security Number: _____

My Account Number With You: _____

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