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As filed with the Securities and Exchange Commission on June 7, 2011

Registration No. 333-

UNITED STATES SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

Form S-4

REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

KRATOS DEFENSE & SECURITY SOLUTIONS, INC.

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

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

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

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

Copies to:

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

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

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

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

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

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

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

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

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

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

CALCULATION OF REGISTRATION FEE

Title of each class of securities to be registered	**Amount to be registered(1)**	**Proposed maximum offering price per unit**	**Proposed maximum aggregate offering price(1)**	**Amount of registration fee(1)**

10% Senior Secured Exchange Notes due 2017	$285,000,000	100%	$285,000,000	$33,088.50
Guarantees of 10% Senior Secured Exchange Notes due 2017(2)	$285,000,000	(3)	(3)	(3)

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

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

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

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

TABLE OF ADDITIONAL REGISTRANTS

Exact name of Registrant as specified in its Charter*	State or other Jurisdiction of Incorporation or Organization	I.R.S. Employee Identification Number
AI Metrix, Inc.	Delaware	94-3406239
Airorlite Communications, Inc.	New Jersey	27-0109331
Charleston Marine Containers, Inc.	Delaware	13-3895313
Dallastown Realty I, LLC	Delaware	13-3891517
Dallastown Realty II, LLC	Delaware	11-3531172
Defense Systems, Incorporated.	Virginia	54-1869791
DEI Services Corporation	Florida	59-3348607
Digital Fusion, Inc.	Delaware	13-3817344
Digital Fusion Solutions, Inc.	Florida	59-3443845
Diversified Security Solutions, Inc.	New York	20-3603298
DTI Associates, Inc.	Virginia	54-1462882
General Microwave Corporation	New York	11-1956350
General Microwave Israel Corporation	Delaware	11-2696835
Gichner Holdings, Inc.	Delaware	26-0537776
Gichner Systems Group, Inc.	Delaware	26-0537748
Gichner Systems International, Inc.	Delaware	13-3506543
Haverstick Consulting, Inc.	Indiana	35-1938389
Haverstick Government Solutions, Inc.	Ohio	61-1340684
Henry Bros. Electronics, Inc.	California	95-3613209
Henry Bros. Electronics, Inc.	Colorado	84-0600621
Henry Bros. Electronics, Inc.	Delaware	22-3690168
Henry Bros. Electronics, Inc.	New Jersey	22-3000080
Henry Bros. Electronics, Inc.	Virginia	54-1549782
Henry Bros. Electronics, L.L.C.	Arizona	86-0950878
Herley Industries, Inc.	Delaware	23-2413500
Herley-CTI, Inc.	Delaware	11-3544929
Herley-RSS, Inc.	Delaware	20-1529679
HGS Holdings, Inc.	Indiana	35-2198582
JMA Associates, Inc.	Delaware	52-2228456
Kratos Defense Engineering Solutions, Inc.	Delaware	33-0431023
Kratos Mid-Atlantic, Inc.	Delaware	51-0261462
Kratos Public Safety & Security Solutions, Inc.	Delaware	33-0896808
Kratos Southeast, Inc.	Georgia	58-1885960
Kratos Southwest L.P.	Texas	74-2144182
Kratos Technology & Training Solutions, Inc.	California	95-2467354
Kratos Texas, Inc.	Texas	75-2982611
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
Reality Based IT Services, Ltd.	Maryland	52-2191091
Rocket Support Services, LLC	Indiana	20-5113660
SCT Acquisition, LLC	Delaware	20-1825624
SCT Real Estate, LLC	Delaware	N/A
Shadow I, Inc.	California	51-0569123
Shadow II, Inc.	California	20-3744832
Shadow III, Inc.	California	20-5651555
Stapor Research, Inc.	Virginia	20-1666707
Summit Research Corporation	Alabama	63-1285794
WFI NMC Corp.	Delaware	33-0936782

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

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

SUBJECT TO COMPLETION, DATED JUNE 7, 2011

PROSPECTUS

Kratos Defense & Security Solutions, Inc.

Offer to Exchange
10% Senior Secured Notes due 2017
($285,000,000 in principal amount outstanding)

We are offering to exchange, upon the terms and subject to the conditions set forth in this prospectus and the accompanying letter of transmittal, our new registered 10% Senior Secured Notes due 2017 (the "Exchange Notes") for all of our outstanding unregistered 10% Senior Secured Notes due 2017, issued on April 15, 2011 (the "Original Notes"). We will not receive any proceeds from the exchange offer.

Material Terms of the Exchange Offer

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

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

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

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

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

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

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

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

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

The date of this prospectus is , 2011

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

ABOUT THIS PROSPECTUS

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

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

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

FORWARD-LOOKING STATEMENTS

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

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

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

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

PROSPECTUS SUMMARY

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

In this prospectus, references to "we," "our," "us," "the Company" or "Kratos" mean Kratos Defense & Security Solutions, Inc. and its subsidiaries on a consolidated basis. In this prospectus, we sometimes collectively refer to our acquisition of Herley Industries Inc. ("Herley"), our equity offering consummated on February 11, 2011, in which we received approximately $61.1 million in net proceeds, and the debt offering consummated on March 25, 2011, in which we issued $285.0 million in indebtedness and received $305.0 million in gross proceeds, and certain transactions related thereto as the "Transactions". Additionally, we use the term "Original Notes" to refer to the 10% Senior Secured Notes due 2017 that were issued by the Company on April 15, 2011, pursuant to that certain Indenture, dated as of May 19, 2010, by and among the Company, the guarantors party thereto and Wilmington Trust, FSB as trustee and collateral agent (as amended or supplemented, the "Indenture"); the term "Exchange Notes" to refer to the 10% Senior Secured Notes due 2017 that have been registered under the Securities Act and are being offered in exchange for the Original Notes as described in this prospectus; the term "Existing Kratos Notes" to refer to the 10% Senior Secured Notes due 2017 that were issued by the Company on May 19, 2010, pursuant to the Indenture and subsequently exchanged for registered notes on August 11, 2010; the term "Kratos Notes" to collectively refer to the Exchange Notes and the Existing Kratos Notes; the term "Existing Kratos Guarantees" to refer to the guarantees related to the Existing Kratos Notes; the term "Exchange Guarantees" to refer to the guarantees related to the Exchange Notes; and the term "Kratos Guarantees" to collectively refer to the Existing Kratos Guarantees and the Exchange Guarantees.

Company Overview

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

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

We serve 14 of the top 15 DoD programs in terms of total procurement and research, development, testing and evaluation spending. We provide products, solutions and services for a wide range of established, deployed and operating national security platforms, including, but not limited to, Aegis Ballistic Missile Defense systems, M1 Abrams tanks, Bradley fighting vehicles, F-5 Tiger,

HiMARS, Chaparral and HAWK missile systems, Kiowa AH-60 helicopters, DDG-1000 Zumwalt destroyers, attack and missile submarines, certain intelligence surveillance and reconnaissance systems and various unmanned systems.

Current Reporting Segments

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

Kratos Government Solutions ("KGS") Segment

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

Public Safety and Security ("PSS") Segment

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

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

Recent Developments

On May 15, 2011, we entered into an Agreement and Plan of Merger (the "Merger Agreement") with Integral Systems, Inc., a Maryland corporation ("Integral Systems"), IRIS Merger Sub Inc., a Maryland corporation and our wholly owned subsidiary ("Merger Sub"), and IRIS Acquisition

Sub LLC, a Maryland limited liability company and our wholly owned subsidiary ("Merger LLC"). Pursuant to the terms and subject to the conditions set forth in the Merger Agreement, Merger Sub will merge with and into Integral Systems, and Integral Systems will continue as the surviving corporation and as a wholly owned subsidiary of the Company (the "Merger"). The boards of directors of the Company and Integral Systems have unanimously approved the Merger Agreement and the transactions contemplated thereby.

At the effective time of the Merger (the "Effective Time"), holders of Integral Systems common stock will be entitled to receive (i) $5.00 in cash, without interest, and (ii) 0.588 shares of the Company's common stock for each share of Integral Systems common stock they own (the "Merger Consideration").

In addition, at the Effective Time, each Integral Systems stock option that has an exercise price less than $13.00 per share shall, if the holder thereof elects in writing, be cancelled in exchange for an amount in cash, without interest, equal to the product of the total number of shares of Integral Systems common stock subject to such in-the-money option, multiplied by the aggregate value of the excess, if any, of $13.00 over the exercise price per share subject to such option, less the amount of any tax withholding. Each Integral Systems stock option that has an exercise price equal to or greater than $13.00 per share and each Integral Systems in-the-money option the holder of which does not make the election described in the preceding sentence shall be converted into an option to purchase Kratos common stock, with (i) the number of shares subject to such option adjusted to equal the number of shares of Integral Systems common stock subject to such out-of-the-money option multiplied by 0.9559, rounded up to the nearest whole share, and (ii) the per share exercise price under each such option adjusted by dividing the per share exercise price under such option by 0.9559, rounded up to the nearest whole cent. Each share of restricted stock granted under an Integral Systems equity plan or otherwise, whether vested or unvested, that is outstanding immediately prior to the completion of the Merger shall be cancelled and the holder thereof shall be entitled to receive an amount in cash, without interest, equal to the product of the total number of restricted shares of Integral Systems common stock held by such holder, multiplied by $13.00, less the amount of any tax withholding. No fractional shares of Company common stock will be issued in the Merger. The Merger is intended to qualify as a "reorganization" within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended.

Completion of the Merger is subject to various customary conditions, including, among other things: (i) the approval of the stockholders of each of the Company and Integral Systems; (ii) subject to certain materiality exceptions, the accuracy of the representations and warranties made by each of the Company and Integral Systems and the compliance by each of the Company and Integral Systems with their respective obligations under the Merger Agreement; (iii) obtaining clearance under the Hart-Scott-Rodino Antitrust Improvements Act, as amended; and (iv) the declaration of the effectiveness by the SEC of the Registration Statement on Form S-4 filed by the Company on June 7, 2011.

The Merger Agreement contains customary representations, warranties and covenants, including covenants obligating the Company and Integral Systems to continue to conduct their respective businesses in the ordinary course and to cooperate on seeking regulatory approvals and providing access to each other's information. The Merger Agreement also contains a representation by the Company regarding the availability of funds to complete the transactions contemplated by the Merger Agreement, including certain financing commitments, and a customary "no solicitation" provision pursuant to which, prior to the completion of the Merger, neither the Company nor Integral Systems is permitted to solicit or engage in discussions with any third party regarding another acquisition proposal unless it has received an unsolicited proposal or offer that the recipient's board of directors determines is or could reasonably be expected to result in a "Superior Proposal".

The Merger Agreement contains certain termination rights in favor of each of the Company and Integral Systems, including each party's right to terminate the Merger Agreement under certain circumstances in connection with the acceptance of a "Superior Proposal". In addition, the Merger Agreement provides that in connection with certain terminations of the Merger Agreement, depending on the circumstances surrounding the termination, one party may be required to pay the other a termination fee of $9.3 million.

Background

Department of Defense Drives Strategic Priorities for the Company

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

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

The entire federal government is currently operating under the authority of a continuing resolution (the "Continuing Resolution") for the fiscal year ending September 30, 2011. The Continuing Resolution funds programs and services, including DoD budgets, at approximately the same levels as fiscal year 2010. The Continuing Resolution runs through September 30, 2011, after which Congress will either pass a new appropriations bill, extend the Continuing Resolution, or shut down the government for all nonessential federal government services.

Focus on Federal Government Transformation

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

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

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

Competitive Strengths

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

Significant and Highly Specialized Experience

Through existing customer engagements and the government focused acquisitions we have completed over the past several years, we have amassed significant and highly specialized experience in areas directly related to C5ISR weapon system lifecycle extension and sustainment; missile, rocket and weapons system testing and evaluation; military range operations and technical services; and other highly differentiated services and solutions. This collective experience, or past performance qualifications, is a requirement for the majority of our contract vehicles and customer engagements. Further enhancing our specialized expertise, a majority of our approximately 2,900 employees have national security clearances, including top secret and higher. We believe these characteristics represent a significant competitive strength and position us to win renewal or follow-on business.

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

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

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

Strategic Geographic Locations and Base Realignment and Closure

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

believe our focus on increasing our strategic presence in key BRAC receiving locations will provide us with a significant competitive advantage

Diverse Base of Key Contracts with Low Concentration

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

In-Depth Understanding of Client Missions

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

Significant Cash Flow Visibility Driven by Stable Backlog

As of March 27, 2011, our total backlog, on a pro forma basis with Herley and Integral Systems, was approximately $1.2 billion, of which approximately $676.0 million was funded backlog. The majority of our sales are from orders issued under long-term contracts, typically three to five years in duration. Our contract backlog provides visibility into stable future revenue and cash flow over a diverse set of contracts.

Highly Skilled Employees and an Experienced Management Team

We deliver our services through a skilled workforce of approximately 2,900 employees. Our senior managers have significant experience with U.S. Federal Government agencies, the U.S. military and federal government contractors. Members of our management team have experience growing businesses both organically and through acquisitions. We believe that the cumulative experience and differentiated expertise of our personnel in our core focus areas, coupled with our sizable employee base, the majority of which hold national security clearances, allows us to qualify for and bid on larger projects in a prime contracting role.

Our Strategy

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

Capitalize on Current Contract Base

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

Expand Product, Solution and Service Offerings Provided to Existing Clients

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

Expand Client and Contract Base

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

Improve Operating Margins

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

Capitalize on Corporate Infrastructure Investments

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

anticipate that, to the extent our revenue grows, we will be able to leverage this infrastructure base and increase our operating margins.

Concentrate on High Value Added Contracts

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

Pursue Strategic Acquisitions

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

Risk Factors

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

Ratio of Earnings to Fixed Charges

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

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

	(In millions, except ratio)					
	Fiscal Year Ended					Three Month Period Ended
	December 31, 2006	December 31, 2007	December 28, 2008	December 27, 2009	December 26, 2010	March 27, 2011
Ratio of Earnings to Fixed Charges	—	—	—	—	1.1	—
Deficiency of Earnings Available to Cover Fixed Charges	$ (26.7)	$ (25.9)	$ (104.7)	$ (37.3)	—	$ (5.0)

Corporate Information

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

Summary of the Terms of the Exchange Offer

On March 25, 2011, Acquisition Co. Lanza Parent, a Delaware corporation and an indirect wholly owned subsidiary of the Company (the "Stage I Issuer"), issued $285.0 million aggregate principal amount of its 10% Senior Secured Notes due 2017 (the "Stage I Notes") pursuant to an indenture, dated as of March 25, 2011, among the Stage I Issuer, the guarantor party thereto and Wilmington Trust FSB ("Wilmington Trust"), as trustee and collateral agent (the "Stage I Indenture"). On April 4, 2011, the Stage I Issuer merged with and into the Company, and the Company assumed all the assets and liabilities of the Stage I Issuer including, pursuant to a supplemental indenture to the Stage I Indenture, all the obligations of the Stage I Issuer under the Stage I Indenture, the Stage I Notes and the Collateral Agreements (as defined in the Stage I Indenture) and (ii) the Company became the issuer of the Stage I Notes under the Stage I Indenture and pledgor under such Collateral Agreements. In addition, on April 15, 2011, the Company redeemed all of the outstanding Stage I Notes by issuing to each holder of Stage I Notes (each, a "Holder" and collectively, the "Holders") in exchange therefor the Original Notes issued by the Company pursuant to the Indenture in a like principal amount. On March 25, 2011, in connection with the issuance of the Stage I Notes, we entered into a registration rights agreement in which we agreed that you, as a holder of unregistered Original Notes, would be entitled to exchange your unregistered Original Notes for Exchange Notes registered under the Securities Act. The exchange offer is intended to satisfy these rights. After the exchange offer is completed, you will no longer be entitled to any registration rights with respect to your Original Notes. The Exchange Notes will be our obligation and will be entitled to the benefits of the Indenture relating to the Exchange Notes. The form and terms of the Exchange Notes are identical in all material respects to the form and terms of the Original Notes, except that the Exchange Notes will:

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

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

The Exchange Offer	We are offering to exchange up to $285,000,000 aggregate principal amount of Exchange Notes for an identical principal amount of Original Notes.
Expiration of the Exchange Offer	The exchange offer will expire at 5:00 p.m., New York City time, on , 2011, unless we extend the exchange offer, in which case the expiration date will mean the latest date and time to which we extend the exchange offer. See "The Exchange Offer—Expiration Date; Extensions; Amendments."

Procedures for Tendering Original Notes Held in the Form of Book-Entry Interests

The Original Notes were issued as global securities and were deposited with Wilmington Trust who holds the Original Notes as the custodian for The Depository Trust Company ("DTC"). Beneficial interests in the Original Notes are held by participants in DTC on behalf of the beneficial owners of the Original Notes. We refer to beneficial interests in notes held by participants in DTC as notes held in book-entry form. Beneficial interests in notes held in book-entry form are shown on, and transfers of the notes can be made only through, records maintained in book-entry form by DTC and its participants.

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

- a computer-generated message transmitted by means of DTC's Automated Tender Offer Program ("ATOP") system that, when received by the exchange agent will form a part of a confirmation of book-entry transfer in which you acknowledge and agree to be bound by the terms of the letter of transmittal; and

- a timely confirmation of book-entry transfer of your Original Notes into the exchange agent's account at DTC, according to the procedure for book-entry transfers described in this prospectus under the heading "The Exchange Offer—Procedures for Tendering."

Procedures for Tendering Original Notes Held in Certificated Form

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

Special Procedures for Beneficial Owners

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

Guaranteed Delivery Procedures	If you are unable to deliver the Original Notes, the letter of transmittal or any other required documents to the exchange agent or comply with the applicable ATOP procedures prior to the expiration date, you may tender your Original Notes according to the guaranteed delivery procedures described in this prospectus under the heading "The Exchange Offer—Guaranteed Delivery Procedures."
Withdrawal Rights	You may withdraw the Original Notes you tendered by furnishing a notice of withdrawal to the exchange agent or by complying with applicable ATOP procedures at any time before 5:00 p.m. New York City time on the expiration date. See "The Exchange Offer—Withdrawal of Tenders."
Acceptance of Original Notes and Delivery of Exchange Notes	If the conditions described under "The Exchange Offer—Conditions" are satisfied, we will accept for exchange any and all Original Notes that are properly tendered and not withdrawn before the expiration date. See "The Exchange Offer—Procedures for Tendering." If we close the exchange offer, the Exchange Notes will be delivered promptly following the expiration date. Otherwise, we will promptly return any Original Notes accepted.
Consequences of Failure to Exchange	If you do not exchange your Original Notes for Exchange Notes, you will continue to be subject to the restrictions on transfer provided in the Original Notes and in the Indenture. In general, the Original Notes may not be offered or sold unless registered under the Securities Act, except pursuant to an exemption from, or in a transaction not subject to, the Securities Act and applicable state securities laws. We do not intend to register the Original Notes under the Securities Act.
Registration Rights	You are entitled to exchange your Original Notes for Exchange Notes with substantially identical terms. This exchange offer satisfies this right. After the exchange offer is completed, you will no longer be entitled to any exchange or registration rights with respect to your Original Notes.
Federal Income Tax Considerations	The exchange of Original Notes for Exchange Notes in the exchange offer will not be a taxable event for U.S. federal income tax purposes. See "The Exchange Offer—Federal Income Tax Consequences" and "Certain U.S. Federal Income Tax Considerations" for a discussion of U.S. federal income tax considerations you should consider before tendering your Original Notes in the exchange offer.
Exchange Agent	Wilmington Trust is serving as exchange agent for the exchange offer. The address for the exchange agent is listed under "The Exchange Offer—Exchange Agent." If you would like more information about the procedures for the exchange offer, you should call the exchange agent at (302) 636-6181. The facsimile number for the exchange agent is (302) 636-4139, Attention: Sam Hamed.

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

The Exchange Notes

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

Issuer	Kratos Defense & Security Solutions, Inc.
Title	$285,000,000 aggregate principal amount of 10% Senior Secured Notes due 2017.
Maturity Date	June 1, 2017.
Interest Rate	We will pay interest on the Exchange Notes at an annual interest rate of 10%.
Interest Payment Dates	We will make interest payments on the Exchange Notes semi-annually in arrears on each December 1 and June 1, beginning December 1, 2011. Interest will accrue from and including June 1, 2011.
Guarantees	The Exchange Notes will be fully and unconditionally guaranteed, jointly and severally, on a senior secured basis by our existing and future domestic restricted subsidiaries (other than discontinued subsidiaries).
Ranking	The Exchange Notes and the guarantees will rank senior in right of payment to all of our and the guarantors' existing and future subordinated indebtedness and equal in right of payment with all of our and the guarantors' existing and future senior indebtedness, including indebtedness under our revolving credit facility (the "Revolver").
Security Interest	The Exchange Notes and the related guarantees will be secured by a lien on substantially all of our and the guarantors' assets, subject to certain exceptions and permitted liens. However, the security interest in such assets (other than real property, plant, equipment, certain intellectual property and the capital stock of our subsidiaries (collectively, the "Notes Priority Collateral")) that secure the Exchange Notes and the Exchange Guarantees will be contractually subordinated to liens thereon that secure the Revolver. The security interest in assets securing the Revolver that consist of Notes Priority Collateral will be contractually subordinated to liens thereon that secure the Exchange Notes.

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

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

RISK FACTORS

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

Risks Related to the Exchange Notes and the Exchange Offer

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

In connection with the Transactions, we incurred an additional $285.0 million of indebtedness and, as of March 27, 2011, have approximately $521.1 million of total indebtedness. As a result of this increased indebtedness, our interest payment obligations have increased significantly. The degree to which we are leveraged could have adverse effects on our business, including the following:

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

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

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

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

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

Our debt service obligations may adversely affect our cash flow.

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

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

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

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

As of March 27, 2011, approximately 4% of our consolidated assets, based on book value, were held by foreign subsidiaries. Our ability to meet our debt service obligations (including those relating to the Exchange Notes) with cash from foreign subsidiaries will depend upon the results of operations of these subsidiaries and may be subject to legal, contractual or other restrictions and other business considerations. In addition, dividend and interest payments to us from the foreign subsidiaries may be subject to foreign withholding taxes, which would reduce the amount of funds we receive from such foreign subsidiaries. Dividends and other distributions from our foreign subsidiaries may also be subject

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

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

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

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

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

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

The Indenture permits liens in favor of third parties to secure certain indebtedness, such as indebtedness incurred under the Revolver (which could exceed $35.0 million in the aggregate), purchase money indebtedness and capital lease obligations, and assets subject to such liens will in certain circumstances be excluded from the collateral securing the Kratos Notes and the Kratos Guarantees. Our ability to incur purchase money indebtedness and capital lease obligations on a secured basis is subject to limitations as described in "Description of the Exchange Notes—Certain Covenants—Limitation on Incurrence of Additional Indebtedness and Issuance of Preferred Stock" and "—Limitation on Liens." Certain of these third party liens rank senior to the liens securing the Kratos Notes. In addition, certain categories of assets are excluded from the collateral securing the Kratos Notes and the Kratos Guarantees and the liens on certain categories of assets are not required to be perfected. Excluded assets include certain contracts, certain equipment, and the assets of any

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

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

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

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

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

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

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

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

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

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

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

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

- with respect to collateral that is capital stock, upon the dissolution of the issuer of such capital stock in accordance with the Indenture governing the Kratos Notes; and

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

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

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

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

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

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

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

The Kratos Notes and the Kratos Guarantees will be secured by a pledge of the stock of some of our subsidiaries. Under the SEC regulations in effect as of the date of this prospectus, if the par value, book value as carried by us or market value (whichever is greatest) of the capital stock, other securities or similar items of a subsidiary pledged as part of the collateral to secure such Kratos Notes is greater than or equal to 20% of the aggregate principal amount of the Kratos Notes then outstanding, such a subsidiary would be required to provide separate financial statements to the SEC. Therefore, the Indenture and the related collateral documents provide that any capital stock and other securities of our subsidiaries will be excluded from the collateral to the extent that the pledge of such capital stock would cause such companies to be required to file separate financial statements with the SEC pursuant to Rule 3-16 of Regulation S-X (as in effect from time to time).

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

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

The right of the collateral agent for the Exchange Notes to repossess and dispose of the collateral securing the Exchange Notes upon acceleration is likely to be significantly impaired by U.S. federal bankruptcy law if bankruptcy proceedings are commenced by or against us prior to or possibly even after the collateral agent has repossessed and disposed of the collateral. Under the U.S. Bankruptcy Code, a secured creditor, such as the collateral agent for the Exchange Notes, is prohibited from repossessing its security from a debtor in a bankruptcy case, or from disposing of security repossessed from a debtor, without bankruptcy court approval. Moreover, bankruptcy law permits the debtor to continue to retain and to use collateral, and the proceeds, products, rents or profits of the collateral, even though the debtor is in default under the applicable debt instruments; *provided* that the secured creditor is given "adequate protection." The meaning of the term "adequate protection" may vary according to circumstances, but it is intended in general to protect the value of the secured creditor's interest in the collateral and may include cash payments or the granting of additional security, if and at such time as the court in its discretion determines, for any diminution in the value of the collateral as a result of the stay of repossession or disposition or any use of the collateral by the debtor during the pendency of the bankruptcy case. In view of the broad discretionary powers of a bankruptcy court, it is impossible to predict how long payments under the Exchange Notes could be delayed following commencement of a bankruptcy case, whether or when the collateral agent would repossess or dispose of the collateral, or whether or to what extent holders of the Exchange Notes would be compensated for any delay in payment of loss of value of the collateral through the requirements of "adequate protection." Furthermore, in the event the bankruptcy court determines that the value of the collateral is not sufficient to repay all amounts due on the Exchange Notes, the holders of the Exchange Notes would have "under-secured claims" as to the difference. Federal bankruptcy laws do not permit the payment or accrual of interest, costs and attorneys' fees for "under-secured claims" during the debtor's bankruptcy case. Additionally, the collateral agent's ability to foreclose on the collateral on your behalf may be subject to the consent of third parties, prior liens and practical problems associated with the realization of the trustee's security interest in the collateral. Moreover, the debtor or trustee in a

bankruptcy case may seek to void an alleged security interest in collateral for the benefit of the bankruptcy estate. It may successfully do so if the security interest is not properly perfected or was perfected within a specified period of time (generally 90 days) prior to the initiation of such proceeding. Under such circumstances, a creditor may hold no security interest and be treated as holding a general unsecured claim in the bankruptcy case. It is impossible to predict what recovery (if any) would be available for such an unsecured claim if we became a debtor in a bankruptcy case. While U.S. bankruptcy law generally invalidates provisions restricting a debtor's ability to assume and/or assign a contract, there are exceptions to this rule which could be applicable in the event that we become subject to a U.S. bankruptcy proceeding.

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

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

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

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

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

such Exchange Guarantee to such guarantor's other debt. In that event, such Exchange Guarantee would be structurally subordinated to all of such guarantor's other debt.

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

Any future pledge of collateral may be avoidable in bankruptcy.

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

The collateral is subject to casualty risks.

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

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

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

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

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

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

It may be difficult for you to sell your Original Notes that are not exchanged in the exchange offer. The Original Notes may not be offered or sold unless they are registered or there are exemptions from the registration requirements under the Securities Act and applicable state securities laws. If you do not tender your Original Notes or if we do not accept some of your Original Notes, those notes will continue to be subject to the transfer and exchange restrictions in:

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

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

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

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

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

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

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

Securities Act and must comply with the registration and prospectus delivery requirements of the Securities Act in connection with any resale transaction. Holders that are required to comply with the registration and prospectus delivery requirements may face additional burdens on the transfer of their Exchange Notes and could incur liability for failure to comply with applicable requirements.

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

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

Other Risks Related to Kratos

The entire Federal Government is currently operating under the authority of a Continuing Resolution for the fiscal year ending September 30, 2011, and has suspended certain federal retirement fund payments to finance the nation's general obligations. The failure of the Federal Government to pass a new appropriations bill, extend the Continuing Resolution or increase the nation's debt ceiling could result in a shut down of the government for all nonessential Federal Government services. A shut down of the government for all nonessential Federal Government services could cause the government, government agencies or prime contractors that use Kratos as a subcontractor, to reduce their purchases under existing contracts, to exercise their rights to terminate contracts at-will, to abstain from exercising options to renew contracts, to delay or refrain from making new contract awards, or to delay the payment of Kratos' invoices, any of which could have an adverse effect on Kratos' business, financial condition and results of operations.

In addition to the foregoing risks, we are, and will continue to be, subject to the risks described in our Annual Report on Form 10-K for the year ended December 26, 2010 and in our subsequent reports on Forms 10-Q and 8-K and other filings with the SEC. All such reports are or will be filed with the SEC and are incorporated by reference into this prospectus. See the section entitled "Where You Can Find More Information" beginning on page 102.

SELECTED HISTORICAL CONSOLIDATED FINANCIAL DATA

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

You should read the selected historical consolidated financial data below together with "Management's Discussion and Analysis of Financial Condition and Results of Operations" and with the consolidated financial statements and notes to the consolidated financial statements for the year ended December 26, 2010, included in our Annual Report on Form 10-K, and for the three months ended March 27, 2011, included in our Quarterly Report on Form 10-Q, each of which has been filed

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

	Fiscal Year Ended					Three Months Ended (unaudited)	
	December 31, 2006	December 31, 2007	December 28, 2008	December 27, 2009	December 26, 2010	March 28, 2010	March 27, 2011
	(All amounts except per share data in millions)						
Consolidated Statements of Operations Financial Data:							
Revenue	$ 138.2	$ 180.7	$ 286.2	$ 334.5	$ 408.5	$ 68.7	$ 122.8
Gross profit	26.2	29.7	58.2	69.3	90.0	15.3	27.4
Operating income (loss) from continuing operations	(25.9)	(23.6)	(93.2)	(27.0)	23.1	3.6	1.4
Provision (benefit) for income taxes	14.5	1.3	(0.7)	1.0	(12.7)	0.3	(1.2)
Income (loss) from continuing operations	(41.2)	(27.2)	(104.0)	(38.3)	14.6	(0.4)	(3.8)
Income (loss) from discontinued operations	(16.7)	(13.6)	(7.1)	(3.2)	(0.1)	0.6	0.3
Net income (loss)	$ (57.9)	$ (40.8)	$ (111.1)	$ (41.5)	$ 14.5	$ 0.2	$ (3.5)
Income (loss) from continuing operations per common share							
Basic	$ (5.56)	$ (3.67)	$ (11.18)	$ (2.76)	$ 0.88	$ (0.02)	$ (0.18)
Diluted	$ (5.56)	$ (3.67)	$ (11.18)	$ (2.76)	$ 0.87	$ (0.02)	$ (0.18)
Income (loss) from discontinued operations per common share							
Basic	$ (2.26)	$ (1.84)	$ (0.77)	$ (0.23)	$ (0.01)	$ 0.04	$ 0.01
Diluted	$ (2.26)	$ (1.84)	$ (0.77)	$ (0.23)	$ (0.01)	$ 0.04	$ 0.01
Net income (loss) per common share							
Basic	$ (7.82)	$ (5.51)	$ (11.95)	$ (2.99)	$ 0.87	$ 0.02	$ (0.17)
Diluted	$ (7.82)	$ (5.51)	$ (11.95)	$ (2.99)	$ 0.86	$ 0.02	$ (0.17)
Weighted average shares							
Basic	7.4	7.4	9.3	13.9	16.6	15.9	21.3
Diluted	7.4	7.4	9.3	13.9	16.9	15.9	21.3

	As of					As of (unaudited)	
	December 31, 2006	December 31, 2007	December 28, 2008	December 29, 2009	December 26, 2010	March 28, 2010	March 27, 2011
	(all amounts in millions)						
Consolidated Balance Sheet Data:							
Cash and cash equivalents	$ 5.6	$ 8.9	$ 3.7	$ 9.9	$ 10.8	$ 6.3	$ 45.5
Working capital	(3.8)	23.4	35.0	37.1	65.8	35.5	242.6
Total assets	337.7	335.3	312.4	241.6	536.1	225.9	983.4
Short-term debt	51.4	2.7	6.1	4.7	0.6	6.2	3.6
Long-term debt	—	74.0	76.9	51.6	226.1	48.3	517.5
Total stockholders' equity	$ 187.1	$ 167.2	$ 146.9	$ 124.9	$ 169.9	$ 126.2	$ 247.9

USE OF PROCEEDS

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

THE EXCHANGE OFFER

Purpose and Effect of the Exchange Offer

On March 25, 2011, the Stage I Issuer issued $285.0 million aggregate principal amount of the Stage I Notes pursuant to the Stage I Indenture. In connection with the purchase and sale of the Stage I Notes, we entered into a registration rights agreement with the initial purchasers of the Stage I Notes. On April 4, 2011, (i) the Stage I Issuer merged with and into the Company, and the Company assumed all the assets and liabilities of the Stage I Issuer including, pursuant to a supplemental indenture to the Stage I Indenture, all the obligations of the Stage I Issuer under the Stage I Indenture, the Stage I Notes and the related Collateral Agreements and (ii) the Company became the issuer of the Stage I Notes under the Stage I Indenture and pledgor under such Collateral Agreements. In addition, on April 15, 2011, the Company redeemed all of the outstanding Stage I Notes by issuing to each Holder in exchange therefor the Original Notes issued by the Company pursuant to the Indenture in a like principal amount.

Resale of the Exchange Notes

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

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

Each broker-dealer that receives Exchange Notes for its own account in exchange for Original Notes, which the broker-dealer acquired as a result of market-making activities or other trading activities, must acknowledge that it will deliver a prospectus in connection with any resale of the Exchange Notes. The letter of transmittal for use in connection with any such resale will state that by so acknowledging and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act. A broker-dealer may use this prospectus, as it may be amended or supplemented from time to time, in connection with resales of Exchange Notes

received in exchange for Original Notes which the broker-dealer acquired as a result of market-making or other trading activities.

Terms of the Exchange Offer

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

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

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

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

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

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

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

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

As of the date of this prospectus, $285.0 million aggregate principal amount of the Original Notes was outstanding. In connection with the issuance of the Original Notes, we arranged for the Original Notes to be issued and transferable in book-entry form through the facilities of DTC, acting as depositary. The Exchange Notes will also be issuable and transferable in book-entry form through DTC.

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

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

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

Holders who tender Original Notes in the exchange offer will not be required to pay brokerage commissions or fees or, except as described in the following sentence, transfer taxes related to the exchange of Original Notes in the exchange offer. If you instruct us to register Exchange Notes in the name of, or request that Original Notes not tendered or not accepted in the exchange offer be returned to, a person other than you, you will be responsible for the payment of any applicable transfer

tax. We will pay all charges and expenses, other than applicable taxes, in connection with the exchange offer. See "—Solicitation of Tenders; Fees and Expenses."

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

Expiration Date; Extensions; Amendments

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

We expressly reserve the right, in our sole discretion:

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

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

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

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

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

Interest on the Exchange Notes

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

tender. We will pay interest on the Exchange Notes twice a year, on December 1st and June 1st, beginning December 1, 2011.

Procedures for Tendering

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

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

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

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

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

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

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

If you desire to tender Original Notes held in book-entry form with DTC, the exchange agent must receive, prior to 5:00 p.m. New York City time on the expiration date, at its address set forth in this prospectus, a confirmation of book-entry transfer of the Original Notes into the exchange agent's account at DTC, which is referred to in this prospectus as a "book-entry confirmation," and an agent's message transmitted pursuant to DTC's ATOP procedures. In lieu of transmitting an agent's message pursuant to DTC's ATOP procedures, you may deliver to the exchange agent, prior to 5:00 p.m. New York City time on the expiration date, at the address set forth in this prospectus, a properly completed and validly executed letter of transmittal, or manually signed facsimile thereof, together with any signature guarantees and other documents required by the instructions in the letter of transmittal.

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

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

- certificates for tendered Original Notes.

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

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

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

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

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

Determinations of Validity. All questions as to the validity, form, eligibility, including time of receipt, acceptance and withdrawal of the tendered Original Notes will be determined by us in our sole discretion. This determination will be final and binding. We reserve the absolute right to reject any and all Original Notes not properly tendered or any Original Notes our acceptance of which would, in the opinion of our counsel, be unlawful. We also reserve the absolute right to waive any irregularities or conditions of tender as to particular Original Notes. Our interpretation of the terms and conditions of the exchange offer, including the instructions in the letter of transmittal, will be final and binding on all parties. Unless waived, any defects or irregularities in connection with tenders of Original Notes must

be cured within the time we shall determine. Although we intend to notify holders of defects or irregularities related to tenders of Original Notes, neither we, the exchange agent nor any other person shall be under any duty to give notification of defects or irregularities related to tenders of Original Notes, nor shall any of us incur liability for failure to give notification. Tenders of Original Notes will not be considered to have been made until the irregularities have been cured or waived. Any Original Notes received by the exchange agent that we determine are not properly tendered or the tender of which is otherwise rejected by us and as to which the defects or irregularities have not been cured or waived by us will be returned by the exchange agent to the tendering holder unless otherwise provided in the letter of transmittal, promptly following the expiration date.

Guaranteed Delivery Procedures

Holders who wish to tender their Original Notes and:

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

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

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

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

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

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

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

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

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

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

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

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

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

Withdrawal of Tenders

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

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

Any notice of withdrawal must:

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

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

Conditions

The exchange offer is subject only to the following conditions:

- the compliance of the exchange offer with applicable law, any applicable policy or interpretation of the Staff of the SEC;
- the proper tender of the Original Notes; and
- the representation by each holder of the Original Notes (i) that any Exchange Notes to be received by it will be acquired in the ordinary course of its business; (ii) that, at the time of the

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

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

Exchange Agent

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

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

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

Solicitation of Tenders; Fees and Expenses

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

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

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

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

Accounting Treatment

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

Federal Income Tax Consequences

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

Participation in the Exchange Offer; Untendered Notes

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

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

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

DESCRIPTION OF THE EXCHANGE NOTES

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

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

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

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

Brief Description of the Notes and the Guarantees

The Notes. The Notes:

- are senior secured obligations of the Company;
- rank equally in right of payment with all other senior obligations of the Company, including all borrowings under our Credit Agreement and the Initial Notes, and senior in right of payment to all Indebtedness that by its terms is subordinated to the Notes;
- pursuant to the Intercreditor Agreement, are secured by a Lien on the Notes Priority Collateral of the Company that is contractually senior to the Lien thereon that secures the Credit Agreement, subject to Permitted Liens;
- pursuant to the Intercreditor Agreement, are secured by a Lien on the Credit Facility Priority Collateral of the Company that is contractually subordinated to a Lien thereon that secures the Credit Agreement, subject to Permitted Liens;
- are effectively junior to the Company's obligations under the Credit Agreement, to the extent of the value of the Credit Facility Priority Collateral of the Company securing such obligations, and effectively senior to the Company's obligations under Indebtedness secured on a junior priority basis by Liens on the Notes Priority Collateral of the Company to the extent of the value of the Notes Priority Collateral of the Company; and

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

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

- a senior secured obligation of such Guarantor;
- ranked equally in right of payment with all other senior obligations of such Guarantor, including all of such Guarantor's obligations under the Credit Agreement and its Initial Guarantee, and senior in right of payment to all Indebtedness that by its terms is subordinated to the Guarantee of such Guarantor;
- pursuant to the Intercreditor Agreement, secured by a Lien on the Notes Priority Collateral of such Guarantor that is contractually senior to a Lien thereon that secures the Credit Agreement, subject to Permitted Liens;
- pursuant to the Intercreditor Agreement, secured by a Lien on the Credit Facility Priority Collateral of such Guarantor that is contractually subordinated to a Lien thereon that secures the Credit Agreement, subject to Permitted Liens; and
- effectively junior to such Guarantor's obligations under the Credit Agreement, to the extent of the value of the Credit Facility Priority Collateral of such Guarantor securing such obligations, and effectively senior to such Guarantor's obligations under Indebtedness secured on a junior priority basis by Liens on the Notes Priority Collateral of such Guarantor to the extent of the value of such Notes Priority Collateral.

Principal, Maturity and Interest

The Company will issue up to an aggregate of $285.0 million in Exchange Notes in the exchange offer. The Company may issue Additional Notes from time to time, subject to the limitations set forth under "—Certain Covenants—Limitation on Incurrence of Additional Indebtedness and Issuance of Preferred Stock."

The Notes will mature on June 1, 2017.

Interest on the Notes accrues at the rate of 10% per annum and is due and payable semiannually in cash on each of June 1 and December 1, commencing on June 1, 2011, to the Persons who are registered Holders at the close of business on each of May 15 and November 15 immediately preceding the applicable interest payment date. Interest on the Notes accrues from the most recent date to which interest has been paid or, if no interest has been paid, from and including December 1, 2010. The Company will pay interest on overdue principal of and premium, if any, on the Notes at 1% per annum in excess of the above rate and will pay interest on overdue installments of interest at such increased rate to the extent lawful. Interest is computed on the basis of a 360-day year comprised of twelve 30-day months.

Collateral

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

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

"Excluded Assets" include:

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

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

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

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

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

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

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

(8) any Capital Stock or other securities of the Company's Subsidiaries to the extent that the pledge of such securities results in the Company being required to file separate financial statements of such Subsidiary with the SEC, but only to the extent necessary for the Company not to be subject to such requirement and only for so long as such requirement is in existence;

provided that neither the Company nor any of its Subsidiaries shall take any action in the form of a reorganization, merger or other restructuring a principal purpose of which is to provide for the release of the Lien on any securities pursuant to this clause;

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

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

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

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

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

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

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

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

Intercreditor Agreement

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

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

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

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

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

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

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

Exercise of Remedies in Respect of Notes Priority Collateral. So long as the Discharge of Indenture Obligations has not occurred, whether or not any insolvency or liquidation proceeding has been commenced by or against the Company or any Guarantor, (a) the Administrative Agent and the Credit Facility Claim Holders will not exercise or seek to exercise any rights or remedies (including set-off) with respect to any Notes Priority Collateral that secures any Credit Facility Claims, institute any action or proceeding with respect to such rights or remedies (including any action of foreclosure), contest, protest or object to any foreclosure proceeding or action brought by the Collateral Agent, the Trustee or any Holder, the exercise of any right under any Credit Facility Document or any lockbox agreement, control agreement, blocked account agreement, landlord waiver or bailee's letter or similar agreement or arrangement to which the Administrative Agent or any Credit Facility Claim Holder is a party relating to any Notes Priority Collateral, or any other exercise by any such Person, of any rights and remedies relating to the Notes Priority Collateral under the Indenture Documents or otherwise, or object to the forbearance by the Holders from bringing or pursuing any foreclosure proceeding or action or any other exercise of any rights or remedies relating to the Notes Priority Collateral, and (b) subject to certain limitations contained in the Intercreditor Agreement, the Collateral Agent, the Trustee and the Holders have the exclusive right to enforce rights, exercise remedies (including set-off and the right to credit bid their debt) and make determinations regarding the release, disposition, or restrictions with respect to the Notes Priority Collateral without any consultation with or the consent of the Administrative Agent or any Credit Facility Claim Holder; *provided*, *however*, that (i) in any insolvency or liquidation proceeding commenced by or against the Company or any Guarantor, the Administrative Agent may file a proof of claim or statement of interest with respect to the Credit Facility Claims, subject to certain limitations contained in the Intercreditor Agreement, (ii) the

Administrative Agent may take any action (not adverse to the prior Liens on the Notes Priority Collateral that secures the Credit Facility Claims, or the rights of the Collateral Agent, the Trustee or the Holders to exercise remedies in respect thereof) in order to preserve or protect its Lien on such Notes Priority Collateral so long as such action is consistent with the terms and limitations on the Administrative Agent and the Credit Facility Claim Holders imposed by the Intercreditor Agreement, and (iii) the Administrative Agent may take any action to foreclose upon any such Notes Priority Collateral so long as (1) 270 days have elapsed from the date that the Administrative Agent has given written notice to the Collateral Agent of the occurrence of an Event of Default under and as defined in the Credit Facility Documents (and so long as at the time such notice is given an Event of Default under and as defined in the Indenture Documents has occurred and is continuing), (2) the Collateral Agent is not diligently pursuing in good faith the exercise of its enforcement rights or remedies against such Notes Priority Collateral at the end of such 270-day period, and (3) the proceeds received by the Administrative Agent or any Credit Facility Claim Holder in connection with such foreclosure action by the Administrative Agent is applied pursuant to "—Application of Proceeds;" *provided further* that, to the extent the Collateral Agent, the Trustee or the Holders are stayed or otherwise prohibited by law from exercising such rights or remedies in respect of the relevant Notes Priority Collateral during such 270-day period, then the foregoing 270-day period will be automatically extended by the number of days of such stay or prohibition.

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

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

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

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

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

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

Application of Proceeds. So long as the Discharge of Credit Facility Claims has not occurred, the Credit Facility Priority Collateral or proceeds thereof (or amounts in respect thereof) received in connection with the sale or other disposition of, or collection on, such Credit Facility Priority Collateral upon the exercise of remedies (or in respect of any Credit Facility Priority Collateral in the event of the occurrence of an insolvency or liquidation proceeding with respect to the Company or any Guarantor), shall be applied in the following order: *first*, to the payment of (a) the costs and expenses incurred by the Administrative Agent in connection with the Credit Agreement or the costs and expenses otherwise payable under the Credit Agreement, and (b) the costs and expenses specifically incurred by the Collateral Agent in connection with such sale or other disposition or collection relating to such Credit Facility Priority Collateral by the Collateral Agent on the Credit Facility Priority Collateral that is permitted pursuant to "Exercise of Remedies in Respect of Credit Facility Priority Collateral," until all such costs and expenses as set forth in clauses (a) and (b) hereof shall have been paid in full in cash; *provided* that, notwithstanding anything in this clause to the contrary, in no event shall proceeds of Credit Facility Priority Collateral collected prior to the commencement of such sale, disposition or collection by the Collateral Agent, be used to pay (i) costs and expenses of the Collateral Agent pursuant to this clause, or (ii) costs and expenses incurred prior to such date of commencement; *second*, by the Administrative Agent to the Credit Facility Claims in such order as specified in the relevant Credit Facility Documents (or, if an order is not specified in the Credit Facility Documents, in such order determined by the Administrative Agent in its sole discretion) until the Discharge of Credit Facility Claims has occurred; *third*; by the Collateral Agent to the Indenture Obligations in such order

as specified in the Indenture until the Discharge of Indenture Obligations has occurred; *fourth*, by the Administrative Agent and the Collateral Agent to the Excess Credit Facility Claims and the Excess Indenture Obligations, respectively, on a pro rata basis until all such Obligations have been paid in full in cash; and *fifth*, to the Company or applicable Guarantor, or its successors or assigns, or to whosoever may be lawfully entitled to receive the same or as a court of competent jurisdiction may direct, of any surplus then remaining from such proceeds.

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

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

Release of Liens. If in connection with (a) the exercise of the Administrative Agent's remedies in respect of the Credit Facility Priority Collateral or (b) any sale, lease, exchange, transfer or other disposition of any Credit Facility Priority Collateral that, with respect to this clause (b), is both permitted or not prohibited under (i) the terms of the Credit Facility Documents (whether or not an "event of default" thereunder, and as defined therein, has occurred and is continuing) and (ii) the terms of the Indenture, the Administrative Agent, on behalf of itself and the Credit Facility Claim

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

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

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

The Collateral Agent, on behalf of itself, the Trustee and the Holders, agree that none of them shall contest (or support any other Person contesting): (a) any request by the Administrative Agent or the Credit Facility Claim Holders for adequate protection; or (b) any objection by the Administrative Agent or the Credit Facility Claim Holders to any motion, relief, action or proceeding based on the Administrative Agent or the Credit Facility Claim Holders claiming a lack of adequate protection, in each case, in respect of the Credit Facility Priority Collateral. Notwithstanding the foregoing, in any insolvency or liquidation proceeding, (i) if the Credit Facility Claim Holders (or any subset thereof) are granted adequate protection in the form of additional collateral in connection with any DIP Financing

or use of cash collateral under Section 363 or Section 364 of Title 11 of the United States Code or any similar bankruptcy law, then the Collateral Agent, on behalf of itself, the Trustee or any of the Holders, may seek or request adequate protection in the form of a replacement Lien on such additional collateral, which Lien, if any, on any assets not constituting Notes Priority Collateral or not of the type constituting Notes Priority Collateral shall be subordinated to the Liens securing the Credit Facility Claims and such DIP Financing (and all Obligations relating thereto) on the same basis as the other Liens on the Credit Facility Priority Collateral that secures the Indenture Obligations are so subordinated to the Liens thereon that secures the Credit Facility Claims under the Intercreditor Agreement, and (ii) in the event the Collateral Agent, on behalf of itself, the Trustee and the Holders, seeks or requests adequate protection and such adequate protection is granted in the form of additional collateral that does not constitute Notes Priority Collateral or is not of the type constituting Notes Priority Collateral, then the Collateral Agent, on behalf of itself, the Trustee or any of the Holders, agrees that the Administrative Agent shall also be granted a senior Lien on such additional collateral as security for the Credit Facility Claims and any such DIP Financing and that any Lien on such additional collateral securing the Indenture Obligations shall be subordinated to the Liens on such collateral securing the Credit Facility Claims and any such DIP Financing (and all Obligations relating thereto) and any other Liens granted to the Credit Facility Claim Holders as adequate protection on the same basis as the other Liens on the Credit Facility Priority Collateral that secures the Indenture Obligations are so subordinated to the Liens thereon that secures such Credit Facility Claims under the Intercreditor Agreement.

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

Asset Dispositions in an Insolvency or Liquidation Proceeding. None of the Collateral Agent, the Trustee or any Holder shall, in an insolvency or liquidation proceeding or otherwise, oppose any sale or

disposition of any assets of the Company or any Guarantor made in accordance with certain limitations set forth in the Intercreditor Agreement solely consisting of any Credit Facility Priority Collateral that is supported by the Credit Facility Claim Holders, and the Collateral Agent, the Trustee and each Holder will be deemed to have consented under Section 363 of Title 11 of the United States Code (and otherwise) to any sale supported by the Credit Facility Claim Holders and to have released their Liens in such assets. Neither the Administrative Agent nor any Credit Facility Claim Holder shall, in an insolvency or liquidation proceeding or otherwise, oppose any sale or disposition of any assets of the Company or any Guarantor solely consisting of any Notes Priority Collateral that is supported by the requisite Holders (as determined in accordance with the Indenture) and the Administrative Agent and each Credit Facility Claim Holder will be deemed to have consented under Section 363 of Title 11 of the United States Code (and otherwise) to any sale supported by the Holders and to have released their Liens in such assets.

Purchase Option. Upon the occurrence and during the continuance of (a) the acceleration prior to maturity of all or any portion of the Indebtedness then outstanding under the Credit Agreement, (b) the exercise of any remedy with respect to Liens on the Common Collateral by the Administrative Agent, (c) a default in any scheduled payment of principal, premium, if any, interest or fees under the Indenture or the Credit Agreement that remains uncured or unwaived for a period of 30 days in the aggregate, or (d) the commencement of an insolvency or liquidation proceeding, the Holders may, at their sole expense and effort, upon notice from the Collateral Agent at the direction of such Holders to the Company and the Administrative Agent, irrevocably require the Credit Facility Claim Holders to transfer and assign to the Holders, without warranty or representation or recourse (other than the representation or warranty that such Credit Facility Claims are being transferred without any Lien created by the Credit Facility Claim Holders), all (but not less than all) of the Credit Facility Claims and all rights of the Credit Facility Claim Holders under the Credit Facility Documents with respect to the Credit Facility Claims; *provided* that (x) the Administrative Agent and the Credit Facility Claim Holders shall retain all rights to be indemnified or to be held harmless by the Company and the Guarantors in accordance with the terms of the Credit Facility Documents, (y) such assignment shall not conflict with any law, rule or regulation or order of any court or other governmental authority having jurisdiction, and (z) the Holders shall have paid to the Administrative Agent, for the account of the Credit Facility Claim Holders, in immediately available funds, an amount equal to 100% of the principal of such Indebtedness (including Credit Facility Hedging Obligations, Protective Advance Obligations and Credit Facility Cash Management Obligations) *plus* all accrued and unpaid interest thereon *plus* all accrued and unpaid fees (including, without limitation, reasonable attorney's fees and costs) including any breakage costs and expenses (other than any other fees that become due as a result of the prepayment of the loans and other advances under, or early termination of, the Credit Agreement (such fees are referred to hereinafter as "Termination Fees")) *plus* all the other Credit Facility Claims then outstanding (which shall include, with respect to the aggregate face amount of the letters of credit outstanding under the Credit Agreement, an amount in cash equal to 105% thereof). In order to effectuate the foregoing, the Administrative Agent shall provide an estimated calculation, upon the written request of the Holders submitted through the Collateral Agent from time to time (but in no event more than twice in any calendar month), the amount in cash that would be necessary to so purchase the Credit Facility Claims. If the purchase option is exercised: (a) the parties shall endeavor to close promptly thereafter but in any event within 10 business days of the notice thereof, (b) such purchase of the Credit Facility Claims shall be exercised pursuant to documentation mutually acceptable to each of the Administrative Agent and the Holders purchasing such claims, and (c) such Credit Facility Claims shall be purchased pro rata among the Holders giving notice to the Collateral Agent of their intent to exercise the purchase option hereunder according to such Holders' portion of the Indenture Obligations outstanding on the date of purchase. Notwithstanding anything to the contrary herein, if, at any time following the consummation of such transfer and assignment and the occurrence of the Discharge of Credit Facility Claims and the Discharge of Indenture Obligations

(other than the payment of any fees that become due as a result of the prepayment or termination of the Indenture Obligations), the Holders recover any termination fees prior to the first anniversary of the date of such transfer and assignment is consummated, they shall turn over such fees to the Credit Facility Claim Holders in the form and to the extent received.

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

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

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

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

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

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

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

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

Guarantees

The full and prompt payment of the Company's payment obligations under the Notes and the other Indenture Documents are guaranteed, jointly and severally, by all existing and future, direct and indirect, Domestic Restricted Subsidiaries (other than Discontinued Subsidiaries). Each Guarantor fully and unconditionally guarantees on a senior secured basis (each a "Guarantee" and, collectively, the "Guarantees"), jointly and severally, to each Holder and the Trustee, the full and prompt performance of the Company's Obligations under the Notes and the other Indenture Documents, including the payment of principal of, interest on, premium, if any, and Additional Interest, if any, on the Notes. The Guarantee of each Guarantor ranks senior in right of payment to all existing and future subordinated Indebtedness of such Guarantor and equally in right of payment with all other existing and future senior Indebtedness of such Guarantor. The obligations of each Guarantor are limited to the maximum amount which, after giving effect to all other contingent and fixed liabilities of such Guarantor and after giving effect to any collections from or payments made by or on behalf of any other Guarantor in respect of the obligations of such other Guarantor under its Guarantee or pursuant to its contribution obligations under the Indenture, that result in the obligations of such Guarantor under the Guarantee not constituting a fraudulent conveyance or fraudulent transfer under federal or state law. The net worth of any Guarantor for such purpose shall include any claim of such Guarantor against the Company for reimbursement and any claim against any other Guarantor for contribution. Each Guarantor may consolidate with or merge into or sell its assets to the Company or another Guarantor

without limitation. See "—Certain Covenants—Mergers, Consolidation and Sale of Assets" and "—Limitation on Asset Sales."

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

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

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

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

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

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

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

Redemption

Optional Redemption prior to June 1, 2014. At any time on or prior to June 1, 2014, the Notes may be redeemed or purchased by the Company in whole or in part, at the Company's option, at a price equal to 100% of the principal amount thereof *plus* the Applicable Premium as of, and accrued and unpaid interest and Additional Interest, if any, to the date of redemption or purchase (the "Redemption Date") (subject to the right of holders of record on the relevant record date to receive interest due on the relevant interest payment date). Such redemption or purchase may be made upon notice mailed by first-class mail to each Holder's registered address, not less than 30 nor more than 60 days prior to the Redemption Date.

Optional Redemption on or after June 1, 2014. Except as described above and below, the Notes are not redeemable before June 1, 2014. Thereafter, the Company may redeem the Notes, at its option, in whole or in part, upon not less than 30 nor more than 60 days' notice, at the following redemption

prices (expressed as percentages of the principal amount thereof) if redeemed during the twelve-month period commencing on June 1, of the year set forth below:

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

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

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

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

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

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

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

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

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

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

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

Mandatory Redemption; Offers to Purchase; Open Market Purchases

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

Repurchase upon Change of Control

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

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

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

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

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

Restrictions in the Indenture described herein on the ability of the Company and its Restricted Subsidiaries to incur additional Indebtedness, to grant Liens on its property, to make Restricted Payments and to make Asset Sales may also make more difficult or discourage a takeover of the Company, whether favored or opposed by the management or the Board of Directors of the Company. Consummation of any such Asset Sales in certain circumstances may require redemption or repurchase of the Notes, and there can be no assurance that the Company or the acquiring party will have

sufficient financial resources to effect such redemption or repurchase. Such restrictions and the restrictions on transactions with Affiliates may, in certain circumstances, make more difficult or discourage any leveraged buyout of the Company or any of its Subsidiaries by the management of the Company. While such restrictions cover a wide variety of arrangements that have traditionally been used to effect highly leveraged transactions, the Indenture may not afford the Holders protection in all circumstances from the adverse aspects of a highly leveraged transaction, reorganization, restructuring, merger, recapitalization or similar transaction.

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

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

Certain Covenants

The Indenture contains, among others, the following covenants:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) at least 75% of the consideration received by the Company or the Restricted Subsidiary, as the case may be, from such Asset Sale is in the form of cash or Cash Equivalents and is received at the time of such disposition; *provided* that (a) the amount of any liabilities (as shown on the most recent applicable balance sheet) of the Company or such Restricted Subsidiary (other than liabilities that are by their terms subordinated to the Notes) that are

assumed by the transferee of any such assets shall be deemed to be cash for purposes of this provision so long as the documents governing such liabilities or the assumption thereof provide that there is no further recourse to the Company or any of its Subsidiaries with respect to such liabilities and (b) the Fair Market Value of any marketable securities received by the Company or any such Restricted Subsidiary in exchange for any such assets that are converted into cash or Cash Equivalents within 60 days after the consummation of such Asset Sale shall be deemed to be cash for purposes of this provision; and

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

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

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

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

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

Pending the final application of Net Cash Proceeds, the Company may temporarily reduce revolving credit borrowings or invest such Net Cash Proceeds in Cash Equivalents. On the 361st day after an Asset Sale or such earlier date, if any, as the Board of Directors of the Company or of such Restricted Subsidiary determines not to apply the Net Cash Proceeds relating to such Asset Sale as set forth in clauses (3)(a), (3)(b) or (3)(c) of the preceding paragraph (each, a "Net Proceeds Offer Trigger Date"), such aggregate amount of Net Cash Proceeds which have not been applied on or before such Net Proceeds Offer Trigger Date as permitted in clauses (3)(a), (3)(b) and (3)(c) of the preceding paragraph (each a "Net Proceeds Offer Amount") shall be applied by the Company or such Restricted Subsidiary to make an offer to purchase (the "Net Proceeds Offer") on a date (the "Net Proceeds Offer Payment Date") not less than 30 nor more than 60 days following the applicable Net Proceeds Offer Trigger Date, from all Holders, the maximum principal amount of Notes that may be purchased with the Net Proceeds Offer Amount at a price equal to 100% of the principal amount thereof, *plus* accrued and unpaid interest and Additional Interest thereon, if any, to the date of purchase; *provided*, *however*, that if (x) at any time any non-cash consideration received by the Company or any Restricted Subsidiary of the Company, as the case may be, in connection with any Asset Sale is converted into or sold or otherwise disposed of for cash (other than interest received with respect to any such non-cash consideration), then such conversion or disposition shall be deemed to constitute an Asset Sale

hereunder on the date of such conversion or disposition, as the case may be, and the Net Cash Proceeds thereof shall be applied in accordance with clause (3) of the immediately preceding paragraph and this paragraph and (y) any Net Cash Proceeds are not applied by the date provided in any definitive and binding agreement described under clause (3)(b) of the immediately preceding paragraph (as such date may be extended in accordance with the terms of such definitive agreement, but in any event, to a date no later than 180 days following such 361st date), such date (as extended, if applicable) shall immediately be deemed to be a "Net Proceeds Trigger Date" and the aggregate amount of such Net Cash Proceeds not applied in accordance with clause (3)(a), (3)(b) or (3)(c), as applicable, by such date shall immediately be deemed to be the "Net Proceeds Offer Amount," and such aggregate amount shall be subject to a Net Proceeds Offer and such Net Cash Proceeds shall be applied in accordance with this paragraph.

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

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

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

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

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

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

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

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

(a) applicable law, rule or regulation;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Merger, Consolidation and Sale of Assets. The Company will not, in a single transaction or series of related transactions, consolidate or merge with or into any Person, or sell, assign, transfer, lease, convey or otherwise dispose of (or cause or permit any Restricted Subsidiary of the Company to sell, assign, transfer, lease, convey or otherwise dispose of) all or substantially all of the Company's assets (determined on a consolidated basis for the Company and the Company's Restricted Subsidiaries) whether as an entirety or substantially as an entirety to any Person unless:

(1) either:

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

(b) the Person (if other than the Company) formed by such consolidation or into which the Company is merged or the Person which acquires by sale, assignment, transfer, lease,

conveyance or other disposition the properties and assets of the Company and of the Company's Restricted Subsidiaries substantially as an entirety (the "Surviving Entity"):

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

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

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

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

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

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

The Indenture provides that upon any consolidation, combination or merger or any transfer of all or substantially all of the assets of the Company in accordance with the foregoing, in which the Company is not surviving or the continuing corporation, the successor Person formed by such consolidation or into which the Company is merged or to which such conveyance, lease or transfer is made shall succeed to, and be substituted for, and may exercise every right and power of, the Company

under the Indenture and the Notes with the same effect as if such surviving entity had been named as such. Upon such substitution, the Company and any Guarantors that remain Subsidiaries of the Company shall be released from their obligations under the Indenture and the Guarantees.

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

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

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

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

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

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

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

Limitations on Transactions with Affiliates. (a) The Company will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly, enter into or permit to exist any transaction or series of related transactions (including, without limitation, the purchase, sale, lease or exchange of any property or the rendering of any service) with, or for the benefit of, any of its Affiliates (each an "Affiliate Transaction"), other than

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

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

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

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

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

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

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

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

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

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

Additional Subsidiary Guarantees. If (a) the Company or any of its Restricted Subsidiaries acquires or creates another Domestic Restricted Subsidiary after May 19, 2010 (other than a Discontinued Subsidiary) or (b) if any Domestic Restricted Subsidiary that was a Discontinued Subsidiary is no longer a Discontinued Subsidiary, then the Company shall cause such Domestic Restricted Subsidiary to:

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

(2) take such actions necessary or advisable to grant to the Collateral Agent for the benefit of the Holders a perfected security interest in the assets of such new Domestic Restricted Subsidiary of the type that would constitute Collateral (which for the avoidance of doubt shall not include any Excluded Assets), subject to the Permitted Liens, including the filing of Uniform

Commercial Code financing statements in such jurisdictions as may be required by the Security Agreement or by law;

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

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

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

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

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

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

(3) the Company shall deliver to the Collateral Agent, with respect to each of the covered Premises, the most recent survey of such Premises, together with either (i) an updated survey certification in favor of the Trustee and the Collateral Agent from the applicable surveyor stating that, based on a visual inspection of the property and the knowledge of the surveyor, there has been no change in the facts depicted in the survey or (ii) an affidavit from the Company and the Guarantors stating that there has been no change, other than, in each case, changes that do not materially adversely affect the use by the Company or Guarantor, as applicable, of such Premises for the Company or such Guarantor's business as so conducted, or intended to be conducted, at such Premises.

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

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

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

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

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

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

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

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

Events of Default

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

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

(2) the failure to pay the principal of or premium, if any, on any Notes, when such principal or premium becomes due and payable, at maturity, upon optional redemption, upon required

offer to purchase (including a default in payment resulting from the failure to make a required offer to purchase), upon acceleration or otherwise;

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

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

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

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

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

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

(9) any Guarantee of a Significant Subsidiary or any group of Domestic Restricted Subsidiaries that, taken together, would constitute a Significant Subsidiary ceases to be in full force and effect or any Guarantee of a Significant Subsidiary or any group of Domestic Restricted Subsidiaries that, taken together, would constitute a Significant Subsidiary is declared by a court of competent jurisdiction to be null and void and unenforceable or any Guarantee of a Significant Subsidiary or any group of Domestic Restricted Subsidiaries that, taken together, would constitute a Significant Subsidiary is found by a court of competent jurisdiction to be

invalid or any Guarantor denies its liability under its Guarantee (other than by reason of release of a Guarantor in accordance with the terms of the Indenture); or

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

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

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

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

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

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

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

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

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

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

The Holders of a majority in principal amount of the Notes (which includes the Initial Notes and Additional Notes, if any) may waive any existing Default or Event of Default under the Indenture, and

its consequences, except a default in the payment of the principal of or premium, if any, interest or Additional Interest, if any, on any Notes.

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

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

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

Legal Defeasance and Covenant Defeasance

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

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

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

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

(4) the Legal Defeasance provisions of the Indenture.

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

In order to exercise either Legal Defeasance or Covenant Defeasance:

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

if any, on the Notes on the stated date for payment thereof or on the applicable redemption date, as the case may be;

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

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

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

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

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

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

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

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

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

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

Satisfaction and Discharge

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

(1) either:

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

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

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

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

Modification of the Indenture

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Governing Law

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

The Trustee

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

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

Certain Definitions

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

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

"Additional Notes" means all 10% Senior Secured Notes due 2017 that are not Exchange Notes issued after May 19, 2010 (other than pursuant to Sections 2.06. 2.07, 2.10 and 3.06 of the Indenture) from time to time in accordance with the Indenture, including, without limitation, the provisions of Section 2.02 of the Indenture.

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

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

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

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

(B) the principal amount of such Note on such Redemption Date. Calculation of the Applicable Premium will be made by the Company or on behalf of the Company by such Person as the Company shall designate.

"Asset Acquisition" means:

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

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

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

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

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

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

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

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

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

(d) the sale of Cash Equivalents;

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

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

"Attributable Debt" in respect of a sale and leaseback transaction occurring on or after the date of the Indenture means, at the time of determination, the present value (discounted at the rate of interest implicit in such transaction, determined in accordance with GAAP) of the obligation of the lessee for net rental payments during the remaining term of the lease included in such sale and leaseback transaction (including any period for which such lease has been extended); *provided*, *however*, if such sale and leaseback transaction results in a Capitalized Lease Obligation, the amount of Indebtedness represented thereby will be determined in accordance with the definition of Capitalized Lease Obligation.

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

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

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

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

"Capital Stock" means:

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

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

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

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

"Cash Equivalents" means:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(x) the sum (without duplication) of:

(1) Consolidated Net Income; and

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

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

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

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

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

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

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

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

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

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

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

(3) any Asset Sale or other disposition or Asset Acquisition (including, without limitation, any Asset Acquisition giving rise to the need to make such calculation as a result of such Person or one of its Restricted Subsidiaries (including any Person who becomes a Restricted Subsidiary as a result of any such Asset Acquisition) incurring, assuming or otherwise being liable for Acquired Indebtedness during the Four Quarter Period or at any time subsequent to the last day of the Four Quarter Period and on or prior to the Transaction Date), as if such Asset Sale or other disposition or Asset Acquisition (including the incurrence, assumption or

liability for any such Indebtedness or Acquired Indebtedness and also including any Consolidated EBITDA associated with such Asset Acquisition) occurred on the first day of the Four Quarter Period; *provided* that the Consolidated EBITDA of any Person acquired shall be included only to the extent includible pursuant to the definition of "Consolidated Net Income." If such Person or any of its Restricted Subsidiaries directly or indirectly guarantees Indebtedness of a third Person, the preceding sentence shall give effect to the incurrence of such guaranteed Indebtedness as if such Person or any Restricted Subsidiary of such Person had directly incurred or otherwise assumed such guaranteed Indebtedness.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Credit Agreement" means the Credit and Security Agreement, dated as of May 19, 2010, by and among the Company, the lenders party thereto (together with their successors and assigns, the "Lenders") and KeyBank National Association, as administrative agent (in such capacity, together with its successors and assigns, the "Administrative Agent"), setting forth the terms and conditions of the senior credit facility, together with the related documents thereto (including, without limitation, any guarantee agreements and security documents), in each case as such agreements may be amended, restated, supplemented or otherwise modified from time to time, including pursuant to one or more agreements evidencing revolving credit facilities, commercial paper facilities, term loan facilities, receivables financings and/or notes or bond financings, in each case, as amended, restated, modified, renewed, refunded, replaced (whether upon or after termination or otherwise) or refinanced in whole or in part from time to time that extend the maturity of, refinance, replace or otherwise restructure (including increasing the amount of available borrowings thereunder (*provided* that such increase in borrowings is permitted to be incurred pursuant to (a) clause (2) of the definition of the term "Permitted Indebtedness" and/or (b) (i) the Consolidated Fixed Charge Coverage Ratio test under "—Certain Covenants—Limitation on Incurrence of Additional Indebtedness and Issuance of Preferred Stock" and/or (ii) clause (15) of the definition of the term "Permitted Indebtedness" that, in the case of each of such clauses (i) and (ii), is secured by a Permitted Lien described in clause (22) of the

definition thereof that is subject to the Intercreditor Agreement) or adding Subsidiaries of the Company as additional borrowers or guarantors thereunder) all or any portion of the Indebtedness under such agreement or any successor or replacement agreement and whether by the same or any other agent, lender or group of lenders.

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

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

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

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

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

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

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

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

"Discharge of Credit Facility Claims" means the payment in full in cash of (a) the principal of and interest (including interest accruing on or after the commencement of an insolvency or liquidation proceeding, whether or not such interest would be allowed in such proceeding) and premium, if any, on all Indebtedness (including, without limitation, Credit Facility Hedging Obligations and Credit Facility

Cash Management Obligations) outstanding under the Credit Agreement and related documents or, with respect to letters of credit outstanding thereunder, delivery of cash collateral (in an amount of no less than 105% of the undrawn, or drawn and unreimbursed, amount thereof) or backstop letters of credit in respect thereof in compliance with the Credit Facility and related documents, in each case after or concurrently with termination of all commitments to extend credit thereunder, and (b) any other Credit Facility Claims that are due and payable or otherwise accrued and owing at or prior to the time such principal and interest are paid.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Herley" means Herley Industries, Inc.

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

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

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

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

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

(3) all Capitalized Lease Obligations of such Person;

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

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

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

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

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

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

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

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

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

"Independent Financial Advisor" means a nationally-recognized accounting, appraisal or investment banking firm: (1) that does not, and whose directors, officers and employees or Affiliates do not, have a direct or indirect financial interest in the Company; and (2) that, in the judgment of the Board of Directors of the Company, is otherwise independent and qualified to perform the task for which it is to be engaged.

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

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

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

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

"Investment" in any Person means any direct or indirect advance, loan (other than advances or extensions of trade credit to customers in the ordinary course of business that are recorded as accounts receivable on the balance sheet of the lender) or other extensions of credit (including by way of

guarantee or similar arrangement) or capital contribution to (by means of any transfer of cash or other property to others or any payment for property or services for the account or use of others), or any purchase or acquisition for value of Capital Stock, Indebtedness or other similar instruments issued by such Person. If the Company or any Restricted Subsidiary issues, sells or otherwise disposes of any Capital Stock of a Person that is a Restricted Subsidiary such that, after giving effect thereto, such Person is no longer a Restricted Subsidiary, any Investment by the Company or any Restricted Subsidiary in such Person remaining after giving effect thereto will be deemed to be a new Investment at such time. The acquisition by the Company or any Restricted Subsidiary of a Person that holds an Investment in a third Person will be deemed to be an Investment by the Company or such Restricted Subsidiary in such third Person at such time. Except as otherwise provided for herein, the amount of an Investment shall be its fair market value at the time the Investment is made and without giving effect to subsequent changes in value.

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

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

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

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

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

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

"Maximum Note Principal Amount" means the sum of (i) the maximum aggregate principal amount of Indebtedness that is permitted to be incurred by the Company and the Guarantors pursuant to clause (1) of the definition of the term "Permitted Indebtedness"; plus (ii) the maximum aggregate principal amount of Indebtedness that is permitted to be incurred by the Company and the Guarantors pursuant to clause (15) of the definition of the term "Permitted Indebtedness"; plus (iii) the maximum aggregate principal amount of Indebtedness that is permitted to be incurred by the Company and the

Guarantors pursuant to the Consolidated Fixed Charge Coverage Ratio test set forth under "—Certain Covenants—Limitation on Incurrence of Additional Indebtedness and Issuance of Preferred Stock;" provided that, in the case of each of clauses (ii) and (iii), such Indebtedness is permitted to be secured by a Lien permitted pursuant to clause (22) of the definition of the term "Permitted Lien".

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(6) intercompany Indebtedness of the Company or any Restricted Subsidiary for so long as such Indebtedness is held by the Company or any Restricted Subsidiary; *provided* that (a) if owing by the Company or any Guarantor, such Indebtedness shall be unsecured and contractually subordinated in all respects (other than with respect to the maturity thereof) to the Obligations of the Company under the Notes and the other Indenture Documents or such Guarantor under its Guarantee and the other Indenture Documents, as the case may be, and (b) if as of any date any Person other than the Company or a Restricted Subsidiary owns or holds any such Indebtedness or holds a Lien in respect of such Indebtedness (other than Permitted Liens of the type described in clause (17), (18) or (20) of the definition thereof), such date shall be deemed the incurrence of Indebtedness not permitted under this clause (6) by the issuer of such Indebtedness;

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

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

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

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

(11) Refinancing Indebtedness;

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

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

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

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

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

"Permitted Investments" means:

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

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

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

(4) Investments in cash and Cash Equivalents;

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

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

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

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

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

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

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

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

"Permitted Liens" means the following types of Liens:

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

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

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

return-of-money bonds and other similar obligations (exclusive of obligations for the payment of borrowed money);

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

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

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

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

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

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

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

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

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

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

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

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

lienholders than those securing the Acquired Indebtedness prior to the incurrence of such Acquired Indebtedness by the Company or a Restricted Subsidiary of the Company;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Subsidiary" with respect to any Person, means:

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

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

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

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

"Unrestricted Subsidiary" of any Person means:

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

(2) any Subsidiary of an Unrestricted Subsidiary.

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

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

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

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

(1) immediately after giving effect to such designation, the Company is able to incur at least $1.00 of additional Indebtedness (other than Permitted Indebtedness) in compliance with the

"—Certain Covenants—Limitation on Incurrence of Additional Indebtedness and Issuance of Preferred Stock" covenant; and

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

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

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

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

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

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

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

Book-Entry, Delivery and Form

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

Depository Procedures

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

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

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

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

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

Transfers between participants in DTC will be effected in the ordinary way through DTC's same-day funds system in accordance with DTC rules and will be settled in same day funds. If a holder requires physical delivery of certificated notes for any reason, including to sell Notes to persons in states which require physical delivery of such Notes, or to pledge such securities, such holder must transfer its interest in a Global Note, in accordance with the normal procedures of DTC and with the procedures set forth in the Indenture under which such Global Notes are issued.

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

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

Certificated Securities

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

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

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

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

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

Same-Day Settlement and Payment

The Indenture requires that payments in respect of the Notes represented by the Global Notes (including principal, premium, if any, interest and Additional Interest, if any) be made by wire transfer of immediately available funds to the accounts specified by the Global Notes holder. With respect to certificated securities, we will make all payments of principal, premium, if any, and interest by wire transfer of immediately available funds to the accounts specified by the holders thereof or, if no such account is specified, by mailing a check to each such holder's registered address.

Methods of Receiving Payments on the Notes

If a holder has given wire transfer instructions to us, we will make all principal, premium and interest payments on those Notes in accordance with those instructions. All other payments on these Notes will be made at the office or agency of the paying agent and registrar within the City and State of New York unless we elect to make interest payments by check mailed to the holders at their address set forth in the register of holders.

Paying Agent and Registrar for the Notes

The Trustee will initially act as paying agent and registrar for the Notes. We may change the paying agent or registrar without prior notice to the holders of the Notes, and we or any of our subsidiaries may act as paying agent or registrar.

Transfer and Exchange

A holder may transfer or exchange Notes in accordance with the Indenture. The registrar and the Trustee may require a holder, among other things, to furnish appropriate endorsements and transfer documents and we may require a holder to pay any taxes and fees required by law or permitted by the Indenture. We are not required to transfer or exchange any Note selected for redemption. Also, we are not required to transfer or exchange any Note for a period of 15 days before a selection of Notes is to be redeemed.

The registered holder of a Note will be treated as the owner of it for all purposes.

DESCRIPTION OF CERTAIN INDEBTEDNESS

May 2010 $225.0 Million 10% Senior Secured Note Offering

On May 19, 2010, we issued $225.0 million in aggregate principal amount of 10% Senior Secured Notes due 2017 in an unregistered offering pursuant to Rule 144A and Regulation S under the Securities Act (the "2010 Notes"). On August 11, 2010, we completed an exchange offer for the 2010 Notes pursuant to a registration rights agreement entered into in connection with the issuance of the 2010 Notes. In the exchange offer, we offered to exchange the 2010 Notes for a like aggregate amount of 10% Senior Secured Notes due June 1, 2017 registered under the Securities Act (referred to elsewhere in this prospectus as the "Existing Kratos Notes"). The Existing Kratos Notes have substantially similar terms as the 2010 Notes, except that the Existing Kratos Notes do not have transfer restrictions or registration rights. The Existing Kratos Notes are fully and unconditionally guaranteed, jointly and severally, on a senior secured basis by us and each of our subsidiaries, as the guarantors thereof. We pay interest on the Existing Kratos Notes semi-annually, in arrears, on June 1 and December 1 of each year, which began on December 1, 2010.

The Existing Kratos Notes are secured by a lien on substantially all of our assets and the assets of the guarantors thereunder, subject to certain exceptions and permitted liens. The holders of the Existing Kratos Notes have a first priority lien on substantially all of our assets and the guarantors, except accounts receivable, inventories, deposit accounts, securities accounts, cash, securities and general intangibles (other than intellectual property) where the holders of the Existing Kratos Notes have a second priority lien to the $35.0 million credit facility described below.

The Existing Kratos Notes include customary covenants and events of default as well as a consolidated fixed charge ratio of 2.00 to 1.00 for the incurrence of additional indebtedness. Negative covenants include, among other things, limitations on additional debt, liens, negative pledges, investments, dividends, stock repurchases, asset sales and affiliate transactions. Events of default include, among other events, non-performance of covenants, breach of representations, cross-default to other material debt, bankruptcy, insolvency, material judgments and changes in control. As of December 26, 2010, we were in compliance with the covenants contained in the Existing Kratos Notes.

On or after June 1, 2014, we may redeem some or all of the Existing Kratos Notes at 105% of the aggregate principal amount of such notes through June 1, 2015, 102.5% of the aggregate principal amount of such notes through June 1, 2016 and 100% of the aggregate principal amount of such notes thereafter, plus accrued and unpaid interest to the date of redemption. Prior to June 1, 2013, we may redeem up to 35% of the aggregate principal amount of the Existing Kratos Notes at 110% of the aggregate principal amount of the Existing Kratos Notes, plus accrued and unpaid interest to the redemption date, with the net cash proceeds of certain equity offerings. In addition, we may, at our option, redeem some or all of the Existing Kratos Notes at any time prior to June 1, 2014, by paying a "make whole" premium, plus accrued and unpaid interest, if any, to the date of redemption.

$35.0 Million Credit Facility

Concurrent with the completion of the offering of the 2010 Notes, on May 19, 2010, we entered into a Credit and Security Agreement (the "Credit Agreement") with certain lenders and with KeyBank, as administrative agent, lead arranger and sole book runner, for a four year senior secured revolving credit facility in the amount of $25.0 million. The Revolver is secured by a lien on substantially all of our assets and the assets of the guarantors thereunder, subject to certain exceptions and permitted liens. The Revolver has a first priority lien on accounts receivable, inventories, deposit accounts, securities accounts, cash, securities and general intangibles (other than intellectual property). On all other assets, the Revolver has a second priority lien to the Existing Kratos Notes.

The Revolver will expire on May 18, 2014 and may be increased to $45.0 million. Any increase in the Revolver is subject to the consent of KeyBank and compliance with covenants in the Existing Kratos Notes. The amounts of borrowings that may be made under the Revolver are based on a borrowing base which is comprised of specified percentages of eligible receivables, eligible unbilled receivables and eligible inventory. If the amount of borrowings outstanding under the Revolver exceeds the borrowing base then in effect, we are required to repay such borrowings in an amount sufficient to eliminate such excess. The Revolver includes $10.0 million of availability for letters of credit and $5.0 million of availability for swingline loans.

We may borrow funds under the Revolver at a base rate based either on LIBOR or a base rate established by KeyBank. Base rate borrowings bear interest at an applicable margin of 1.25% to 2.0% over the base rate (which will be the greater of the prime rate or 0.5% over the federal funds rate, with a floor of 1.0% over one month LIBOR). LIBOR rate borrowings will bear interest at an applicable margin of 3.25% to 4.0% over the LIBOR rate. The applicable margin for base rate borrowings and LIBOR borrowings will depend on the average monthly revolving credit availability. The Revolver also has a commitment fee of 0.75% to 1.0%, depending on the average monthly revolving credit availability.

Borrowings under the Revolver are subject to mandatory prepayment upon the occurrence of certain events, including the issuance of certain securities, the incurrence of certain debt and the sale or other disposition of certain assets. The Revolver includes customary affirmative and negative covenants and events of default, as well as a financial covenant relating to a minimum fixed charge coverage ratio of 1.25. Negative covenants include, among other limitations, limitations on additional debt, liens, negative pledges, investments, dividends, stock repurchases, asset sales and affiliate transactions. Events of default include, among other events, non-performance of covenants, breach of representations, cross-default to other material debt, bankruptcy and insolvency, material judgments and changes in control.

On December 13, 2010, we entered into a First Amendment Agreement (the "Amendment Agreement"), with certain lenders and with KeyBank, as administrative agent, lead arranger and sole book runner, which amended the Credit Agreement. Among other things, the Amendment Agreement: (i) increased the amount of the senior secured revolving line of credit from $25.0 million to $35.0 million; (ii) modified the definitions of certain terms contained in the Credit Agreement; (iii) amended certain borrowing covenants under the Credit Agreement to (a) increase the acceptable amount of additional Indebtedness (as defined in the Credit Agreement) attributable to Senior Notes, unsecured Subordinated Indebtedness (both as defined in the Credit Agreement) and other unsecured Indebtedness from $25.0 million to $100.0 million and (b) exempt certain performance based contingent obligations related to prior acquisitions from the borrowing restrictions; and (iv) updated certain schedules to the Credit Agreement. As of December 26, 2010, there were no outstanding borrowings on the Revolver and $2.4 million was outstanding on letters of credit resulting in net availability of $32.6 million. As of December 26, 2010, we were in compliance with the covenants contained in the Revolver.

CERTAIN U.S. FEDERAL INCOME TAX CONSIDERATIONS

To ensure compliance with Treasury Department Circular 230, you are hereby notified that: (a) any discussion of U.S. federal tax issues contained or referred to herein is not intended or written to be used, and cannot be used, by holders for the purpose of avoiding penalties that may be imposed on them under the Internal Revenue Code of 1986, as amended (the "Code"); (b) such discussion is written in connection with the promotion or marketing of the transactions or matters addressed herein; and (c) holders should seek advice based on their particular circumstances from an independent tax advisor.

The following is a summary of certain material U.S. federal income tax considerations relating to the exchange of Original Notes for Exchange Notes in the exchange offer. This summary is based on the Code, existing and proposed Treasury Regulations, revenue rulings, administrative interpretations and judicial decisions now in effect, all of which are subject to change possibly with retroactive effect. This summary does not purport to address all U.S. federal income tax considerations that may be relevant to holders in light of their particular circumstances or to holders subject to special tax rules, such as banks, insurance companies or other financial institutions, dealers in securities or foreign currencies, tax-exempt investors, holders subject to the U.S. federal alternative minimum tax, or persons holding the notes as part of a hedging transaction, straddle, conversion transaction, or other integrated transaction.

We have not sought and we do not expect to seek any ruling from the Internal Revenue Service (the "IRS") or an opinion of counsel with respect to the statements made and the conclusions reached in the following summary. As such, there can be no assurance that the IRS will agree with such statements and conclusions. Thus, all persons that exchange Original Notes for Exchange Notes in the exchange offer are urged to consult their own tax advisors with regard to the application of the U.S. federal income tax laws to their particular situations as well as any tax consequences arising under the laws of any state, local or foreign jurisdiction.

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

The preceding discussion of certain U.S. federal income tax considerations is not tax advice. Each prospective investor should consult its own tax advisor regarding the particular U.S. federal, state, local and foreign tax consequences of exchanging Original Notes for, holding and disposing of Exchange Notes, including the consequences of any proposed change in applicable laws.

PLAN OF DISTRIBUTION

Each broker-dealer that receives Exchange Notes for its own account in the exchange offer must acknowledge that it will deliver a prospectus in connection with any resale of the Exchange Notes. We have agreed that, during the period broker-dealers are required to deliver this prospectus, we will make this prospectus, as amended or supplemented, available to any broker-dealer for use in connection with any such resale. This prospectus, as it may be amended or supplemented from time to time, may be used by a broker-dealer in connection with resales of Exchange Notes received in exchange for Original Notes where such Original Notes were acquired as a result of market-making or other trading activities.

We will not receive any proceeds from any sale of Exchange Notes by broker-dealers. Exchange notes received by broker-dealers for their own account in the exchange offer may be sold from time to time in one or more transactions in the over-the-counter market, in negotiated transactions, through the writing of options on the Exchange Notes or a combination of these methods of resale, at market prices prevailing at the time of resale, at prices related to such prevailing market prices or negotiated prices. Any such resale may be made directly to purchasers or to or through brokers or dealers who may receive compensation in the form of commissions or concessions from any such broker-dealer and/or the purchasers of any such Exchange Notes. Any broker-dealer that resells Exchange Notes that were received by it for its own account in the exchange offer and any broker or dealer that participates in a distribution of such Exchange Notes may be deemed to be an "underwriter" within the meaning of the Securities Act and any profit on any such resale of Exchange Notes and any commissions or concessions received by any such persons may be considered underwriting compensation under the Securities Act. The letter of transmittal states that, by acknowledging that it will deliver and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act.

During the 180-day period following the completion of this exchange offer, we will promptly send additional copies of this prospectus and any amendment or supplement to this prospectus to any broker-dealer that requests such documents in the letter of transmittal. We have agreed to pay all expenses incident to the exchange offer (including the expenses of one counsel for the holders of the Original Notes), other than dealers' and brokers' discounts, commissions and counsel fees and will indemnify the holders of the Original Notes, including any broker-dealers, against certain liabilities, including liabilities under the Securities Act.

LEGAL MATTERS

Certain legal matters in connection with the issuance of the Exchange Notes will be passed on for us by Paul, Hastings, Janofsky & Walker LLP, San Diego, California and Sheppard, Mullin, Richter & Hampton LLP, New York, New York.

EXPERTS

The audited consolidated financial statements of Kratos as of December 27, 2009 and December 26, 2010 and for each of the three years in the period ended December 26, 2010, incorporated by reference in this prospectus and elsewhere in the registration statement of Kratos of which this prospectus forms a part, have been so incorporated by reference in reliance upon the report of Grant Thornton LLP, independent registered public accountants, upon the authority of said firm as experts in accounting and auditing in giving such reports.

The consolidated financial statements of Herley Industries, Inc. and its subsidiaries as of and for the fifty-two weeks ended August 1, 2010, included in our Current Report on Form 8-K/A filed with the SEC on April 11, 2011, incorporated by reference in this prospectus and elsewhere in the registration statement, have been audited by Grant Thornton LLP, independent registered public accounting firm, as set forth in their report therein, which as to the year ended August 1, 2010 are based in part on the report of Brightman Almagor Zohar & Co., a member firm of Deloitte Touche Tohmatsu, independent registered public accounting firm. Such consolidated financial statements have been incorporated by reference in reliance upon such reports given on the authority of such firms as experts in accounting and auditing.

The consolidated financial statements of Herley and its subsidiaries as of and for the fifty-two weeks ended August 2, 2009 and the fifty-three weeks ended August 3, 2008, included in our Current Report on Form 8-K/A filed with the SEC on April 11, 2011, incorporated by reference in this prospectus and elsewhere in the registration statement, have been audited by Marcum LLP, independent registered public accounting firm, as set forth in their report therein, which as to the fifty-two weeks ended August 2, 2009 are based in part on the report of Brightman Almagor Zohar & Co., a member firm of Deloitte Touche Tohmatsu, independent registered public accounting firm. Such consolidated financial statements have been incorporated by reference in reliance upon such reports given on the authority of such firms as experts in accounting and auditing.

The consolidated financial statements of Henry Bros. Electronics, Inc. and its subsidiaries as of December 31, 2009 and 2008 and for each of the three years in the period ended December 31, 2009, included in our Current Report on Form 8-K filed by us on February 4, 2011, which is incorporated by reference in this prospectus and elsewhere in the registration statement, have been audited by Amper, Politziner and Mattia, LLP, independent registered public accounting firm, as set forth in their report therein, and are included in reliance upon the report of such firm given upon their authority as experts in accounting and auditing.

The consolidated financial statements of Gichner Holdings, Inc. and its subsidiaries as of and for the years ended December 31, 2009, 2008 and 2007, included in the Current Report on Form 8-K filed by us on May 25, 2010, which is incorporated by reference in this prospectus and elsewhere in the registration statement, have been audited by Plante & Moran PLLC, independent registered public accounting firm, as set forth in their report therein. Such consolidated financial statements are incorporated by reference in reliance upon such report given on the authority of such firm as an expert in accounting and auditing.

WHERE YOU CAN FIND MORE INFORMATION

Available Information

We file annual, quarterly and special reports, proxy statements and other information with the SEC. You may read and copy any document we file at the SEC's Public Reference Room at 100 F Street, N.E., Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for more information about the operation of the public reference room. The SEC maintains an internet website at http://www.sec.gov that contains reports, proxy and information statements and other information regarding issuers that file electronically with the SEC, including Kratos Defense & Security Solutions, Inc. You may also access our reports and proxy statements free of charge at our website, http://www.kratosdefense.com.

This prospectus is part of a registration statement that we have filed with the SEC relating to the securities to be offered. This prospectus does not contain all of the information we have included in the registration statement and the accompanying exhibits and schedules in accordance with the rules and regulations of the SEC, and we refer you to the omitted information. The statements this prospectus makes pertaining to the content of any contract, agreement or other document that is an exhibit to the registration statement necessarily are summaries of their material provisions and do not describe all exceptions and qualifications contained in those contracts, agreements or documents. You should read those contracts, agreements or documents for information that may be important to you. The registration statement, exhibits and schedules are available at the SEC's Public Reference Room or through its internet website.

Incorporation by Reference

The rules of the SEC allow us to incorporate by reference in this prospectus the information in other documents that we file with it, which means that we can disclose important information to you by referring you to those documents that we have filed separately with the SEC. You should read the information incorporated by reference because it is an important part of this prospectus. We hereby incorporate by reference the following information or documents into this prospectus:

- our Annual Report on Form 10-K for the fiscal year ended December 26, 2010, filed with the SEC on March 2, 2011;
- our Quarterly Report on Form 10-Q for the quarter ended March 27, 2011, filed with the SEC on May 6, 2011;
- our Current Reports on Form 8-K filed with the SEC on January 5, 2011, February 4, 2011, February 7, 2011, February 8, 2011, February 10, 2011, March 1, 2011, March 15, 2011, March 22, 2011, March 23, 2011, March 29, 2011, April 5, 2011, April 7, 2011, April 11, 2011, April 20, 2011, May 5, 2011; May 16, 2011, May 18, 2011 and June 1, 2011;
- the audited historical financial information for Herley Industries, Inc. for the fifty-two weeks ended August 1, 2010 and August 2, 2009, and the fifty-three weeks ended August 3, 2008, including the auditor's reports related thereto, attached as Annex B of the Prospectus Supplement to our Registration Statement on Form S-3 (File No. 333-161340), filed with the SEC on February 8, 2011;
- the unaudited historical financial information for Herley Industries, Inc. as of and for the twenty-six weeks ended January 30, 2011 and January 31, 2010, attached as Exhibit 99.1 to our Registration Statement on Form S-3 (File No. 333-173099), filed with the SEC on March 25, 2011; and
- the audited consolidated financial statements of Gichner Holdings, Inc. as of and for the years ended December 31, 2009 and 2008, the audited consolidated financial statements of Gichner

Holdings, Inc. as of and for the periods of August 22, 2007 through December 31, 2007 and January 1, 2007 through August 22, 2007, and the unaudited financial statements of Gichner Holdings, Inc. as of and for the three months ended March 31, 2010 and 2009, filed as Exhibit 99.1 to our Current Report on Form 8-K filed with the SEC on May 25, 2010.

Any information in any of the foregoing documents will automatically be deemed to be modified or superseded to the extent that information in this prospectus or in a later filed document that is incorporated or deemed to be incorporated herein by reference modifies or replaces such information.

We also incorporate by reference any future filings (other than current reports furnished under Item 2.02 or Item 7.01 of Form 8-K and exhibits filed on such form that are related to such items) made with the SEC pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act, until we file a post-effective amendment which indicates that all securities offered hereby have been sold or which deregisters all securities then remaining unsold. Information in such future filings updates and supplements the information provided in this prospectus. Any statements in any such future filings will automatically be deemed to modify and supersede any information in any document we previously filed with the SEC that is incorporated or deemed to be incorporated herein by reference to the extent that statements in the later filed document modify or replace such earlier statements.

Upon written or oral request, we will provide to you, without charge, a copy of any or all of the documents that are incorporated by reference into this prospectus but not delivered with the prospectus, including exhibits which are specifically incorporated by reference into such documents. Requests should be directed to: Kratos Defense & Security Solutions, Inc., Attention: Investor Relations, 4820 Eastgate Mall, San Diego, California, 92121, telephone (858) 812-7300.

$285,000,000

Offer to exchange all outstanding
$285,000,000 principal amount of
10% Senior Secured Notes due 2017
for
$285,000,000 principal amount of
10% Senior Secured Notes due 2017
registered under the Securities Act of 1933

PROSPECTUS

, 2011

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 20. Indemnification of Directors and Officers.

The following summary is qualified in its entirety by reference to the complete text of the statutes referred to below and the certificates and articles of incorporation and the certificates of formation, all as amended, the bylaws, operating agreements and agreements of limited partnership, all as amended, and any other contractual agreements referred to below in reference to Kratos Defense & Security Solutions, Inc. and all additional registrants.

Kratos Defense & Security Solutions, Inc.

Under Section 145 of the Delaware General Corporation Law (the "DGCL"), a corporation has the power to indemnify its directors and officers under certain prescribed circumstances and, subject to certain limitations, against certain costs and expenses, including attorneys' fees, judgments, fines and amounts paid in settlement, actually and reasonably incurred in connection with any threatened, pending or completed action, suit or proceeding, whether criminal, civil, administrative or investigative, to which any of them is a party by reason of his being a director or officer of the corporation if it is determined that he acted in accordance with the applicable standard of conduct set forth in such statutory provision. Our certificate of incorporation provides that, pursuant to the DGCL, our directors shall not be liable for monetary damages to the fullest extent authorized under applicable law, including for breach of the directors' fiduciary duty of care to us and our stockholders. This provision in the certificate of incorporation does not eliminate the duty of care, and in appropriate circumstances equitable remedies such as injunctive or other forms of non-monetary relief will remain available under Delaware law. In addition, pursuant to Section 102(b)(7) of the DGCL, each director will continue to be subject to liability for breach of the director's duty of loyalty, for acts or omissions not in good faith or involving intentional misconduct or knowing violations of the law, for actions leading to improper personal benefit to the director, and for payment of dividends or approval of stock repurchases or redemptions that are unlawful under Delaware law. This provision in the certificate of incorporation also does not affect a director's responsibilities under any other law, such as the federal securities laws or state or federal environmental laws.

Our bylaws provide that we will indemnify, to the fullest extent authorized by the DGCL, each person who was or is made a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he or she is or was a director or officer of our company, whether the basis of such proceeding is alleged action in an official capacity as a director or officer or in any other capacity while serving as a director or officer against all expenses, liability and loss reasonably incurred or suffered by such person in connection therewith.

We have entered into indemnification agreements with certain of our directors and officers. Pursuant to these indemnification agreements, we are obligated to indemnify each director and officer who is a party to the indemnification agreement to the fullest extent permitted by the DGCL against any and all expenses, liability and loss, as each is defined in the indemnification agreement, reasonably incurred or suffered by such person in connection with any threatened, pending or completed action, suit, investigation or proceeding that arises out of any event or occurrence related to the fact that such person is or was a director or officer or is or was serving at our request as a director, officer, employee, or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including any of our subsidiaries. We also have directors' and officers' liability insurance to protect our directors and officers from liability.

Additional Registrants

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

Sections 10-2B-8.51 and 10-2B-8.56 of the Alabama Business Corporation Act provide that a corporation may indemnify an individual who is made a party to a proceeding because he or she is or was a director or officer against liability incurred in the proceeding if the individual conducted himself or herself in good faith and the individual reasonably believed: (i) in the case of conduct in his or her official capacity with the corporation, that the conduct was in the corporation's best interests; and (ii) in all other cases, that the conduct was at least not opposed to the corporation's best interests; and (iii) in the case of any criminal proceeding, the individual had no reasonable cause to believe that his or her conduct was unlawful. A corporation may not indemnify a director or officer: (i) in connection with a proceeding by or in the right of the corporation in which the director or officer was adjudged liable to the corporation; or (ii) in connection with any other proceeding charging improper personal benefit to the director or officer, whether or not involving action in his or her official capacity, in which the director or officer was adjudged liable on the basis that personal benefit was improperly received by him or her. Sections 10-2B-8.52 and 10-2B-8.56 provide that indemnification is mandatory for an officer or director who was successful, on the merits or otherwise, in the defense of any proceeding, or of any claim, issue or matter in such proceeding, against reasonable expenses incurred in connection therewith. The indemnification provisions of the Alabama Business Corporation Act are not exclusive and are deemed to be in addition to any provisions which may be contained in a corporation's articles of incorporation, bylaws, a resolution of its shareholders or board of directors, or in a contract or otherwise.

Section 10-2B-202(b)(3) of the Alabama Business Corporation Act permits a corporation to include in its articles of incorporation a provision eliminating or limiting the liability of a director to the corporation or its shareholders for money damages for any action taken, or any failure to take any action, as a director, except liability for: (A) the amount of a financial benefit received by a director to which he or she is not entitled; (B) an intentional infliction of harm on the corporation or the shareholders; (C) unlawful distributions; (D) an intentional violation of criminal law; or (E) a breach of the director's duty of loyalty to the corporation or its shareholders.

The articles of incorporation of Summit Research Corporation and the bylaws of Madison Research Corporation provide that each of the registrants shall indemnify directors and officers to the full extent authorized by Alabama law. The organizational documents of the registrants also make clear that the indemnification provided therein shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such person. The bylaws of Madison Research Corporation further establish that (i) expenses incurred in defending any proceeding may be paid by the registrant in advance of the final disposition of such proceeding, as authorized by the board of directors, upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the corporation, and (ii) the board of directors may authorize the registrant to purchase and maintain insurance on behalf of any person who is or was a director or officer of the registrant against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the corporation would have the power to indemnify him against such liability.

Neither the articles of incorporation of Madison Research Corporation nor those of Summit Research Corporation eliminate or limit the liability of the directors of each of the registrants for money damages.

Arizona Registrant: Henry Bros. Electronics, L.L.C. is a limited liability company organized under the laws of Arizona.

Section 29-610 of the Arizona Limited Liability Company Act permits a domestic limited liability company to indemnify a member, manager, employee, officer or agent or any other person.

Section 29-651 of the Arizona Limited Liability Company Act provides that a member, manager, employee, officer or agent of a limited liability company is not liable, solely by reason of being a member, manager, employee, officer or agent, for the debts, obligations and liabilities of the limited liability company whether arising in contract or tort, under a judgment, decree or order of a court, or otherwise.

The limited liability company agreement of Henry Bros. Electronics, L.L.C. provides that any member shall not be liable for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such member. The limited liability company agreement further provides that no officer shall be liable for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such officer other than fraudulent acts or omissions or those resulting from willful misconduct by such officer. Additionally, the limited liability company agreement provides that, to the fullest extent permitted by applicable law, any member or officer shall be entitled to indemnification for any loss, damage or claim incurred by the member or officer by reason of any act or omission performed or omitted by the member or officer, except that no officer shall be entitled to be indemnified with respect to his/her fraudulent acts or omissions or those resulting from willful misconduct; *provided* that, any indemnity shall be provided out of and to the extent of the assets of Henry Bros. Electronics, L.L.C. only and no member shall have personal liability on account thereof.

California Registrants: Henry Bros. Electronics, Inc. (CA), Kratos Technology & Training Solutions, Inc., National Safe of California, Polexis, Inc., Shadow I, Inc., Shadow II, Inc., and Shadow III, Inc., are incorporated under the laws of California.

Section 317 of the California Corporations Code authorizes a corporation to indemnify any person who was or is a party or is threatened to be made a party to any proceeding by reason of the fact that the person is or was a director, officer, employee or agent of the corporation, against expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with the proceeding if: (i) in the case of a criminal proceeding, such person had no reasonable cause to believe the conduct of the person was unlawful, and (ii) in the case of any action other than one brought by or in the right of the corporation to procure a judgment in its favor, such person acted in good faith and in a manner the person reasonably believed to be in the best interests of the corporation, and (iii) in the case of an action by or in the right of the corporation to procure a judgment in its favor, such person acted in good faith, in a manner such person believed to be in the best interests of the corporation and its shareholders. No indemnification shall be made in the case of an action by or in the right of the corporation to procure a judgment in its favor, however, with respect to (i) any claim, issue, or matter as to which such person has been adjudged to be liable to the corporation in the performance of such person's duty to the corporation and its shareholders, unless and only to the extent that the court in which such proceeding is or was pending shall determine on application that, in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for expenses and then only to the extent that the court shall determine, (ii) amounts paid in settling or otherwise disposing of a pending action without court approval, or (iii) expenses incurred in defending a pending action that is settled or otherwise disposed of without court approval. The California Corporations Code further provides that a corporation must indemnify a director, officer, employee or agent of the corporation if he or she has been successful on the merits in defense of any proceeding, or in defense of any claim, issue or matter therein, against expenses actually and reasonably incurred by him in connection therewith. The indemnification authorized by the California Corporations Code shall not be deemed exclusive of any additional rights to indemnification

for breach of duty to the corporation and its shareholders while acting in the capacity of a director or officer of the corporation.

Section 204(a)(10) of the California Corporations Code permits a corporation to provide in its articles of incorporation that a director of the corporation shall not be personally liable to the corporation or its shareholders for monetary damages for breach of such director's duties, except that such a provision may not eliminate or limit the liability of directors (i) for acts or omissions that involve intentional misconduct or a knowing and culpable violation of law, (ii) for acts or omissions that a director believes to be contrary to the best interests of the corporation or its shareholders or that involve the absence of good faith on the part of the director, (iii) for any transaction from which a director derived an improper personal benefit or has a material financial interest, (iv) for acts or omissions that show a reckless disregard for the director's duty to the corporation or its shareholders in circumstances in which the director was aware, or should have been aware, in the ordinary course of performing a director's duties, of a risk of serious injury to the corporation or its shareholders, (v) for acts or omissions that constitute an unexcused pattern of inattention that amounts to an abdication of the director's duty to the corporation or its shareholders, or (vii) for authorizing unlawful distributions.

The articles of incorporation of Henry Bros. Electronics, Inc. (CA) are silent with respect to exculpation of directors from liability for monetary damages and indemnification by the registrant of its directors and officers. The bylaws of Henry Bros. Electronics, Inc. (CA) provide that the registrant shall indemnify and hold harmless directors and officers from and against any and all claims and liabilities to which such person shall become subject by reason of his being or having been a director or officer, or by reason of any action alleged to have been taken or omitted as such director or officer. The bylaws further provide that the registrant shall reimburse directors and officers for all legal and other expenses reasonably incurred by such directors and officers; *provided*, however, that no such person shall be indemnified against, or be reimbursed for any expense incurred in connection with any claim or liability arising out of his own negligence or willful misconduct.

The articles of incorporation of each of Polexis, Inc., Shadow I, Inc., Shadow II, Inc., Shadow III, Inc., and Kratos Technology & Training Solutions, Inc. provide that each registrant is authorized to provide indemnification of agents (as defined in Section 317 of the California Corporations Code, which includes directors and officers) through bylaw provisions, agreements with agents, vote of shareholders or disinterested directors, or otherwise, to the fullest extent permitted by Section 317 of the California Corporations Code, subject to the applicable limits on indemnifications set forth in Sections 204 and 317 of the California Corporations Code. The articles of incorporation of each registrant also provide that the liability of the directors of each corporation for monetary damages shall be eliminated to the fullest extent permissible under California law.

The bylaws of each of Polexis, Inc., Shadow I, Inc., Shadow II, Inc., Shadow III, Inc. and Kratos Technology & Training Solutions, Inc. provide that each registrant is authorized to provide insurance for agents as set forth in Section 317 of the California Corporations Code.

The bylaws of each of Polexis, Inc. and Kratos Technology & Training Solutions, Inc. further provide that expenses incurred in defending any proceeding may be advanced by each registrant before the final disposition of such proceeding upon receipt of an undertaking by or on behalf of the director or officer to repay such amounts if it shall be determined ultimately that the director or officer is not entitled to be indemnified by the corporation.

The bylaws of Kratos Technology & Training Solutions, Inc. also establish that the indemnification therein provided shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of his or her heirs, executors and administrators, and that the registrant shall indemnify any such person seeking indemnity in connection with any proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the board of directors.

The articles of incorporation and the bylaws of National Safe of California are silent with respect to exculpation of directors from liability for monetary damages and indemnification by the registrant of its directors and officers.

Colorado Registrant: Henry Bros. Electronics, Inc. (CO) is incorporated under the laws of Colorado.

Sections 7-109-102 and 7-109-107 of the Colorado Business Corporation Act provide that a corporation may indemnify a person made a party to a proceeding because the person is or was a director or officer against liability incurred in the proceeding if the person's conduct was in good faith and the person reasonably believed: (i) in the case of conduct in an official capacity with the corporation, that the conduct was in the corporation's best interests and (ii) in all other cases, that the conduct was at least not opposed to the corporation's best interests; and (iii) in the case of any criminal proceeding, the person had no reasonable cause to believe the person's conduct was unlawful. A corporation may not indemnify a director or officer: (i) in connection with a proceeding by or in the right of the corporation in which the director or officer was adjudged liable to the corporation; or (ii) in connection with any other proceeding charging improper personal benefit to the director or officer, whether or not involving action in an official capacity, in which the director or officer was adjudged liable on the basis that personal benefit was improperly received by him or her. Sections 7-109-103 and 7-109-107 provide that, unless the registrant's articles of incorporation provide otherwise, indemnification is mandatory for a director or officer who was wholly successful, on the merits or otherwise, in the defense of any proceeding, against reasonable expenses incurred in connection therewith. The indemnification provisions of the Colorado Business Corporation Act are not exclusive and are deemed to be in addition to any provisions which may be contained in a corporation's articles of incorporation, bylaws, a resolution of its shareholders or board of directors, or in a contract or otherwise.

The articles of incorporation of Henry Bros. Electronics, Inc. (CO) provide that the registrant shall indemnify any director, officer, employee or agent, or any former director, officer, employee or agent, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement, actually and reasonably incurred in connection with such action, suit or proceeding, if the person (i) acted in good faith and (ii) in a manner reasonably believed to be in, or not opposed to, the best interests of the corporation; and (iii) with respect to any criminal action or proceeding, the person had no reasonable cause to believe the person's conduct was unlawful. The articles of incorporation of Henry Bros. Electronics, Inc. (CO) further provide that the registrant shall indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action by or in the right of the corporation by reason of the fact that such person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or business entity against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action, if such person acted in good faith and in a manner such person reasonably believed to be in, or not opposed to, the best interests of the corporation, except that no indemnification shall be made in respect of any claim as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of such person's duty to the corporation.

The bylaws of Henry Bros. Electronics, Inc. (CO) provide that the registrant shall indemnify any person who was or is a party or is threatened to be made a party to any action, suit or proceeding, whether civil, criminal, administrative or investigative (including any action or suit by or in the right of the corporation) 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.

Delaware Registrants:

(a) AI Metrix, Inc., Charleston Marine Containers, Inc., Digital Fusion, Inc., General Microwave Israel Corporation, Gichner Holdings, Inc., Gichner Systems Group, Inc., Gichner Systems International, Inc., Henry Bros. Electronics, Inc. (DE), Herley Industries, Inc., Herley-CTI, Inc., Herley-RSS, Inc., JMA Associates, Inc., Kratos Defense Engineering Solutions, Inc., Kratos Mid-Atlantic, Inc., Kratos Public Safety & Security Solutions, Inc., MSI Acquisition Corp. and WFI NMC Corp. are incorporated under the laws of Delaware.

Section 145 of the DGCL provides that a Delaware corporation may indemnify its directors, officers, employees and agents (or persons serving at our request as a director, officer, employee or agent of another entity) against expenses, judgments, fines, and settlements actually and reasonably incurred by them in connection with any civil, criminal, administrative, or investigative suit or action except actions by or in the right of the corporation if, in connection with the matters in issue, they acted in good faith and in a manner they reasonably believed to be in or not opposed to the best interests of the corporation, and in connection with any criminal suit or proceeding, if in connection with the matters in issue, they had no reasonable cause to believe their conduct was unlawful. Section 145 further provides that in connection with the defense or settlement of any action by or in the right of the corporation, a Delaware corporation may indemnify its directors, officers, employees and agents (or persons serving at our request as a director, officer, employee or agent of another entity) against expenses actually and reasonably incurred by them if, in connection with the matters in issue, they acted in good faith and in a manner they reasonably believed to be in or not opposed to the best interests of the corporation, except that no indemnification may be made in respect of any claim, issue, or matter as to which such person has been adjudged liable to the corporation unless the Delaware Court of Chancery or other court in which such action or suit is brought approves such indemnification. Section 145 further permits a Delaware corporation to grant its directors and officers additional rights of indemnification through bylaw provisions and otherwise, and/or purchase indemnity insurance on behalf of its directors and officers. Section 145 also provides that indemnification is mandatory for an officer or director who was successful, on the merits or otherwise, in the defense of any proceeding, or of any claim, issue or matter in such proceeding, against reasonable expenses (including attorneys' fees) actually and reasonably incurred in connection therewith. The DGCL additionally provides that these rights to indemnification and reimbursement or advancement of expenses shall continue as to a person who has ceased to be a director or officer (or other person indemnified hereunder) and shall inure to the benefit of the executors, administrators, legatees and distributees of such person. Further, the indemnification and advancement of expenses provided by, or granted pursuant to, the provisions of the DGCL shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office.

Section 102(b)(7) of the DGCL provides that a corporation's certificate of incorporation may contain a provision eliminating or limiting the personal liability of a director to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director; *provided* that such provision shall not eliminate or limit the liability of a director for any breach of the director's duty of loyalty, for acts or omissions not in good faith or which involve intentional misconduct or a knowing

violation of law, for actions leading to improper personal benefit to the director, and for payment of dividends or approval of stock repurchases or redemptions that are unlawful under Delaware law.

The certificate of incorporation of each of AI Metrix, Inc., Charleston Marine Containers, Inc., Digital Fusion, Inc., General Microwave Israel Corporation, Gichner Holdings, Inc., Gichner Systems Group, Inc., Gichner Systems International, Inc., Henry Bros. Electronics, Inc. (DE), Herley-CTI, Inc., Herley-RSS, Inc., JMA Associates, Inc., Kratos Public Safety & Security Solutions, Inc., Kratos Defense Engineering Solutions, Inc., MSI Acquisition Corp. and WFI NMC Corp. exculpates the directors of each of these registrants from liability to the fullest extent permitted by the DGCL. The certificate of incorporation of Kratos Mid-Atlantic, Inc. is silent with respect to exculpation of directors from liability for monetary damages.

The organizational documents of all Delaware-incorporated registrants, except for Digital Fusion, Inc., Herley Industries, Inc. and Kratos Mid-Atlantic, Inc., obligate each of the registrants to indemnify their directors and officers to the fullest extent permitted under the DGCL. The bylaws of Digital Fusion, Inc. differ in that they provide that no indemnification shall be made in respect of any claim, issue or matter—whether or not it is by or in the right of the corporation—as to which the indemnitee shall have been adjudged to be liable to the corporation unless, and only to the extent that, a court determines that such person is fairly and reasonably entitled to indemnity for such expenses as the court deems proper. The certificate of incorporation of Kratos Mid-Atlantic, Inc. is silent with respect to the indemnification by the corporation of its directors and officers.

The bylaws of each of AI Metrix, Inc., Digital Fusion, Inc., Gichner Holdings, Inc., Gichner Systems Group, Inc., JMA Associates, Inc., and Kratos Defense Engineering Solutions, Inc. obligate each of the registrants to pay in advance of the final disposition of any proceeding the expenses, including attorneys' fees, incurred by a director or officer in defending or otherwise being involved in such proceeding, upon receipt of an undertaking by or on behalf of the director or officer to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the corporation. The bylaws of each of Kratos Public Safety & Security Solutions, Inc. and WFI NMC Corp. provide instead that each of the companies may pay in advance of the final disposition of any proceeding the expenses incurred by a director or officer in defending such proceeding, contingent upon the authorization of the board of directors and receipt of an undertaking by or on behalf of the director or officer to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the corporation. The bylaws of Charleston Marine Containers, Inc. provide that, if a person who may be entitled to indemnification requests that such person's expenses actually and reasonably incurred in connection with any proceeding, arbitration or investigation be paid by the registrant in advance of its final disposition, such request shall not be unreasonably refused, and a response to such request shall not be unreasonably delayed.

The bylaws of each of AI Metrix, Inc., Gichner Holdings, Inc., Gichner Systems Group, Inc., JMA Associates, Inc., Kratos Public Safety & Security Solutions, Inc., Kratos Defense Engineering Solutions, Inc., and WFI NMC Corp. further provide that each of the registrants may maintain insurance to protect itself and any director or officer of the registrant against any expenses, liabilities or losses, whether or not the corporation would have the power to indemnify such person against such expenses, liabilities or losses under the DGCL. The bylaws of Digital Fusion, Inc., on the other hand, mandate that the registrant purchase and maintain insurance on behalf of any person who is or was or has agreed to serve as a director or officer of the registrant against any liability asserted against and incurred by him or her or on his or her behalf in any such capacity, or arising out of his or her status as such, whether or not the registrant would have the power to indemnify him or her against such liability, so long as such insurance is available on acceptable terms as decided by the board of directors.

The bylaws of each of Gichner Holdings, Inc., Gichner Systems Group, Inc., JMA Associates, Inc., and Kratos Defense Engineering Solutions, Inc. provide that each of the registrants shall indemnify any

director or officer in connection with any proceeding (or part thereof) initiated by such director or officer only if such proceeding (or part thereof) was authorized by the board of directors of the corporation, or, as for Kratos Defense Engineering Solutions, Inc., only if such proceeding was brought to establish or enforce a right to indemnification under any agreement, statute or law.

The bylaws of each of General Microwave Israel Corporation, Henry Bros. Electronics, Inc. (DE), Herley Industries, Inc., Herley-CTI, Inc., Herley-RSS, Inc. and MSI Acquisition Corp. 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 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 provisions of the bylaws of each of General Microwave Israel Corporation, Henry Bros. Electronics, Inc. (DE), Herley Industries, Inc., Herley-CTI, Inc., Herley-RSS, Inc. and MSI Acquisition Corp. are not exclusive of any other rights to which those indemnified may be entitled, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs and personal representatives of such a person.

(b) Dallastown Realty I, LLC, Dallastown Realty II, LLC, SCT Acquisition, LLC, and SCT Real Estate, LLC are limited liability companies organized under the laws of Delaware.

Section 18-108 of the Delaware Limited Liability Company Act permits a limited liability company to indemnify any member or manager of the company from and against any and all claims and demands whatsoever.

Section 18-1101 of the Delaware Limited Liability Company Act permits a limited liability company to provide in its limited liability company agreement that a member, manager or other person shall not be liable for breach of contract and breach of duties to the limited liability company or to another member or manager or to another person that is a party to or is otherwise bound by the limited liability company agreement, except that a limited liability company agreement may not limit or eliminate liability for any act or omission that constitutes a bad faith violation of the implied contractual covenant of good faith and fair dealing.

The operating agreements of Dallastown Realty I, LLC, and Dallastown Realty II, LLC provide that each of the registrants shall indemnify and protect each member and manager against any and all claims, liabilities, costs and expenses (including but not limited to reasonable legal fees and costs) arising directly or indirectly from any suit, action, investigation or other proceeding (whether formal or informal) that is brought or threatened against a member or manager and is based on the acts or omissions of such member or manager on behalf of the registrant, unless such acts or omissions violate the operating agreement, constituted willful misconduct or resulted from a willful violation of criminal law. The registrant shall have no obligation to indemnify a member or manager to the extent, if any, that the member or manager is entitled to be indemnified by another source, such as, without limitation, an insurance company. If a member or manager incurs or pays an indemnified cost, the company shall reimburse the member or manager for the full amount of such indemnified cost.

The amended and restated limited liability company operating agreement of SCT Acquistion, LLC provides that the registrant shall indemnify, save harmless, and pay all judgments and claims against any member, officer, employee, advisor or agent relating to any liability or damage incurred by reason of any act performed or omitted to be performed by such member, officer, employee, advisor or agent in connection with the business of the corporation, including attorneys' fees incurred by such member,

officer, employee, advisor or agent in connection with the defense of any action based on any such act or omission. The operating agreement provides further that the registrant shall indemnify, save harmless, and pay all expenses, costs or liabilities of any member, officer, employee, advisor or agent who for the benefit of the corporation makes any deposit, acquires any option, or makes any other similar payment or assumes any obligation in connection with any property proposed to be acquired by the corporation and who suffers any financial loss as the result of such action.

The amended and restated limited liability company agreement of SCT Real Estate, LLC provides that the registrant shall indemnify any member or officer for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such member or officer, other than fraudulent acts or omissions or those resulting from willful misconduct by such officer; *provided* that, any indemnity shall be provided out of and to the extent of company assets only and no member shall have personal liability on account thereof.

Florida Registrant: DEI Services Corporation, Digital Fusion Solutions, Inc., and Micro Systems, Inc. are incorporated under the laws of Florida.

Section 607.0850 of the Florida Business Corporation Act provides that a corporation shall have power to indemnify any person who was or is a party to any proceeding (other than an action by, or in the right of, the corporation) by reason of the fact that he is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust or other enterprise, against liability incurred in connection with such proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the corporation and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. A corporation may indemnify officers and directors in an action by or in the right of the corporation under the same conditions against expenses and amounts paid in settlement not exceeding, in the judgment of the board of directors, the estimated expense of litigating the proceeding to conclusion, actually and reasonably incurred in connection with the defense or settlement of such proceeding, including any appeal thereof, except that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable unless judicially approved. Section 607.0850 of the Florida Business Corporation Act also provides that to the extent that a director, officer, employee, or agent of a corporation has been successful on the merits or otherwise in defense of any proceeding, claim, issue or matter referred to above, he must be indemnified against expenses actually and reasonably incurred.

Section 607.0831 of the Florida Business Corporation Act provides that a director shall not be personally liable for monetary damages to the corporation or any other person for any statement, vote, decision or failure to act regarding corporate management or policy by such director, unless the director breached or failed to perform his or her duties as a director and the director's breach of, or failure to perform, those duties constitutes: (i) a violation of criminal law, unless the director had reasonable cause to believe his or her conduct was lawful or had no reasonable cause to believe his or her conduct was unlawful; (ii) a transaction from which the director derived an improper personal benefit, either directly or indirectly; (iii) a circumstance under which the director is liable for unlawful distributions; (iv) in a proceeding by or in the right of the corporation to procure a judgment in its favor or by or in the right of a shareholder, conscious disregard for the best interest of the corporation, or willful misconduct; or (v) in a proceeding by or in the right of someone other than the corporation or a shareholder, recklessness or an act or omission which was committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

The articles of incorporation of DEI Services Corporation provide that the registrant shall indemnify any present or former officer or director, or person exercising any duties of an officer or director, and shall advance expenses on behalf of any such officer, director or other person, in each case, to the fullest extent permitted by Florida law.

The bylaws of DEI Services Corporation are silent with respect to exculpation of directors from liability for monetary damages and indemnification by the registrant of its directors and officers.

The articles of incorporation and the bylaws of Digital Fusion Solutions, Inc. provide that the registrant shall indemnify any officer or director, or any former officer or director, to the full extent permitted by Florida law, including the advancement of related expenses, if such director or officer complies with the standard of conduct required by Florida law, as is described above. The bylaws provide further that the foregoing right of indemnification shall not be exclusive of other rights to which the director or officer, his heirs or personal representatives may be entitled and that the registrant may purchase insurance for the purpose of indemnifying directors and officers.

The articles of incorporation of Micro Systems, Inc. are silent with respect to exculpation of directors from liability for monetary damages and indemnification by the registrant of its directors and officers.

The bylaws of Micro Systems, Inc. provide that the registrant shall indemnify any person who was or is a party to any proceeding (other than an action by, or in the right of, the corporation) by reason of the fact that he is or was a director or officer of the registrant, or is or was serving at the request of the registrant as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines, penalties and amounts paid in settlement actually and reasonably incurred in connection with such proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the registrant and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The indemnification provisions provided by the bylaws of Micro Systems, Inc. are not deemed exclusive of any other rights to which a director or officer may be entitled under the articles of incorporation, bylaws, any resolution of stockholders or directors, any agreement or otherwise, and shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Georgia Registrant: Kratos Southeast, Inc. is incorporated under the laws of Georgia.

Sections 14-2-851 and 14-2-857 of the Georgia Business Corporation Code provide that a corporation may indemnify an individual who is made a party to a proceeding because he or she is or was a director or officer against liability incurred in the proceeding if: (1) the individual conducted himself or herself in good faith; and (2) the individual reasonably believed: (A) in the case of conduct in his or her official capacity with the corporation, that the conduct was in the corporation's best interests; and (B) in all other cases, that the conduct was at least not opposed to the corporation's best interests; and (C) in the case of any criminal proceeding, the individual had no reasonable cause to believe that his or her conduct was unlawful. A corporation may not indemnify a director or officer: (1) in connection with a proceeding by or in the right of the corporation, except for reasonable expenses incurred in connection with the proceeding if it is determined that the director has met the relevant standard described above; or (2) in connection with any proceeding with respect to conduct for which he or she was adjudged liable on the basis that personal benefit was improperly received by him or her, whether or not involving action in his or her official capacity. Sections 14-2-854 and 14-2-857 provide that indemnification is mandatory for an officer or director who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which he or she was a party because he or she was a director of the corporation against reasonable expenses incurred by the director in connection with the proceeding.

Section 14-2-202(b)(4) of the Georgia Business Corporation Code permits a corporation to provide in its articles of incorporation that a director of the corporation shall not be personally liable to the corporation or its shareholders for monetary damages for any action taken or any failure to take any action as a director, except for (a) any appropriation, in violation of his or her duties, of any business opportunity of the corporation; (b) acts or omissions which involve intentional misconduct or a knowing

violation of law; (c) liability for unlawful distributions; or (iv) any transaction from which the director received an improper personal benefit. Section 14-2-842 of the Georgia Business Corporation Code provides that an officer shall not be liable to the corporation or to its shareholders for any action taken as an officer or any failure to take any action if such officer performed the duties of the office (i) in a manner he or she believes in good faith to be in the best interests of the corporation and (ii) with the care an ordinarily prudent person in a like position would exercise under similar circumstances.

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

The articles of incorporation also provide that the registrant shall, to the fullest extent permitted by the provisions of the Georgia Business Corporation Code, indemnify any and all persons whom it shall have power to indemnify from and against any and all of the expenses, liabilities or other matters referred to in, or covered by, Georgia law, and any such indemnification shall not be deemed exclusive of rights to which those indemnified may be entitled under any bylaw, vote of shareholders or disinterested directors, or otherwise, both as to action in their official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

The bylaws provide also that expenses incurred in any claim, action, suit or proceeding may only be paid or reimbursed by the registrant in advance of the final disposition of such claim, action, suit or proceeding if authorized by the board of directors or shareholders upon receipt from the director or officer of (i) a written affirmation of his good faith belief either that he has met the relevant standard of conduct set forth in the Georgia Business Corporation Code or that the proceeding involves conduct for which liability has been eliminated under a provision of the articles of incorporation, and (ii) a written undertaking by such person to repay such advances if it ultimately shall be determined that such director or officer is not entitled to be indemnified. Additionally, the registrant may also purchase and maintain insurance, at its expense, on behalf of an individual who is or was a director or officer of the registrant against liability asserted against or incurred by him in any such capacity or arising from his status as a director or officer, whether or not the registrant would have the power to indemnify him against the same liability under its bylaws.

Indiana Registrants:

(a) Haverstick Consulting, Inc. and HGS Holdings, Inc. are incorporated under the laws of Indiana.

Sections 23-1-37-8 and 23-1-37-13 of the Indiana Business Corporation Law authorizes a corporation to indemnify an individual made a party to a proceeding because the individual is or was a director or officer against liability and reasonable expense incurred in the proceeding if the individual's conduct was in good faith and the individual reasonably believed: (A) in the case of conduct in the individual's official capacity with the corporation, that the individual's conduct was in its best interests; and (B) in all other cases, that the individual's conduct was at least not opposed to its best interests. In the case of any criminal proceeding a corporation may indemnify a director or officer if he or she either: (A) had reasonable cause to believe the individual's conduct was lawful; or (B) had no reasonable cause to believe the individual's conduct was unlawful. Unless limited by its articles of incorporation, a corporation must indemnify a director who is wholly successful, on the merits or otherwise, in the defense of any proceeding to which the director was a party because the director is or was a director of the corporation against reasonable expenses incurred by the director in connection with the proceeding. The indemnification explicitly provided for by the Indiana Business Corporation Law does not exclude any other rights to indemnification and advance for expenses that a person may have under a corporation's articles of incorporation or bylaws, a resolution of the board of directors or of the shareholders, or any other authorization by a majority vote of all the voting shares of the corporation.

Section 23-1-35-1(e) of the Indiana Business Corporation Law provides that a director shall not be liable for any action taken as a director or any failure to take any action, regardless of the nature of the alleged breach of duty, unless (i) the director has breached or failed to perform the duties of the director's office (1) in good faith, (2) with the care an ordinarily prudent person in a like position would exercise under similar circumstances and (3) in a manner the director reasonably believes to be in the best interests of the corporation and (ii) the breach or failure to perform constitutes willful misconduct or recklessness.

The articles of incorporation of each of Haverstick Consulting, Inc. and HGS Holdings, Inc. provide that the directors shall be immune from personal liability for any action taken as a director, or any failure to take any action, to the fullest extent permitted by the provisions of and the general principles of the Indiana Business Corporation Law.

The bylaws of each of Haverstick Consulting, Inc. and HGS Holdings, Inc. also authorize the indemnification provisions described above to the fullest extent permitted under Indiana law.

(b) Rocket Support Services LLC is a limited liability company organized under the laws of Indiana.

Section 23-18-2-2 of the Indiana Business Flexibility Act provides that, unless the limited liability company's articles of organization provide otherwise, every limited liability company has power to indemnify and hold harmless any member, manager, agent, or employee from and against any and all claims and demands, except in the case of action or failure to act by the member, agent, or employee which constitutes willful misconduct or recklessness and subject to any standards and restrictions set forth in a written operating agreement. Section 23-18-4-4 of the Indiana Business Flexibility Act provides that a written operating agreement may provide for indemnification of a member or manager for monetary damages for judgments, settlements, penalties, fines, or expenses incurred in a proceeding to which a person is a party because the person is or was a member or manager.

Section 23-18-4-2(a) of the Indiana Business Flexibility Act provides that, unless otherwise provided in a written operating agreement, a member or manager cannot be liable for damages to the limited liability company or to the members of the limited liability company for any action taken or failure to act on behalf of the limited liability company, unless the act or omission constitutes willful misconduct or recklessness.

The operating agreement of Rocket Support Services LLC provides that the registrant is obligated to indemnify the manager and any officer of the company against any liability or expense incurred with respect to claims asserted against the manager or such officer by reason of being the manager or officer of the registrant or arising out of or in connection with any action taken or failure to act for or on behalf of the registrant to the fullest extent permitted by law.

Maryland Registrant: Reality Based IT Services, Ltd. is incorporated under the laws of Maryland.

Section 2-418 of the Maryland General Corporation Law permits indemnification of any officer or director made a party to any proceeding by reason of service as an officer or director unless it is established that: (i) the act or omission of such person was material to the matter giving rise to the proceeding and was committed in bad faith or was the result of active and deliberate dishonesty; (ii) such person actually received an improper personal benefit in money, property or services; or (iii) in the case of any criminal proceeding, such person had reasonable cause to believe that the act or omission was unlawful. The indemnity may be against judgments, penalties, fines, settlements and reasonable expenses (including attorneys' fees) actually incurred by the director or officer in connection with the proceeding; but, if the proceeding is one by or in the right of the corporation, indemnification is not permitted with respect to any proceeding in which the director or officer has been adjudged to be liable to the corporation. If the proceeding is one charging improper personal benefit to the director or officer, whether or not involving action in the director's or officer's official capacity, indemnification of the director or officer is not permitted if the director or officer was adjudged to be liable on the basis that personal benefit was improperly received. Unless limited by its charter, under section 2-418

of the Maryland General Corporation Law, a corporation is required to indemnify a director for reasonable expenses incurred if such individual has been successful, on the merits or otherwise, in defense of any proceeding arising out of such individual's official capacity. Indemnification under the provisions of Maryland law is not deemed exclusive of any other rights, by indemnification or otherwise, to which a director or officer may be entitled under the charter, bylaws, any resolution of stockholders or directors, any agreement or otherwise.

Section 2-405.1 of the Maryland General Corporation Law and Section 5-417 of the Maryland Courts and Judicial Proceedings Article provide that a director shall have no liability by reason of being or having been a director of a corporation if such director performs his or her duties (i) in good faith, (ii) in a manner he or she reasonably believes to be in the best interests of the corporation and (iii) with the care that an ordinarily prudent person in a like position would use under similar circumstances.

The certificate of incorporation and the bylaws of Reality Based IT Services, Ltd. are silent with respect to exculpation of directors from liability for monetary damages and indemnification by the registrant of its directors and officers.

New Jersey Registrants: Airorlite Communications, Inc. and Henry Bros. Electronics, Inc. (NJ) are incorporated under the laws of New Jersey.

Section 14A:3-5 of the New Jersey Business Corporation Act authorizes a corporation to indemnify a corporate agent against expenses and liabilities in connection with any proceeding involving the corporate agent by reason of his being or having been a corporate agent, if such corporate agent (i) acted in good faith and (ii) in a manner reasonably believed to be in or not opposed to the best interests of the corporation; and (iii) with respect to any criminal proceeding, such corporate agent had no reasonable cause to believe such corporate agent's conduct was unlawful.

The articles of incorporation of Henry Bros. Electronics, Inc. (NJ) provides that the registrant shall indemnify any and all corporate agents (as defined in Sections 14A:3-5 of the New Jersey Business Corporation Act) to the fullest extent permitted by Section 14A:3-5 of the New Jersey Business Corporation Act and that the indemnification provided for in such articles shall continue as to a person who has ceased to be a corporate agent and shall inure to the benefit of the heirs, executors, administrators and personal representatives of such corporate agent. The bylaws of Henry Bros. Electronics, Inc. (NJ) are silent with respect to exculpation of directors from liability for monetary damages and indemnification by the registrant of its directors and officers.

The bylaws of Airorlite Communications, Inc. provide that the registrant shall indemnify to the fullest extent permitted by law, any person in an action (including actions by or in right of the corporation) by reason of the fact that such person is or was a director or officer of the corporation against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees actually and necessarily incurred as a result of an action or proceeding, civil or criminal, and expenses incurred by such person in defending or settling such action or proceeding.

New York Registrants: Diversified Security Solutions, Inc. and General Microwave Corporation are incorporated under the laws of New York.

Sections 721 and 722 of the New York Business Corporation Law provide that a corporation may indemnify any person made, or threatened to be made, a party to an action or proceeding, whether civil or criminal, by reason of the fact that he was a director or officer of the corporation, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees actually and necessarily incurred as a result of such action or proceeding, or any appeal therein, if such director or officer acted in good faith and for a purpose which he reasonably believed to be in the best interests of the corporation and, in criminal actions or proceedings, in addition, had no reasonable cause to believe that his conduct was unlawful. The indemnification provisions of the New York Business

Corporation Law are not exclusive and are deemed to be in addition to any provisions which may be contained in a corporation's certificate of incorporation, bylaws, a resolution of its shareholders or board of directors, or in an agreement providing for such indemnification; *provided* that no indemnification may be made to or on behalf of any director or officer if a judgment or other final adjudication adverse to the director or officer establishes that his acts were committed in bad faith or were the result of active and deliberate dishonesty and were material to the cause of action so adjudicated, or that he personally gained in fact a financial profit or other advantage to which he was not legally entitled.

The certificate of incorporation and the bylaws of Diversified Security Solutions, Inc. are silent with respect to exculpation of directors from liability for monetary damages and indemnification by the registrant of its directors and officers.

The certificate of incorporation of General Microwave Corporation provides that the registrant may indemnify each person who at any time is or shall have been a director or officer of the corporation and is threatened to be or is made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director or officer of the corporation, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred in connection with any such threatened, pending or completed action, suit or proceeding to the full extent authorized by New York law.

The bylaws of General Microwave Corporation provide that the registrant shall indemnify any person who was or is a party or is threatened to be made a party to any action, suit or proceeding, whether civil, criminal, administrative or investigative (including any action or suit by or in the right of the 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 provisions of the bylaws of General Microwave Corporation are not exclusive of any other rights to which those indemnified may be entitled, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs and personal representatives of such a person.

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

Section 1701.13(E)(1) of the Ohio Revised Code provides that a corporation may indemnify or agree to indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending, or completed proceeding (other than an action by or in the right of the corporation) by reason of the fact that such person is or was a director or officer of the corporation, against expenses and liability reasonably incurred by the director or officer in connection with such proceeding if the director or officer acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe that this conduct was unlawful. In connection with any threatened, pending, or completed proceeding, by or in the right of the corporation to procure a judgment in its favor, no indemnification shall be made (subject to certain exceptions) if: (a) such person shall have been adjudged to be liable for negligence or misconduct in the performance of the person's duty to the corporation unless and only to the extent that the court in which the proceeding was brought shall determine upon application that, despite the adjudication of liability, in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as such court shall deem proper; or (b) the only liability asserted against a director in a proceeding is for the director voting for or assenting to the following: the payment of a

dividend or distribution, the making of a distribution of assets to shareholders, or the purchase or redemption of the corporation's own shares in violation of Ohio law or the corporation's articles of incorporation; a distribution of assets to shareholders during the winding up of the affairs of the corporation, or on dissolution or otherwise, without the payment of all known obligations of the corporation or without making adequate provision for their payment; or the making of a loan, other than in the usual course of business, to an officer, director or shareholder of the corporation other than in the case of at the time of the making of the loan, a majority of the disinterested directors of the corporation voted for the loan and taking into account the terms and provisions of the loan and other relevant factors, determined that the making of the loan could reasonably be expected to benefit the corporation. The Ohio Revised Code further provides that, to the extent that a director, trustee, officer, employee, member, manager, or agent has been successful on the merits or otherwise in defense of any action, suit, or proceeding, or in defense of any claim, issue, or matter therein, the corporation must indemnify him against expenses, including attorney's fees, actually and reasonably incurred by him in connection with the action, suit, or proceeding.

Section 1701.59(D) of the Ohio Revised Code provides that, unless otherwise provided in the articles of incorporation or bylaws, a director shall be liable in damages for any action that the director takes or fails to take as a director only if it is proved by clear and convincing evidence in a court of competent jurisdiction that the director's action or failure to act involved an act or omission undertaken with deliberate intent to cause injury to the corporation or undertaken with reckless disregard for the best interests of the corporation.

The bylaws of Haverstick Government Solutions, Inc. provide that the registrant shall indemnify each person who is made or threatened to be made a party to any proceeding, whether brought by or in the right of the registrant, by reason of the fact that such person is or was a director or officer, against all costs and expenses actually and reasonably incurred by such person concerning, or in connection with, the defense of any claim asserted or suit or proceeding brought against such person by reason of that person's conduct, actions or inaction in such capacity, at the time of incurring such costs or expenses, except costs and expenses incurred in relation to matters as to which such person shall have been willfully derelict in the performance of such person's duty, as determined by the final adjudication of such proceeding or, in a matter not falling within above, as determined by a majority of disinterested members of the board of directors or a majority of a committee of disinterested shareholders of the registrant. The registrant may also make advances against costs, expenses and fees, as and upon the terms, determined by the board of directors. The bylaws also provide that, to the extent any of these indemnification provisions prove to be ineffective for any reason in furnishing the indemnification provided, each of the persons named above shall be indemnified by the registrant to the full extent authorized by Ohio law.

Registrants in Texas:

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

Article 2.02-1 of the Texas Business Corporation Act provides that any director or officer of a Texas corporation may be indemnified against judgments, penalties, fines, settlements and reasonable expenses actually incurred by the person in connection with or in defending any action, suit or proceeding in which he was, is, or is threatened to be made a named defendant by reason of his position as director or officer; *provided* that: (1) he conducted himself in good faith; and (2) he reasonably believed that, in the case of conduct in his official capacity as a director or officer of the corporation, such conduct was in the corporation's best interests, and, in all other cases, that such conduct was at least not opposed to the corporation's best interests; and (3) in the case of a criminal proceeding, he had no reasonable cause to believe his conduct was unlawful. A corporation may indemnify a director or officer in respect of a proceeding in which he is found liable on the basis that personal benefit was improperly received by him, whether or not the benefit resulted from an action taken in his official capacity, or in which he is found liable to the corporation, but the indemnification

is limited to reasonable expenses actually incurred by him in connection with the proceeding and shall not be made in respect of any proceeding in which he shall have been found liable for willful or intentional misconduct in the performance of his duty to the corporation. If a director or officer is wholly successful, on the merits or otherwise, in connection with such a proceeding, such indemnification is mandatory.

Section 7.001 of the Texas Business Organizations Code provides that the articles of incorporation of a corporation may provide that directors are not liable, or are liable only to the extent provided by the articles of incorporation, to the corporation for monetary damages for an act or omission by the person in the person's capacity as a director, except to the extent the director is found liable for (i) a breach of the person's duty of loyalty, if any, to the corporation or the stockholders, (ii) an act or omission not in good faith that either constitutes a breach of duty of the director to the corporation or involves intentional misconduct or a knowing violation of law, (iii) a transaction from which the person received an improper benefit, regardless of whether the benefit resulted from an action taken within the scope of the person's duties, or (iv) an act or omission for which the liability of a director is expressly provided by an applicable statute.

The articles of incorporation of Kratos Texas, Inc. exculpate the directors of the registrant from liability for monetary damages to the fullest extent permitted by Texas law.

The articles of incorporation of Kratos Texas, Inc. also provide that the registrant (a) must indemnify directors to the extent permitted under Texas law, and (b) agrees to advance the reasonable expenses of a director after the registrant receives a written affirmation by the director of his good faith belief that he has met the standard of conduct necessary for indemnification and a written undertaking by or on behalf of the director to repay the amount paid or reimbursed if it is ultimately determined that he has not met that standard or if it is ultimately determined that indemnification of the director against expenses incurred by him in connection with that proceeding is prohibited. These indemnification rights are not exclusive of any other rights to which any director of the registrant may be entitled under any agreement, pursuant to a vote of the board of directors, any committee thereof or the shareholders, as a matter of law or otherwise, either as to action in his official capacity or as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director and shall inure to the benefit of the heirs, executors and administrators of such person.

The bylaws of Kratos Texas, Inc. further provide that the corporation shall indemnify to the maximum extent permitted by Texas law any director or officer who was or is a party or is threatened to be made a party to any proceeding by reason of the fact that he is or was a director or officer of the registrant against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such proceeding if: (i) in the case of a criminal proceeding, such person had no reasonable cause to believe the conduct of the person was unlawful, and (ii) in the case of any action other than one brought by or in the right of the registrant to procure a judgment in its favor, such person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation and, (iii) in the case of an action by or in the right of the registrant to procure a judgment in its favor, such person acted in good faith, in a manner such person believed to be in or not opposed to the best interests of this corporation and its shareholders. No indemnification shall be made in the case of an action by or in the right of the registrant to procure a judgment in its favor, however, with respect to any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the corporation, unless and only to the extent that the court in which such action or suit was brought shall determine upon application that such person is fairly and reasonably entitled to indemnity for such expenses as the court deems proper.

The bylaws of Kratos Texas, Inc. also establish that expenses incurred by an officer as well as a director in defending a proceeding may be paid by the registrant in advance of the final disposition of such proceeding as authorized by the board of directors upon receipt of an undertaking by or on behalf of the director or officer to repay such amount unless it shall ultimately be determined that he is

entitled to be indemnified by the corporation as authorized in these bylaws, and that these indemnification rights shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such person. The registrant is also entitled to purchase and maintain insurance on behalf of any person who is or was a director or officer against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the registrant would have the power to indemnify him against such liability under its bylaws.

(b) Kratos Southwest, L.P., is a limited partnership organized under the laws of Texas.

Section 11.02 of the Texas Revised Limited Partnership Act provides that a limited partnership may indemnify a person who was, is or is threatened to be made a named defendant or respondent in a proceeding because the person is or was a general partner of a limited partnership, and it is determined that the person (i) acted in good faith, and (ii) reasonably believed, in cases regarding the person's conduct in the official capacity of general partner, that such conduct was in the best interests of the partnership, and in all other cases, that the person's conduct was at least not opposed to the partnership's best interests, and (iii) in the case of a criminal proceeding, the person had no reasonable cause to believe that the conduct was unlawful. Pursuant to Section 11.17 of the Texas Revised Limited Partnership Act, a limited partnership may further indemnify and advance expenses to a limited partner, employee, agent, or person serving at the request of the limited partnership as a representative of another enterprise, if so provided by the partnership agreement. The Texas Revised Limited Partnership Act is silent as to exculpation of partners.

The agreement of limited partnership of Kratos Southwest, L.P. provides that the general partner shall be indemnified and held harmless by the partnership, to the full extent permitted under the laws of the State of Texas, to the extent that the partnership assets are sufficient therefor, from and against any and all claims, demands, liabilities, costs, damages, and cause of action arising out of the general partners' management of the partnership affairs, except where the claim at issue is based upon gross negligence, bad faith, breach of any material provision of the partnership agreement, or willful misconduct of the general partner. The indemnification rights herein contained shall be cumulative of, and in addition to, any and all rights, remedies, and recourse to which the general partner shall be entitled. This indemnification shall include the payment of reasonable attorney's fees and other expenses incurred in settling or defending any claims, threatened action, or finally adjudicated legal proceedings. The liability of the limited partners shall be limited to the amount which they have contributed and agreed to contribute to the partnership, and the total amount of all capital contributions returned to such limited partner together with interest thereon necessary to discharge partnership liabilities to all creditors who extend credit or whose claims arose before such return.

Virginia Registrants: Defense Systems, Inc., DTI Associates, Inc., Henry Bros. Electronics, Inc. (VA), and Stapor Research, Inc. are incorporated under the laws of Virginia.

Sections 13.1-697 and 13.1-702 of the Virginia Stock Corporation Act provides that a corporation may indemnify an individual made a party to a proceeding because he is or was a director or officer against liability incurred in the proceeding if the director conducted himself in good faith and believed: (a) in the case of conduct in his official capacity with the corporation, that his conduct was in its best interests; and (b) in all other cases, that his conduct was at least not opposed to its best interests; and (c) in the case of any criminal proceeding, he had no reasonable cause to believe his conduct was unlawful. A corporation may not indemnify a director under this section (i) in connection with a proceeding by or in the right of the corporation, except for reasonable expenses incurred in connection with the proceeding, if it is determined that the director has met the standard of conduct described above, or (ii) in connection with any other proceeding charging improper personal benefit to the director, whether or not involving action in his official capacity, in which he was adjudged liable on the basis that personal benefit was improperly received by him. Unless limited by its articles of incorporation, a corporation shall indemnify a director who entirely prevails in the defense of any

proceeding to which he was a party because he is or was a director of the corporation against reasonable expenses incurred by him in connection with the proceeding. Any corporation also has the power to make any further indemnity beyond the provisions contained in the Virginia Stock Corporation Act, including indemnity with respect to a proceeding by or in the right of the corporation, and to make additional provision for advances and reimbursement of expenses, to any director or officer that may be authorized by the articles of incorporation or any bylaw, except an indemnity against (i) his willful misconduct, or (ii) a knowing violation of the criminal law.

Section 13.1-690(C) of the Virginia Stock Corporation Act provides that a director shall not be liable for any action taken as a director or any failure to take any action if such director performed the duties of the office in accordance with his or her good faith business judgment of the best interests of the corporation.

The articles of incorporation of Defense Systems, Inc. provide that directors and officers shall only be liable for actions taken as a director or officer to the extent provided by the law of the Commonwealth of Virginia. Further, the registrant shall indemnify, to the fullest extent permitted and required by the Virginia Stock Corporation Act, its directors and officers who are made a party to any proceeding by reason of their office for acts or omissions performed in their official capacity.

The articles of incorporation of DTI Associates, Inc. provide that the registrant shall indemnify an individual against liability who has at any time served or serves as a director or officer of the registrant and is made a party to a proceeding because he is or was a director or officer of the registrant, if he conducted himself in good faith and believed his conduct to be in the best interests of the registrant or at least not opposed to its best interests, or had no reasonable cause to believe his conduct was unlawful. The registrant shall not indemnify an individual against liability in connection with any proceeding in which he is adjudged liable to the corporation or in which it is charged that personal benefit was improperly received by him, whether or not the action was performed in his official capacity.

The articles of incorporation of each of Henry Bros. Electronics, Inc. (VA) and Stapor Research, Inc. are silent with respect to exculpation of directors from liability for monetary damages and indemnification by the registrant of its directors and officers.

The bylaws of Henry Bros. Electronics, Inc. (VA) provide that the registrant shall indemnify any and all persons who may serve or have served at any time as directors or officers, and their respective heirs, administrators, successors and assigns, against any and all expenses (including attorneys' fees), and amounts paid in settlement (before or after suit is commenced), actually and necessarily incurred by such persons in connection with the defense or settlement of any claim, action, suit or proceeding in which they are made a party or which may be asserted against them by reason of being or having been directors or officers. The bylaws of Henry Bros. Electronics, Inc. (VA) further provide that the registrant shall have the power to make any other or further indemnity to such officer or director, or former officer or director, that may be authorized by the articles of incorporation or the bylaws of the registrant, or any resolution of its stockholders, except for indemnity against such person's gross negligence or willful misconduct.

The bylaws of Stapor Research, Inc. provide that the registrant shall indemnify any person who was or is a party or is threatened to be made a party to any action, suit or proceeding, whether civil, criminal, administrative or investigative (including any action or suit by or in the right of the 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 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.

Item 21. Exhibits and Financial Statement Schedules.

Exhibit Number	Exhibit Description	Incorporated by Reference			Filed—Furnished Herewith
		Form	Filing Date/ Period End Date	Exhibit	
3.1	Amended and Restated Certificate of Incorporation of Kratos Defense & Security Solutions, Inc.	10-Q	09/30/01	4.1	
3.2	Certificate of Ownership and Merger of Kratos Defense & Security Solutions, Inc. into Wireless Facilities, Inc.	8-K	09/12/07	3.1	
3.3	Certificate of Amendment to Amended and Restated Certificate of Incorporation of Kratos Defense & Security Solutions, Inc.	10-Q	09/27/09	3.1	
3.4	Certificate of Designations, Preferences and Rights of Series A Preferred Stock of Kratos Defense & Security Solutions, Inc.	10-Q	09/30/01	4.2	
3.5	Certificate of Designations, Preferences and Rights of Series B Preferred Stock of Kratos Defense & Security Solutions, Inc. (included as Exhibit A to the Preferred Stock Purchase Agreement, dated as of May 16, 2002, by and among Kratos Defense & Security Solutions, Inc., Meritech Capital Partners II L.P., Meritech Capital Affiliates II L.P., MCB Entrepreneur Partners II L.P., Oak Investment Partners X, Limited Partnership, Oak X Affiliates Fund, Limited Partnership, Oak Investment Partners IX, L.P., Oak Affiliates Fund, L.P., Oak IX Affiliates Fund-A, L.P., and the KLS Trust dated July 14, 1999).	8-K/A	06/05/02	4.1	
3.6	Certificate of Designation of Series C Preferred Stock of Kratos Defense & Security Solutions, Inc.	8-K	12/17/04	3.1	
3.7	Second Amended and Restated Bylaws of Kratos Defense & Security Solutions, Inc.	8-K	03/15/11	3.1	
3.8	Second Amended and Restated Certificate of Incorporation of AI Metrix, Inc., as amended	S-4	06/28/10	3.8	
3.9	Bylaws of AI Metrix, Inc.	S-4	06/28/10	3.9	
3.10	Certificate of Incorporation of Airorlite Communications, Inc., as amended (f/k/a ACI Acquisition Inc.)				*
3.11	Bylaws of Airorlite Communications, Inc. (f/k/a ACI Acquisition Inc.)				*
3.12	Certificate of Incorporation of Charleston Marine Containers Inc.	S-4	06/28/10	3.10	

Exhibit Number	Exhibit Description	Incorporated by Reference			Filed—Furnished Herewith
		Form	Filing Date/ Period End Date	Exhibit	
3.13	Bylaws of Charleston Marine Containers Inc.	S-4	06/28/10	3.11	
3.14	Certificate of Formation of Dallastown Realty I, LLC	S-4	06/28/10	3.12	
3.15	Restated Operating Agreement of Dallastown Realty I, LLC	S-4	06/28/10	3.13	
3.16	Certificate of Formation of Dallastown Realty II, LLC	S-4	06/28/10	3.14	
3.17	Restated Operating Agreement of Dallastown Realty II, LLC	S-4	06/28/10	3.15	
3.18	Amended and Restated Articles of Incorporation of Defense Systems, Incorporated	S-4	06/28/10	3.16	
3.19	Bylaws of Defense Systems, Incorporated	S-4	06/28/10	3.17	
3.20	Articles of Incorporation of DEI Services Corporation, as amended				*
3.21	Bylaws of DEI Services Corporation				*
3.22	Amended and Restated Certificate of Incorporation of Digital Fusion, Inc.	S-4	06/28/10	3.18	
3.23	Amended and Restated Bylaws of Digital Fusion, Inc.	S-4	06/28/10	3.19	
3.24	Amended and Restated Articles of Incorporation of Digital Fusion Solutions, Inc., as amended	S-4	06/28/10	3.20	
3.25	Bylaws of Digital Fusion Solutions, Inc.	S-4	06/28/10	3.21	
3.26	Certificate of Incorporation of Diversified Security Solutions, Inc., as amended (f/k/a Henry Bros. Electronics, Inc.)				*
3.27	Bylaws of Diversified Security Solutions, Inc. (f/k/a Henry Bros. Electronics, Inc.)				*
3.28	Articles of Incorporation of DTI Associates, Inc., as amended (f/k/a Defense Technology Incorporated)	S-4	06/28/10	3.22	
3.29	Bylaws of DTI Associates, Inc. (f/k/a Defense Technology Incorporated)	S-4	06/28/10	3.23	
3.30	Certificate of Incorporation of General Microwave Corporation, as amended				*
3.31	Certificate of Incorporation of General Microwave Israel Corporation				*
3.32	Certificate of Incorporation of Gichner Holdings, Inc., as amended	S-4	06/28/10	3.24	

Exhibit Number	Exhibit Description	Incorporated by Reference			Filed—Furnished Herewith
		Form	Filing Date/ Period End Date	Exhibit	
3.33	Bylaws of Gichner Holdings, Inc.	S-4	06/28/10	3.25	
3.34	Certificate of Incorporation of Gichner Systems Group, Inc., as amended (f/k/a Gichner Acquisition, Inc.)	S-4	06/28/10	3.26	
3.35	Bylaws of Gichner Systems Group, Inc. (f/k/a Gichner Acquisition, Inc.)	S-4	06/28/10	3.27	
3.36	Amended and Restated Certificate of Incorporation of Gichner Systems International, Inc., as amended (f/k/a Gichner Systems Group, Inc.)	S-4	06/28/10	3.28	
3.37	Bylaws of Gichner Systems International, Inc. (f/k/a Gichner Systems Group, Inc.)	S-4	06/28/10	3.29	
3.38	Fourth Amended and Restated Articles of Incorporation of Haverstick Consulting, Inc., as amended	S-4	06/28/10	3.30	
3.39	Amended and Restated Code of By-laws of Haverstick Consulting, Inc.	S-4	06/28/10	3.31	
3.40	Articles of Incorporation of Haverstick Government Solutions, Inc., as amended (f/k/a AFK Acquisition, Co.)	S-4	06/28/10	3.32	
3.41	Regulations of Haverstick Government Solutions, Inc. (f/k/a AFK Acquisition, Co.)	S-4	06/28/10	3.33	
3.42	Articles of Incorporation of Henry Bros. Electronics, Inc., as amended (CA) (f/k/a Photo Scan Systems, Inc. and Photo-Scan Systems, Inc.)				*
3.43	Bylaws of Henry Bros. Electronics, Inc., as amended (CA) (f/k/a Photo Scan Systems, Inc. and Photo-Scan Systems, Inc.)				*
3.44	Articles of Incorporation of Henry Bros. Electronics, Inc., as amended (CO) (f/k/a Securus, Inc. and Photo-Scan of Colo., Inc.)				*
3.45	Certificate of Incorporation of Henry Bros. Electronics, Inc., as amended (DE) (f/k/a Diversified Security Solutions, Inc. and IntegCom Corp.)				*
3.46	Bylaws of Henry Bros. Electronics, Inc. (DE) (f/k/a Diversified Security Solutions, Inc. and IntegCom Corp.)				*

Exhibit Number	Exhibit Description	Incorporated by Reference			Filed—Furnished Herewith
		Form	Filing Date/ Period End Date	Exhibit	
3.47	Certificate of Incorporation of Henry Bros. Electronics, Inc., as amended (NJ) (f/k/a HBE Acquisition Corp.)				*
3.48	Bylaws of Henry Bros. Electronics, Inc. (NJ) (f/k/a HBE Acquisition Corp.)				*
3.49	Articles of Incorporation of Henry Bros. Electronics, Inc., as amended (VA) (f/k/a CIS Security Systems Corporation and Williams Systems)				*
3.50	Bylaws of Henry Bros. Electronics, Inc. (VA) (f/k/a CIS Security Systems Corporation and Williams Systems)				*
3.51	Articles of Organization of Henry Bros. Electronics, L.L.C., as amended (f/k/a Corporate Security Integration, LLC)				*
3.52	Limited Liability Company Agreement of Henry Bros. Electronics, L.L.C. (f/k/a Corporate Security Integration, LLC)				*
3.53	Amended and Restated Certificate of Incorporation of Herley Industries, Inc.				*
3.54	Certificate of Incorporation of Herley-CTI, Inc., as amended (f/k/a Syrix Corp.)				*
3.55	Certificate of Incorporation of Herley-RSS, Inc.				*
3.56	Articles of Incorporation of HGS Holdings, Inc.	S-4	06/28/10	3.34	
3.57	Bylaws of HGS Holdings, Inc.	S-4	06/28/10	3.35	
3.58	First Amended and Restated Certificate of Incorporation of JMA Associates, Inc., as amended	S-4	06/28/10	3.36	
3.59	Bylaws of JMA Associates, Inc.	S-4	06/28/10	3.37	
3.60	Amended and Restated Certificate of Incorporation of Kratos Defense Engineering Solutions, Inc., as amended (f/k/a Kratos Government Solutions, Inc., WFI Government Services, Inc. and High Technology Solutions, Inc.)				*
3.61	Bylaws of Kratos Defense Engineering Solutions, Inc. (f/k/a Kratos Government Solutions, Inc., WFI Government Services, Inc. and High Technology Solutions, Inc.)	S-4	06/28/10	3.41	
3.62	Certificate of Incorporation of Kratos Mid-Atlantic, Inc., as amended (f/k/a Delmarva Systems Corp. and WFI Delaware, Inc.)	S-4	06/28/10	3.42	

Exhibit Number	Exhibit Description	Incorporated by Reference			Filed—Furnished Herewith
		Form	Filing Date/ Period End Date	Exhibit	
3.63	Bylaws of Kratos Mid-Atlantic, Inc. (f/k/a Delmarva Systems Corp. and WFI Delaware, Inc.)	S-4	06/28/10	3.43	
3.64	Certificate of Incorporation of Kratos Public Safety & Security Solutions, Inc., as amended (f/k/a Kratos Commercial Solutions, Inc., SecurePlanet, Inc. and WFI Network Management Services Corp.)				*
3.65	Amended and Restated Bylaws of Kratos Public Safety & Security Solutions, Inc. (f/k/a Kratos Commercial Solutions, Inc., SecurePlanet, Inc. and WFI Network Management Services Corp.)	S-4	06/28/10	3.39	
3.66	Amended and Restated Articles of Incorporation of Kratos Southeast, Inc., as amended	S-4	06/28/10	3.44	
3.67	Amended and Restated Bylaws of Kratos Southeast, Inc.	S-4	06/28/10	3.45	
3.68	Certificate of Limited Partnership of Kratos Southwest L.P., as amended (f/k/a Enco Systems Partnership, Ltd., WFI Texas Limited Partnership, Ltd. and WFI Southwest LP)	S-4	06/28/10	3.46	
3.69	Agreement of Limited Partnership of Kratos Southwest L.P. (f/k/a Enco Systems Partnership, Ltd., WFI Texas Limited Partnership, Ltd. and WFI Southwest LP)	S-4	06/28/10	3.47	
3.70	Amended and Restated Articles of Incorporation of Kratos Technology & Training Solutions, Inc., as amended (f/k/a SYS)				*
3.71	Bylaws of Kratos Technology & Training Solutions, Inc. (f/k/a SYS)	S-4	06/28/10	3.67	
3.72	Articles of Incorporation of Kratos Texas, Inc., as amended (f/k/a ENCO Systems, Inc., WFI Texas, Inc., Wireless Facilities II Texas, Inc. and Kratos Southwest, Inc.)	S-4	06/28/10	3.48	
3.73	Bylaws of Kratos Texas, Inc. (f/k/a ENCO Systems, Inc., WFI Texas, Inc., Wireless Facilities II Texas, Inc. and Kratos Southwest, Inc.)	S-4	06/28/10	3.49	
3.74	Articles of Incorporation of Madison Research Corporation, as amended	S-4	06/28/10	3.50	
3.75	Bylaws of Madison Research Corporation	S-4	06/28/10	3.51	
3.76	Restated Articles of Incorporation of Micro Systems, Inc., as amended				*

Exhibit Number	Exhibit Description	Incorporated by Reference			Filed—Furnished Herewith
		Form	Filing Date/ Period End Date	Exhibit	
3.77	Certificate of Incorporation of MSI Acquisition Corp.				*
3.78	Articles of Incorporation of National Safe of California, as amended (f/k/a Protection Equipment Corporation)				*
3.79	Bylaws of National Safe of California (f/k/a Protection Equipment Corporation)				*
3.80	Second Amended and Restated Articles of Incorporation of Polexis, Inc., as amended	S-4	06/28/10	3.52	
3.81	Bylaws of Polexis, Inc., as amended	S-4	06/28/10	3.53	
3.82	Articles of Incorporation of Reality Based IT Services, Ltd., as amended	S-4	06/28/10	3.54	
3.83	Amended and Restated Bylaws of Reality Based IT Services, Ltd.	S-4	06/28/10	3.55	
3.84	Articles of Organization of Rocket Support Services, LLC	S-4	06/28/10	3.56	
3.85	Amended and Restated Operating Agreement of Rocket Support Services, LLC	S-4	06/28/10	3.57	
3.86	Certificate of Formation of SCT Acquisition, LLC				*
3.87	Amended and Restated Limited Liability Company Operating Agreement of SCT Acquisition, LLC				*
3.88	Certificate of Formation of SCT Real Estate, LLC				*
3.89	Amended and Restated Limited Liability Company Agreement of SCT Real Estate, LLC				*
3.90	Articles of Incorporation of Shadow I, Inc.	S-4	06/28/10	3.58	
3.91	Bylaws of Shadow I, Inc.	S-4	06/28/10	3.59	
3.92	Articles of Incorporation of Shadow II, Inc.	S-4	06/28/10	3.60	
3.93	Bylaws of Shadow II, Inc.	S-4	06/28/10	3.61	
3.94	Articles of Incorporation of Shadow III, Inc.	S-4	06/28/10	3.62	
3.95	Bylaws of Shadow III, Inc.	S-4	06/28/10	3.63	
3.96	Articles of Incorporation of Stapor Research, Inc.				*
3.97	Articles of Incorporation of Summit Research Corporation, as amended	S-4	06/28/10	3.64	
3.98	Amended and Restated Bylaws of Summit Research Corporation	S-4	06/28/10	3.65	
3.99	Certificate of Incorporation of WFI NMC Corp.	S-4	06/28/10	3.68	

Exhibit Number	Exhibit Description	Incorporated by Reference			Filed—Furnished Herewith
		Form	Filing Date/ Period End Date	Exhibit	
3.100	Bylaws of WFI NMC Corp.	S-4	06/28/10	3.69	
3.101	Form of Bylaws of General Microwave Corporation, General Microwave Israel Corporation, Herley Industries, Inc., Herley-CTI, Inc., Herley-RSS, Inc., Micro Systems, Inc., MSI Acquisition Corp., Stapor Research, Inc. and Henry Bros. Electronics, Inc. (CO)				*
4.1	Specimen Stock Certificate	10-K	12/26/10	4.1	
4.2	Form of 10% Senior Secured Note due 2017 (issuable in connection with the 2011 exchange offer)				*
4.3	Form of 10% Senior Secured Note due 2017 (issued in connection with the 2010 exchange offer)	S-4	06/28/10	4.1	
4.4	Rights Agreement, dated as of December 16, 2004, by and between Kratos Defense & Security Solutions, Inc. and Wells Fargo, N.A.	8-K	12/17/04	4.1	
4.5	Indenture, dated as of May 19, 2010, by and among Kratos Defense & Security Solutions, Inc., the Guarantors set forth therein and Wilmington Trust FSB, as Trustee and Collateral Agent (including the Form of 10% Senior Secured Notes due 2017 filed as an exhibit thereto)	8-K	05/25/10	4.1	
4.6	First Supplemental Indenture, dated as of February 7, 2011, by and among Kratos Defense & Security Solutions, Inc., the guarantors listed on Exhibit A thereto and Wilmington Trust FSB, as trustee, to the Indenture (as amended or supplemented), dated as of May 19, 2010, among Kratos Defense & Security Solutions, Inc., the guarantors party thereto and Wilmington Trust FSB, as trustee and collateral agent	8-K	02/07/11	10.2	
4.7	Supplemental Indenture, dated April 1, 2011, among the guaranteeing subsidiaries named therein and Wilmington Trust FSB, as trustee, to the Indenture (as amended or supplemented), dated as of May 19, 2010, among Kratos Defense & Security Solutions, Inc., the guarantors party thereto and Wilmington Trust FSB, as trustee and collateral agent	8-K	04/07/11	4.1	

Exhibit Number	Exhibit Description	Incorporated by Reference			Filed—Furnished Herewith
		Form	Filing Date/ Period End Date	Exhibit	
4.8	Third Supplemental Indenture, dated April 15, 2011, by and among Kratos Defense & Security Solutions, Inc., the guarantors listed on Exhibit A thereto and Wilmington Trust FSB, as trustee and collateral agent, to the Indenture, (as amended or supplemented), dated as of May 19, 2010, among Kratos Defense & Security Solutions, Inc., the guarantors party thereto and Wilmington Trust FSB, as trustee and collateral agent	8-K	04/20/11	4.1	
4.9	Registration Rights Agreement, dated March 25, 2011, by and among Kratos Defense & Security Solutions, Inc., Acquisition Co. Lanza Parent, Lanza Acquisition Co., the guarantors named therein, Jefferies & Company, Inc., KeyBanc Capital Markets Inc., and Oppenheimer & Co. Inc.	8-K	03/29/11	4.2	
5.1	Opinion of Paul, Hastings, Janofsky & Walker LLP				*
5.2	Opinion of Sheppard, Mullin, Richter & Hampton LLP				*
5.3	Opinion of Jackson Walker L.L.P.				*
5.4	Opinion of Greenberg Traurig, P.A.				*
5.5	Opinion of Dinsmore & Shohl LLP				*
5.6	Opinion of Bradley Arant Boult Cummings LLP				*
5.7	Opinion of Ice Miller LLP				*
5.8	Opinion of Greenberg Traurig, LLP				*
5.9	Opinion of King & Spalding LLP				*
5.10	Opinion of Montgomery, McCracken, Walker & Rhoads, LLP				*
5.11	Opinion of Faegre & Benson				*
10.1	Purchase Agreement, dated March 25, 2011, by and among Kratos Defense & Security Solutions, Inc., Acquisition Co. Lanza Parent, Lanza Acquisition Co., the guarantors named therein, Jefferies & Company, Inc., KeyBanc Capital Markets Inc., and Oppenheimer & Co. Inc.	8-K	03/29/11	10.1	
10.2	Security Agreement, dated March 25, 2011, by and among Acquisition Co. Lanza Parent, Lanza Acquisition Co., and Wilmington Trust FSB, as collateral agent	8-K	03/29/11	10.2	
12.1	Statement of computation of ratio of earnings to fixed charges				*

Exhibit Number	Exhibit Description	Incorporated by Reference			Filed—Furnished Herewith
		Form	Filing Date/ Period End Date	Exhibit	
21.1	List of Subsidiaries	S-4	06/07/11	21.1	
23.1	Consent of Paul, Hastings, Janofsky & Walker LLP (included in Exhibit 5.1)				*
23.2	Consent of Sheppard, Mullin, Richter & Hampton LLP (included in Exhibit 5.2)				*
23.3	Consent of Independent Registered Public Accounting Firm, Grant Thornton LLP				*
23.4	Consent of Independent Registered Public Accounting Firm, Grant Thornton LLP				*
23.5	Consent of Registered Public Accounting Firm, Marcum LLP				*
23.6	Consent of Registered Public Accounting Firm, Brightman Almagor Zohar & Co.				*
23.7	Consent of Independent Registered Public Accountants, Amper, Politziner & Mattia LLP				*
23.8	Consent of Independent Registered Public Accounting Firm, Plante & Moran, PLLC				*
24.1	Powers of attorney (included in signature pages of the Registration Statement)				*
25.1	Form T-1 Statement of Eligibility under the Trust Indenture Act of 1939, of Trustee under the Indenture				*
99.1	Form of Letter of Transmittal				*
99.2	Form of Notice of Guaranteed Delivery				*
99.3	Form of Letter to Registered Holders and Depository Trust Company Participants				*
99.4	Form of Letter to Clients				*

Item 22. Undertakings.

Each of the undersigned co-registrants hereby undertakes:

(1) That, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(2) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing

provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

(3) To file, during any period during which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the SEC pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement.

(4) That, for purposes of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(5) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(6) To respond to requests for information that is incorporated by reference into the prospectus pursuant to Items 4, 10(b), 11 or 13 of this Form, within one business day of receipt of such request, and to send the incorporated documents by first class mail or other equally prompt means. This includes information contained in documents filed subsequent to the effective date of the registration statement through the date of responding to the request.

(7) To supply by means of a post-effective amendment all information concerning a transaction, and the company being acquired involved therein, that was not the subject of and included in the registration statement when it became effective.

(8) That, for purposes of determining liability under the Securities Act of 1933 to any purchaser, each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A, shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness. *Provided, however*, that no statement made in a registration statement or prospectus that is part of the registration statement

or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use.

(9) That, for the purpose of determining liability of the registrant under the Securities Act of 1933 to any purchaser in the initial distribution of the securities: Each of the undersigned co-registrants undertakes that in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

(i) Any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424;

(ii) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;

(iii) The portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and

(iv) Any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.

SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of San Diego, State of California, on the 7th day of June, 2011.

KRATOS DEFENSE & SECURITY SOLUTIONS, INC.

By: /s/ ERIC M. DEMARCO

Eric M. DeMarco
President and Chief Executive Officer

POWER OF ATTORNEY

Know all men by these presents, that the undersigned directors and officers of the registrant, which is filing a registration statement on Form S-4 with the Securities and Exchange Commission, Washington, D.C. 20549 under the provisions of the Securities Act of 1933, as amended, hereby constitute and appoint Eric M. DeMarco and Deanna H. Lund, and each of them, the individual's true and lawful attorney-in-fact and agents, with full power of substitution and resubstitution, for the person and in his or her name, place and stead, in any and all capacities, to sign such registration statement and any or all amendments, including post-effective amendments to the registration statement, including a prospectus or an amended prospectus therein and any registration statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and all other documents in connection therewith to be filed with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact as agents or any of them, or their substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

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

Signature	Title	Date
/s/ ERIC M. DEMARCO Eric M. DeMarco	President, Chief Executive Officer and Director (Principal Executive Officer)	June 7, 2011
/s/ DEANNA H. LUND Deanna H. Lund	Executive Vice President and Chief Financial Officer (Principal Financial Officer)	June 7, 2011
/s/ LAURA L. SIEGAL Laura L. Siegal	Vice President, Corporate Controller, and Treasurer (Principal Accounting Officer)	June 7, 2011
/s/ SCOTT I. ANDERSON Scott I. Anderson	Director	June 7, 2011

Signature	Title	Date
/s/ BANDEL L. CARANO Bandel L. Carano	Director	June 7, 2011
/s/ WILLIAM A. HOGLUND William A. Hoglund	Director	June 7, 2011
/s/ SCOT B. JARVIS Scot B. Jarvis	Director	June 7, 2011
/s/ JANE E. JUDD Jane E. Judd	Director	June 7, 2011
/s/ SAMUEL N. LIBERATORE Samuel N. Liberatore	Director	June 7, 2011

SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of San Diego, State of California, on the 7th day of June, 2011.

AI METRIX, INC.
AIRORLITE COMMUNICATIONS, INC.
CHARLESTON MARINE CONTAINERS, INC.
DEFENSE SYSTEMS, INCORPORATED
DEI SERVICES CORPORATION
DIGITAL FUSION, INC.
DIGITAL FUSION SOLUTIONS, INC.
DIVERSIFIED SECURITY SOLUTIONS, INC.
DTI ASSOCIATES, INC.
GENERAL MICROWAVE CORPORATION
GENERAL MICROWAVE ISRAEL CORPORATION
GICHNER HOLDINGS, INC.
GICHNER SYSTEMS GROUP, INC.
GICHNER SYSTEMS INTERNATIONAL, INC.
HAVERSTICK CONSULTING, INC.
HAVERSTICK GOVERNMENT SOLUTIONS, INC.
HENRY BROS. ELECTRONICS, INC. (CA)
HENRY BROS. ELECTRONICS, INC. (CO)
HENRY BROS. ELECTRONICS, INC. (DE)
HENRY BROS. ELECTRONICS, INC. (NJ)
HENRY BROS. ELECTRONICS, INC. (VA)
HERLEY INDUSTRIES, INC.
HERLEY-CTI, INC.
HERLEY-RSS, INC.
HGS HOLDINGS, INC.
KRATOS MID-ATLANTIC, INC.
KRATOS PUBLIC SAFETY & SECURITY SOLUTIONS, INC.
KRATOS SOUTHEAST, INC.
KRATOS TECHNOLOGY & TRAINING SOLUTIONS, INC.
KRATOS TEXAS, INC.
MADISON RESEARCH CORPORATION
MICRO SYSTEMS, INC.
MSI ACQUISITION CORP.
NATIONAL SAFE OF CALIFORNIA, INC.
POLEXIS, INC.
REALITY BASED IT SERVICES, LTD.
SHADOW I, INC.
SHADOW II, INC.

SHADOW III, INC.
STAPOR RESEARCH, INC.
SUMMIT RESEARCH CORPORATION
WFI NMC CORP.

By: /s/ ERIC M. DEMARCO

Eric M. DeMarco
President and Chief Executive Officer

POWER OF ATTORNEY

Know all men by these presents, that the undersigned directors and officers of the registrant, which is filing a registration statement on Form S-4 with the Securities and Exchange Commission, Washington, D.C. 20549 under the provisions of the Securities Act of 1933, as amended, hereby constitute and appoint Eric M. DeMarco and Deanna H. Lund, and each of them, the individual's true and lawful attorney-in-fact and agents, with full power of substitution and resubstitution, for the person and in his or her name, place and stead, in any and all capacities, to sign such registration statement and any or all amendments, including post-effective amendments to the registration statement, including a prospectus or an amended prospectus therein and any registration statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and all other documents in connection therewith to be filed with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact as agents or any of them, or their substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

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

Signature	Title	Date
/s/ ERIC M. DEMARCO Eric M. DeMarco	President, Chief Executive Officer and Director (Principal Executive Officer)	June 7, 2011
/s/ DEANNA H. LUND Deanna H. Lund	Executive Vice President, Chief Financial Officer and Director (Principal Financial Officer)	June 7, 2011
/s/ LAURA L. SIEGAL Laura L. Siegal	Vice President, Corporate Controller, Treasurer and Director (Principal Accounting Officer)	June 7, 2011

SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of San Diego, State of California, on the 7th day of June, 2011.

DALLASTOWN REALTY I, LLC

By: Its Member and Manager

GICHNER HOLDINGS, INC.
a Delaware corporation

By: /s/ ERIC M. DEMARCO

Eric M. DeMarco
President and Chief Executive Officer

POWER OF ATTORNEY

Know all men by these presents, that the undersigned officers of the registrant, which is filing a registration statement on Form S-4 with the Securities and Exchange Commission, Washington, D.C. 20549 under the provisions of the Securities Act of 1933, as amended, hereby constitute and appoint Eric M. DeMarco and Deanna H. Lund, and each of them, the individual's true and lawful attorney-in-fact and agents, with full power of substitution and resubstitution, for the person and in his or her name, place and stead, in any and all capacities, to sign such registration statement and any or all amendments, including post-effective amendments to the registration statement, including a prospectus or an amended prospectus therein and any registration statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and all other documents in connection therewith to be filed with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact as agents or any of them, or their substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

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

Signature	Title	Date
/s/ ERIC M. DEMARCO Eric M. DeMarco	President and Chief Executive Officer of registrant (Principal Executive Officer) Director of Gichner Holdings, Inc.	June 7, 2011
/s/ DEANNA H. LUND Deanna H. Lund	Executive Vice President and Chief Financial Officer of registrant (Principal Financial Officer) Director of Gichner Holdings, Inc.	June 7, 2011

Signature	Title	Date
/s/ LAURA L. SIEGAL Laura L. Siegal	Vice President, Corporate Controller, and Treasurer of registrant (Principal Accounting Officer) Director of Gichner Holdings, Inc.	June 7, 2011

SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of San Diego, State of California, on the 7th day of June, 2011.

DALLASTOWN REALTY II, LLC

By: Its Member and Manager

DALLASTOWN REALTY I, LLC
a Delaware limited liability company
By: Its Member and Manager

GICHNER HOLDINGS, INC.
a Delaware corporation

By: /s/ ERIC M. DEMARCO

Eric M. DeMarco
President and Chief Executive Officer

POWER OF ATTORNEY

Know all men by these presents, that the undersigned officers of the registrant, which is filing a registration statement on Form S-4 with the Securities and Exchange Commission, Washington, D.C. 20549 under the provisions of the Securities Act of 1933, as amended, hereby constitute and appoint Eric M. DeMarco and Deanna H. Lund, and each of them, the individual's true and lawful attorney-in-fact and agents, with full power of substitution and resubstitution, for the person and in his or her name, place and stead, in any and all capacities, to sign such registration statement and any or all amendments, including post-effective amendments to the registration statement, including a prospectus or an amended prospectus therein and any registration statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and all other documents in connection therewith to be filed with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact as agents or any of them, or their substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

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

Signature	Title	Date
/s/ ERIC M. DEMARCO Eric M. DeMarco	President and Chief Executive Officer of registrant (Principal Executive Officer) Director of Gichner Holdings, Inc.	June 7, 2011
/s/ DEANNA H. LUND Deanna H. Lund	Executive Vice President and Chief Financial Officer of registrant (Principal Financial Officer) Director of Gichner Holdings, Inc.	June 7, 2011

Signature	Title	Date
/s/ LAURA L. SIEGAL Laura L. Siegal	Vice President, Corporate Controller, and Treasurer of registrant (Principal Accounting Officer) Director of Gichner Holdings, Inc.	June 7, 2011

SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of San Diego, State of California, on the 7th day of June, 2011.

HENRY BROS. ELECTRONICS, L.L.C.

By: Its Sole Member

HENRY BROS. ELECTRONICS, INC.
a California corporation

By: /s/ ERIC M. DEMARCO

Eric M. DeMarco
President and Chief Executive Officer

POWER OF ATTORNEY

Know all men by these presents, that the undersigned officers of the registrant, which is filing a registration statement on Form S-4 with the Securities and Exchange Commission, Washington, D.C. 20549 under the provisions of the Securities Act of 1933, as amended, hereby constitute and appoint Eric M. DeMarco and Deanna H. Lund, and each of them, the individual's true and lawful attorney-in-fact and agents, with full power of substitution and resubstitution, for the person and in his or her name, place and stead, in any and all capacities, to sign such registration statement and any or all amendments, including post-effective amendments to the registration statement, including a prospectus or an amended prospectus therein and any registration statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and all other documents in connection therewith to be filed with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact as agents or any of them, or their substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

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

Signature	Title	Date
/s/ ERIC M. DEMARCO Eric M. DeMarco	President and Chief Executive Officer of registrant (Principal Executive Officer) Director of Henry Bros. Electronics, Inc.	June 7, 2011
/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.	June 7, 2011

Signature	Title	Date
/s/ LAURA L. SIEGAL Laura L. Siegal	Vice President, Corporate Controller, and Treasurer of registrant (Principal Accounting Officer) Director of Henry Bros. Electronics, Inc.	June 7, 2011

SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of San Diego, State of California, on the 7th day of June, 2011.

JMA ASSOCIATES, INC.

By: /s/ ERIC M. DEMARCO

Eric M. DeMarco
President and Chief Executive Officer

POWER OF ATTORNEY

Know all men by these presents, that the undersigned directors and officers of the registrant, which is filing a registration statement on Form S-4 with the Securities and Exchange Commission, Washington, D.C. 20549 under the provisions of the Securities Act of 1933, as amended, hereby constitute and appoint Eric M. DeMarco and Deanna H. Lund, and each of them, the individual's true and lawful attorney-in-fact and agents, with full power of substitution and resubstitution, for the person and in his or her name, place and stead, in any and all capacities, to sign such registration statement and any or all amendments, including post-effective amendments to the registration statement, including a prospectus or an amended prospectus therein and any registration statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and all other documents in connection therewith to be filed with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact as agents or any of them, or their substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

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

Signature	Title	Date
/s/ ERIC M. DEMARCO Eric M. DeMarco	President, Chief Executive Officer and Director (Principal Executive Officer)	June 7, 2011
/s/ DEANNA H. LUND Deanna H. Lund	Executive Vice President, Chief Financial Officer and Director (Principal Financial Officer)	June 7, 2011
/s/ LAURA L. SIEGAL Laura L. Siegal	Vice President, Corporate Controller, and Treasurer (Principal Accounting Officer)	June 7, 2011

SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of San Diego, State of California, on the 7th day of June, 2011.

KRATOS DEFENSE ENGINEERING SOLUTIONS, INC.

By: /s/ ERIC M. DEMARCO

Eric M. DeMarco
President and Chief Executive Officer

POWER OF ATTORNEY

Know all men by these presents, that the undersigned directors and officers of the registrant, which is filing a registration statement on Form S-4 with the Securities and Exchange Commission, Washington, D.C. 20549 under the provisions of the Securities Act of 1933, as amended, hereby constitute and appoint Eric M. DeMarco and Deanna H. Lund, and each of them, the individual's true and lawful attorney-in-fact and agents, with full power of substitution and resubstitution, for the person and in his or her name, place and stead, in any and all capacities, to sign such registration statement and any or all amendments, including post-effective amendments to the registration statement, including a prospectus or an amended prospectus therein and any registration statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and all other documents in connection therewith to be filed with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact as agents or any of them, or their substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

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

Signature	Title	Date
/s/ ERIC M. DEMARCO Eric M. DeMarco	President, Chief Executive Officer and Director (Principal Executive Officer)	June 7, 2011
/s/ DEANNA H. LUND Deanna H. Lund	Executive Vice President, Chief Financial Officer and Director (Principal Financial Officer)	June 7, 2011
/s/ LAURA L. SIEGAL Laura L. Siegal	Vice President, Corporate Controller, Treasurer and Director (Principal Accounting Officer)	June 7, 2011
/s/ WILLIAM HOGLUND William Hoglund	Director	June 7, 2011

SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of San Diego, State of California, on the 7th day of June, 2011.

KRATOS SOUTHWEST L.P.
By: Its General Partner

KRATOS TEXAS, INC.
a Texas corporation

By: /s/ ERIC M. DEMARCO

Eric M. DeMarco
President and Chief Executive Officer

POWER OF ATTORNEY

Know all men by these presents, that the undersigned officers of the registrant, which is filing a registration statement on Form S-4 with the Securities and Exchange Commission, Washington, D.C. 20549 under the provisions of the Securities Act of 1933, as amended, hereby constitute and appoint Eric M. DeMarco and Deanna H. Lund, and each of them, the individual's true and lawful attorney-in-fact and agents, with full power of substitution and resubstitution, for the person and in his or her name, place and stead, in any and all capacities, to sign such registration statement and any or all amendments, including post-effective amendments to the registration statement, including a prospectus or an amended prospectus therein and any registration statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and all other documents in connection therewith to be filed with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact as agents or any of them, or their substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

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

Signature	Title	Date
/s/ ERIC M. DEMARCO Eric M. DeMarco	President and Chief Executive Officer of registrant (Principal Executive Officer) Director of Kratos Texas, Inc.	June 7, 2011
/s/ DEANNA H. LUND Deanna H. Lund	Executive Vice President and Chief Financial Officer of registrant (Principal Financial Officer) Director of Kratos Texas, Inc.	June 7, 2011
/s/ LAURA L. SIEGAL Laura L. Siegal	Vice President, Corporate Controller, and Treasurer of registrant (Principal Accounting Officer) Director of Kratos Texas, Inc.	June 7, 2011

SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of San Diego, State of California, on the 7th day of June, 2011.

ROCKET SUPPORT SERVICES, LLC
By: Its Member and Manager

HGS HOLDINGS, INC.
a Indiana corporation

By: /s/ ERIC M. DEMARCO

Eric M. DeMarco
President and Chief Executive Officer

POWER OF ATTORNEY

Know all men by these presents, that the undersigned officers of the registrant, which is filing a registration statement on Form S-4 with the Securities and Exchange Commission, Washington, D.C. 20549 under the provisions of the Securities Act of 1933, as amended, hereby constitute and appoint Eric M. DeMarco and Deanna H. Lund, and each of them, the individual's true and lawful attorney-in-fact and agents, with full power of substitution and resubstitution, for the person and in his or her name, place and stead, in any and all capacities, to sign such registration statement and any or all amendments, including post-effective amendments to the registration statement, including a prospectus or an amended prospectus therein and any registration statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and all other documents in connection therewith to be filed with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact as agents or any of them, or their substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

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

Signature	Title	Date
/s/ ERIC M. DEMARCO Eric M. DeMarco	President and Chief Executive Officer of registrant (Principal Executive Officer) Director of HGS Holdings, Inc.	June 7, 2011
/s/ DEANNA H. LUND Deanna H. Lund	Executive Vice President and Chief Financial Officer of registrant (Principal Financial Officer) Director of HGS Holdings, Inc.	June 7, 2011
/s/ LAURA L. SIEGAL Laura L. Siegal	Vice President, Corporate Controller, and Treasurer of registrant (Principal Accounting Officer) Director of HGS Holdings, Inc.	June 7, 2011

SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of San Diego, State of California, on the 7th day of June, 2011.

SCT ACQUISITION, LLC
By: Its Sole Member

CHARLESTON MARINE CONTAINERS, INC.
a Delaware corporation

By: /s/ ERIC M. DEMARCO

Eric M. DeMarco
President and Chief Executive Officer

POWER OF ATTORNEY

Know all men by these presents, that the undersigned officers of the registrant, which is filing a registration statement on Form S-4 with the Securities and Exchange Commission, Washington, D.C. 20549 under the provisions of the Securities Act of 1933, as amended, hereby constitute and appoint Eric M. DeMarco and Deanna H. Lund, and each of them, the individual's true and lawful attorney-in-fact and agents, with full power of substitution and resubstitution, for the person and in his or her name, place and stead, in any and all capacities, to sign such registration statement and any or all amendments, including post-effective amendments to the registration statement, including a prospectus or an amended prospectus therein and any registration statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and all other documents in connection therewith to be filed with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact as agents or any of them, or their substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

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

Signature	Title	Date
/s/ ERIC M. DEMARCO Eric M. DeMarco	President and Chief Executive Officer of registrant (Principal Executive Officer) Director of Charleston Marine Containers, Inc.	June 7, 2011
/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.	June 7, 2011
/s/ LAURA L. SIEGAL Laura L. Siegal	Vice President, Corporate Controller, and Treasurer of registrant (Principal Accounting Officer) Director of Charleston Marine Containers, Inc.	June 7, 2011

SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of San Diego, State of California, on the 7th day of June, 2011.

SCT REAL ESTATE, LLC
By: Its Sole Member

SCT ACQUISITION, LLC
a Delaware limited liability company
By: Its Sole Member

CHARLESTON MARINE CONTAINERS, INC.
a Delaware corporation

By: /s/ ERIC M. DEMARCO

Eric M. DeMarco
President and Chief Executive Officer

POWER OF ATTORNEY

Know all men by these presents, that the undersigned officers of the registrant, which is filing a registration statement on Form S-4 with the Securities and Exchange Commission, Washington, D.C. 20549 under the provisions of the Securities Act of 1933, as amended, hereby constitute and appoint Eric M. DeMarco and Deanna H. Lund, and each of them, the individual's true and lawful attorney-in-fact and agents, with full power of substitution and resubstitution, for the person and in his or her name, place and stead, in any and all capacities, to sign such registration statement and any or all amendments, including post-effective amendments to the registration statement, including a prospectus or an amended prospectus therein and any registration statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and all other documents in connection therewith to be filed with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact as agents or any of them, or their substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

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

Signature	Title	Date
/s/ ERIC M. DEMARCO Eric M. DeMarco	President and Chief Executive Officer of registrant (Principal Executive Officer) Director of Charleston Marine Containers, Inc.	June 7, 2011
/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.	June 7, 2011
/s/ LAURA L. SIEGAL Laura L. Siegal	Vice President, Corporate Controller, and Treasurer of registrant (Principal Accounting Officer) Director of Charleston Marine Containers, Inc.	June 7, 2011

EXHIBIT INDEX

Exhibit Number	Exhibit Description	Incorporated by Reference			Filed—Furnished Herewith
		Form	Filing Date/ Period End Date	Exhibit	
3.1	Amended and Restated Certificate of Incorporation of Kratos Defense & Security Solutions, Inc.	10-Q	09/30/01	4.1	
3.2	Certificate of Ownership and Merger of Kratos Defense & Security Solutions, Inc. into Wireless Facilities, Inc.	8-K	09/12/07	3.1	
3.3	Certificate of Amendment to Amended and Restated Certificate of Incorporation of Kratos Defense & Security Solutions, Inc.	10-Q	09/27/09	3.1	
3.4	Certificate of Designations, Preferences and Rights of Series A Preferred Stock of Kratos Defense & Security Solutions, Inc.	10-Q	09/30/01	4.2	
3.5	Certificate of Designations, Preferences and Rights of Series B Preferred Stock of Kratos Defense & Security Solutions, Inc. (included as Exhibit A to the Preferred Stock Purchase Agreement, dated as of May 16, 2002, by and among Kratos Defense & Security Solutions, Inc., Meritech Capital Partners II L.P., Meritech Capital Affiliates II L.P., MCB Entrepreneur Partners II L.P., Oak Investment Partners X, Limited Partnership, Oak X Affiliates Fund, Limited Partnership, Oak Investment Partners IX, L.P., Oak Affiliates Fund, L.P., Oak IX Affiliates Fund—A, L.P., and the KLS Trust dated July 14, 1999).	8-K/A	06/05/02	4.1	
3.6	Certificate of Designation of Series C Preferred Stock of Kratos Defense & Security Solutions, Inc.	8-K	12/17/04	3.1	
3.7	Second Amended and Restated Bylaws of Kratos Defense & Security Solutions, Inc.	8-K	03/15/11	3.1	
3.8	Second Amended and Restated Certificate of Incorporation of AI Metrix, Inc., as amended	S-4	06/28/10	3.8	
3.9	Bylaws of AI Metrix, Inc.	S-4	06/28/10	3.9	
3.10	Certificate of Incorporation of Airorlite Communications, Inc., as amended (f/k/a ACI Acquisition Inc.)				*
3.11	Bylaws of Airorlite Communications, Inc. (f/k/a ACI Acquisition Inc.)				*
3.12	Certificate of Incorporation of Charleston Marine Containers Inc.	S-4	06/28/10	3.10	
3.13	Bylaws of Charleston Marine Containers Inc.	S-4	06/28/10	3.11	
3.14	Certificate of Formation of Dallastown Realty I, LLC	S-4	06/28/10	3.12	
3.15	Restated Operating Agreement of Dallastown Realty I, LLC	S-4	06/28/10	3.13	
3.16	Certificate of Formation of Dallastown Realty II, LLC	S-4	06/28/10	3.14	
3.17	Restated Operating Agreement of Dallastown Realty II, LLC	S-4	06/28/10	3.15	
3.18	Amended and Restated Articles of Incorporation of Defense Systems, Incorporated	S-4	06/28/10	3.16	
3.19	Bylaws of Defense Systems, Incorporated	S-4	06/28/10	3.17	
3.20	Articles of Incorporation of DEI Services Corporation, as amended				*
3.21	Bylaws of DEI Services Corporation				*
3.22	Amended and Restated Certificate of Incorporation of Digital Fusion, Inc.	S-4	06/28/10	3.18	
3.23	Amended and Restated Bylaws of Digital Fusion, Inc.	S-4	06/28/10	3.19	

Exhibit Number	Exhibit Description	Incorporated by Reference			Filed—Furnished Herewith
		Form	Filing Date/ Period End Date	Exhibit	
3.24	Amended and Restated Articles of Incorporation of Digital Fusion Solutions, Inc., as amended	S-4	06/28/10	3.20	
3.25	Bylaws of Digital Fusion Solutions, Inc.	S-4	06/28/10	3.21	
3.26	Certificate of Incorporation of Diversified Security Solutions, Inc., as amended (f/k/a Henry Bros. Electronics, Inc.)				*
3.27	Bylaws of Diversified Security Solutions, Inc. (f/k/a Henry Bros. Electronics, Inc.)				*
3.28	Articles of Incorporation of DTI Associates, Inc., as amended (f/k/a Defense Technology Incorporated)	S-4	06/28/10	3.22	
3.29	Bylaws of DTI Associates, Inc. (f/k/a Defense Technology Incorporated)	S-4	06/28/10	3.23	
3.30	Certificate of Incorporation of General Microwave Corporation, as amended				*
3.31	Certificate of Incorporation of General Microwave Israel Corporation				*
3.32	Certificate of Incorporation of Gichner Holdings, Inc., as amended	S-4	06/28/10	3.24	
3.33	Bylaws of Gichner Holdings, Inc.	S-4	06/28/10	3.25	
3.34	Certificate of Incorporation of Gichner Systems Group, Inc., as amended (f/k/a Gichner Acquisition, Inc.)	S-4	06/28/10	3.26	
3.35	Bylaws of Gichner Systems Group, Inc. (f/k/a Gichner Acquisition, Inc.)	S-4	06/28/10	3.27	
3.36	Amended and Restated Certificate of Incorporation of Gichner Systems International, Inc., as amended (f/k/a Gichner Systems Group, Inc.)	S-4	06/28/10	3.28	
3.37	Bylaws of Gichner Systems International, Inc. (f/k/a Gichner Systems Group, Inc.)	S-4	06/28/10	3.29	
3.38	Fourth Amended and Restated Articles of Incorporation of Haverstick Consulting, Inc., as amended	S-4	06/28/10	3.30	
3.39	Amended and Restated Code of By-laws of Haverstick Consulting, Inc.	S-4	06/28/10	3.31	
3.40	Articles of Incorporation of Haverstick Government Solutions, Inc., as amended (f/k/a AFK Acquisition, Co.)	S-4	06/28/10	3.32	
3.41	Regulations of Haverstick Government Solutions, Inc. (f/k/a AFK Acquisition, Co.)	S-4	06/28/10	3.33	
3.42	Articles of Incorporation of Henry Bros. Electronics, Inc., as amended (CA) (f/k/a Photo Scan Systems, Inc. and Photo-Scan Systems, Inc.)				*
3.43	Bylaws of Henry Bros. Electronics, Inc., as amended (CA) (f/k/a Photo Scan Systems, Inc. and Photo-Scan Systems, Inc.)				*
3.44	Articles of Incorporation of Henry Bros. Electronics, Inc., as amended (CO) (f/k/a Securus, Inc. and Photo-Scan of Colo., Inc.)				*
3.45	Certificate of Incorporation of Henry Bros. Electronics, Inc., as amended (DE) (f/k/a Diversified Security Solutions, Inc. and IntegCom Corp.)				*

Exhibit Number	Exhibit Description	Incorporated by Reference			Filed—Furnished Herewith
		Form	Filing Date/ Period End Date	Exhibit	
3.46	Bylaws of Henry Bros. Electronics, Inc. (DE) (f/k/a Diversified Security Solutions, Inc. and IntegCom Corp.)				*
3.47	Certificate of Incorporation of Henry Bros. Electronics, Inc., as amended (NJ) (f/k/a HBE Acquisition Corp.)				*
3.48	Bylaws of Henry Bros. Electronics, Inc. (NJ) (f/k/a HBE Acquisition Corp.)				*
3.49	Articles of Incorporation of Henry Bros. Electronics, Inc., as amended (VA) (f/k/a CIS Security Systems Corporation and Williams Systems)				*
3.50	Bylaws of Henry Bros. Electronics, Inc. (VA) (f/k/a CIS Security Systems Corporation and Williams Systems)				*
3.51	Articles of Organization of Henry Bros. Electronics, L.L.C., as amended (f/k/a Corporate Security Integration, LLC)				*
3.52	Limited Liability Company Agreement of Henry Bros. Electronics, L.L.C. (f/k/a Corporate Security Integration, LLC)				*
3.53	Amended and Restated Certificate of Incorporation of Herley Industries, Inc.				*
3.54	Certificate of Incorporation of Herley-CTI, Inc., as amended (f/k/a Syrix Corp.)				*
3.55	Certificate of Incorporation of Herley-RSS, Inc.				*
3.56	Articles of Incorporation of HGS Holdings, Inc.	S-4	06/28/10	3.34	
3.57	Bylaws of HGS Holdings, Inc.	S-4	06/28/10	3.35	
3.58	First Amended and Restated Certificate of Incorporation of JMA Associates, Inc., as amended	S-4	06/28/10	3.36	
3.59	Bylaws of JMA Associates, Inc.	S-4	06/28/10	3.37	
3.60	Amended and Restated Certificate of Incorporation of Kratos Defense Engineering Solutions, Inc., as amended (f/k/a Kratos Government Solutions, Inc., WFI Government Services, Inc. and High Technology Solutions, Inc.)				*
3.61	Bylaws of Kratos Defense Engineering Solutions, Inc. (f/k/a Kratos Government Solutions, Inc., WFI Government Services, Inc. and High Technology Solutions, Inc.)	S-4	06/28/10	3.41	
3.62	Certificate of Incorporation of Kratos Mid-Atlantic, Inc., as amended (f/k/a Delmarva Systems Corp. and WFI Delaware, Inc.)	S-4	06/28/10	3.42	
3.63	Bylaws of Kratos Mid-Atlantic, Inc. (f/k/a Delmarva Systems Corp. and WFI Delaware, Inc.)	S-4	06/28/10	3.43	
3.64	Certificate of Incorporation of Kratos Public Safety & Security Solutions, Inc., as amended (f/k/a Kratos Commercial Solutions, Inc., SecurePlanet, Inc. and WFI Network Management Services Corp.)				*
3.65	Amended and Restated Bylaws of Kratos Public Safety & Security Solutions, Inc. (f/k/a Kratos Commercial Solutions, Inc., SecurePlanet, Inc. and WFI Network Management Services Corp.)	S-4	06/28/10	3.39	
3.66	Amended and Restated Articles of Incorporation of Kratos Southeast, Inc., as amended	S-4	06/28/10	3.44	

Exhibit Number	Exhibit Description	Incorporated by Reference			Filed—Furnished Herewith
		Form	Filing Date/ Period End Date	Exhibit	
3.67	Amended and Restated Bylaws of Kratos Southeast, Inc.	S-4	06/28/10	3.45	
3.68	Certificate of Limited Partnership of Kratos Southwest L.P., as amended (f/k/a Enco Systems Partnership, Ltd., WFI Texas Limited Partnership, Ltd. and WFI Southwest LP)	S-4	06/28/10	3.46	
3.69	Agreement of Limited Partnership of Kratos Southwest L.P. (f/k/a Enco Systems Partnership, Ltd., WFI Texas Limited Partnership, Ltd. and WFI Southwest LP)	S-4	06/28/10	3.47	
3.70	Amended and Restated Articles of Incorporation of Kratos Technology & Training Solutions, Inc., as amended (f/k/a SYS)				*
3.71	Bylaws of Kratos Technology & Training Solutions, Inc. (f/k/a/ SYS)	S-4	06/28/10	3.67	
3.72	Articles of Incorporation of Kratos Texas, Inc., as amended (f/k/a ENCO Systems, Inc., WFI Texas, Inc., Wireless Facilities II Texas, Inc. and Kratos Southwest, Inc.)	S-4	06/28/10	3.48	
3.73	Bylaws of Kratos Texas, Inc. (f/k/a ENCO Systems, Inc., WFI Texas, Inc., Wireless Facilities II Texas, Inc. and Kratos Southwest, Inc.)	S-4	06/28/10	3.49	
3.74	Articles of Incorporation of Madison Research Corporation, as amended	S-4	06/28/10	3.50	
3.75	Bylaws of Madison Research Corporation	S-4	06/28/10	3.51	
3.76	Restated Articles of Incorporation of Micro Systems, Inc., as amended				*
3.77	Certificate of Incorporation of MSI Acquisition Corp.				*
3.78	Articles of Incorporation of National Safe of California, as amended (f/k/a Protection Equipment Corporation)				*
3.79	Bylaws of National Safe of California (f/k/a Protection Equipment Corporation)				*
3.80	Second Amended and Restated Articles of Incorporation of Polexis, Inc., as amended	S-4	06/28/10	3.52	
3.81	Bylaws of Polexis, Inc., as amended	S-4	06/28/10	3.53	
3.82	Articles of Incorporation of Reality Based IT Services, Ltd., as amended	S-4	06/28/10	3.54	
3.83	Amended and Restated Bylaws of Reality Based IT Services, Ltd.	S-4	06/28/10	3.55	
3.84	Articles of Organization of Rocket Support Services, LLC	S-4	06/28/10	3.56	
3.85	Amended and Restated Operating Agreement of Rocket Support Services, LLC	S-4	06/28/10	3.57	
3.86	Certificate of Formation of SCT Acquisition, LLC				*
3.87	Amended and Restated Limited Liability Company Operating Agreement of SCT Acquisition, LLC				*
3.88	Certificate of Formation of SCT Real Estate, LLC				*
3.89	Amended and Restated Limited Liability Company Agreement of SCT Real Estate, LLC				*
3.90	Articles of Incorporation of Shadow I, Inc.	S-4	06/28/10	3.58	
3.91	Bylaws of Shadow I, Inc.	S-4	06/28/10	3.59	
3.92	Articles of Incorporation of Shadow II, Inc.	S-4	06/28/10	3.60	

Exhibit Number	Exhibit Description	Incorporated by Reference			Filed—Furnished Herewith
		Form	Filing Date/ Period End Date	Exhibit	
3.93	Bylaws of Shadow II, Inc.	S-4	06/28/10	3.61	
3.94	Articles of Incorporation of Shadow III, Inc.	S-4	06/28/10	3.62	
3.95	Bylaws of Shadow III, Inc.	S-4	06/28/10	3.63	
3.96	Articles of Incorporation of Stapor Research, Inc.				*
3.97	Articles of Incorporation of Summit Research Corporation, as amended	S-4	06/28/10	3.64	
3.98	Amended and Restated Bylaws of Summit Research Corporation	S-4	06/28/10	3.65	
3.99	Certificate of Incorporation of WFI NMC Corp.	S-4	06/28/10	3.68	
3.100	Bylaws of WFI NMC Corp.	S-4	06/28/10	3.69	
3.101	Form of Bylaws of General Microwave Corporation, General Microwave Israel Corporation, Herley Industries, Inc., Herley-CTI, Inc., Herley-RSS, Inc., Micro Systems, Inc., MSI Acquisition Corp., Stapor Research, Inc. and Henry Bros. Electronics, Inc. (CO)				*
4.1	Specimen Stock Certificate	10-K	12/26/10	4.1	
4.2	Form of 10% Senior Secured Note due 2017 (issuable in connection with the 2011 exchange offer)				*
4.3	Form of 10% Senior Secured Note due 2017 (issued in connection with the 2010 exchange offer)	S-4	06/28/10	4.1	
4.4	Rights Agreement, dated as of December 16, 2004, by and between Kratos Defense & Security Solutions, Inc. and Wells Fargo, N.A.	8-K	12/17/04	4.1	
4.5	Indenture, dated as of May 19, 2010, by and among Kratos Defense & Security Solutions, Inc., the Guarantors set forth therein and Wilmington Trust FSB, as Trustee and Collateral Agent (including the Form of 10% Senior Secured Notes due 2017 filed as an exhibit thereto)	8-K	05/25/10	4.1	
4.6	First Supplemental Indenture, dated as of February 7, 2011, by and among Kratos Defense & Security Solutions, Inc., the guarantors listed on Exhibit A thereto and Wilmington Trust FSB, as trustee, to the Indenture (as amended or supplemented), dated as of May 19, 2010, among Kratos Defense & Security Solutions, Inc., the guarantors party thereto and Wilmington Trust FSB, as trustee and collateral agent	8-K	02/07/11	10.2	
4.7	Supplemental Indenture, dated April 1, 2011, among the guaranteeing subsidiaries named therein and Wilmington Trust FSB, as trustee, to the Indenture (as amended or supplemented), dated as of May 19, 2010, among Kratos Defense & Security Solutions, Inc., the guarantors party thereto and Wilmington Trust FSB, as trustee and collateral agent	8-K	04/07/11	4.1	

Exhibit Number	Exhibit Description	Incorporated by Reference			Filed—Furnished Herewith
		Form	Filing Date/ Period End Date	Exhibit	
4.8	Third Supplemental Indenture, dated April 15, 2011, by and among Kratos Defense & Security Solutions, Inc., the guarantors listed on Exhibit A thereto and Wilmington Trust FSB, as trustee and collateral agent, to the Indenture, (as amended or supplemented), dated as of May 19, 2010, among Kratos Defense & Security Solutions, Inc., the guarantors party thereto and Wilmington Trust FSB, as trustee and collateral agent	8-K	04/20/11	4.1	
4.9	Registration Rights Agreement, dated March 25, 2011, by and among Kratos Defense & Security Solutions, Inc., Acquisition Co. Lanza Parent, Lanza Acquisition Co., the guarantors named therein, Jefferies & Company, Inc., KeyBanc Capital Markets Inc., and Oppenheimer & Co. Inc.	8-K	03/29/11	4.2	
5.1	Opinion of Paul, Hastings, Janofsky & Walker LLP				*
5.2	Opinion of Sheppard, Mullin, Richter & Hampton LLP				*
5.3	Opinion of Jackson Walker L.L.P.				*
5.4	Opinion of Greenberg Traurig, P.A.				*
5.5	Opinion of Dinsmore & Shohl LLP				*
5.6	Opinion of Bradley Arant Boult Cummings LLP				*
5.7	Opinion of Ice Miller LLP				*
5.8	Opinion of Greenberg Traurig, LLP				*
5.9	Opinion of King & Spalding LLP				*
5.10	Opinion of Montgomery, McCracken, Walker & Rhoads, LLP				*
5.11	Opinion of Faegre & Benson				*
10.1	Purchase Agreement, dated March 25, 2011, by and among Kratos Defense & Security Solutions, Inc., Acquisition Co. Lanza Parent, Lanza Acquisition Co., the guarantors named therein, Jefferies & Company, Inc., KeyBanc Capital Markets Inc., and Oppenheimer & Co. Inc.	8-K	03/29/11	10.1	
10.2	Security Agreement, dated March 25, 2011, by and among Acquisition Co. Lanza Parent, Lanza Acquisition Co., and Wilmington Trust FSB, as collateral agent	8-K	03/29/11	10.2	
12.1	Statement of computation of ratio of earnings to fixed charges				*
21.1	List of Subsidiaries	S-4	06/07/11	21.1	
23.1	Consent of Paul, Hastings, Janofsky & Walker LLP (included in Exhibit 5.1)				*
23.2	Consent of Sheppard, Mullin, Richter & Hampton LLP (included in Exhibit 5.2)				*
23.3	Consent of Independent Registered Public Accounting Firm, Grant Thornton LLP				*
23.4	Consent of Independent Registered Public Accounting Firm, Grant Thornton LLP				*
23.5	Consent of Registered Public Accounting Firm, Marcum LLP				*
23.6	Consent of Registered Public Accounting Firm, Brightman Almagor Zohar & Co.				*
23.7	Consent of Independent Registered Public Accountants, Amper, Politziner & Mattia LLP				*

Exhibit Number	Exhibit Description	Incorporated by Reference			Filed—Furnished Herewith
		Form	Filing Date/ Period End Date	Exhibit	
23.8	Consent of Independent Registered Public Accounting Firm, Plante & Moran, PLLC				*
24.1	Powers of attorney (included in signature pages of the Registration Statement)				*
25.1	Form T-1 Statement of Eligibility under the Trust Indenture Act of 1939, of Trustee under the Indenture				*
99.1	Form of Letter of Transmittal				*
99.2	Form of Notice of Guaranteed Delivery				*
99.3	Form of Letter to Registered Holders and Depository Trust Company Participants				*
99.4	Form of Letter to Clients				*

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Exhibit 3.10

New Jersey Department of Treasury
Department of Revenue
Certificate of Incorporation
of
ACI Acquisition Inc.
(Title 14A2:-7 New Jersey Business Corporation Act
For Use by Domestic Profit Corporations)

This is to certify that, there is hereby organized a corporation under and by virtue of the above noted statute of the New Jersey Statutes.

1. Name of Corporation: ACI ACQUISITION INC.

2. The purpose for which this corporation is organized is to engage in any activity within the purposes for which corporations may be organized under NJSA 14A 1-1 et seq. and to provide products and support to wireless carriers.

3. Registered Agent: Corporation Service Company

4. Registered Office:

Street Address	City	State	Zip
830 Bear Tavern Road	West Trenton	New Jersey	08628

5. The aggregate number of shares which the corporation shall have authority to issue is: 200 shares of common stock, no par value per share.

6. The First Board of Directors shall consist of:

Name	Street Address	City	State	Zip
Irvin Witcosky	380 Midland Avenue	Saddle Brook	New Jersey	07663

7. Name and Address of Incorporator:

Name	Street Address	City	State	Zip
Wai Y. Chan	Milberg Weiss Bershad Hynes & Lerach LLP One Pennsylvania Plaza	New York	New York	10119

IN WITNESS WHEREOF, the incorporator being over eighteen years of age has signed this certificate.

/s/ Wai Y. Chan

Wai Y. Chan, Incorporator
Dated: 04/27/2004

CERTIFICATE OF MERGER

OF

AIRORLITE COMMUNICATIONS, INC.

INTO

ACI ACQUISITION INC.

Pursuant to the provisions of Sections 14A:10-5.1 and 14A:10-7 of the New Jersey Business Corporation Act, the New Jersey parent business corporation hereinafter named does hereby certify that:

1. The name of the subsidiary corporation, which is a business corporation organized under the laws of the State of North Carolina, is Airorlite Communications, Inc.

2. The name of the parent corporation, which is a business corporation organized under the laws of the State of New Jersey, is ACI Acquisition Inc.

3. The number of outstanding shares of the subsidiary corporation is five (5), all of which are of one class, and all of which are owned by the parent corporation.

4. The following is the Plan of Merger for merging the subsidiary corporation into the parent corporation as approved by the Board of Directors of the parent corporation on May 4, 2004.

"1. ACI Acquisition, Inc., which is a business corporation of the State of New Jersey and is the owner of all of the outstanding shares of Airorlite Communications, Inc., which is a business corporation of the State of North Carolina, hereby merges Airorlite Communications, Inc. into ACI Acquisition Inc. pursuant to the provisions of the laws of the State of North Carolina and of the New Jersey Business Corporation Act.

2. The separate existence of Airorlite Communications, Inc. shall cease upon the effective date of the merger pursuant to the provisions of the laws of the State of North Carolina; and ACI Acquisition Inc. shall continue its existence as the surviving corporation pursuant to the provisions of the New Jersey Business Corporation Act.

3. The issued shares of Airorlite Communications, Inc. shall not be converted in any manner, but each said share which is issued as of the effective date of the merger shall be surrendered and extinguished.

4. The issued shares of ACI Acquisition Inc. shall not be converted in any manner, but each said share which is issued as of the effective date of the merger shall continue to represent one issued share of ACI Acquisition Inc.

5. The Board of Directors and the proper officers of ACI Acquisition Inc. are hereby authorized, empowered, and directed to do any and all acts and things, and to make, execute, deliver, file, and/or record any and all instruments, papers, and documents which shall be or become necessary, proper, or convenient to carry out or put into effect any of the provisions of this Plan of Merger or of the merger herein provided for."

5. Neither the certificate of incorporation of the parent corporation nor the articles of incorporation of the subsidiary corporation requires the approval of its shareholders to authorize the merger herein certified.

6. The applicable provisions of the laws of the jurisdiction of organization of the subsidiary corporation relating to the merger of the subsidiary corporation into the parent corporation will

have been complied with upon compliance with any of the filing and recording requirements thereof.

7. The parent corporation will continue its existence as the surviving corporation pursuant to the provisions of the New Jersey Business Corporation Act.

8. The merger herein certified shall become effective in the State of New Jersey upon the date of filing of this Certificate of Merger.

Executed on May 4, 2004.

AIRORLITE COMMUNICATIONS, INC.

By: /s/ Irvin F. Witcosky

Irvin F. Witcosky, President

ACI ACQUISITION INC.

By: /s/ Irvin F. Witcosky

Irvin F. Witcosky, President

New Jersey Division of Revenue

Certificate of Amendment to the Certificate of Incorporation
(For Use by Domestic Profit Corporations)

Pursuant to the provisions of Section 14A9-2(4) and Section 14A9-4(3), Corporations, General, of the New Jersey Statutes the undersigned corporation executing the following Certificate of Amendment to its Certificate of Incorporation.

1. The name of the corporation is:

   ACI ACQUISITION INC.

2. The following amendment to the Certificate of Incorporation was approved by the directors and hereinafter duly adopted by the shareholders of the corporation on the 4th day of May 2004.

   Resolved, that Article 1 of the Certificate of Incorporation be amended to read as follows:

   "1. The Name of the Corporation is: AIRORLITE COMMUNICATIONS, INC."

3. The number of shares outstanding at the time of the adoption of the amendment was: 1.

   If the shares of any class or series of shares are entitled to vote thereon as a class, as set forth below the designation and number of outstanding shares entitled to vote of each such class or series. (Omit if not applicable.)

4. The number of shares voting for and against such amendment is as follows: (If the shares of any class or series are entitled to vote as a class, set forth the number of shares of each such class and voting for and against the amendment respectively).

5. If the amendment provides for an exchange, reclassification or cancellation of issued shares, set forth a statement of the manner in which the same shall be effected. (Omit if not applicable.)

6. Other provisions (Omit if not applicable).

/s/ Irvin F. Witcosky

Irvin F. Witcosky, President

CERTIFICATE OF MERGER

OF

AIRORLITE COMMUNICATIONS, INC.

INTO

ACI ACQUISITION INC.

Pursuant to the provisions of Section 14A:10-5.1 and 14A:10-7 of the New Jersey Business Corporation Act, the New Jersey parent business corporation hereinafter named does hereby certify that:

1. The name of the subsidiary corporation, which is a business corporation organized under the laws of the State of Carolina, is Airorlite Communications, Inc.

2. The name of the parent corporation, which is a business corporation organized under the laws of the State of New Jersey, is ACI Acquisition Inc.

3. The number of outstanding shares of the subsidiary corporation is five (5), all of which are of one class, and all of which are owned by the parent corporation.

4. The following is the Plan of Merger for merging the subsidiary corporation into the parent corporation as approved by the Board of Directors of the parent corporation on May 4, 2004.

"1. ACI Acquisition, Inc., which is a business corporation of the State of New Jersey and is the owner of all of the outstanding shares of Airorlite Communications, Inc., which is a business corporation of the State of North Carolina, hereby merges Airorlite Communications, Inc. into ACI Acquisition Inc. pursuant to the provisions of the laws of the Sate of North Carolina and of the New Jersey Business Corporation Act.

2. The separate existence of Airorlite Communications, Inc. shall cease upon the effective date of the merger pursuant to the provisions of the laws of the State of North Carolina; and ACI Acquisition Inc. shall continue its existence as the surviving corporation pursuant to the provisions of the New Jersey Business Corporation Act.

3. The issued shares of Airorlite Communications, Inc. shall not be converted in any manner, but each said share which is issued as of the effective date of the merger shall be surrendered and extinguished.

4. The issued shares of ACI Acquisition, Inc. shall not be converted in any manner, but each said share which is issued as of the effective date of the merger shall continue to represent one issued share of ACI Acquisition Inc.

5. The Board of Directors and the proper officers of ACI Acquisition Inc. are hereby authorized, empowered, and directed to do any and all acts and things, and to make, execute, deliver, file, and/or record any and all instruments, papers, and documents which shall be or become necessary, proper, or convenient to carry out or put into effect any of the provisions of this Plan of Merger or of the merger herein provided for."

5. Neither the certificate of incorporation of the parent corporation nor the articles of incorporation of the subsidiary corporation requires the approval of its shareholders to authorize the merger herein certified.

6. The applicable provisions of the laws of the jurisdiction of organization of the subsidiary corporation relating to the merger of the subsidiary corporation into the parent corporation will

have been complied with upon compliance with any of the filing and recording requirements thereof.

7. The parent corporation will continue its existence as the surviving corporation pursuant to the provisions of the New Jersey Business Corporation Act.

8. The merger herein certified shall become effective in the State of New Jersey upon the date of filing of this Certificate of Merger

Executed on May 4, 2004.

AIRORLITE COMMUNICATIONS, INC.

/s/ Irvin F. Witcosky

Irvin F. Witcosky, President

ACI ACQUISITION INC.

/s/ Irvin F. Witcosky

Irvin F. Witcosky, President

QuickLinks

CERTIFICATE OF MERGER OF AIRORLITE COMMUNICATIONS, INC. INTO ACI ACQUISITION INC.

Exhibit 3.11

BY-LAWS

of

AIRORLITE COMMUNICATIONS, INC.

(formerly ACI Acquisition Inc.)

ARTICLE I. General.

1.01 *Interpretation; Governing Instruments.* Terms used and not defined in these By-Laws shall have the meanings set forth in, and shall be interpreted in accordance with, the New Jersey Business Corporation Act ("BCA") and other applicable statutes and the Corporation's certificate of incorporation (collectively the "governing instruments") as from time to time in effect. Whether or not so stated, these By-Laws are subject to such governing instruments, and in the event of any conflict or inconsistency the provisions of the governing instruments shall control.

1.02 *Office; Business Activities.* The office of the Corporation shall be located as stated in its certificate of incorporation. The Corporation may have such other offices and conduct its business activities at such other locations, within or without New Jersey, as the board determines.

ARTICLE II. Shareholders.

2.01 *Annual Meeting.* The annual shareholders meeting for the election of directors and the transaction of other business shall be held annually during the fifth full month following the end of the Corporation's fiscal year on such date and time as the board may fix.

2.02 *Special Meetings.* Special shareholders meetings may be called by the board or chief executive officer and shall be called by the chief executive officer, the president, any vice president or the secretary upon written request, stating the purpose(s) of the meeting, either by a majority of the directors or by the holders of not less than a majority of the outstanding shares entitled to vote. Only such business may be transacted at a special meeting as relates to the purposes(s) set forth in the notice of meeting.

2.03 *Place of Meeting.* Shareholders meetings shall be held at such place, within or without New Jersey, as may be fixed by the board or, if not so fixed, at the office of the Corporation in New Jersey.

2.04 *Notice of Meetings; Waiver.* Written notice of each shareholders meeting shall be given, personally or by mail, not less than ten nor more than fifty days before the meeting date to each shareholder entitled to vote at the meeting at his address appearing on the record of shareholders or, if he shall have filed with the secretary a written request that notices be mailed to some other address, at such other address. Each notice shall state the place, date and time of the meeting and, unless an annual meeting, shall indicate that it is being issued by or at the direction of the person(s) calling the meeting. Notice of a special meeting shall also state the purpose(s) for which called. Notice of an adjourned meeting shall be unnecessary unless otherwise required by the governing instruments. Any shareholder or his proxy may in writing waive notice of any meeting before, at or after the meeting. Attendance at any meeting in person or by proxy without protesting prior to the conclusion of the meeting a lack of notice thereof shall constitute a waiver of notice.

2.05 *Quorum.* Subject to the governing instruments, the holders of a majority of the shares entitled to vote shall constitute a quorum for the transaction of any business. When a specified item of business must be voted on by a class or series, voting as a class, however, the holders of a majority of the shares of such class or series shall constitute a quorum, the shareholders present may by majority vote adjourn a meeting without further notice unless otherwise required by the governing instruments.

2.06 *Voting; Proxies.* Subject to the governing instruments:

2.06(a) Shareholders of record shall be entitled to one vote for each share held. Any corporate action other than the election of directors (as to which see Section 3.01 of these By-Laws) shall be authorized by a majority of the votes cast by holders entitled to vote.

2.06(b) Any shareholder may vote in person or by proxy signed by him or his attorney-in-fact. No proxy shall be valid after the expiration of eleven months from its date unless it otherwise provides.

2.07 *Action Without Meeting.* Subject to the governing instruments, any shareholder action may be taken without a meeting if all shareholders entitled to vote consent to such action in writing.

ARTICLE III. Directors.

3.01 *Authority; Number; Election; Qualification; Term.* Subject to the governing instruments, the Corporation's business shall be managed under the direction of the board which shall consist of two directors or such other number, not less than two, as may be fixed by the shareholders or a majority of the entire board, provided no decrease in number shall shorten the term of any incumbent director. When all shares are owned beneficially and of record by less than two shareholders, however, the number of directors may be less than two but not less than the number of shareholders. Directors shall be elected at each annual shareholders meeting by plurality vote, shall be at least eighteen years old, but need not be shareholders, and shall hold office until the next annual shareholders meeting and the election and qualification of their respective successors.

3.02 *Annual, Regular and Special Meetings; Place.* The annual board meeting for the election of officers and the transaction of other business shall be held without notice immediately following and at the same place as the annual shareholders meeting or, if a quorum is not present or the board otherwise determines, as promptly as practicable thereafter. Regular board meetings for the transaction of all business may be held without notice at such times and places as the board determines. Special board meetings may be called by the chairman of the board, the president or a majority of the directors. Except as provided above, board meetings shall be held at such place, within or without New Jersey, as the board determines or, if not so determined, at the office of the Corporation.

3.03 *Notice of Meetings; Waiver; Adjournment.* Notice of the time and place of each deferred annual and of each special board meeting shall be given the directors by mail not less than three days prior to the meeting or personally or by telephone, telegram or telegraph not less than one day prior to the meeting. Notice of any meeting need not specify its purpose(s). Notice need not be given to any director who submits a signed waiver of notice before, at or after the meeting or who attends the meeting without protesting, prior to or at its commencement, lack of notice to him. Whether or not a quorum is present, a majority of the directors present may adjourn any meeting without notice to directors not present unless the meeting is adjourned for more than 48 hours.

3.04 *Quorum; Actions by Board.* Subject to the governing instruments:

3.04(a) Except as otherwise provided in these By-Laws, a majority of the entire board shall constitute a quorum for the transaction of business and the vote of a majority of the directors present at the taking of the vote, if a quorum is then present, shall be the act of the board. Directors may neither be present nor vote by proxy.

3.04(b) Any action by the board or any committee may be taken without a meeting if all directors or committee members consent in writing to the adoption of a resolution authorizing the action. The resolution and consents shall be filed with the board or committee minutes.

3.04(c) Any one or more directors or committee members may participate in a board or committee meeting by means of a conference telephone or similar communications equipment allowing all persons participating to hear each other at the same time. Participation by such means shall constitute presence in person at a meeting.

3.05 *Resignation; Removal; Vacancies.* Subject to the governing instruments:

3.05(a) A director may resign at any time. Any or all directors may be removed at any time for or without cause by shareholder vote and for cause by the board.

3.05(b) Board vacancies occurring for any reason, including vacancies resulting from an increase in the number of directors, but excluding vacancies resulting from the removal of directors without cause, may be filled by board vote or, if the number of directors then in office is less than a quorum, by vote of a majority of the directors then in office. Vacancies occurring for any reason may also be filled by shareholders.

3.06 *Compensation.* Directors shall receive such compensation as the board determines for, and shall be reimbursed for reasonable expenses incurred in the performance of, their services to the Corporation as directors and in other capacities.

3.07 *Committees.* The board, by resolution adopted by a majority of the entire board, may designate an executive and other committees, each consisting of at least three directors, to serve at the board's pleasure. The board, but not any committee, may fill committee vacancies and may designate alternative committee members to replace absent members at any committee meetings. Except as otherwise provided in any designating resolution, the executive committee shall have all the authority of the board, and other committees shall have such authority as the board determines. The provisions of Sections 3.02, 3.03 and 3.04 of these By-Laws relating to the holding of meetings, notice, waiver, adjournment, quorum and board action shall apply to committees unless the board otherwise determines. The board may adopt additional rules of procedure for any committee not inconsistent with these By-Laws or may delegate this authority to any committee.

ARTICLE IV. Officers.

4.01 *Positions; Election; Term; Removal.* The executive officers of the Corporation shall be a chairman of the board (if the board so determines), a president, one or more vice presidents (with such designations and rankings as the board may fix), a secretary and a treasurer, each of whom shall be elected or appointed annually by the board. Officers other than the chairman need not be directors. Any two or more offices may be held by the same person except the offices of president and secretary provided that if the corporation has only one shareholder, such shareholder, or, if permitted by applicable law, such shareholder's designee, may hold all or any combination of offices. Officers shall serve at the board's pleasure until the next annual board meeting and the election of their respective successors. The board may at any time remove any officer with or without cause and may fill any vacancies among the officers however occurring. The board may also appoint, or may delegate to any executive officer the appointment of, subordinate and assistant offices with such titles and duties as the board or such officer determines.

4.02 *Chief Executive Officer; Additional Powers and Duties of Other Officers.*

4.02(a) The Corporation's chief executive officer shall be the president unless the board designates the chairman to be such. Subject to the board's overall authority, the chief executive officer shall have general control and supervision of the Corporation's business and affairs and such other powers and duties consistent with these By-Laws as are customarily possessed by corporate chief executive officers and as the board assigns.

4.02(b) Subject to the board's overall authority, each other officer shall have such powers and duties in addition to those specifically provided in these By-Laws as are customarily possessed by like corporate officers holding the same position and as the board or chief executive officer assigns.

4.03 *Chairman of the Board.* The chairman shall preside at all board and shareholder meetings, and, if so designated by the board, shall be the Corporation's chief executive officer.

4.04 *President.* The president shall be the Corporation's chief executive officer (unless the board designates the chairman to be such) and chief operating officer. Unless and until the board otherwise determines, in the event of the absence or inability to act of the chairman, or if there be no chairman, the president shall have the powers and duties of the chairman.

4.05 *Vice Presidents.* Each vice president shall have such further title and such powers and duties as the board or the chief executive officer, if so authorized by the board, assigns. Unless and until the board otherwise determines, in the event of the absence or inability to act of the president, or if there be no president, the ranking vice president shall have the powers and duties of the president.

4.06 *Secretary.* The secretary shall give all meeting and other required corporate notices except as otherwise provided in these By-Laws; shall attend and keep minutes of all board and shareholder proceedings; shall have charge of and maintain the corporate stock books and records (unless the Corporation has a transfer agent or registrar) and such other corporate records as the board directs; and shall keep the corporate seal and, when duly authorized, shall affix such seal to all necessary corporate instruments.

4.07 *Treasurer.* The treasurer shall be the Corporation's chief financial officer and, unless another officer or employee is so designated by the board, its chief accounting officer, shall have custody of its funds and securities and shall maintain its financial books and records.

4.08 *Compensation.* The board shall fix the compensation, if any, of all officers who are directors and may fix, or delegate to the chief executive officer authority to fix, the compensation of other officers.

ARTICLE V. Shares and Transfer.

5.01 *Certificates.* Shares of the Corporation shall be represented by certificates in such form consistent with the governing instruments as the board approves, shall be signed by the chairman, president or any vice president and the secretary or treasurer, or any assistant secretary or treasurer, and shall be sealed with the corporate seal or its facsimile. Officers signatures may be facsimile if the certificate is signed by a transfer agent or registered by a registrar other than the Corporation or its employee. Certificates may be used although the officer who has signed, or whose facsimile signature has been used, is no longer such officer. If the Corporation is authorized to issue shares of more than one class, certificates shall contain the statements required by statute.

5.02 *Transfer Agents; Registrars.* The board may appoint one or more transfer agents and/or registrars, the duties of which may be combined, and prescribe their duties.

5.03 *Transfers; Lost Certificates.* Subject to the governing instruments and compliance with such additional requirements as the board may establish:

5.03(a) Shares shall be transferable only on the Corporation's books by the holders or their duly authorized attorneys or legal representatives upon surrender of certificates properly endorsed.

5.03(b) Replacements for certificates alleged to have been lost or destroyed may be issued upon delivery of such proof of loss and/or bond with or without surety, or other security, sufficient to indemnify the Corporation as the board determines.

5.04 *Record Date.* The board may fix in advance a record date for the determination of shareholders entitled to notice of or to vote at any shareholders meeting, or to express consent to or dissent from any proposal without a meeting, or for the purpose of determining shareholders entitled to receive any dividend, distribution or allotment of rights, or for the purpose of any other action. The record date shall not be more than fifty nor less than ten days prior to the meeting date nor more than fifty days prior to any other action.

ARTICLE VI. Indemnification.

6.01(a) 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, civil or criminal (including an action by or in the right of the Corporation or by or in the right of any other corporation of any type or kind, domestic or foreign, or of any partnership, joint venture, trust, employee benefit plan or other enterprise which any director or officer of the Corporation served in any capacity at the request of the Corporation) by reason of the fact that he, his testator or intestate is or was a director or officer of the Corporation (or served the Corporation or such other enterprise in any capacity) 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 and expenses incurred by such person in defending or settling such action or proceeding. The Corporation may indemnify, and make advancements to, any person made, or threatened to be made, a party to any such action or proceeding by reason of the fact that he, his testator or intestate, is or was an agent or employee (other than a director or officer of the Corporation (or served another enterprise at the request of the Corporation in any capacity), on such terms, to such extent, and subject to such conditions, as the Board shall determine.

6.01(b) A person shall be presumed to be entitled to indemnification for any act or omission covered by this By-Law. This burden of proof of establishing that a person is not entitled to indemnification because of the failure to fulfill some requirement of New Jersey law or the Corporation's Certificate of Incorporation or the By-Laws shall be on the Corporation.

6.01(c) If a claim under this By-Law is not paid in full by the Corporation within thirty 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, including attorneys' fees.

ARTICLE VII. Miscellaneous.

7.01 *Seal.* The corporate seal shall be in such form as the board may approve.

7.02 *Fiscal Year.* The board may establish and change the Corporation's fiscal year. Until the board acts, the fiscal year shall end on December 31 in each year.

7.03 *Shares in Other Corporations.* Shares in other corporations held by the Corporation may be represented and voted by the chief executive officer or any person designated by him unless the board otherwise directs.

7.04 *By-Law Amendments; Shareholder Agreements.* Subject to the governing instruments:

7.04(a) By-Laws may be adopted, amended or repealed either by the shareholders at the time entitled to vote in the election of directors or by the board (provided that any change by the board in the number of directors requires the vote of a majority of the entire board). Any By-Law adopted by the board may be amended or repealed by the shareholders entitled to vote thereon. If the board adopts, amends or repeals any By-Law regulating an impending election of directors, the notice of the next shareholders meeting for the election of directors shall set forth such By-Law and a concise statement of the changes made.

7.04(b) Any written agreement among all of the shareholders of the Corporation which modifies, amends or repeals any By-Law, whether expressly or by interpretation or implication and whether or not the Corporation is a party thereto, shall be given full force and effect in accordance with its terms as a shareholders amendment under subsection 7.04(a) above provided a copy of such written agreement is delivered to the Corporation.

QuickLinks

Exhibit 3.20

ARTICLES OF INCORPORATION

The undersigned incorporator(s), for the purpose of forming a corporation under the Florida Business Corporation Act, hereby adopt(s) the following Articles of Incorporation.

ARTICLE I NAME

The name of the corporation shall be:

DEI Services Corporation

ARTICLE II PRINCIPAL OFFICE

The principal place of business and mailing address of this corporation shall be:

1631 Providence Circle
Orlando, Florida 32818

ARTICLE III SHARES

The number of shares of stock that this corporation is authorized to have outstanding at any one time is:

10,000 Shares

ARTICLE IV INITIAL REGISTERED AGENT AND STREET ADDRESS

The name and address of the initial registered agent is:

Jose Alberto Diaz
1631 Providence Circle
Orlando, Florida 32818

ARTICLE V INCORPORATOR(S)
See instructions for officers/directors

The name(s) and street address(es) of the incorporator(s) to these Articles of Incorporation is(are):

Jose A. Diaz
1631 Providence Circle
Orlando, Florida 32518

Alberto M. Diaz
7525 Liverpool Blvd.
Orlando, Florida 32807

The undersigned incorporator(s) has(have) executed these Articles of Incorporation this 19 day of December, 1995.

/s/ Jose A. Diaz (President)

Signature

Signature

Signature

NOTE: Affixing an officer title after a signature of an incorporator does not constitute the designation of officers.

CERTIFICATE OF DESIGNATION OF
REGISTERED AGENT/REGISTERED OFFICE

PURSUANT TO THE PROVISIONS OF SECTION 607.0501, FLORIDA STATUTES, THE UNDERSIGNED CORPORATION, ORGANIZED UNDER THE LAWS OF THE STATE OF FLORIDA, SUBMITS THE FOLLOWING STATEMENT IN DESIGNATING THE REGISTERED OFFICE/REGISTERED AGENT, IN THE STATE OF FLORIDA.

1. The name of the corporation is: DEI Services Corporation

2. The name and address of the registered agent and office is:

Jose Alberto Diaz (President)

(Name)

1631 Providence Circle

(P.O. Box or Mail Drop Box ***NOT*** ACCEPTABLE)

Orlando, Florida 32818

(City/State/Zip)

Having been named as registered agent and to accept service of process for the above stated corporation at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

/s/ Jose A. Diaz (President) — Dec 19, 1995

(Signature) — (Date)

DIVISION OF CORPORATIONS, P.O. BOX 6327, TALLAHASSEE, FL 32314

ARTICLES OF AMENDMENT
TO ARTICLES OF INCORPORATION OF
DEI SERVICES CORPORATION

Pursuant to the provisions of Section 607.1006 of the Florida Statutes, this Florida Corporation adopts the following Articles of Amendment to its Articles of Incorporation:

1. The current name of the corporation is DEI SERVICES CORPORATION

2. The original Articles of Incorporation for the corporation were filed effective January 18, 1996, and assigned Document No. P96000005287

3. The Articles of Incorporation are amended as follows:

   Article III is hereby deleted in its entirety as it presently exists, and the following is substituted in lieu thereof:

   ARTICLE III.
   SHARES

   The number of shares which the corporation shall have authority to issue is Twenty Thousand (20,000), consisting of a single class of common stock, no par value per share.

4. The Amendment was adopted on August 13, 2008.

5. The Amendment shall be effective immediately upon filing with the Florida Department of State.

6. The Amendment was adopted by the shareholders. The number of votes cast for the amendment by the shareholders was sufficient for approval.

DEI SERVICES CORPORATION

By: /s/ Jose A. Diaz

Jose A. Diaz, President

ARTICLES OF MERGER

OF

DEI ACQUISITION CORPORATION

WITH AND INTO

DEI SERVICES CORPORATION

Pursuant to the provisions of Sections of Sections 607.1105, Florida Business Corporation Act (the "Act"), the undersigned hereby certify that:

1. DEI ACQUISITION CORPORATION, a Florida corporation (the "Constituent Corporation") shall be merged with and into DEI SERVICES CORPORATION, a Florida corporation (the "Surviving Corporation"), which shall be the surviving corporation (such merger, the "Merger").

2. The Plan of Merger, dated as of August 9, 2010, pursuant to which the Merger was approved and a copy of which is attached hereto as *Exhibit A*, was executed and adopted by the Constituent Corporation and the Surviving Corporation in accordance with the Act, and approved by the shareholders of the Constituent Corporation and the shareholders of the Surviving Corporation by written consents dated as of July 30, 2010 and August 5, 2010, respectively.

3. The Merger shall become effective on the date these Articles of Merger are filed with the Florida Department of State (the "Effective Date").

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, these Articles of Merger have been executed on behalf of the Constituent Corporation and the Surviving Corporation by their respective authorized officers as of the 9th day of August, 2010.

DEI ACQUISITION CORPORATION,
a Florida corporation

By: /s/ Eric DeMarco

Name: Eric M. DeMarco
Title: President & Chief Executive Officer

DEI SERVICES CORPORATION,
a Florida corporation

By: Jose Diaz

Name: Jose Diaz
Title: President and Treasurer

Exhibit A

Plan of Merger

PLAN OF MERGER

OF

DEI ACQUISITION CORPORATION

AND

DEI SERVICES CORPORATION

This PLAN OF MERGER (this "*Plan of Merger*") is made by and between DEI ACQUISITION CORPORATION, a Florida corporation (the "*Constituent Corporation*"), and DEI SERVICES CORPORATION, a Florida corporation (the "*Company*" or the "*Surviving Corporation*").

AGREEMENT

1. On the Effective Date (as defined in paragraph 7), in accordance with the provisions of this Plan of Merger and the provisions of the Florida Business Corporation Act, pursuant to the terms of an Agreement and Plan of Merger (the "*Merger Agreement*"), the Surviving Corporation (the "*Merger*") and the separate existence of the Constituent Corporation shall cease. The Company, as the Surviving Corporation, shall continue unaffected and unimpaired by the Merger and shall possess and retain every interest of the Constituent Corporation in all assets and properties of every description and wherever located. The rights, privileges, immunities, powers, franchises, and authority, public as well as private, of the Constituent Corporation shall be vested in the Surviving Corporation without further act. All obligations due to the Constituent Corporation shall be vested in the Surviving Corporation without further act. The Surviving Corporation shall be liable for all of the obligations of the Constituent Corporation existing as of the Effective Date.

2. The Articles of Incorporation of the Constituent Corporation as in effect on the Effective Date shall remain in effect and be the Articles of Incorporation of the Surviving Corporation, which may be amended from time to time after the Effective Date as provided by law.

3. The Bylaws of the Constituent Corporation as in effect on the Effective Date shall remain in effect and be the Bylaws of the Surviving Corporation, which may be amended from time to time after the Effective Date as provided by law, the Articles of Incorporation or said bylaws.

4. From and after the Effective Date, the Board of Directors of the Constituent Corporation immediately prior to the Effective Date shall be the Board of Directors of the Surviving Corporation.

5. From and after the Effective Date, the officers of the Constituent Corporation immediately prior to the Effective Date shall be the officers of the Surviving Corporation in the same capacities they respectively held immediately prior to the Effective Date.

6. On the Effective Date, all of the issued and outstanding shares of capital stock of the Constituent Corporation and the outstanding capital stock of the Company shall, by virtue of the Merger and without any action on the part of the respective holders thereof, become and be converted into shares of capital stock of the Surviving Company or into the right to receive cash as follows:

(a) each outstanding share of common stock, no par value, of the Constituent Corporation, outstanding immediately prior to the Effective Time (as defined in paragraph 8) shall be converted into one share of common stock, no par value, of the Surviving Corporation; and

(b) each share of common stock, no par value, of the Company, outstanding immediately prior to the Effective Time shall be converted into and become the right to receive (i) at the Closing (as defined in the Merger Agreement), an amount in cash, without interest, equal to the Per Share Closing Consideration (as defined in the Merger Agreement), (ii) on the dates and pursuant to the terms set forth in Section 1.9(a) of the Merger Agreement, an amount in cash, without interest, equal to the Per Share Contingent Consideration (as defined in the Merger Agreement), if any; and (iii) on the dates and pursuant to the terms set forth in Section 1.9(b) of the Merger Agreement, an amount, without interest, equal to the Per Share Earn Out Consideration (as defined in the Merger Agreement), if any, in each case subject to reduction to

satisfy indemnification obligations in accordance with Article 5 of the Merger Agreement (the "*Merger Consideration*"); and

7. The Merger shall become effective on the day that the Plan of Merger is filed with the Department of State of the State of Florida (the "*Effective Date*").

8. At the effective time of the Merger (the "*Effective Time*"), each shareholder of the Company shall receive such shareholder's share of the then distributable Merger Consideration and each such shareholder shall also be entitled to receive deferred payments, from time to time, with respect to any additional amounts of Merger Consideration that subsequently become distributable in accordance with the terms of the Merger Agreement, if any.

9. The proper officers of the Constituent Corporation and the Company, respectively, are duly authorized, empowered, and directed to do any and all acts and things, and to make, execute, deliver, file, and/or record any and all instructions, papers, and documents, that shall be or become necessary, proper, or convenient to carry out or put into effect any of the provisions of this Plan of Merger or of the Merger.

IN WITNESS WHEREOF, the Constituent Corporation and the Company have caused this Plan of Merger to be signed in their corporate names by their respective authorized officers as of August 9, 2010.

DEI ACQUISITION CORPORATION, a Florida corporation

By: /s/ Eric DeMarco

Name: Eric M. DeMarco
Title: President & Chief Executive Officer

DEI SERVICES CORPORATION, a Florida corporation

By: /s/ Jose Diaz

Name: Jose Diaz
Title: President

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Exhibit 3.21

BYLAWS

OF

DEI SERVICES CORPORATION

(A Florida Corporation)

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DEI SERVICES CORPORATION

BYLAWS

ARTICLE ONE

OFFICES

1. *Registered Office.* The registered office of **DEI SERVICES CORPORATION**, a Florida corporation (the "*Corporation*"), shall be located in the City of Tallahassee, State of Florida, unless otherwise designated by the Board of Directors of the Corporation (the "*Board of Directors*").

2. *Other Offices.* The Corporation may also have offices at such other places, either within or without the State of Florida, as the Board of Directors may from time to time determine or as the business of the Corporation may require.

ARTICLE TWO

MEETINGS OF SHAREHOLDERS

1. *Place.* All annual meetings of shareholders shall be held at such place, within or without the State of Florida, as may be designated by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof. Special meetings of shareholders may be held at such place, within or without the State of Florida, and at such time as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

2. *Time of Annual Meeting.* Annual meetings of shareholders shall be held on such date and at such time fixed, from time to time, by the Board of Directors, provided that there shall be an annual meeting held every year at which the shareholders shall elect a Board of Directors and transact such other business as may properly be brought before the meeting.

3. *Call of Special Meetings.* Special meetings of the shareholders shall be held if called by the Board of Directors, the President, or if the holders of not less than fifty percent (50%) of all the votes entitled to be cast on any issue proposed to be considered at the proposed special meeting sign, date, and deliver to the Secretary one or more written demands for the meeting describing the purpose or purposes for which it is to be held.

4. *Conduct of Meetings.* The Chairman of the Board (or in his absence, the President or such other designee of the Chairman of the Board) shall preside at the annual and special meetings of shareholders and shall be given full discretion in establishing the rules and procedures to be followed in conducting the meetings, except as otherwise provided by law or in these Bylaws.

5. *Notice and Waiver of Notice.* Except as otherwise provided by law, written or printed 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, shall be delivered not less than ten (10) nor more than sixty (60) days before the day of the meeting, either personally or by first-class mail, by or at the direction of the President, the Secretary, or the officer or person calling the meeting, to each shareholder of record entitled to vote at such meeting. If the notice is mailed at least thirty (30) days before the date of the meeting, it may be done by a class of United States mail other than first-class. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the shareholder at his address as it appears on the stock transfer books of the Corporation, with postage thereon prepaid. If a meeting is adjourned to another time and/or place, and if an announcement of the adjourned time and/or place is made at the meeting, it shall not be necessary to give notice of the adjourned meeting unless the Board of Directors, after adjournment, fixes a new record date for the adjourned meeting. Whenever any notice is required to be given to any shareholder, a waiver thereof in writing signed by the person or persons entitled to such notice, whether signed before, during or after

the time of the meeting stated therein, and delivered to the Corporation for inclusion in the minutes or filing with the corporate records, shall be equivalent to the giving of such notice. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the shareholders need be specified in any written waiver of notice. Attendance of a person at a meeting shall constitute a waiver of (a) lack of or defective notice of such meeting, unless the person objects at the beginning to the holding of the meeting or the transacting of any business at the meeting, or (b) lack of defective notice of a particular matter at a meeting that is not within the purpose or purposes described in the meeting notice, unless the person objects to considering such matter when it is presented.

6. *Business of Special Meeting.* Business transacted at any special meeting shall be confined to the purposes stated in the notice thereof.

7. *Quorum.* Shares entitled to vote as a separate voting group may take action on a matter at a meeting only if a quorum of these shares exists with respect to that matter. Except as otherwise provided in the Articles of Incorporation or by law, a majority of the shares entitled to vote on the matter by each voting group, represented in person or by proxy, shall constitute a quorum at any meeting of shareholders, but in no event shall a quorum consist of less than one-third ($^1/_3$) of the shares of each voting group entitled to vote. If less than a majority of outstanding shares entitled to vote are represented at a meeting, a majority of the shares so represented may adjourn the meeting from time to time without further notice. After a quorum has been established at any shareholders' meeting, the subsequent withdrawal of shareholders, so as to reduce the number of shares entitled to vote at the meeting below the number required for a quorum, shall not affect the validity of any action taken at the meeting or any adjournment thereof. Once a share is represented for any purpose at a meeting, it is deemed present for quorum purposes for the remainder of the meeting and for any adjournment of that meeting unless a new record date is or must be set for that adjourned meeting.

8. *Voting Per Share.* Except as otherwise provided in the Articles of Incorporation or by law, each shareholder is entitled to one (1) vote for each outstanding share held by him on each matter voted at a shareholders' meeting.

9. *Voting of Shares.* A shareholder may vote at any meeting of shareholders of the Corporation, either in person or by proxy. Shares standing in the name of another corporation, domestic or foreign, may be voted by the officer, agent or proxy designated by the bylaws of such corporate shareholder or, in the absence of any applicable bylaw, by such person or persons as the board of directors of the corporate shareholder may designate. In the absence of any such designation, or, in case of conflicting designation by the corporate shareholder, the chairman of the board, the president, any vice president, the secretary and the treasurer of the corporate shareholder, in that order, shall be presumed to be fully authorized to vote such shares. Shares held by an administrator, executor, guardian, personal representative, or conservator may be voted by him, either in person or by proxy, without a transfer of such shares into his name. Shares standing in the name of a trustee may be voted by him, either in person or by proxy, but no trustee shall be entitled to vote shares held by him without a transfer of such shares into his name or the name of his nominee. Shares held by or under the control of a receiver, a trustee in bankruptcy proceedings, or an assignee for the benefit of creditors may be voted by such person without the transfer thereof into his name. If shares stand of record in the names of two or more persons, whether fiduciaries, members of a partnership, joint tenants, tenants in common, tenants by the entirety or otherwise, or if two or more persons have the same fiduciary relationship respecting the same shares, unless the Secretary of the Corporation is given notice to the contrary and is furnished with a copy of the instrument or order appointing them or creating the relationship wherein it is so provided, then acts with respect to voting shall have the following effect: (a) if only one votes, in person or by proxy, his act binds all; (b) if more than one vote, in person or by proxy, the act of the majority so voting binds all; (c) if more than one vote, in person or by proxy, but the vote is evenly split on any particular matter, each faction is entitled to vote the share or shares in question proportionally; or (d) if the instrument or order so filed shows that any such tenancy is held in unequal

interest, a majority or a vote evenly split for purposes hereof shall be a majority or a vote evenly split in interest. The principles of this paragraph shall apply, insofar as possible, to execution of proxies, waivers, consents, or objections and for the purpose of ascertaining the presence of a quorum.

10. *Proxies.* Any shareholder of the Corporation, other person entitled to vote on behalf of a shareholder pursuant to law, or attorney-in-fact for such persons may vote the shareholder's shares in person or by proxy. Any shareholder of the Corporation may appoint a proxy to vote or otherwise act for him by signing an appointment form, either personally or by his attorney-in-fact. An executed telegram or cablegram appearing to have been transmitted by such person, or a photographic, photostatic, or equivalent reproduction of an appointment form, shall be deemed a sufficient appointment form. An appointment of a proxy is effective when received by the Secretary of the Corporation or such other officer or agent which is authorized to tabulate votes, and shall be valid for up to 11 months, unless a longer period is expressly provided in the appointment form. The death or incapacity of the shareholder appointing a proxy does not affect the right of the Corporation to accept the proxy's authority unless notice of the death or incapacity is received by the secretary or other officer or agent authorized to tabulate votes before the proxy exercises his authority under the appointment. An appointment of a proxy is revocable by the shareholder unless the appointment is coupled with an interest.

11. *Shareholder List.* After fixing a record date for a meeting of shareholders, the Corporation shall prepare an alphabetical list of the names of all its shareholders who are entitled to notice of the meeting, arranged by voting group with the address of, and the number and class and series, if any, of shares held by each. The shareholders' list must be available for inspection by any shareholder for a period of ten (10) days prior to the meeting or such shorter time as exists between the record date and the meeting and continuing through the meeting at the Corporation's principal office, at a place identified in the meeting notice in the city where the meeting will be held, or at the office of the Corporation's transfer agent or registrar. Any shareholder of the Corporation or his agent or attorney is entitled on written demand to inspect the shareholders' list (subject to the requirements of law), during regular business hours and at his expense, during the period it is available for inspection. The Corporation shall make the shareholders' list available at the meeting of shareholders, and any shareholder or his agent or attorney is entitled to inspect the list at any time during the meeting or any adjournment.

12. *Action Without Meeting.* Any action required by law to be taken at a meeting of shareholders, or any action that may be taken at a meeting of shareholders, may be taken without a meeting or notice 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 with respect to the subject matter thereof, and such consent shall have the same force and effect as a vote of shareholders taken at such a meeting.

13. *Fixing Record Date.* For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or entitled to receive payment of any dividend, or in order to make a determination of shareholders for any other proper purposes, the Board of Directors may fix in advance a date as the record date for any such determination of shareholders, such date in any case to be not more than sixty (60) days, and, in case of a meeting of shareholders, not less than ten (10) days, prior to the date on which the particular action requiring such determination of shareholders is to be taken. If no record date is fixed for the determination of shareholders entitled to notice of or to vote at a meeting of shareholders, or shareholders entitled to receive payment of a dividend, the date on which the notice of the meeting is mailed or the date on which the resolutions of the Board of Directors declaring such dividend is adopted, as the case may be, shall be the record date for such determination of shareholders. When a determination of shareholders entitled to vote at any meeting of shareholders has been made as provided in this Section 13, such

determination shall apply to any adjournment thereof, except where the Board of Directors fixes a new record date for the adjourned meeting or as required by law.

14. *Inspectors and Judges.* The Board of Directors in advance of any meeting may, but need not, appoint one or more inspectors of election or judges of the vote, as the case may be, to act at the meeting or any adjournment(s) thereof. If any inspector or inspectors, or judge or judges, are not appointed, the person presiding at the meeting may, but need not, appoint one or more inspectors or judges. In case any person who may be appointed as an inspector or judge fails to appear or act, the vacancy may be filled by the Board of Directors in advance of the meeting, or at the meeting by the person presiding thereat. The inspectors or judges, if any, shall determine the number of shares of stock outstanding and the voting power of each, the shares of stock represented at the meeting, the existence of a quorum, the validity and effect of proxies, and shall receive votes, ballots and consents, hear and determine all challenges and questions arising in connection with the right to vote, count and tabulate votes, ballots and consents, determine the result, and do such acts as are proper to conduct the election or vote with fairness to all shareholders. On request of the person presiding at the meeting, the inspector or inspectors or judge or judges, if any, shall make a report in writing of any challenge, question or matter determined by him or them, and execute a certificate of any fact found by him or them.

15. *Voting for Directors.* Unless otherwise provided in the Articles of Incorporation, directors shall be elected by a plurality of the votes cast by the shares entitled to vote in the election at a meeting at which a quorum is present.

ARTICLE THREE

DIRECTORS

1. *Number, Election and Term.* The number of directors of the Corporation shall be fixed from time to time, within the limits specified by the Articles of Incorporation, by resolution of the Board of Directors; provided, however, no director's term shall be shortened by reason of a resolution reducing the number of directors. The directors shall be elected at the annual meeting of the shareholders, except as provided in Section 2 of this Article, and each director elected shall hold office for the term for which he is elected and until his successor is elected and qualified or until his earlier resignation, removal from office or death. Directors must be natural persons who are 18 years of age or older but need not be residents of the State of Florida, shareholders of the Corporation or citizens of the United States. Any director may be removed at any time, with or without cause, at a special meeting of the shareholders called for that purpose.

2. *Vacancies.* A director may resign at any time by giving written notice to the Corporation, the Board of Directors or the Chairman of the Board. Such resignation shall take effect when the notice is delivered unless the notice specifies a later effective date, in which event the Board of Directors may fill the pending vacancy before the effective date if they provide that the successor does not take office until the effective date. Any vacancy occurring in the Board of Directors and any directorship to be filled by reason of an increase in the size of the Board of Directors shall be filled by the affirmative vote of a majority of the current directors though less than a quorum of the Board of Directors, or may be filled by an election at an annual or special meeting of the shareholders called for that purpose, unless otherwise provided by law. A director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office, or until the next election of one or more directors by shareholders if the vacancy is caused by an increase in the number of directors.

3. *Powers.* Except as provided in the Articles of Incorporation and by law, all corporate powers shall be exercised by or under the authority of, and the business and affairs of the Corporation shall be managed under the direction of, its Board of Directors.

4. *Place of Meetings.* Meetings of the Board of Directors, regular or special, may be held either within or without the State of Florida.

5. *Annual Meeting.* The first meeting of each newly elected Board of Directors shall be held, without call or notice, immediately following each annual meeting of shareholders.

6. *Regular Meetings.* Regular meetings of the Board of Directors may also be held without notice at such time and at such place as shall from time to time be determined by the Board of Directors.

7. *Special Meetings and Notice.* Special meetings of the Board of Directors may be called by the Chairman of the Board or by the President and shall be called by the Secretary on the written request of any two directors. Written notice of special meetings of the Board of Directors shall be given to each director at least forty-eight (48) hours before the meeting. Except as required by statute, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting. Notices to directors shall be in writing and delivered personally or mailed to the directors at their addresses appearing on the books of the Corporation. Notice by mail shall be deemed to be given at the time when the same shall be received. Notice to directors may also be given by telegram, teletype or other form of electronic communication. Notice of a meeting of the Board of Directors need not be given to any director who signs a written waiver of notice before, during or after the meeting. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place of the meeting, the time of the meeting and the manner in which it has been called or convened, except when a director states, at the beginning of the meeting or promptly upon arrival at the meeting, any objection to the transaction of business because the meeting is not lawfully called or convened.

8. *Quorum; Required Vote; Presumption of Assent.* A majority of the number of directors fixed by, or in the manner provided in, these bylaws shall constitute a quorum for the transaction of business; provided, however, that whenever, for any reason, a vacancy occurs in the Board of Directors, a quorum shall consist of a majority of the remaining directors until the vacancy has been filled. The act of a majority of the directors present at a meeting at which a quorum is present when the vote is taken shall be the act of the Board of Directors. A director of the Corporation who is present at a meeting of the Board of Directors or a committee of the Board of Directors when corporate action is taken shall be presumed to have assented to the action taken, unless he objects at the beginning of the meeting, or promptly upon his arrival, to holding the meeting or transacting specific business at the meeting, or he votes against or abstains from the action taken.

9. *Action Without Meeting.* Any action required or permitted to be taken at a meeting of the Board of Directors or a committee thereof may be taken without a meeting if a consent in writing, setting forth the action taken, is signed by all of the members of the Board of Directors or the committee, as the case may be, and such consent shall have the same force and effect as a unanimous vote at a meeting. Action taken under this section is effective when the last director signs the consent, unless the consent specifies a different effective date. A consent signed under this Section 9 shall have the effect of a meeting vote and may be described as such in any document.

10. *Conference Telephone or Similar Communications Equipment Meetings.* Members of the Board of Directors may participate in a meeting of the Board by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time. Participation in such a meeting shall constitute presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground the meeting is not lawfully called or convened.

11. *Committees.* The Board of Directors, by resolution adopted by a majority of the full Board of Directors, may designate from among its members an executive committee and one or more other

committees, each of which, to the extent provided in such resolution, shall have and may exercise all of the authority of the Board of Directors in the business and affairs of the Corporation except where the action of the full Board of Directors is required by statute. Each committee must have two or more members who serve at the pleasure of the Board of Directors. The Board of Directors, by resolution adopted in accordance with this Article Three, may designate one or more directors as alternate members of any committee, who may act in the place and stead of any absent member or members at any meeting of such committee. Vacancies in the membership of a committee shall be filled by the Board of Directors at a regular or special meeting of the Board of Directors. The executive committee shall keep regular minutes of its proceedings and report the same to the Board of Directors when required. The designation of any such committee and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any member thereof, of any responsibility imposed upon it or him by law.

12. *Compensation of Directors.* 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.

13. *Chairman of the Board.* The Board of Directors may, in its discretion, choose a chairman of the board who shall preside at meetings of the shareholders and of the directors and shall be an ex officio member of all standing committees. The Chairman of the Board shall have such other powers and shall perform such other duties as shall be designated by the Board of Directors. The Chairman of the Board shall be a member of the Board of Directors but no other officers of the Corporation need be a director. The Chairman of the Board shall serve until his successor is chosen and qualified, but he may be removed at any time by the affirmative vote of a majority of the Board of Directors.

ARTICLE FOUR

OFFICERS

1. *Positions.* The officers of the Corporation may consist of a President, a Secretary and a Treasurer, and, if elected by the Board of Directors by resolution, a Chairman of the Board and/or one or more Vice Presidents. Any two or more offices may be held by the same person.

2. *Election of Specified Officers by Board.* The Board of Directors at its first meeting and after each annual meeting of shareholders may elect a President, one or more Vice Presidents, a Secretary, a Treasurer and one or more Assistant Secretaries.

3. *Election or Appointment of Other Officers.* Such other officers and assistant officers and agents as may be deemed necessary may be elected or appointed by the Board of Directors, or, unless otherwise specified herein, appointed by the President of the Corporation. The Board of Directors shall be advised of appointments by the President at or before the next scheduled Board of Directors meeting.

4. *Salaries.* The salaries of all officers of the Corporation to be elected by the Board of Directors pursuant to Article Four, Section 2 hereof shall be fixed from time to time by the Board of Directors or pursuant to its discretion. The salaries of all other elected or appointed officers of the Corporation shall be fixed from time to time by the President of the Corporation or pursuant to his direction.

5. *Term; Resignation.* The officers of the Corporation shall hold office until their successors are chosen and qualified. Any officer or agent elected or appointed by the Board of Directors or the President of the Corporation may be removed, with or without cause, by the Board of Directors. Any officers or agents appointed by the President of the Corporation pursuant to Section 3 of this Article Four may also be removed from such officer positions by the President, with or without cause. Any vacancy occurring in any office of the Corporation by death, resignation, removal or otherwise shall be filled by the Board of Directors, or, in the case of an officer appointed by the President of the Corporation, by the President or the Board of Directors. Any officer of the Corporation may resign from his respective office or position by delivering notice to the Corporation. Such resignation is effective when delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Corporation accepts the future effective date, the Board of Directors may fill the pending vacancy before the effective date if the Board provides that the successor does not take office until the effective date.

6. *President.* The President shall be the Chief Executive Officer of the Corporation, 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. In the absence of the Chairman of the Board or in the event the Board of Directors shall not have designated a chairman of the board, the President shall preside at meetings of the shareholders and the Board of Directors.

7. *Vice Presidents.* The Vice Presidents in the order of their seniority, unless otherwise determined by the Board of Directors, shall, in the absence or disability of the President, perform the duties and exercise the powers of the President. They shall perform such other duties and have such other powers as the Board of Directors shall prescribe or as the President may from time to time delegate.

8. *Secretary or Assistant Secretary.* The Secretary or Assistant Secretary shall attend all meetings of the Board of Directors and all meetings of the shareholders and record all the proceedings of the meetings of the shareholders 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 shareholders 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 keep in safe custody the seal of the Corporation and, when authorized by the Board of Directors, affix the same to any instrument requiring it.

The Secretary or Assistant Secretary shall have the custody of 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. 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 unless otherwise specified by the Board of Directors, the Secretary or Assistant Secretary shall be the Corporation's Chief Financial Officer.

9. *Other Officers, Employees and Agents.* Each and every other officer, employee and agent of the Corporation shall possess, and may exercise, such power and authority, and shall perform such duties, as may from time to time be assigned to him by the Board of Directors, the officer so appointing him and such officer or officers who may from time to time be designated by the Board of Directors to exercise such supervisory authority.

ARTICLE FIVE

CERTIFICATES FOR SHARES

1. *Issue of Certificates.* The Corporation shall deliver certificates representing all shares to which shareholders are entitled; and such certificates shall be signed by the Chairman of the Board, President or a Vice President, and by the Secretary or an Assistant Secretary of the Corporation, and may be sealed with the seal of the Corporation or a facsimile thereof.

2. *Legends for Preferences and Restrictions on Transfer.* The designations, relative rights, preferences and limitations applicable to each class of shares and the variations in rights, preferences and limitations determined for each series within a class (and the authority of the Board of Directors to determine variations for future series) shall be summarized on the front or back of each certificate. Alternatively, each certificate may state conspicuously on its front or back that the Corporation will furnish the shareholder a full statement of this information on request and without charge. Every certificate representing shares that are restricted as to the sale, disposition, or transfer of such shares shall also indicate that such shares are restricted as to transfer and there shall be set forth or fairly summarized upon the certificate, or the certificate shall indicate that the Corporation will furnish to any shareholder upon request and without charge, a full statement of such restrictions. If the Corporation issues any shares that are not registered under the Securities Act of 1933, as amended, and registered or qualified under the applicable state securities laws, the transfer of any such shares shall be restricted substantially in accordance with the following legend:

"THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME."

3. *Facsimile Signatures.* The signatures of the Chairman of the Board, the President or a Vice President and the Secretary or Assistant Secretary upon a certificate may be facsimiles, if the certificate is manually signed by a transfer agent, or registered by a registrar, other than the Corporation itself or an employee of the Corporation. In case any officer who has signed or whose facsimile signature has been placed upon such 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 the issuance.

4. *Lost Certificates.* 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 or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost 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 or destroyed certificate or certificates, or his legal representative, to advertise the same in such manner as it shall require 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 or destroyed.

5. *Transfer of Shares.* 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.

6. *Registered Shareholders.* The Corporation shall be entitled to recognize the exclusive rights of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner,

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 the State of Florida.

7. *Redemption of Control Shares.* As provided by the Florida Business Corporation Act, if a person acquiring control shares of the Corporation does not file an acquiring person statement with the Corporation, the Corporation may redeem the control shares at fair market value at any time during the 60-day period after the last acquisition of such control shares. If a person acquiring control shares of the Corporation files an acquiring person statement with the Corporation, the control shares may be redeemed by the Corporation only if such shares are not accorded full voting rights by the shareholders as provided by law.

ARTICLE SIX

GENERAL PROVISIONS

1. *Dividends.* The Board of Directors may from time to time declare, and the Corporation may pay, dividends on its outstanding shares in cash, property, or its own shares pursuant to law and subject to the provisions of the Articles of Incorporation.

2. *Reserves.* The Board of Directors may by resolution create a reserve or reserves out of earned surplus for any proper purpose or purposes, and may abolish any such reserve in the same manner.

3. *Checks.* 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.

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.

5. *Seal.* The corporate seal shall have inscribed thereon the name and state of incorporation of the Corporation. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any other manner reproduced.

6. *Gender.* All words used in these Bylaws in the masculine gender shall extend to and shall include the feminine and neuter genders.

ARTICLE SEVEN

AMENDMENTS OF BYLAWS

Unless otherwise provided by law, these Bylaws may be altered, amended or repealed or new Bylaws may be adopted by action of the Board of Directors.

Exhibit 3.26

CERTIFICATE OF INCORPORATION

OF

HENRY BROS. ELECTRONICS, INC.

UNDER SECTION 402 OF THE BUSINESS CORPORATION LAW

The undersigned, a natural person of the age of eighteen years or over, desiring to form a corporation pursuant to the provisions of Section 402 of the Business Corporation Law of the State of New York, hereby certifies as follows:

FIRST: The name of the corporation is:

HENRY BROS. ELECTRONICS, INC.

SECOND: The purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized under the Business Corporation Law of the State of New York, exclusive of any act or activity requiring the consent or approval of any state official, department, board, agency or other body without such consent or approval first being obtained.

THIRD: The office of the corporation in the State of New York is to be located in the County of New York.

FOURTH: The aggregate number of shares which the corporation shall have the authority to issue **is:**

Two Hundred (200) shares without par value.

FIFTH: The Secretary of State is designated as the agent of the corporation upon whom process against the corporation may be served, and the address to which the Secretary of State shall mail a copy of any process against the corporation served upon him is: Corporation Service Company, 80 State Street, Albany, NY 12207.

SIXTH: The corporation designates Corporation Service Company with its address at 80 State Street, Albany, NY, 12207, as its registered agent upon whom process against it may be served within the State of New York.

SEVENTH: No director of the corporation shall be personally liable to the corporation 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.

/s/ Carol Manziello

Carol Manziello
Incorporator
Corporation Service Company
80 State Street
Albany, NY 12207

CERTIFICATE OF AMENDMENT

OF

CERTIFICATE OF INCORPORATION

OF

HENRY BROS, ELECTRONICS, INC.

Under Section 805 of the Business Corporation Law

1. The name of the corporation is:

HENRY BROS. ELECTRONICS, INC.

2. The Certificate of Incorporation was filed by the Department of State on the 15th day of August, 2005.

3. The Certificate of incorporation is hereby amended to change) the corporation's name.

Paragraph One of the Certificate of Incorporation is amended to read as follows:

"FIRST; The name of the corporation is:

DIVERSIFIED SECURITY SOLUTIONS, INC."

4. This amendment to the Certificate of Incorporation was authorized by the unanimous written consent of the Board of Directors and the solo shareholder.

DATED: August 17, 2005

/s/ Brian Reach

Brian Reach, Secretary

New York State
Department of State
Division of Corporations, State Records
and Uniform Commercial Code
41 State Street
Albany, NY 12231
www.dos.state.ny.us

CERTIFICATE OF CHANGE
OF
Diversified Security Solutions, Inc
(Insert Name of Domestic Corporation)

Under Section 805-A of the Business Corporation Law

FIRST: The name of the corporation is: Diversified Security Solutions, Inc.

If the name of the corporation has been changed, the name under which it was formed is: Henry Bros. Electronics, Inc.

SECOND: The certificate of incorporation was filed by the Department of State on: August 15, 2005.

THIRD: The change(s) effected hereby are: *[Check appropriate statement(s)]*

o The county location, within this state, in which the office of the corporation is located, is changed to:

☒ The address to which the Secretary of State shall forward copies of process accepted on behalf of the corporation is changed to read in its entirety as follows: Diversified Security Solutions, Inc.17 Battery Place, Suite 701, New York NY 10004-1165, Attention: Vice President Business Development

o The corporation hereby: *[Check one]*

o Designates as its registered agent upon whom process against the corporation may be served. The street address of the registered agent is:

o Changes the designation of its registered agent to: . The street address of the registered agent is:

o Changes the address of its registered agent to:

☒ Revokes the authority of its registered agent.

FOURTH: The change w authorized by the board of directors.

/s/ Brian Reach	Brian Reach
(Signature)	*(Name of Signer)*
	President
	(Title of Signer)

CERTIFICATE OF CHANGE
OF

Diversified Security Solutions, Inc
(Insert Name of Domestic Corporation)

Under Section 805-A of e Business Corporation Law

Filer's Name Diversified Security Solutions, Inc

Address 17 Battery Place

City, State and Zip Code New York, NY 10004-1165

NOTE: This form was prepared by the New York State Department of State. You are not required to use this form. You may draft your own form or use forms available at legal stationery stores. The Department of State recommends that all documents be prepared under the guidance of an attorney. The certificate must be submitted with a $30 filing fee.

For Office Use Only

QuickLinks

Exhibit 3.27

BY-LAWS

OF

DIVERSIFIED SECURITY SOLUTIONS, INC.

(a New York corporation)

ARTICLE I

SHAREHOLDERS

1. *CERTIFICATES REPRESENTING SHARES.* Certificates representing shares shall set forth thereon the statements prescribed by Section 508, and, where applicable, by Sections 505, 616, 620, 709, and 1002, of the Business Corporation Law and by any other applicable provision of law and shall be signed by the Chairman or a Vice-Chairman of the Board of Directors, if any, or by the President or a Vice-President and by the Secretary or an Assistant Secretary or the Treasurer or an Assistant Treasurer and may be sealed with the corporate seal or a facsimile thereof. The signatures of the officers upon a certificate may be facsimiles if the certificate is countersigned by a transfer agent or registered by a registrar other than the corporation itself or its employee, or if the shares are listed on a registered national security exchange. 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 its issue.

A certificate representing shares shall not be issued until the full amount of consideration therefore has been paid except as Section 504 of the Business Corporation Law may otherwise permit.

The corporation may issue a new certificate for shares in place of any certificate theretofore issued by it, alleged to have been lost or destroyed, and the Board of Directors may require the owner of any lost or destroyed certificate, or his legal representative, to give the corporation a bond sufficient to indemnify the corporation against any claim that may be made against it on account of the alleged loss or destruction of any such certificate or the issuance of any such new certificate.

2. *FRACTIONAL SHARE INTERESTS.* The corporation may issue certificates for fractions of a share which shall entitle the holder, in proportion to his fractional holdings, to exercise voting rights, receive dividends, and participate in liquidating distributions; or it may pay in cash the fair value of fractions of a share as of the time when those entitled to receive such fractions are determined; or it may issue scrip in registered or bearer form over the manual or facsimile signature of an officer of the corporation or of its agent, exchangeable as therein provided for full shares, but such scrip shall not entitle the holder to any rights of a shareholder except as therein provided.

3. *SHARE TRANSFERS* Upon compliance with provisions restricting the transferability of shares, if any, transfers of shares of the corporation shall be made only on the share record of the corporation by the registered holder thereof, or by his attorney thereunto authorized by power of attorney duly executed and filed with the Secretary of the corporation or with a transfer agent or a registrar, if any, and on surrender of the certificate or certificates for such shares properly endorsed and the payment of all taxes due thereon.

4. *RECORD DATE FOR SHAREHOLDERS* For the photos of determining the shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to dissent from any proposal without a meeting, or for the purpose of determining shareholders entitled receive payment of any dividend the allotment of any rights, or for the purpose of any other action, the directors may fix, in advance, a date as the record date for any such determination of shareholders. Such date shall not be more than sixty days nor less than ten days

before the date of such meeting, nor more than sixty days prior mayor other action. If no record date is fixed, the record date for the determination of shareholders entitled to notice of or to vote at a meeting of shareholders shall be at the close of the business on the day next preceding the day on which notice is given, or, if no notice is given, the day on which the meeting is held; the record date for mining shareholders for any purpose other than that specified in the preceding clause shall be at the close of business on the day on which the resolution of the directors relating thereto is adopted. When a determination of shareholders of record entitled to notice of a vote at any meeting of shareholders has been made as provided in this paragraph, such determination shall apply any adjournment thereof, unless directors fix a new record date under this paragraph for the adjourned meeting.

5. *MEANING OF CERTAIN TERMS.* As used herein in respect of the right to notice of a meeting of shareholders or a waiver thereof or to participate or vote thereat or to consent or dissent in writing in lieu of a meeting, as the case may be, the tem "share" or "shares" or "shareholder" or "shareholders" refers to an outstanding share or shares and a holder or holders of record of outstanding shares when the corporation is authorized to issue only one class of shares, and said reference is also intended to include any outstanding share or shares and any holder or holders of record of outstanding shares of any class upon which or upon whom the Certificate of Incorporation confers such rights where there are two or more classes or series of shares or upon which or upon whom the Business Corporation Law confers such rights notwithstanding that the Certificate of Incorporation may provide for more than one class or series of shares, one or more of which are limited or denied such rights thereunder.

6. *SHAREHOLDER MEETINGS.*

- *TIME.* The annual meeting shall be held on the date fixed, from time to time, by the directors, provided, that the first annual meeting shall be held on a date within thirteen months after the formation of the corporation, and each successive annual meeting shall be held on a date within thirteen months after the date of the preceding annual meeting. A special meeting shall be held on the date fixed by the directors except when the Business Corporation Law confers the fight to fix the date upon shareholders.

- *PLACE.* Annual meetings and special meetings shall be held at such place, within or without the State of New York, as the directors may, from time to time, fix. Whenever the directors shall fail to fix such place, or, whenever shareholders entitled to call a special meeting shall call the same, the meeting shall be held at the office of the corporation in the State of New York.

- *CALL.* Annual meetings may called by the directors or by any officer instructed by the directors to call the meeting. Special meetings may be called in like manner except when the directors are required by the Business Corporation Law to call a meeting, except when the shareholders are entitled by said Law to demand the call of a meeting.

- *NOTICE OR ACTUAL OR CONSTRUCTIVE WAIVER OF NOTICE.* Written notice of all meetings shall be given, stating the place, date, and hour of the meeting, and, unless it is an annual meeting, indicating that it is being issued by or at the direction of the person or persons calling the meeting. The notice of an annual meeting shall state that the meeting is called for the election of directors and for the transaction of other business which may properly come before the meeting, and shall (if any other action which could be taken at a special meeting is to be taken at such annual meeting) state the purpose or purposes. The notice of a special meeting shall in all instances state the purpose purposes for which the meeting is called; and, at any such meeting, only such business may be transacted which is related to the purpose or purposes set forth in the notice. If the directors shall adopt, amend, or repeal a By-Law regulating an impending election of directors, the notice of the meeting for election of directors shall contain the statements prescribed by Section 601(b) of the Business Corporation Law. If any action is proposed to be taken which would, if taken, entitle shareholders to receive payment for their

shares, the notice shall include a statement of that purpose and to that effect and shall be accompanied by a copy of Section 623 of the Business Corporation Law or an outline of its material terms. A copy of the notice of any meeting shall be given, personally or by first class mail, not fewer than ten days nor more than sixty days before the date of the meeting, unless the lapse oft the prescribed period of time shall have been waived, to the shareholder at his record address at such other address which he may have furnished by request in writing to the Secretary of the corporation. In lieu of giving a copy of such notice personally or by first class mail as aforesaid, a copy of such notice may be given by third class mail not fewer than twenty- four nor more than sixty days before the date of the meeting. Notice by mail shall be deemed to be given when deposited, with postage thereon prepaid, in a post office or official depository under the exclusive care and custody oft the United States post office department. If a meeting is adjourned to another time or place, and, if any announcement of the adjourned time or place is made at the meeting, it shall not be necessary to give notice of the adjourned meeting unless the directors, after adjournment, fix a new record date for the adjourned meeting. Notice of a meeting need not be given to any shareholder who submits a signed waiver of notice before or after the meeting. Waiver of notice may be written or electronic. If written, the waiver must be executed by the shareholder or the shareholder's authorized officer, director, employee or agent by signing such waiver or causing his or her signature to be affixed to such waiver by any reasonable means, including, but not limited to, facsimile signature. If electronic, the transmission of the waiver must either set forth or be submitted with information from which it can reasonably be determined that the transmission was authorized by the shareholder. The attendance of a shareholder at a meeting without protesting prior to the conclusion of the meeting the lack of notice of such meeting shall constitute a waiver of notice by him.

- *SHAREHOLDER LIST AND CHALLENGE.* A list of shareholders as of the record date, certified by the Secretary or other officer responsible for its preparation or by the transfer agent, if any, shall be produced at any meeting of shareholders upon the request thereat or prior thereto of any shareholder. If the right to vote at any meeting is challenged, the inspectors of election, if any, or the person presiding thereat, shall require such list of shareholders to be produced as evidence of the right of the persons challenged to vote at such meeting, and all persons who appear from such list to be shareholders entitled to vote thereat may vote at such meeting.

- *CONDUCT OF MEETING.* Meetings of the shareholders shall be presided over by one of the following officers in the order of seniority and if present and acting—the Chairman of the Board, if any, the Vice-Chairman of the Board, if any, the President, a Vice-President, or, if none of the foregoing is in office and present and acting, by a chairman to be chosen by the shareholders. The Secretary of the corporation, or in his absence, an Assistant Secretary, shall act as secretary of every meeting, but if neither the Secretary nor an Assistant Secretary is present the chairman of the meeting shall appoint a secretary of the meeting.

- *PROXY REPRESENTATION.* Every shareholder may authorize another person or persons to act for him by proxy in all matters in which a shareholder is entitled to participate, whether by waiving notice of any meeting, voting or participating at a meeting, or expressing consent or dissent without a meeting. No proxy shall be valid after the expiration of eleven months from the date thereof unless otherwise provided in the proxy. Every proxy shall be revocable at the pleasure of the shareholder executing it, except as otherwise provided by the Business Corporation Law.

- *INSPECTORS—APPOINTMENT.* Inspectors may be appointed in the manner prescribed by the provisions of Section 610 of the Business Corporation Law, but need not be appointed except as otherwise required by those provisions.

- *QUORUM.* Except for a special election of directors pursuant to Section 603(b) of the Business Corporation Law, and except as herein otherwise provided, the holders of a majority of the votes of outstanding shares shall constitute a quorum at a meeting of shareholders for the transaction of any business. When a quorum is once present to organize a meeting, it is not broken by the subsequent withdrawal of any shareholders. The shareholders present may adjourn the meeting despite the absence of a quorum.

- *VOTING.* Each share shall entitle the holder thereof to one vote. In the election of directors, a plurality of the votes cast shall elect. Any other action shall be authorized by a majority of the votes cast in favor of or against such action except where the Business Corporation Law provides otherwise.

7. *SHAREHOLDER ACTION WITHOUT MEETINGS.* Whenever under the provisions of the Business Corporation Law shareholders are required or permitted to take any action by vote, such action may be taken without a meeting on written consent, signed by the holders of all outstanding shares entitled to vote thereon or, if the Certificate of Incorporation so permits, signed by the holders of outstanding shares 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, in accordance with the provisions of Section 615 of the Business Corporation Law.

ARTICLE II

GOVERNING BOARD

1. *FUNCTIONS AND DEFINITIONS.* The business of the corporation shall be managed under the direction of a governing board, which is herein referred to as the "Board of Directors" or "directors" notwithstanding that the members thereof may otherwise bear the titles of trustees, managers, or governors or any other designated title, and notwithstanding that only one director legally constitutes the Board. The word "director" or "directors" likewise herein refers to a member or to members of the governing board notwithstanding the designation of a different official title or titles. The use of the phrase "entire board" herein refers to the total number of directors the corporation would have if there were no vacancies.

2. *QUALIFICATIONS AND NUMBER.* Each director shall be at least eighteen years of age. A director need not be a shareholder, a citizen of the United States, or a resident of the State of New York. The initial Board of Directors shall consist of three persons. Thereafter, the number of directors constituting the board shall be at least one person. Subject to the foregoing limitation and except for the first Board of Directors, such number may be fixed from time to time by action of the shareholders or of the directors, or, if the number is not so fixed, the number shall be three. The number of directors may be increased or decreased by action of shareholders or of the directors, provided that any action of the directors to effect such increase or decrease shall require the vote of a majority of the entire Board. No decrease shall shorten the term of any incumbent director.

3. *ELECTION AND TERM.* The first Board of Directors shall be elected by the incorporator or incorporators and shall hold office until the first annual meeting of shareholders and until their successors have been elected and qualified. Thereafter, directors who are elected at an annual meeting of shareholders, and directors who are elected in the interim by the shareholders to fill vacancies and newly created directorships, shall hold office until the next annual meeting of shareholders and until their successors have been elected and qualified; and directors who are elected in the interim by the directors to fill vacancies and newly created directorships shall hold office until the next meeting of shareholders at which the election of directors is in the regular order of business and until their successors have been elected and qualified. In the interim between annual meetings of shareholders or of special meetings of shareholders called for the election of directors, newly created directorships and any vacancies in the Board of Directors, including vacancies resulting from the removal of directors for cause or without cause, may be filled by the vote of the remaining directors then in office, although less than a quorum exists.

4. *MEETINGS.*

- *TIME.* Meetings shall be held at such time as the Board shall fix, except that the first meeting of a newly elected Board shall be held as soon after its election as the directors may conveniently assemble.

- *PLACE.* Meetings shall be held at such place within or without the State of New York as shall be fixed by the Board.

- *CALL.* No call shall be required for regular meetings for which the time and place have been fixed. Special meetings may be called by or at the direction of the Chairman of the Board, if any, of the President, or of a majority of the directors in office.

- *NOTICE OR ACTUAL OR CONSTRUCTIVE WAIVER.* No notice shall be required for regular meetings for which the time and place have been fixed. Written, oral, or any other mode of notice of the time and place shall be given for special meetings in sufficient time for the convenient assembly of the directors thereat. The notice of any meeting need not specify the purpose of the meeting. Any requirement of furnishing a notice shall be waived by any director who signs a waiver of notice before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to him.

- *QUORUM AND ACTION.* A majority of the entire Board shall constitute a quorum except when a vacancy or vacancies prevents such majority, whereupon a majority of the directors in office shall constitute a quorum, provided such majority shall constitute at least one-third of the entire Board. A majority of the directors present, whether or not a quorum is present, may adjourn a meeting to another time and place. Except as herein otherwise provided, the act of the Board shall be the act, at a meeting duly assembled, by vote of a majority of the directors present at the time of the vote, a quorum being present at such time.

Any one or more members of the Board of Directors or of any committee thereof may participate in a meeting of said Board or of any such committee 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, and participation by such means shall constitute presence in person at the meeting.

- *CHAIRMAN OF THE MEETING.* The Chairman of the Board, if any and if present and acting, shall preside at all meetings. Otherwise, the President, if present and acting, or any other director chosen by the Board, shall preside.

5. *REMOVAL OF DIRECTORS.* Any or all of the directors may be removed for cause or without cause by the shareholders. One or more of the directors may be removed for cause by the Board of Directors.

6. *COMMITTEES.* The Board of Directors, by resolution adopted by a majority of the entire Board of Directors, may designate from their number one or more directors to constitute an Executive Committee and other committees, each of which, to the extent provided in the resolution designating it, shall have the authority of the Board of Directors with the exception of any authority the delegation of which is prohibited by Section 712 of the Business Corporation Law.

7. *WRITTEN ACTION.* Any action required or permitted to be taken by the Board of Directors or by any committee thereof may be taken without a meeting if all of the members of the Board of Directors or of any committee thereof consent in writing to the adoption of a resolution authorizing the action. The resolution and the written consents thereto by the members of the Board of Directors or of any such committee shall be filed with the minutes of the proceedings of the Board of Directors or of any such committee.

ARTICLE III

OFFICERS

The directors may elect or appoint a Chairman of the Board of Directors, a President, one or more Vice-Presidents, a Secretary, one or more Assistant Secretaries, a Treasurer, one or more Assistant Treasurers, and such other officers as they may determine. The President may but need not be a director. Any two or more offices may be held by the same person. When all of the issued and outstanding shares of the corporation are owned by one person, such person may hold all or any combination of offices.

Unless otherwise provided in the resolution of election or appointment, each officer shall hold office until the meeting of the Board of Directors following the next annual meeting of shareholders and until his successor has been elected or appointed and qualified.

Officers shall have the powers and duties defined in the resolutions appointing them. The Board of Directors may remove any officer for cause or without cause.

ARTICLE IV

STATUTORY NOTICES TO SHAREHOLDERS

The directors may appoint the Treasurer or other fiscal officer and/or the Secretary or any other officer to cause to be prepared and furnished to shareholders entitled thereto any special financial notice and/or any financial statement, as the case may be, which may be required by any provision of law, and which, more specifically, may be required by Sections 511, 515, 516, 517, 519, and 520 of the Business Corporation Law.

ARTICLE V

BOOKS AND RECORDS

The corporation shall keep correct and complete books and records of account and shall keep minutes of the proceedings of the shareholders, of the Board of Directors, and of any committee which the directors may appoint, and shall keep at the office of the corporation in the State of New York or at the office of the transfer agent or registrar, if any, in said State, a record containing the names and addresses of all shareholders, the number and class of shares held by each, and the dates when they respectively became the owners of record thereof. Any of the foregoing books, minutes, or records may be in written form or in any other form capable of being converted into written form within a reasonable time.

ARTICLE VI

CORPORATE SEAL

The corporate seal, if any, shall be in such form as the Board of Directors shall prescribe.

ARTICLE VII

FISCAL YEAR

The fiscal year of the corporation shall be fixed, and shall be subject to change from time to time, by the Board of Directors.

ARTICLE VIII

CONTROL OVER BY-LAWS

The shareholders entitled to vote in the election of directors or the directors upon compliance with any statutory requisite may amend or repeal the By-Laws and may adopt new By-Laws, except that the directors may not amend or repeal any By-Law or adopt any new By-Law, the statutory control over which is vested exclusively in the said shareholders or in the incorporators. By-Laws adopted by the incorporators or directors may be amended or repealed by the said share-holders.

QuickLinks

Exhibit 3.27

QuickLinks -- Click here to rapidly navigate through this document

Exhibit 3.30

CERTIFICATE OF INCORPORATION

of

GENERAL MICROWAVE CORPORATION

Pursuant to Article Two of the
Stock Corporation Law

We, the undersigned, all being of full age and at least two-thirds of us being citizens of the United States, and at least one of us being a resident of the State of New York, desiring to form a corporation pursuant to the provisions of the Stock Corporation Law of the State of New York, do hereby make, subscribe, acknowledge and file this certificate for that purpose as follows:

FIRST: The name of the proposed corporation is GENERAL MICROWAVE CORPORATION.

SECOND: The purposes for which it is to be formed are as follows:

(a) To design, patent, manufacture, develop, sell, import, export, assemble, repair, demonstrate, hire, lease or otherwise deal in electronics and x-ray equipment, machines, and automatic machinery of all kinds, and castings and parts thereof, and equipment therefor, and to install, service and maintain the same, and to act as agents or representatives of corporations, firms and individuals engaged in such business.

(b) To manufacture, purchase or otherwise acquire to sell or otherwise dispose of and to deal in and distribute, for itself and for others (1) all kinds of radio tubes and other apparatus and devices capable of changing the form of, controlling or modifying electrical and other energy, (2) apparatus and devices useful in wire or wireless telephony or telegraphy, or in connection with the recordation of sound or pictures or the reproduction of sound or pictures from recourse, and (3) all or any other goods, wares, merchandise and other property of every class and description.

(c) To engage in and carry on research and experimental work in the fields of electricity, electronics, radio and television, and in connection therewith to establish, equip, own, operate and maintain laboratories and all equipment essential or pertinent thereto for carrying out the foregoing purposes; to develop useful and profitable inventions of any and every kind and conduct experiments to that end.

(d) To acquire by purchase, subscription or otherwise, and to invest in, receive, hold, own, deal in, underwrite, sell, exchange, assign, transfer, mortgage, pledge or otherwise dispose of all forms of securities, including stocks, bonds, debentures, notes, securities, including stocks, bonds, debentures, notes, evidences of indebtedness, certificates of indebtedness, certificates of interest and deposit, commercial paper, except bills of exchange, mortgages, subscription rights, purchase rights and other similar instruments and rights, issued or created by corporations, domestic or foreign, associations, firms, trustees, syndicates, individuals, governments, provinces, colonies, states, districts, territories, municipalities, or other political divisions of the United States of America or of any foreign department; to issue in exchange therefor its own stocks, bonds or other obligations or certificates, or receipts evidencing interest in or participation in any such securities so or thereafter acquired; and while owner of any such stocks, bonds and other securities or evidence of indebtedness or interest therein to exercise all rights, powers and privileges of ownership, including the right to vote for any and all purposes.

(e) To make advances or loans upon the pledge of securities dealt in, or without security, and upon the security of mortgages, deeds of trust, judgments or other liens on real estate, lease-holds, or personal property, bills of lading and warehouse receipts, and bonds, debentures and trust certificates, corporation certificates, notes and commercial paper, choses in action, open accounts or other evidences of ownership or other money obligations, but only so far as may be permitted to corporations organized under Article Two of the Stock Corporation Law.

(f) To aid by loans, subsidy, guaranty, or in any other manner whatsoever, any person, firm, association or corporation whose stocks, bonds, securities or other obligations (as the case may be) are in any manner held or guaranteed, and to do any and all other acts or things toward the preservation, protection, improvement or enhancement, in value of an such stocks, bonds, securities or other obligations, and to do all and any such acts or things designed to accomplish any such purpose, but only so far as may be permitted to corporations organized under Article Two of the stock Corporation Law.

(g) To acquire, hold, own and dispose of grants, concessions and franchises, or interests therein; to cause to be formed, merged or reorganized, and to promote in any way permitted by law, the formation, merger or reorganization of any corporation, domestic or foreign; to enter into contracts of underwriting of the securities of any other corporation, domestic or foreign, and to buy, sell and deal in the same, or any interest therein, and to act as manager of such underwriting agreements, but all only so far as the same may be permitted to corporations organized under Article Two of the Stock Corporation Law.

(h) To manufacture, prepare for market, buy, sell, deal in and with, export and import all kinds of goods, wares and merchandise and personal property of any kind and description; and to engage generally in the business of manufacturing, merchandising or any other related business which in the judgment of the board of directors may be of use or advantage to the corporation.

(i) To purchase or otherwise acquire, hold, improve, mortgage, pledge, lease, sell or exchange real estate, leaseholds or personal property of any kind or any interest therein necessary or convenient for the purposes hereinabove expressed.

(j) To purchase, hold and reissue the shares of its capital stock to the extent permitted by law.

(k) To purchase otherwise acquire, all or any part of the business, good will, rights, property and assets of all kinds and assume all or any part of the liabilities of any corporation, association, partnership or person engaged in any business included in the purposes and objects herein expressed.

(l) To issue its bonds, notes, debentures or other obligations from time to time for cash, or in payment for property, shares, stocks, bonds, securities or other obligations purchased or acquired by it, or for any other object in or about its business, and to secure the same by mortgage, pledge, deed of trust to otherwise.

(m) To acquire, hold, dispose of, and when and as permitted by law to corporations organized under Article Two of the Stock Corporation Law, to guarantee the due payment of stocks, bonds and other obligations of any other corporation, domestic or foreign, with power to issue its own securities in exchange therefor.

(n) To enter into, make, perform and carry out contracts for any lawful purposes pertaining to the business herein set forth, without limit as to amount, with any person, firm, association or corporation.

(o) To borrow money and to draw, make, accept, endorse, execute and issue promissory notes, bills of exchange, warrants and other negotiable or transferable instruments, other than for use as a circulating medium.

(p) To conduct its business in other states, territories and possession of the Untied States, and in foreign countries, but subject always to the laws thereof, and to have one or more offices and keep the books of this corporation outside the State of New York; except as otherwise may be provided by law.

The foregoing clauses shall be construed both as objects and powers, and it is hereby expressly provided that the foregoing enumeration of specific powers shall not be held to limit or restrict in any

manner the general powers of this corporation and the enjoyment thereof as conferred by the laws of the State of New York upon like corporations.

It is the intention that the purposes, objects and powers specified in this Article Second and all subdivisions hereof shall, except as otherwise expressly provided, in no wise be limited or restricted by reference to or inference from the terms of any other clause or paragraph of this Article, and that each of the purposes, objects, and powers specified in this Article Second shall be regarded as independent purposes, objects and powers.

Nothing in this Article Second contained is intended or shall be construed to authorize this corporation to carry on any business or to perform any act or thing not permitted to corporations organized under Article Two of the Stock Corporation Law of the State of New York .

THIRD: The amount of the capital stock of the corporation shall be Twenty Thousand Dollars ($20,000.) consisting of 2,000,000 shares of common stock of the par value of one cent ($0.01) per share.

FOURTH: The office of the corporation is to be located in the Borough of Manhattan, City, County and State of New York, and the address within the State to which the Secretary of State shall mail a copy of process in any action or proceeding against the corporation which may be served upon him, is in care of Frederick Zissu, Esq., 70 Pine Street, New York, New York.

FIFTH: Its duration is to be perpetual.

SIXTH: The number of its directors shall be not less than three nor more than fifteen. Directors need not be stockholders.

SEVENTH: The names and post office addresses of the directors until the first annual meeting of the stockholders, at least one of whom is a citizen of the Untied States and a resident of the State of New York, are:

Names	Addresses
Bernard A. Feuerstein	40 Wall Street, New York 5, New York
Irwin P. Underweiser	40 Wall Street, New York 5, New York
Richard L. Bernstein	40 Wall Street, New York 5, New York

EIGHTH: The name and post office address of each subscriber to this certificate of incorporation and a statement of the number of shares of stock which each agrees to take in the corporation are as follows:

Names	Addresses	Shares
Bernard A. Feuerstein	40 Wall Street, New York 5, New York	1
Irwin P. Underweiser	40 Wall Street, New York 5, New York	1
Richard L. Bernstein	40 Wall Street, New York 5, New York	1

NINTH: The Secretary of State is hereby designated as the agent of the corporation upon whom the process in any action or proceeding against it may be served.

IN WITNESS WHEREOF, we have made, signed and acknowledged this certificate in duplicate this 13th day of June, 1960.

/s/ Bernard A. Feuerstein

Bernard A. Feuerstein

/s/ Irwin P. Underweiser

Irwin P. Underweiser

/s/ Richard L. Bernstein

Richard L. Bernstein

STATE OF NEW YORK)

COUNTY OF NEW YORK) ss.

On this 13th day of June, 1960, before me personally came BERNARD A. FEUERSTEIN, IRWIN P. UNDERWEISER, and RICHARD L. BERNSTEIN, to me known and known to me to be the individuals described in and who executed the foregoing certificate of incorporation, and they severally duly acknowledged to me that they executed the same.

CERTIFICATE OF AMENDMENT

OF

CERTIFICATE OF INCORPORATION

OF

GENERAL MICROWAVE CORPORATION

****

PURSUANT TO SECTION THIRTY-SIX
OF THE STOCK CORPORATION LAW

FREDERICK ZISSU
ATTORNEY

70 PINE STREET
BOROUGH OF MANHATTAN NEW YORK CITY

CERTIFICATE OF AMENDMENT

OF

CERTIFICATE OF INCORPORATION

OF

GENERAL MICROWAVE CORPORATION

* * * * *

PURSUANT TO SECTION THIRTY-SIX
OF THE STOCK CORPORATION LAW

* * * * *

WE, THE UNDERSIGNED, SHERMAN A. RINKEL and JANIS KIERNAN hereby respectively the President and Secretary of GENERAL MICROWAVE CORPORATION hereby certify:

1. The name of this corporation is General Microwave Corporation.

2. The Certificate of Incorporation of this corporation was filed in the Department of State on June 14, 1960.

3. The said Certificate of Incorporation is hereby amended so as to; provide for the reclassification of presently authorized shares of stock pursuant to Section 35, Subdivision 2(c) of the Stock Corporation Law; provide for the preference of a newly created class of stock in the event of the winding up of the affairs of the corporation, pursuant to Section 35, Subdivision 2(c) and 2(d) of the Stock Corporation Law; to provide for the conversion of the shares of one newly created class of stock into shares of another newly created class of stock pursuant to Section 27 of the Stock Corporation Law, and to provide for the waiver of any preemptive rights of stockholders pursuant to Section 35, Subdivision 2(h) of the Stock Corporation Law.

4. Article THIRD of the Certificate of Incorporation (which reads as follows:

"The amount of the capital stock of the corporation shall be Twenty Thousand Dollars ($20,000.), consisting of 2,000,000 shares of common stock of the par value of one cent ($.01) per share.")

is hereby amended so as to wholly strike out the foregoing language and to substitute the following language:

"The amount of the Capital Stock of the corporation shall be $20,000. consisting of (1) one million seven hundred thousand (1,700,000) shares of Class A Stock of one cent ($.01) per share par value and (2) three hundred thousand (300,000) shares of Class B Stock of one cent ($.01) per share par value.

Except as otherwise provided herein each share of stock regardless of class shall be equal to every other share of stock of the Corporation.

In the event of the liquidation of the affairs of this corporation or the distribution of its assets (prior to January 1, 1966) the holders of the Class A Stock shall be entitled to receive a payment of Two Dollars ($2.00) for each such share held, before any payment shall be made to the holders of the Class B stock. In such event after the aforesaid payment to Class A stockholders, any remaining assets of this corporation shall be distributed equally among each share of Class A and Class B stock on a share for share basis irrespective of the amount of capital allocated to each class of stock.

Each share of Class A and Class B stock shall share equally in any dividends that may be declared by the corporation on a share for share basis.

The holders of Class A and Class B stock shall have full voting rights on the basis of one vote per share held regardless of class.

At any time during the period from January 1, 1964 up to and including December 31, 1965, the holders of Class B stock shall have the option to covert any or all of their shares of said Class B stock into an equal number of shares of Class A stock which option may be exercised only as follows:

(a) Any holder of Class B Stock desiring to exercise such option shall notify the secretary of the corporation of his intention to do so in writing and promptly thereafter surrender the certificate(s) representing the stock to be converted duly endorsed in blank to the Secretary of the corporation.

In the event the Board of Directors duly appoints a Transfer Agent, the aforesaid notice and surrender shall be made to such Transfer Agent instead of the Secretary.

(b) Upon receipt of the aforesaid notice and upon the aforesaid surrender, the corporation shall cause to be issued to such holder one share of Class A stock for each share of Class B stock so surrendered and shall cause to be issued and deliver to such holder a certificate evidencing such shares.

Shares of Stock which shall have been converted shall not be "issued" shares in computing capital. Upon conversion, the shares which shall have been converted shall be eliminated.

5. The two million authorized shares of one cent ($.01) par value common stock existing prior to the date of filing of this Certificate of Amendment are hereby reclassified as follows: One million seven hundred thousand authorized, but as yet unissued shares are hereby reclassified as Class A stock of one cent ($.01) per share par value and the three hundred thousand (300,000) of authorized and issued shares are hereby reclassified as Class B stock of one cent ($.01) per share par value.

6. The Certificate of Incorporation of this corporation is hereby amended by adding thereto Article "Tenth" which reads as follows:

"TENTH: No holder of any stock of this corporation shall be entitled as of right to purchase or subscribe for any part of any stock of the corporation authorized herein, or of additional stock any class to be issued by reason of any increase of the authorized capital stock of the corporation, or of any bonds, certificates of indebtedness, debentures, or other securities convertible into stock of the corporation. Any stock authorized herein or any such additional authorized issue of any stock or of securities convertible into stock may be issued and disposed of by the Board of Directors to any persons, firms, corporations or associations, and upon such terms and conditions as the Board of Directors may in their discretion determine, without offering any thereof on the same terms or on any terms to the stockholders then of record or to any class of stockholders."

IN WITNESS WHEREOF, we have subscribed and acknowledged this certificate this 21 day of December, 1961.

/s/ Sherman A. Rinkel

Sherman A. Rinkel

/s/ Janis Kiernan

Janis Kiernan

STATE OF NEW YORK)
ss.
COUNTY OF SUFFOLK)

On this 21st day of December, 1961, before me personally came SHERMAN A. RINKEL, to me known and known to me to be the individual described in and who executed the foregoing Certificate and he duly acknowledged to me that he executed the same.

/s/ Emanuel B. Halper

STATE OF NEW YORK)
ss.
COUNTY OF SUFFOLK)

On this 22nd day of December, 1961, before me personally came JANIS KIERNAN, to me known and known to me to be the individual described in and who executed the foregoing Certificate and she duly acknowledged to me that she executed the same.

/s/ Emanuel B. Halper

STATE OF NEW YORK)
ss.
COUNTY OF SUFFOLK)

SHERMAN A. RINKEL and JANIS KIERNAN, being duly sworn, depose and say and each for himself deposes and says.

That Sherman A. Rinkel is the President of General Microwave Corporation and that Janis Kiernan is the Secretary of said corporation; that they have been authorized to execute and file the foregoing certificate by unanimous vote, cast in person or by proxy, of the holders of record of more than two-thirds of the outstanding shares entitled to vote at the stockholders' meeting at which such votes were cast with relation to the proceedings provided for in the foregoing certificate; that neither the certificate of incorporation nor any other certificate filed pursuant to law requires a larger proportion of the votes; that such votes were cast at a stockholders' meeting held upon notice pursuant to Section 45 of the Stock Corporation Law; and that such meeting was held on December 21, 1961.

/s/ Sherman A. Rinkel

Sherman A. Rinkel

/s/ Janis Kiernan

Janis Kiernan

Sworn to and subscribed to

Before me this 22nd day of

December, 1961.

/s/ Emanuel B. Halper

CERTIFICATE OF CHANGE

OF

GENERAL MICROWAVE CORPORATION

Under Section 805-A of the
Business Corporation Law

Pursuant to the provisions of Section 805-A of the Business Corporation Law, the undersigned hereby certify:

FIRST: That the name of the corporation is General Microwave Corporation.

SECOND: That the Certificate of Incorporation of the corporation was filed by the Department of State, Albany, New York, on the 14th day of June, 1960.

THIRD: That the changes to the Certificate of Incorporation effected by this Certificate are as follows:

(a) To change the location of its office in this State to the Town of Babylon, County of Suffolk.

(b) To change the post office address to which the Secretary of State shall mail a copy of any process against the corporation served upon him, so that such address shall hereafter be c/o Sherman Rinkel, 155 Marine Street, Farmingdale, L.I., New York 11735.

FOURTH: That the changes of the Certificate of Incorporation were authorized by the vote of a majority of directors present at a meeting of the Board at which a quorum was present.

IN WITNESS WHEREOF, were hereunto sign our names and affirm that the statements made herein are true under the penalties of perjury, this 21 day of September 1981.

GENERAL MICROWAVE CORPORATION

By: /s/ Sherman Rinkel

Sherman Rinkel, President

By: /s/ Michael Stolzar

Michael Stolzar, Secretary

CERTIFICATE OF CHANGE

OF

GENERAL MICROWAVE CORPORATION

Under Section 805-A of the
Business Corporation Law

ZISSU BERMAN HALPER BARRON & GUMBINGER

450 PARK AVENUE

NEW YORK, NEW YORK 10022

CERTIFICATE OF AMENDMENT

OF

CERTIFICATE OF INCORPORATION

OF

GENERAL MICROWAVE CORPORATION

Under Section 805 of the
Business Corporation Law

Pursuant to the provisions of Section 805 of the Business Corporation Law, the undersigned, Sherman A. Rinkel and Michael I. Stolzar, respectively the President and Secretary of General Microwave Corporation, hereby certify:

1. The name of the corporation is General Microwave Corporation.

2. The Certificate of Incorporation of the corporation was filed by the Department of State, Albany, New York on the 14th day of June, 1960.

3. Article THIRD of the Certificate of Incorporation relating to the capital stock of the corporation is hereby amended to read as follows:

The amount of the capital Stock of the corporation shall be Sixty Thousand ($60,000.) Dollars, consisting of (i) 5,000,000 shares of common stock of the par value of one cent ($.01) per share and (ii) 1,000,000 shares of preferred stock of the par value of one cent ($.01) per share.

The preferred stock shall be issued in series in such numbers and with such dividend preferences and rates, voting powers, designations, preferences and relative, participating, optional or other rights of such stock, if any, and such qualifications, limitations or restrictions thereof, if any, as shall be determined by the Board of Directors of the corporation pursuant to Section 502 of the business Corporation Law of New York.

4. The 1,700,00 authorized shares of Class A stock of one cent ($.01) par value per share existing prior to the date of filing of this Certificate of Amendment are hereby redesignated as "common stock of the par value of one cent ($.01) per share" the authorized number of the redesignated common stock of the par value of one cent ($.01) per share is hereby increased from 1,700,000 to 5,000,000, the elimination of Class B stock of one cent ($.01) per share par value (none of which are issued and outstanding) in accordance with the Certificate of Incorporation of the corporation existing prior to the date of filing of this Certificate of Amendment is hereby confirmed, and the issuance of 1,000,000 shares of a newly created class of preferred stock of the par value of one cent ($.01) per share is hereby authorized.

5. The Certificate of Incorporation of the corporation is hereby amended by adding to its Article "Eleventh" which reads as follows:

ELEVENTH:

(a) Except as expressly provided below, any direct or indirect purchase or other acquisition by the Corporation or any subsidiary of the Corporation of any Equity Security (as defined below) of the Corporation from any Interested Securityholder (as defined below) who has beneficially owned the Equity Security for less than three (3) years before the date of the purchase or any agreement with respect to the purchase shall require authorization or approval by the affirmative vote of the holders of at least a majority of the voting power of the then outstanding shares of Voting Stock of the Corporation (as defined below), excluding Voting Stock of the Corporation beneficially owned by the Interested Securityholder, voting

together as a single class. This affirmative vote shall be required notwithstanding the fact that no vote may be required, or that a lesser proportion may be specified, by law or any agreement with any national securities exchange, or otherwise.

(b) Paragraph (a) of this Article ELEVENTH shall not apply to any purchase or other acquisition of securities made as part of a tender or exchange offer by the Corporation to purchase securities of the same class made on the same terms to all holders of securities of the same class and complying with the applicable requirements of the Securities Exchange Act f 1934 and the rules and regulations thereunder (or any subsequent provisions replacing such act, rules or regulations).

(c) For the purposes of this Article ELEVENTH:

(i) A "person" shall mean any individual, firm, corporation or other entity.

(ii) "Equity Security" shall mean any stock or similar security; or any security convertible, with or without consideration, into such a security, or carrying any warrant or right to subscribe to or purchase such a security, or any such warrant or right, or any other security which the Securities and Exchange Commission (or any successor agency or commission) shall deem to be of a similar nature and consider necessary or appropriate, by such rules and regulations as it may prescribe in the public interest or for the protection of investors, to treat as an equity security.

(iii) "Voting Stock" of the Corporation shall mean any share of capital stock of the Corporation entitled to vote generally in the election of directors of the Corporation.

(iv) "Interested Securityholder" shall mean any person (other than the Corporation or any corporation of which a majority of any class of Equity Security is owned, directly or indirectly, by the Corporation) who or which:

(x) is the beneficial owner, directly or indirectly, of more than 5% of the class of securities to be acquired; or

(y) is an Affiliate (as defined below) of the Corporation and at any time within the three year period immediately before the date in question was the beneficial owner, directly or indirectly, of more than 5% of the class of securities to be acquired; or

(z) is an assignee or has otherwise succeeded to any shares of the class of securities to be acquired which were at any time within the three year period immediately before the date in question beneficially owned by an Interested Securityholder, if such assignment or succession shall have occurred in the course of a transaction or transactions not involving a public offering within the meaning of the Securities Act of 1933.

(v) A person shall be a "beneficial owner" of any security of any class of the Corporation:

(x) which the person or any of its Affiliates or Associates (as defined below) beneficially owns, directly or indirectly; or

(y) which the person or any of its Affiliates or Associates has (1) the right to acquire (whether the right is exercisable immediately or only after the passage of time), pursuant to any agreement, arrangement or understanding or upon the exercise of conversion rights, exception rights, warrants or options, or otherwise, or (2) any right to vote pursuant to any agreement, arrangement or understanding; or

(z) which are beneficially owned, directly or indirectly, by any other person with which the person or any of its Affiliates or Associates has any agreement,

arrangement or understanding for the purpose of acquiring, holding, voting or disposing of any security of any class of the Corporation.

(vi) For the purposes of determining whether a person is an Interested Securityholder pursuant to this Article ELEVENTH, the relevant class of securities outstanding shall be deemed to comprise all the securities deemed owned through application of the definition of "beneficial owner" contained in this Article ELEVENTH, but shall not include other securities of the same class which may be issuable pursuant to any agreement, arrangement or understanding, or upon exercise of conversion rights, warrants or options, or otherwise.

(vii) An "Affiliate" of a person is a person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the persons specified.

(viii) An "Association" of a person is (x) any corporation or organization (other than the Corporation or a majority-owned subsidiary of the Corporation (of which such person is an officer or a partner or is, directly or indirectly, the beneficial owner of 10% or more of any class of Equity Securities, (y) any trust or other estate in which such person has a substantial beneficial interest or as to which such person serves as trustee or in a similar fiduciary capacity, and (2) any relative or spouse of such person, or any relative of such spouse, who has the same home as such person or who is a director or officer of the Corporation or any of its parents or subsidiaries.

6. The amendments of the Certificate of Incorporation were authorized by a vote of the Board of Directors followed by a vote of the holders of a majority of all outstanding shares of Common Stock (formally known as Class A stock, the only outstanding class of stock of the Corporation) entitled to vote on an amendment to the Certificate of Incorporation at a meeting of shareholders.

IN WITNESS WHEREOF, we hereunto sign our names and affirm that the statements made herein are true under the penalties of perjury, this 25th day of June, 1985.

GENERAL MICROWAVE CORPORATION

By: /s/ Sherman Rinkel

Sherman A. Rinkel, President

By: /s/ Michael Stolzar

Michael I. Stolzar, Secretary

CERTIFICATE OF AMENDMENT

OF

CERTIFICATE OF INCORPORATION

OF

GENERAL MICROWAVE CORPORATION

Filer: ZISSU BERMAN HALPER BARRON & GUMBINGER
450 Park Avenue
New York, New York 10022

CERTIFICATE OF AMENDMENT

OF

CERTIFICATE OF INCORPORATION

OF

GENERAL MICROWAVE CORPORATION

Under Section 805-A of the
Business Corporation Law

Pursuant to the provisions of Section 805-A of the Business Corporation Law, the undersigned hereby certify:

FIRST: That the name of the corporation is General Microwave Corporation.

SECOND: That the Certificate of Incorporation of the corporation was filed by the Department of State, Albany, New York on the 14th day of June, 1960.

THIRD: That the change to the Certificate of Incorporation effected by this Certificate is as follows:

To change the post office address to which the Secretary of State shall mail a copy of any process against the corporation served upon him, so that such address shall hereafter be c/o Sherman A. Rinkel, 5500 New Horizons Boulevard, Amityville, New York 11701.

FOURTH: That the change of the Certificate of Incorporation was authorized by the vote of a majority of directors present at a meeting of the Board at which a quorum was present.

IN WITNESS WHEREOF, we hereunto sign our names and affirm that the statements made herein are true under the penalties of perjury, this 24th day of June, 1986.

GENERAL MICROWAVE CORPORATION

By: /s/ Sherman Rinkel

Sherman A. Rinkel, President

By: /s/ Michael Stolzar

Michael I. Stolzar, Secretary

CERTIFICATE OF CHANGE

OF

CERTIFICATE OF INCORPORATION

OF

GENERAL MICROWAVE CORPORATION

ZISSU BERMAN HALPER BARRON & GUMBINGER
450 PARK AVENUE
NEW YORK, NEW YORK 10022

CERTIFICATE OF AMENDMENT

OF

CERTIFICATE OF INCORPORATION

OF

GENERAL MICROWAVE CORPORATION

Under Section 805 of the
Business Corporation Law

Pursuant to the provisions of Section 805 of the Business Corporation Law, the undersigned, Sherman A. Rinkel and Michael I. Stolzar, respectively the President and Secretary of General Microwave Corporation, hereby certify:

1. The name of the corporation is General Microwave Corporation.

2. The Certificate of Incorporation of the corporation was filed by the Department of State, Albany, New York on the 14th day of June, 1960.

3. The Certificate of Incorporation of the corporation is hereby amended by adding to it Article TWELFTH which reads as follows:

TWELFTH: No director of the Corporation shall be personally liable to the Corporation or any shareholder of the Corporation for damages for any breach of duty as a director, except to the extent such exemption or limitation is not permitted by applicable law. Neither the amendment nor repeal of this Article TWELFTH, or the adoption of any provision of this Certificate of Incorporation inconsistent with this Article TWELFTH, shall eliminate or reduce the effect of this Article TWELFTH with respect to any matter occurring, or any cause of action, suit or claim that, but for this Article TWELFTH would accrue or arise, prior to such amendment, repeal or adoption of an inconsistent provision. If the New York Business Corporation Law is amended after approval by the shareholders of the Corporation of this Article TWELFTH 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 New York Business Corporation Law, as so amended, from time to time. For the purposes of this Article TWELFTH, "shareholder" means "shareholder" or "stockholder."

4. The amendment of the Certificate of Incorporation was authorized by a vote of the Board of Directors followed by a vote of the holders of a majority of the outstanding shares of Common Stock entitled to vote on an amendment to the Certificate of Incorporation at a meeting of the shareholders.

IN WITNESS WHEREOF, we hereunto sign our names and affirm that the statements made herein are true under the penalties of perjury this 28th day of June, 1988.

GENERAL MICROWAVE CORPORATION

By: /s/ Sherman Rinkel

Sherman A. Rinkel, President

By: /s/ Michael Stolzar

Michael I. Stolzar, Secretary

CERTIFICATE OF AMENDMENT

OF

CERTIFICATE OF INCORPORATION

OF

GENERAL MICROWAVE CORPORATION

(UNDER SECTION 805 OF THE BUSINESS CORPORATION LAW)

Filed by:

ZISSU BERMAN HALPER BARRON & GUMBINGER
950 THIRD AVENUE
NEW YORK, N.Y. 10022

CERTIFICATE OF MERGER

OF

GMC ACQUISITION CORPORATION

INTO

GENERAL MICROWAVE CORPORATION

UNDER SECTION 904 OF THE
BUSINESS CORPORATION LAW

BLAU KRAMER WACTLAR & LIEBERMAN, P.C.
100 JERICHO QUADRANGLE
JERICHO, NY 11753

CERTIFICATE OF MERGER

OF

GMC ACQUISITION CORPORATION

INTO

GENERAL MICROWAVE CORPORATION

UNDER SECTION 904 OF THE BUSINESS CORPORATION LAW

****

We, the undersigned, Myron Levy and David H. Lieberman, being respectively the Vice President and Secretary of GMC Acquisition Corporation, and Mitchell Tuckman and Howard Cohen being respectively the President and the Assistant Secretary of General Microwave Corporation hereby certify:

1. (a) The name of each constituent corporation is as follows:

GMC Acquisition Corporation
General Microwave Corporation

(b) The name of the surviving corporation is General Microwave Corporation and following the merger its name shall be General Microwave Corporation.

2. As each constituent corporation, the designation and number of outstanding shares of each class and series and the voting rights thereof as follows:

Name of Corporation	Designation and number of shares in each class or series outstanding	Class or series of shares entitled to vote	Shares entitled to vote as a class or series
GMC Acquisition Corporation	200 shares of Common Stock, no par value	Common Stock	200
General Microwave Corporation	1,214,275 shares of Common Stock, $.01 par value	Common Stock	1,214,275

3. Pursuant to this Certificate of Merger, the following amendments are being made to the certificate of incorporation of the surviving corporation:

(a) The purpose clause (Article SECOND) is being amended to provide:

"*SECOND*. The purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized under the Business Corporation Law provided that the corporation is not formed to engage in any act or activity which requires the consent or approval of any state official, department, board, agency or other body.

The corporation, in addition to and in furtherance of the corporate purposes above set forth, shall have the powers enumerated in Section 202 of the Business Corporation Law or any statutes of the State of New York."

(b) The clause providing for the authorized capital stock of the corporation (Article THIRD) is being amended to provide:

"*THIRD*. The total number of shares of stock which the Corporation shall have authority to issue is TWO HUNDRED (200) shares, without par value."

(c) The clause providing for the location of the office of the corporation and delivery of a copy of process served against the corporation (Article FOURTH) is being amended to provide:

"*FOURTH*. The office of the Corporation is to be located in the County of Suffolk, State of New York. The post office address to which the Secretary of State shall mail a copy of any process against the Corporation served upon him is: c/o Blau, Kramer, Wactlar & Liebeman, P.C., 100 Jerico Quadrangle, Jerico, New York 11753.

(d) The clause governing transactions with interested stockholders (Article ELEVENTH) is hereby deleted in its entirety.

(e) The clause providing for indemnification of directors (Article TWELFTH) is being amended to renumber it as ARTICLE ELEVENTH and to further provide:

"*ELEVENTH*. 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 he or his testator or intestate was, a director, officer, employee or agent of the Corporation, or served at the request of the Corporation as a director, officer, employee, trustee or agent of another corporation, partnership, joint, venture, trust or other enterprise, shall be indemnified against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with any such threatened, pending or completed action, suit or proceeding to the full extent authorized under Section 722 of the Business Corporation Law of the State of New York. The foregoing right of indemnification shall in no way be exclusive of any other rights of indemnification to which such director, or officer, employee or agent may be entitled under any By-Law, agreement, vote of shareholders or disinterested directors, or otherwise."

(f) A new Article TWELFTH is hereby added to provide for the authority of the Board of Directors to amend the By-Laws.

"*TWELFTH*. The Board of Directors of the Corporation shall expressly have the power and authorization to make, alter and repeal the By-Laws of the corporation, subject to the reserved power of the shareholders to make, alter and repeal any By-Laws adopted by the Board of Directors. Unless and except to the extent required by the By-Laws of the Corporation, elections of directors need not be by written ballot."

(g) A new Article THIRTEENTH is hereby added limiting the liability of directors to the corporation:

"*THIRTEENTH*. Any and all directors of the Corporation shall not be liable to the Corporation or any shareholder thereof for monetary damages for breach of fiduciary duty as director except as otherwise required by law. No amendment to or repeal of this Article THIRTEENTH shall apply to or have any effect on the liability or alleged liability of any director of the Corporation for or with respect to any act or omission of such director occurring prior to such amendment or repeal."

(h) A new Article FOURTEENTH is hereby added providing for amendments to the certificate of incorporation:

"*FOURTEENTH*. From time to time any of the provisions of this Certificate of Incorporation may be amended, altered or repealed, and other provisions authorized by the laws of the State of New York at the time in force may be added or inserted in the manner and at the time prescribed by said laws, and all rights at any time conferred upon the shareholders of the Corporation by the Certificate of Incorporation are granted subject to the provisions of this Article FOURTEENTH."

4. The date when the certificate of incorporation of each constituent corporation was filed by the Department of State is as follows:

NAME OF CORPORATION	DATE OF INCORPORATION
GMC Acquisition Corporation	August 19, 1998
General Microwave Corporation	June 14, 1960

5. The merger was adopted by each New York constituent corporation in the following manner:

(a) As to GMC Acquisition Corporation, by the written consent of the shareholders given in accordance with Section 615 of the Business Corporation Law, written notice having been duly given to nonconsenting shareholders as and to the extent required by such Section.

(b) As to General Microwave Corporation, by the affirmative vote of the holders of at least two-thirds of the issued and outstanding shares entitled to vote thereon.

6. The merger shall be effective on the 6th day of January, 1999.

IN WITNESS WHEREOF, we have signed this certificate on the 5th day of January, 1999, and we affirm the statements contained therein as true under penalties of perjury.

GMC Acquisition Corporation

By: /s/ Myron Levy

Myron Levy, Vice-President

By: /s/ David Lieberman

David H. Lieberman, Secretary

GENERAL MICROWAVE CORPORATION

By: /s/ Mitchell Tuckman

Mitchell Tuckman, President

By: /s/ Howard Cohen

Howard Cohen, Assistant Secretary

QuickLinks

Exhibit 3.31

CERTIFICATE OF INCORPORATION

OF

GENERAL MICROWAVE ISRAEL CORPORATION

I, THE UNDERSIGNED, in order to form a corporation for the purposes hereinafter stated under and pursuant to the provisions of the General Corporation Law of the State of Delaware, do hereby certify as follows:

FIRST: The name of the corporation is

GENERAL MICROWAVE ISRAEL CORPORATION

SECOND: Its registered office is to be located at 306 South State Street, in the City of Dover, in the County of Kent, in the State of Delaware. The name of its registered agent at that address is the United States Corporation 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 Delaware.

FOURTH: The total number of shares of stock which the corporation is authorized to issue is one thousand (1,000) shares, all of which are without par value.

FIFTH: The name and address of the single incorporator are

Paul S. Allersmeyer 70 Pine Street, New York, N.Y. 10270

SIXTH: The By-Laws of the corporation may be made, altered, amended, changed, added to or repealed by the Board of Directors without the assent or vote of the stockholders. Elections of directors need not be by ballot unless the By-Laws so provide.

SEVENTH: The corporation shall, to the full extent permitted by Section 145 of the Delaware General Corporation Law, as amended from time to time, indemnify all persons whom it may indemnify pursuant thereto.

EIGHTH: The corporation reserves the right to amend, alter, change or repeal any provision contained in this certificate in the manner now or hereafter prescribed by law, and all rights and powers conferred herein on stockholders, directors and officers are subject to this reserved power.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the 31st day of May, 1984.

/s/ Paul S. Allersmeyer (L.S.)

Paul S. Allersmeyer

In the presence of:

/s/

CERTIFICATE OF INCORPORATION

OF

GENERAL MICROWAVE PATENT CORPORATION

I, THE UNDERSIGNED, in order to form a corporation for the purposes hereinafter stated, under and pursuant to the provisions of the General Corporation Law of the State of Delaware, do hereby certify as follows:

FIRST: The name of the corporation is

GENERAL MICROWAVE PATENT CORPORATION

SECOND: The registered office of the corporation is to be located at 103 Springer Building, 3411 Silverside Road, in the City Wilmington, in the County of New Castle, in the State of Delaware. The name of its registered agent at that address is Organization Services Inc.

THIRD: The purpose of the corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of Delaware.

Without limiting in any manner the scope and generality of the foregoing, it is hereby provided that the corporation shall have the following purposes, objects and powers:

To purchase, manufacture, produce, assemble, receive, lease or in any manner acquire, hold, own, use, operate, install, maintain, service, repair, process, alter, improve, import, export, sell, lease, assign, transfer and generally to trade and deal in and with raw materials, natural or manufactured articles or products, machinery, equipment, devices, systems, parts, supplies, apparatus, goods, wares, merchandise and personal property of every kind, nature or description, tangible or intangible, used or capable of being used for any purpose whatsoever; and to engage and participate in any mercantile, manufacturing or trading business of any kind or character.

To improve, develop, sell, assign, transfer, lease, mortgage, pledge or otherwise dispose of or turn to account or deal with all or any part of the property of the corporation and from time to time to vary any investment or employment of capital of the corporation.

To borrow money, and to make and issue notes, bonds, debentures, obligations and evidences of indebtedness of all kinds, whether secured by mortgage, pledge or otherwise, without limit as to amount, and to secure the same by mortgage, pledge or otherwise; and generally to make and perform agreements and contracts of every kind and description, including contracts of guaranty and suretyship.

To lend money for its corporate purposes, invest and reinvest its funds, and take, hold and deal with real and personal property as security for the payment of funds so loaned or invested.

To the same extent as natural persons might or could do, to purchase or otherwise acquire, and to hold, own, maintain, work, develop, sell, lease, exchange, hire, convey, mortgage or otherwise dispose of and deal in lands and leaseholds, and any interest, estate and rights in real property, and any personal or mixed property, and any franchises, rights, licenses or privileges necessary, convenient or appropriate for any of the purposes herein expressed.

To apply for, obtain, register, purchase, lease or otherwise to acquire and to hold, own, use, develop, operate and introduce and to sell, assign, grant licenses or territorial rights in respect to, or otherwise to turn to account or dispose of, any copyrights, trade marks, trade names, brands, labels, patent rights, letters patent of the United States or of any other country or government, inventions, improvements and processes, whether used in connection with or secured under letters patent or otherwise.

To participate with others in any corporation, partnership, limited partnership, joint venture, or other association of any kind, or in any transaction, undertaking or arrangement which the participating corporation would have power to conduct by itself, whether or not such participation involves sharing or delegation of control with or to others; and to be an incorporator, promoter or manager of other corporations of any type or kind.

To pay pensions and establish and carry out pension, profit sharing,, stock option, stock purchase, stock bonus, retirement, benefit, incentive and commission plans, trusts and provisions for any or all of its directors, officers and employees, and for any or all of the directors, officers and employees of its subsidiaries; and to provide insurance for its benefit on the life of any of its directors, officers or employees, or on the life of any stockholder for the purpose of acquiring at his death shares of its stock owned by such stockholders.

To acquire by purchase, subscription or otherwise, and to hold for investment or otherwise and to use, sell, assign, transfer, mortgage, pledge or otherwise deal with or dispose of stocks, bonds or any other obligations or securities of any corporation or corporations; to merge or consolidate with any corporation in such manner as may be permitted by law; to aid in any manner any corporation whose stocks, bonds or other obligations are held or in any manner guaranteed by this corporation, or in which this corporation is in any way interested; and to do any other acts or things for the preservation, protection, improvement or enhancement of the value of any such stock, bonds or other obligations; and while owner of any such stock, bonds or other obligations to exercise all the rights, powers and privileges of ownership thereof, and to exercise any and all voting powers thereon; and to guarantee the payment of dividends upon any stock, the principal or interest or both, of any bonds or other obligations, and the performance of any contracts.

To do all and everything necessary, suitable and proper for the accomplishment of any of the purposes or the attainment of any of the objects or the furtherance of any of the powers hereinbefore set forth, either alone or in association with other corporations, firms or individuals, and to do every other act or acts, thing or things incidental or appurtenant to or growing out of or connected with the aforesaid business or powers or any part or parts thereof, provided the same be not inconsistent with the laws under which this corporation is organized.

The business or purpose of the corporation is from time to time to do any one or more of the acts and things hereinabove set forth, and it shall have power to conduct and carry on its said business, or any part thereof, and to have one or more offices, and to exercise any or all of its corporate powers and rights, in the State of Delaware, and in the various other states, territories, colonies and dependencies of the United States, in the District of Columbia, and in all or any foreign countries.

The enumeration herein of the objects and purposes of the corporation shall be construed as powers as well as objects and purposes and shall not be deemed to exclude by inference any powers, objects or purposes which the corporation is empowered to exercise, whether expressly by force of the laws of the State of Delaware now or hereafter in effect, or impliedly by the reasonable construction of the said laws.

FOURTH: The total number of shares of stock which the corporation is authorized to issue is one thousand (1,000) shares, all of which are without par value.

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

NAME	ADDRESS
E. Gay DuPhilv	306 South State St., Dover, DE 19901

Sixth: The following provisions are inserted for the management of the business and for the conduct of the affairs of the corporation, and for further definition, limitation and regulation of the powers of the corporation and of its directors and stockholders:

(1) The number of directors of the corporation shall be such as from time to time shall be fixed by, or in the manner provided in the by-laws. Election of directors need not be by ballot unless the by-laws so provide.

(2) The Board of Directors shall have power without the assent or vote of the stockholders to make alter, amend, change, add to or repeal the By-Laws of the corporation; to fix and vary the amount to be reserved for any proper purpose; to authorize and cause to be executed mortgages and liens upon all or any part of the property of the corporation; to determine the use and disposition of any surplus or net profits; and to fix the times for the declaration and payment of dividends.

(3) The directors in their discretion may submit any contract or act for approval or ratification at any annual meeting of the stockholders or at any meeting of the stockholders called for the purpose of considering any such act or contract, and any contract or act that shall be approved or be ratified by the vote of the holders of a majority of the stock of the corporation which is represented in person or by proxy at such meeting and entitled to vote thereat (provided that a lawful quorum of stockholders be there represented in person or by proxy) shall be as valid and as binding upon the corporation and upon all the stockholders as though it had been approved or ratified by every stockholder of the corporation, whether or not the contract or act would otherwise be open to legal attack because of directors' interest, or for any other reason.

(4) In addition to the powers and authorities herein—before or by statute expressly conferred upon them, 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; subject, nevertheless, to the provisions of the statutes of Delaware, of this certificate, and to any by-laws from time to time made by the stockholders; provided, however, that no by-laws so made shall invalidate any prior act of the directors which would have been valid if such by-law had not been made.

SEVENTH: The corporation shall, to the full extent permitted by Section 145 of the Delaware General Corporation Law, as amended from time to time, indemnify all persons whom it may indemnify pursuant thereto.

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 B 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 2 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 re-organization 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: 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 law, and all rights and powers conferred herein on stockholders, directors and officers are subject to this reserved power.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the 1st day of December, 1983.

/s/ E. Gay DuPhily

E. Gay DuPhily

CERTIFICATE OF AMENDMENT

OF

CERTIFICATE OF INCORPORATION

OF

GENERAL MICROWAVE PATENT CORPORATION

General Microwave Patent Corporation, a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, does hereby certify:

FIRST: That by a Unanimous Consent in Lieu of Meeting of Directors and Shareholders of General Microwave Patent Corporation, a resolution was duly adopted setting forth an amendment of the Certificate of Incorporation of said Corporation. The resolution is as follows:

RESOLVED, that Article First of the Certificate of Incorporation is hereby amended to read as follows:

"The name of the Corporation is Micro-El Patent Corporation."

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

THIRD: That the capital of said Corporation shall not be reduced under or by reason of said Amendment.

IN WITNESS WHEREOF, said General Microwave Patent Corporation has caused its corporate seal to be hereunto affixed and this certificate to be signed by Sherman A. Rinkel, *its* President, and Moe Wind, its Assistant Secretary, this 25th day of January, 1984.

General Microwave Patent Corporation

/s/ Sherman A. Rinkel

Sherman A. Rinkel, President

/s/ Moel Wind

Moel Wind, Assistant Secretary

STATE OF DELAWARE
CERTIFICATE OF CHANGE
OF REGISTERED AGENT AND/OR
REGISTERED OFFICE

The Board of Directors of Micro-El Patent Corporation, a Corporation of Delaware, on this 9th day of January, A.D., 2001, do hereby resolve and order that the location of the Registered Agent of this Corporation within the State be, and the same hereby is 103 Foulk Road, Suite 200, in the city of Wilmington, County of New Castle, DE 19803

The name of the Registered Agent therein and in charge thereof upon whom process against this Corporation may be served, is Entity Services Group, LLC (#9272016).

Micro-El Patent Corporation, 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 tan authorized officer, the 12th day of January, 2001.

By: /s/ Karen Severino

Name: Karen T. Severino
Title: Secretary

State of Delaware
Secretary of State
Division of Corporations

CERTIFICATE OF OWNERSHIP AND MERGER
****
MICRO-EL PATENT CORPORATION
A Delaware Corporation
MERGES INTO
GENERAL MICROWAVE CORPORATION
A New York Corporation
Pursuant to Section 253 of the General Corporation Law
****

General Microwave Corporation, a New York corporation (or "Parent"), does hereby certify that:

FIRST: Micro-El Patent Corporation, a Delaware corporation, was incorporated on December 2, 1983, in accordance with Delaware General Corporation Law Title 8 § § 102 *et seq.*, (the "Delaware General Corporation Law"), which permits the merger of a Delaware corporation with and into a New York corporation.

SECOND: Micro-El Patent Corporation is authorized to issue One Thousand (1,000) shares of common stock having no par value ($.00) per share (the "Micro-E1 Stock"). Parent is holder of record of 100% of the issued and outstanding shares of the Micro-El Stock.

THIRD: Parent was incorporated on June 14, 1960, in accordance with the New York Business Corporation Law, which permits the merger of a corporation formed pursuant to the laws of any other state with and into a New York corporation.

FOURTH: In accordance with § 253 of the Delaware General Corporation Law, the Board of Directors of Parent, on its own behalf and as sole stockholder of Micro-El Patent Corporation, has directed that Micro-El Patent Corporation be merged with and into Parent, and in furtherance of the merger, the Board of Directors of Parent duly adopted following resolutions of merger by Unanimous Written Consent duly executed and delivered by all Directors on March 21, 2011:

WHEREAS: the Board of Directors acknowledges that the Company owns One Hundred Percent (100%) of the issued and outstanding capital stock of Micro-El Patent Corporation, a Delaware corporation.

NOW THEREFORE, BE IT RESOLVED; that the Board of Directors of the Company deems that it would be advisable to merge the Company's wholly-owned subsidiary, Micro-El Patent Corporation, a Delaware corporation, with and into this Company, with this Company serving as the surviving corporation to the merger, and assume all of the assets, obligations, rights and liabilities of Micro-El Patent Corporation (the "Merger").

RESOLVED FURTHER that the Merger is hereby approved by the Board of Directors of the Company in its own capacity and in the capacity as sole stockholder of Micro-El Patent Corporation.

RESOLVED FURTHER: that the Plan of Merger and Complete Liquidation attached to these resolutions as *Exhibit A* is hereby approved and adopted in all respects.

RESOLVED FURTHER: that the Certificate of Merger attached to these resolutions as *Exhibit B* is hereby approved for filing with the New York Department of State, Division of Corporations and adopted in all respects.

RESOLVED FURTHER: that the Certificate of Ownership and Merger attached to these resolutions as *Exhibit C* is hereby approved for filing with the Delaware Department of State, Division of Corporations and is adopted in all respects,

RESOLVED FURTHER: that the merger described in the Plan of Merger and Complete Liquidation shall be structured so as to qualify as a tax free liquidation of Micro-El Patent Corporation pursuant to Sections 322 and 337 of the Internal Revenue Code, as amended from time to time, and the regulations promulgated hereunder, and the assumption of all of the assets, obligations, rights and liabilities of Micro-El Patent Corporation by the Company shall be deemed to be made in exchange for the complete cancellation of all of the capital stock of Micro-El Patent Corporation.

RESOLVED FURTHER; that the proper officers of the Company be, and each of them hereby is, authorized and directed to execute and deliver the Plan of Merger and Complete Liquidation, the New York Certificate of Merger and the Delaware Certificate of Ownership and Merger and cause the same to be filed with the Department of State in each of New York and Delaware, as appropriate or necessary and to do all acts and things, whatsoever, whether within or without the States of New York and Delaware that may be in any way necessary or appropriate to effectuate the Merger contemplated in these resolutions and to comply with the terms and conditions of the Plan of Merger arid Complete Liquidation.

FIFTH: Micro-El Patent Corporation and Parent have adopted and approved (end adopted resolutions approving) a Plan of Merger and Complete Liquidation that delineates the terms and conditions of the merger.

SIXTH; Both Micro-El Patent Corporation arid Parent, in accordance with the Delaware General Corporation Law, have caused the Plan of Merger and Complete Liquidation to be approved, adopted, certified, executed and acknowledged.

SEVENTH: Parent shell be the surviving corporation to the merger, and Parent shall continue its business without change as the survivor upon and after the effective date of the merger. The name of the surviving corporation shall remain "General Microwave Corporation."

EIGHTH; The Certificate of Incorporation and Bylaws of Parent shall remain the Certificate of Incorporation and Bylaws of the surviving corporation contemplated In the Plan of Merger and Complete Liquidation without change or amendment.

NINTH: The executed original of such Plan of merger and Complete Liquidation shall be maintained at the offices of Parent located at 227 A. Michael Drives Syosset, New York, 11791, and a copy of the Plan of Merger and Complete Liquidation shall be furnished upon request and without cost to any current or future stockholder of any constituent party.

TENTH: Parent, as surviving corporation, may be served with process in the State of Delaware in any proceeding for enforcement of any obligation of Micro-El Patent Corporation, as well as for enforcement of any obligation of the surviving corporation arising from the merger with Micro-El Patent Corporation, including any suit or other proceeding to enforce the right of any stockholders as determined in appraisal proceedings pursuant to § 262 of the Delaware General Corporation Law, and Parent hereby irrevocably appoints the Secretary of State of the Stale of Delaware as its agent to accept service of process in any such suit or other proceedings. The address to which a copy of any such process may be mailed by the Secretary of State is 227A Michael Drive, Syosset, New York 11791.

ELEVENTH: The effective legal date of the merger contemplated by this certificate and related documents shall be 11:59 pm on March 27.2011.

IN WITNESS WHEREOF, Parent has caused this certificate to be signed, affirmed, acknowledged and attested to by its duly authorized officer this 21st day of March, 2011, and such certificate is the act and deed of Parent and the facts stated herein are true.

GENERAL MICROWAVE CORPORATION
A New York Corporation

/s/

Name:
Title: Secretary & Treasurer

QuickLinks

Exhibit 3.42

ARTICLES OF INCORPORATION

OF

PHOTO-SCAN SYSTEMS, INC.

I

The name of this corporation is PHOTO-SCAN SYSTEMS, INC.

II

The purpose of this 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

The name and address in the State of California of this corporation's initial agent for service of process is: ROBERT SIMON, 10246 Falun Drive, Sun Valley, California 91352.

IV

This 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 One Million (1,000,000).

DATED: February 24, 1981

/s/ Robert Simon

ROBERT SIMON, Incorporator

/s/ Norma Simon

NORMA SIMON, Incorporator

We hereby declare that we are the persons who executed the foregoing Articles of Incorporation, which execution is our act and deed.

/s/ Robert Simon

ROBERT SIMON

/s/ Norma Simon

NORMA SIMON

Photo-Scan International

April 1, 1981

Honorable Secretary of State
Sacramento, California

Dear Sir:

This letter will serve to advise you that we are the rightful owners of the tradename Photo-Scan, and we hereby authorize Mr. Robert Simon and Mrs. Norma Simon to incorporate a California corporation using the name "Photo-Scan Systems".

Yours very truly,
Photo-Scan International

/s/ R.C. Hibbard

By R. C. Hibbard
President

RCH: ja

CERTIFICATE OF AMENDMENT

OF

ARTICLES OF INCORPORATION

ROBERT SIMON and NORMA SIMON certify that:

1. They constitute a majority of the directors of PHOTO-SCAN SYSTEMS, INC., a California corporation.

2. They hereby adopt the following amendment of the articles of incorporation of this corporation:

Article I is amended to read as follows:

"The name of this corporation is PHOTO SCAN SYSTEMS, INC."

3. No shares have been issued.

DATED: May 5, 1981

/s/ Robert Simon, Director

ROBERT SIMON, Director

/s/ Norma Simon, Director

NORMA SIMON, Director

The undersigned declare under penalty of perjury that the matters set forth in the foregoing certificate are true of their own knowledge. Executed at Sun Valley California on May 5, 1981.

/s/ Robert Simon

ROBERT SIMON

/s/ Norma Simon

NORMA SIMON

CERTIFICATE OF AMENDMENT

OF

ARTICLES OF INCORPORATION OF PHOTO SCAN SYSTEMS, INC.

The undersigned certifies that:

1. He is the president and the secretary, respectively, of Photo Scan Systems, Inc., a California corporation.

2. Article One of the Articles of Incorporation of this Corporation is amended to read as follows:

   The name of this Corporation is Henry Bros. Electronics, Inc.

3. The foregoing amendment of Articles of Incorporation has been duly approved by the board of directors.~

4. The foregoing amendment of Articles of Incorporation has been duly approved by the unanimous written consent of the sole shareholder of the Corporation, in lieu of a meeting in accordance with Section 902, California Corporations Code. There are 80,000 shares authorized and outstanding.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Date: October 7, 2002

/s/ Irvin Witcosky

Irvin Witcosky, President, Chief Operating Officer and Secretary

QuickLinks

Exhibit 3.43

BY-LAWS OF

PHOTO-SCAN SYSTEMS, INC.
(A California Corporation)

ARTICLE I
SHAREHOLDERS' MEETINGS

Section 1. ANNUAL MEETINGS. The annual meeting of the Shareholders shall be held, unless the Board of Directors shall direct otherwise, on the 31st day of March of each year, if not a legal holiday; and if a legal holiday, then on the next succeeding business day, at the hour of 10 o'clock A.M., at which time the Shareholders shall elect by plurality vote a Board of Directors, consider reports of the affairs of the Corporation, and transact such other business as may properly be brought before the meeting.

Section 2. PLACE. Annual meetings and special meetings shall be held at such place, within or without the State of California, as the Board of Directors may, from time to time, fix. Whenever the Board of Directors shall fail to fix such place, the meetings shall be held at the principal executive office of the Corporation.

Section 3. CALL. Annual meetings may be called by the Board of Directors, by the Chairman of the Board, if any, the President, if any, the Secretary, or by any person instructed by the Board of Directors to call the meeting. Special meetings may be called in like manner or by the holders of shares entitled to cast not less than ten percent of the votes at the meeting being called.

Section 4. NOTICE. Written notice of any and all Shareholders' meetings shall be given so as to fulfill all requirements of Section 601 of the California Corporations Code, or any other or successor statutes relating to notice of Shareholders' meetings.

Section 5. CONSENT. Any action of any meeting, however called and noticed and wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice, if a quorum is present and if, either before or after the meeting, each of the Shareholders or his proxyholder signs a written waiver of notice or a consent to the holding of the meeting or an approval of the minutes thereof. All such waivers, consents and approvals shall be filed with the corporate records or made a part of the minutes of the meeting. Attendance of a person at a meeting constitutes a waiver of notice of such meeting, except when the person objects, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened and except that attendance at a meeting shall not constitute a waiver of any right to object to the consideration of matters required by the California Corporations Code to be included in the notice if such objection is expressly made at the meeting. Except as otherwise provided in subdivision (e) of Section 601 of the California Corporations Code, neither the business to be transacted at nor the purpose of any regular or special meeting need be specified in any written waiver of notice.

Section 6. CONDUCT OF MEETING. Meetings of the Shareholders shall be presided over by the senior officer present and acting according to the following order of seniority: the President, if any, the Chairman of the Board, if any, a Vice President, or, if none of the foregoing is in office, present, and acting, by a chairman to be chosen by the Shareholders. The Secretary of the Corporation, or in his absence, an Assistant Secretary, shall act as secretary of every meeting, but, if neither the Secretary nor an Assistant Secretary is present, the Chairman of the meeting shall appoint a secretary of the meeting.

Section 7. PROXY REPRESENTATION. Every Shareholder may authorize another person or persons to act as his proxyholder for any meeting or for written action. No proxy shall be valid after

the expiration of eleven months from the date of its execution unless otherwise provided in the proxy. Every proxy shall be revocable at the pleasure of the person executing it prior to the vote or written action pursuant thereto, except as otherwise provided by the California Corporations Code. As used herein, a "proxy" shall be deemed to have the same meaning as given in Section 178 of the California Corporations Code, or any successor statute. Where applicable, the form of any proxy shall comply with the provisions of Section 604 of the California Corporations Code or any successor statute.

Section 8. INSPECTORS APPOINTMENT. Inspectors of election may be appointed pursuant to the requirements of and to fill the duties listed in Section 707 of the California Corporations Code, or any successor statute.

Section 9. SUBSIDIARY CORPORATIONS. Shares of this Corporation owned by a subsidiary shall not be entitled to vote on any matter. A "subsidiary" for this purpose shall be as defined in Section 189(b) of the California Corporations Code, or any successor statute.

Section 10. QUORUM; VOTE. The holders of a majority of the voting shares, represented in person or by proxy, shall constitute a quorum at a meeting of Shareholders for the transaction of any business. The Shareholders present may continue to do business until adjournment notwithstanding the withdrawal of enough shareholders to leave less than a quorum if any action taken, other than adjournment, is approved by at least a majority of the shares required to constitute a quorum. In the absence of a quorum, any meeting of Shareholders may be adjourned from time to time by the vote of a majority of the shares represented thereat, but no other business may be transacted except as hereinbefore provided.

Except as otherwise provided by the California Corporations Code, the Articles of Incorporation or these By-Laws, any action required or permitted to be taken at a meeting at which a quorum is present shall be authorized by the affirmative vote of a majority of the shares represented at the meeting.

Section 11. WRITTEN CONSENT. Except in the election of Directors by written consent in lieu of a meeting, and except as may otherwise be provided by the California Corporations Code or the Articles of Incorporation, any action which may be taken at any annual or special meeting may be taken without a meeting and without prior notice, if a consent in writing, setting forth the action so taken, shall be signed by holders of shares 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. Directors may not be elected by written consent except by unanimous written consent of all shares entitled to vote for the election of Directors. Notice of any Shareholder approval pursuant to Section 310, 317, 1201 or 2007 of the California Corporations Code without a meeting by less than unanimous written consent shall be given at least ten (10) days before the consummation of the action authorized by such approval, and prompt notice shall be given of the taking of any other corporate action approved by Shareholders without a meeting by less than unanimous written consent to those shareholders entitled to vote who have not consented in writing.

Section 12. BALLOT. Elections of Directors at a meeting need not be by ballot unless a Shareholder demands election by ballot at the election and before the voting begins. In all other matters, voting need not be by ballot.

Section 13. SHAREHOLDERS' AGREEMENTS. Notwithstanding the above provisions, in the event this Corporation elects to become a close corporation, an agreement between two (2) or more Shareholders thereof, if in writing and signed by the parties thereof, may provide that in exercising any voting rights, the shares held by them shall be voted as provided by the agreement or as the parties may agree or as determined in accordance with a procedure agreed upon by them, and may otherwise modify these provisions as to Shareholders' meetings and actions.

ARTICLE II
BOARD OF DIRECTORS

Section 1. FUNCTIONS. The business and affairs of the Corporation shall be managed and all corporate powers shall be exercised by or under the direction of its Board of Directors. The Board of Directors may delegate the management of the day-to-day operation of the business of the Corporation to a management company or other person, provided that the business and affairs of the Corporation shall be managed arid all corporate powers shall be exercised under the ultimate direction of the Board of Directors. The Board of Directors shall have authority to fix the compensation of Directors for services in any lawful capacity.

Section 2. EXCEPTION FOR CLOSE CORPORATION. Notwithstanding the provisions of Section 1 of this Article, in the event that this Corporation shall elect to become a close corporation as defined in Section 158 of the California Corporations Code, its Shareholders may enter into a Shareholders' agreement as provided in Section 300(b) of said Code. Said agreement may provide for the exercise of corporate powers and the management of the business and affairs of this Corporation by the Shareholders. Such agreement, to the extent and so long as the discretion or powers of the Board in its management of corporate affairs is controlled by such agreement, shall impose, upon each Shareholder who is a party thereto, liability for managerial acts performed or omitted by such person pursuant thereto otherwise imposed upon Directors as provided in the California Corporations Code; the Directors shall be relieved to that extent from such liability.

Section 3. QUALIFICATIONS AND NUMBER. A Director need not be shareholder of the Corporation, a citizen of the United States, or a resident of the State of California. The authorized number of Directors constituting the Board of Directors until further changed shall be *three*. At all times, the authorized number of Directors constituting the Board shall be at least three (3), provided that whenever the Corporation shall have only two (2) Shareholders, the number of Directors may be at least two (2), and whenever the Corporation shall have only one (1) Shareholder, the number of Directors may be at least one (1). Subject to the foregoing provisions, the number of Directors may be changed from time to time by an amendment of these By-Laws adopted by the Shareholders. Any such amendment reducing the number of Directors to fewer than five (5) cannot be adopted if the votes cast against its adoption at a meeting or the shares not consenting in writing in the case of action by written consent are equal to more than sixteen and two-thirds percent ($16^2/_3\%$) of the outstanding shares entitled to vote. No decrease in the authorized number of Directors shall have the effect of shortening the term of any incumbent Director.

Section 4. ELECTION AND TERM. The initial Board of Directors shall hold office until the first annual meeting of Shareholders and until their successors have been elected arid qualified, or until their earlier resignation or removal from office. Thereafter, Directors who are elected to replace any or all of the members of the initial Board of Directors or who are elected at an annual meeting of Shareholders, and Directors who are elected in the interim to fill vacancies, shall hold office until the next annual meeting of Shareholders and until their successors have been elected and qualified, or until their earlier resignation, removal from office, or death. In the interim between annual meetings of Shareholders or of special meetings of Shareholders called for the election of Directors, any vacancies in the Board of Directors, including vacancies resulting from an increase in the authorized number of Directors which have not been filled by the Shareholders, including any other vacancies which the California Corporations Code authorizes Directors to fill, and including vacancies resulting from the removal of Directors which are not filled at the meeting of Shareholders at which any such removal has been effected, may be filled by the vote of a majority of the Directors then in office or of the sole remaining Director, although less than a quorum exists. Any Director may resign effective, unless otherwise specified, upon giving written notice to the Chairman of the Board, if any, the President, the Secretary or the Board of Directors. If the resignation is effective at a future time, a successor may be elected to the office when the resignation becomes effective.

The Shareholders may elect a Director at any time to fill any vacancy which the Directors are entitled to fill, but which they have not filled. Any such election by written consent shall require the consent of a majority of the shares.

Section 5. MEETINGS.

TIME. Meetings shall be held at such time as the Board shall fix, except that the first meeting of a newly elected Board shall be held as soon after its election as the Directors may conveniently assemble.

PLACE. Meetings may be held at any place, within or without the State of California, which has been designated in any notice of the meeting, or, if not stated in said notice, or, if there is no notice given, at the place designated by resolution of the Board of Directors.

CALL. Meetings may be called by any Director or Officer.

NOTICE AND WAIVER THEREOF. No notice shall be required for regular meetings for which the time and place have been fixed by the Board of Directors. Special meetings shall be held upon at least four (4) days' notice by mail or upon at least forty-eight (48) hours' notice delivered personally or by telephone or telegraph. Notice of a meeting need not be given to any Director who signs a waiver of notice, whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to such Director. A notice or waiver of notice need not specify the purpose of any regular or special meeting of the Board of Directors.

Section 6. CONSENT. The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum is present and if, either before or after the meeting, each of the Directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes thereof. All such waivers, consents, or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 7. SOLE DIRECTOR PROVIDED BY ARTICLES OR BY-LAWS. In the event only one Director is required by the By-Laws or Articles of Incorporation, then any reference herein to notices, waivers, consents, meetings or other actions by a majority or quorum of the Directors shall be deemed to refer to such notice, waiver, etc., by such sole Director, who shall have all the rights and duties and shall be entitled to exercise all of the powers and shall assume all the responsibilities otherwise herein described as given to a Board of Directors.

Section 8. QUORUM AND ACTION. A majority of the authorized number of Directors shall constitute a quorum except when a vacancy or vacancies prevents such majority, whereupon a majority of the Directors in office shall constitute a quorum, provided such majority shall constitute at least either one-third ($^1/_3$) of the authorized number of Directors or at least two (2) Directors, whichever is larger. Notwithstanding anything contained herein to the contrary, if the authorized number of Directors is only one (1), one (1) Director constitutes a quorum. A majority of the Directors present, whether or not a quorum is present, may adjourn any meeting to another time and place. If the meeting is adjourned for more than twenty-four (24) hours, notice of any adjournment to another time or place shall be given prior to the time of the adjourned meeting to the Directors, if any, who were not present at the time of the adjournment. Except as the Articles of Incorporation or the California Corporations Code may otherwise provide, any act or decision done or made by a majority of the Directors present at a meeting duly held at which a quorum is present shall be an act of the Board of Directors. Members of the Board of Directors may participate in a meeting through use of conference telephone or similar communications equipment, so long as all members participating in such meeting can hear one another, and participation by such use shall be deemed to constitute presence in person at any such meeting.

A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of Directors, provided that any action which may be taken is approved of by at least a majority of the required quorum for such meeting.

Section 9. CHAIRMAN OF THE MEETING. The Chairman of the Board, if any and if present and acting, shall preside at all meetings. Otherwise, the President, if any and present and acting, or otherwise any Director chosen by the Board, shall preside.

Section 10. REMOVAL OF DIRECTORS. The entire Board of Directors or any individual Director may be removed from office without cause by approval of the holders of at least a majority of the shares, provided that unless the entire Board is removed, an individual Director shall not be removed when the votes cast against such removal, or not consenting in writing to such removal, would be sufficient to elect such Director if voted cumulatively at an election of Directors at which the same total number of votes were cast, or, if such action is taken by written consent, in lieu of a meeting, all shares entitled to vote were voted, and the entire number of Directors authorized at the time of the Director's most recent election were then being elected. If any or all Directors are so removed, new Directors may be elected at the same meeting or by such written consent. The Board of Directors may declare vacant the office of any Director who has been declared of unsound mind by an order of court or convicted of a felony.

Section 11. COMMITTEES. The Board of Directors, by resolution adopted by a majority of the authorized number of Directors, may designate one or more committees, each consisting of two (2) or more Directors to serve at the pleasure of the Board of Directors. The Board of Directors may designate one (1) or more Directors as alternate members of any such committee, who may replace any absent member at any meeting of such committee. Any such committee, to the extent provided in the resolution of the Board of Directors, shall have all the authority of the Board of Directors except such authority as may not be delegated according to the provisions of the California Corporations Code.

Section 12. WRITTEN ACTION. Any action required or permitted to be taken may be taken without a meeting if all of the members of the Board of Directors shall individually or collectively consent in writing to such action. Any such written consent or consents shall be filed with the minutes of the proceedings of the Board. Such action by written consent shall have the same force and effect as a unanimous vote of such Directors.

ARTICLE III
OFFICERS

Section 1. OFFICERS. The Officers of the Corporation shall be a Chairman of the Board or a President, or both, a Secretary and a Chief Financial Officer. The Corporation may also have, at the discretion of the Board of Directors, one (1) or more Vice Presidents, one (1) or more Assistant Secretaries and such other officers as may be appointed in accordance with the provisions of Section 3 of this Article. One person may hold two or more offices.

Section 2. ELECTION. The Officers of this Corporation, except such Officers as may be appointed in accordance with the provisions of Section 3 or Section 5 of this Article, shall be chosen annually by the Board of Directors, and each shall hold his office until he shall resign or shall be removed or otherwise disqualified to serve, or his successor shall be elected and qualified.

Section 3. SUBORDINATE OFFICERS, ETC. The Board of Directors may appoint such other Officers as the business of the Corporation may require, each of whom shall hold office for such period, have such authority and perform such duties as are provided in these By-Laws or as the Board of Directors may from time to time determine.

Section 4. REMOVAL AND RESIGNATION. Any Officer may be removed, either with or without cause, by a majority of the Directors at that time in office, at any regular or special meeting of the Board, or, except in case of an Officer chosen by the Board of Directors, by any Officer upon whom such power of removal may be conferred by the Board of Directors.

Any Officer may resign at any time by giving written notice to the Board of Directors, or to the President, or to the Secretary of the Corporation. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5. VACANCIES. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in these By-Laws for regular appointments to such office.

Section 6. CHAIRMAN OF THE BOARD. The Chairman of the Board, if there shall be such an Officer, shall, if present, preside at all meetings of the Board of Directors, and exercise and perform such other powers and duties as may be from time to time assigned to him by the Board of Directors or prescribed by these By-Laws.

Section 7. PRESIDENT. Subject to such supervisory powers, if any, as may be given by the Board of Directors to the Chairman of the Board, if there be such an Officer, the President shall be the Chief Executive Officer of the Corporation and shall, subject to the control of the Board of Directors, have general supervision, direction and control of the business and Officers of the Corporation. He shall preside at all meetings of the Shareholders and in the absence of the Chairman of the Board, or if there be none, at all meetings of the Board of Directors. He shall be ex officio a member of all the standing committees, including the Executive Committee, if any, and shall have the general powers and duties of management usually vested in the office of President of a corporation, and shall have such other powers and duties as may be prescribed by the Board of Directors or these By-Laws.

Section 8. VICE PRESIDENT. In the absence or disability of the President, the Vice Presidents, in order of their rank as fixed by the Board of Directors, or if not ranked, the Vice President designated by the Board of Directors, shall perform all 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 have such other powers and perform such other duties as from time to time may be prescribed for them respectively by the Board of Directors or these By-Laws.

Section 9. SECRETARY. The Secretary shall keep, or cause to be kept, a Book of Minutes at the principal office or such other place as the Board of Directors may order, of all meetings of Directors and Shareholders, with the time and place of holding, whether regular or special, and if special, how authorized, the notice thereof given, the names of those present at Directors' meetings, the number of shares present or represented at Shareholders' meetings and the proceedings thereof.

The Secretary shall keep, or cause to be kept, at the principal office or at the office of the Corporation's transfer agent, a share register, or duplicate share register, showing the names of the Shareholders and their addresses; the number and classes of shares held by each; the number and date of certificates issued for the same; and the number and date of cancellation of every certificate surrendered for cancellation.

The Secretary shall give, or cause to be given, notice of all the meetings of the Shareholders and of the Board of Directors required by these By-Laws or by law to be given, and he shall keep the seal of the Corporation in safe custody, and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or by these By-Laws.

Section 10. CHIEF FINANCIAL OFFICER. The Chief Financial Officer shall keep and maintain, or cause to be kept and maintained in accordance with generally accepted accounting principles, adequate and correct accounts of the properties and business transactions of the Corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, earnings (or surplus) and shares. The books of account shall at all reasonable times be open to inspection by any Director.

The Chief Financial Officer shall deposit all monies and other valuables in the name and to the credit of the Corporation with such depositaries as may be designated by the Board of Directors. He shall disburse the funds of the Corporation as may be ordered by the Board of Directors, shall render to the President and Directors, whenever they request it, an account of all his transactions and of the financial condition of the Corporation, and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or these By-Laws.

ARTICLE IV
CERTIFICATES AND TRANSFERS OF SHARES

Section 1. CERTIFICATES FOR SHARES. Each certificate for shares of the Corporation shall set forth therein the name of the record holder of the shares represented thereby, the number of shares and the class or series of shares owned by said holder, the par value, if any, of the shares represented thereby, and such other statements, as applicable as prescribed by Sections 416 through 419, inclusive, and other relevant sections of the California Corporations Code and such other statements, as applicable, which may be prescribed by the Corporate Securities Law of the State of California and any other applicable provision of the law. Each such certificate issued shall be signed in the name of the Corporation by the Chairman of the Board of Directors, if any, the President, if any, or a Vice President, if any, and by the Chief Financial Officer or an Assistant Treasurer or the Secretary or an Assistant Secretary. Any or all of the signatures on a certificate for shares may be a facsimile. In case any Officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate for shares shall has ceased to be such Officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if such person were an Officer, transfer agent or registrar at the date of issue.

In the event that the Corporation shall issue the whole or any part of its shares as partly paid and subject to call for the remainder of the consideration to be paid therefor, any such certificate for shares shall set forth thereon the statements prescribed by Section 409 of the California Corporations Code.

Section 2. LOST OR DESTROYED CERTIFICATES FOR SHARES. The Corporation may issue a new certificate for snares or for any other security in the place of any other certificate theretofore issued by it, which is alleged to have been lost, stolen or destroyed. As a condition to such issuance, the Corporation may require any such owner of the allegedly lost, stolen or destroyed certificate or any such owner's legal representative to give the Corporation a bond, or other adequate security, sufficient to indemnify it against any claim that may be made against it, including any expense or liability, on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate.

Section 3. SHARE TRANSFERS. Upon compliance with any provisions of the California Corporations Code and/or the Corporate Securities Law of 1968 which may restrict the transferability of shares, transfers of shares of the Corporation shall be made only on the record of Shareholders of the Corporation by the registered holder thereof, or by his attorney thereunto authorized by power of attorney duly executed and filed with the Secretary of the Corporation or with a transfer agent or a registrar, if any, and on surrender of the certificate or certificates for such shares properly endorsed arid the payment of all taxes, if any, due thereon.

Section 4. RECORD DATE FOR SHAREHOLDERS. In order that the Corporation may determine the Shareholders entitled to notice of any meeting, to vote, to receive payment of any dividend or other distribution or allotment of any rights, or to exercise any rights in respect of any other lawful action, the Board of Directors may fix in advance a record date, which shall not be more than sixty (60) days prior to any other action.

If the Board of Directors shall not have fixed a record date as aforesaid, the record date for determining Shareholders entitled to notice of or to vote at a meeting of Shareholders shall be at the close of business on the business day next preceding the day on which notice is given or, if notice is waived, at the close of business on the business day next preceding the day on which the meeting is held; the record date for determining Shareholders entitled to give consent to corporate action in writing without a meeting, when no prior action by the Board of Directors has been taken, shall be the day on which the first written consent is given; and the record date for determining Shareholders for any other purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto, or the sixtieth (60th) day prior to the day of such other action, whichever is later.

A determination of Shareholders of record entitled to notice of or to vote at a meeting of Shareholders shall apply to any adjournment of the meeting unless the Board of Directors fixes a new record date for the adjourned meeting, but the Board of Directors shall fix a new record date if the meeting is adjourned for more than forty-five (45) days from the date set for the original meeting.

Except as may be otherwise provided by the California Corporations Code, Shareholders on the record date shall be entitled to notice and to vote or to receive any dividend, distribution or allotment of rights or to exercise the rights, as the case may be, notwithstanding any transfer of any shares on the books of the Corporation after the record date.

Section 5. REPRESENTATION OF SHARES IN OTHER CORPORATIONS. Shares of other corporations standing in the name of this Corporation may be voted or represented and all incidents thereto may be exercised on behalf of the Corporation by the Chairman of the Board, the President or any Vice President or any other person authorized by resolution of the Board -f Directors.

Section 6. CLOSE CORPORATION CERTIFICATES. All certificates representing shares of this Corporation, in the event it shall elect to become a close corporation, shall contain the legend required by Section 418(c) of the California Corporations Code.

ARTICLE V
EFFECT OF SHAREHOLDERS' AGREEMENT—CLOSE CORPORATION

Any Shareholders' Agreement authorized by Section 300(b) of the California Corporations Code shall only be effective to modify the terms of these By-Laws if this Corporation elects to become a close corporation with appropriate filing of or amendment to its Articles as required by Section 202 of said Code and shall terminate when this Corporation ceases to be a close corporation. Such an agreement cannot waive or alter Sections 158, 500, 501, 1111, 1201(e), 2009, 2010 or 2011, or Chapters 15, 16, 18 or 22 of said Code. Any other provisions of said Code or these By-Laws may be altered or waived thereby, but to the extent they are not so altered or waived, these By-Laws shall be applicable.

ARTICLE VI
CORPORATE CONTRACTS AND INSTRUMENTS—HOW EXECUTED

The Board of Directors, except as in these By-Laws otherwise provided, may authorize any Officer or Officers, agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the Corporation. Such authority may be general or confined to specific instances. Unless so authorized by the Board of Directors, no Officer, agent or employee shall have any power or authority to bind the Corporation by any contract or agreement, or to pledge its credit, or to render it liable for any purposes or any amount, except as provided in Section 313 of the California Corporations Code.

ARTICLE VII
CONTROL OVER BY-LAWS

These By-Laws may be amended or repealed or new By-Laws may be adopted by the Shareholders entitled to exercise a majority of the voting power or by the Board of Directors; provided, however, that the Board of Directors shall have no control over any By-Law which fixes or changes the authorized number of Directors of the Corporation; provided, further, that any control over the By-Laws herein vested in the Board of Directors shall be subject to the authority of the Shareholders to amend or repeal the By-Laws or to adopt new By-Laws; and provided further that any By-Law amendment or new By-Law which changes the minimum number of Directors to fewer than five (5) shall require authorization by the greater proportion of voting power of the Shareholders as hereinbefore set forth.

ARTICLE VIII
BOOKS AND RECORDS

Section 1. RECORDS: STORAGE AND INSPECTION. The Corporation shall keep at its principal executive office in the State of California, or, if its principal executive office is not in the State of California, the original or a copy of the By-Laws as amended to date, which shall be open to inspection by the Shareholders at all reasonable times during office hours. If the principal executive office of the Corporation is outside the State of California, arid, if the Corporation has no principal business office in the State of California, it shall upon request of any Shareholder furnish a copy of the By-Laws as amended to date.

The Corporation shall keep adequate and correct books and records of account and shall keep minutes of the proceedings of its Shareholders, Board of Directors and committees, if any, of the Board of Directors. The Corporation shall keep at its principal executive office, or at the office of its transfer agent or registrar, a record of its Shareholders, giving the names and addresses of all Shareholders arid the number and class of shares held by each. Such minutes shall be in written form. Such other books and records shall be kept either in written form or in any other form capable of being converted into written form.

Section 2. RECORD OF PAYMENTS. All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness, issued in the name of or payable to the Corporation, shall be signed or endorsed by such person or persons and in such manner as shall be determined from time to time by resolution of the Board of Directors.

Section 3. ANNUAL REPORT. Whenever the Corporation shall have fewer than One Hundred (100) Shareholders, the Board of Directors shall not be required to cause to be sent to the Shareholders of the Corporation the annual report prescribed by Section 1501 of the California Corporations Code unless it shall determine that a useful purpose would be served by causing the same to be sent or unless the Department of Corporations, pursuant to the provisions of the Corporate Securities Law of 1968, shall direct the sending of the same.

ARTICLE IX
MISCELLANEOUS

Section 1. EXPENSES INCURRED BY OFFICERS AND EMPLOYEES. Any payments made to an Officer or employee of this Corporation, such as salary, commission, bonus, interest, rent, or entertainment expense 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 or employee 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 such amount disallowed. In lieu of payment by the Officer or employee, 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 2. INDEMNIFICATION OF OFFICERS AND DIRECTORS.

(1) This Corporation shall indemnify and hold harmless each person who shall serve at any time hereafter as a Director or Officer of the Corporation from arid against any and all claims and liabilities to which such person shall become subject by reason of his having heretofore or hereafter been a Director or Officer of this Corporation, or by reason of any action alleged to have been heretofore or hereafter taken or omitted by him as such Director or Officer, and shall reimburse each such person for all legal and other expenses reasonably incurred by liability; 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.

(2) The rights accruing to any person under the foregoing provisions of this section shall not exclude any other right to which he may be lawfully entitled, nor shall anything herein contained restrict the right of this Corporation to indemnify or reimburse such person in any proper case even though not specifically herein provided for. This Corporation, its Directors, Officers, employees and agents shall be fully protected in taking any action or making any payment under this section, or in refusing to do so, in reliance upon the advice of counsel.

Section 3. ENTERTAINMENT EXPENSES. This Corporation shall reimburse the Officers of the Corporation for entertainment of customers, suppliers and others, in furtherance of the business of this Corporation.

Section 4. HOME ENTERTAINMENT EXPENSES. This Corporation shall reimburse the Officers of the Corporation for all home entertaining done by the Officers of this Corporation in furtherance of the business of this Corporation.

KNOW AL MEN BY THESE PRESENTS:

That I, the undersigned, do hereby certify:

(1) That I am the duly elected and acting Secretary of PHOTO-SCAN SYSTEMS, INC., a California corporation, incorporated under the laws of the State of California; and

(2) That the foregoing By-Laws, comprising 13 pages, constitute the original By-Laws of said corporation as duly adopted at the first meeting of the Board of Directors duly held on the 20th day of April, 1981.

IN WITNESS WHEREOF, I have subscribed my name and affixed the seal of the corporation on this 20th day of April, 1981.

/s/ Norma Simon

NORMA SIMON
Secretary

CERTIFICATE OF AMENDMENT

OF THE BY-LAWS OF

PHOTO SCAN SYSTEMS, INC.

The undersigned certifies that:

I am the duly elected and acting Secretary of Photo Scan Systems, Inc.

By written consent of the sole Director and Shareholder of Photo Scan Systems, Inc., the second full sentence of Article III, Directors, Section 3, Qualification and Number, has been amended to read as follows:

"The authorized number of Directors constituting the Board of Directors until further changed shall be one (1)."

IN WITNESS WHEREOF I have hereunto subscribed my name this 1st day of September, 2001.

/s/ Michael Stretton

MICHAEL STRETTON,
Secretary

QuickLinks

STATE OF COLORADO

DEPARTMENT OF STATE

CERTIFICATE

I, BERNIE BUESCHER, SECRETARY OF STATE OF THE STATE OF COLORADO HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, THE ATTACHED IS A FULL, TRUE AND COMPLETE COPY OF THE ARTICLES OF INCORPORATION AND ALL AMENDMENTS THERETO OF

HENRY BROS. ELECTRONICS, INC.
(COLORADO CORPORATION)

AS FILED IN THIS OFFICE AND ADMITTED TO RECORD.

Dated: January 04, 2011

Bernie Buescher

SECRETARY OF STATE

DC 1

STATE OF COLORADO

DEPARTMENT OF STATE

CERTIFICATE OF INCORPORATION

I, Byron A. Anderson,

Secretary of State of the State of Colorado, hereby certify that duplicate originals of Articles of Incorporation, duly signed and verified pursuant to the provisions of the Colorado Corporation Act, have been received in this office and are found to conform to law.

Accordingly the undersigned, by virtue of the authority vested in me by law, hereby issues this Certificate of Incorporation of

PHOTO-SCAN OF COLO., INC.
(A COLORADO CORPORATION)

and attaches hereto a duplicate original of the Articles of Incorporation.

Dated this Eleventh day of March A. D. 1970

Byron A. Anderson
SECRETARY OF STATE

Jeremiah J. Connolly
DEPUTY

ARTICLES OF INCORPORATION

OF

PHOTO-SCAN OF COLO., INC.

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, Ben Slosky, Phyllis Marcus, and Paul Marcus of the City and County of Denver, State of Colorado, desiring to form a company to be a body corporate of and by virtue of the laws of the State of Colorado, for the purpose of carrying on the business hereinafter stated, make, sign, and acknowledge this Certificate of Incorporation, and do state and declare as follows:

ARTICLE I

NAME

The name of said Corporation shall be PHOTO-SCAN OF COLO. INC.

ARTICLE II

OBJECTS

The objects for which the said Corporation is formed and organized are as follows:

1. To engage in the security systems business of every kind and nature and the leasing, sale and maintenance of television, camera equipment and other electronic devices of every kind, nature and description for the purposes of security, protection and personnel of all kinds.

2. To borrow money for any of the purposes of this corporation, and to issue bonds, debentures, notes and other obligations therefore, and to secure the same by pledge or mortgage of the whole or any part of the property of the corporation, either real or personal, or to issue bonds, debentures, notes or other obligations without any security;

3. To act as agent, broker or factor, and as such to manage, develop and extend business interests of individuals, firms or corporations so represented;

4. To acquire all or any part of the good will, rights, property and business of any corporation, association, partnership, firm, trustee, syndicate, combination, organization, other entity or individual, domestic or foreign, heretofore or hereafter engaged in any business, similar to the business of the corporation or otherwise, and to hold, utilize, enjoy and in any manner dispose of the whole or any part of the rights so acquired, and to assume in connection therewith any liabilities of any such corporation, association, organization, partnership, firm, trustee, syndicate, combination, individual, or other entity, domestic or foreign, and to conduct in the State of Colorado and/or in any other state, territory, locality or country, the whole or any part of the business thus acquired, provided such business is not prohibited by the laws of the State of Colorado;

5. To do any and all other acts and things necessary, convenient, or expedient to the accomplishment of the things set forth herein, to the same extent as natural persons might or could do and in any part of the world, as principals, agents, trustees or otherwise, alone or in company with others.

6. In furtherance of the foregoing purposes the corporation shall have and may exercise all of the rights, powers, privileges now or hereafter conferred upon corporations organized under the laws of Colorado. In addition, it may do everything necessary, suitable or proper for the accomplishment of any of its corporate purposes.

ARTICLE III

TERM OF EXISTENCE

This Corporation shall have perpetual existence.

ARTICLE IV

CAPITAL STOCK

The authorized capital stock of this Corporation shall be 50,000 shares of the common stock with no par value. Said stock as and when issued, shall be fully paid and non-assessable.

The holders of the common stock shall have the right to subscribe for any increase in common stock or any issuance of common stock in the proportions which their holdings of common stock bear to the entire outstanding common stock.

ARTICLE V

DIRECTORS

The affairs and business of this Corporation shall be managed and conducted by a Board of Directors composed of three (3) director who may or may not be stockholders of the Corporation, and the following are hereby elected for the first year of the existence of this Corporation and until their successors shall be elected and qualified:

Paul Marcus	285 South Glencoe Denver, Colorado 80222
Phyllis Marcus	285 South Glencoe Denver, Colorado 80222
Jeffrey Marcus	285 South Glencoe Denver, Colorado 80222

ARTICLE VI

Cumulative voting shall not be allowed.

ARTICLE VII

The registered office of said Corporation shall be 285 South Glencoe, Denver, Colorado 80222. The registered agent shall be Paul Marcus, 285 South Glencoe, Denver, Colorado 80222. The principal place of business of said corporation shall be situate in the City and County of Denver, State of Colorado, but other offices and branches may be established and located either within or without the State of Colorado, and meeting of the Board of Directors and the stockholders of the Corporation may be held either within or without the State of Colorado.

ARTICLE VIII

The Board of Directors shall have the power to make such prudential By-Laws as they deem proper for the management of the Corporation and not inconsistent with the laws of the State of Colorado.

IN WITNESS WHEREOF, we have hereunto set our hands and seals at Denver, Colorado, this 7th day of March, A. D., 1970.

Ben Slosky
158 Fillmore Street, Suite 410
Denver, Colorado 80206

Paul Marcus
285 South Glencoe
Denver, Colorado 80222

Phyllis Marcus
285 South Glencoe
Denver, Colorado 80222

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

Ben Slosky, Paul Marcus, and Phyllis Marcus, appeared before me this 7th day of March, 1970, in person and acknowledged the foregoing instrument to be their act and deed for the use specified therein.

My commission expires March 9 1970.

Notary Public

(SEAL)

216811

ARTICLES OF INCORPORATION

PHOTO-SCAN OF COLO., INC.

DOMESTIC

Filed in the office of the Secretary of State, of the State of Colorado, on the

11th day of March A. D. 1970

BYRON A. ANDERSON
Secretary of State

Filing Clerk Sunshara Fees $25

Old Age Pension Fund $2.50

This document has been inspected and properly Entered on the Records of The Flat Tax Department

Date March 13, 1970.

Ukatish Clerk

RECORDED
ROLL 149 PAGE 3088

MAR 13 11 03 PM '70 SECRETARY OF STATE
MAR 13 11 03 PM '70 SECRETARY OF STATE
MAR 13 11 03 PM '70 SECRETARY OF STATE

MAIL TO:
Colorado Secretary of State
Corporations Office
1560 Sherman St., 2nd Fl.
Denver, Co 80203
(303) 866-2361

for office use only

SUBMIT ONE
Filing fee $5.00

This document must be typewritten.

STATEMENT OF CHANGE OF REGISTERED OFFICE OR REGISTERED AGENT, OR BOTH.

To the Secretary of State
of the State of Colorado

Pursuant to the provisions of the Colorado Corporation Act and the Limited Partnership Act of 1981, the undersigned corporation or Limited Partnership organized under the laws of Colorado submits the following statement for the purpose of changing its registered office or its registered agent, or both, in the State of Colorado:

First: The name of the corporation or Limited Partnership is:

Photo-Scan of Colorado, Inc.

Second: the address of its REGISTERED OFFICE is

12411 East 37th Avenue, Denver, Colorado 80239-0574

Third: The name of its REGISTERED AGENT is Paul Marcus,

12411 East 37th Avenue, Denver, Colorado 80239-0574

Fourth: The address of its registered office and the address of the business office of its registered agent, as changed will be identical.

Fifth: The address of its place of business in Colorado is 12411 East 37th Avenue, Denver, Colorado 80239-0574

PHOTO-SCAN OF COLORADO, INC. (Note 1)

By [signature] (Note 2)

Its President
Its Registered Agent (Note 3)
Its General Partner

Subscribed and sworn to before me this 16 day of [illegible] 19 87

My commission expires [illegible]

[illegible]
Notary Public (Note 4)

[illegible]
Address

Notes: 1. Exact name of corporation or Limited Partnership making the statement.
2. Signature and title of officer signing for the corporation, must be President or Vice-President; for a Limited Partnership, must be a General Partner.
3. Regarding profit corporations: This statement may be executed by the registered agent when it involves only a registered address change. A copy of this statement has been forwarded to the corporation by the registered agent.
4. Signature of Notary Public must be clearly legible and notarial seal affixed with notarial commission.

COMPUTER UPDATE COMPLETE
BT

FILED
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SECRETARY OF STATE
STATE OF COLORADO

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DP 216311

ARTICLES OF AMENDMENT

TO THE

ARTICLES OF INCORPORATION

OF

PHOTO-SCAN OF COLO., INC.

Change of Name

Pursuant to the provisions of the laws of Colorado, the undersigned Corporation adopts these Articles of Amendment to its Articles of Incorporation:

FIRST: The name of the Corporation is PHOTO-SCAN OF COLO., INC.

SECOND: The Amendment was adopted by the Shareholders of the Corporation on February 27, 1987 in the manner prescribed by statute.

THIRD: The Articles of Incorporation shall be amended by striking the existing Article I and inserting in lieu thereof the following new Article I.

ARTICLE I

NAME OF CORPORATION

The name of the Corporation is SECURUS, INC.

FOURTH: The number of shares of the Corporation voted for this Amendment was sufficient for approval.

FIFTH: The Amendment does not provide for any exchange, reclassification, or cancellation of issued shares.

COMPUTER UPDATE COMPLETED

Document processing fee
If document is filed on paper $150.00
If document is filed electronically Currently Not Available
Fees & forms/cover sheets are subject to change.
To file electronically, access instructions for this form/cover sheet and other information or print copies of filed documents, visit www.sos.state.co.us and select Business Center.
Paper documents must be typewritten or machine printed.

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$ 300.00
SECRETARY OF STATE
05-21-2008 14:58:40

ABOVE SPACE FOR OFFICE USE ONLY

Statement of Merger
(Surviving Entity is a Domestic Entity)
filed pursuant to § 7-90-203.7 of the Colorado Revised Statutes (C.R.S.)

1. For each merging entity, its ID number (if applicable), entity name or true name, form of entity, jurisdiction under the law of which it is formed, and principal address are

ID Number: 20051349670 *(Colorado Secretary of State ID number)*

Entity name or true name: Henry Bros. Electronics, Inc.

Form of entity: Corporation

Jurisdiction: Colorado

Street address: 17-01 Pollitt Drive *(Street number and name)*

Fair Lawn *(City)* NJ *(State)* 07410 *(ZIP/Postal Code)*

(Province – if applicable) *(Country)*

Mailing address
(leave blank if same as street address)

(Street number and name or Post Office Box information)

(City) *(State)* *(ZIP/Postal Code)*

(Province – if applicable) *(Country)*

ID Number *(Colorado Secretary of State ID number)*

Entity name or true name

Form of entity

Jurisdiction _____

Street address _____
(Street number and name)
_____
_____ _____ _____
(City) (State) (ZIP/Postal Code)
_____ _____
(Province – if applicable) (Country)

Mailing address
(**leave blank** if same as street address) _____
(Street number and name or Post Office Box information)
_____
_____ _____ _____
(City) (State) (ZIP/Postal Code)
_____ _____
(Province – if applicable) (Country)

ID Number _____
(Colorado Secretary of State ID number)

Entity name or true name _____

Form of entity _____

Jurisdiction _____

Street address _____
(Street number and name)
_____
_____ _____ _____
(City) (State) (ZIP/Postal Code)
_____ _____
(Province – if applicable) (Country)

Mailing address
(**leave blank** if same as street address) _____
(Street number and name or Post Office Box information)
_____
_____ _____ _____
(City) (State) (ZIP/Postal Code)
_____ _____
(Province – if applicable) (Country)

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

☐ There are more than three merging entities and the ID number (if applicable), entity name or true name, form of entity, jurisdiction under the law of which it is formed, and the principal address of each additional merging entity is stated in an attachment.

2. For the surviving entity, its entity ID number (if applicable), entity name or true name, form of entity, jurisdiction under the law of which it is formed, and principal address are

ID Number: 19871216811
(Colorado Secretary of State ID number)

Entity name or true name: Secures, Inc.

Form of entity: Corporation

Jurisdiction: Colorado

Street address: 12411 East 37th Avenue
(Street number and name)

Denver *(City)* CO *(State)* 80239 *(ZIP/Postal Code)*

(Province – if applicable) *(Country)*

Mailing address
(**leave blank** if same as street address)
(Street number and name or Post Office Box information)

(City) *(State)* *(ZIP/Postal Code)*

(Province – if applicable) *(Country)*

3. Each merging entity has been merged into the surviving entity.

4. *(If the following statement applies, adopt the statement by marking the box.)*

☒ The plan of merger provides for amendments to a constituent filed document of the surviving entity and an appropriate statement of change or other document effecting the amendments will be delivered to the Secretary of State for filing pursuant to Part 3 of Article 90 of Title 7, C.R.S.

5. *(If the following statement applies, adopt the statement by marking the box and state the appropriate document number(s).)*

☒ One or more of the merging entities is a registrant of a trademark described in a filed document in the records of the secretary of state and the document number of each filed document is

Document number: 19851032940
Document number:
Document number:

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

☐ There are more than three trademarks and the document number of each additional trademark is stated in an attachment.

6. *(If applicable, adopt the following statement by marking the box and include an attachment.)*

☐ This document contains additional information as provided by law.

7. *(Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)*

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

The delayed effective date and, if applicable, time of this document are _____.
(mm/dd/yyyy hour:minute am/pm)

Notice:

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that such document is such individual's act and deed, or that such individual in good faith believes such document is the act and deed of the person on whose behalf such individual is causing such document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S. and, if applicable, the constituent documents and the organic statutes, and that such individual in good faith believes the facts stated in such document are true and such document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is identified in this document as one who has caused it to be delivered.

8. The true name and mailing address of the individual causing this document to be delivered for filing are

Reach (Last) Brian (First) L (Middle) (Suffix)
12411 East 37th Avenue
(Street number and name or Post Office Box information)

Denver (City) CO (State) 80239 (ZIP/Postal Code)
(Province – if applicable) (Country)

(If applicable, adopt the following statement by marking the box and include an attachment.)

☐ This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

Disclaimer:

This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form/cover sheet. Questions should be addressed to the user's legal, business or tax advisor(s).

E-Filed

Colorado Secretary of State
Date and Time: 05/22/2008 10:10 AM
Id Number: 19871216811
Document number: 20081279230

Document processing fee
If document is filed on paper $125.00
If document is filed electronically **$ 25.00**
Fees & forms/cover sheets are subject to change.
To file electronically, access instructions for this form/cover sheet and other information or print copies of filed documents, visit www.sos.state.co.us and select Business Center.
Paper documents must be typewritten or machine printed.

ABOVE SPACE FOR OFFICE USE ONLY

Articles of Amendment

filed pursuant to §7-90-301, et seq. and §7-110-106 of the Colorado Revised Statutes (C.R.S.)

ID number: 19871216811

1. Entity name: SECURUS, INC.
(If changing the name of the corporation, indicate name BEFORE the name change)

2. New Entity name: (if applicable) Henry Bros. Electronics, Inc.

3. Use of Restricted Words *(if any of these terms are contained in an entity name, true name of an entity, trade name or trademark stated in this document, mark the applicable box):*
☐ "bank" or "trust" or any derivative thereof
☐ "credit union" ☐ "savings and loan"
☐ "insurance", "casualty", "mutual", or "surety"

4. Other amendments, if any, are attached.

5. If the amendment provides for an exchange, reclassification or cancellation of issued shares, the attachment states the provisions for implementing the amendment.

6. If the corporation's period of duration as amended is less than perpetual, state the date on which the period of duration expires: _____ *(mm/dd/yyyy)*

OR

If the corporation's period of duration as amended is perpetual, mark this box: ☑

7. *(Optional)* Delayed effective date: _____ *(mm/dd/yyyy)*

Notice:

Causing this document to be delivered to the secretary of state for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the secretary of state, whether or not such individual is named in the document as one who has caused it to be delivered.

8. Name(s) and address(es) of the individual(s) causing the document to be delivered for filing:

Reach (Last) Brian (First) L. (Middle) (Suffix)

12411 East 37th Avenue
(Street name and number or Post Office information)

Denver (City) CO (State) 80239 (Postal/Zip Code)

(Province – if applicable) United States (Country – if not US)

(The document need not state the true name and address of more than one individual. However, if you wish to state the name and address of any additional individuals causing the document to be delivered for filing, mark this box ☐ *and include an attachment stating the name and address of such individuals.)*

Disclaimer:

This form, and any related instructions, are not intended to provide legal, business or tax advice, and are offered as a public service without representation or warranty. While this form is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form. Questions should be addressed to the user's attorney.

Exhibit 3.45

CERTIFICATE OF INCORPORATION

OF

INTEGCOM CORP.

The undersigned, being of legal age, in order to form a corporation under and pursuant to the laws of the State of Delaware, does hereby set forth as follows:

FIRST: The name of the corporation is IntegCom Corp.

SECOND: The address of the initial registered and principal office of this corporation in this state is do United Corporate Services, Inc., 15 East North Street, in the City of Dover, County of Kent, State of Delaware 19901 and the name of the registered agent at said address is United Corporate Services, Inc.

THIRD: The purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized under the corporation laws of the State of Delaware.

FOURTH: The corporation shall be authorized to issue an aggregate of 12,000,000 shares of stock in the following manner:

Class	Number of Shares	Par Value
Common Stock	10,000,000	$ .01
Preferred Stock	2,000,000	$ .01

The designations and the powers, preferences and rights, and the qualifications or restrictions of the Preferred Stock are as follows:

Shares of Preferred Stock shall be issued from time to time in one or more series, with such distinctive serial designations as shall be stated and expressed in the resolution or resolutions providing for the issue of such shares from time to time adopted by the board of directors; and in such resolution or resolutions providing for the issue of shares of each particular series; the board of directors is expressly authorized to fix the annual rate or rates of dividends for the particular series; the dividend payment dates for the particular series and the date from which dividends on all shares of such series issued prior to the record date for the first dividend payment date shall be cumulative; the redemption price or prices for the particular series; the voting powers for the particular series; the rights, if any, of holders of the shares of the particular series to convert the same into shares of any other series or class or other securities of the corporation, with any provisions for the subsequent adjustment of such conversion rights; and to classify or reclassify any unissued preferred shares by fixing or altering from time to time any of the foregoing rights, privileges and qualifications.

All shares of Preferred Stock in any one series shall be identical with each other in all respects, except that shares of any one series issued at different times may differ as to the dates from which dividends thereon shall be cumulative; and all shares of Preferred Stock shall be of equal rank, regardless of the series, and shall be identical in all respects except as to the particulars fixed by the board as hereinabove provided or as fixed herein.

FIFTH: The name and address of the incorporator is as follows:

NAME	ADDRESS
Kenneth T. Cascone	c/o Cascone & Cole 711 Third Avenue New York, NY 10017

SIXTH: The following provisions are inserted for the management of the business and for the conduct of the affairs of the corporation, and for further definition, limitation and regulation of the powers of the corporation and of its directors and stockholders:

(1) The number of directors of the corporation shall be such as from time to time shall be fixed by, or in the manner provided in the by-laws. Election of directors need not be by ballot unless the by-laws so provide.

(2) The board of directors shall have power without the assent or vote of the stockholders:

(a) To make, alter, amend, change, add to or repeal the by-laws of the corporation; to fix and vary the amount to be reserved for any proper purpose; to authorize and cause to be executed mortgages and liens upon all or any part of the property of the corporation; to determine the use and disposition of any surplus or net profits; and to fix the times for the declaration and payment of dividends.

(b) To determine from time to time whether, and to what times and places, and under what conditions the accounts and books of the corporation (other than the stock ledger) or any of them, shall be open to the inspection of the stockholders.

(3) The directors in their discretion may submit any contract or act for approval or ratification at any annual meeting of the stockholders or at any meeting of the stockholders called for the purpose of considering any such act or contract, and any contract or act that shall be approved or be ratified by the vote of the holders of a majority of the stock of the corporation which is represented in person or by proxy at such meeting and entitled to vote thereat (provided that a lawful quorum of stockholders be there represented in person or by proxy) shall be as valid and as binding upon the corporation and upon all the stockholders as though it had been approved or ratified by every stockholder of the corporation, whether or not the contract or act would otherwise be open to legal attack because of directors' interest, or for any other reason.

In addition to the powers and authorities hereinbefore or by statute expressly conferred upon them, 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; subject, nevertheless, to the provisions of the statutes of Delaware, of this certificate, and to any by-laws from time to time made by the stockholders; provided, however, that no by-laws so made shall invalidate any prior act of the directors which would have been valid if such by-law had not been made.

SEVENTH: No director shall be liable to the corporation or any of its stockholders for monetary damages for breach of fiduciary duty as a director, except with respect to (1) a breach of the director's duty of loyalty to the corporation or its stockholders, (2) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (3) liability under Section 174 of the Delaware General Corporation Law or (4) a transaction from which the director derived an improper personal benefit, it being the intention of the foregoing provision to eliminate the liability of the corporation's directors to the corporation or its stockholders to the fullest extent permitted by Section 102(b)(7) of the Delaware General Corporation Law, as amended from time to time. The corporation shall indemnify to the fullest extent permitted by Sections 102(b)(7) and 145 of the Delaware General Corporation Law, as amended from time to time, each person that such Sections grant the corporation the power to indemnify.

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 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 ($^3/_4$) in value of the creditors or the 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: 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 law, and all rights and powers conferred herein on stockholders, directors and officers are subject to this reserved power.

IN WITNESS WHEREOF, the undersigned hereby executes this document and affirms that the facts set forth herein are true under the penalties of perjury this 16th day of November, 1999.

/s/ Kenneth T. Cascone

Kenneth T. Cascone, Incorporator

CERTIFICATE OF AMENDMENT

of the

CERTIFICATE OF INCORPORATION

of

INTEGCOM CORP.

Under Section 242 of the Delaware General Corporation Law

IntegCom Corp., a corporation organized and existing under the laws of the State of Delaware (the "Corporation") hereby certifies as follows:

1. The name of the Corporation is IntegCom Corp. (the "Corporation").

2. The Certificate of incorporation of the Corporation was filed with the Secretary of State of Delaware on November 18, 1999.

3. The amendment of the Certificate of Incorporation of the Corporation effected by this Certificate of Amendment is to change the name of the Corporation.

4. To accomplish the foregoing amendment, Article FIRST of the Certificate of Incorporation of the Corporation, is hereby amended to read as follows:

   "**FIRST**; The name of the Corporation is Diversified Security Solutions, Inc.

5. The foregoing amendment of the Certificate of Incorporation of the Corporation was authorized by consent in writing of all the members of the Board of Directors and authorized by the shareholders.

June 29, 2001

/s/ Irwin F. Witcosky

Irwin F. Witcosky
Executive Vice President & Secretary

CERTIFICATE OF AMENDMENT

OF THE CERTIFICATE OF INCORPORATION

OF DIVERSIFIED SECURITY SOLUTIONS, INC.

Under Section 242 of the Delaware General Corporation Law

Diversified Security Solutions, Inc., a corporation organized and existing under the laws of the State of Delaware (the 'Corporation) hereby certifies as follows:

The name of the Corporation is Diversified Security Solutions, Inc. (the 'Corporation').

The Certificate of Incorporation of the Corporation was filed with the Secretary of State of Delaware on November 18, 1999.

Article FOURTH of the Certificate of Incorporation of the Corporation, is hereby amended to read as follows:

"FOURTH: The total number of shares of all classes of stock which the Corporation is authorized to issue is twelve million (12,000,000) shares, of which two million (2,000,000) shares having a par value of $01 per share are to be classified as Preferred Stock and ten million ($10,000,000) shares having a part value of $01 per share are to be classified as Common Stock."

Each four (4) shares of the Corporation's Common Stock, par value $.01 per share, issued and outstanding as of the close of business on August 30, 2001 (the "Record Date") shall be converted and reclassified into three (3) share of the Corporation's Common Stock, par value $.01 per share.

The foregoing amendment of the Certificate of incorporation of the Corporation has been duly adopted in accordance with the provisions of Section 242 of the General Corporation law of the State of' Delaware by the vote of a majority of each class of outstanding stock of the Corporation entitled to vote thereon.

August 28, 2001

/s/ Irwin F. Witcosky

Irwin F. Witcosky
Executive Vice President & Secretary

CERTIFICATE OF AMENDMENT

OF THE

CERTIFICATE OF INCORPORATION

OF

DIVERSIFIED SECURITY SOLUTIONS, INC.

Under Section 242 of the Delaware General Corporation Law

Diversified Security Solutions, Inc., a corporation organized and existing under the laws of the State of Delaware hereby certifies as follows:

1. The name of the corporation is Diversified Security Solutions, Inc. (the "Corporation'):

2. The Certificate of Incorporation of the Corporation was filed with the Secretary of State of Delaware on November 18, 1999.

3. The amendment of the Certificate of Incorporation of the Corporation effected by this Certificate of Amendment is to change the name of the Corporation.

4. To accomplish the foregoing amendment, the Certificate of Incorporation of the Corporation is hereby amended by striking out Article First thereof and by substituting in lieu of said Article the following new article:

   FIRST: The name of the Corporation is Henry Bros. Electronics, Inc.

5. The foregoing amendment of the Certificate of Incorporation of the Corporation has been duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

August 3. 2005

/s/ Brian Reach

Brian Reach
Secretary

CERTIFICATE OF AMENDMENT

OF

CERTIFICATE OF INCORPORATION

OF

HENRY BROS. ELECTRONICS, INC.

Under Section 242 of the Delaware General Corporation Law

Henry Bros. Electronics, Inc., a corporation organized arid existing under the laws of the State of Delaware (the "Corporation") hereby certifies as follows:

1. The Article Fourth of the Certificate of Incorporation is hereby amended in its entirety by striking out such Article and inserting in place thereof the following:

FOURTH: The corporation shall be authorized to issue an aggregate of 22,000,000 shares of stock in the following manner:

Class	Number of Shares	Par Value
Common Stock	20,000,000	$ .01
Preferred Stock	2,000,000	$ .01

The designations and the powers, preferences and rights, and the qualifications or restrictions of the Preferred Stock are as follows:

Shares of Preferred Stock shall be issued from time to time in one or more series, with such distinctive serial designations as shall be stated and expressed in the resolution or resolutions providing for the issue of such shares from time to time adopted by the board of directors; and in such resolution or resolutions providing for the issue of shares of each particular series; the board of directors is expressly authorized to fix the annual rate or rates of dividends for the particular series; the dividend payment dates for the particular series and the date from which dividends on all shares of such series issued prior to the record date for the first dividend payment date shall be cumulative; the redemption price or prices for the particular series; the voting powers for the particular series; the rights, if any, of holders of the shares of the particular series to convert the same into shares of any other series or class or other securities of the corporation, with any provisions for the subsequent adjustment of such conversion rights; and to classify or reclassify any unissued preferred shares by fixing or altering from time to time any of the foregoing rights, privileges and qualifications.

All shares of Preferred Stock in any one series shall be identical with each other in all respects, except that shares of any one series issued at different times may differ as to the dates from which dividends thereon shall be cumulative; and all shares of Preferred Stock shall be of equal rank, regardless of the series, and shall be identical in all respects except as to the particulars fixed by the board as hereinabove provided or as fixed herein.

2. The foregoing amendment has been duly adopted in accordance with the provisions of Section 242 of the General Corporation law of the State of Delaware by the vote of a majority of each class of outstanding stock of the Corporation entitled to vote thereon.

IN WITNESS WHEREOF, we have signed this Certificate this 11th day of November, 2009.

/s/ James F. Henry

James E. Henry,
Chief Executive Officer, Treasurer
and Vice Chairman

CERTIFICATE OF MERGER

OF

HAMMER ACQUISITION INC.
(a Delaware corporation)

WITH AND INTO

HENRY BROS. ELECTRONICS, INC.
(a Delaware corporation)

Pursuant to Section 251(c) of the General Corporation Law of the State of Delaware (the "***DGCL***"), Henry Bros. Electronics, Inc., a Delaware corporation (the "***Corporation***"), in connection with the merger of Hammer Acquisition Inc., a Delaware corporation ("***MergerSub***"), 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 arc as follows:

Name	State of Incorporation
Henry Bros. Electronics, Inc.	Delaware
Hammer Acquisition Inc.	Delaware

SECOND: The Agreement and Plan of Merger (the "***Merger Agreement***"), dated as of October 5, 2010, by and among the Corporation, Merger Sub and Kratos Defense & Security Solutions, Inc., a Delaware corporation, as amended, 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 Henry Bros. Electronics, Inc. (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 17-01 Pollitt Drive, Fair Lawn, New Jersey 07410.

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, Henry Bros. Electronics, Inc., a Delaware corporation, has caused this Certificate of Merger to be signed by its duly authorized officer this 15 day of December, 2010.

HENRY BROS. ELECTRONICS, INC.

By: /s/ James E. Henry

Name: James E. Henry
Title: Chief Executive Officer

QuickLinks

Exhibit 3.46

BYLAWS
OF
HENRY BROS. ELECTRONICS, 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 identical with the calendar year.

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.

QuickLinks

QuickLinks -- Click here to rapidly navigate through this document

Exhibit 3.47

CERTIFICATE OF INCORPORATION

OF

HBE ACQUISITION CORP.

To: The Secretary of State
State of New Jersey

Pursuant to the provisions of the New Jersey Business Corporation Act, the undersigned, being a natural person of at least 18 years of age and acting as the incorporator of the Corporation hereby being organized thereunder, certifies that:

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

HBE ACQUISITION CORP.

SECOND: The Corporation is organized to engage in any activity within the purposes for which corporations may be organized under the New Jersey Business Corporation Act, and, in addition and without limiting the generality of the forgoing, for the following purpose or purposes:

To produce, manufacture, make, customize, fabricate, repair, install, maintain, service, sell, market, lease, rent, franchise, import, export, and finance communication devices, equipment, gear, machinery, lines, networks and systems including but not limited to close-circuit television, two-way radio, paging, cellular telephone and trunking.

To acquire, purchase, buy, .sell, finance, merge with or into other corporations, partnerships, joint ventures, individual proprietorships and businesses engaged in the same, similar or related- activities as those set forth immediately above.

To carry on a general mercantile, Industrial, investing, and trading business in all its branches; to devise, invent, manufacture, fabricate, assemble, install, service, maintain, alter, buy, sell, import, license as licensor or licensee, lease as lessor or lessee, distribute, job, enter into, negotiate, execute, acquire, and assign contracts in respect of, acquire, receive, grant, and assign licensing arrangements, options, franchises, and other rights in respect of, and generally deal in and with, at wholesale and retail, as principal, and as sales, business, special or general agent, representative, broker, factor, merchant, distributor, jobber, advisor, and in any other lawful capacity, goods, wares, and merchandise, commodities, and unimproved, improved, finished, processed, and 'other real, personal, and mixed property of any and all kinds, together with the components, resultants, and by-products thereof; to acquire by purchase or otherwise own, hold, lease, mortgage, sell, or otherwise dispose of, erect, construct, make, alter, enlarge, improve, and to aid or subscribe toward the construction, acquisition or improvement of any factories, shops, storehouses, buildings, and commercial and retail establishments of every character, including all equipment, fixtures, machinery, implements and supplies necessary, or incidental to, or connected with, any of the purposes or business of the Corporation; and generally to perform any and all acts connected therewith or arising therefrom or incidental thereto, and all acts proper or necessary for the purpose of the business.

To engage generally in the real estate business as principal, agent, broker, and in any lawful capacity, and generally to take, lease, purchase, or otherwise acquire, and to own, use, hold, sell, convey, exchange, lease, mortgage, work, clear, improve, develop, divide, and' otherwise handle, manage, operate, deal in and dispose of' real estate, real property, lands, multiple-dwelling structures, houses, buildings and other works and any interest or right therein; to take, lease, purchase or otherwise acquire, and to own, use, hold, sell, convey, exchange, hire, lease, pledge, mortgage, and otherwise handle, and deal in and dispose of, as principal, agent, broker, and in any

lawful capacity, such personal property, chattels, chattels real, rights, easements, privileges, choses in action, notes, bonds, mortgages, and securities as may lawfully be acquired, held or disposed of; and to acquire, purchase, sell, assign, transfer, dispose of, and generally deal in and with, as principal, agent, broker, and in any lawful capacity, mortgages and other interests in real, personal, and mixed properties; to carry on a 'general construction, contracting, building, and realty management business as principal, agent, representative, contractor, subcontractor, and in any other lawful capacity.

To apply for, register, obtain, purchase, lease, take licenses in respect of or otherwise acquire, and to hold, own, use, operate, develop, enjoy, turn to account, grant licenses and immunities in respect of, manufacture under and to introduce, sell,-assign, mortgage, pledge or otherwise dispose of, and, in any manner deal with and contract with reference to:

(a) inventions, devices, formulae, processes and any improvements and modifications thereof;

(b) letters patent, patent rights, patented processes, copyrights, designs, and similar rights, trade-marks, trade symbols, and other indications of origin and ownership granted by or recognized under the laws of the United States of America or of any state or subdivision thereof, or of any foreign country or subdivision thereof, and all rights connected therewith or appertaining thereunto:

(c) franchises, licenses, grants, and concessions.

To have all of the powers conferred upon corporations organized under the New Jersey Business Corporation Act.

THIRD: The aggregate number of shares which the Corporation shall have authority to issue is One Thousand (1,000) all of which are' of a par value of $01 per share and all of which are of the same class.

FOURTH: The address of the initial registered office of the Corporation within the State of New Jersey is do The Prentice-Hall Corporation System, New Jersey, Inc., 150 West State Street, Trenton, New Jersey 08608; and, the name of the initial registered agent at such address is The Prentice-Hall Corporation System, New Jersey, Inc.

FIFTH: The number of directors constituting the first Board of Directors of the Corporation is three (3); and the name and' the address of the persons who 'are to serve as the directors of the corporation are as follows:

NAME	ADDRESS
James Henry Irv Witcosky	c/o Henry Bros. Electronics, Inc. E. 64 Midland Ave. Paramus, New Jersey 07653-0144
Alfred Albrecht	c/o Security Management Systems, Inc. 10-42 Jackson Ave. Long Island City, New York 11101

SIXTH: The name and the address of the incorporator is as follows;

NAME	ADDRESS
Kenneth T. Cascone	c/o Cascone & Cole 711 Third Avenue New York, New York 10017

SEVENTH: For the management of the business and for the conduct of the affairs of the Corporation, and in further definition, limitation, and regulation of the powers of the Corporation and of its directors and of its shareholders or any class thereof, as the case may be, it is further provided:

1. The management of the business and the conduct of the affairs of the Corporation, including the election of the Chairman of the Board of Directors, if any, the President, the Treasurer, the Secretary, and other principal officers of the corporation, shall be vested in its Board of Directors.

2. The Board of Directors shall have the power to remove directors for cause and to suspend directors pending a final determination that cause exists for removal.

3. The corporation shall, to, the fullest extent permitted by Section 14A:3-5 of the New Jersey Business Corporation Act, as the same may be amended and supplemented, indemnify any and all corporate agents whom it shall have power to indemnify under said section from and against any and all of the expenses, liabilities, or other matters referred to in or covered by said Section, and the indemnification provided for herein shall not be deemed exclusive of any other rights to which-those indemnified may be entitled under any By-Law, agreement, vote of shareholders, or otherwise, and 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 a corporate agent. The term "corporate agent" as used herein shall have the meaning attributed to it by Sections 14A:3-5 and 14A:5-21 of the New Jersey Business Corporation Act and by any other applicable provision of law.

4. The personal liability of the directors of the Corporation is hereby eliminated to the fullest extent permitted by subsection 14A:2-7 of the New Jersey Business Corporation Act, as the -same may be amended and supplemented.

NINTH: The duration of the Corporation is to be perpetual.

Signed on September 11, 1989.

/s/ Kenneth T. Cascone

Kenneth T. Cascone,
Incorporator

CERTIFICATE OF REGISTRATION
OF CORPORATE ALTERNATE NAME FOR
HBE ACQUISITION CORP.

TO: Secretary of State
Trenton, New Jersey

The undersigned, a Now Jersey corporation, certifies as follows:

1. The name of the corporation is HBE Acquisition Corp. It was incorporated in New Jersey on 10/31/1989.

2. The alternate name under which the corporation will transact business is Henry Bros. Electronics.

3. The character or nature of the business to be conducted using the alternate name is as follows: Electronic systems CCTV, access control.

4. The corporation intends to use this alternate name in the State of New Jersey.

5. The corporation has not previously used this alternate name in this State in violation of the alternate name statute.

IN WITNESS WHEREOF, the undersigned execute this certificate.

Date: December 31, 1997

HBE Acquisition Corp.

By: /s/ James Henry

James Henry—President

Corporation Federal Employer Identification No. 22-3000080

REGISTRATION OF ALTERNATE NAME
(For Use by Domestic Profit and Foreign Corporations)
(Profit and Nonprofit Corporations)

Check Appropriate Statute:

☒ Title 14A:2-21 (2) New Jersey Business Corporation Act

o Title 15A:2-2-5

Mail to Department of the Treasury, Division of Revenue, CN-308, Trenton, NJ 08625

Pursuant to the provisions of the appropriate Statute, checked above, of the New Jersey Statutes, the undersigned corporation hereby applies for the registration of an Alternate Name in New Jersey for a period of five (5) years, and for the purpose submits that following application:

1. Name of Corporation: HBE ACQUISITION CORP.

2. Corporation Number: 22-3000080

3. Set Forth state of Original Incorporation: New Jersey

4. Date of Incorporation: OCTOBER 13, 1989

Date of Authorization (Foreign):

5. Alternate Name to be Used: HENRY BROS. ELECTRONICS

6. The Character or Nature of the Particular Business/Activity to be Conducted using the Alternate Name is:

   Security Integrators, ACCESS CONTROL SYSTEMS, CCTV

7. The Corporation Intends to Use the Alternate Name in this State. NEW JERSEY

8. The Corporation has not previously used the Alternate Name in this State in violation of this Statute, or, if it has, the month and year in which it commenced such use is:

Signature: /s/ Irvin Witcosky

Name: IRVIN WITCOSKY
(Print Above Name)

Title: VICE PRESIDENT
(Must be Ch. of Bd. Pres. or Vice Pres.)

Date: June 22, 2001

New Jersey Department of the Treasury
Division of Revenue
Certificate of Amendment to
Certificate of Incorporation
(For Use by Domestic Profit Corporations)

Pursuant to the provisions of Section 14A:9-2(4) and Section 14A:9-4(3), Corporations, General, of the New Jersey Statutes, the undersigned corporation executes the following Certificate of Amendment to its Certificate of Incorporation.

1. The name of the corporation is: HBE Acquisition Corp.

2. The following amendment to the Certificate of Incorporation was approved by the directors and thereafter duly adopted by the shareholders of the corporation on the 10th day of Oct. 2002

Resolved, that Article First of the Certificate of Incorporation be amended to read as follows:

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

3. The number of shares outstanding at the time of the adoption of the amendment was: 1,000 The total number of shares entitled to vote thereon was: 1,000

If the shares of any class or series of shares are entitled to vote thereon as a class, set forth below the designation and number of outstanding shares entitled to vote thereon of each such class or series. (Omit if not applicable).

4. The number of shares voting for and against such amendment is as follows: (If the shares of any class or series are entitled to vote as a class, set forth the number of shares of each such class and series voting for and against the amendment, respectively)

Number of Shares Voting for Amendment	Number of Shares Voting Against Amendment
1,000	0

5. If the amendment provides for an exchange, reclassification or cancellation of issued shares, set forth a statement of the manner in which the same shall be effected. (Omit if not applicable)

6. Other provisions: (Omit if not applicable).

By: /s/ Irvin Witcosky

Irvin Witcosky, President
(Signature)

Dated this 31 day of October, 2002.

May be executed by the Chairman of the Board, *or* the President, *or* a Vice President of the Corporation.

QuickLinks

Exhibit 3.48

BY-LAWS

OF

HBE ACQUISITION CORP.

ARTICLE I.—OFFICES

The principal office of the corporation in the State of New Jersey shall be established and maintained at 280 Midland Ave. Saddle Brook, NJ 07662. The corporation may have such other offices, either within or without the State of incorporation at such place or places as the Board of Directors from time to time appoint or the business of the Corporation may require.

ARTICLE II. MEETING OF STOCKHOLDERS

SECTION 1. ANNUAL MEETINGS.—Annual meetings of stockholders for the election of directors and for such other business as may be stated in the notice of the meeting, shall be held at such place, either within or without the State, and at such time and date as the Board of Directors, by resolution, shall determine and as set forth in the notice of the meeting. In the event the Board of Directors fails to so determine the time, date and place of the meeting, the annual meeting of stockholders shall be held at the registered office of the corporation on

If the date of the annual meeting shall fall upon a legal holiday, the meeting shall be held on the next succeeding business day. At each annual meeting, the stockholders entitled to vote shall elect a Board of Directors and may transact such other corporate business as shall be stated in the notice of the meeting.

SECTION 2. OTHER MEETINGS.—Meetings of stockholders for any purpose other than the election of directors may be held at such time and place, within or without the State , as shall be stated in the notice of the meeting.

SECTION 3. Voting.—Each stockholder entitled to vote in accordance with the terms and provisions of the Certificate of Incorporation and these By-Laws shall be entitled to one vote, in person or by proxy, for each share of stock entitled to vote held by such stockholder, but no proxy shall be voted after three years from its date unless such proxy provides for a longer period. Upon the demand of any stockholder, the vote for directors and upon any questions before the meeting shall be by ballot. All elections for directors shall be decided by plurality vote; all other questions shall be decided by majority vote except as otherwise provided by the Certificate of Incorporation or and laws of the State of New Jersey.

SECTION 4. STOCKHOLDER LIST.—The officer who has charge of the stock ledger of the corporation shall at least 10 days before each meeting of stockholders prepare a complete alphabetically addressed list of the stockholders entitled to vote at the ensuing election, with the number of shares held by each. Said 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 specified, at the place where the meeting is to be held. The list shall be available for inspection at the meeting.

SECTION 5. QUORUM.—Except as otherwise required by law, by the Certificate of Incorporation or by these By-Laws, the presence, in person or by proxy, of stockholders holding a majority of the stock of the corporation entitled to vote shall constitute a meeting, a majority in interest of the stockholders entitled to vote thereat, present in person or by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until the requisite amount of stock entitled to vote shall be present. At any such adjourned meeting at which the requisite amount of stock entitled to vote shall be represented, any business may be transacted which might have been transacted at the meeting as originally noticed; but only those stockholders

entitled to vote at the meeting as originally noticed shall be entitled to vote at any adjournment or adjournments thereof.

SECTION 6. SPECIAL MEETING.—Special meeting of the stockholders, for any purpose, 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 directors or stockholders entitled to vote. Such request shall state the purpose of the proposed meeting.

SECTION 7. NOTICE OF MEETINGS.—Written notice, stating the place, date and time of the meeting, and the general nature of the business to be considered, shall be given to each stockholder entitled to vote thereat at his address as it appears on the records of the corporation, not less than ten nor more than fifty days before the date of the meeting.

SECTION 8. BUSINESS TRANSACTED.—No business other than that stated in the notice shall be transacted at any meeting without the unanimous consent of all the stockholders entitled to vote thereat.

SECTION 9. ACTION WITHOUT MEETING.—Except as otherwise provided by the Certificate of Incorporation, whenever the vote of stockholders at a meeting thereof is required or permitted to be taken in connection with any corporate action by any provisions of the statutes or the Certificate of Incorporation or of these By-Laws, the meeting and vote of stockholders may be dispensed with, if all the stockholders who would have been entitled to vote upon the action if such meeting were held shall consent in writing to such corporate action being taken.

ARTICLE III. DIRECTORS

SECTION 1. NUMBER AND TERM.—The number of directors shall be 2 to 6 . The directors shall be elected at the annual meeting of stockholders and each director shall be elected to serve until his successor shall be elected and shall qualify. The number of directors may not be less than three except that where all the shares of the corporation are owned beneficially and of record by either one or two stockholders, the number of directors may be less than three but not less than the number of stockholders.

SECTION 2. RESIGNATIONS.—Any director, member of a committee or other officer may resign at any time. Such resignation shall be made in writing, and shall take effect at the time specified therein, and if no time be specified, at the time of its receipt by the President or Secretary. The acceptance of a resignation shall not be necessary to make it effective.

SECTION 3. VACANCIES.—If the office of any director, member of a committee or other officer becomes vacant, the remaining directors in office, though less than a quorum by a majority vote, may appoint any qualified person to fill such vacancy, who shall hold office for the unexpired term and until his successor shall be duly chosen.

SECTION 4. REMOVAL—Any director or directors may be removed either for or without cause at any time by the affirmative vote of the holders of majority of all the shares of stock outstanding and entitled to vote, at a special meeting of the stockholders called for the purpose and the vacancies thus created may be filled, at the meeting held for the purpose of removal, by the affirmative vote of a majority in interest of the stockholders entitled to vote.

SECTION 5. INCREASE OF NUMBER.—The number of directors may be increased by amendment of these By-Laws by the affirmative vote of a majority of the directors, though less than a quorum, or, by the affirmative vote of a majority in interest of the stockholders, at the annual meeting or at a special meeting called for that purpose, and by like vote the additional directors may be chosen at such meeting to hold office until the next annual election and until their successors are elected and qualify.

SECTION 6. COMPENSATION.—Directors shall not receive any stated salary for their services as directors or as members of committees, but by resolution of the board a fixed fee and expenses of attendance may be allowed for attendance at each meeting. Nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity as an officer, agent or otherwise, and receiving compensation thereof.

SECTION 7. ACTION 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 prior of such action a written consent thereto is signed by all members of the board, or of such committee as the case may be, and such written consent is filed with the minutes of proceedings of the board or committee.

ARTICLE IV. OFFICERS

SECTION 1. OFFICERS.—The officers of the corporation shall consist of a President, a Treasurer, and a Secretary, and shall be elected by the Board of Directors and shall hold office until their successors are elected and qualified. In addition, the Board of Directors may elect a Chairman, one or more Vice Presidents and such Assistant Secretaries and Assistant Treasurers as it may deem proper. None of the officers of the corporation need be directors. The officers shall be elected at the first meeting of the Board of Directors after each annual meeting. More than two offices may be held by the same person.

SECTION 2. OTHER OFFICERS AND AGENTS.—The Board of Directors may appoint such officers and agents as it may deem advisable, who shall hold their offices for such terms and shall exercise such power and perform such duties as shall be determined from time to time by the Board of Directors.

SECTION 3. CHAIRMAN.—The Chairman of the Board of Directors if one be elected, shall preside at all meetings of the Board of Directors, and he shall have and perform such other duties as from time to time may be assigned to him by the Board of Directors.

SECTION 4. PRESIDENT.—The President shall be the chief executive officer of the corporation and shall have the general powers and duties of supervision and management usually vested in the office of President of a corporation. He shall preside at all meetings of the stockholders if present thereat, and in the absence or non-election of the Chairman of the Board of Directors, at all meetings of the Board of Directors, and shall have general supervision, direction and control of the business of the corporation. Except as the Board of Directors shall authorize the execution thereof in some other manner, he shall execute bonds, mortgages, and other contracts in behalf of the corporation. Except as the Board of Directors shall authorize the execution thereof in some other manner, he shall execute bonds, mortgages, and other contracts in behalf of the corporation, and shall cause the seal to be affixed to any instrument requiring it, and when so affixed the seal shall be attested by the signature of the Secretary or the Treasurer or an Assistant Secretary or an Assistant Treasurer.

SECTION 5. VICE PRESIDENT.—Each Vice President shall have such powers and shall perform such duties as shall be assigned to him by the directors.

SECTION 6. TREASURER.—The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate account of receipt and disbursements in books belonging to the corporation. He shall deposit all moneys and other valuables in the name and to the credit of the corporation in such depositories as may be designated by the Board of Directors.

The Treasurer shall disburse the funds of the corporation as may be ordered by the Board of Directors, or the President, taking proper vouchers for such disbursements. He shall render to the President and Board of Directors at the regular meetings of the Board of Directors, or whenever they may request it, an account of all his transactions as Treasurer and of the financial condition of the corporation. If required by the Board of Directors, he shall give the corporation a bond for the faithful discharge of his duties in such amount and with such surety as the board shall prescribe.

SECTION 7. SECRETARY.—The Secretary shall give, or cause to be given, notice of all meetings of stockholders and directors, and all other notices required by law or by these By-Laws, and in case of his absence or refusal or neglect to do so, any such notice may be given by any person

thereunto directed by the President, or by the directors, or stockholders, upon whose requisition the meeting is called provided in the By-Laws. He shall record all the proceedings of the meetings of the corporation and of directors in a book to be kept for that purpose and shall affix the seal to all instruments requiring it, when authorized by the President, and attest the same.

SECTION 8. ASSISTANT TREASURERS & ASSISTANT SECRETARIES.—Assistant Treasurers and Assistant Secretaries, if any, shall be elected and shall have such powers and shall perform such duties as shall be assigned to them, respectively, by the directors.

ARTICLE V.

SECTION 1. CERTIFICATE OF STOCK.—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 of the corporation, certifying the number of shares owned by him in the corporation. If the corporation shall be authorized to issue more than one class of stock or more than one series of any class, the designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof, and the qualifications, limitations, or restrictions of such preferences and/or rights shall be set forth in full or summarized on the face or back of the certificate which the corporation shall issue to represent such class or series of stock, provided that, there may be set forth on the face or back of the certificate which the corporation shall issue to represent such class or series of stock, a statement that the corporation will furnish without charge to each stockholder who so requests the powers, designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights. 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, the signatures of such officers may be facsimiles.

SECTION 2. LOST CERTIFICATES.—New certificates of stock may be issued in the place of any certificate therefore issued by the corporation, alleged to have been lost or destroyed, and the directors may, in their discretion, require the owner of the lost of destroyed certificate or his legal representatives, to give the corporation a bond, in such sum as they may direct, not exceeding double the value of the stock, to indemnify the corporation against it on account of alleged loss of any such new certificate.

SECTION 3. TRANSFER OF SHARES.—The shares of stock of the corporation shall be transferable only upon its books by the holders thereof in person or by their duly authorized attorneys or legal representatives, and upon such transfer the old certificates shall be surrendered to the corporation by the delivery thereof to the person in charge of the stock and transfer books and ledgers, or to such other persons as the directors may designate, by whom they shall be cancelled, and new certificates shall thereupon be issued. A record shall be made of each transfer and whenever a transfer shall be made for collateral security, and not absolutely, it shall be so expressed in the entry of the transfer.

SECTION 4. STOCKHOLDERS RECORDS DATE.—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 or 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 not be more than sixty nor less then ten days before the day 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.

SECTION 5. DIVIDENDS.—Subject to the provisions of the Certificate of Incorporation the Board of Directors may, Out of funds legally available therefor at any regular or special meeting, declare dividends upon the capital stock of the corporation as and when they deem expedient. Before declaring any dividends there may be set apart out of any funds of the corporation available for dividends, such sum or sums as the directors from time to time in their discretion deem proper working capital or as a reserve fund to meet contingencies or for equalizing dividends or for such other purposes as the directors shall deem conducive to the interests of the corporation.

SECTION 6. SEAL.—The corporate seal shall be circular in form and shall contain the name of the corporation, the year of its creation and the words "CORPORATE SEAL STATE *OF NEW JERSEY* ". Said seal may be used by causing it or a facsimile thereof to be impressed or affixed or otherwise reproduced.

SECTION 7. FISCAL YEAR.—The fiscal year of the corporation shall be determined by resolution of the Board of Directors.

SECTION 8. CHECKS.—All checks, drafts, or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the corporation shall be signed by officer or officers, agent or agents of the corporation, and in such manner as shall be determined from time to time by resolution of the Board of Directors.

SECTION 9. NOTICE AND WAIVER OF NOTICE.—Whenever any notice is required by these By-Laws to be given, personal notice is not meant unless expressly stated, and any notice so required shall be deemed to be sufficient if given by depositing the same in the United States mail, postage prepaid, addressed to the person entitled thereto at his address as it appears on the records of the corporation, and such notice shall be deemed to have been given on the day of such mailing. Stockholders not entitled to vote shall not be entitled to receive notice of any meetings except as otherwise provided by statute.

Whenever any notice whatever is required to be given under the provisions of any law, or under the provisions of the Certificate of Incorporation of the corporation or 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 proper notice.

ARTICLE VI.—AMENDMENTS

These By-Laws may be altered and repealed, and By-Laws may be made at any annual meeting of stockholders or at any special meeting thereof if notice thereof is contained in the notice of such special meeting by the affirmative vote of a majority of the stock issued and outstanding or entitled to vote thereat, or by the regular meeting of the Board of Directors, if notice of such special meeting by the affirmative vote of a majority of the stock issued and outstanding or entitled to vote thereat, or by the regular meeting of the Board of Directors, if notice thereof is contained in the notice of such special meeting.

QuickLinks

Exhibit 3.49

ARTICLES OF MERGER OF

HENRY BROS. ELECTRONICS, INC.
a Virginia corporation

AND

CIS SECURITY SYSTEMS CORPORATION,
a Virginia corporation

The undersigned corporations, pursuant to Title 13.1. Chapter 9, Article 12 of the Code of Virginia, hereby execute the following articles of merger and set forth:

ONE

The Plan of Merger, duly approved in the manner prescribed by the law of each of the undersigned corporations' jurisdiction, and pursuant to which Henry Bros. Electronics. Inc., a corporation incorporated and organized under the laws of the Commonwealth of Virginia ("*Corporation One*"), shall be merged with and into CIS Security Systems Corporation, a corporation incorporated and organized under the laws of the Commonwealth of Virginia (*"Corporation Two"*), is attached as Exhibit A herein.

TWO

The plan of Merger was adopted on May 13, 2008, by unanimous consent of the Board of Directors and the sole shareholder of corporation One , and on May 15, 2008, by unanimous consent of the Board of Directors and sole shareholder of Corporation Two, as required by Title 13.1, Chapter 9, Article 12 of the Code of Virginia.

THREE

The surviving corporation pursuant to the Plan of Merger shall be Corporation Two, a corporation incorporated and organized under the laws of the Commonwealth of Virginia.

FOUR

The name of Corporation Two, the surviving corporation, shall be changed to Henry Bros. Electronics, Inc.

The undersigned officers declare that the facts herein stated are true as of this 15th day of May, 2008.

CIS SECURITY SYSTEMS CORPORATION

By: /s/ Brian Reach

Brian Reach, President

HENRY BROS. ELECTRONICS, INC.

By: /s/ Brian Reach

Brian Reach, President

AGREEMENT AND PLAN OF MERGER

BETWEEN

CIS SECURITY SYSTEMS CORPORATION

AND

HENRY BROS. ELECTRONICS.
(Virginia)

This Agreement and plan of Merger (this "Agreement") is dated this 15th day of May, 2008, by and between CIS Security Systems Corporation, a Virginia corporation ("CIS") and Henry Bros. electronics, Inc., a Virginia corporation ("Henry Bros. Virginia").

WHEREAS, the board of directors of each of the CIS and Henry Bros. Virginia deems it advisable, upon the terms and subject to the conditions herein stated, that the Henry Bros. Virginia be merged with an into CIS, and that CIS be the surviving corporation (the "Merger").

WHEREAS, HENRY Bros. Electronics, Inc., a Delaware corporation, as the sole shareholder of the common stock, $1.00 par value per share, of CIS ("CIS Common Stock"), and as the sole shareholder of the common stock, $.01 par value per share of Henry Bros. Colorado ("Henry Bros. Virginia Common Stock") has approved the Merger.

WHEREAS, the Virginia Stock Corporation ct authorizes the merger of two corporations, and

WHEREAS, Henry Bros. Virginia desires to merge into CIS which will be the surviving corporation (the "Survivor") of the merger,

NOW THEREFORE, the parties hereto, in consideration of the mutual covenants, agreements and provisions hereinafter contained, do hereby agree upon and prescribe the terms and conditions of such merger and the mode of carrying it into effect, as follows:

ARTICLE I

MERGER AND SURVIVING CORPORATION

1.1 *The Merger.* Upon the terms and subject to the conditions hereof and in accordance with the provisions pertaining to the merging corporations contained in the Virginia Stock Corporation Act upon the filing of all required documents with the Virginia State Corporation Commission (the "*Effective Time*"), or any such time as may be required by the Virginia State Corporation Commission, Henry Bros. Virginia shall be merged with and into CIS (the "*Merger*").

1.2 *Surviving Corporation.* CIS shall be the Survivor of the Merger, and, at the Effective Time (as hereinafter defined), the separate existence of Henry Bros. Virginia shall cease.

ARTICLE II

TERMS, CONDITIONS AND EFFECTS OF MERGER

2.1 *Articles of Incorporation.* The Articles of Incorporation of CIS as in effect immediately prior to the Effective Time shall be the Articles of Incorporation of the Survivor and may be amended from time to time after the Effective Time as provided by Virginia law; provided, however, the Articles of Incorporation of CIS shall be amended to change the name of CIS to Henry Bros. Electronics, Inc.

2.2 *Bylaws.* The Bylaws of CIS as in effect immediately prior the Effective Time shall be the Bylaws of the Survivor, and shall not be amended by the Merger.

2.3 *Directors and Officers.* The directs and officers of CIS immediately prior to the Effective Time shall continue to be the directors and officers of the Survivor until their respective successors shall have been elected and qualified as provided by the bylaws of the Survivor and Virginia law.

2.4 *Approval by Shareholders.* This Agreement was adopted by unanimous consent of the shareholders of CIS and Henry Bros. Virginia.

2.5 *Further Action.* Henry Bros. Virginia hereby agrees, as and when requested by the Survivor, to execute and deliver or cause to be executed and delivered all such documents, deeds and instruments and to take or cause to be taken such further or other action as the Survivor may deem necessary or desirable in order to vest in and confirm to the Survivor title to and possession of any property of Henry Bros. Virginia acquired or to be acquired by reason of as a result of the Merger and otherwise to evidence or carry out the intent and purposes hereof.

2.6 *Effects of Merger.* (a) At the Effective Time, all the property, rights, privileges, franchises, patents, trademarks, licenses, registration, choses in action, and other assets of every kind and description of Henry Bros. Virginia shall, to the extent permitted by law, transfer to, vest in and devolve upon the Survivor without further act or deed. (b) All liens upon the property of Henry Bros. Virginia and all rights of creditors of Henry Bros. Virginia shall be preserved unimpaired as the liens upon the property and obligations of the Survivor, including without limitation, the rights of insurance policyholders and certificate holders, and all debts, liabilities and duties of Henry Bros. Virginia shall become the debts, liabilities and duties of the Survivor and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by the Survivor. (c) All appointments heretofore made, and in effect as of the Effective Time, by Henry Bros. Virginia of persons to act as its licensed agents are hereby ratified and accepted as its own by the Survivor, effective as of the Effective Time. The Survivor shall be bound by the acts of said agents in the same manner and in the same degree as was Henry Bros. Virginia.

ARTICLE III

TREATMENT OF SHARES

3.1 *CIS Common Stock.* Each issued and outstanding share of CIS Common Stock shall not be affected by the Merger, and shall continue to be outstanding at and after the Effective Time without any change and shall continue as a share of the Survivor.

3.2 *Henry Bros. Virginia Common Stock.* At the Effective Time, the issued and outstanding shares of Henry Bros. Virginia Common Stock shall not be converted in any manner, but each said share which is issued as of the effective date of the merger shall be surrendered and extinguished.

ARTICLE IV

MISCELLANEOUS

4.1 *Termination.* Notwithstanding anything to the contrary in this Agreement, this Agreement may be terminated at any time before the Effective Time by the mutual consent of the Boards of' Directors of Henry Bros. Virginia and CIS or by the unilateral action of either of these Boards, if the terminating Board determines, in its sole discretion, that the consummation of the Agreement is for any reason, inadvisable. Neither Henry Bros. Virginia nor CIS shall have any liability to any other person by reason of the termination of this Agreement.

4.2 *Governing Law.* This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia without regard to the principals of conflict of laws.

4.3 *Amendment.* Anything herein or elsewhere to the contrary notwithstanding, to the extent permitted by law, this Agreement may be amended, supplemented or interpreted at any time by action taken by the respective Boards of Directors of CIS and Henry Bros. Virginia and in the case of an interpretation, the actions of such Boards shall be binding.

4.4 *Binding Agreement.* This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

4.5 *Counterparts.* This Agreement may be executed in one or more counterparts each of which shall be deemed an original but all of which together shall be deemed on and the same agreement.

(remainder of page intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers on the date first written above.

CIS SECURITY SYSTEMS CORPORATION

By: /s/ Brian Reach

Name: Brian Reach
Title: President and Secretary

HENRY BROS. ELECTRONICS, INC.

By: /s/ Brian Reach

Name: Brian Reach
Title: President

0355516-6

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

AT RICHMOND, MAY 28, 2008

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

Henry Bros. Electronics, Inc.

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

CERTIFICATE OF MERGER

be issued and admitted to record with the articles of merger in the Office of the Clerk of the Commission, effective May 28, 2008. Each of the following:

Henry Bros. Electronics, Inc.

is merged into Henry Bros. Electronics, Inc (formerly CIS SECURITY SYSTEMS CORPORATION) which continues to exist under the laws of VIRGINIA with the name Henry Bros. Electronics, Inc., and the separate existence of each non-surviving entity ceases.

STATE CORPORATION COMMISSION

By /s/

Commissioner

ARTICLES OF MERGER

The undersigned corporations, pursuant to Section 13.1-720 of the Code of Virginia hereby execute the following Articles of Merger:

ONE

The plan of merger is as follows: See attached plan.

TWO

As to William Systems, Inc., the Board of Directors approved the foregoing plan at a meeting on April 4, 1990, and the foregoing plan of merger was adopted by the sole stockholder at a meeting on April 4, 1990, waiving notice of the time, place, and purpose of the meeting.

As to CIS Security Systems Corporation, the Board of Directors approved the foregoing plan at a meeting on April 4, 1990, and the foregoing Plan of Merger was adopted by the sole stockholder at a meeting on April 4, 1990, waiving notice of the time, place, and purpose of the meeting.

THREE

Resolved, that the name of Williams Systems, Inc. the surviving corporation, shall be changed to CIS Security Systems Corporation.

FOURTH

As to each corporation, the number of shares outstanding, the number and designation of the shares of any class or series entitled to vote as a class and the number of shares voted for and against the plan were:

WILLIAMS SYSTEMS, INC.

Class:	Number of Shares Outstanding
Common	100

CIS SECURITY SYSTEMS CORPORATION

Class:	Number of Shares Outstanding
Common	5,000
Total shares, all classes voted:	FOR: 100 AGAINST: -0-

IN WITNESS WHEREOF, each of the corporations has caused these articles to be executed in its name by its President and its Secretary, this 18th day of May, 1990

WILLIAMS SYSTEMS, INC.

By: /s/ Jim Williams

President

/s/ Deborah Williams

Secretary

CIS SECURITY SYSTEMS CORPORATION

By: /s/ Jim Williams

President

/s/ Saul R. Pearlman

Secretary

EXHIBIT A

PLAN OF MERGER

CIS SECURITY SYSTEMS CORPORATION

INTO

WILLIAM SYSTEMS, INC.

PLAN AND AGREEMENT OF MERGER (hereinafter called "this agreement"), dated as of April 5, 1990, by and between William Systems, Inc. (hereinafter called "Williams"), a Virginia corporation and CIS SECURITY SYSTEMS CORPORATION (hereinafter called "CIS"), a Texas corporation, said corporations being hereafter sometimes collectively referred to as the "Constituent Corporations."

WITNESSETH:

WHEREAS, Williams is a corporation duly organized and existing under the laws of the State of Virginia, having been incorporated on March 9, 1990, and CIS is a corporation duly organized and existing under the laws of the State of Texas, having been incorporated on December 10, 1988; and

WHEREAS, the authorized capital stock of Williams consists of 5,000 shares of Common Stock, of which 100 shares have been issued, of which 100 shares are outstanding and -0- shares are held by the corporation as Treasury Stack;

WHEREAS, the authorized capital stock of CIS consists of 200,000 shares of Common Stock, of which 15,100 shares have been issued, of which 5,000 shares are outstanding and 10,100 shares are held by the Corporation as Treasury Stock; and

WHEREAS, the Board of Directors of the Constituent Corporations deem it advisable for the general welfare and advantage of the Constituent Corporations and their respective shareholders that the Constituent Corporations merge into a single corporation pursuant to this Agreement, and the Constituent Corporations respectively desire to so merge pursuant to this Agreement and pursuant to the applicable provisions of the laws of the State of Virginia and the State of Texas.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements herein contained, the parties hereby agree, in accordance with the applicable provisions of the laws of the State of Virginia and the State of Texas that the Constituent Corporations shall be merged into a single corporation, to-wit: Williams a Virginia corporation, one of the Constituent Corporations, which is a new corporation, and which shall continue its corporate existence and be the corporation surviving the merger (said corporation hereafter being sometimes called the "Surviving Corporation"), and the terms and conditions of the merger hereby agreed upon (hereafter called the "Merger") which the parties covenant to observe, keep and perform and the mode of carrying the same into effect are and shall be as hereafter set forth:

ARTICLE I

Effective Time of the Merger

At the effective time of the Merger, the separate existence of CIS shall cease and CIS shall be merged into the Surviving Corporation. Consummation of this Agreement for accounting purposes shall be effected on May 1, 1990.

ARTICLE II

The Bylaws of Williams at the effective time of the merger shall be the Bylaws of the Surviving Corporation until same shall be altered or amended in accordance with the provisions thereof.

ARTICLE III

Directors and Officers

The directors of Williams at the effective time of the merger shall be the directors of the Surviving Corporation until their respective successors are duly elected and qualified. Subject to the authority of the Board of Directors as provided by law and the Bylaws of the Surviving Corporation, the officers of Williams at the effective time of the Merger shall be the officers of the Surviving Corporation.

ARTICLE IV

The name of the Surviving Corporation shall be changed to CIS Security Systems Corporation.

ARTICLE V

Conversion of Shares in the Merger

The mode of carrying into effect the Merger provided in this Agreement, and the manner and basis of converting the shares of the Constituent Corporations into shares of the Surviving Corporation arc as follows:

1. Williams Common Stock. None of the shares of Common Stock of Williams issued at the effective time of the merger shall be converted as a result of the Merger, but shall remain as Common Shares of the Surviving Corporation without change.

2. CIS Common Stock. At the effective time of the Merger, each one hundred share of Common Stock of CIS issued and outstanding shall be converted into and become ten shares of Common Stock of the Surviving Corporation and each individual holder of outstanding Common Stock of CIS upon surrender to the Surviving Corporation of one or more stock certificates for Common Stock of CIS for cancellation, shall be entitled to receive one or more stock certificates for the full number of shares of Common Stock of the Surviving Corporation into which the Common Stock of CIS so surrendered shall have been converted as aforesaid together with any dividends on Common Stock of the Surviving Corporation as to which the payment data shall have occurred on or prior to the date of the surrender of said shares.

3. Surrender of CIS Common Stock. As soon as practicable after the Merger becomes effective, the stock certificates representing 5,000 issued and outstanding and held by the individual Stockholders at the time the Merger becomes effective shall be surrendered for exchange to the Surviving Corporation as above provided. Until so surrendered for exchange, each such stock certificate nominally representing Common Stock of CIS shall be deemed for all corporate purposes (except the payment of dividends, which shall be subject to the exchange of stock certificates as provided) to evidence the ownership of the number of shares of Common Stock of the Surviving Corporation which the holder thereof would be entitled to receive upon its surrender to the Surviving Corporation.

4. Status of Converted Stock. All shares of Common Stock of the Corporation into which shares of Common Stock of CIS are converted as herein provided shall be fully paid and nonassessable and shall be issued in full satisfaction of all rights pertaining to such shares of Common Stock of CIS.

ARTICLE VI

Effect of the Merger

At the effective time of the merger, the Surviving Corporation shall succeed to, without other transfer, and shall possess and enjoy, all the rights, privileges, immunities, powers and franchises both of a Public and private nature, and be subject to all the restrictions, disabilities and duties of each of the Constituent Corporations, and all the rights, privileges, immunities, powers and franchises of each of the Constituent Corporations and all property, real, personal and mixed, and all debts clue to either of said Constituent Corporations and all property, real personal and mixed, and all debts due to either of said Constituent Corporations on whatever account, for stock subscriptions as well as for all other things in action or belonging to each of the said corporations, shall be vested in the Surviving Corporation; and all property, rights, privileges, immunities, powers and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of the respective Constituent Corporations, and the title to any real estate vested by deed or otherwise in either of said Constituent Corporations shall not revert or be in any way impaired by reason of the Merger; provided, however, that all the rights of creditors and all liens upon any property of either of said Constituent Corporations shall be preserved unimpaired, limited in lien to the property affected by such liens at the effective time of the Merger, and all debts, liabilities and duties of said Constituent Corporations, respectively, shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by the Surviving Corporation.

ARTICLE VII

Neither corporation shall, prior to the effective date of the merger, engage in any activity or transaction other than in the ordinary course of business, except as contemplated by the agreement.

ARTICLE VIII

Approval of Shareholders; Filing of Certificate of Merger

This agreement shall be submitted to the Shareholders of each of the Constituent Corporations as provided by law and their respective certificates of incorporation at meetings which shall be held on April 4, 1990, or such other date as the Boards of Directors of the Constituent Corporations shall mutually approve. After such adoption and approval, and subject to the conditions contained in this Agreement, an Article of Merger shall be signed, verified and delivered to the State Corporation Commission of the Commonwealth of Virginia and to the Secretary of State of the State of Texas.

ARTICLE IX

Additional Agreements

The Constituent Corporations further agree as follows:

1. This merger is pursuant to Title 26 U.S. Code Section 368(A)(l)(B) (26 USCS Section 368(A)(1)(B)) which is intended to be a tax-free merger under the laws of the United Sates of America, the State of Virginia, and State of Texas.

2. If at any time the Surviving Corporation shall consider or be advised that any further assignment or assurance in law or other action is necessary or desirable to vest, perfect or confirm of record or otherwise, in the surviving Corporation, the title to any property or rights of CIS acquired or to be acquired by or as a result of the Merger, the proper officers and directors of CIS and the Surviving Corporation, respectively, shall be and they hereby are severally and fully authorized to execute and deliver such proper deeds, assignments and assurances in law and take such other action as may be necessary or proper in the name of CIS or the Surviving Corporation to vest, perfect, or confirm title to such other property or rights in the Surviving Corporation and otherwise carry out the purposes of this Agreement.

IN WITNESS WHEREOF, this agreement has been signed by all of the directors of each of the constituent Corporations and each of the Constituent Corporations has caused its corporate seal to be hereunto affixed and attested by the signature of its Secretary or an Assistant Secretary, all as of the day and year first above written.

WILLIAMS SYSTEMS, INC.

ATTEST:

/s/ Saul R. Pearlman

Secretary

ALL OF THE DIRECTORS OF WILLIAMS SYSTEMS, INC.

/s/ James R. Williams Jr.

Secretary

CIS SECURITY SYSTEMS CORPORATION

ATTEST:

/s/ Saul R. Pearlman

Secretary

ALL OF THE DIRECTORS OF CIS SECURITY SYSTEMS CORPORATION

/s/ James R. Williams, Jr.

COMMONWEALTH OF VIRGINIA
STATE CONFIRMATION

June 6, 1990

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

CIS SECURITY SYSTEMS CORPORATION (A TX
CORPORATION NOT QUALIFIED IN VA)

to comply with the requirements of law. Therefore, it is ORDERED that this

CERTIFICATE OF MERGER

be issued and admitted to record with the articles in the office of the Clerk of the Commission.

CIS SECURITY SYSTEMS CORPORATION (A TX
CORPORATION NOT QUALIFIED IN VA)

Are merged into CIS Security Systems Corporation (formerly WILLIAMS SYSTEMS, INC.), which will continue to be a corporation existing under the laws of the State of VIRGINIA with the corporate name CIS Security Systems Corporation. The Existence of all non-surviving corporations will cease, according to the plan of merger.

The certificate is effective on June 6, 1990.

STATE CORPORATION COMMISSION

By /s/

Commissioner

ARTICLES OF INCORPORATION
OF

WILLIAMS SYSTEMS, INC.

The undersigned person, pursuant to Chapter 9 of Title 13.1 of the Code of Virginia, hereby executes the following Articles of Incorporation and sets forth:

FIRST: The name of the Corporation is:

Williams Systems, Inc.

SECOND: The number and class of shares the Corporation is authorized to issue is 5,000 shares which shall be classified as Common Stock at par value of $1.00 per share.

THIRD: The post office address of the initial registered office is 8538 E&F Terminal Road, Newington, Virginia, 22122, and P.O. Box 908, Newington, Virginia, 22122, which is located in the County of Fairfax.

FOURTH: The name of the Initial registered agent is James R. Williams, Jr. who is a resident of Virginia and an initial Director of the Corporation.

FIFTH: The number of Directors which shall constitute the full Board of Directors shall be fixed by the By-Laws, and in the absence of a By-Law fixing the number of Directors, the number shall be one (l). The entire Board of Directors shall be elected annually by majority vote of the outstanding shares of Common Stock of the Corporation, each outstanding share shall be entitled to one (1) vote. The number of Directors constituting the initial Board of Directors is one (1), and the name and the mailing address of the person who is to serve as Director until the first annual meeting of the shareholders or until their successors are elected and qualified is:

James R. Williams, Jr.
8538 E&F Terminal Road
Newington, VA 22122

SIXTH: The name of the incorporator of this Corporation is Saul R. Pearlman.

/s/ Saul R. Pearlman

Saul R. Pearlman

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

MARCH 9, 1990

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

WILLIAMS SYSTEMS, INC.

to comply with the requirements of law, and confirms payment of all related 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 March 9, 1990.

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/

Commissioner

QuickLinks

Exhibit 3.50

BY-LAWS OF

WILLIAMS SYSTEMS CORPORATION

ARTICLE I

OFFICES

The principal office of the corporation in the Commonwealth of Virginia shall be located at 8538 E & F Terminal Road, P.O. Box 908 Newington, Virginia, in the County of Fairfax. The Corporation may also have offices in such other places either within or without the Commonwealth of Virginia as the Board of Directors may from time to time designate or as the business of the Company may require.

ARTICLE II

SEAL

The Seal of the Corporation shall be circular in form and shall have the name of the Corporation on the circumference and the words and numerals "Corporate Seal 1990, Commonwealth of Virginia" in the center.

ARTICLE III

STOCKHOLDERS

Section 1.. Annual Meeting. The annual meeting of the stockholders may be held at the principal office of the Corporation within the Commonwealth of Virginia or at such other place, within or without the Commonwealth of Virginia, as may from time to time be designated by the Board of Directors and stated in the notice of meeting and shall be held on the 3rd of December, commencing in 1990, and in each year thereafter, for the election of Directors and for the transaction of such other business as may be brought before the meeting, or if such day shall be a legal holiday, then the meeting shall be held on the next business day thereafter.

Section 2. Special Meetings. Special Meetings of the stockholders shall be held whenever called by the President, by the Secretary at the direction of the Board of Directors or by stockholders holding at least $^{1}/_{10}$ of the number of shares of Capital Stock entitled to vote then outstanding, and the meeting shall be held at such place as stated in the notice of meeting.

Section 3. Notice of Meeting. Written or printed notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) nor more than sixty (60) days before the date of the meeting, either personally or by mail, by or at the direction of the president or the secretary, or the officer or persons calling the meeting, to each stockholder of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the stockholder at his address as it appears on the stock transfer books of the corporation, with postage thereon prepaid.

Section 4. Quorum. At any meeting of stockholders, a majority of the outstanding shares of the corporation entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of stockholders. If less than said number of the outstanding shares are represented at a meeting, a majority of the shares so represented may adjourn the meeting from time to time without further notice. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified. The

stockholders present at a duly organized meeting nay continue to transact business until adjournment, notwithstanding the withdrawal of enough stockholders to leave less than a quorum.

Section 5. Proxies. Stockholders may vote either in person or by proxy, but no proxy which is dated more than eleven months before the meeting at which it is offered shall be accepted unless such proxy shall on its face name a longer period for which it is to remain in force. Every proxy shall be in writing subscribed by a shareholder, or by his duly authorized attorney, and shall be dated, but need not be sealed, witnessed or acknowledged.

Section 6. Voting. At every meeting of the stockholders, every stockholder of the Corporation shall be entitled to one vote in person or by proxy for each share of voting stock registered in his name on the books of the Corporation on the date for the determination of voting rights hereinafter provided, however, that no share shall be voted by any stockholder if any installment duly called thereon shall be overdue and unpaid. Upon demand of stockholders holding ten percent (10%) of the shares present in person or proxy and entitled to vote, the votes for Directors, or upon any question before a meeting, shall be by ballot; and except in cases in which it is by statute, by the Certificate or by these By-Laws otherwise provided, a majority of the votes cast shall be sufficient to elect and pass any measure.

Section 7. Conduct of the Meetings. The President shall preside over all meetings of the stockholders. If he is not present, any Vice-President shall preside. If none of such officers are present, a Chairman shall be elected by the meeting. The Secretary of the Corporation shall act as Secretary of all meetings if he is present. If he is not present, the Chairman shall appoint a Secretary of the melting.

Section 8. Informal Action by Stockholders. Unless otherwise provided by law, any action required to be taken at a meeting of the shareholders, or any other action which may be taken at a meeting of the shareholders, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

ARTICLE IV

DIRECTORS

Section 1. General Powers. The business and affairs of the corporation shall be managed by its Board of Directors. The Directors shall in all cases act as a Board, and they may adopt such rules and regulations for the conduct of their meetings and the management of the corporation, as they may deem proper, not inconsistent with these by-laws and the laws of the Commonwealth of Virginia.

Section 2. Number, Tenure and Qualifications. The number of Directors of the corporation shall be one (1). Each Director shall hold office until the next annual meeting of stockholders and until his successor shall have been elected and qualified. This number may be increased or decreased at any time by amendment of these by-laws, but the number fixed shall not be less than one (1).

Section 3. Meetings. The annual meeting of the Board of Directors, of which no notice shall be necessary, shall be held immediately following the annual meeting of the stockholders for the purpose of the organization of the Board and for the transaction of such other business as may be conveniently and properly brought before such meeting. Regular meetings of the Board of Directors may be established by a resolution by the Board.

Section 4. Special Meetings. Special meetings of the Directors shall be held without other notice than this by-law may be called by or at the request of the president of any two Directors. The person or persons authorized to call special meetings of the Directors may fix the place for holding any special meeting of the Directors called by them.

Section 5. Notice. Notice of any special meeting shall be given at least two (2) days previously thereto by written notice delivered personally, or by telegram or mailed to each Director at his business address. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. The attendance of a Director at a meeting shall constitute a waiver of notice of such meetings.

Section 6. Quorum. A majority of the Board of Directors shall be necessary and sufficient to constitute a quorum for the transaction of business at every meeting of the Board of Directors; but if at any meeting there be less than a quorum present, a majority of those present may adjourn the meeting from time to time, but not for a period of over thirty (30) days at any one time, without notice other than announcement at the meeting, until a quorum shall attend. At any 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.

Section 7. Removal. At any meeting of the stockholders called for the purpose, any Director may, by vote of a majority of all the shares of stock outstanding and entitled to vote, be removed from office, with or without cause, and another may be appointed in the place of the person so removed to serve for the remainder of his ten. One or more of the Directors may be removed for cause by the Board of Directors.

Section 8. Newly Created Directorships and Vacancies. Newly created directorships resulting from an increase in the number of Directors and vacancies occurring in the Board for any reason except the removal of Directors without cause may be filled by a vote of a majority of the Directors then in office, although less than a quorum exists. Vacancies occurring by reason of the removal of Directors without cause shall be filled by vote of the stockholders. A Director elected to fill a vacancy caused by resignation, death or removal shall be elected to hold office for the unexpired ten of his predecessor.

Section 9. Compensation. Directors, as such, shall not receive any stated compensation for their services, but by resolution of the Board of Directors, a fixed sum and expenses of attendance, if any, may be allowed for attendance at any regular or special meeting thereof. Nothing in this Section shall be construed to preclude a Director from serving the Corporation in any other capacity and receiving compensation therefor.

Section 10. Committees. The Board of Directors may appoint from among its members, an Executive Committee and such other committees as the Board may determine, each consisting of two, or more members, with such power, duties and authority as may be provided by resolution adopted by a majority of the Board.

Section 11. Resignation. A Director may resign at any time by giving written notice to the Board, the president or the secretary of the corporation. Unless otherwise specified in the notice, the resignation shall take effect upon receipt thereof by the Board of such Officer, and the acceptance of the resignation shall not be necessary to make it effective.

Section 12. Presumption of Assent. A Director of the corporation who is present at a meeting of the Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the secretary of the corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

Section 13. Informal Action. Any action which is required to be taken, or which may be taken, at a meeting of the directors of the Corporation may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors entitled to vote with respect to the subject matter thereof.

ARTICLE V

OFFICERS

Section 1. Number. The officers of the corporation shall be a president, a vice president, a secretary and a treasurer, each of whom shall be elected by the Directors. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the Directors. Any officer may hold more than one office except that the same person shall not be President and Secretary, provided, however, that if the Corporation has only one stockholder, such stockholder may hold all the offices.

Section 2. Election and Term of Office. The officers of the corporation to be elected by the Directors shall be elected annually at the first meeting of the Directors held after each annual meeting of the stockholders. Each officer shall hold office until his successor shall have been duly elected and shall have qualified or until his death or until he shall resign or shall have been removed in the manner hereinafter provided.

Section 3. President. The president shall be the principal executive officer of the corporation and, subject to the control of the Directors, shall in general supervise and control all of the business and affairs of the corporation. He shall, when present, preside at all meetings of the stockholders and of the Directors. He may sign, with the secretary or any other proper officer of the corporation thereunto authorized by the Directors, certificates for shares of the corporation, any deeds, mortgages, bonds, contracts, or other instruments which the Directors have authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Directors or by these by-laws to some other officer or agent of the corporation, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of president and such other duties as may be prescribed by the Directors from time to time.

Section 4. Vice President. In the absence of the president or in event of his death, inability or refusal to act, the vice president 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 president shall perform such other duties as from time to time may be assigned to him by the president or by the Directors.

Section 5. Secretary. The secretary shall keep the minutes of the stockholders' and of the Directors' meetings in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of these by-laws or as required, be custodian of the corporate records and of the seal of the corporation and keep a register of the post office address of each stockholder which shall be furnished to the secretary by such stockholder, have general charge of the stock transfer books of the corporation and in general perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him by the president or by the Directors.

Section 6. Treasurer. If required by the Directors, the treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Directors shall determine. He shall have charge and custody of and be responsible for all funds and securities of the corporation; receive and give receipts for monies due and payable to the corporation from any source whatsoever, and deposit all such monies in the name of the corporation in such banks, trust companies or other depositories as shall be selected in accordance with these by-laws and in general perform all of the

duties incident to the office of treasurer and such other duties as from time to time may be assigned to him by the president or by the Directors.

Section 7. Compensation. The Officers shall receive such compensation as may be determined by the Board of Directors.

Section 8. Removal, Vacancies. The Board of Directors shall have power to remove any officer with or without cause, and such action shall be conclusive on the officer so removed. The Board may authorize any officer to remove subordinate officers. All vacancies occurring among any of the officers may be filled by the Board and the Board of Directors, in its discretion, by the vote of a majority of the whole Board, may leave unfilled for any such period as it may fix by resolution any office except those of President, Secretary and Treasurer.

ARTICLE VI

CAPITAL STOCK

Section 1. Certificates for Shares. Certificates representing shares of the corporation shall be in such form as shall be determined by the Directors. Such certificates shall be signed by the president and by the secretary or by such other officers authorized by law and by the directors. All certificates for shares shall be consecutively numbered or otherwise identified. The name and address of the stockholders, the number of shares and date of issue, shall be entered on the stock transfer books of the corporation. All certificates surrendered to the corporation for transfer shall be cancelled and no new certificate shall be issued until the former certificate for a like number of shares shall have been surrendered and cancelled, except that in case of a lost, destroyed or mutilated certificate a new one may be issued therefor upon such terms and indemnity to the corporation as the Directors may prescribe.

Section 2. Transfers of Shares.

(a) 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, and cancel the old certificate; every such transfer shall be entered on the transfer book of the corporation which shall be kept at its principal office.

(b) The corporation shall be entitled to treat the holder of record of any share as the holder in fact thereof, and, accordingly, shall not be bound to recognize any equitable or other claim to or interest in such share on the part of any other person whether or not it shall have express or other notice thereof, except as expressly provided by the laws of the Commonwealth of Virginia.

Section 3. Closing Books of the Corporation Against Transfer of Stock. The Board of Directors may fix a time not exceeding seventy (70) days preceding the date of any meeting of stockholders, any dividends payment date, or the date for the allotment of rights, during which the books of the Corporation shall be closed against the transfer of stock. In lieu of providing for the closing of the books against transfers of stock as aforesaid, the Board of Directors may fix in advance a time not exceeding seventy (70) days preceding the date for the determination of the stockholders entitled to notice of, and to vote at, such meeting, or entitled to receive such dividends or rights, as the case may be, and in that event, only stockholders of record on such date shall be entitled to notice of, or to vote at, such meeting, or to receive such dividends or rights, as the case may be.

Section 4. Mutilated, Lost or Destroyed Certificates. The holder of any certificate representing shares of stock of the Corporation shall immediately notify the Corporation of any mutilation, loss or destruction thereof, and the Board of Directors, may, in its discretion, cause one or more new certificates, for the same number of shares in the aggregate, to be issued to such holder upon the surrender of the mutilated certificate or, in the case of the loss or destruction of the certificate, upon satisfactory proof of such loss or destruction and the deposit of indemnity by way of bond or otherwise in such form and amount and with such sureties or securities as the Board of Directors may require to indemnity the Corporation against loss or liability by reason of the issuance of such new certificates; but the Board of Directors may, in its discretion, refuse to issue such new certificates, save upon the order of some court having jurisdiction.

ARTICLE VII

MISCELLANEOUS

Section 1. Dividends. The Directors may from time to time declare, and the corporation may pay, dividends on its outstanding shares in the manner and upon the terms and conditions provided by law.

Section 2. Negotiable Instruments and Other Evidences of Indebtedness. All checks, drafts, or orders for the payment of money, notes, and other evidences of indebtedness, issued in the name of the Corporation, shall be signed by such person or persons as shall be designated by the Board of Directors.

Section 3. Fiscal Year. The Corporation shall be on a fiscal year ending in December, unless otherwise provided by resolution of the Board of Directors.

Section 4. Books and Records. Original or duplicate stock ledgers, containing the names and addresses of the stockholders and the number of shares held by them respectively shall be kept at the principal office of the Corporation or at its registered office in the Commonwealth of Virginia.

Section 5. Bonds. The Board of Directors may require any officer, agent or employee of the Corporation to give bond to the Corporation for the faithful discharge of his duties, in such amount, on such conditions and with such surety or sureties, as may be required by the Board.

Section 6. Indemnification. The Corporation shall indemnify any and all persons who may serve or have served at any time as directors or officers, or who at the request of the Board of Directors of the Corporation may serve or at any tine have served as directors or officers of another corporation in which the Corporation at such time owned or may own shares of stock or of which it was or may be a creditor, and their respective heirs, administrators, successors, and assigns, against any and all expenses, including amounts paid upon judgments counsel fees, and amounts paid in settlement (before or after suit is commenced), actually and necessarily incurred by such persons in connection with the defense or settlement of any claim, action, suit, or proceeding in which they, or any of them are made parties, or a party, or which may be asserted against them, or any of then, by reason of being or having been directors or officers or a director or officer of the Corporation or of such other corporation, provided, however, that the Corporation's power to make any indemnity shall be limited to such circumstances and procedures as set forth in applicable law. The Corporation shall have the power to make any other or further indemnity, to such officer or director or former officer or director of the Corporation that may be authorized by the Articles of Incorporation or by any By-Law made by the stockholders or any resolution adopted before or after the event by the stockholders except for indemnity against such person's gross negligence or willful misconduct. Such indemnification shall be in addition to any other rights to which any officer or director may be entitled, including any right arising under any insurance policy that may be maintained by the Corporation or others, even as to claims, issues or matters in

relation to which the Corporation would not have the power to indemnify such director or officer under the terms of this section.

Section 7. Waiver. Whenever any notice whatever is required to be given under the provisions of these By-Laws or under the provisions of the Articles of Incorporation or under the provisions of the Code of Virginia, waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE VIII

AMENDMENTS

Section 1. By Stockholders. The stockholders entitled to vote in the election of Directors may at any regular meeting of stockholders or special meeting of stockholders called for that purpose amend or repeal the By-Laws and may adopt new By-Laws.

Section 2. By Directors. The Board of Directors shall have the power to add any provision to or alter or repeal any provision of • these By-Laws and adopt new By-Laws by the vote of a majority of all the Directors at any regular or special meeting of the Board, but any By-Law adopted by the Board may be amended or repealed by the stockholders entitled to vote, and the stockholders may prescribe that any By-Law made by them shall not be altered, amended, or repealed by the Board.

I HEREBY CERTIFY THESE 16 PAGES OF BY-LAWS WERE ADOPTED BY THIS CORPORATION, AT A MEETING OF THE BOARD OF DIRECTORS ON THE 12TH DAY OF March, 1990.

/s/ Deborah Williams

Secretary

QuickLinks

Exhibit 3.50

Exhibit 3.51

ARTICLES OF AMENDMENT TO THE
ARTICLES OF ORGANIZATION
OF CORPORATE SECURITY INTEGRATION, LLC

Pursuant to A.R.S. § 29.633, the undersigned limited liability company adopts the following Articles of Amendment to its Articles of Organization:

FIRST: The name of the limited liability company is:

Corporate Security Integration, L.L.C.

SECOND: The articles of Organization were originally filed with the Arizona Corporation Commission on April 14, 1999.

THIRD: Paragraph One of the articles of Organization of the Company are amended as follows:

The name of the limited liability company is Henry Bros. Electronics, L.L.C.

FOURTH: The Articles of Organization are further amended as follows:

Management of this limited liability company is reserved to the Members. The name and address of each person who is a Member of the limited liability company is:

PhotoScan Systems, Inc.
1511 East Orangethorpe Avenue Suite A
Fullerton, California 92831

FIFTH: The Articles of Organization are further amended as follows:

The name and address of the current statutory agent is:

Marc D. Blonstein
Titus, Brueckner & Berry, P.C.
Scottsdale Centre, Suite B252
7373 North Scottsdale Road
Scottsdale, Arizona 85253-3527

ARTICLES OF ORGANIZATION
OF CORPORATE SECURITY INTEGRATION, LLC
(An Arizona Limited Liability Company)

1. *Name*. The name of the limited liability company is: *Corporate Security Integration LLC*.

2. *Registered Office*. The address of the registered office in Arizona is: *26624 N. 42nd Way, Cave Creek, AZ 85331* located in the County of *Maricopa.*

3. *Statutory Agent*. (In Arizona) The name and address of the statutory agent of the company is: *Robert Garrow 26624 N. 24nd Way, Cave Creek, AZ 85331*.

4. *Dissolution*. The latest date, if any, on which the limited liability company must dissolve is .

5. *Management*.

o Management of the limited liability company is vested in a manager or managers. The names and addresses of each person who is a manager *AND* each member who owns a twenty percent or greater interest in the capital or profits of the limited liability company are:

☒ Management of the limited liability company is reserved to the members. The names and addresses of each person who is a member are:

Robert Garrison

☒ member o manager

Address:
26624 N. 42nd Way
Cave Creek, AZ 85331

☒ member o manager

Address:
4343 St.
Phoenix, AZ

o member o manager

o member o manager

Executed this 13th day of April 1999.

/s/ Robert Garrison

[Signature]

[Signature]

Robert Garrison

[Print Name Here]

[Print Name Here]

Phone (480) 502-0961

Fax (480)502-2872

Acceptance of Appointment by Statutory Agent

I, Robert Garrison , having been designated to act as Statutory Agent, hereby consent to act in that capacity until removed or resignation is submitted in accordance with the Arizona Revised Statutes.

/s/ Robert Garrison

Signature of Statutory Agent

ARTICLES OF AMENDMENT TO THE
ARTICLES OF ORGANIZATION
OF CORPORATE SECURITY INTEGRATION, LLC

Pursuant to A.R.S. § 29.633, the undersigned limited liability company adopts the following Articles of Amendment to its Articles of Organization:

FIRST: The name of the limited liability company is:

Corporate Security Integration, L.L.C.

SECOND: The articles of Organization were filed on April 14, 1999.

THIRD: The articles of Organization are amended as follows:

Management of this limited liability company is reserved to the Members. The name and address of each person who is a Member of the limited liability company is:

Patrick Warner
4241 East Modoc Drive
Phoenix, Arizona 85044

FOURTH: The Articles of Organization are further amended as follows:

The name and address of the current statutory agent is:

Robert Garrison
26624 N. 42nd Way
Cave Creek, Arizona 85331

The name and address of the new statutory agent is:

Marc D. Blonstein
Titus, Brueckner & Berry, P.C.
Scottsdale Centre, Suite B252
7373 North Scottsdale Road
Scottsdale, Arizona 85253-3527

DATED this 30th day of May, 2001.

/s/ Patrick Warner

Patrick Warner

/s/ Robert Garrison

Robert Garrison, former Member

CONSENT

I, Marc D. Blonstein, having been designated to act as Statutory Agent for Corporate Security Integration, L.L.C., hereby consent to act in that capacity until removal or resignation is submitted in accordance with the Arizona Revised Statutes.

DATED this 4th day of June, 2001

/s/ Marc D. Blonstein

Marc D. Blonstein
Attorney at Law
Titus, Brueckner & Berry, P.C.
Scottsdale Centre, Suite B-252
7373 North Scottsdale Road
Scottsdale, Arizona 95253-3527
(480) 483-9600

QuickLinks

Exhibit 3.52

LIMITED LIABILITY COMPANY AGREEMENT
OF
HENRY BROS. ELECTRONICS, L.L.C.

THIS LIMITED LIABILITY COMPANY AGREEMENT of Henry Bros. Electronics, L.L.C., is entered into effective as of the 26th day of May, 2011, by the undersigned Member.

WHEREAS, the Company was formed as a single member limited liability company pursuant to the Certificate, filed April 14, 1999, and amended on June 4, 2001 and November 6, 2002;

WHEREAS, the Company is a direct wholly-owned subsidiary of Henry Bros. Electronics, Inc., a California corporation (the "*Member*"), which is a direct wholly-owned subsidiary of Henry Bros. Electronics, Inc., a Delaware corporation ("*HBE*");

WHEREAS, pursuant to that certain Agreement and Plan of Merger, dated October 5, 2010, by and among the Kratos Defense & Security Solutions, Inc. ("*Kratos*"), HBE, and Hammer Acquisition Inc., a Delaware corporation and a wholly-owned subsidiary of Kratos ("*Merger Sub*"), Merger Sub was merged with and into HBE with HBE surviving as a direct wholly-owned subsidiary of Kratos and the Company surviving as an indirect wholly-owned subsidiary of Kratos (the "*Merger*"); and

WHEREAS, in connection with the completion of the Merger, the Member desires to enter into this Agreement for the purposes and in accordance with the terms and conditions set forth below.

NOW, THEREFORE, the Member, intending to be legally bound, hereby agrees as follows:

Article 1
Definitions

The following capitalized terms, when used in this Agreement, will have the meanings shown below:

"**Act**" means the Arizona Limited Liability Company Act, as amended from time to time (or any corresponding provisions of succeeding law).

"**Agreement**" means this Limited Liability Company Agreement of Henry Bros. Electronics, L.L.C.

"**Certificate**" means the articles of organization filed with the Arizona Corporation Commission pursuant to the Act to form the Company, as originally executed and amended, modified, supplemented or restated from time to time, as the context requires.

"**Company**" means "Henry Bros. Electronics, L.L.C." the entity that is the subject of this Agreement.

Article 2
Formation of Company

2.1 *Name.* The name of the Company is "Henry Bros. Electronics, L.L.C." All business of the Company will be conducted under that name or in such other name as the Member may designate.

2.2 *Principal Place of Business.* The principal place of business of the Company will be 4820 Eastgate Mall, San Diego, CA 92121. The Company may relocate its principal place of business to any other place and may have such other place or places of business as the Member may from time to time deem advisable.

2.3 *Registered Office and Registered Agent.* The address of its registered office in the State of Arizona is 2338 W. Royal Palm Road, Suite J, Phoenix, AZ 85021. The name of its registered agent at such address is Corporation Service Company.

2.4 *Qualification.* The Member will cause the Company to be qualified to do business in each jurisdiction in which such qualification is required.

2.5 *Term.* The term of the Company began on the date the original Certificate was filed and will continue in perpetuity, unless the Company is earlier dissolved in accordance with either this Agreement or the Act.

Article 3
Purpose and General Powers of Company

The purpose of the Company is to carry on any lawful activities that can be carried on by a limited liability company organized under the Act. The Company may exercise all powers necessary to, or reasonably connected with, the Company's purpose that can be legally exercised by limited liability companies under the Act.

Article 4
Member

4.1 *Sole Member.* The Member is the sole member of the Company.

4.2 *Power and Authority to Manage Day to Day Affairs of the Company.* The Member shall have the power to exercise any and all rights or powers granted to the Member pursuant to the express terms of this Agreement and the Act.

4.3 *Action by Member.* The Member may take any actions required or permitted to be taken by it as a Member by executing a writing describing the action.

4.4 *Additional Members.* One (1) or more additional members of the Company may be admitted to the Company with the written consent of the Member.

Article 5
Management

The Company will be managed by the Member. The Member will have the exclusive power and authority to oversee, direct or manage the day-to-day affairs and business of the Company, and the use of assets of the Company in connection with such affairs and business. The Member has the authority to bind the Company.

Article 6
Officers

The Company may have officers who are appointed by the Member.

Article 7
Contributions, Profit, Loss, Allocation, Distributions, Assignment and Transfer.

7.1 *Capital Contributions.* The Member has received one hundred percent (100%) of the membership interests in the Company. The Member shall not be required to make an initial contribution to the Company.

7.2 *Additional Contributions.* The Member may make future capital contributions to the Company in such amounts and as such times as the Member determines in its sole and absolute discretion.

7.3 *Determination of Profits and Losses.* The profits and losses of the Company shall be determined in accordance with the accounting methods followed for federal income tax purposes and otherwise in accordance with sound accounting principles and procedures applied in a consistent manner.

7.4 *Allocations and Distributions.* One hundred percent (100%) of the profits, losses, income and deductions of the Company shall be allocated to the Member. Any elections or other decisions relating to such allocations shall be made by the Member in any manner that reasonably reflects the purpose and intention of this Agreement. From time to time, the Company may distribute to the Member such cash as is available for distribution.

7.5 *Assignments and Transfers.* The Member may transfer or assign in whole or in part its membership interest. When the Member transfers any portion of its membership interest in the Company pursuant to this paragraph, the transferee(s) shall be admitted to the Company upon its or their execution of an amended and restated operating agreement for the Company. Any such admission shall be deemed effective immediately prior to the respective transfer. Immediately following any such admission, any transferor Member, if all of its or their interests have been transferred, shall cease to be a member of the Company.

Article 8
Accounting, Books and Records

8.1 *Accounting Principles.* The Company's books and records will be kept, and its income tax returns prepared, under such permissible method of accounting, consistently applied, as the Member determines is appropriate.

8.2 *Fiscal Year.* The fiscal year of the Corporation shall be fixed by the Member and may be otherwise changed from time to time by resolution of the Member.

8.3 *Records, Audits and Reports.* The Company will maintain complete and accurate records and accounts of all operations and expenditures of the Company.

Article 9
Limitation of Liability

The Member will not be personally liable for any debts, obligations, damages, or liabilities of the Company except as specifically required by law.

Article 10
Indemnification

The Member shall not be liable to the Company, or any other person or entity who has an interest in the Company, for any loss, damage or claim incurred by reason of any act or omission performed or omitted by the Member. No Officer shall be liable to the Company, or any other person or entity who has an interest in the Company, 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. To the fullest extent permitted by applicable law, the Member and each Officer shall be entitled to indemnification from the Company for any loss, damage or claim incurred by the Member or such Officer by reason of any act or omission performed or omitted by the Member or such Officer on behalf of the Company, 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 under this Section 10 shall be provided out of and to the extent of Company assets only and no Member shall have personal liability on account thereof.

Article 11
Dissolution and Termination

11.1 *Dissolution.* The Company will be dissolved upon the first to occur of the following events: (a) the written consent of the Member; (b) the sale or other disposition of all or substantially all of the

assets of the Company other than to the members of the Member; (c) the withdrawal or elimination, at any time, of the last Member so that there are no Members; (d) the entry of a decree of judicial dissolution against the Company under the Act; or (e) the expiration of the term described in paragraph 2.5.

11.2 *Bankruptcy.* The bankruptcy of the Member will not cause the Member to cease to be a member of the Company and upon the occurrence of such an event, the business of the Company shall continue without dissolution.

11.3 *Winding Up, Liquidation and Distribution of Assets.* Upon dissolution, the Member will immediately proceed to wind up the affairs of the Company and will sell or otherwise liquidate all of the Company's assets as promptly as practicable (except to the extent the Member may determine that it is appropriate to distribute any assets to the Member in-kind). The Company will apply the proceeds of sale and the remaining Company assets for the following purposes and in the following order of priority: (a) to pay creditors of the Company, in satisfaction of liabilities of the Company; (b) to establish such reserves as the Member may deem reasonably necessary for contingent or unforeseen obligations of the Company (such amount to be released and distributed at the expiration of such period as the Member deems advisable); and (c) to pay the balance to the Member.

11.4 *Termination.* The Member will comply with any requirements of applicable law pertaining to the winding up of the affairs of the Company and the final distribution of its assets. Upon completion of the winding up, liquidation and distribution of the assets, the Company will be deemed terminated and the Member will file a certificate of cancellation in accordance with the Act. Upon filing the certificate of cancellation, the existence of the Company will cease, except as otherwise provided in the Act.

Article 12
Miscellaneous

12.1 *Governing Law and Venue.* This Agreement will be governed by and construed under the laws of the State of Arizona, without reference to its choice of laws rules.

12.2 *Amendment.* This Agreement may be amended only in a writing signed by the Member.

12.3 *Severability.* If any clause or provision of this Agreement is determined to be illegal, invalid, or unenforceable under present or future laws, the remainder of this Agreement shall not be affected by such determination, and in lieu of each clause or provision that is determined to be illegal, invalid or unenforceable, there shall be added as a part of this Agreement a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

12.4 *Third Party Beneficiaries and Creditors.* None of the provisions of this Agreement will be for the benefit of, or enforceable by any creditors of the Company or by any other persons, except a party hereto.

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This Limited Liability Company Agreement of Henry Bros. Electronics, LLC is executed by the undersigned Member effective as of the date first above written.

"MEMBER":

HENRY BROS. ELECTRONICS, L.L.C.

By: **Henry Bros. Electronics, Inc. (CA), its Member**

By: /s/ Deanna H. Lund

Name: Deanna H. Lund
Title: Executive Vice President and Chief Financial Officer

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Exhibit 3.53

RESTATED CERTIFICATE OF INCORPORATION
OF
HERLEY INDUSTRIES, INC.

It is hereby certified that:

1. (a) The present name of the Corporation (hereinafter called the "Corporation") is Herley Industries, Inc.; (b) The name under which the Corporation was originally incorporated is Herley Microwave Systems, Inc; and the date of filing the original Certificate of Incorporation of the Corporation with the Secretary of State of the State of Delaware is March 17, 1986.

2. The provisions of the Certificate of Incorporation of the Corporation as heretofore amended and/or supplemented, are hereby restated and integrated into the single instrument which is hereinafter set forth, and which is entitled Restated Certificate of Incorporation of Herley Industries, Inc. without Further amendment and without any discrepancy between the provisions of the Certificate of Incorporation as heretofore amended and supplemented and the provisions of the said single instrument hereinafter set forth.

3. The Board of Directors of the Corporation has duly adopted this Restated Certificate of Incorporation pursuant to the provisions of Section 245 of the General Corporation Law of the State of Delaware in the form set forth as follows:

RESTATED
CERTIFICATE OF INCORPORATION OF
HERLEY INDUSTRIES, INC.

1. The name of the Corporation is HERLEY INDUSTRIES, INC.

2. The address of the registered office of the Corporation in Delaware is: 1209 Orange Street, City of Wilmington, County of New Castle, Delaware 19801. The name of the registered agent at such address is: The Corporation Trust Company.

3. 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.

4. The aggregate number of shares which the Corporation shall have the authority to issue is twenty million (20,000,000), consisting of twenty million (20,000,000) shares of Common Stock of the par value often ($.10) cents per share.

The holders of Common Stock shall be entitled to one vote for each share held; the holders of Common Stock shall be entitled to receive such dividends as may be declared from time to time by the Board of Directors; and in the event of the voluntary or involuntary liquidation, dissolution or winding up of the Corporation, the holders of the Common Stock shall be entitled to receive all the remaining assets of the Corporation, tangible and intangible, of whatever kind available for distribution to stockholders ratably in proportion to the number of shares of Common Stock held by them, respectively.

5. The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors.

(a) *Term of Directors.* At the Annual Meeting of Stockholders for the fiscal year ending August 1, 2010, and each Annual Meeting of Stockholders thereafter, all directors shall be elected to bold office for a one-year term expiring at the next Annual Meeting of Stockholders. Subject to prior death, retirement, resignation, disqualification or removal from

office, a director shall hold office until his or her term has expired and his or her successor has been duly elected and qualified.

(b) *Vacancies.* Except as otherwise required by law, any vacancy on the Board of Directors (resulting from death, retirement, resignation, disqualification, removal from office or any other reason) and any newly created directorships (resulting from an increase in the authorized number of directors or any other reason) may be filled by a majority of the remaining directors then in office, even if less than a quorum, or by a sole remaining director.

(c) *Number of Directors.* The number of directors of the Corporation shall not be lass than three nor more than twelve. The exact number of directors is to be determined from time to time by a resolution adopted by not less than a majority of the members of the Board then in office. No decrease in the number of authorized directors constituting the Board of Directors shall shorten the term of any incumbent director.

(d) *Meaning of Term Board.* Wherever the term "Board of Directors" is used in this Certificate of Incorporation, such term shall moan the Board of Directors of the Corporation; provided, however, that to the extent any committee of directors of the Corporation is lawfully entitled to exercise the powers of the Beard of Directors, such committee may exercise any right or authority of the Board of Directors under this Certificate of Incorporation.

As used in this Certificate of Incorporation, (i) the term "Other Entity" shall include any individual, corporation, partnership, person or entity and any other entity with which it or its "affiliate" or "associate" as those terms are defined in Rule 12b-2 (or any successor rule) of the General Rules and Regulations under the Securities Exchange Act of 1934, together with the successors and assigns of such persons in any transaction or series of transactions not involving a public offering of the Corporation's stock within the meaning of the Securities Act of 1933; and (ii) the term "continuing director" shall mean a member of the initial Board of Directors of the Corporation, or a member of the Board of Directors of the Corporation who was elected by the public stockholders prior to the time that such other entity acquired shares of stock of the Corporation entitling such other entity to exercise in excess often percent (10%) of the total voting power of all classes of stock of the Corporation entitled to vote in the election of directors, or a member of the Board of Directors of the Corporation who was elected or nominated for election by a majority of continuing directors.

6. Nominations for the election of directors may be made by the Board of Directors or by any stockholder entitled to vote for the election of directors. Such nominations other than by the Board of Directors shall be made by notice in writing, delivered or mailed by first class United States mail, postage prepaid, to the Secretary of the Corporation not less than ninety (90) days prior to the first anniversary of the date of the last meeting of stockholders of the Corporation called for the election of directors.

Each notice shall set forth (i) the name, age and address of the stockholder who intends to make the nomination and of the person or persons to be nominated; (ii) a representation that the stockholder is a holder of record of the Corporation entitled to vote at the meeting and intends to appear in person or by proxy at the meeting to nominate the person or persons specified in the notice; (iii) the name, age, business address and, if known, residence address of each nominee proposed in such notice; (iv) the principal occupation or employment of each such nominee; (v) a description of all arrangements or understandings between the stockholder arid each such nominee and any other person or persons (naming such person or persons) pursuant to which the nomination or nominations are to be made by the stockholder, (vi) such other information regarding each such nominee as would have been required to be included in a proxy statement filed pursuant to the proxy rules of the Securities and Exchange Commission had each nominee been nominated, or intended to be nominated, by the Board of Directors of the Corporation; and (vii) the consent of each such nominee to serve as a director of the Corporation if so elected.

The Chairman of any meeting of stockholders may, if the facts warrant, determine and declare to the meeting that a nomination was not made in accordance with the foregoing procedure, and if he or she should so determine, the Chairman shall so declare to the meeting and the defective nomination shall he disregarded.

Except as required in the By-Laws no election need be by written ballot.

7. The vote of stockholders of the Corporation required to approve any Business Combination shall be as set forth in this Article 7. The term "Business Combination" shall have the meaning ascribed to it in (a)(B) of this Article; each other capitalized term used in this Article shall have the meaning ascribed to it in (c) of this Article.

(a) (A) In addition to any affirmative vote required by Jaw or this Certificate or Incorporation and except as otherwise expressly provided in (b) of this Article 7

1. any merger or consolidation of the Corporation or any Subsidiary with (i) any Interested Stockholder or (ii) any other corporation or entity (whether or not itself is an Interested Stockholder) which is, or after each merger or consolidation would be, an Affiliate of an Interested Stockholder, or

2. any sale, lease, exchange, mortgage, pledge, transfer, or other disposition (in one transaction or a series of transactions) to or with any Interested Stockholder or any Affiliate of any Interested Stockholder of assets of the Corporation or any Subsidiary having an aggregate Fair Market Value of $5,000,000 or more; or

3. the issuance or transfer by the Corporation or any Subsidiary (in one transaction or a series of transactions) of any securities of any Affiliate or any Interested Stockholder in exchange for cash, securities or other property (or a combination thereof) having an aggregate Fair Market Value of $5,000,000 or more, other than the issuance of securities upon the conversion of convertible securities of the Corporation or any Subsidiary which were not acquired by such Interested Stockholder (or such Affiliate) from the Corporation or a Subsidiary; or

4. the adoption of any plan or proposal for the liquidation or dissolution of the Corporation proposed by or on behalf of an Interested Stockholder or any Affiliate of any Interested Stockholder; or

5. any reclassification of securities (including any reverse stock split), or recapitalization of the Corporation, or any merger or consolidation of the Corporation with any of its Subsidiaries or any other transaction (whether or not with or into or otherwise involving an Interested Stockholder) which in any such case has the effect, directly or indirectly, of increasing the proportionate share of the outstanding shares of any class or series of stock or securities convertible into the stock of the Corporation or any subsidiary which is directly or indirectly beneficially owned by any Interested Stockholder or any affiliate of any Interested Stockholder;

shall not be consummated without the affirmative vote of the holders of at least 80 percent of the combined voting power of the then outstanding shares of stock of all classes and series of the Corporation entitled to vote generally in the election of directors ('Voting Stock"), in each case voting together as a single class. Such affirmative vote shall be required notwithstanding the fact that no vote may be required, or that a lesser percentage may be specified, by law or by this Certificate of Incorporation or in any agreement with any national securities exchange or otherwise.

(a) (B) The term "Business Combination" as used in this Article 7 shall mean any transaction that is referred to in any one or more clauses (1) through (5) of (a) (A) of this Article 7.

(b) The provisions of(a) of this Article 7 shall not be applicable to any Business Combination in respect of which all of the conditions specified in either of the following paragraphs (A) and (B) are met, and such Business Combination shall require only such affirmative vote as is required by law and any other provision of the Certificate of Incorporation;

(A) such Business Combination shall have been approved by a majority of the Disinterested Directors, or

(B) each of the six conditions specified in the following clauses (1) through (6) shall have been met:

1. the aggregate amount of the cash and the Fair Market Value as of the date of the consummation of the Business Combination (the "Consummation Date") of any consideration other than cash to be received by holders of Common Stock in such Business Combination shall be at least equal to the higher of the following:

(i) (if applicable) the highest per share price (including any brokerage commissions, transfer taxes and soliciting dealers' fees) paid in order to acquire any shares of Common Stock beneficially owned by the Interested Stockholder which were acquired beneficially by such Interested Stockholder (x) within the two-year period immediately prior to the Announcement Date or (y) in the transaction in which it became an Interested Stockholder, whichever is higher; or

(ii) the Fair Market Value per share of Common Stock on the Announcement Date or on the date on which the Interested Stockholder became an Interested Stockholder (the Determination Date), whichever is higher; and

2. the aggregate amount of the cash and the Fair Market Value as of the Consummation Date of any consideration other than cash to be received per share by holders of shares of any other class or series of Voting Stock shall be at least equal to the highest of the following (it being intended that the requirements of this clause (B)(2) shall be required to be met with respect to each class and series of such outstanding Voting Stock, whether or not the interested Stockholder beneficially owns any shares of a particular class or series of Voting Stock):

(i) (if applicable) the highest per share price (including any brokerage commissions, transfer taxes and soliciting dealers' fees) paid in order to acquire any shares of such class or series of voting stock beneficially owned by the Interested Stockholder, which were acquired beneficially by such Interested Stockholder (x) within the two-year period immediately prior to the Announcement Date or (y) in the transaction in which it became an Interested Stockholder, whichever is higher,

(ii) (if applicable) the highest preferential amount per share to which the holders of shares of such class or series of Voting Stock are entitled in the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation; and

(iii) the Fair Market Value per share of such class or series of Voting Stock on the Announcement Date or the Determination Date, whichever is higher; and

3. the consideration to be received by holders of a particular class or series of outstanding Voting Stock (including Common Stock) shall be in cash or in the same form as were previously paid in order to acquire beneficially shares of such class or series of Voting Stock that are beneficially owned by the Interested Stockholder and, if the Interested Stockholder beneficially owns shares of any class or series of Voting Stock that were acquired with varying forms of consideration, the form of consideration to be

received by holders of such class or series of Voting Stock shall be either cash or the form used to acquire beneficially the largest number of shares of such class or series of Voting Stock beneficially acquired prior to the Announcement Date; and

4. after such Interested Stockholder has become an interested Stockholder and prior to the consummation of such Business Combination:

(i) except as approved by a majority of the Disinterested Directors, there shall have been no failure to declare and pay at the regular dates therefor the full amount of any dividends (whether or not cumulative) payable on any class or series of stock having a preference over the Common Stock as to dividends or upon liquidation.

(ii) there shall have been (x) no reduction in the annual rate of dividends paid on the Common Stock (except as necessary to reflect any subdivision of the Common Stock), except as approved by a majority of the Disinterested Directors and (y) an increase in such annual rate of dividends (as necessary to prevent any such reduction) in the event of any reclassification (including any reverse stock split) recapitalization, reorganization or any similar transaction which has the effect of reducing the number of outstanding shares of the Common Stock, unless the failure so to increase such annual rate was approved by a majority of the Disinterested Directors; and

(iii) such Interested Stockholder shall not have become the beneficial owner of any additional shares of Voting Stock except as part of the transaction in which it became an Interested Stockholder; and

5. after such Interested Stockholder has become an Interested Stockholder, such Interested Stockholder shall not have received the benefit, directly or indirectly (except proportionately as a stockholder), of any loans, advances, guarantees, pledges or other financial assistance or tax credits or other tax advantages provided by the Corporation, whether in anticipation of or in connection with such Business Combination or otherwise; and

6. a proxy or information statement describing the proposed Business Combination and complying with the requirements of the Securities Exchange Act of 1934 and the rules and regulations thereunder (or any subsequent provisions replacing such Act, rules or regulations) shall be mailed to public stockholders of the Corporation at least 30 days prior to the consummation of such Business Combination (whether or not such proxy or information statement is required to be mailed pursuant to such Act or subsequent provisions).

(c) For the purposes of this Article 7:

(A) A "person" shall mean any individual, firm or corporation or other entity.

(B) "Interested Stockholder" shall mean any person (other than the Corporation or any Subsidiary) who or which:

1. is the beneficial owner, directly or indirectly, of more than 10 percent of the combined voting power of the then outstanding shares of Voting Stock; or

2. an Affiliate of the Interested Stockholder and at any time within the two-year period immediately prior to the date in question was the beneficial owner, directly or indirectly, of 10 percent or more of the combined voting power of the then out-standing shares of Voting Stock, or

3. is an assignee of or has otherwise succeeded to the beneficial ownership of any shares of Voting Stock that were at any time within the two-year period immediately prior to the date in question beneficially owned by an Interested Stockholder, if such assignment or succession shall have occurred in the course of a transaction or series of transactions not involving a public offering within the meaning of the Securities Act of 1933.

(C) A person shall be a "beneficial owner" of any Voting Stock:

1. which such person or any of its Affiliates or Associates beneficially owns, directly or indirectly; or

2. which such person or any of its Affiliates or Associates has (a) the right to acquire (Whether such right is exercisable immediately or only after the passage of time), pursuant to any agreement, arrangement or understanding or upon the exercise of conversion rights, exchange rights, warrants or options, or otherwise, or(b) the right to vote or direct the vote pursuant to any agreement, arrangement or understanding; or

3. which are beneficially owned, directly or indirectly, by any other person with which such person or any of its Affiliates or Associates has any agreement, arrangement or understanding for the purpose of acquiring, holding, voting or disposing of any shares, of Voting Stock.

(D) For the purposes of determining whether a person is an Interested Stockholder pursuant to (c) (B) of this Article 7, the number of shares of Voting Stock deemed to be outstanding shall include shares owned through application of (c) (C) of this Article but shall not include any other shares of Voting Stock that may be issuable pursuant to any agreement, arrangement or understanding, or upon exercise of conversion tights, warrants or options, or otherwise.

(E) "Affiliate" and "Associate" shall have the respective meanings ascribed to such terms in Rule 12b-2 of the General Rules and Regulations under the Securities Exchange Act of 1934, as in effect on September 1, 1985.

(F) "Subsidiary" means any corporation more than 50 percent of whose outstanding stock having ordinary voting power in the election of directors is owned, directly or indirectly, by the Corporation nor by a Subsidiary or by the Corporation and one or more Subsidiaries, provided, however, that for the purposes of the definition of Interested Stockholders set forth in (c) (B) of this Article7 the term "Subsidiary" shall mean only a corporation of which a majority of each class or equity security is owned, directly or indirectly, by the Corporation.

(G) "Disinterested Director" means any member of the Board of Directors of the Corporation who is unaffiliated with, and not a nominee of, the Interested Stockholder and was a member of the Board prior to the time that the Interested Stockholder became an Interested Stockholder, and any successor of a Disinterested Director who is unaffiliated with, and not a nominee of, the Interested Stockholder and who is recommended to succeed a Disinterested Director by a majority of Disinterested Directors then on the Board of Directors.

(H) "Fair Market Value" means: (1) in The case of stock, the highest closing sale price during the 30-day period immediately preceding the date in question of a share of such stock in the Composite Tape for New York Stock Exchange Listed Stocks, or, if such stock is not quoted on the Composite Tape, en the New York Stock Exchange, or, if such stock is not listed on any such exchange, the highest closing sales price or bid quotation with respect to a share of such stock during the 30-day period preceding the date in question on the National Association of Securities Dealers, Inc. Automated Quotations System or any system then in use, or if no such quotations are available, the fair market value on the date in question of a share of stock as determined by a majority of the Disinterested Directors in good faith; and (2) in the case of stock of any class or series which is not traded on any United States registered securities exchange nor in the over-the-counter market or in the case of property other than cash or stock, the fair market value of such property on the date in question as determined by a majority of the Disinterested Directors in good faith.

(I) In the event of any Business Combination in which the Corporation survives, the phrase "other consideration to be received" as used in (b) (B) (1) and (2) of this Article 7 shall include the shares of Common Stock and/or the shares of any other class of outstanding Voting Stock retained by the holders of such shares.

(J) "Announcement Date" means the date of first public announcement of the proposed Business Combination.

(K) "Determination Date" means the date on which the Interested Stockholder became an Interested Stockholder.

(d) A majority of the Disinterested Directors of the Corporation shall have the power and duty to determine, on the basis of information known to them after reasonable inquiry, all facts necessary to determine compliance with this Article 7, including, without limitation (A) whether a person is an interested Stockholder, (B) the number of shares of Voting Stock beneficially owned by any person, (C) whether a person is an Affiliate or Associate of another person, (D) whether the requirements of (b) of this Article 7 have been met with respect to any Business Combination, and (E) whether the assets which are the subject of any Business Combination have, or the consideration to be received for the issuance or transfer of securities by the Corporation or any Subsidiary in any Business Combination has, an aggregate Fair Market Value of $5,000,000 or more. The good faith determination of a majority of the Disinterested Directors on such matters shall be conclusive and binding for all purposes of this Article 7.

(e) Nothing contained in this Article 7 shall be construed to relieve any Interested Stockholder from any fiduciary obligation imposed by law.

(f) Notwithstanding anything contained in this Certificate of Incorporation to the contrary, the affirmative vote of the holders of at least 80% of the voting power of the Voting Stock, voting together as a single class, shall be required to alter, amend, or repeal this Article 7 or to adopt any provision inconsistent therewith.

8. Special meetings of the stockholders may be called only by the Board of Directors and the power of stockholders to call a special meeting for any and all purposes whatsoever is specifically denied.

9. Notwithstanding any other provision of this Certificate of Incorporation or the By-Laws of the Corporation (and notwithstanding the fact that some lesser percentage may be specified by law, this Certificate of Incorporation or the By-Laws of the Corporation), the affirmative vote of the holders of not less than two-thirds of the outstanding shares of capital stock of the Corporation entitled to vote generally in the election of directors (considered for this purpose as one class) shall be required to amend, alter, change or repeal Articles 5, 6, 8 and 9 of the Certificate of Incorporation; provided further that the provisions of this Article 9 shall not apply to, and only such vote as shall be required by statute shall be required for, any amendment, alteration, change or repeal recommended to the stockholders by two-thirds of the whole Board of Directors of the Corporation, provided that and so long as a majority of the members of the Board of Directors acting upon such matter shall be continuing directors (as defined in Article 5 of this Certificate of Incorporation).

10. The Board of Directors shall have the power to make, alter, or repeal By-Laws subject to the power of the stockholders to alter or repeal the By-Laws made or altered by the Board of Directors.

11. The name and mailing address of the incorporator is as follows:

Name	Mailing Address
Melinda O'Donnell	100 Jericho Quadrangle Jericho, New York 11753

12. No person who is or was at any time a director of the Corporation shall be personally liable to the corporation or its stockholders for monetary damages for any breach of fiduciary duty by such person as a director; provided, however, that, unless and except to the extent otherwise permitted from time to time by applicable law, the provisions of this Article 12 shall not eliminate or limit the liability of a director (i) for breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for any act or omission by the director which is not in good faith or which involves intentional misconduct or a knowing violation of law, (iii) under Section 174 of the Delaware General Corporation Law, (iv) for any transaction from which the director derived an improper personal benefit, or (v) for any act or omission occurring prior to the date this Article 12 becomes effective. No amendment to or repeal of this Article 12 shall apply to or have any effect on the liability or alleged liability of any director of the Corporation for or with respect to any act or omission of such director occurring prior to such amendment or repeal.

HERLEY INDUSTRIES, INC.

By: /s/ Richard Poirier

Name: RichardPoirier
Title: CEO & President/Herley Industries, Inc

CERTIFICATE OF OWNERSHIP AND MERGER
****
HMS INVESTMENTS, INC., A DELAWARE CORPORATION
MERGES INTO
HERLEY INDUSTRIES, INC., A DELAWARE CORPORATION
Pursuant to Section 253 of the General Corporation Law

****

Herley Industries, Inc., a Delaware corporation (or "Parent"), does hereby certify that:

FIRST: HMS Investments, Inc., a Delaware corporation (or "HMS Investments, Inc.") was incorporated on the 10th day of January, 1984, in accordance with Delaware General Corporation Law Title 8 §§ 102 *et seq.*, (the "Delaware General Corporation Law"), which permits the merger of a Delaware corporation with and into another Delaware corporation.

SECOND: HMS Investments, Inc. is authorized to issue One Thousand (1,000) shares of common stock having no par value per share (the "HMS Investments Stock"). Parent is holder of record of 100% of the issued and outstanding shares of the HMS Investments Stock.

THIRD: Parent was incorporated on the 17th day of March, 1986, in accordance with the Delaware General Corporation Law.

FOURTH: In accordance with § 253 of the Delaware General Corporation Law, the Board of Directors of Parent, on its own behalf and as sole stockholder of HMS Investments, Inc., has directed that HMS Investments, Inc. be merged with and into Patent, and in furtherance of the merger, the Board of Directors of Parent unanimously adopted the following resolutions of merger at a meeting duly noticed and convened on December 16, 2010:

WHEREAS: the Board of Directors acknowledges that this company, Herley Industries, Inc. (the "Company"), owns One Hundred Percent (100%) of the issued and outstanding capital stock of HMS Investments, Inc., a Delaware corporation.

NOW, THEREFORE, BE IT RESOLVED: that the Board of Directors of the Company deems that it would be advisable to merge the Company's wholly-owned subsidiary, HMS Investments, Inc., a Delaware corporation, with and into this Company, with this Company serving as the surviving corporation to the merger, and assume al of the assets, obligations, rights and liabilities of HMS Investments, Inc. (the "Merger").

RESOLVED FURTHER: that the Merger is hereby approved by the Board of Directors of the Company in its own capacity and in the capacity as sole stockholder of HMS Investments, Inc.

RESOLVED FURTHER: that the Plan of Merger and Complete Liquidation attached to these resolutions as *Exhibit A* is hereby approved and adopted in all respects.

RESOLVED FURTHER: that the Certificate of Ownership and Merger attached to these resolutions as *Exhibit B* is hereby approved for filing with the Delaware Department of State, Division of Corporations and adopted in all respects.

RESOLVED FURTHER: that the merger described in the Plan of Merger and Complete Liquidation shall be structured so as to qualify as a tax free liquidation of HMS Investments, Inc. pursuant to Sections 332 and 337 of the Internal Revenue Code, as amended from time to time, and the regulations promulgated thereunder, and the assumption of all of the assets, obligations, rights and liabilities of HMS Investments, Inc. by the Company shall be deemed to be made in exchange for the complete cancellation of all of the capital stock of HMS Investments, Inc.

RESOLVED FURTHER: that Mr. Anello Garefino, Vice President Finance and Chief Financial Officer of the Company, be, and hereby is, authorized and directed to execute and deliver the Plan of Merger and Complete Liquidation and the Certificate of Ownership and Merger and cause the same to be filed with the Delaware Department of State as appropriate or necessary, and to do all acts and things, whatsoever, whether within or without the State of Delaware that may be in any way necessary or appropriate to effectuate the Merger contemplated in these resolutions and to comply with the terms and conditions of the Plan of Merger and Complete Liquidation.

FIFTH: HMS Investments, Inc. and Parent have adopted and approved (and adopted resolutions approving) a Plan of Merger and Complete Liquidation that delineates the terms and conditions of the merger.

SIXTH: Both HMS Investments, Inc. and Parent, in accordance with the Delaware General Corporation Law, have caused the Plan of Merger and Complete Liquidation to be approved, adopted, certified, executed and acknowledged.

SEVENTH: Parent shall be the surviving corporation to the merger, and Parent shall continue its business without change as the survivor upon and after the effective date of the merger. The name of the surviving corporation shall remain "Herley Industries, Inc."

EIGHTH: The Certificate of Incorporation and Bylaws of Parent shall remain the Certificate of Incorporation and Bylaws of the surviving corporation contemplated in the Plan of Merger and Complete Liquidation without change or amendment.

NINTH: The executed original of such Plan of Merger and Complete Liquidation shall be maintained at 3061 Industry Drive, Lancaster, PA 17603, and a copy of the Plan of Merger and Complete Liquidation shall be furnished upon request and without cost to any current or future stockholder of any constituent party.

TENTH: The effective legal date of the merger contemplated by this certificate and related documents shall be 11:59 p.m. on January 30, 2011.

IN WITNESS WHEREOF, Parent has caused this certificate to be signed, affirmed, acknowledged and attested to by its duly authorized officer this 26th day of January, 2011, and such certificate is the act and deed of Parent and the facts stated herein are true.

HERLEY INDUSTRIES, INC.
A Delaware Corporation

BY: /s/ Anello Garefino

Name: Anello Garefino
Title: Vice President Finance & CFO

CERTIFICATE OF OWNERSHIP AND MERGER

MERGING

LANZA ACQUISITION CO.
(a Delaware corporation)

WITH AND INTO

HERLEY INDUSTRIES, INC.
(a Delaware corporation)

March 30, 2011

Pursuant to Section 253 of the General Corporation Law of the State of Delaware (the "*DGCL*"), Lanza Acquisition Co., a Delaware corporation (the "*Company*"), hereby certifies the following information relating to the merger (the "*Merger*") of the Company with and into Herley Industries, Inc., a Delaware corporation ("Herley"):

1. The Company is the owner of at least 90% of the outstanding shares of common stock, par value $0.10 per share (the "*Common Stock*") of Herley. The Common Stock constitutes the sole outstanding class of capital stock of Herley.

2. The board of directors of the Company, by unanimous written consent without a meeting in accordance with Section 141(f) of the DGCL, duly adopted on March 30, 2011 the resolutions attached hereto as *Exhibit A*, which have not been amended or rescinded and are now in full force and effect, to merge the Company with and into Herley, on the terms and conditions set forth in Exhibit A hereto, with Herley being the surviving corporation (the "*Surviving Corporation*").

3. The sole holder of all of the outstanding capital stock of the Company has approved the Merger by written consent in lieu of a meeting pursuant to Section 228 of the DGCL.

4. The Amended and Restated Certificate of Incorporation of the Surviving Corporation is hereby amended in its entirety to read as set forth in *Annex 1* to the resolutions attached hereto as *Exhibit A*.

5. The Merger shall become effective upon the filing of this Certificate of Ownership and Merger.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, this Company has caused this Certificate of Ownership and Merger to be executed by its duly authorized officer on the date first written above.

LANZA ACQUISITION CO.

BY: /s/ Deanna H. Lund

Name: Deanna H. Lund
Title: Executive Vice President & Chief Financial Officer

Exhibit A

The undersigned, being all the members of the Board of Directors (the "*Board*") of Lanza Acquisition Co., a Delaware corporation (the "*Corporation*"), do hereby unanimously adopt the following resolutions and consent to adopting each as an action of the Board, acting without a meeting pursuant to the authority granted by the Bylaws of the Corporation and the Delaware General Corporation Law (the "*DGCL*").

WHEREAS, the Corporation is party to the Agreement and Plan of Merger (the "*Merger Agreement*"), dated as of February 7, 2011, by and among the Corporation, Kratos Defense & Security Solutions, mc., a Delaware corporation and the sole stockholder of Parent (as defined below) ("*Kratos*") and Herley Industries, Inc., a Delaware corporation ("*Herley*"), which provides for the acquisition by the Corporation of Herley by way of the commencement of a tender offer (the "*Tender Offer*") for all of the outstanding shares of the common stock, par value $0.10 per share, of Herley (the "*Common Stock*") at a price of $19.00 per share and the subsequent merger (the "*Merger*") of the Corporation with and into Herley with Herley continuing as the surviving corporation;

WHEREAS, as of the date hereof, the Corporation has acquired through the Tender Offer at least 90% of the Common Stock;

WHEREAS, the Common Stock is the only class of capital stock of Herley outstanding;

WHEREAS, the Corporation's sole stockholder is Acquisition Co. Lanza Parent, a Delaware corporation and a wholly owned subsidiary of Kratos ("*Parent*"); and

WHEREAS, the Board believes the Merger is in the best interests of the Corporation and its sole stockholder.

NOW, THEREFORE, BE IT:

RESOLVED, that, pursuant to the Merger, the Corporation be merged with and into Herley with Herley continuing as the surviving corporation in such Merger (the "*Surviving Corporation*") and that the Surviving Corporation shall succeed to all rights, privileges, powers and franchises of Herley and shall assume all of the obligations of Herley;

RESOLVED, that the name of the Surviving Corporation be Herley Industries, Inc.;

RESOLVED, that the Board recommends that the sole stockholder of the Corporation approve and adopt the Merger, and that each of the officers of the Corporation (each, an "*Authorized Officer*") shall submit the proposed Merger to the sole stockholder of the Corporation for its approval (the "*Stockholder Approval*")

RESOLVED, that, contingent upon receipt of the Stockholder Approval, each of the Authorized Officers be and hereby is authorized, directed and empowered to execute a Certificate of Ownership and Merger pursuant to Section 253 of the DGCL setting forth a copy of these resolutions to merge the Corporation with and into Herley and to file the same in the office of the Secretary of State of the State of Delaware, and the Merger shall be effective upon the filing of such Certificate of ownership and Merger (the "*Effective Time"*)

RESOLVED, that at the Effective Time, by virtue of the Merger:

(a) Each share of capital stock of the Corporation issued and outstanding immediately prior to the Effective Time shall be converted into and become one validly issued, fully paid and nonassessable share of common stock, par value $0.00l per share of the Surviving Corporation;

(b) Each share of Common Stock issued prior to the Effective Time that is owned by Herley, any wholly-owned subsidiary of Herley, Parent, Kratos, any wholly-owned subsidiary of Kratos or

the Corporation shall no longer be outstanding and shall automatically be cancelled and shall cease to exist, and no consideration shall be delivered or deliverable in exchange therefor;

(c) Subject to clause (b) above and except with respect to shares held by stockholders who properly demand and perfect appraisal rights available under Section 262 of the DGCL (which shall be treated in accordance with Section 4.1(d) of the Merger Agreement), each issued and outstanding share of Common Stock shall be converted into the right to receive $19.00 in cash, without interest and subject to any applicable withholding tax, upon surrender of the certificate representing such share in accordance with the Merger Agreement and all such shares of Common Stock shall no longer be outstanding and shall automatically be cancelled and shall cease to exist, and each holder of a certificate, or evidence of shares held in book-entry form, representing any such shares of Common Stock shall cease to have any rights with respect thereto;

(d) The directors of the Corporation immediately prior to the Effective Time shall be the directors of the Surviving Corporation until their successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal;

(e) The officers of Herley immediately prior to the Effective Time shall be the officers of the Surviving Corporation until their successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal;

RESOLVED, that at the Effective Time, the Certificate of Incorporation of the Surviving Corporation be amended and restated in its entirety to read as set forth on Annex 1 hereto;

RESOLVED, that at the Effective Time, the Bylaws of the Surviving Corporation be amended and restated in their entirety to read as set forth on Annex 2 hereto;

RESOLVED, that the Authorized Officers be, and each of them individually hereby is, authorized and directed, in the name and on behalf of the Corporation, to take or cause to be taken any and all such further actions, to execute and deliver or cause to be executed and delivered all such other documents, certificates, amendments, instruments and agreements, to make such filings in the name and on behalf of the Corporation, to incur and pay all such fees and expenses and to engage in such acts as they shall in their judgment determine to be necessary, desirable or advisable to carry out fully the intent and purposes of the foregoing resolutions and the execution by such Authorized Officer of any such documents, certificates, amendments, instruments or agreements or the payment of any such fees and expenses or the doing by them of any act in connection with the foregoing matters shall be conclusive evidence of their authority therefore and for the approval and ratification by the Corporation of the documents, certificates, amendments, instruments and agreements so executed, the expenses so paid, the filings so made and the actions so taken; and

RESOLVED, that any and all actions heretofore taken, and any and all things heretofore done by any officer or director of the Corporation in connection with or with respect to, the matters referred to in the foregoing resolutions be and hereby are confirmed as authorized and valid acts taken on behalf of the Corporation.

AMENDED AND RESTATED

CERTIFICATE OF INCORPORATION

OF

HERLEY INDUSTRIES, INC.

I.

The name of the corporation (the "Corporation") is Herley Industries, Inc.

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 ("DGCL").

IV.

The aggregate number of shares which the Corporation shall have authority to issue is one thousand (1,000) shares of Common Stock, par value $0.00l 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.

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.

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.

No person who is or was at any time a director of the Corporation shall be personally liable to the Corporation or its stockholders for monetary damages for any breach of fiduciary duty by such person as a director; provided, however, that, unless and except to the extent otherwise permitted from time to time by applicable law, the provisions of this Article VIII shall not eliminate or limit the liability of a director (i) for breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for any act or omission by the director which is not in good faith or which involves intentional misconduct or a knowing violation of law, (iii) under Section 174 of the DGCL, (iv) for any transaction from which the director derived an improper personal benefit or (v) for any act or omission occurring prior to the date this Article VIII becomes effective. No amendment to or repeal of this Article VIII shall apply to or have any effect on the liability or alleged liability of any director of the Corporation for or with respect to any act or omission of such director occurring prior to such amendment or repeal.

QuickLinks

Exhibit 3.54

CERTIFICATE OF INCORPORATION

of

SYRIX CORP.
(a Delaware Corporation)

THE UNDERSIGNED, a natural person, for the purpose of organizing a corporation for conducting the business and promoting the purposes hereinafter stated, under the provisions and subject to the requirements of the laws of the State of Delaware (particularly, Chapter I, Title 8, of the Delaware Code and the acts amendatory thereof and supplemental thereto and known, identified and referred to as the "General Corporation Law of the State of Delaware"), hereby certifies that:

FIRST: The name of the corporation is:

SYRIX CORP.

SECOND: The location of the registered office of the Corporation in the State of Delaware is at Corporation Trust Center, 1209 Orange Street, City of Wilmington, County of New Castle. The name of the registered agent of the Corporation in the State of Delaware at such address upon whom process against the Corporation may be served is The Corporation Trust Company.

THIRD: The purpose of the Corporation is to engage in any lawful act or activity for which a Corporation may be organized under the General Corporation Law of the State of Delaware.

FOURTH: The total number of shares of stock which the corporation shall have authority to issue is ONE THOUSAND FIVE HUNDRED (1,500), without par value.

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

Melinda O'Donnell
100 Jericho Quadrangle
Suite 225
Jericho, New York 11753

SIXTH: The Board of Directors of the Corporation shall expressly have the power and authorization to make, alter and repeal the By-Laws of the Corporation, subject to the reserved power of the stockholders to make, alter and repeal any By-Laws adopted by the Board of Directors. Unless and except to the extent required by the By-Laws of the Corporation, elections of directors need not be by written ballot.

SEVENTH: 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 the or his testator or intestate was, a director, officer, employee or agent of the Corporation, or served at the request of the Corporation as a director, officer, employee, trustee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall be indemnify fled against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with any such threatened, pending or completed action, suit or proceeding to the full extent authorized under Section 145 ~f the General Corporation Law of the Stare of Delaware. The foregoing right of indemnification shall in no way be exclusive of any other rights of indemnification to which such director, officer, employee or agent may be entitled under any By-Law, agreement, vote of stockholders or disinterested directors, or otherwise.

EIGHTH: Any and all right, tub, interest and claim in or to any dividends declared by the Corporation, whether in cash, stock, or otherwise, which are unclaimed by the stockholder entitled

thereto bra period of six (6) years after the close of business on the payment date shall be and be deemed to be extinguished and abandoned; such unclaimed dividends in the possession of the Corporation, its transfer agents, or other agents or depositaries, shall at such time become the absolute property of the Corporation, free and clear of any and all claims for any person whatsoever,

NINTH: Any and all directors of the Corporation shall not be liable to the Corporation or any stockholder thereof for monetary damages for breach of fiduciary duty as director except as otherwise required by law. No amendment to or repeal of this Article NINTH shall apply to or have any effect on the liability or alleged liability of any director of the Corporation for or with respect to any act or omission of such director occurring prior to such amendment or repeal.

TENTH: From time to time any of the provisions of this Certificate of Incorporation may be amended, altered or repealed, and other provisions authorized by the laws of the State of Delaware at the rime in force may be added or inserted in the manner and at the time prescribed by said laws, and all rights at any time conferred upon the stockholders of the Corporation by the Certificate of Incorporation are granted subject *to* the provisions of this Article TENTH.

THE UNDERSIGNED, for the purposes of funning a Corporation under the laws of the State of Delaware, does hereby make and execute this Certificate and affirm and acknowledge, under the penalties of perjury. that this Certificate is my act and deed and that the facts herein stated are true, and I have accordingly set my hand hereto this 12th day of April, 2000.

/s/ Melinda O'Donnell

Melinda O'Donnell, Incorporator
100 Jericho Quadrangle
Jericho, New York 11753

CERTIFICATE OF AMENDMENT

OF THE CERTIFICATE OF INCORPORATION OF

SYRIX CORP

SYRIX CORP., a corporation organized and existing under The General Corporation Law of the State of Delaware, DOES HEREBY CODIFY

FIRST: That at a meeting of the Board of Directors, Ins. of SYRIX CORP, resolutions were adopted setting forth a proposed amendment to the Certificate of Incorporation of said corporation, declaring said amendment to be advisable and calling a meeting~ of the stockholders of the corporation for consideration thereof

SECOND: Thai thereafter, pursuant to resolution of its Board of Directors, the Annual Meeting of 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 following amendment:

RESOLVED, that the Certificate of Incorporation of this corporation be amended by changing Article FIRST of the Company's Certificate of Incorporation, so that, as amended said Article shall be and read as follows:

FIRST: The name of the corporation is HERLEY-CTI, INC..

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 SYRIX CORP, has caused this certificate to be signed by MYRON LEVY, its President and ANELLO GAREFINO its Secretary, this 29th Day of March, 2004

SYRIX CORP.

/s/ Myron levy

Myron Levy President

ATTEST:

/s/ Anello Garefino

Anello Garefino, Secretary

QuickLinks

Exhibit 3.55

CERTIFICATE OF INCORPORATION
of
HERLEY-RSS, INC.
(a Delaware Corporation)

THE UNDERSIGNED, a natural person, for the purpose of organizing a corporation for conducting the business and promoting the purposes hereinafter stated, under the provisions and subject to the requirements of the laws of the State of Delaware (particularly, Chapter 1, Title 8, of the Delaware Code and the acts amendatory thereof and supplemental thereto and known, identified and referred to as the "General Corporation Law of the State of Delaware"), hereby certifies the:

FIRST: The name of the corporation is:

HERLEY-RSS, INC.

SECOND: The location of the registered office of the Corporation in the State of Delaware is at Corporation Trust Center, 1209 Orange Street, City of Wilmington, County of New Castle. The name of the registered agent of the Corporation is the State of Delaware at such address upon whom process against the Corporation may be served is The Corporation Trust Company

THIRD: The purpose of the Corporation is to engage in any lawful act or activity for which a Corporation may be organized under the General Corporation Law of the State of Delaware.

FOURTH: The total number of shares of stock which the corporation shall have authority to issue is ONE THOUSAND FIVE HUNDRED (1,500), without par value.

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

Melinda O'Donnell	Beckman, Lieberman & Barandes, LLP 100 Jericho Quadrangle Suite 329 Jericho, New York 117531

SIXTH: The Board of Directors of the Corporation shall expressly have the power and authorization to make, alter and repeal the By-Laws of the Corporation, subject to the reserved power of the stockholders to make, alter and repeal any By-Laws adopted by the Board of Directors. Unless and except to the extent required by the By-Laws of the Corporation, elections of directors need not be by written ballot.

SEVENTH: 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 he or his testator or intestate was, a director, officer, employee or agent of the Corporation, or served at the request of the; Corporation as a director, officer, employee, trustee or agent of another corporation, partnership, joint venture, trust or other enterprise. shall be indemnified against expenses (including attorneys` fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with any such threatened, pending or completed action, suit or proceeding to the full extent authorized under Section 145 of the General Corporation Law of the State of Delaware. The foregoing right of indemnification shall in no way be exclusive of any other rights of indemnification to which such director, officer, employee or agent may be entitled under any By-Law, agreement, vote of stockholders or disinterested directors, or otherwise.

EIGHTH: Any and all right, title, interest and claim in or to any dividends declared by the Corporation, whether in cash, stock, or otherwise, which are unclaimed. by the stockholder entitled thereto for a period of six (6) years after the close of business on the payment date shall be and be deemed. to be extinguished and abandoned; such unclaimed dividends in the possession of the Corporation, its transfer agents, or other agents or depositaries, shall at such time become the absolute property of the Corporation, free and clear of any and all claims for any person whatsoever.

NINTH: Any and all directors of the Corporation shall not be liable to the Corporation or any stockholder thereof for monetary damages for breach of fiduciary duty as director except as otherwise required by law. No amendment to or repeal of this Article NINTH shall apply to or have any effect on the liability or alleged liability of any director of the Corporation for or with respect to my-act or omission of such director occurring prior to such amendment or repeal

TENTH: From time to time any of the provisions of this Certificate of Incorporation may be amended, altered or repealed, and other provisions authorized by the laws of the State of Delaware at the time in force may be added or inserted in the manner and at the time prescribed by said laws, and all rights at my time conferred upon the stockholders of the Corporation by the Certificate of Incorporation are granted subject to the provisions of this Article TENTH.

THE UNDERSIGNED, for the purposes of forming a Corporation under the laws of the State of Delaware, does hereby make and execute this Certificate and affirm and acknowledge, under the penalties of perjury, that this Certificate is my act and deed and that the facts herein stated are true, and I have accordingly set my hand hereto this 23rd day of August, 2004.

/s/ Melinda O'Donnell

Melinda O'Donnell
Incorporator
100 Jericho Quadrangle, Suite 329
Jericho, New York 11753

QuickLinks

Exhibit 3.60

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:

(i) 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").

(ii) 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 hi conducted or promoted by, the Company is to engage in any lawful act of 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 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 Steele, 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

$$\$10{,}000{,}000 = \frac{\$1{,}000{,}000}{1.50^{(n/12)}} + \frac{\$1{,}000{,}000}{1.50^{(12/12)}} + \frac{\text{Qualified Amount}}{1.50^{(16/12)}}$$

"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-1 (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 stock.-holders, whether such assets are capital, surplus or earnings, before any payment or declaration and setting apart for payment of any amount equal 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 ser' ice 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 *cense* 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) lf, 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 IP° 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 &actions 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:

EBITA ($MM)	Conversion Price
$ 18.0	$ 5.514
$ 9.0	$ 2.72
$ 6.0	$ 2.70

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) × (# of shares of Convertible Preferred Stock outstanding as of the date of Liquidity Event) × (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) issues 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 (bur 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 1V.0 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 Charge, 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 minding 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

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 he 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 eases, 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

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 famished 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 of 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 modification.

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, City of Wilmington Zip Code 19801 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 2009, 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

Title Secretary & CFO

AGREEMENT OF MERGER

This Agreement of Merger (this *"**Agreement**")* is entered into as of June 1,2004, by and between WEI 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 FITS 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 HT'S 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 became 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.

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 an 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 the 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 considered 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 Audi 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 convened 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 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 qualify 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 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 he 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 Governmental Services Inc.,
a Delaware corporation

By: /s/ Eric M. DeMarco

Eric M. DeMarco, President

High Technology Solutions, Inc.
a Delaware corporation

By: /s/ William D. Green

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
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
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:

Name:

Print or Type

QuickLinks

Exhibit 3.64

STATE OF DELAWARE
CERTIFICATE OF INCORPORATION
A STOCK CORPORATION

* * * * *

1. The name of the corporation is: *WFI Network Management Services Corp.*

2. The address of its registered office in the State of Delaware is Corporation Trust Center, 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.

3. 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.

4. The total number of shares of stock that the corporation shall have authority to issue is 1000 shares at no par value. The designations and the powers, preferences and rights, and the qualifications, limitations or restrictions thereof shall be determined by resolution of the Board of Directors of the Corporation.

5. The name and mailing address of the incorporator is as follows:

NAME	Sherri A. Jackson
MAILING ADDRESS	Wireless Facilities, Inc. 1849 Michael Faraday Drive, Suite 200 Reston, Virginia 20190

6. The name and mailing address of each person who is to serve as a director until their successors are elected and qualified, is as follows:

NAME	Dr. Massih Tayebi
MAILING ADDRESS	Wireless Facilities, Inc. 9805 Scranton Road, Suite 100 San Diego, California 92121
NAME	Thomas A. Munro
MAILING ADDRESS	Wireless Facilities, Inc. 9805 Scranton Road, Suite 100 San Diego, California 92121
NAME	Scott Fox
MAILING ADDRESS	Wireless Facilities, Inc. 9805 Scranton Road, Suite 100 San Diego, California 92121

7. 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 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 any improper personal benefit.

I, THE UNDERSIGNED, being the incorporator hereinbefore 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 my act and deed and the facts herein stated are true, and accordingly have hereunto set my hand this 8th day of March, 2000.

/s/ Sherri A. Jackson

Sherri A. Jackson
Incorporator

STATE *of* DELAWARE
CERTIFICATE *of* AMENDMENT *of*
CERTIFICATE *of* INCORPORATION

First: That at a meeting of the Board of Directors of WFI Network Management Services Corp., a Delaware 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 "1" so that, as amended, said Article shall be and read as follows: "The name of the Corporation is SecurePlanet, Inc."

Second: That thereafter, pursuant to resolutions 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.

BY: /s/ Frankie Farjood

Frankie Farjood

DATE: 1/23/03

STATE OF DELAWARE
CERTIFICATE OF AMENDMENT
OF CERTIFICATE OF INCORPORATION
SECUREPLANET, 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 SecurePlanet, 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:

1. The name of the corporation is Kratos Commercial 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 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 02:29 PM 10/25/2010
FILED 02:29 PM 10/25/2010
SRV 101024716—3190377 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 Commercial 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:

1. The name of the corporation is Kratos Public Safety & Security 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 22nd day of October, 2010.

By: /s/ Deanna H. Lund
Authorized Officer

Name: Deanna H. Lund
Print or Type

Title: EVP/CFO

QuickLinks

Exhibit 3.70

AGREEMENT OF MERGER
OF
SYS
A California Corporation
AND
WHITE SHADOW, INC.
A California Corporation

THIS AGREEMENT OF MERGER (this "***Agreement***"), is made and entered into as of June 26, 2008 by and among Kratos Defense & Security Solutions, Inc, a Delaware corporation ("***Parent***"), SYS, a California corporation (the "***Company***"), and White Shadow, Inc., a California corporation and a wholly-owned subsidiary of Parent ("***Sub***" and, together with the Company, the "***Constituent Corporations***").

RECITALS

A. Parent, the Company, Sub and the other signatories thereto have entered into that certain Agreement and Plan of Merger and Reorganization dated February 20, 2008 (the "***Reorganization Agreement***"), providing for, among other things, the execution and filing of this Agreement and the merger of Sub with and into the Company upon the terms set forth in the Reorganization Agreement and this Agreement (the "***Merger***").

B. The respective Boards of Directors of each of the Constituent Corporations deem it advisable and in the best interests of each of such corporations and their respective shareholders that Sub be merged with and into the Company and, in accordance therewith, have approved the Reorganization Agreement, this Agreement and the Merger.

C. The Reorganization Agreement, this Agreement and the Merger have been approved by the shareholders of the Company and by the sole shareholder of Sub.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth here in, each of the Constituent Corporations hereby agrees that Sub shall be merged with and into the Company in accordance with the Reorganization Agreement, this Agreement, and the provisions of the laws of the State of California, upon the terms and subject to the conditions set forth as follows:

ARTICLE I
THE CONSTITUENT CORPORATIONS

1.1 *The Company.* The Company is a corporation duly organized and existing under the laws of the State of California with an authorized capital of (i) 48,000,000 shares of Common Stock, of which 19,901,374 shares were issued and outstanding and entitled to vote on the Merger on May 15, 2008, the record date (the "***Record Date***") (ii) 2,000,000 shares of Preference Stock, none of which were issued or outstanding as of the Record Date, and (iii) 250,000 shares of Preferred Stock, none of which were issued and outstanding as of the Record Date. The Company was incorporated under the laws of the State of California on September 7, 1966.

1.2 *Sub.* Sub is a corporation duly organized and existing under the laws of the State of California with an authorized capital of 1,000 shares of Common Stock, no par value per share. As of the date of this Agreement, 1,000 shares of Common Stock of Sub are issued and outstanding, all of which are held by Parent. Sub was incorporated under the laws of the State of California on February 19, 2008.

ARTICLE II
THE MERGER

2.1 *The Merger.* At the Effective Time (as defined in *Section 2.2* hereof) and subject to and upon the terms and conditions of this Agreement and the applicable provisions of the General Corporation Law of the State of California ("***California Law***"), Sub shall be merged with and into the Company, the separate corporate existence of Sub shall cease and the Company shall continue as the surviving corporation and as a wholly-owned subsidiary of Parent. The surviving corporation after the Merger is sometimes referred to hereinafter as the "***Surviving Corporation***."

2.2 *Filing and Effectiveness.* This Agreement, together with the officers' certificates of each of the Constituent Corporations required by California Law (together, the "***Officers' Certificates***"), shall be filed with the Secretary of State of the State of California at the time specified in the Reorganization Agreement. The Merger shall become effective on June 28, 2008 (the "***Effective Time***"), in accordance with California Law, after the filing of this Agreement and the Officers' Certificates with the Secretary of State of the State of California on June 27, 2008.

2.3 *Effect of the Merger.* At the Effective Time, the effect of the Merger shall be as provided in this Agreement and the applicable provisions of California Law. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, all the property, rights, privileges, powers and franchises of the Company and Sub shall vest in the Surviving Corporation, and all debts, liabilities and duties of the Company and Sub shall become the debts, liabilities and duties of the Surviving Corporation.

2.4 *Articles of Incorporation.* Upon the Merger becoming effective, the Articles of Incorporation of the Surviving Corporation will be as set forth in *Exhibit A* hereto until amended in accordance with California Law and such Articles of Incorporation.

2.5 *Directors and Officers.*

(a) The directors of Sub immediately prior to the Effective Time shall be the directors of the Surviving Corporation immediately after the Effective Time, each to hold the office of a director of the Surviving Corporation in accordance with the provisions of California Law and the Articles of Incorporation and bylaws of the Surviving Corporation until their successors are duly elected and qualified.

(b) The officers of Sub immediately prior to the Effective Time shall be the officers of the Surviving Corporation immediately after the Effective Time, each to hold office in accordance with the provisions of the bylaws of the Surviving Corporation.

2.6 *Effect of Merger on the Capital Stock of the Constituent Corporations.*

(a) *Definitions.* For all purposes of this Agreement, the following terms shall have the following respective meanings:

"*Code*" shall mean the Internal Revenue Code of 1986, as amended.

"*Company Capital Stock*" shall mean (i) shares of Company Common Stock, and (ii) any other shares of capital stock of the Company.

"*Company Common Stock*" shall mean shares of common stock of the Company.

"*Company Option Plan*" shall mean the equity compensation plans of the Company, including plan documents governing options or any other equity-based award which may have been assumed as a result of corporate acquisition transactions by the Company, as applicable.

"*Company Options*" shall mean all issued and outstanding options to purchase shares of Company Common Stock (whether or not vested) held by any person or entity.

"*Company Stock Plans*" shall mean all Company Options or Company stock plans, including plan documents governing options or any other equity-based award which may have been assumed as a result of corporate acquisition transactions by the Company, as applicable will continue after the Effective Time or be assumed or continued by Parent or the Surviving Corporation; provided that Company Warrants will continue to be in effect pursuant to their terms.

"*Company Warrants*" shall mean those certain warrants to purchase Company Common Stock issued by the Company pursuant to a Securities Purchase Agreement dated as of May 27, 2005 and otherwise as referenced in the Company disclosure schedule attached thereto.

"*Indebtedness*" means (i) all indebtedness for borrowed money or the deferred purchase price of property or services (other than trade debt incurred in the ordinary course of business), including without limitation reimbursement and other obligations with respect to surety bonds and letters of credit, (i) all obligations evidenced by rates, bonds, debentures or similar instruments, and (iii) all capital lease obligations.

"*Option Exercise Price*" shall mean, with respect to a Company Option, the exercise price per share of such Company Option.

"*Parent Common Stock*" shall mean shares of common stock of the Parent.

"*Sub Common Stock*" shall mean shares of common stock of Sub.

"*Transaction Expenses*" shall mean any fee, cost, expense, payment, expenditure, liability (contingent or otherwise) or obligation (whether incurred prior to or on the date of the Reorganization Agreement, between the date of the Reorganization Agreement and the Effective Time or at or after the Effective Time) that relates directly or indirectly to (a) the proposed disposition of all or a portion of the business of the Company, or the process of identifying, evaluating and negotiating with prospective purchasers of all or a portion of the business of the Company, (b) the investigation and review conducted by Parent and its representatives, and any investigation or review conducted by other prospective purchasers of all of a portion of the business of the Company, with respect to the business of the Company (and the furnishing of information to Parent and its representatives and such other prospective purchasers and their representatives in connection with such investigation and review), (c) the negotiation, preparation, review, execution, delivery or performance of the Reorganization Agreement (including the schedules thereto), or any certificate, opinion, agreement or other instrument or document delivered or to be delivered in connection with the Reorganization Agreement or the transactions contemplated thereby, (d) the preparation and submission of any filing or notice required to be made or given in connection with the Merger, and the obtaining of any consent required to be obtained in connection with any of such transactions, or (e) the consummation of the Merger or any of the transactions contemplated by the Reorganization Agreement.

All other terms not otherwise defined herein shall have the meanings ascribed to such terms in the Reorganization Agreement.

(b) *Effect on Company Capital Stock.* At Effective Time, by virtue of the Merger and without any action on the part of Parent, Sub, the Company or the holders of any of their securities:

(i) *Conversion of Company Common Stock.* Each share of Company Common Stock issued and outstanding immediately prior to the Effective Time shall be converted and exchanged, without any action on the part of the holders thereof, into the right to receive 1.2582 shares of the Parent Common Stock (the "***Merger Consideration***"). The Merger Consideration shall be distributed to such holders upon the terms and subject to the conditions of this Agreement and the Reorganization Agreement.

(ii) *Treatment of Company Options and Other Equity-Based Awards.*

A. At the Effective Time each Company Option shall cease to represent a right to acquire shares of Company Common Stock and shall be terminated. Prior to the Effective Time, the Company shall take all action necessary to effect the termination of all Company Options as contemplated by the Reorganization Agreement including without limitation acceleration of the vesting of Company Options in accordance with their terms. No Company Stock Plans will continue after the Effective Time or be assumed or continued by Parent or the Surviving Corporation.

B. Prior to the Effective Time, the Company shall take all actions (including, if appropriate, amending the terms of the Company's employee stock purchase plan (the "ESPP")) that are necessary to (i) cause the ending date of the then current purchase period under the ESPP to occur on or before the last trading day prior to the Effective Time (the "Final Purchase Date"), (ii) cause all then existing offerings under the ESPP to terminate immediately following the purchase on the Final Purchase Date, (iii) suspend all future offerings that would otherwise commence under the ESPP following the Final Purchase Date and (iv) cease all further payroll deductions under the ESPP effective as of the Final Purchase Date. On the Final Purchase Date, the Company shall apply the funds credited as of such date under the ESPP within each participant's payroll withholding account to the purchase of whole shares of Company Common Stock in accordance with the terms of the ESPP, which shares shall be treated in the manner described in Section 1.5 of the Reorganization Agreement.

C. The Company Warrants will continue to be in effect pursuant to their terms.

(iii) *Capital Stock of Sub.* At the Effective Time, each share of Sub Common Stock issued and outstanding immediately prior to the Effective Time shall be converted into and exchanged for one validly issued, fully paid and nonassessable share of common stock of the Surviving Corporation. Each stock certificate of Sub evidencing ownership of any such shares shall continue to evidence ownership of such shares of capital stock of the Surviving Corporation.

(iv) *Dissenters' Rights.* Notwithstanding anything in the Reorganization Agreement or this Agreement to the contrary, any shares of Company Common Stock held by a holder who has demanded and perfected such holder's right for appraisal of such shares in accordance with California Law and who, as of the Effective Time, has not effectively withdrawn or lost such right to appraisal ("***Dissenting Shares***"), if any, shall not be converted into the Merger Consideration but shall instead be converted into the right to receive such consideration as may be determined to be due with respect to such Dissenting Shares pursuant to California Law. Company shall give Patent prompt notice of any demand received by Company to require Company to purchase shares of Company Common Stock, and Parent shall have the right to direct and participate in all negotiations and proceedings with respect to such demand. Company agrees that, except with the prior written consent of Parent, or as required under the California Law, it will not voluntarily make any payment with respect to, or settle or offer to settle, any such purchase demand. Each holder of Dissenting Shares who, pursuant to the provisions of California Law, becomes entitled to payment of the fair value for shares of Company Common Stock shall receive payment therefore (but only after the value therefore shall have been agreed upon or finally determined pursuant to such provisions). If, after the Effective Time, any Dissenting Shares shall lose their status as Dissenting Shares, Parent shall issue and deliver, upon surrender by such shareholder of a certificate or certificates representing shares of Company Common Stock, the portion of the Merger

Consideration to which such shareholder would otherwise be entitled under this Agreement, upon the terms and subject to the conditions of this Agreement and the Reorganization Agreement.

ARTICLE III
MISCELLANEOUS

3.1 *Termination by Mutual Agreement.* Notwithstanding the approval of this Agreement by the shareholders of Sub and the Company, this Agreement may be terminated at any time prior to the Effective Time by mutual agreement of the Board of Directors of Sub and the Company.

3.2 *Termination of Reorganization Agreement.* Notwithstanding the approval of this Agreement by the shareholders of Sub and the Company, this Agreement shall terminate forthwith in the event that the Reorganization Agreement shall be terminated prior to the Effective Time as therein provided.

3.3 *Amendment.* Prior to the Effective Time this Agreement may be amended by the parties hereto at any time before or after approval hereof by the shareholders of either Sub or the Company, but, after any such approval, no amendment will be made which, under the applicable provisions of California Law, requires the further approval of shareholders without obtaining such further approval. This Agreement shall not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

3.4 *Counterparts.* This Agreement may be executed in one or more counterpart, each of which shall be deemed an original , but all of which together shall constitute one agreement.

3.5 *Governing Law.* This Agreement shall be governed in all respects, including validity, interpretation and effect by the laws of the State of California.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned have executed this Agreement of Merger as of the date first above written.

WHITE SHADOW, INC.

By: /s/ Chris Caulson

Chris Caulson, President and Secretary

KRATOS DEFENSE & SECURITY SOLUTIONS, INC.

By: /s/ Eric M. DeMarco

Eric M. DeMarco, President

By: /s/ Laura L. Siegal

Laura L. Siegal, Secretary

SYS

By: /s/ Clifton L. Cooke

Clifton L. Cooke, Jr., President

By: /s/ Michael W. Fink

Michael W. Fink, Secretary

Exhibit A

AMENDED AND RESTATED ARTICLES OF INCORPORATION

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
SYS

ARTICLE I

The name of the corporation is: SYS

ARTICLE II

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.

ARTICLE III

The corporation is authorized to issue only one class of shares which shall be designated "Common Stock," $0.001 par value per share. The total number of shares which the corporation is authorized to issue is one thousand (1,000).

ARTICLE IV

(a) The liability of directors of the corporation for monetary damages shall be eliminated to the fullest extent permissible under California law.

(b) The corporation is authorized to provide indemnification of agents (as defined in Section 317 of the California Corporations Code) through bylaw provisions, agreements with agents, vote of shareholders or disinterested directors, or otherwise, in excess of the indemnification otherwise permitted by Section 317 of the California Corporations Code, subject only to the applicable limits set forth in Sections 204 and 317 of the California Corporations Code with respect to actions for breach of duty to the corporation and its shareholders.

(c) Any amendment, repeal of modification of any provision of this Article IV shall not adversely affect any right or protection of an agent of this corporation existing at the time of such amendment, repeal or modification.

SYS

OFFICERS' CERTIFICATE OF APPROVAL OF MERGER

The undersigned, Clifton L. Cooke, Jr. and Michael W. Fink, hereby certify that:

1. They are the President and Secretary, respectively, of SYS, a California corporation (the "Company").

2. The principal terms of the Agreement of Merger in the form attached to this Certificate (the "***Merger Agreement***") providing for the merger (the "***Merger***") of White Shadow, Inc., a California corporation, with and into the Company were duly approved by the Board of Directors and shareholders of the Company.

3. The authorized capital stock of the Company consists of 48,000,000 shares of Common Stock, 2,000,000 shares of Preference Stock and 250,000 shares of Preferred Stock. There were 19,901,374 shares of Common Stock and 250,000 shares of Preferred Stock. There were 19,901,374 shares of Common Stock of the Company issued and outstanding, all of which were entitled to vote upon the Merger. There are no shares of Preference Stock and no shares of Preferred Stock of the Company issued and outstanding. The votes of more than fifty percent (50%) of the outstanding shares of Common Stock of the Company were required to approve the Merger and the principal terms of the Merger Agreement.

4. The principal terms of the Merger Agreement were approved by the consent of the holders of a majority of the outstanding shares of Common Stock of the Company, which votes exceeded the votes required.

The undersigned further declares 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 his own knowledge.

Date: June 26, 2008

/s/ Clifton L. Cooke

Clifton L. Cooke, Jr., President

/s/ Michael W. Fink

Michael W. Fink, Secretary

WHITE SHADOW, INC.

OFFICERS' CERTIFICATE OF APPROVAL OF MERGER

The undersigned, Chris Caulson, hereby certifies that:

1. He is the President and Secretary of White Shadow, Inc., a California corporation (the "***Sub***").

2. The principal terms of the Agreement of Merger in the form attached to this Certificate (the "***Merger Agreement***") providing for the merger (the "***Merger***") of Sub with and into SYS, a California corporation, were duly approved by the Board of Directors and the sole shareholder of Sub.

3. The authorized capital stock of the Sub consists of 1,000 shares of Common Stock. There were 1,000 shares of Common Stock of Sub issued and outstanding, all of which were entitled to vote upon the Merger. A vote of more than 50% of the outstanding shares of Common Stock of Sub was required to approve the Merger.

4. The principal terms of the Merger Agreement were approved by the consent of Sub's sole shareholder, holding one hundred percent (100%) of the Company's issued and outstanding shares, which vote exceeded the vote required.

The undersigned further declares 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 their own knowledge.

Date: June 26, 2008

/s/ Chris Caulson

Chris Caulson, President and Secretary

CERTIFICATE OF AMENDMENT OF
ARTICLES OF INCORPORATION

The undersigned certify that:

1. They are the president and the secretary, respectively, of SYS, a California corporation.

2. Article I of the Articles of Incorporation of this corporation is amended to read as follows:

   The name of the corporation is: Kratos Technology & Training Solutions, Inc.

3. The foregoing amendment of Articles of Incorporation has been duly approved by the board of directors.

4. The foregoing amendment of Articles of Incorporation has been duly approved by the required vote of shareholders in accordance with Section 902, California Corporations Code. The total number of outstanding shares of the corporation is 1,000. The number of shares voting in favor of the amendment equaled or exceeded the vote required. The percentage vote required was more than 50%.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

DATE: December 17, 2010

/s/ Eric DeMarco

Eric DeMarco, President

/s/ Laura Siegal

Laura Siegal, Secretary

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Exhibit 3.76

ARTICLES OF INCORPORATION
of
MICRO SYSTEMS, INC.

The undersigned subscribers to these Articles of Incorporation, each a natural person competent to contract, hereby associate themselves together to form a corporation under the laws of the State of Florida.

ARTICLE I. NAME

The name of this corporation is: MICRO SYSTEMS, INC.

ARTICLE II. NATURE OF BUSINESS

This corporation shall have the general powers specified for corporations in Section 4 of Chapter 75-250(H51395), Florida Statutes adopted 1975.

ARTICLE III. CAPITAL STOCK

The maximum number of shares of stock that this corporation is authorized to have outstanding at any one time is Ten thousand (10,000) shares of common stock having a nominal or par value of One ($1.00) Dollar per share, together with such other classes or kinds of stock as may be authorized by amendment hereof or by resolution duly adopted in accordance with Florida Statute 608.14(3).

ARTICLE IV. INITIAL CAPITAL

The amount of capital with which this corporation will begin business is Five hundred ($500.00) Dollars.

ARTICLE V. TERM OF EXISTENCE

This corporation is to exist perpetually.

ARTICLE V(a). REGISTERED OFFICE AND REGISTERED AGENT

The registered office of this corporation shall be the same as its place of business, to-wit: 116 Arlington Drive, Panama City, Florida 32401. The registered agent of this corporation shall be Forrest L. Dunn whose business office is identical with the above registered office.

ARTICLE VI. ADDRESS

The initial post office address of the principal office of this corporation in the State of Florida is: 116 Arlington Drive, Panama City, Florida 32401. The Board of Directors may from time to time move the principal office to any other address in Florida.

ARTICLE VII. DIRECTORS

This corporation shall have two (2) directors, initially. The number of Directors may be increased or diminished from time to time, by by-laws adopted by the stockholders.

ARTICLE VIII. INITIAL DIRECTORS

The name and post office addresses of the members of the first Board of Directors are:

Forrest L. Dunn	116 Arlington Drive, Panama City, Florida 32401
Larry W. Cooper	3341 Willow Crescent Drive, Fairfax, Virginia 22030

ARTICLE IX. SUBSCRIBERS

The name and post office address of each subscriber of these Articles of Incorporation, the number of shares of stock each agrees to take and the value of the consideration therefor are:

NAME	ADDRESS	SHARES	CONSIDERATION
Forrest L. Dunn	116 Arlington Drive Panama City, Florida 32401	250	$ 250.00
Larry W. Cooper	3341 Willow Crescent Drive Fairfax, Virginia 22030	250	$ 250.00

ARTICLE X. AMENDMENT

These Articles of Incorporation may be amended in the manner provided by law. Every amendment shall be approved by the Board of Directors, proposed by them to the stockholders, and approved at a stockholders' meeting by a majority of the stock entitled to vote thereon, unless all the directors and all the stockholders sign a written statement manifesting their intention that a certain amendment of these Articles of Incorporation be made.

/s/ Forrest L. Dunn

Forrest L. Dunn

/s/ Larry W. Cooper

Larry W. Cooper

STATE OF FLORIDA

COUNTY OF BAY

I hereby certify that on this day, before me, a Notary Public duly authorized in the State and County above named to take acknowledgments, personally appeared Forrest L. Dunn, to me known to be one of the persons described as subscribers in and who executed the foregoing Articles of Incorporation, and acknowledged before me that he subscribed to those Art icles of Incorporation.

WITNESS my hand and official seal in the County and State above named, this 22 day December, 1975.

My commission expires:

/s/

Notary Public

SEAL

STATE OF VIRGINIA

COUNTY OF FAIRFAX

I hereby certify that on this day, before me, a Notary Public duly authorized in the State and County above named to take acknowledgments, personally appeared Larry W. Cooper, to me known to be one of the persons described as subscribers in and who executed the foregoing Articles of Incorporation, and acknowledged before me that he subscribed to those Articles of Incorporation.

WITNESS my hand and official seal in the County and State above named, this 26th day of December, 1975.

/s/

Notary Public

My commission expires:
11-15-76

ARTICLES OF RESTATEMENT OF THE ARTICLES OF INCORPORATION OF MICROSYSTEMS INC.
(the "Corporation)

Pursuant to Florida Statue 607.1007 (1989), as amended, these Articles of Restatement are adopted by the undersigned Corporation:

FIRST: The name of the Corporation is: Micro Systems, Inc.

SECOND: The articles of incorporation of the Corporation shall be restated in their entirety in accordance with the restated articles of incorporation attached hereto as *Exhibit A*.

THIRD: By unanimous written consent, effective August 15, 1995, the board of directors of the Corporation unanimously adopted the restated articles.

FOURTH: By written consent, effective August 15, 1995, the shareholders of the Corporation adopted the restated articles. The votes cast by the shareholders of the Corporation for the restated articles were sufficient to approve the restated articles.

This the 15th day of August, 1995.

MICRO SYSTEMS, INC.

By: /s/ Thomas Ferguson, Jr.

Thomas Ferguson, Jr.
Its President

CERTIFICATION

The undersigned being the president of the Corporation does hereby certify that the board of directors of the Corporation adopted unanimously the restated articles of incorporation in an unanimous written consent dated 15 August, 1995, and that the shareholders of the Corporation adopted the restated articles of incorporation by written consent dated 15 August, 1995. The votes cast by the shareholders of the Corporation for the restated articles of incorporation were sufficient to approve the restated articles.

/s/ Thomas Ferguson, Jr.

Thomas Ferguson, Jr.
President, Micro Systems, Inc.

Exhibit A

(Restated Articles of Incorporation)

RESTATED ARTICLES OF INCORPORATION

of

MICRO SYSTEMS, INC.

The undersigned hereby acknowledges the incorporation of Micro Systems, Inc. (the "Corporation") under these Restated Articles of Incorporation in accordance with the laws of the State of Florida.

ARTICLE I. NAME

The name of the Corporation is: MICRO SYSTEMS, INC.

ARTICLE II. PRINCIPAL OFFICE

The principal office and mailing address of the Corporation is 65 Hill Avenue Fort Walton Beach Industrial Park, Fort Walton Beach, Florida 32548. The board of directors may from time to time move the principal office to any other address in Florida.

ARTICLE III. CAPITAL STOCK

The maximum number of shares of stock that this Corporation is authorized to have outstanding at any one time is Ten thousand (10,000) shares of common stock having a nominal or par value of One ($1.00) Dollar per share, together with such other classes or kinds of stock as may be authorized by amendment hereof or by resolution duly adopted in accordance with applicable law.

ARTICLE IV. REGISTERED OFFICE AND REGISTERED AGENT

The registered office of this Corporation shall be 65 Hill Avenue, Fort Walton Beach Industrial Park, Fort Walton Beach, Florida 32548. The registered agent of this Corporation shall be Larry W. Cooper, whose business office is identical with the above registered office.

ARTICLE V. INCORPORATORS

The name and address of the Incorporator is:

Larry W. Cooper	65 Hill Avenue, Fort Walton Beach Industrial Park Fort Walton Beach, Florida 32548

ARTICLE VI. AMENDMENT

These Articles of Incorporation may be amended in the manner provided by law. Every amendment shall be approved by the Board of Directors, proposed by them to the stockholders, and approved at a stockholders' meeting by a majority of the stock entitled to vote thereon, unless all the directors and all the stockholders sign a written statement manifesting their intention that a certain amendment of these Restated Articles of Incorporation be made.

/s/ Larry W. Cooper

Larry W. Cooper

ARTICLES OF AMENDMENT

TO

ARTICLES OF INCORPORATION

OF

MICRO SYSTEMS, INC.

Pursuant to the provisions of section 607.1006, Florida Statutes, this Florida profit corporation adopts the following articles of amendment to its articles of incorporation:

FIRST: Amendment adopted: Article III of the RESTATED ARTICLES OF INCORPORATION OF MICRO SYSTEMS, INC.

SECOND: Provisions for implementing the amendment set forth in the following resolution of the Shareholders of the Corporation:

RESOLVED that all certificates evidencing ownership of the capitol stock of the corporation, including treasury stock, shall be surrendered within fifteen days of the date hereof and shall be replaced by new certificates evidencing the ownership of 100 shares of stock having a par value of One cent ($.01) per share for each share of One Dollar par value capital stock surrendered.

THIRD: The date of the amendment is December 10, 1998.

FOURTH: The amendment was approved by the Shareholders. The number of votes cast for the amendment was sufficient for the approval.

Signed this 10 day of December, 1998.

/s/ Thomas Ferguson, Jr.

Thomas Ferguson, Jr., President
MICRO SYSTEMS, INC.

QuickLinks

Exhibit 3.77

CERTIFICATE OF INCORPORATION

OF

MSI ACQUISITION CORP.
(a Delaware Corporation)

THE UNDERSIGNED, a natural person, for the purpose of organizing a corporation for conducting the business and promoting the purposes hereinafter stated, under the provisions and subject to the requirements of the laws of the State of Delaware (particularly, Chapter 1, Title 8, of the Delaware Code and the acts amendatory thereof and supplemental thereto and known, identified and referred to as the "General Corporation Law of the State of Delaware"), hereby certifies that

FIRST: The name of the corporation is:

MSI ACQUISITION CORP.

SECOND: The location of the registered office of the Corporation in the State of Delaware is at Corporation Trust Center, 1209 Orange Street, City of Wilmington, County of New Castle. The name of the registered agent of the Corporation in the State of' Delaware at such address upon whom process against the Corporation maybe saved is The Corporation Trust Company.

THIRD: The purpose of the Corporation is to engage in any lawful act or activity for which a Corporation may be organized under the General Corporation Law of the State of Delaware.

FOURTH: The total number of shares of stock which the corporation shall have authority to issue is ONE THOUSAND FIVE HUNDRED (1,500), without par value.

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

Melinda O'Donnell	Beckman, Lieberman & Barandes, LLP 100 Jericho Quadrangle Suite 329 Jericho, New York 11753

SIXTH: The Board of Directors of the Corporation shall expressly have the power and authorization to make, alter and repeal the By-Laws of the Corporation, subject to the reserved power of the stockholders to make, alter and repeal any By-Laws adopted by the Board of Directors. Unless and except to the extent required by the By-Laws of the Corporation, elections of directors need not be by written ballot

SEVENTH: 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 he or his testator or intestate was, a director, officer, employee or agent of the Corporation, or served at the request of the Corporation as a director, officer, employee, trustee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall be indemnified against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with any such threatened, pending or completed action, suit or proceeding to the full extent authorized under Section 145 of the General Corporation Law of the State of Delaware. The foregoing right of indemnification shall in no way be exclusive of any other rights of indemnification to which such director, officer, employee or agent may be entitled under any By-Law, agreement, vote of stockholders or disinterested directors, or otherwise.

EIGHTH: Any and all right, title, interest and claim in or to any dividends declared by the Corporation, whether in cash, stock, or otherwise, which are unclaimed by the stockholder entitled thereto for a period of six (6) years after the close of business on the payment date shall be and be deemed to be extinguished and abandoned; such unclaimed dividends in the possession of the Corporation, its transfer agents, or other agents or depositaries, shall at such time become the absolute property of the Corporation, free and clear of any and all claims for any person whatsoever.

NINTH: Any and all directors of the Corporation shall not be liable to the Corporation or any stockholder thereof for monetary damages for breach of fiduciary duty as director except as otherwise required by law. No amendment to or repeal of this Article NINTH shall apply to or have any effect on the liability or alleged liability of any director of the Corporation for or with respect to any act or omission of such director occurring prior to such amendment or repeal.

TENTH: From time to time any of the provisions of this Certificate of Incorporation may be amended, altered or repealed, and other provisions authorized by the laws of the State of Delaware at the time in force may be added or inserted in the manner and at the time prescribed by said laws, and all rights at any time conferred upon the stockholders of the Corporation by the Certificate of Incorporation are granted subject to the provisions of this Article TENTH.

THE UNDERSIGNED, for the purposes of forming a Corporation under the laws of the State of Delaware, does hereby make and execute this Certificate and affirm and acknowledge, under the penalties of perjury, that this Certificate is my act and deed and that the facts herein stated are true, and I have accordingly set my hand hereto this 18th day of January, 2005.

/s/ Melinda O'Donnell

Melinda O'Donnell
100 Jericho Quadrangle, Suite 329
Jericho, New York 11753

QuickLinks

Exhibit 3.78

ARTICLES OF INCORPORATION
OF
PROTECTION EQUIPMENT CORPORATION

ARTICLE I

The name of the corporation is *Protection Equipment Corporation*

ARTICLE II

The corporation's purposes are:

(a) Primarily to engage in the specific business of *manufacturing, servicing, and selling bank security equipment.*

(b) *Generally to engage in the business of providing services for Banks, Savings & Loans, Markets, Drug Stores, and other businesses using protection equipment. Preventative Maintenance service for safes, vaults, timelocks, electronic equipment, closed circuit television, pneumatic tube systems, and surveillance camera systems, and also providing such equipment for those being serviced.*

(c) To engage in any business of transaction, whether related or unrelated to those described in Paragraphs (a) and (b) above, which may from time to time be authorized or approved by the Board of Directors of this corporation.

(d) To act as principal, agent, partner, joint venture, or in any other legal capacity in any transaction.

(e) To transact business anywhere in the world.

(f) To have and exercise all rights and powers which are now and which may in the future be granted to a corporation by law.

The above statement of purposes shall be construed as a statement of both purposes and powers, and the provisions of each paragraph shall not be limited by reference to or inference from one another, but each shall be considered as separate statements conferring independent purposes and powers upon corporation.

ARTICLE III

The County in the State of California where the principal office for the transaction of the business of the corporation is located is the County of *Orange*.

ARTICLE IV

(a) The number of directors of the corporation is *three*, provided that the number if such directors may from time to time be changed by amendment of the By-Lays of this corporation.

(b) The names and addresses of the persons who are appointed to act as first directors of the corporation are:

NAMES	ADDRESSES
Lee A. Kann	225 S. Jensen Way #2, Fullerton, CA
Fred A. Campbell	9819 Mills Avenue, Whittier, CA
Diana R. Weaver	14806 Kornblum Avenue, Hawthorne, CA

(c) The Board of Directors of the corporations shall be permitted to take any action authorized by Division 1 of the California Corporations Code without a meeting, provided all members of the Board consent in writing to suck action and such consent or consents are filed with the minutes of the proceedings of the Board.

ARTICLE V

The corporation is authorized to issue only one class of shares having a total number of *7500* shares. The aggregate par value of such shares is *$ NONE*, and the par value of each share is *$ NONE* (If no-par shares are to authorized and issued, omit the foregoing sentence and in its place insert: "Each share shall be without par value.") **Each share shall be without par value.**

ARTICLE VI

No distinction shall exist between the shares of the corporation or the holders of such shares.

ARTICLE VII

(a) All shares issued by the corporation shall be fully paid and nonassessable and shall not be subject to assessment for the debts or liabilities of the corporation.

(b) Each shareholder of this corporation shall be entitled to full pre-emptive or preferential rights, as such rights are defined by law, to subscribe for or purchase his proportional part of any shares which may be issued at any time by this corporation.

(c) Before there can be a valid sale or transfer of any of the shares of this corporation by any shareholder, he shall first offer such shares lo the corporation and then to the other shareholders in the following manner:

(1) Such offering shareholder shall deliver a notice in writing by mail or otherwise to the Secretary of the corporation stating the price, terms, and conditions of such proposed sale or transfer, the number of shares to be sold or transferred, and his intention so to sell or transfer such shares. Within fourteen (14) days thereafter, the corporation shall have the prior right to purchase all or any full number of such shares so offered at the price upon the terms and condition stated in such notice. Should the corporation fail to purchase all of said shares, at the expiration of said fourteen-day period, or prior thereto upon the determination of the corporation to purchase non or only a portion of such shares so offered, the Secretary of the corporation shall within five (5) days thereafter, mail or deliver to each of the other shareholders a notice setting forth the particulars concerning said shares not so purchased by the corporation described in the notice received from the offering shareholder. The other shareholders shall have the right to purchase all of the shares specified in said Secretary's notice by delivering to the Secretary by mail or otherwise a written offer or offers to purchase all or any specified number of such shares upon the terms so described in the Secretary's notice if such offer or offers are so delivered to the Secretary within ten (10) days after mailing or delivering such Secretary's notice to suck other shareholders. If the total number of shares specified in such offers so received within such period by the Secretary exceeds the number of shares referred to in such Secretary's notice, each offering shareholder shall be entitled to purchase such proportion of the shares referred to in said notice to the Secretary, as the number of shares of this corporation, which he holds, bears to the total number of shares held by all such shareholders desiring to purchase the shares referred to in said notice to the Secretary.

(2) If all of the other shares referred to in said notice to the Secretary are not disposed of under such apportionment, each shareholder desiring to purchase shares in a number in excess of his proportionate share, as provided above, shall be entitled to purchase such proportion of those shares which remain thus undisposed of, as the total number of shares which he holds bears to the total number of shares held by all of the shareholders desiring to purchase shares in excess of those to which they are entitled under such apportionment.

(3) If non or only a part of the share referred to in said notice to the Secretary is purchased, as aforesaid, by the corporation or in accordance with others made by other shareholders within said ten (10) day period, the shareholder desiring to sell or transfer may dispose of all shares of stock referred to in said notice to the Secretary not so purchased by the corporation or by the other shareholders, to any person or persons he may so desire; provided, however, that he shall not sell or transfer such shares at a lower price or on terns more favorable to the purchase or trustee than those specified in said notice to the Secretary.

(4) Within the limitations herein provided, this corporation may purchase the shares of this corporation from any offering shareholder, provided, however, that at no time shall this corporation be permitted to purchase all of its outstanding voting shares. Any sale or transfer or purported sale or transfer of the shares of the corporation shall be null and void unless the terms, conditions, and provisions of sub-part (c) of this article SEVENTH are strictly observed and followed.

IN WITNESS WHEREOF, the undersigned and above named incorporators and first directors of this corporation have executed these Articles of Incorporation on , 19 .

/s/ _____ _____

/s/ _____ _____

/s/ _____ _____

State of California
County of Orange

On August 6, 1973 before me, the Undersigned, a Notary Public in and for said State personally appeared

/s/ _____

/s/ _____

/s/ _____

Known to me to be the persons whose names are subscribed to the foregoing Articles of Incorporation, and acknowledged to me that they executed the same

WITNESS my hand and official seal

/s/ _____

Notary Public in and for said State

CERTIFICATE OF AMENDMENT OF

ARTICLES OF INCORPORATION OF

PROTECTION EQUIPMENT CORPORATION

LEE A. KANN and DIANA R. WEAVER, certify:

1. That they are the- President and the Secretary respectively, of PROTECTION EQUIPMENT CORPORATION, a California corporation.

2. That at a meeting of the Board of Directors of said corporation, duly held at the corporate offices on the 20th day of August, 1976, the following resolution was adopted:

"RESOLVED, that ARTICLE 1 of the Articles of Incorporation which reads as follows:

'The name of this corporation is PROTECTION EQUIPMENT CORPORATION'

be amended to read as follows:

'The name of this corporation is NATIONAL SAFE OF CALIFORNIA.'"

3. That the sole shareholder has adopted said Amendment by written consent. That the wording of the amended Article, as set forth in the Shareholder's Written Consent, is the same as that set forth in the Directors' resolution in Paragraph 2 above.

4. That the number of shares represented by written consent is five thousand (5,000). That the total number of shares entitled to vote on or consent to the Amendment is five thousand (5,000).

DATED: August 20, 1976.

/s/ Lee A. Kann

LEE A. KANN
President of
PROTECTION EQUIPMENT CORPORATION

/s/ Diane R. Weaver

DIANE R. WEAVER
Secretary of
PROTECTION EQUIPMENT CORPORATION

Each of the undersigned declares under penalty of perjury that the matters set forth in the foregoing Certificate are true and correct

Executed at Fullerton, California, this 20th day of August, 1976.

/s/ Lee A. Kann

LEE A. KANN

/s/ Diane R. Weaver

DIANE R. WEAVER

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Exhibit 3.78

Exhibit 3.79

BY-LAWS OF
PROTECTION EQUIPMENT CORPORATION

ARTICLE I
PLACE OF BUSINESS

The principal office for the transaction of the business of the corporation shall be located at such place or places within the County of Orange, State of California, as the Board of Directors shall from time to time determine.

ARTICLE II
MEETINGS OF SHAREHOLDERS

Section 1. PLACE. All meetings of the shareholders shall be held at the principal office of the corporation in the State of California.

Section 2. ANNUAL. The annual meeting of the shareholders shall be held on the second Tuesday of September, in each year, if not a legal holiday, and if a legal holiday, then on the next succeeding business day, at the hour of 10:00 o'clock A.M., at which time the shareholders shall elect by plurality vote a Board of Directors, consider reports of the affairs of the Corporation, and transact such other business as may properly be brought before the meeting.

Section 3. SPECIAL. Special meetings of the shareholders, for any purpose or purposes whatsoever, may be called at any time by the President, or by the Board of Directors, or by any two or more members thereof, or by one or more shareholders holding not less than one-fifth of the voting power of the corporation.

Section 4. NOTICE OF MEETINGS AND ADJOURNED MEETINGS. Notices of meetings, annual or special, shall be given in writing to shareholders entitled to vote by the Secretary or the Assistant Secretary, or if there be no such officer, or in case of his neglect or refusal, by any director or shareholder.

Such notices shall be sent to the shareholder's address appearing on the books of the corporation, or supplied by him to the corporation for the purpose of notice, not less than seven days before such meeting.

Notice of any meeting of shareholders shall specify the place, the day and the hour of meeting, and in case of special meeting, as provided by the Corporations Code of California, the general nature of the business to be transacted.

When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in case of an original meeting. Save, as aforesaid, it shall not be necessary to give any notice of the adjournment or of the business to be transacted at an adjourned meeting other than by announcement at the meeting at which such adjournment is taken.

Section 5. ENTRY OF NOTICE. Whenever any shareholder entitled to vote has been absent from any meeting of shareholders, whether annual or special, an entry in the minutes to the effect that notice has been duly given shall be sufficient evidence that due notice of such meeting was given to such shareholder, as required by law and the by-laws of the corporation.

Section 6. CONSENT TO SHAREHOLDERS' MEETINGS. The transactions of any meeting of shareholders, however called and noticed, shall be valid as though had at a meeting duly held after regular call and notice, if a quorum be present either in person or by proxy, and if, either before or after the meeting, each of the shareholders entitled to vote, not present in person or by proxy, sign a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

EXHIBIT B

Any action which may be taken at a meeting of the shareholders may be taken without a meeting if authorized by a writing signed by all of the holders of shares who would be entitled to vote at a meeting for such purpose, and filed with the Secretary of the corporation.

Section 7. QUORUM. The holders of a majority of the shares entitled to vote thereat, present in person, or represented by proxy, shall be requisite and shall constitute a quorum at all meetings of the shareholders for the transaction of business except as otherwise provided by law, by the Articles of Incorporation, or by these By-Laws. If, however, such majority shall not be present or represented at any meeting of the shareholders, the shareholders entitled to vote thereat, present in person, or by proxy, shall have power to adjourn the meeting from time to time, until the requisite amount of voting shares shall be present. At such adjourned meeting at which the requisite amount of voting shares shall be represented, any business may be transacted which might have been transacted at the meeting as originally notified.

Section 8. VOTING. Only persons in whose names shares entitled to vote stand on the stock records of the corporation on the day of any meeting of shareholders, unless some other day be fixed by the Board of Directors for the determination of shareholders of record, then on such other day, shall be entitled to vote at such meeting.

Every shareholder entitled to vote shall be entitled to one vote for each of said shares and shall have the right to accumulate his votes as provided in Section 2235 Corporations Code of California.

Section 9. PROXIES. Every person entitled to vote or execute consents may do so either in person or by one or more agents authorized by a written proxy executed by the person or his duly authorized agent and filed with the secretary of the corporation.

ARTICLE III
DIRECTORS—MANAGEMENT

Section 1. POWERS. Subject to the limitation of the Articles of Incorporation, of the By-Laws and of the Laws of the State of California as to actions to be authorized or approved by the shareholders, all corporate powers shall be exercised by or under authority of, and the business and affairs of this corporation shall be controlled by, a Board of Directors.

Section 2. NUMBER OF DIRECTORS AND QUALIFICATIONS. The authorized number of directors of the corporation shall be three (3), until changed by amendment to the Articles of Incorporation or by an amendment to this Section 2, Article III of these By-Laws, adopted by the vote or written assent of the shareholders entitled to exercise the majority of the voting power of the corporation.

Section 3. ELECTION AND TENURE OF OFFICE. The directors shall be elected by ballot at the annual meeting of the shareholders, to serve for one year and until their successors are elected and have qualified. Their term of office shall begin immediately after election.

Section 4. VACANCIES. Vacancies in the Board of Directors may be filled by a majority of the remaining directors, though less than a quorum, or by a sole remaining director, and each director so elected shall hold office until his successor is elected at an annual meeting of shareholders or at a special meeting called for that purpose.

The Shareholders may at any time elect a director to fill any vacancy not filled by the directors, and may elect the additional directors at the meeting at which an amendment of the By-Laws is voted authorizing an increase in the number of directors.

A vacancy or vacancies shall be deemed to exist in case of the death, resignation or removal of any director, or if the shareholders shall increase the authorized number of directors but shall fail at the meeting at which such increase is authorized, or at an adjournment thereof, to elect the additional

director so provided for, or in case the shareholders fail at any time to elect the full number of authorized directors.

If the Board of Directors accepts the resignation of a Director tendered to take effect at a future time, The Board, or the shareholders, shall have power to elect a successor to take office when the resignation shall become effective.

No reduction of the number of directors shall have the effect of removing any director prior to the expiration of his term of office.

The entire Board of Directors or any individual director may be removed from office as provided by Section 810 of the Corporations Code of the State of California.

Section 5. PLACE OF MEETINGS. Meetings of the Board of Directors shall be held at the office of the corporation in the State of California, as designated for this purpose, from time to time, by resolution of the Board of Directors or written consent of all of the Members of the Board. Any meeting shall be valid, wherever held, if held by the written consent of all Members of the Board of Directors, given either before or after the meeting and filed with the Secretary of the corporation.

Section 6. ORGANIZATION MEETINGS. The organization meetings of the Board of Directors shall be held immediately following the adjournment of the annual meetings of the shareholders.

Section 7. OTHER REGULAR MEETINGS. Other regular meetings of the Board of Directors shall be held on 2nd Tuesday of September of each year. If said day shall fall upon a holiday, such meetings shall be held on the next succeeding business day thereafter. No notice need be given of such regular meetings.

Section 8. SPECIAL MEETINGS and NOTICE THEREOF. Special meetings of the Board of Directors for any purpose or purposes shall be called at any time by the President or if he is absent or unable or refuses to act, by any Vice-President or by any two directors.

Written notice of the time and place of special meetings shall be delivered personally to the directors or sent to each director by letter or by telegram, charges prepaid, addressed to him at his address as it is shown upon the records of the corporation, or if it is not so shown on such records or is not readily ascertainable, at the place in which the meetings of the directors are regularly held. In case such notice is mailed or telegraphed, it shall be deposited in the United States mail or delivered to the telegraph company in the place in which the principal office of the corporation is located at least forty-eight (48) hours prior to the time of the holding of the meeting. In case such notice is delivered as above provided; it shall be so delivered at least twenty-four (24) hours prior to the time of the holding of the meeting. Such mailing, telegraphing or delivery as above provided shall be due, legal and personal notice to such director.

Section 9. WAIVER OF NOTICE. When all the directors are present at any directors' meeting, however called or noticed, and sign a written consent thereto on the records of such meeting, or, if a majority of the directors are present, and if those not present sign in writing a waiver of notice of such meeting, whether prior to or after the holding of such meeting, which said waiver shall be filed with the Secretary of the corporation, the transactions thereof are as valid as if had at a meeting regularly called and noticed.

Section 10. NOTICE OF ADJOURNMENT. Notice of the time and place of holding an adjourned meeting need not be given to absent directors if the time and place be fixed at the meeting adjourned.

Section 11. QUORUM. A majority of the number of directors as fixed by the articles or By-Laws shall be necessary to constitute a quorum for the transaction of business, and the action of a

majority of the directors present at any meeting at which there is a quorum, when duly assembled, is valid as a corporate act; provided that a minority of the directors, in the absence of a quorum, may adjourn from time to time, but may not transact any business.

Section 12. DIRECTORS ACTING WITHOUT A MEETING. Any action required or permitted to be taken by the Board of Directors under any provision of this Article may be taken without a meeting, if all members of the Board shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board. Such action by written consent shall have the same force and effect as a unanimous vote of such directors. Any certificate or other document filed under any provision of this Article which relates to action so taken shall state that the action was taken by unanimous written consent of the Board of Directors without a meeting, and that the By-Laws, authorize the directors to so act, and such statement shall be prima facie evidence of such authority.

ARTICLE IV
OFFICERS

Section 1. OFFICERS. The officers of the corporation shall be

1. President
2. Vice-President
3. Secretary
4. Treasurer

The corporation may also have, at the discretion of the Board of Directors, a Chairman of the Board, one or more additional vice-presidents, one or more assistant-secretaries, one or more assistant-treasurers, and such other officers as may be appointed in accordance with the provisions of Section 3 of this Article. Officers other than the president and chairman of the board need not be directors. One person may hold two or more offices, except those of president and secretary.

Section 2. ELECTIONS. The Officers of the corporation, except such officers as may be appointed in accordance with the provisions of Section 3 or 5 of this Article, shall be chosen annually by the Board of Directors, and each shall hold his or her office at the pleasure of the Board of Directors, who may, either at a regular or special meeting, remove any such officer and appoint his or her successor.

Section 3. SUBORDINATE OFFICERS, ETC. The Board of Directors may appoint such other officers as the business of the corporation may require, each of whom shall hold office for such period, have such authority and perform such duties as are provided in the By-Laws or as the Board of Directors may from time to time determine.

Section 4. RESIGNATION AND REMOVAL. Any officer may be removed, either with or without cause, by of the directors at the time in office at a regular or special meeting of the board, or, except in case of an officer chosen by the Board of Directors, by any officer upon whom such power of removal may be conferred by the Board of Directors.

Any officer may resign at any time by giving written notice to the Board of Directors or to the president, or to the secretary of the corporation. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5. VACANCIES. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in the By-Laws for regular appointments to such office.

Section 6. CHAIRMAN OF THE BOARD. The Chairman of the Board, if there shall be such an officer, shall, if present, preside at all meetings of the Board of Directors, and exercise and perform such other powers and duties as may be from time to time assigned to him or her by the Board of Directors as prescribed by the By-Laws.

Section 7. PRESIDENT. Subject to such supervisory powers, if any, as may be given by the Board of Directors to the Chairman of the Board, if there be such an officer, the president shall be the chief executive officer of the corporation and shall, subject to the control of the Board of Directors, have general supervision, direction and control of the business and affairs of the corporation. He shall: (1) Preside at all meetings of the shareholders, and in the absence of the Chairman of the Board, or if there be none, at all meetings of the Board of Directors;

(2) Be a member of all the standing committees, including the executive committee, if any, and shall have the general powers and duties of management usually vested in the office of president of a corporation.

(3) Have such other powers and duties as may be prescribed by the Board of Directors or the By-Laws.

Section 8. VICE-PRESIDENTS. In the absence or disability of the president, the vice-presidents in order of their rank as fixed by the Board of Directors, or if not ranked, the vice-president designated by the Board of Directors, shall perform all 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 have such other powers and perform such other duties as from time to time may be prescribed for them by the Board of Directors or the By-Laws.

Section 9. SECRETARY. The secretary shall: (1) Keep, or cause to be kept, a book of minutes at the principal office or such other place as the Board of Directors may order, of all meetings of directors and shareholders, with the time and place of holding, whether regular or special, and if special, how authorized, the notice thereof given, the names of those directors and shareholders present, the names of those present at the directors' meeting, the number of shares present or represented at shareholders' meetings and the proceedings thereof;

(2) Keep, or cause to be kept, at the principal office or at the office of the corporation's transfer agent, a share register, or a duplicate share register, showing the names of the shareholders and their addresses; the number and classes of shares held by each; the number and date of certificates issued for the same; the number and date of cancellation of every certificate surrendered for cancellation;

(3) Give or cause to be given, notice of all meetings of shareholders and the Board of Directors, as required by the By-Laws or By-Law to be given;

(4) Keep the seal of the corporation in safe custody, and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or the By-Laws.

Section 10. TREASURER. The treasurer shall: (1) Keep and maintain, or cause to be kept and maintained, adequate and correct accounts of the properties and business transactions of the corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, surplus and surplus shares. Any surplus, including earned surplus, paid-in surplus and surplus arising from a reduction of stated capital, shall be classified according to source and shown in a separate account. The books of account shall at all times be open for inspection by any director;

(2) Shall deposit all monies and other valuables in the name and to the credit of the corporation with such depositories as may be designated by the Board of Directors;

(3) Disburse the funds of the corporation as may be ordered by the Board of Directors;

(4) Render to the president and directors, when they request it, an account of all of his or her transactions as treasurer and of the financial condition of the corporation;

(5) Have such other powers and perform such other duties as may be pre-scribed by the Board of Directors or the By-Laws.

ARTICLE V
RECORDS—REPORTS—INSPECTION

Section 1. RECORDS. The corporation shall maintain adequate and correct accounts, books and records of its business and properties. All of such books, records and accounts shall be kept at its principal place of business in the State of California, as fixed by the Board of Directors from time to time.

Section 2. INSPECTION. The share register or duplicate share register, the books of account, and minutes of proceedings of the shareholders and directors shall be open to inspection upon the written demand of any shareholder or the holder or a voting trust certificate, at any reasonable time, and for a purpose reasonably related to his or her interests as a shareholder, and shall be exhibited at any time when required by the demand of ten per cent of the shares represented at any shareholders' meeting. Such inspection may be made in person or by an agent or attorney, and shall include the right to make extracts. Demand of inspection other than at a shareholders' meeting shall be made in writing upon the president, secretary or assistant-secretary of the corporation.

Section 3. CHECKS, DRAFTS, ETC. All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness issued in the name of or payable to the corporation, shall be signed or endorsed by such person or persons and in such manner as, from time to time, shall be determined by resolution of the Board of Directors.

Section 4. ANNUAL REPORT. The Board of Directors of the corporation shall cause to be sent to the shareholders not later than days after the close of the fiscal or calendar year an annual report in compliance with the provisions of Section 3006 of the California Corporation Code, unless the By-Laws expressly dispense with such report.

Section 5. CONTRACTS, ETC. The Board of Directors, except as the By-Laws or Articles of Incorporation otherwise provide, may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances; and unless so authorized by the Board of Directors, no officer, agent or employee shall have any power or authority to bind the corporation by any contract or agreement or to pledge its credit to render it liable for any purpose or to any amount.

Section 6. INSPECTION OF BY-LAWS. The corporation shall keep in its principal office for the transaction of business the original or a copy of the By-Laws as amended or otherwise altered to date, certified by the secretary, which shall be open to inspection by the shareholders at all reasonable times during business hours.

ARTICLE VI
CERTIFICATES OF STOCK

Section 1. CERTIFICATES OF STOCK. Certificates for shares shall be of such form and device as the Board of Directors may designate and shall state the name of the record holder of the shares represented thereby; its number; date of issuance; the number of shares for which it is issued; the par value, if any, or a statement that such shares are without par value; a statement of the rights, privileges, preferences and restrictions, if any; a statement as to the redemption or conversion, if any; a statement of liens or restrictions upon transfer or voting, if any; if the shares be assessable, or, if assessments are collectible by personal action, a plain statement of such facts.

Every certificate for shares must be signed by the President or a Vice-President and the Secretary or an Assistant Secretary or must be authenticated by facsimiles of the signature of the President and Secretary or by a facsimile of the signature of its President and the written signature of its Secretary or an Assistant Secretary. Before it becomes effective every certificate for shares authenticated by a facsimile of a signature must be countersigned by a transfer agent or transfer clerk and must be registered by an incorporated bank or trust company, either domestic or foreign as registrar of transfers.

Section 2. TRANSFER. Upon surrender to the Secretary or 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.

Section 3. LOST OR DESTROYED CERTIFICATES. Any person claiming a certificate of stock to be lost or destroyed shall make an affidavit or affirmation of that fact and advertise the same in such manner as the Board of Directors may require, and shall if the directors so require give the corporation a bond of indemnity, in form and with one or more sureties satisfactory to the Board, in at least double the value of the stock represented by said certificate, whereupon a new certificate may be issued of the same tenor and for the same number of shares as the one alleged to be lost or destroyed.

Section 4. TRANSFER AGENTS AND REGISTRARS. The Board of Directors may appoint one or more transfer agents or transfer clerks, and one or more registrars, which shall be an incorporated bank or trust company, either domestic or foreign, who shall be appointed at such times and places as the requirements of the corporation may necessitate and the Board of Directors may designate.

Section 5. CLOSING STOCK TRANSFER BOOKS. The Board of Directors may close the transfer books in their discretion for a period not exceeding thirty days preceding any meeting, annual or special, of the shareholders, or the day appointed for the payment of a dividend.

ARTICLE VII
AMENDMENTS

Section 1. POWER OF SHAREHOLDERS. These By-Laws may be repealed or amended, or new By-Laws may be adopted at such annual meeting, or at any other meeting of the shareholders, called for the purpose by the Board of Directors, by a vote representing a majority of the shares entitled to vote, or by the written assent of such shareholders.

Section 2. POWER OF DIRECTORS. Subject to the right of shareholders as provided in Section 1 of this Article VII to adopt, amend or repeal By-Laws, By-Laws other than a By-Law or amendment thereof changing the authorized number of directors may be adopted, amended or repealed by the Board of Directors.

Section 3. RECORD OF AMENDMENTS. Whenever an amendment or new By-Law is adopted, it shall be copied in the Book of By-Laws with the original By-Laws, in the appropriate place. If any By-Law is repealed, the fact of repeal with the date of the meeting at which the repeal was enacted or written assent was filed shall be stated in said book.

ARTICLE VIII
SEAL

The Corporation shall adopt and use a corporate seal consisting of a circle setting forth on its circumference the name of the corporation and showing the State and date of incorporation.

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, being all the directors of Protection Equipment Corporation, a corporation incorporated, organized and existing under the laws of the State of California, do hereby certify that the foregoing By-Laws, were duly adopted as the By-Laws of the said corporation.

IN WITNESS WHEREOF, we have hereunto subscribed our names this 24th day of January , 1974.

KNOW ALL MEN BY THESE PRESENTS:

That I, the undersigned, the duly elected, and acting Secretary of Protection Equipment Corporation do hereby certify, that the above and foregoing By-Laws were adopted as the By-Laws of said corporation on the 24th day of January, 1974.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 24th day of January, 1974.

/s/ Diana R. Weaver

Secretary
Diana R. Weaver

KNOW ALL MEN BY THESE PRESENTS:

That I, the undersigned, the duly elected, and acting Secretary of Protection Equipment Corporation do hereby certify, that the above and foregoing Code of By-Laws was submitted to the shareholders at their first meeting held on the 24th day of January, 1974, and was ratified by the vote of shareholders entitled to exercise the majority of the voting power of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said corporation this 24th day of January, 1974.

/s/ Diana R. Weaver

Secretary
Diana R. Weaver

QuickLinks

Exhibit 3.86

CERTIFICATE OF FORMATION
OF
SCT ACQUISITION, LLC

Article I. Name

The name of the limited liability company is SCT Acquisition, LLC.

Article II. Registered Office

The address of its registered office in the State of Delaware is 3500 South Dupont Highway, Dover, Delaware 19901 in the County of Kent. The name of its registered agent at such address is Incorporating Services, Ltd.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of SCT Acquisition, LLC this 5th day of April 2010.

/s/ Douglas Boggs

Douglas C. Boggs, Esq.
Authorized Person

QuickLinks

Exhibit 3.87

AMENDED AND RESTATED LIMITED LIABILITY COMPANY
OPERATING AGREEMENT
OF
SCT ACQUISITION, LLC

THIS AMENDED AND RESTATED LIMITED LIABILITY COMPANY OPERATING AGREEMENT (the "Agreement") of **SCT ACQUISITION, LLC**, a Delaware limited liability company (the "Company") is made and entered into and shall be effective as of the 6th day of December, 2010 (the "Effective Date"), by Charleston Marine Containers, Inc. (the "Member") (who owns Units on the date hereof as shown on *Exhibit A*).

RECITALS:

A. SCT Holdings, LLC and Southside Container & Trailer LLC (the "*Original Members*") formed the Company as a limited liability company under the laws of the State of Delaware by the filing of the Certificate in accordance with the Act on April 5, 2010.

B. The Original Members sold 100% of their respective membership Interests to the Member (the "*Sale*") pursuant to that certain Acquisition Agreement, dated as of December 6, 2010 (the "*Acquisition Agreement*"), by and among the Member, the Original Members and the Company.

C. In connection with the completion of the Sale, the Member desires to enter into this Agreement for the purposes and in accordance with the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the promises, obligations and agreements contained herein, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the party hereto, intending to be legally bound, does hereby incorporate the Recitals set forth above and agrees that the operating agreement of the Company shall be as follows:

Article 1. Definitions.

Definitions. For purposes of this Agreement, capitalized terms used herein have the meanings as set forth in this Article 1 or as set forth elsewhere in this Agreement:

"*Act*" means the Delaware Limited Liability Company Act, and any successor statute, as amended from time to time.

"*Affiliate(s)*" means, with respect to any Person, (i) any Person directly or indirectly controlling, controlled by, or under common control with such Person, (ii) any Person owning or controlling any of the outstanding voting interests of such Person, (iii) any officer, director, partner, member, trustee, executor, administrator, or other fiduciary of such Person, or (iv) any Person who is an officer, director, partner, member, trustee, executor, administrator, other fiduciary, or holder of any of the voting interests of any Person described in clauses (i) through (iii) of this sentence. For purposes of this definition, the term "controls," "is controlled by," or "is under common control with" shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person or entity, whether through the ownership of voting securities, by contract, or otherwise.

"*Agreement*" means this Amended and Restated Limited Liability Company Operating Agreement of SCT Acquisition, LLC, as it may be amended from time to time in accordance with the provisions hereof and all exhibits attached hereto.

"*Capital Contribution(s)*" means any and all capital contributions of the Member.

"*Certificate*" means the Certificate of Formation of the Company as filed with the Secretary of State pursuant to the Act and as accepted by the Secretary of State effective as of April 5, 2010, as it may be amended from time to time thereafter.

"*Code*" means the Internal Revenue Code of 1986 and any successor statute, as amended from time to time.

"*Common Units*" is defined in Section 3.3 hereof.

"*Company*" means SCT Acquisition, LLC, a Delaware limited liability company, and any successor thereto.

"*Effective Date*" is defined in the Preamble.

"*Expenses*" is defined in Section 9.3(a) hereof.

"*Indemnitee*" is defined in Section 9.1 hereof.

"*Interest(s)*" means the entire percentage ownership interest of the Member in the Company, including, without limitation, all rights to distributions (liquidating or otherwise), allocations, information, and to consent or approve as provided herein, which will be represented by Units.

"*Officers*" is defined in Section 4.2 hereof.

"*Person(s)*" means any individual, company, corporation, limited liability company, partnership, enterprise, trust or other entity, and the heirs, executors, administrators, legal representatives, successors, and assigns of such Person where the context so permits.

"*Preferred Units*" is defined in Section 3.3 hereof.

"*Proceeding*" is defined in Section 9.3(a) hereof.

"*Secretary of State*" means the Secretary of State for the State of Delaware.

"*Transfer*" means, with respect to the membership Interest, any sale, hypothecation, gift, pledge, assignment, or any other disposition or encumbrance of such membership Interest, whether voluntary, involuntary, or by operation of law.

"*Unit(s)*" is defined in Section 3.3 hereof.

Article 2. Organization.

2.1 *Formation.* The Company has been organized as a Delaware limited liability company as of the date of the filing of the Certificate by the filing of the Certificate under and pursuant to the Act and by entering into this Agreement.

2.2 *Name.* The name of the Company is "SCT Acquisition, LLC" and all Company business shall be conducted in that name or such other names that comply with applicable law as may be determined by the Member from time to time.

2.3 *Purposes.* The purpose of the Company is to conduct any lawful business that the Member reasonably deems necessary or desirable.

2.4 *Location.* The principal offices of the Company shall be at such location or additional locations as may be approved by the Member. The initial registered agent and registered office of the Company shall be as set forth in the Certificate, and may be changed by the Member.

2.5 *Term.* The Company shall continue until dissolved in accordance with the provisions of this Agreement and the Act.

Article 3. Membership.

3.1 *Members.* The Member of the Company is Charleston Marine Containers, Inc. and the address of the Member is 4820 Eastgate Mall, San Diego, California 92121. The Member shall not be required to make a Capital Contribution. Capital Contributions shall be made from time to time as the Member shall determine. No Person shall be admitted as an additional Member without the written approval of the Member and without agreeing to this Agreement.

3.2 *Liability to Third Parties.* Except to the extent provided by law, the Member shall not be liable for the debts, obligations or liabilities of the Company, including but not limited to any debts, obligations, or liabilities under a judgment, decree, or order of a court.

3.3 *Units.* The membership Interests of the Member shall be represented by common units ("*Common Units*") and preferred units ("*Preferred Units*" and, together with the Common Units, the "*Units*"). Subject to the approval of the Member, the Company may authorize additional classes and series of Units by amending this Agreement in the manner provided by Section 11.3.

Article 4. Management.

4.1 *General.* The business and affairs of the Company shall be managed by or under the authority of the Member. The Member shall have all of the rights and powers which may be possessed by a "manager" under the Act, and such rights and powers as are otherwise conferred by law or by this Agreement or are necessary, advisable or convenient to the management of the business and affairs of the Company; provided that the Member shall be entitled to delegate authority to Officers and others as set forth herein.

4.2 *Officers.* The Member may appoint a President, Secretary, Chief Financial Officer, one or more Vice Presidents, one or more Assistant Secretaries, and such other officers as may be appointed in accordance with the provisions of this Section 4.2 (any of the foregoing officers, an "*Officer*"). Any number of offices may be held by the same person. Any such Officers shall serve at the pleasure of the Member, subject to the rights, if any, of an Officer under any contract of employment or other agreement. Each such appointed Officer shall have the power and authority as would normally be vested in a person holding such title or such lesser or greater power and authority as the Member may establish from time to time. Except to the extent provided by law, no Officer shall be personally liable for any debt, obligation or liability of the Company.

4.3 *Liability for Certain Acts.* The Member and Officers shall act in a manner they believe to be in good faith to be in the best interests of the Company and with the care a reasonable person would exercise under similar circumstances. The Member and Officers are not liable to the Company or the Member for any action taken in managing the business or affairs of the Company if they perform the duty of their offices in compliance with the standard contained in this Article 4. The Member and Officers shall not be liable, responsible or accountable in damages or otherwise to the Company or the Member for any act or omission performed or omitted in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority granted by this Agreement and in a manner reasonably believed to be in the best interests of the Company.

Article 5. Capital Contributions.

5.1 *Capital Contributions.* The Member has received 100% of the membership Interests in the Company, pursuant to the Acquisition Agreement. Upon execution of this Agreement, the Member shall not be required to make a capital contribution. Capital Contributions shall be made from time to time as the Member shall determine are necessary and appropriate.

5.2 *Return of Contributions.* Except as otherwise expressly provided herein, the Member is not entitled to the return of any part of its Capital Contributions or to be paid interest in respect of either

its Capital Contributions. An unrepaid Capital Contribution is not a liability of the Company or of the Member.

Article 6. Allocations and Distributions.

6.1 *Allocation of Profits and Losses.* All profits and losses of the Company shall be allocated to the Member.

6.2 *Allocation of Distributions.* All distributions of cash or other assets of the Company shall be made to the Member when and as determined by the Member. Except as provided in the Act or applicable law, the Member shall not be required to return any distribution made by the Company to it.

Article 7. Internal Accounting and Records.

7.1 *Books of Account and Accounting.* The Company's books and records shall be maintained at the principal place of business of the Company or at the offices of any provider of administrative or similar services to the Company as the Member may select. The financial and accounting books and records of the Company may be maintained in accordance with such accounting procedures and principles as the Member may deem appropriate.

7.2 *Books and Inspections.* The Member shall be granted reasonable access to Company facilities and personnel during normal business hours and with reasonable advance notification.

7.3 *Bank Accounts.* Funds of the Company shall be deposited and maintained solely for the Company in accounts in the Company name in a bank or banks selected by the Member. Withdrawals therefrom shall be made upon approval of the Member and only the Member or its designated representatives shall have the right to grant signing authority to any other Persons.

Article 8. Transfers of Membership Interest.

8.1 *Transfer for Membership Interest.* The Member may Transfer all or any portion of its membership Interest

Article 9. Indemnification; Limitations on Liability.

9.1 *Liability of Members and Officers.* Neither the Member nor any Officer (each, an "*Indemnitee*") shall be liable to the Company or the Member in damages or otherwise, for any error of judgment, for any mistake of fact or of law, or for any other act or thing which such Indemnitee may do or refrain from doing in connection with the business and affairs of the Company, except to the extent required by the Act or other applicable law. Notwithstanding the foregoing, the protection and benefits afforded to an Officer under this Section 9.1 shall not be construed to eliminate the liability that an Officer would otherwise have to the Company due to the material breach of a separate employment agreement, consulting agreement or similar agreement that such Officer may have with the Company.

9.2 *Generally.*

(a) The Company, its receiver or its trustee shall indemnify, save harmless, and pay all judgments and claims against the Indemnitee relating to any liability or damage incurred by reason of any act performed or omitted to be performed by such Indemnitee in connection with the business of the Company, including attorneys' fees incurred by such Indemnitee in connection with the defense of any action based on any such act or omission, which attorneys' fees may be paid as incurred, including all such liabilities under federal and state securities laws (including the Securities Act of 1933, as amended) as permitted by law.

(b) The Company shall indemnify, save harmless, and pay all expenses, costs, or liabilities of any Indemnitee who for the benefit of the Company 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 Company and who suffers any financial loss as the result of such action.

9.3 *Advance for Expenses.*

(a) The Company must, before final disposition of a any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, arbitrative or investigative and whether formal or informal (each, a "*Proceeding*") advance funds to pay for or reimburse the reasonable Expenses incurred by an Indemnitee who is a party to a Proceeding because it is a Member or Officer if such Indemnitee delivers to the Company a written affirmation of its good faith belief that its conduct does not constitute behavior that would result in liability for (i) intentional misconduct or a knowing violation of law, or (ii) any transaction for which such Indemnitee received a personal benefit in violation or breach of any provision of this Agreement; and such Indemnitee furnishes the Company a written undertaking, executed personally or on its behalf, to repay any advances with interest at a rate per annum equal to the greater of (i) 10% or (ii) the prime rate (as published in the Wall Street Journal) plus 2%, if it is ultimately determined that it is not entitled to indemnification under this Section 9.3 or the Act. For purposes of this Section 9.3, "*Expenses*" includes all reasonable counsel fees, retainers, court costs, transcript costs, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, and all other disbursements or expenses of the types customarily incurred in connection with prosecuting, defending, preparing to prosecute or defend, investigating, being or preparing to be a witness in, or otherwise participating in, a Proceeding, including any appeals.

(b) The undertaking required by this Section 9.3 must be an unlimited general obligation of the Indemnitee but need not be secured and shall be accepted without reference to the financial ability of the Indemnitee to make repayment. If an Indemnitee seeks to enforce its rights to indemnification in a court, such undertaking to repay shall not be applicable or enforceable unless and until there is a final court determination that it is not entitled to indemnification, as to which all rights of appeal have been exhausted or have expired.

9.4 *Insurance.* The Company may purchase and maintain insurance on behalf of any one or more Indemnitees under Section 9 and such other persons as the Member shall determine against any liability which may be asserted against or expense which may be incurred by such person in connection with the Company's activities, whether or not the Company would have the power to indemnify such person against such liability or expense under the provisions of this Agreement. The Company may enter into indemnity contracts with indemnitees and adopt written procedures pursuant to which arrangements are made for the advancement of expenses and the funding of obligations under this Section 9.4 and containing such other procedures regarding indemnification as are appropriate.

9.5 *Indemnification of Employees and Agents.* The Company may indemnify and advance expenses under this Section 9 to an employee, advisor or agent of the Company who is not a Member or Officer to the same extent and subject to the same conditions that a Delaware limited liability company could indemnify and advance expenses to a Member or Officer.

9.6 *Limitations on Liability.* The Member's liability shall be limited as set forth in this Agreement, the Act and other applicable law. The Member shall not be bound by, or be personally liable for, the expenses, liabilities or obligations of the Company beyond the amount contributed by the Member to the capital of the Company, except as provided by the Act. The Member shall be entitled to the limitations on liability set forth in the Act.

Article 10. Dissolution and Termination.

10.1 *Dissolution.* The Company shall dissolve and its affairs shall be wound up on the first to occur of the following:

(a) when dissolution is approved by the Member; or

(b) the entry of a decree of judicial dissolution by a court of competent jurisdiction.

Upon the occurrence of any of the foregoing events, the Company shall dissolve unless the Member decides, within ninety (90) days subsequent to the occurrence of any such event, to continue the business of the Company in accordance with this Agreement and the Act.

10.2 *Liquidation and Termination.*

(a) *Business Affairs of the Company.* Upon dissolution of the Company, no further business transactions, except those necessary for the winding up of the Company's business by the Member, shall be undertaken in the name of the Company.

(b) *Liquidation and Termination.* Upon dissolution of the Company, the Member shall attempt to sell all the assets of the Company (except cash and other immediately available funds), at such prices and on such terms as it may deem appropriate in their reasonable discretion, and shall proceed diligently to wind up the affairs of the Company and make final distributions as provided herein and in the Act, all in the exercise of their best business judgment under the circumstances then presented and as it deems to be in the best interests of the Member. The costs of liquidation shall be borne by the Company as an expense. Until final distribution, the Member shall continue to manage and operate the Company. As promptly as possible after dissolution and, again, after final liquidation, the Member shall cause a proper accounting to be made by a recognized firm of certified public accountants of the Company's assets, liabilities, and operations through the last day of the calendar month in which the dissolution occurs or the final liquidation is completed, as applicable. The Member also shall pay, satisfy, or discharge from the Company's funds, all of the debts, liabilities, and obligations of the Company (including, without limitation, all expenses incurred in liquidation) or otherwise make adequate provision for the payment and discharge thereof (including, without limitation, the establishment of a cash escrow fund for contingent liabilities in such amount and for such term as they may reasonably determine). A reasonable time shall be allowed for the orderly liquidation of the assets of the Company, payments to creditors, and the distribution of the remaining assets to the Member.

10.3 *Distributions in Liquidation.* The proceeds from the liquidation of the Company pursuant to Section 10.2 shall be distributed in the following order of priority:

(a) as contemplated by Section 10.2(b) above, to the payment and discharge of all of the Company's debts and liabilities to persons or entities other than the Member or its Affiliates;

(b) to the setting up of such reserves as the Member deems necessary for any contingent or unforeseen liabilities or obligations of the Company arising out of or in connection with the business of the Company; *provided*, *however*, that any such reserves shall be paid over to an escrow agent to be held by such agent for a reasonable period of time and for the purpose of disbursing such reserves in payment of any of the aforesaid contingencies and, at the expiration of such period of time, to distribute the balance thereafter remaining in the manner hereinafter provided; and

(c) to the Member.

The distribution of cash and/or property to the Member in accordance with the provisions of this Section 10.3 constitutes a complete return to the Member of its Capital Contributions and a complete distribution to the Member of its Interest. Except as provided by law or as expressly provided in the

Agreement, upon dissolution the Member shall look solely to the assets of the Company for the return of its Capital Contribution. If the Company's property remaining after the payment or discharge of debts and liabilities of the Company is insufficient to return the Capital Contributions of the Member, such Member shall have no recourse against the Company or any of its Affiliates.

10.4 *Effect of Dissolution.* Upon dissolution, the Company shall cease to carry on its business, except as permitted herein and as permitted under the Act. Upon dissolution, the Member shall file a statement of commencement of winding up pursuant to the Act and take any other actions required by the Act. Upon completion of the winding up, liquidation, and distribution of the assets of the Company as provided herein, the Company shall be deemed terminated. When all debts, liabilities, and obligations of the Company have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Company have been distributed as provided herein, a certificate of cancellation may be executed and filed with the Secretary of State in accordance with the Act.

Article 11. Miscellaneous Provisions.

11.1 *Notices.* All notices, offers, demands, or requests provided for or permitted to be given pursuant to the Agreement must be in writing and shall be deemed to have been properly given and received (a) when personally delivered to the party entitled thereto; (b) when actually received when a copy thereof has been sent by facsimile transmission or by scan and e-mail; (c) if deposited with Federal Express or any other recognized overnight parcel carrier, upon actual receipt or refusal to accept delivery thereof; or (d) by depositing the same in the United States mail, first class mail postage prepaid, to the address set forth on the signature page hereto or otherwise designated in writing to the Company and the Member. Whenever any notice is required to be given by law, the Certificate or the Agreement, a written waiver thereof, signed by the Person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

11.2 *Entire Agreement and Amendment.* The Agreement represents the entire agreement between the parties hereto relative to the subject matter hereof and supersedes any and all prior negotiations, understandings, or agreements in regard thereto. Variations, modifications, or changes herein or hereof shall be binding upon the Company and the Member only when an amendment hereto has been adopted as provided in this Agreement.

11.3 *Amendment of this Agreement and the Certificate; Reorganization.* Any amendment to or modification of the Agreement or the Certificate approved by the Member shall be in writing and shall be effective and binding on the Company and the Member.

11.4 *Effect of Waiver or Consent.* A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations with respect to the Company is not a consent or waiver to or of any other breach or default in the performance by that Person of the same or any other obligations of that Person with respect to the Company. Failure on the part of a Person to complain of any act of any Person or to declare any Person in default with respect to the Company, irrespective of how long that failure continues, does not constitute a waiver by that Person of its rights with respect to that default until the applicable statute-of-limitations period has run.

11.5 *Binding Agreement.* Subject to the restrictions on transfers and encumbrances set forth herein, the Agreement shall inure to the benefit of and be binding upon the undersigned parties and their respective permitted legal representatives, successors and assigns.

11.6 *Equitable Remedies.* The rights and remedies hereunder shall be cumulative and not be mutually exclusive (*i.e.*, the exercise of one or more of the provisions hereof shall not preclude the exercise of any other provisions hereof). Each party hereto confirms that damages at law may be an inadequate remedy for a breach or threatened breach of the Agreement and agrees that, in the event

of a breach or threatened breach of any provision hereof, the respective rights and obligations hereunder (except as expressly provided otherwise herein) shall be enforceable by specific performance, injunction, or other equitable remedy, but nothing herein contained is intended to, nor shall it, limit or affect any right or rights at law or by statute or otherwise of any party aggrieved as against the other for a breach or threatened breach of any provision hereof; it being the intention of this provision to make clear the agreement of the parties hereto that the respective rights and obligations of the parties hereunder shall be enforceable in equity as well as at law or otherwise.

11.7 *Severability.* The invalidity or unenforceability of any one or more of the particular provisions of this Agreement shall not affect the enforceability of the other provisions hereof, all of which are inserted conditionally on their being valid in law, and in the event one or more provisions contained herein shall be invalid, the Agreement shall be construed as if such invalid provision had not been inserted, and if such invalidity shall be caused by any value, any price, the length of any period of time, the size of any area, or the scope of activities set forth in any provision hereof, such value, price, period of time, area, or scope shall be considered to be adjusted to a value, price, period of time, area, or scope which would cure such invalidity. The parties hereto agree that the covenants and obligations contained in the Agreement are severable and divisible, that none of such covenants or obligations depend on any other covenant or obligation for their enforceability, that each such covenant and obligation constitutes an enforceable obligation between the Company and the Member, that each such covenant and obligation shall be construed as an agreement independent of any other provision of the Agreement, and that the existence of any claim or cause of action by one party to the Agreement against another party to the Agreement, whether predicated on the Agreement or otherwise, shall not constitute a defense to the enforcement by any party to the Agreement of any such covenants or obligations.

11.8 *Construction.* The Section and Subsection headings of the Agreement are provided only for convenience of reference; they are not a part of the Agreement and shall be ignored in its construction. Except where otherwise clearly indicated by the context, the singular shall be deemed to include the plural, the plural shall be deemed to include the singular and the masculine and neuter shall include feminine and neuter.

11.9 *Counterparts.* The Agreement may be executed in any number of counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

11.10 *Facsimiles and E-Signatures.* Facsimiles of signatures and scanned and e-mailed signatures shall be deemed to be originals.

11.11 *Creditors.* None of the provisions of the Agreement shall be for the benefit of or enforceable by any creditor of the Company or any creditor of the Member.

11.12 *No Third Party Beneficiaries.* No Person who is not a signatory to this Agreement shall be permitted to rely upon or otherwise enforce any provision contained in this Agreement on the grounds that such person is a third party beneficiary of this Agreement.

11.13 *Further Assurances.* In connection with this Agreement and the transactions contemplated hereby, the Member shall execute and deliver any additional documents and instruments and perform any additional acts that may be necessary or appropriate to effectuate and perform the provisions of the Agreement and those transactions.

11.14 *Dispute Resolution.*

(a) *Choice of Law.* This Agreement is to be construed and governed by the laws of the State of Delaware (without giving effect to principles of conflicts of laws). Each party hereto irrevocably agrees that any legal action or proceeding arising out of or in connection with this

Agreement may be brought in any state or federal court located in Delaware (or in any court in which appeal from such courts may be taken), and each party agrees not to assert, by way of motion, as a defense, or otherwise, in any such action, suit or proceeding, any claim that it is not subject personally to the jurisdiction of such court, that the action, suit or proceeding is brought in an inconvenient forum, that the venue of the action, suit or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court, and hereby agrees not to challenge such jurisdiction or venue by reason of any offsets or counterclaims in any such action, suit or proceeding.

(b) *JURY TRIAL WAIVER.* THE COMPANY, THE MEMBER AND TRANSFEREE OF UNIT(S) OR RIGHTS IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL RIGHTS TO TRIAL BY JURY AND ALL RIGHTS TO IMMUNITY BY SOVEREIGNTY OR OTHERWISE IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY UNITS OR RIGHTS.

[Signatures On Next Page]

IN WITNESS WHEREOF, the Member, intending to be legally bound and to bind the Company, has executed this Amended and Restated Limited Liability Company Operating Agreement on its own behalf and on behalf of the Company as of the date first set forth above.

Company:

SCT ACQUISITION, LLC

By: **Charleston Marine Containers, Inc.,**
its Member

By: /s/ Laura L. Siegal

Name: Laura L. Siegal
Title: Vice President, Corporate Controller, Secretary & Treasurer, Charleston Marine Containers, Inc.

Member:

CHARLESTON MARINE CONTAINERS, INC.

By: /s/ Laura L. Siegal

Name: Laura L. Siegal
Title: Vice President, Corporate Controller, Secretary & Treasurer, Charleston Marine Containers, Inc.
Address: 4820 Eastgate Mall, San Diego, CA 92121

EXHIBIT A

Member Name and Address	Interest	Common Units	Preferred Units
Charleston Marine Containers, Inc. c/o Kratos Defense & Security Solutions, Inc. 4820 Eastgate Mall San Diego, California 92121 Attn: General Counsel's Office Fax: (858) 812-7303	100%	225	900

QuickLinks

Exhibit 3.88

CERTIFICATE OF FORMATION
OF
SCT REAL ESTATE, LLC

Article I. Name

The name of the limited liability company is SCT Real Estate, LLC.

Article II. Registered Office

The address of its registered office in the State of Delaware is 3500 South Dupont Highway, Dover, Delaware 19901 in the County of Kent. The name of its registered agent at such address is Incorporating Services, Ltd.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of SCT Real Estate, LLC this 13th day of May 2010.

/s/ Alan M. Noskow

Alan M. Noskow, Esq.
Authorized Person

QuickLinks

QuickLinks -- Click here to rapidly navigate through this document

Exhibit 3.89

AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT
OF
SCT REAL ESTATE, LLC

THIS LIMITED LIABILITY COMPANY AGREEMENT of SCT Real Estate, LLC, is entered into effective as of the 6th day of December 2010, by the undersigned Member.

WHEREAS, the Member caused SCT Real Estate, LLC to be formed as a single member limited liability company pursuant to the Certificate filed on May 13, 2010;

WHEREAS, pursuant to that certain Acquisition Agreement, dated as of December 6, 2010, by and among the Member, SCT Holdings, LLC ("*SCT Holdings*"), Southside Container & Trailer LLC ("*Southside*" and together with SCT Holdings, the "*Sellers*"), and Charleston Marine Containers, Inc. (the "*Purchaser*"), the Sellers sold 100% of their respective membership interests in the Member to the Purchaser (the "*Acquisition*"); and

WHEREAS, in connection with the completion of the Acquisition, the Member desires to enter into this Agreement for the purposes and in accordance with the terms and conditions set forth below.

NOW, THEREFORE, the Member, intending to be legally bound, hereby agrees as follows:

Article 1
Definitions

The following capitalized terms, when used in this Agreement, will have the meanings shown below:

"**Act**" means the Delaware Limited Liability Company Act, 6 Del. C. Section 18.102, et seq., as amended from time to time (or any corresponding provisions of succeeding law).

"**Agreement**" means this Amended and Restated Limited Liability Company Agreement of SCT Real Estate, LLC.

"**Certificate**" means the certificate of formation filed with the Secretary of State of the State of Delaware pursuant to the Act to form the Company, as originally executed and amended, modified, supplemented or restated from time to time, as the context requires.

"**Company**" means "SCT Real Estate, LLC" the entity that is the subject of this Agreement.

"**Member**" means SCT Acquisition, LLC, a Delaware limited liability company.

Article 2
Formation of Company

2.1 *Name.* The name of the Company is "*SCT Real Estate, LLC.*" All business of the Company will be conducted under that name or in such other name as the Member may designate.

2.2 *Principal Place of Business.* The principal place of business of the Company will be 12250 Rockville Pike, Rockville, Maryland 20852. The Company may relocate its principal place of business to any other place and may have such other place or places of business as the Member may from time to time deem advisable.

2.3 *Registered Office and Registered Agent.* The address of its registered office in the State of Delaware is 3500 South Dupont Highway, Dover, Delaware 19901 in the County of Kent. The name of its registered agent at such address is Incorporating Services, Ltd.

2.4 *Qualification.* The Member will cause the Company to be qualified to do business in each jurisdiction in which such qualification is required.

2.5 *Term.* The term of the Company began on the date the original Certificate was filed and will continue in perpetuity, unless the Company is earlier dissolved in accordance with either this Agreement or the Act.

Article 3
Purpose and General Powers of Company

The purpose of the Company is to carry on any lawful activities that can be carried on by a limited liability company organized under the Act. The Company may exercise all powers necessary to, or reasonably connected with, the Company's purpose that can be legally exercised by limited liability companies under the Act.

Article 4
Member

4.1 *Sole Member.* The Member is the sole member of the Company.

4.2 *Power and Authority to Manage Day to Day Affairs of the Company.* The Member shall have the power to exercise any and all rights or powers granted to the Member pursuant to the express terms of this Agreement and the Act.

4.3 *Action by Member.* The Member may take any actions required or permitted to be taken by it as a Member by executing a writing describing the action.

4.4 *Additional Members.* One (1) or more additional members of the Company may be admitted to the Company with the written consent of the Member.

Article 5
Management

The Company will be managed by the Member. The Member will have the exclusive power and authority to oversee, direct or manage the day-to-day affairs and business of the Company, and the use of assets of the Company in connection with such affairs and business. The Member has the authority to bind the Company. The Member shall be the "tax matters partner" for the purposes the Internal Revenue Code of 1986, as amended from time to time.

Article 6
Officers

The Company may have officers who are appointed by the Member.

Article 7
Contributions, Profit, Loss, Allocation, Distributions, Assignment and Transfer.

7.1 *Capital Contributions.* The Member has received one hundred percent (100%) of the membership interests in the Company. The Member shall not be required to make an initial contribution to the Company.

7.2 *Additional Contributions.* The Member may make future capital contributions to the Company in such amounts and as such times as the Member determines in its sole and absolute discretion.

7.3 *Determination of Profits and Losses.* The profits and losses of the Company shall be determined in accordance with the accounting methods followed for federal income tax purposes and otherwise in accordance with sound accounting principles and procedures applied in a consistent manner.

7.4 *Allocations and Distributions.* One hundred percent (100%) of the profits, losses, income and deductions of the Company shall be allocated to the Member. Any elections or other decisions relating to such allocations shall be made by the Member in any manner that reasonably reflects the purpose and intention of this Agreement. From time to time, the Company may distribute to the Member such cash as is available for distribution.

7.5 *Assignments and Transfers.* The Member may transfer or assign in whole or in part its membership interest. When the Member transfers any portion of its membership interest in the Company pursuant to this paragraph, the transferee(s) shall be admitted to the Company upon its or their execution of an amended and restated operating agreement for the Company. Any such admission shall be deemed effective immediately prior to the respective transfer. Immediately following any such admission, any transferor Member, if all of its or their interests have been transferred, shall cease to be a member of the Company.

Article 8
Accounting, Books and Records

8.1 *Accounting Principles.* The Company's books and records will be kept, and its income tax returns prepared, under such permissible method of accounting, consistently applied, as the Member determines is appropriate.

8.2 *Fiscal Year.* The fiscal year of the Corporation shall be fixed by the Member and may be otherwise changed from time to time by resolution of the Member.

8.3 *Records, Audits and Reports.* The Company will maintain complete and accurate records and accounts of all operations and expenditures of the Company.

Article 9
Limitation of Liability

The Member will not be personally liable for any debts, obligations, damages, or liabilities of the Company except as specifically required by law.

Article 10
Indemnification

The Member shall not be liable to the Company, or any other person or entity who has an interest in the Company, for any loss, damage or claim incurred by reason of any act or omission performed or omitted by the Member. No Officer shall be liable to the Company, or any other person or entity who has an interest in the Company, 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. To the fullest extent permitted by applicable law, the Member and each Officer shall be entitled to indemnification from the Company for any loss, damage or claim incurred by the Member or such Officer by reason of any act or omission performed or omitted by the Member or such Officer on behalf of the Company, 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 under this Section 10 shall be provided out of and to the extent of Company assets only and no Member shall have personal liability on account thereof.

Article 11
Dissolution and Termination

11.1 *Dissolution.* The Company will be dissolved upon the first to occur of the following events: (a) the written consent of the Member; (b) the sale or other disposition of all or substantially all of the

assets of the Company other than to the members of the Member; (c) the withdrawal or elimination, at any time, of the last Member so that there are no Members; (d) the entry of a decree of judicial dissolution against the Company under the Act; or (e) the expiration of the term described in paragraph 2.5.

11.2 *Bankruptcy.* The bankruptcy of the Member will not cause the Member to cease to be a member of the Company and upon the occurrence of such an event, the business of the Company shall continue without dissolution.

11.3 *Winding Up, Liquidation and Distribution of Assets.* Upon dissolution, the Member will immediately proceed to wind up the affairs of the Company and will sell or otherwise liquidate all of the Company's assets as promptly as practicable (except to the extent the Member may determine that it is appropriate to distribute any assets to the Member in-kind). The Company will apply the proceeds of sale and the remaining Company assets for the following purposes and in the following order of priority: (a) to pay creditors of the Company, in satisfaction of liabilities of the Company; (b) to establish such reserves as the Member may deem reasonably necessary for contingent or unforeseen obligations of the Company (such amount to be released and distributed at the expiration of such period as the Member deems advisable); and (c) to pay the balance to the Member.

11.4 *Termination.* The Member will comply with any requirements of applicable law pertaining to the winding up of the affairs of the Company and the final distribution of its assets. Upon completion of the winding up, liquidation and distribution of the assets, the Company will be deemed terminated and the Member will file a certificate of cancellation in accordance with the Act. Upon filing the certificate of cancellation, the existence of the Company will cease, except as otherwise provided in the Act.

Article 12
Miscellaneous

12.1 *Governing Law and Venue.* This Agreement will be governed by and construed under the laws of the State of Delaware, without reference to its choice of laws rules.

12.2 *Amendment.* This Agreement may be amended only in a writing signed by the Member.

12.3 *Severability.* If any clause or provision of this Agreement is determined to be illegal, invalid, or unenforceable under present or future laws, the remainder of this Agreement shall not be affected by such determination, and in lieu of each clause or provision that is determined to be illegal, invalid or unenforceable, there shall be added as a part of this Agreement a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

12.4 *Third Party Beneficiaries and Creditors.* None of the provisions of this Agreement will be for the benefit of, or enforceable by any creditors of the Company or by any other persons, except a party hereto.

Remainder of page intentionally left blank

This Limited Liability Company Agreement of SCT Real Estate, LLC is executed by the undersigned Member effective as of the date first above written.

"MEMBER":

SCT ACQUISITION, LLC

By: **Charleston Marine Containers, Inc., its Member**

By: /s/ Laura L. Siegal

Name: Laura L. Siegal
Title: Vice President, Corporate Controller, Secretary & Treasurer, Charleston Marine Containers, Inc.

QuickLinks

Exhibit 3.96

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 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 parents, 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, tease, 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 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 an 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 as a domestic or foreign stock or nonstock corporation authorized so 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) nor more than seven (7), which number may be increased or decreased pursuant to the Bylaws of the Corporation. So tong as there are less than three (3) stockholders, the number of directors may be less than three (3) but not less than the number of stockholders. It is anticipated that there initially will be one (1) stockholder and, accordingly, there 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 Avatal Farm Drive, Potomac, MD 20854

EIGHTH: The following provisions hereby are adopted (or 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 i 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 now 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 alt 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 /s/

Commissioner

QuickLinks

Exhibit 3.101

FORM OF BYLAWS
OF
GENERAL MICROWAVE CORPORATION, GENERAL MICROWAVE ISRAEL CORPORATION, HERLEY INDUSTRIES, INC., HERLEY-CTI, INC., HERLEY-RSS, INC.,
MICRO SYSTEMS, INC., MSI ACQUISITION CORP., STAPOR RESEARCH, INC.,
AND HENRY BROS. ELECTRONICS, INC. (CO)

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.

QuickLinks

Exhibit 4.2

[FORM OF EXCHANGE NOTE]

KRATOS DEFENSE & SECURITY SOLUTIONS, INC.
10% SENIOR SECURED NOTES DUE 2017

CUSIP No.
No. $

Kratos Defense & Security Solutions, Inc., a Delaware corporation (the "*Company*", which term includes any successors under the Indenture hereinafter referred to), for value received promise to pay to Cede & Co., or registered assigns, the principal sum of DOLLARS ($) on June 1, 2017.

Interest Rate: 10%.

Interest Payment Dates: June 1 and December 1, commencing December 1, 2011.

Record Dates: May 15 and November 15.

Reference is made to the further provisions of this Note contained on the reverse side of this Note, which will for all purposes have the same effect as if set forth at this place.

IN WITNESS WHEREOF, the Company has caused this Note to be signed manually or by facsimile by its duly authorized officer.

KRATOS DEFENSE & SECURITY
SOLUTIONS, INC.

By: _____

Name:
Title:

Dated: _____

TRUSTEE CERTIFICATE OF AUTHENTICATION

This is one of the 10% Senior Secured Notes due 2017 referred to in the within-mentioned Indenture.

WILMINGTON TRUST FSB, as Trustee

Dated: _____ By: _____

Authorized Signatory

10% Senior Secured Note due 2017

1. *Interest.* Kratos Defense & Security Solutions, Inc., a Delaware corporation (the "*Company*", which term includes any successor entity), promises to pay interest on the principal amount of this Note at the rate per annum shown above. Interest on the Note will accrue from the most recent date on which interest has been paid or, if no interest has been paid, from and including June 1, 2011. The Company will pay interest in cash semi-annually in arrears on each Interest Payment Date, commencing December 1, 2011. Interest will be computed on the basis of a 360-day year comprised of twelve 30-day months. The Company shall pay interest on overdue principal (including interest accruing at the then applicable rate provided in the Indenture Documents after the occurrence of any Event of Default set forth in Section 6.01(6) or (7) of the Indenture, whether or not a claim for post-filing or post-petition interest is allowed under applicable law following the institution of a proceeding under bankruptcy, insolvency or similar laws) at 1% per annum in excess of the rate per annum set forth in the Notes (the "*Default Rate*"), and it shall pay interest on overdue installments of interest at the same Default Rate to the extent lawful.

2. *Method of Payment.* The Company shall pay interest on the Notes (except defaulted interest) to the Persons who are the registered Holders at the close of business on the Record Date immediately preceding the Interest Payment Date even if the Notes are cancelled on registration of transfer or registration of exchange after such Record Date, and on or before such Interest Payment Date. Holders must surrender Notes to a Paying Agent to collect principal payments. The Company shall pay principal and interest in money of the United States that at the time of payment is legal tender for payment of public and private debts ("*U.S. Legal Tender*"). However, the Company may pay principal and interest by check payable in such U.S. Legal Tender. The Company shall deliver any such interest payment to the Paying Agent for delivery to a Holder at the Holder's registered address.

3. *Paying Agent and Registrar.* Initially, Wilmington Trust FSB (the "*Trustee*") will act as Paying Agent and Registrar. The Company may change any Paying Agent, Registrar or co-Registrar without notice to the Holders. Neither the Company nor any Affiliate of the Company may act as Paying Agent.

4. *Indenture.* The Notes were issued under an Indenture, dated as of May 19, 2010 (the "*Indenture*"), by and between the Company and the Trustee. The terms of the Notes include those stated in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act of 1939 (15 U.S. Code §§ 77aaa-77bbbb) (the "*TIA*"), as in effect on the date of the Indenture until such time as the Indenture is qualified under the TIA, and thereafter as in effect on the date on which the Indenture is qualified under the TIA. Notwithstanding anything to the contrary herein, the Notes are subject to all such terms, and Holders of Notes are referred to in the Indenture and the TIA for a statement of such terms. The Notes are senior secured obligations of the Company. Each Holder, by accepting a Note, agrees to be bound by all of the terms and provisions of the Indenture, as the same may be amended from time to time. Capitalized terms herein are used as defined in the Indenture unless otherwise defined herein.

5. *Redemption.*

(a) *Optional Redemption on or after June 1, 2014.* Except as described in *Sections 5(b)* and *5(c)* below, the Notes are not redeemable before June 1, 2014. At any time on or after June 1, 2014, the Company may redeem the Notes, at its option, in whole or in part, at any time or from time to time, upon not less than 30 nor more than 60 days' notice, at the following redemption prices (expressed as percentages of the principal amount thereof) if redeemed during the twelve-month period commencing

on June 1, of each of the years set forth below, plus, in each case, accrued and unpaid interest thereon to the Redemption Date:

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

(b) *Optional Redemption Upon Equity Offerings.* At any time, or from time to time, on or prior to June 1, 2013, the Company may, at its option, use an amount not to exceed the net cash proceeds of one or more Equity Offerings to redeem up to 35% of the aggregate principal amount of the Notes (which includes Additional Notes, if any) originally issued under the Indenture at a redemption price of 110% of the aggregate principal amount thereof, plus accrued and unpaid interest to the Redemption Date. In order to effect the foregoing redemption with the proceeds of any Equity Offering,

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

(2) the Redemption Date must be as of a date not more than 120 days after the consummation of any such Equity Offering.

(c) *Optional Redemption Prior to June 1, 2014.* At any time prior to June 1, 2014, the Company may, at its option, redeem the Notes for cash, in whole or in part, at any time or from time to time, upon not less than 30 days nor more than 60 days notice to each Holder of Notes, at a redemption price equal to 100% of the principal amount thereof plus the Applicable Premium as of, and accrued and unpaid interest to the Redemption Date (subject to the rights of holders of record on the relevant record date to receive interest due on the relevant interest payment date).

(d) *Notice of Redemption.* Notice of redemption will be mailed by first-class mail at least 30 days but not more than 60 days before the Redemption Date to the Trustee and to each Holder to be redeemed at its registered address. If fewer than all of the Notes are to be redeemed, at any time, selection of the Notes for redemption will be made by the Trustee in compliance with the requirements of the principal national securities exchange, if any, on which the Notes are listed, or, if the Notes are not then listed on a national securities exchange, on a pro rata basis, by lot or by such method as the Trustee may reasonably determine is fair and appropriate, *provided* that no Notes of a principal amount of $2,000 or less shall be redeemed in part; and *provided*, *further*, that any such partial redemption made with the proceeds of an Equity Offering will be made only on a *pro rata* basis or on as nearly a *pro rata* basis as is practicable (subject to DTC procedures), unless such method is otherwise prohibited. Notes in denominations of $2,000 or an integral multiple of $1,000 in excess thereof more may be redeemed in part.

Except as set forth in the Indenture, if monies for the redemption of the Notes called for redemption shall have been deposited with the Paying Agent for redemption on such Redemption Date sufficient to pay such Redemption Price plus accrued and unpaid interest the Notes called for redemption will cease to bear interest from and after such Redemption Date, and the only remaining right of the Holders of such Notes will be to receive payment of the Redemption Price plus accrued and unpaid interest as of the Redemption Date upon surrender to the Paying Agent of the Notes redeemed.

6. *Mandatory Redemption.* The Company shall not be required to make mandatory redemption or sinking fund payments with respect to the Notes.

7. *Offers to Purchase.* Sections 4.10 and 4.11 of the Indenture provide that upon the occurrence of a Change of Control and after certain Asset Sales and subject to further limitations contained

therein, the Company will make an offer to purchase certain amounts of the Notes in accordance with the procedures set forth in the Indenture.

8. *Denominations; Transfer; Exchange.* The Notes are in registered form, without coupons, in denominations of $2,000 and integral multiples of $1,000 in excess thereof. A Holder shall register the transfer of or exchange of Notes in accordance with the Indenture. The Registrar may require a Holder, among other things, to furnish appropriate endorsements and transfer documents and to pay any taxes, fees or similar governmental charges payable in connection therewith as permitted by the Indenture. The Registrar shall not be required to register the transfer or exchange of any Note (i) during a period beginning at the opening of business fifteen (15) days before the mailing of a notice of redemption of Notes and ending at the close of business on the day of such mailing and (ii) selected for redemption in whole or in part pursuant to Article Three of the Indenture, except the unredeemed portion of any Note being redeemed in part.

9. *Persons Deemed Owners.* The registered Holder of a Note shall be treated as the owner of it and the Notes for all purposes.

10. *Unclaimed Money.* Subject to applicable law, if money for the payment of principal or interest remains unclaimed for two years, the Trustee and the Paying Agent may pay the money without interest thereon back to the Company. After that, all liability of the Trustee and such Paying Agent with respect to such money shall cease.

11. *Discharge Prior to Redemption or Maturity.* If the Company at any time deposits with the Trustee U.S. Legal Tender or U.S. Government Obligations sufficient to pay the principal of and interest on the Notes to redemption or stated maturity and complies with the other provisions of the Indenture relating thereto, the Company shall be deemed to have paid and discharged the entire Indebtedness represented by the outstanding Notes, except for the rights of Holders to receive payments in respect of the principal of, and premium, if any, and interest on the Notes when such payments are due from the deposits referred to above.

12. *Amendment; Supplement; Waiver.* Subject to certain exceptions, the Indenture, the Notes or the Guarantees may be amended or supplemented with the written consent of the Holders of at least a majority in aggregate principal amount of the Notes then outstanding, and any existing Default or Event of Default or noncompliance with any provision of the Indenture, the Notes or the Guarantees may be waived with the written consent of the Holders of a majority in aggregate principal amount of the Notes then outstanding. Without consent of any Holder, the parties thereto may amend or supplement the Indenture, the Notes or the Guarantees to, among other things, cure any ambiguity, defect or inconsistency, provide for uncertificated Notes or Guarantees in addition to or in place of certificated Notes or Guarantees, comply with the TIA, or comply with Article Five of the Indenture or make any other change that does not adversely affect the rights of any Holder of a Note.

13. *Restrictive Covenants.* The Indenture imposes certain limitations on the ability of the Company and the Restricted Subsidiaries to, among other things, incur additional Indebtedness or issue Preferred Stock, grant Liens, make payments in respect of their Capital Stock or certain Indebtedness, enter into transactions with Affiliates, create dividend or other payment restrictions affecting Subsidiaries, merge or consolidate with any other Person, sell, assign, transfer, lease, convey or otherwise dispose of all or substantially all of its assets or adopt a plan of liquidation. Such limitations are subject to a number of important qualifications and exceptions. The Company must annually report to the Trustee on compliance with such limitations.

14. *Successors.* When a successor assumes, in accordance with the Indenture, all the obligations of its predecessor under the Notes, the Guarantees and the Indenture, the predecessor will be released from those obligations.

15. *Defaults and Remedies.* If an Event of Default occurs and is continuing, the Trustee or the Holders of at least 25% in aggregate principal amount of the Notes then outstanding may declare all the Notes to be due and payable in the manner, at the time and with the effect provided in the Indenture. Holders of Notes may not enforce the Indenture except as provided in the Indenture. The Trustee is not obligated to enforce the Indenture or the Notes unless it has received indemnity satisfactory to it. The Indenture permits, subject to certain limitations therein provided, Holders of a majority in aggregate principal amount of the Notes then outstanding to direct the Trustee in its exercise of any trust or power. The Trustee may withhold from Holders of Notes notice of any continuing Default or Event of Default (except a Default in payment of principal or interest) if it determines that withholding notice is in their interest.

16. *Trustee Dealings with Company.* Subject to the terms of the TIA and the Indenture, the Trustee under the Indenture, in its individual or any other capacity, may become the owner or pledgee of Notes and may otherwise deal with the Company, the Subsidiaries or their respective Affiliates as if it were not the Trustee.

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

18. *Guarantee.* Subject to the terms and conditions of Article Ten of the Indenture, payment of principal and interest (including interest on overdue principal and overdue interest, if lawful), is unconditionally guaranteed, jointly and severally, by each of the Guarantors.

19. *Intercreditor Agreement.* Each Holder, by its acceptance of its Note, agrees to be bound by the terms of the Intercreditor Agreement and all such replacement Intercreditor Agreement and each of the Guarantors, if any, and the Holders hereby authorize the Trustee and the Collateral Agent to bind the Holders to the extent provided in the Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to the Indenture, this Note and the Collateral Agreements and the exercise of any right or remedy by the Collateral Agent hereunder and thereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Note with respect to lien priority or rights and remedies in connection with the Common Collateral (as defined in the Intercreditor Agreement), the terms of the Intercreditor Agreement shall govern.

20. *Authentication.* This Note shall not be valid until the Trustee or Authenticating Agent manually signs the certificate of authentication on this Note.

21. *Governing Law.* THIS NOTE, THE GUARANTEES, THE INDENTURE, AND THE COLLATERAL AGREEMENTS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, AS APPLIED TO CONTRACTS MADE AND PERFORMED WITHIN THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS. EACH OF THE PARTIES HERETO AGREES TO SUBMIT TO THE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS NOTE.

22. *Waiver of Jury Trial.* Each of the parties hereto and the Holders (by their acceptance of the Note) hereby irrevocably waives, to the fullest extent permitted by law, any and all right to trial by jury in any action or proceeding arising out of or in connection with the Indenture, this Note, the Guarantees, the Collateral Agreements or the transactions contemplated by the Indenture.

23. *Security.* The Company' and Guarantors' obligations under the Notes are secured by Liens on the Collateral pursuant to the terms of the Collateral Agreements. The actions of the Trustee and the Holders of the Notes secured by such Liens and the application of proceeds from the enforcement of any remedies with respect to such Collateral are limited pursuant to the terms of the Collateral Agreements.

24. *Abbreviations and Defined Terms.* Customary abbreviations may be used in the name of a Holder of a Note or an assignee, such as: TEN COM (= tenants in common), TEN ENT (= tenants by the entireties), JT TEN (= joint tenants with right of survivorship and not as tenants in common), CUST (= Custodian), and U/G/M/A (= Uniform Gifts to Minors Act).

25. *CUSIP Numbers.* Pursuant to a recommendation promulgated by the Committee on Uniform Security Identification Procedures, the Issuer has caused CUSIP numbers to be printed on the Notes and the Trustee may use CUSIP numbers in notices of redemption as a convenience to Holders. No representation is made as to the accuracy of such numbers either as printed on the Notes or as contained in any notice of redemption and reliance may be placed only on the other identification numbers placed thereon, and any such redemption shall not be affected by any defect in or omission of such numbers.

The Company will furnish to any Holder of a Note upon written request and without charge a copy of the Indenture. Requests may be made to: Kratos Defense & Security Solutions, Inc., 4820 Eastgate Mall, San Diego, C.A. 92121.

ASSIGNMENT FORM

If you the Holder want to assign this Note, fill in the form below and have your signature guaranteed:

I or we assign and transfer this Note to:

_____

_____

(Print or type name, address and zip code and
social security or tax ID number of assignee)

and irrevocably appoint _____

agent to transfer this Note on the books of the Company. The agent may substitute another to act for him.

Dated: _____ Signed: _____

(Sign exactly as your name appears on the other side of this Note)

Signature Guarantee: _____

OPTION OF HOLDER TO ELECT PURCHASE

If you want to elect to have this Note purchased by the Company pursuant to Section 4.10 or 4.11 of the Indenture, check the appropriate box:

Section 4.10 [ ]

Section 4.11 [ ]

If you want to elect to have only part of this Note purchased by the Company pursuant to Section 4.10 or 4.11 of the Indenture, state the amount you elect to have purchased (in denominations of $2,000 or an integral multiple of $1,000 in excess thereof, except if you have elected to have all of your Notes purchased):

$ _____

Dated: _____ Signature: _____

NOTICE: The signature on this assignment must correspond with the name as it appears upon the face of the within Note in every particular without alteration or enlargement or any change whatsoever and be guaranteed by the endorser's bank or broker.

Social Security or
Tax ID No: _____

Signature Guarantee: _____

QuickLinks

QuickLinks -- Click here to rapidly navigate through this document

Exhibit 5.1

Paul Hastings

Paul, Hastings, Janofsky & Walker LLP
Park Avenue Tower
75 East 55th Street
First Floor
New York, NY 10022
telephone 212-318-6000 • facsimile 212-319-4090 • www.paulhastings.com

June 7, 2011

Kratos Defense & Security Solutions, Inc.
4820 Eastgate Mall
San Diego, CA 92121

Re: Kratos Defense & Security Solutions, Inc.
Registration Statement on Form S-4

Ladies and Gentlemen:

We have acted as counsel to Kratos Defense & Security Solutions, Inc., a Delaware corporation (the "Company"), in connection with the filing of the Registration Statement on Form S-4 (the "Registration Statement") with the Securities and Exchange Commission (the "Commission") by the Company under the Securities Act of 1933, as amended (the "Securities Act"). The Registration Statement relates to the exchange of the Company's 10% Senior Secured Notes due 2017, which have been registered under the Securities Act (the "Exchange Notes"), for a like principal amount of its issued and outstanding 10% Senior Secured Notes due 2017, which have not been registered under the Securities Act (the "Original Notes"), upon the terms and subject to the conditions set forth in Registration Statement and the related Letter of Transmittal (which, together with the Registration Statement, constitute the "Exchange Offer"). This opinion is being delivered in accordance with the requirements of Item 601(b)(5) of Regulation S-K under the Securities Act.

The Exchange Notes will be and the Original Notes are governed by the indenture dated as of May 19, 2010 (as amended or supplemented through the date hereof, the "Indenture"), among the Company, the guarantors party thereto and Wilmington Trust FSB, as trustee and collateral agent. The Exchange Offer constitutes an offer to exchange up to $285,000,000 aggregate principal amount of the Exchange Notes for up to an equal aggregate principal amount of the Original Notes.

As such counsel and for purposes of our opinion set forth below, we have examined originals or copies, certified or otherwise identified to our satisfaction, of such documents, corporate records, certificates of public officials and other instruments of the Company as we have deemed necessary or appropriate as a basis for the opinion set forth herein, including, without limitation:

(i) the Registration Statement;

(ii) the Indenture;

(iii) the Exchange Notes;

(iv) the Amended and Restated Certificate of Incorporation, as amended, of the Company and the Second Amended and Restated Bylaws of the Company as presently in effect as certified by the Secretary of the Company as of the date hereof (collectively, the "Company Charter Documents");

(v) a certificate of the Secretary of State of the State of Delaware as to the incorporation and good standing of the Company as of June 3, 2011; and

(vi) resolutions adopted by the board of directors of the Company, certified by the Secretary of the Company, relating to the execution and delivery of, and the performance by the Company of its obligations under, the Transaction Documents (as defined herein).

In addition to the foregoing, we have made such investigations of law as we have deemed necessary or appropriate as a basis for the opinion set forth herein.

The Exchange Notes and the Indenture are referred to herein, individually, as a "Transaction Document" and, collectively, as the "Transaction Documents."

In such examination and in rendering the opinion expressed below, we have assumed: (i) the due authorization, execution and delivery of all agreements, instruments and other documents by all the parties thereto (other than the due authorization, execution and delivery of the Transaction Documents by the Company); (ii) the genuineness of all signatures on all documents submitted to us; (iii) the authenticity and completeness of all documents, corporate records, certificates and other instruments submitted to us; (iv) that photocopy, electronic, certified, conformed, facsimile and other copies submitted to us of original documents, corporate records, certificates and other instruments conform to the original documents, records, certificates and other instruments, and that all such original documents were authentic and complete; (v) the legal capacity of all individuals executing documents; (vi) that the Transaction Documents executed in connection with the transactions contemplated thereby are the valid and binding obligations of each of the parties thereto (other than the Company), enforceable against such parties (other than the Company) in accordance with their respective terms and that no Transaction Document has been amended or terminated orally or in writing except as has been disclosed to us; and (vii) that the statements contained in the certificates and comparable documents of public officials, officers and representatives of the Company and other persons on which we have relied for the purposes of this opinion are true and correct. As to all questions of fact material to this opinion and as to the materiality of any fact or other matter referred to herein, we have relied (without independent investigation) upon certificates or comparable documents of officers and representatives of the Company.

Based upon the foregoing, and in reliance thereon, and subject to the limitations, qualifications and exceptions set forth herein, we are of the following opinion:

When the Exchange Notes have been duly authenticated by Wilmington Trust FSB, in its capacity as Trustee, and duly executed and delivered on behalf of the Company as contemplated by the Registration Statement, the Exchange Notes will be validly issued and will constitute valid and binding obligations of the Company enforceable against the Company in accordance with their terms.

Our opinion set forth above is subject to applicable bankruptcy, insolvency, reorganization, fraudulent conveyance and transfer, moratorium or other laws now or hereafter in effect relating to or affecting the rights or remedies of creditors generally and by general principles of equity (whether applied in a proceeding at law or in equity) including, without limitation, standards of materiality, good faith and reasonableness in the interpretation and enforcement of contracts, and the application of such principles to limit the availability of equitable remedies such as specific performance.

We are members of the Bar of the State of New York, and accordingly, do not purport to be experts on or to be qualified to express any opinion herein concerning the laws of any jurisdiction other than laws of the State of New York and the Delaware General Corporation Law (including all applicable provisions of the Delaware Constitution and the reported judicial decisions interpreting such laws).

This opinion letter deals only with the specified legal issues expressly addressed herein, and you should not infer any opinion that is not explicitly addressed herein from any matter stated in this letter.

We hereby consent to being named as counsel to the Company in the Registration Statement, to the references therein to our Firm under the caption "Legal Matters" and to the inclusion of this opinion as an exhibit to the Registration Statement. In giving this consent, we do not thereby admit that we are within the category of persons whose consent is required under Section 7 of the Securities Act, or the rules and regulations of the Commission thereunder. This opinion is rendered to you as of the date hereof, and we assume no obligation to advise you or any other person hereafter with regard to any change after the date hereof in the circumstances or the law that may bear on the matters set

forth herein even though the change may affect the legal analysis or a legal conclusion or other matters in this letter.

Very truly yours,
/s/ Paul, Hastings, Janofsky & Walker LLP

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Exhibit 5.2

June 7, 2011

Kratos Defense & Security Solutions, Inc.
4820 Eastgate Mall
San Diego, CA 92121

Ladies and Gentlemen:

We have acted as counsel for Kratos Defense & Security Solutions, Inc., a Delaware corporation (the "*Company*"), in connection with its preparation of a Registration Statement on Form S-4 (the "*Registration Statement*"), including the prospectus constituting a part thereof (the "*Prospectus*"), to be filed with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "*Securities Act*"), relating to the offer to exchange (the "*Exchange Offer*") the Company's 10% Senior Secured Notes due 2017 (the "*Exchange Notes*") which have been registered under the Securities Act, for an equal principal amount of the Company's outstanding unregistered 10% Senior Secured Notes due 2017 (the "*Original Notes*"). The Exchange Notes will be guaranteed, jointly and severally (the "*Exchange Note Guarantees*"), by the Company's subsidiary guarantors listed on *Schedule A* attached hereto (each, a "*Guarantor*" and collectively, the "*Guarantors*"). The Original Notes are governed, and the Exchange Notes will be governed, by the Indenture dated as of May 19, 2010 (as amended or supplemented through the date hereof, the "*Indenture*"), among the Company, the guarantors party thereto and Wilmington Trust FSB, as trustee and collateral agent.

In connection with our opinion, we have examined: (a) the Registration Statement, including the Prospectus; (b) each Guarantor's articles of incorporation, certificate of incorporation, certificate of formation, bylaws, limited liability company agreement, and partnership agreement, as applicable, each as amended to date; (c) the Indenture; (d) the Exchange Notes and the Exchange Note Guarantees; and (e) such other proceedings, documents and records as we have deemed necessary to enable us to render this opinion.

In our examination of the above-referenced documents, we have assumed the genuineness of all signatures, the authenticity of all documents, certificates and instruments submitted to us as originals and the conformity with the originals of all documents submitted to us as copies. To the extent that obligations of the Guarantors may be dependent upon such matters, we have relied exclusively upon the opinions of local counsel in Alabama, Arizona, Colorado, Florida, Georgia, Indiana, New Jersey, Ohio, and Texas as to the conclusions that (i) the Guarantors formed in each such jurisdiction are each duly formed, validly existing and in good standing in all relevant jurisdictions, with power and authority to execute, deliver and perform their respective obligations under the Exchange Note Guarantees, and (ii) that the Exchange Note Guarantees have been duly authorized by all appropriate corporate, limited liability or partnership action by each such Guarantor. Also, we have relied as to certain factual matters on information obtained from public officials, officers of the Company and other sources believed by us to be responsible.

Based upon and subject to the foregoing and the matters set forth herein, assuming that the Indenture has been duly authorized, executed and delivered by, and represents the valid and binding obligation of, the Trustee and the Company, and when the Registration Statement, including any amendments thereto, shall have become effective under the Securities Act and the Indenture shall have been duly qualified under the Trust Indenture Act of 1939, as amended, and having regard for such legal considerations as we deem relevant, we are of the opinion that:

1. The Exchange Note Guarantees, when duly executed and delivered by or on behalf of each of the Guarantors in the form contemplated by the Indenture upon the terms set forth in the Exchange Offer, will be valid and binding obligations of the Guarantors enforceable in accordance with their terms; except as enforcement thereof may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or other comparable laws affecting

the enforcement of creditors' rights generally or the application of equitable principles (regardless of whether such enforceability is considered in a proceeding in equity or at law).

We express no opinion concerning the contents of the Registration Statement or the Prospectus, other than as to the validity of the Exchange Note Guarantees. We express no opinion as to the applicability of, compliance with or effect of, the law of any jurisdiction other than United States Federal law, the laws of the State of New York, the General Corporation Law of the State of Delaware, the Limited Liability Company Act of the State of Delaware, the Corporations Code of the State of California, the Virginia Stock Corporation Act and the Annotated Code of Maryland—Corporations and Associations. The Exchange Notes may be issued from time to time on a delayed or continuous basis, and this opinion is limited to the laws, including the rules and regulations, as in effect on the date of this opinion, which laws are subject to change with possible retroactive effect.

We hereby consent to the reference to our firm under the caption "Legal Matters" in the Prospectus which is filed as part of the Registration Statement, and to the filing of this opinion as an exhibit to such Registration Statement. In giving this consent, we do not admit that we are "experts" within the meaning of Section 11 of the Securities Act or within the category of persons whose consent is required by Section 7 of the Securities Act.

Very truly yours,

/s/ Sheppard, Mullin, Richter & Hampton LLP

SCHEDULE A

Guarantors

1. Ai Metrix, Inc., a Delaware corporation.
2. Airorlite Communications, Inc., a New Jersey corporation.
3. Charleston Marine Containers, Inc., a Delaware corporation.
4. Dallastown Realty I, LLC, a Delaware limited liability company.
5. Dallastown Realty II, LLC, a Delaware limited liability company.
6. Defense Systems, Incorporated, a Virginia corporation.
7. DEI Services Corporation, a Florida corporation.
8. Digital Fusion, Inc., a Delaware corporation.
9. Digital Fusion Solutions, Inc., a Florida corporation.
10. Diversified Security Solutions, Inc., a New York corporation.
11. DTI Associates, Inc., a Virginia corporation.
12. General Microwave Corporation, a New York corporation.
13. General Microwave Israel Corporation, a Delaware corporation.
14. Gichner Holdings, Inc., a Delaware corporation.
15. Gichner Systems Group, Inc., a Delaware corporation.
16. Gichner Systems International, Inc., a Delaware corporation.
17. Haverstick Consulting, Inc., an Indiana corporation.
18. Haverstick Government Solutions, Inc., an Ohio corporation.
19. Henry Bros. Electronics, Inc., a California corporation.
20. Henry Bros. Electronics, Inc., a Colorado corporation.
21. Henry Bros. Electronics, Inc., a Delaware corporation.
22. Henry Bros. Electronics, Inc., a New Jersey corporation.
23. Henry Bros. Electronics, Inc., a Virginia corporation.
24. Henry Bros. Electronics, LLC, an Arizona limited liability company.
25. Herley Industries, Inc. , a Delaware corporation.
26. Herley-CTI, Inc., a Delaware corporation.
27. Herley-RSS, Inc., a Delaware corporation.
28. HGS Holdings, Inc., an Indiana corporation.
29. JMA Associates, Inc., a Delaware corporation.
30. Kratos Defense Engineering Solutions, Inc., a Delaware corporation.
31. Kratos Mid-Atlantic, Inc., a Delaware corporation.
32. Kratos Public Safety & Security Solutions, Inc., a Delaware corporation.
33. Kratos Southeast, Inc., a Georgia corporation.
34. Kratos Southwest L.P., a Texas limited partnership.

35. Kratos Technology & Training Solutions, Inc., a California corporation.

36. Kratos Texas, Inc., a Texas corporation.

37. Madison Research Corporation, an Alabama corporation.

38. Micro Systems, Inc., a Florida corporation.

39. MSI Acquisition Corp., a Delaware corporation.

40. National Safe of California, Inc., a California corporation.

41. Polexis, Inc., a California corporation.

42. Reality Based IT Services, LTD., a Maryland corporation.

43. Rocket Support Services, LLC, an Indiana limited liability company.

44. SCT Acquisition, LLC, a Delaware limited liability company.

45. SCT Real Estate, LLC , a Delaware limited liability company.

46. Shadow I, Inc. , a California corporation.

47. Shadow II, Inc., a California corporation.

48. Shadow III, Inc., a California corporation.

49. Stapor Research, Inc., a Virginia corporation.

50. Summit Research Corporation, an Alabama corporation.

51. WFI NMC Corp., a Delaware corporation.

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Exhibit 5.3

June 7, 2011

Sheppard, Mullin, Richter & Hampton LLP
30 Rockefeller Plaza
Suite 2400
New York, NY 10112

Re: Opinion Reliance

Attached hereto is a copy of the legal opinion dated March 25, 2011 (the "***Opinion***") rendered by Jackson Walker L.L.P. as local Texas counsel to Kratos Texas, Inc., a Texas corporation ("***KTI***") and Kratos Southwest L.P., a Texas limited partnership ("***KSLP***"), and addressed to (i) Jefferies & Company, Inc., KeyBanc Capital Markets Inc., Oppenheimer & Co. Inc., as the Initial Purchasers under the Purchase Agreement (as defined in the Opinion) and (ii) Wilmington Trust FSB, as the Trustee under that certain Indenture dated as of May 19, 2010 among Kratos Defense & Security Solutions, Inc., a Delaware corporation, (the "***Company***") KTI, KSLP, certain other guarantors of the obligations thereunder and Wilmington Trust FSB, as trustee. The Opinion provides that, except in limited circumstances, it may not be used, circulated, quoted, relied upon or otherwise referred to for any purpose without our prior written consent.

We understand that Sheppard, Mullin, Richter & Hampton LLP ("***SMRH***") has been asked to provide a legal opinion to the Company in connection with its preparation of a Registration Statement on Form S-4, including the prospectus constituting a part thereof, to be filed with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "***Securities Act***"), relating to the offer to exchange the Company's 10% Senior Secured Notes due 2017 which have been registered under the Securities Act, for an equal principal amount of the Company's outstanding unregistered 10% Senior Secured Notes due 2017 (the "***SMRH Opinion***"). To allow you to provide the SMRH Opinion, you have requested our consent to your reliance upon the Opinion.

Subject to the following, in rendering the SMRH Opinion and to the extent that the obligations of KTI and KSLP may be dependent upon such matters, SMRH may rely upon the opinions set forth in the Opinion (subject to the qualifications, assumptions and exceptions therein contained) to the same extent as though the Opinion had been addressed and delivered to SMRH on the date of its delivery to the addressees thereof. Our consent to such reliance is hereby granted on the express condition and understanding that:

(a) the Opinion speaks only as of the date thereof and we have not considered any changes in law or the state of facts or any other circumstances which may have occurred since the date thereof which may cause us to reach a different conclusion were we asked to render the Opinion on the date hereof or on the date of your reliance thereon;

(b) we are not aware of the facts and circumstances surrounding the SMRH Opinion or the transactions giving rise to the need for such opinion, and accordingly we make no assurances regarding the applicability of the Opinion in light of such facts, circumstances or transactions or whether, if presented with such facts, circumstances or transactions, we would be willing or able to render an opinion in the form of the Opinion or otherwise;

(c) your reliance upon the opinions contained in the Opinion must be actual and reasonable under the circumstances existing at the time of such reliance, including taking into consideration any changes in law, facts or any other circumstances known to or reasonably knowable to you at such time;

(d) you are not aware and at the time of any such reliance will not be aware (i) of any changes in law, facts or any other circumstances which would impact the opinions contained in the Opinion, (ii) that any of the assumptions contained in the Opinion were or are inaccurate or incorrect in any respect or (iii) that any of the conclusions or opinions contained in the Opinion were or are inaccurate or incorrect in any respect; and

(e) the consent herein granted (i) is given solely to enable you to rely on the Opinion in connection with your delivery of the SMRH Opinion and for no other purpose and (ii) does not include or imply our consent to reliance upon the Opinion by the addressees of the SMRH Opinion or any other party except in the circumstances expressly set forth in the Opinion.

/s/ Jackson Walker L.L.P.

JCH; MPH

March 25, 2011

TO THE INITIAL PURCHASERS LISTED
ON THE ATTACHED SCHEDULE 1

And

Wilmington Trust FSB, as Trustee
CCS-Corporate Capital Markets
50 South Sixth Street, Suite 1290
Minneapolis, MN 55402-1544

Re: Purchase Agreement dated as of March 22, 2011 (the "***Purchase Agreement***") by and among Kratos Defense & Security Solutions, Inc., a Delaware corporation ("***Kratos***"), Acquisition Co. Lanza Parent, a Delaware corporation ("***Intermediate Holdings***"), Lanza Acquisition Co., a Delaware corporation ("***Acquisition Co.***"), the guarantors of Kratos party thereto (together with Acquisition Co., the "**Guarantors**") and the Initial Purchasers listed in Schedule 1 hereto (the "***Initial Purchasers***")

Ladies and Gentlemen:

We have acted as local Texas counsel to Kratos Texas, Inc., a Texas corporation ("***KTI***") and Kratos Southwest L.P., a Texas limited partnership ("***KSLP***"; KTI and KSLP are each sometimes referred to herein as a "***Kratos Texas Subsidiary***" and collectively as the "***Kratos Texas Subsidiaries***") in connection with the sale to the Initial Purchasers on the date hereof of $285,000,000 in aggregate principal amount of 10% Senior Secured Notes due 2017 (collectively, the "***Notes***") pursuant to the Purchase Agreement. This opinion letter is provided to you at the request of Kratos pursuant to *Section 7(b)(vii*) of the Purchase Agreement. Capitalized terms used but not defined in this opinion letter shall have the meanings given to them in the Purchase Agreement.

1. ***Documents Reviewed***. In our capacity as local Texas counsel to the Kratos Texas Subsidiaries, we have reviewed originals or copies, certified or otherwise identified to our satisfaction, of the following documents:

(a) The Purchase Agreement;

(b) that certain Registration Rights Agreement dated as of March 25, 2011 executed by Intermediate Holdings, Kratos, the Kratos Texas Subsidiaries, the other Guarantors party thereto and the Initial Purchasers;

(c) with respect to KTI, a Certificate of Fact dated March 24, 2011 issued by the Secretary of State of the State of Texas and a Franchise Tax Certification of Account Status dated March 24, 2011 issued by the Comptroller of Public Accounts of the State of Texas (the "***KTI State Certificates***");

(d) with respect to KSLP, a Certificate of Fact dated March 24, 2011 issued by the Secretary of State of the State of Texas and a Franchise Tax Certification of Account Status dated March 24, 2011 issued by the Comptroller of Public Accounts of the State of Texas (the "***KSLP State Certificates***");

(e) the Secretary's Certificate dated the date hereof executed by Deborah S. Butera, Secretary of KTI, together with (i) the Exhibits thereto and (ii) the 2010 Certificate (as therein defined) and the exhibits thereto; and

(f) the Secretary's Certificate dated the date hereof executed by Deborah S. Butera, Secretary of, of KTI, as general partner of KSLP, together with (i) the Exhibits thereto and (ii) the 2010 Certificate (as therein defined) and the exhibits thereto.

The documents listed as (a) and (b) above are hereinafter collectively referred to as the "***Debt Documents***" and the documents listed as (a) through (f) above are collectively referred to herein as the "***Documents***".

In addition to our review of the foregoing, we have conducted such other investigation of law as we have considered necessary or appropriate as the basis for the opinions hereinafter expressed.

2. ***Assumptions***. In rendering the opinions expressed herein, we have assumed, with your permission and without independent investigation or inquiry, the following:

(a) the due authorization, execution and delivery of the Debt Documents by each of the parties thereto (other than the Kratos Texas Subsidiaries);

(b) the genuineness of all signatures;

(c) the authenticity of all documents submitted to us as originals and the conformity to authentic originals of documents submitted to us as copies (whether certified, conformed or otherwise);

(d) the legal capacity of natural persons;

(e) that (i) each of the parties to the Debt Documents (other than the Kratos Texas Subsidiaries), is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or formation and has full power and authority to execute, deliver and perform its obligations under each of the Debt Documents to which it is a party, (ii) each of the Debt Documents constitutes a valid and legally binding obligation of each of the parties thereto (other than the Kratos Texas Subsidiaries), enforceable against each of such parties in accordance with its terms, and (iii) each of the parties to the Debt Documents has fulfilled and complied with its obligations thereunder to the extent required to date;

(f) that the terms and conditions of the Debt Documents have not been amended, modified or supplemented by any other agreement or understanding of the parties, or by waiver of any of the material provisions of the Debt Documents; and

(g) each of the Kratos Texas Subsidiaries has received consideration for its obligations under the Debt Documents.

3. ***Opinions***. Based upon and subject to the foregoing, and subject to the further limitations and qualifications hereinafter set forth, we are of the opinion that:

(a) *Existence and Good Standing.* Based solely on the KTI State Certificates and as of the date thereof, KTI is validly existing and in good standing under the laws of the State of Texas. Based solely on the KSLP State Certificates and as of the date thereof, KSLP is validly existing and in good standing under the laws of the State of Texas. We note that the Kratos Texas Subsidiaries were formed prior to the enactment of the *Texas Business Organizations Code* (the "***TBOC***"), which became applicable to them on January 1, 2010, and it does not appear that either of them has amended its certificate of formation (as defined in the TBOC) to cause it to comply with the applicable requirements of the TBOC, however in rendering the foregoing opinions we have relied on *Section 402.005(a)(2)* of the TBOC which provides that, because they were formed prior to January 1, 2006, the Kratos Texas Subsidiaries are not considered to have failed to comply with the TBOC solely because their certificates of formation do not comply with the requirements of the TBOC. We further advise you that *Section 402.005(a)(3)* of the TBOC requires that each of the Kratos Texas Subsidiaries conform its certificate of formation to the requirements of the TBOC when it next files an amendment to its certificate of formation.

(b) *Power and Authority.* Each of the Kratos Texas Subsidiaries has all necessary corporate or partnership power and authority, and has duly taken all action necessary under its governing documents, to execute, deliver and perform its obligations under the Debt Documents. The execution, delivery and performance of the Debt Documents by each of the Kratos Texas Subsidiaries have been duly and validly authorized by it. Each of the Debt Documents to which each Kratos Texas Subsidiary is a party has been duly executed and delivered by such Kratos Texas Subsidiary (although we point out to you that the question of "delivery" of the Debt Documents will, by virtue of the Governing Law Selection (defined below), be governed by the laws of the Chosen State (defined below) as to which we are not providing an opinion; the foregoing opinion with respect to "delivery" of the Debt Documents is given as if the laws of the State of Texas were applicable to such issue).

(c) *No Violation or Approvals.* The execution and delivery by each Kratos Texas Subsidiary of each Debt Document to which it is a party does not, and the performance by such Kratos Texas Subsidiary of its obligations thereunder, including the granting of the liens provided for therein, will not (i) violate the provisions of (x) in the case of KTI, its Articles of Incorporation or Bylaws or (y) in the case of KSLP, its Certificate of Limited Partnership or Limited Partnership Agreement, (ii) violate the Applicable Laws (as defined below in this opinion letter), or (iii) require any consents, approvals, or authorizations to be obtained by the Kratos Texas Subsidiaries from, or any registrations, declarations or filings to be made by the Kratos Texas Subsidiaries with, any governmental authority under the Applicable Laws, except (1) filings and recordings required in order to perfect or otherwise protect the liens and security interests created under the Debt Documents, and (2) any consents or approvals required in connection with a disposition of collateral.

(d) *Choice of Law.* A state or Federal court sitting in the State of Texas and applying Texas choice or conflict of law rules and principles, in a properly presented case, should give effect to the parties' choice of the law (other than the conflict-of-laws rules) of the State of New York (the "***Chosen State***") to govern (i) an issue relating to the transaction evidenced by the Debt Documents, including the validity or enforceability of an agreement (or a provision thereof) relating to such transaction, or (ii) the interpretation or construction of an agreement (or a provision thereof) relating to the transaction governed by the Debt Documents (the "***Governing Law Selection***").

4. ***Limitations and Qualifications***. The opinions expressed in Section 3 above are subject to the following limitations and qualifications:

(a) As the Governing Law Selection has chosen the laws of the Chosen State to govern the Debt Documents, we express no opinion with respect to the enforceability of the Debt Documents (and we understand you are relying exclusively on opinions of principal counsel to Kratos, Intermediate Holdings and the Guarantors with respect to the enforceability thereof under the laws of the Chosen State).

(b) The opinion in Paragraph (d) of Section 3 above relies upon *Chapter 271* of the *Texas Business and Commerce Code* ("***Chapter 271***") which provides that *if* parties to a "qualified transaction" (which includes, among other transactions, a transaction in which a party lends, advances, borrows or receives funds or credit with an aggregate value of at least $1,000,000) agree in writing that the law of a particular jurisdiction governs (i) an issue relating to the transaction, including the validity or enforceability of an agreement (or a provision thereof) relating to the transaction, or (ii) the interpretation or construction of an agreement (or a provision thereof) relating to the transaction, *then* the law, other than conflict of laws rules, of that jurisdiction governs the issue so long as, in the case of clause (i) above, the transaction bears a "reasonable relation" to that jurisdiction, regardless of whether the application of that law is contrary to a fundamental or public policy of the State of Texas or any other jurisdiction. We have, with your permission, assumed that the transaction governed by the Debt Documents constitutes a "qualified transaction" and bears a "reasonable relation" (as each such phrase is more particularly described in such Chapter 271) to the Chosen State. Additionally, the opinion in Paragraph (d) of Section 3 above is qualified and limited as follows:

(i) the parties written agreement that the laws of the Chosen State are to govern certain matters in respect of the transaction evidenced by the Debt Documents, which we have opined should be given effect under Chapter 271, does not include the conflict-of-laws rules of the Chosen State;

(ii) we express no opinion as to whether the conflict-of-laws rules of any particular jurisdiction (whether those of Texas, the Chosen State or any other jurisdiction) will or should govern a determination of the effectiveness of the Governing Law Selection;

(iii) the Governing Law Selection does not operate to determine the law that governs whether a transaction transfers or creates an interest in real property for security purposes or otherwise, the nature of an interest in real property that is transferred or created by a transaction, the method for foreclosure of a lien on real property, the nature of an interest in real property that results from foreclosure, or the manner and effect of recording or failing to record evidence of a transaction that transfers or creates an interest in real property;

(iv) the Governing Law Selection does not operate to determine the law that governs an issue that another statute of the State of Texas or a statute of the United States provides is governed by the law of a particular jurisdiction. In that regard, we point out to you that we believe that *Sections 8.110* and *9.301* through *9.306* of the *Texas Business and Commerce Code* (which provide that the laws of certain jurisdictions will necessarily govern certain issues as more particularly described in such Sections) are statutes of the type described in this subsection, and accordingly the Governing Law Selection will not be effective to cause the laws of the Chosen State to govern those issues; and

(v) the Governing Law Selection does not operate to determine the law that governs matters with respect to service of process, jurisdiction of courts of the State of Texas, venue, necessary parties, prior exhaustion of remedies, rights of subrogation and other matters that may be considered to be governed by the procedural laws and rules of the State of Texas.

(c) As to matters of fact material to the opinions expressed herein, we have, with your permission, relied on (i) the assumptions made herein, and (ii) the accuracy of the representations and warranties set forth in the Debt Documents. Except as set forth herein, we have not undertaken any investigation to determine the existence or accuracy of such facts, and no inference as to our knowledge thereof may be drawn from the fact of our representations of any party or otherwise. Except as set forth herein, we have not made any independent review or investigation of any factual matter.

(d) We express no opinion herein as to the various state and federal laws regulating banks or the conduct of their business, such as lending limits, qualified loans, or the like, that may relate to the Debt Documents or the transactions contemplated thereby.

We are members of the bar of the State of Texas, and we express no opinion as to the laws of any jurisdiction other than the laws of the State of Texas, and moreover, the foregoing opinions do not address any of the following laws, and we specifically express no opinion with respect thereto: (a) securities or "blue sky" laws; (b) pension and employee benefit laws and regulations; (c) environmental, land use, and zoning laws and regulations, including without limitation compliance of any property encumbered by the Debt Documents therewith; (d) tax laws and regulations; (e) health and safety laws and regulations, including without limitation compliance of any property encumbered by the Debt Documents therewith; (f) antitrust and criminal laws, including provisions of such antitrust and criminal laws relating to forfeiture, (g) the Patriot Act, money-laundering laws or other similar Homeland Security laws; and (h) other laws which are understood as a matter of customary practice to be covered by third-party opinion letters only when they are referred to expressly (such laws of the State of Texas to which this opinion relates are referred to herein as the "***Applicable Laws***").

The opinions contained herein are limited solely to the matters stated in Section 3 hereof, and no opinion is to be inferred or may be implied beyond the matters expressly stated herein. The opinions expressed herein are as of the date first set forth above, and we do not assume or undertake any responsibility or obligation to supplement or to update such opinions to reflect any facts or circumstances which may hereafter come to our attention or any changes in the laws which may hereafter occur.

This opinion letter has been rendered solely for the benefit of the addressees hereof in connection with the transaction covered by the Debt Documents, and may not be used, circulated, quoted, relied upon or otherwise referred to for any other purpose without our prior written consent. At your request, we hereby consent to reliance hereon by any assignee of the Notes on the condition and understanding that (i) this opinion letter speaks only as of the date hereof, (ii) we have no responsibility or obligation to update this opinion letter, to consider its applicability or correctness to other than its addressee, or to take into account changes in law, facts or any other developments of which we may later become aware, and (iii) any such reliance by a future assignee must be actual and reasonable under the circumstances existing at the time of assignment, including any changes in law, facts or any other developments known to or reasonably knowable by the assignee at such time.

/s/ Jackson Walker L.L.P.

JCH; MPH

SCHEDULE 1

Jefferies & Company, Inc.
KeyBanc Capital Markets Inc.
Oppenheimer & Co. Inc.

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Exhibit 5.4

Dated effective as of June 7, 2011

SHEPPARD MULLIN RICHTER & HAMPTON LLP
30 Rockefeller Plaza, Suite 2400
New York, New York 10112

Re: Request for Reliance upon Greenberg Traurig Opinion Dated Effective as of March 25, 2011, Addressed to Jefferies & Company, Inc., as Representative of the Initial Purchasers

Ladies and Gentlemen:

Reference is made to our legal opinion letter dated March 25, 2011 (the "***Opinion***"), a copy of which is attached hereto in *Exhibit A*, which is addressed to Jefferies & Company, Inc., as Representative of the Initial Purchasers, and Wilmington Trust FSB, as Trustee named in the Purchase Agreement dated as of March 22, 2011, among the Company, the guarantors party thereto and the several Initial Purchasers named therein.

This letter shall confirm that you are permitted to rely on the Opinion as to the matters expressly set forth therein, solely as of the date of the Opinion and subject to the assumptions and qualifications stated therein.

This letter does not constitute a reaffirmation of the Opinion as of the date hereof or a confirmation that there has been no change in relevant law or facts since the date thereof. We are furnishing this confirmation to you solely for your benefit related to the filing of a Registration Statement on Form S-4 on behalf of Kratos Defense & Security Solutions, Inc. in connection with a proposed exchange offer for the Notes, as defined in the Purchase Agreement, and the Opinion may not be relied upon by you for any other purpose and may not be quoted to, relied on by, nor may copies be delivered to, any other person or entity without our prior written consent.

Very truly yours,

/s/ GREENBERG TRAURIG, P.A.

EXHIBIT A

March 25, 2011 Opinion

[See Attached Pages]

Dated effective as of March 25, 2011

JEFFERIES & COMPANY, INC.
As Representative of the
Initial Purchasers listed in
Schedule C hereto (together, the "**Initial Purchasers**")
c/o Jefferies & Company, Inc.
520 Madison Avenue
New York, New York 10022

The other Initial Purchasers listed on Schedule C hereto

WILMINGTON TRUST FSB
CCS-Corporate Capital Markets
50 South Sixth Street, Suite 1290
Minneapolis, MN 55402-1544

Ladies and Gentlemen:

We have acted as special Florida counsel to Digital Fusion Solutions, Inc., a Florida corporation ("**DFS**"), and DEI Services Corporation, a Florida corporation ("**DEI**"; and collectively with DFS, the "**Companies**"), for purposes of preparing this opinion letter, which is being furnished to you pursuant to your request.

In connection with this opinion letter, we have reviewed copies of the following documents:

1. Registration Rights Agreement, dated March 25, 2011, by and among Acquisition Co. Lanza Parent, a Delaware corporation, as Stage I Issuer (the "**Stage I Issuer**"), Kratos Defense & Security Solutions, Inc., a Delaware corporation, as Stage II Issuer (the "**Stage II Issuer**"; and collectively with the Stage I Issuer, the "**Issuers**"), the Companies, the other subsidiaries of the Stage II Issuer party thereto and the Initial Purchasers (the "**Registration Rights Agreement**");

2. Purchase Agreement, dated March 22, 2011, by and among the Issuers, Lanza Acquisition Co., a Delaware corporation, the Companies, the other subsidiaries of the Stage II Issuer party thereto, and the Initial Purchasers (the "**Purchase Agreement**").

3. The Amended and Restated Articles of Incorporation of DFS filed March 30, 1999, as amended by Articles of Amendment filed April 22, 1999, by Articles of Merger filed March 2, 2000 and by Articles of Amendment filed November 20, 2001, all with the Florida Secretary of State's office (collectively, the "**DFS Articles of Incorporation**");

4. Written Consent of the Directors of DFS dated as of March 10, 2011;

5. A Secretary's Certificate executed by officers of DFS attached hereto as Schedule A, together with the respective exhibits referred to therein (which exhibits are omitted here for brevity) dated as of March 25, 2011;

6. A Certificate of Status of DFS, dated as March 24, 2011, issued by the Secretary of State of the State of Florida (the "**DFS Status Certificate**");

7. The Articles of Incorporation of DEI filed July 30, 2010, as affected by Articles of Merger filed August 9, 2010, all with the Florida Secretary of State's office (collectively, the "**DEI Articles of Incorporation**");

8. Written Consent of the Directors of DEI dated as of March 10, 2011;

9. A Secretary's Certificate executed by officers of DEI attached hereto as Schedule B, together with the respective exhibits referred to therein (which exhibits are omitted here for brevity) dated as of March 25, 2011; and

10. A Certificate of Status of DEI, dated as March 24, 2011, issued by the Secretary of State of the State of Florida (the "**DEI Status Certificate**").

The documents listed above as items 1 through 10 are collectively referred to herein as the "**Documents**". The documents listed above as items 1 and 2 are collectively referred to herein as the "**Indenture Documents**". Capitalized terms used but not defined in this opinion letter have the respective meanings given to them in the Purchase Agreement.

In addition to the Documents, we have also examined such other documents and certificates and made such investigations as we have deemed necessary in connection with the opinions hereinafter set forth.

Based on the foregoing and subject to the assumptions, qualifications and limitations set forth below, it is our opinion that:

1. DFS has been incorporated under the Florida Business Corporation Act and its status is active.

2. DEI has been incorporated under the Florida Business Corporation Act and its status is active

3. Each of the Companies has the requisite corporate power and authority to carry out the terms and conditions applicable to it under the Indenture Documents, and the execution, delivery, and performance of the Indenture Documents by each of the Companies has been duly authorized by all requisite corporate action on the part of the respective Companies.

4. The execution and delivery by DFS of the Indenture Documents will not violate (i) the provisions of the DFS Articles of Incorporation, or (ii) the laws or statutes of the State of Florida.

5. The execution and delivery by DEI of the Indenture Documents will not violate (i) the provisions of the DEI Articles of Incorporation, or (ii) the laws or statutes of the State of Florida.

6. No consents or approvals are required to be obtained by either DFS or DEI (or both) from any governmental authority under the laws and statues of the State of Florida in connection with the Companies' execution and delivery of the Indenture Documents, except those contemplated by the Registration Rights Agreement.

7. The Indenture Documents have been duly executed and delivered by each of DFS and DEI.

8. The Indenture Documents contain provisions whereby the parties have agreed that the laws of the State of New York will govern the Indenture Documents. Assuming that the Transactions have a "normal and reasonable relationship" to the State of New York, then, except for procedural matters, a Florida court (or a federal court applying Florida's choice-of-law rules) should enforce the parties' choice of New York law to govern the Indenture Documents based upon applicable case law (including, *inter alia*, *Continental Mortgage Investors v. Sailboat Key, Inc.*, 395 So.2d 507 (Fla. 1981); and *Morgan Walton Properties, Inc. v. International City Bank & Trust Co.*, 404 So.2d 1059 (Fla. 1981). These cases indicate that the standard which must be met under Florida law in order for the parties to choose the laws of another jurisdiction is that the transaction must have a normal and reasonable relation to such other jurisdiction. It is our opinion that a normal and reasonable relationship with the State of New York exists for purposes of Florida's conflict-of-law rules, based on the following assumptions regarding the contacts of this transaction with the State of New York: (a) the Initial Purchasers' principal offices are located in the State of New York; (b) the Transactions evidenced by the Indenture Documents were negotiated principally in New York; (c) the Indenture Documents were executed and delivered in the State of New York and the closing of the Transactions occurred in the State of New York; and (d) the Notes are payable in the State of New York.

The opinions set forth in this letter are subject to the following assumptions, qualifications and limitations:

9. In addition to the other assumptions set forth below, we have relied, without investigation, on each of the assumptions implicitly included in all opinions of Florida counsel that are set forth in the Report on Standards for Third-Party Legal Opinions of Florida Counsel, dated January 21, 2010 (the "**Report**") in "Common Elements of Opinions—Assumptions".

10. Our opinion 1 herein is based solely on the DFS Status Certificate.

11. Our opinion 2 herein is based solely on the DEI Status Certificate.

12. We note that this letter is limited in scope and expresses no opinion regarding the validity or binding effect of the Indenture Documents or the remedies available for the enforcement thereof, and accordingly this opinion letter omits other assumptions, limitations, qualifications and exclusions that might otherwise be required in connection with such additional opinions.

13. We did not physically attend the closing or witness the execution or delivery of any Indenture Documents, and have only reviewed copies of the executed Indenture Documents provided to us by others present at the closing of the transaction.

14. We have assumed the authenticity of all documents submitted to us as originals, the genuineness of all signatures not witnessed by us and the conformity to authentic original documents of all documents submitted to us as copies. We have also assumed that the Indenture Documents reviewed by us contain the entire agreement of the parties with respect to the Indenture Documents and the agreements and transactions contemplated thereby and that there are no other oral or written agreements between the parties that would modify the Indenture Documents. We have also assumed that the execution and delivery of each and all of the Documents are free from any form of fraud, misrepresentation, mistake of fact, duress or criminal activity.

15. Except for the Companies, we have assumed that each other party to the Indenture Documents has the requisite power and authority to enter into and perform its respective obligations under the Indenture Documents and has duly authorized and executed and delivered the Indenture Documents, and that the Indenture Documents are valid, binding and enforceable against such other parties.

16. As to questions of fact material to our opinions, we have relied upon and assumed the correctness of certificates by public officials and by representatives of the Companies and the factual representations and warranties set forth in the Documents. We have made no examination or investigation to verify the accuracy or completeness of any financial, accounting, statistical or other factual information set forth in the Documents or otherwise furnished to any party or with respect to any other tax, accounting or financial matters and accordingly, we express no opinion with respect thereto.

17. While certain members of this firm are admitted to practice in other jurisdictions, for purposes of this opinion letter we have not examined any laws other than the laws of the State of Florida, nor have we consulted with members of this firm who are admitted in other jurisdictions with respect to the laws of such jurisdictions; accordingly, the foregoing opinions apply only with respect to said laws examined by us and we express no opinion with respect to the laws of any other jurisdiction.

18. This opinion letter is rendered as of the effective date set forth above, and we express no opinion regarding, nor do we undertake to advise you of, any change in laws, facts, circumstances or events which may occur after that date.

19. This opinion letter is limited to the matters expressly set forth herein, and no opinion (including, as more fully set forth in the Report, no "remedies opinion") is to be implied or may be inferred beyond the matters expressly so stated. In particular, we have rendered no opinion herein with respect to: (a) any state tax laws or regulations (other than as expressly provided herein); (b) any ordinance or regulation of any county, municipality, township or other political subdivision of the State of Florida; (c) any pension and employee benefit laws and regulations; (d) any state or federal antitrust and unfair competition laws and regulations, including the Hart-Scott-Rodino Antitrust Improvements Act of 1976; (e) any state laws or regulations concerning filing or notice requirements; (f) compliance with fiduciary duty requirements; (g) any state environmental laws or regulations; (h) any state securities laws or regulations; (i) any state telecommunication laws or regulations; (j) any state racketeering laws or regulations (e.g., RICO); (k) any state health and safety laws or regulations; (l) any state labor laws or regulations; (m) any state laws, regulations and policies concerning national emergency, anti-terrorism, possible judicial deference to acts of sovereign states and criminal and civil forfeiture laws; (n) any other state statutes of general application to the extent they provide for criminal prosecution (e.g., mail fraud and wire fraud statutes); (o) any federal bankruptcy laws, or (p) usury laws.

This opinion letter is rendered solely for the benefit of the addressees of this letter (together with their respective permitted successors, assigns, and transferees) and may not be relied upon by any other person without our prior written consent. This opinion letter is not to be quoted or otherwise referred to in any financial statements or any other document, nor filed with or furnished to any governmental agency or other person, without our prior written consent.

Very truly yours,

/s/ GREENBERG TRAURIG, P.A.

Schedule A

DFS Certificate

Schedule B

DEI Certificate

Schedule C

Initial Purchasers

Jefferies & Company, Inc.

KeyBanc Capital Markets Inc.

Oppenheimer & Co. Inc.

QuickLinks

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Exhibit 5.5

A. Scott Fruechtemeyer
513-977-8589
scott.fruechtemeyer@dinslaw.com

June 7, 2011

Sheppard Mullin Richter & Hampton LLP
30 Rockefeller Plaza
Suite 2400
New York, NY 10112

Ladies and Gentleman:

Attached hereto is a copy of the opinion of this firm dated March 25, 2011 and addressed to Jefferies & Company, Inc., as the Initial Purchaser, and Wilmington Trust FSB, as Trustee named in the Purchase Agreement dated as of March 22, 2011, among the Company, the guarantors party thereto and the several Initial Purchasers named therein. As counsel to Kratos Defense & Security Solutions, Inc., you may rely on the opinions set forth in such opinion to the same extent as if such opinion had been addressed and delivered to you on the date of its issuance.

We hereby consent to the filing of this letter and the attached opinion as Exhibit 5 to the Registration Statement on Form S-4 filed on or about June 7, 2011 by Kratos Defense & Security Solutions, Inc. and the other registrants listed therein.

/s/ DINSMORE & SHOHL LLP

A. Scott Fruechtemeyer, Partner

ASF/ag
Enclosure

A. Scott Fruechtemeyer
(513) 977-8589
scott.fruechtemeyer@dinslaw.com

March 25, 2011

Jefferies & Company, Inc.
520 Madison Avenue
New York, NY 10022
Attention: General Counsel

and

The other Initial Purchasers listed in
Schedule I of the Purchase Agreement
described below

Re: Acquisition Co. Lanza Parent—$285,000,000 10% Senior Secured Notes due 2017—Opinion Letter of Ohio Counsel

Ladies and Gentlemen:

We have acted as Ohio special counsel to Kratos Defense & Security Solutions, Inc., a Delaware corporation (the "***Company***") and Haverstick Government Solutions, Inc., an Ohio corporation (from time to time referred to below as the "***Ohio Subsidiary***"), in connection with the issuance and sale to Jefferies & Company, Inc. ("***Jefferies***") and the other Initial Purchasers listed on Schedule I of the Purchase Agreement (as defined below) (collectively, the "***Initial Purchasers***") of $285,000,000.00 aggregate principal amount of 10% Senior Secured Notes due 2017 of Acquisition Co. Lanza Parent (each a "***Note***" and, collectively, the "***Notes***") pursuant to the Purchase Agreement dated as of March 22, 2011 (the "***Purchase Agreement***") among the Company, Acquisition Co. Lanza Parent, a Delaware corporation (the "***Stage I Issuer***"), the Ohio Subsidiary, the other subsidiaries of the Company party thereto (together with the Ohio Subsidiary, the "***Subsidiaries***") and the Initial Purchasers.

This letter is furnished at our client's request pursuant to Section 7(b)(vii) of the Purchase Agreement. Capitalized terms defined in the Purchase Agreement, used but not otherwise defined herein, have the meanings given to them in the Purchase Agreement.

As such counsel, we have examined such matters of fact and questions of law as we have considered appropriate for purposes of rendering the opinions expressed below. We have examined, among other things, the following:

(a) the Purchase Agreement; and

(b) the Registration Rights Agreement, dated as of March 25, 2011, among the Company, the Stage I Issuer, the Subsidiaries and the Initial Purchasers (the "***Registration Rights Agreement***").

The documents described in clauses (a) - (b) above are each dated as of the date hereof and are referred to herein collectively as the "***Transaction Documents***."

In our examination, we have assumed the genuineness of all signatures, the legal capacity of all natural persons executing documents, the authenticity of all documents submitted to us as originals, and the conformity to authentic original documents of all documents submitted to us as copies. In addition, we have assumed that the parties to the Transaction Documents have not entered into any agreements of which we are unaware which modify the terms of the Transaction Documents and have not otherwise expressly or by implication waived, or agreed to any modification of, the Transaction Documents. To the extent that obligations of the Ohio Subsidiary may be dependent upon such matters, we have assumed (i) that the Company and the Subsidiaries (other than the Ohio Subsidiary) and the Initial Purchasers are each duly formed, validly existing and in good standing in all relevant jurisdictions, and we understand that you are relying on opinions of other legal counsel with respect to these matters as

to the Company and the other Subsidiaries, (ii) that each of the Company and the Subsidiaries (other than the Ohio Subsidiary) and each of the Initial Purchasers has the requisite power and authority to enter into and perform all of its obligations under each of the Transaction Documents, and we understand that you are relying on opinions of other legal counsel with respect to these matters as to the Company and the other Subsidiaries, (iii) that each of the Transaction Documents has been duly authorized by all appropriate corporate or partnership action by the Company and each other Subsidiary (other than the Ohio Subsidiary), and we understand that you are relying on opinions of other legal counsel with respect to these matters as to the Company and the other Subsidiaries, (iv) that each of the Transaction Documents has been duly executed and delivered by the Company and the Subsidiaries (other than the Ohio Subsidiary), and we understand that you are relying on opinions of other legal counsel with respect to these matters as to the Company and the other Subsidiaries, and (v) that the Transaction Documents constitute the legal, valid and binding obligations of each of the Initial Purchasers, enforceable against the Initial Purchasers in accordance with their terms.

As to various matters of fact relevant to this opinion, we have been furnished with, and have relied exclusively upon, (i) certificates of and letters from public officials, (ii) the representations and warranties of the Ohio Subsidiary in the Transaction Documents and (iii) certifications of certain officers of the Ohio Subsidiary. We assume the accuracy and completeness of the representations and warranties and certifications (as to factual matters) and we have not independently verified such factual matters.

We are opining herein as to the effect on the subject transactions only of the internal laws of the State of Ohio, and with respect to our opinions set forth in paragraphs 1, 2 and 3 of this letter, the General Corporation Law of the State of Ohio as now in effect (the "***OGCL***"). Our opinions herein are based upon our consideration of only those statutes, rules and regulations which, in our experience, are normally applicable to issuers and guarantors in secured bond transactions. We note that the Transaction Documents are to be governed by the laws of the State of New York. Notwithstanding anything to the contrary herein, we express no opinion with respect to (i) the laws of the State of New York or any jurisdiction other than the laws of the State of Ohio or (ii) any matters of municipal law or the laws of any local agencies within any state.

We have assumed for the purposes of our opinion in paragraph 7 below, that (i) the transactions contemplated by the Transaction Documents have a substantial relationship with the State of New York, (ii) the application of New York law would not be contrary to a fundamental policy of a state which has a materially greater interest than New York in the determination of the particular issue and which would be the state of the applicable law in the absence of an effective choice of law by the parties, (iii) none of the statutes specified in Section 1301.05(B) of the Ohio Uniform Commercial Code applies, (iv) the Transaction Documents were substantially negotiated, executed and delivered in a state other than Ohio and principally in New York, and (v) the parties to the Transaction Documents acted in good faith in selecting New York laws as the governing law and not with a view to evade the real situs of the transactions contemplated by the Transaction Documents.

Based upon and subject to the foregoing and the qualifications and limitations as set forth below, and in reliance thereon, it is our opinion that, as of the date hereof:

1. The Ohio Subsidiary is validly existing and in good standing as a corporation under the laws of the State of Ohio.

2. The Ohio Subsidiary has all necessary corporate power and authority to execute, deliver and perform its obligations under each Transaction Document and to consummate the Transactions.

3. The execution, delivery and performance of each Transaction Document and the consummation of the transactions by the Ohio Subsidiary has been duly and validly authorized by all necessary corporate action of the Ohio Subsidiary.

4. Each Transaction Document has been duly and validly executed and delivered by the Ohio Subsidiary.

5. To our knowledge, the Ohio Subsidiary is not in violation of its Articles of Incorporation or Regulations or any Applicable Law of any Governmental Authority.

6. The execution and delivery by the Ohio Subsidiary of the Transaction Documents, and the performance by it of its obligations thereunder, will not: (a) conflict with the provisions of the Articles of Incorporation or Regulations of the Ohio Subsidiary; (b) violate the laws of the State of Ohio; (c) violate any order, writ, judgment, injunction, decree, determination or award known to us to be binding upon or affecting the Ohio Subsidiary; and (d) require any consents, approvals, or authorizations to be obtained by the Ohio Subsidiary from, or any registrations, declarations or filings to be made by the Ohio Subsidiary with any Governmental Authority, under Ohio law, except those contemplated by the Registration Rights Agreement.

7. The choice of New York law to govern the construction and interpretation of the Transaction Documents should be a valid and effective choice of law under the laws of the State of Ohio and adherence to existing judicial precedents under Ohio law should require courts sitting in Ohio to abide by such choice of law; provided, however, that Ohio and federal courts sitting in Ohio will generally follow the procedural laws (including applicable statutes of limitations) of Ohio even when applying the substantive laws of another jurisdiction pursuant to a choice of law application.

8. We confirm that we have no knowledge of any litigation or other proceeding which is pending, threatened or which has occurred, that (i) seeks to restrain, enjoin, prevent the consummation of or otherwise challenge the execution, delivery or performance of any of the Transaction Documents or the consummation of any of the Transactions or (ii) would, individually or in the aggregate, have a Material Adverse Effect on the Ohio Subsidiary. To our knowledge, the Ohio Subsidiary is not subject to any judgment, order, decree, rule or regulation of any Governmental Authority that would, individually or in the aggregate, have a Material Adverse Effect on the Ohio Subsidiary.

In rendering the opinion set forth in paragraph 1 above as to the existence and good standing of the Ohio Subsidiary, we have relied exclusively on a certificate of the Secretary of State of the State of Ohio dated March 24, 2011.

Whenever our opinion with respect to the existence or absence of facts is indicated to be based on our knowledge or awareness, we are referring solely to the actual knowledge of the particular Dinsmore & Shohl LLP attorneys who have represented the Company and the Ohio Subsidiary with respect to the Transaction Documents and the transactions contemplated thereby. Except as expressly set forth herein, we have not undertaken any independent investigation to determine the existence or absence of such facts and no inference as to our knowledge concerning such facts should be drawn from the fact that such representation has been relied upon by us in connection with the preparation and delivery of this opinion. We have not searched any dockets to determine if there is any litigation pending or threatened relating to the Ohio Subsidiary.

Our opinion is expressly limited to the matters set forth above and we render no opinion, whether by implication or otherwise, as to any other matters relating to the Ohio Subsidiary, the Company or any other parties to the Transaction Documents. We assume no obligation to inform you of any facts, circumstances, events or changes in the law that may hereafter be brought to our attention that may alter, affect or modify the opinions expressed herein. This opinion letter is an expression of our

professional judgment on the legal issues expressly addressed herein. By rendering our opinion, we neither become an insurer or guarantor of such expression of our professional judgment nor guarantee the outcome of any legal dispute that may arise out of the transactions contemplated by the Transaction Documents.

This opinion is rendered as of the date first written above solely for your benefit in connection with the Purchase Agreement and may not be quoted to, relied on by, nor may copies be delivered to, any other person without our prior written consent. At your request, we hereby consent to reliance hereon by any permitted successor and future Holder of a Note, on the condition and understanding that: (i) this letter speaks only as of the date hereof; (ii) we have no responsibility or obligation to update this letter, to consider its applicability or correctness to other than its addressees, or to take into account changes in law, facts or any other developments of which we may later become aware; and (iii) any such reliance by a future Holder must be actual and reasonable under the circumstances existing at the time of assignment, including any changes in law, facts or any other developments known to or reasonably knowable by the Holder at such time.

Very truly yours,

/s/ DINSMORE & SHOHL LLP

A. Scott Fruechtemeyer, Partner

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Exhibit 5.6

June 7, 2011

Sheppard, Mullin, Richter & Hampton LLP
30 Rockefeller Plaza
New York, NY 10112

Ladies and Gentlemen:

We attach a copy of our opinion letter dated as of March 25, 2011 (the "Opinion Letter"), addressed to Jefferies & Company, Inc., the other initial purchasers listed on Schedule 1 to the Opinion Letter and Wilmington Trust FSB. You may rely upon the opinions set forth in the Opinion Letter to the same extent as if the Opinion Letter had been addressed and delivered to you on the date thereof, subject to the assumptions, qualifications, limitations and exceptions set forth therein.

We call to your attention that the Opinion Letter addresses only certain transactions as described therein, that the Opinion Letter is effective as of its date and that we have not updated or supplemented the Opinion Letter to reflect any changes in law or fact that may have arisen after the date thereof.

This letter is delivered to you at your request for reliance thereon for the delivery of an opinion letter by you in connection with certain transactions to be undertaken by Kratos Defense and Security Solutions, Inc. This letter and the Opinion Letter may not be relied upon by you for any other purpose, or relied on by, or furnished to, any other person, firm or corporation, without our prior written consent except as set forth in the Opinion Letter.

Very truly yours,

/s/ Bradley Arant Boult Cummings LLP

March 25, 2011

Jefferies & Company, Inc.,
as representative of the Initial Purchasers
listed on Schedule I hereto
520 Madison Avenue
New York, New York 10022

The Initial Purchasers listed on
Schedule I hereto

Wilmington Trust FSB
CCS-Corporate Capital Markets
50 South Sixth Street
Minneapolis, Minnesota 55402

Re: Kratos Defense & Security Solutions, Inc.
Madison Research Corporation
Summit Research Corporation
Issuance of Stage I Notes

Ladies and Gentlemen:

We have acted as special counsel in the State of Alabama (the "State") to Summit Research Corporation, an Alabama corporation ("Summit"), and Madison Research Corporation, an Alabama corporation ("Madison"), in connection with the transactions provided for by the Purchase Agreement dated March 22, 2011 (the "Purchase Agreement"), among Kratos Defense & Security Solutions, Inc. ("Kratos"), Acquisition Co. Lanza Parent, a Delaware corporation (the "Stage I Issuer"), each of the Guarantors that is a party thereto and the Initial Purchasers listed on Schedule I hereto.

This opinion is being delivered to you pursuant to Section 7(b)(vii) of the Purchase Agreement. Capitalized terms used but not defined herein have the meanings ascribed thereto in the Purchase Agreement.

As such counsel, we have examined copies of the following executed documents:

(a) the Purchase Agreement, and

(b) the Registration Rights Agreement dated as of March 25, 2011, among Kratos, each Guarantor that is a party thereto and the Initial Purchasers.

The documents listed in (a) and (b) above are herein together called the "Transaction Documents". Summit and Madison are herein together referred to as the "Alabama Entities".

We have also examined and relied upon: (i) a Secretary's Certificate dated March 25, 2011 executed by the Secretary of Summit; (ii) a unanimous written consent of the Board of Directors of Summit, as certified by an officer thereof on the date hereof as being true, complete and in effect as of March 25, 2011; (iii) an action by written consent of the sole shareholder of Summit; (iv) a certificate of existence for Summit issued by the Alabama Secretary of State dated March 24, 2011 (the "Summit Certificate of Existence"); (v) a Secretary's Certificate dated March 25, 2011 executed by the Secretary of Madison; (vi) a unanimous written consent of the Board of Directors of Madison, as certified by an officer thereof on the date hereof as being true, complete and in effect as of March 25, 2011; (vii) an action by written consent of the sole shareholder of Madison; (viii) a certificate of existence for Madison issued by the Alabama Secretary of State dated March 24, 2011 (the "Madison Certificate of Existence"); and (ix) a good standing certificate for Madison issued by the Alabama Department of Revenue dated March 25, 2011 (the "Madison Certificate of Good Standing").

We have also examined and relied upon the originals, or copies certified or otherwise identified to our satisfaction, of such other records, documents, certificates and other instruments as in our judgment are necessary or appropriate to enable us to render the opinions expressed below. As to

certain factual matters with respect to our opinion, we have examined and relied upon (a) the accuracy of certificates from officers or other representatives of the Alabama Entities or their subsidiaries or affiliates, (b) the representations and warranties of the parties in the Transaction Documents, and (c) certificates or written or oral statements of public officials.

We have also examined such other documents and information as we have deemed relevant and necessary as a basis for the opinions hereinafter expressed.

ASSUMPTIONS

In rendering the opinions hereinafter expressed, we have with your consent made the following additional assumptions without independent investigation:

1. All information furnished to us is accurate and complete, and the representations and warranties (as to factual matters as opposed to conclusions of law) of the parties contained in Transaction Documents and the other documents examined by us are truthful and accurate. All original signatures are genuine; the documents submitted to us as originals are authentic; and the documents submitted to us as copies conform to the original documents. All natural persons signing the Transaction Documents and the other documents reviewed by us have legal capacity,

2. and as to certificates, facsimile and oral statements or confirmations given by public officials, the same have been properly given and are accurate when given and to have remained accurate through the date hereof.

3. All parties to the Transaction Documents other than the Alabama Entities are validly existing, and all parties to the Transaction Documents other than the Alabama Entities have the power and authority (corporate and otherwise) to execute, deliver and perform their obligations under the Transaction Documents.

4. The Transaction Documents have been duly authorized, executed and delivered by all parties thereto other than the Alabama Entities. The Transaction Documents constitute the legal, valid and binding obligations of all the parties thereto.

5. The terms and conditions of the Transaction Documents have not been amended, modified or supplemented by any other agreement, action or understanding of the parties and there has been no waiver of any of the material provisions of any of the Transaction Documents.

6. Each party to and beneficiary of the Transaction Documents has and will comply with all terms and conditions of the Transaction Documents, and the conduct of the parties to and beneficiaries of the Transaction Documents has complied and will comply with requirements of good faith, fair dealing and conscionability.

7. There has not been any mutual mistake of fact or misunderstanding, fraud, duress or undue influence on the part of any party to or beneficiary of the Transaction Documents or any other documents executed in connection therewith with respect to the transactions contemplated thereby.

8. All transactions and conditions contemplated by the Transaction Documents to have occurred at or prior to the date hereof have occurred or have been waived by the appropriate parties.

The opinions hereinafter expressed and the statements hereinafter made are based solely upon our examination of the aforesaid documents, the various representations, warranties and certificates described herein, the several assumptions hereinabove recited, the limitations, qualifications, comments and exceptions set forth below and such matters of law as we have deemed relevant and necessary to enable us to render the opinions hereinafter expressed.

OPINION

Based solely upon and subject to the foregoing, we are of the following opinion:

1. Summit is a corporation validly existing under the laws of the State. In giving this opinion we have relied solely on the Summit Certificate of Existence, and we have not made any independent investigation with respect thereto. Summit has the corporate power and authority to enter into the Transaction Documents and to perform its obligations under the Transaction Documents.

2. Madison is a corporation validly existing under the laws of the State and is in good standing under the laws of the State. In giving this opinion we have relied solely on the Madison Certificate of Existence and the Madison Certificate of Good Standing, and we have not made any independent investigation with respect thereto. Madison has the corporate power and authority to enter into the Transaction Documents and to perform its obligations under the Transaction Documents.

3. The execution, delivery and performance of the Transaction Documents by Summit have been duly authorized by all necessary corporate action by Summit, and the Transaction Documents have been duly executed and delivered by Summit.

4. The execution, delivery and performance of the Transaction Documents by Madison have been duly authorized by all necessary corporate action by Madison, and the Transaction Documents have been duly executed and delivered by Madison.

5. The execution and delivery of the Transaction Documents by Summit and the performance of its obligations thereunder do not (a) violate the provisions of the Articles of Incorporation or the By-Laws of Summit, (b) violate any laws of the State, or (c) require any consents, approvals or authorizations to be obtained by Summit from, or any registrations, declarations or filings to be made by Summit with, any governmental authority of the State under the Alabama Business Corporation Act, except any consents or approvals required in connection with a disposition of collateral including compliance with federal and state securities laws in connection with any sale consisting of securities under such securities laws or the transfer, or assignment of governmental approvals, licenses or permits. The foregoing opinion is based on our consideration of only those statutes, rules and regulations which, in our experience, are normally applicable to issuers and guarantors in secured bond transactions, provided that no opinion is expressed as to any statutes, rules and regulations applicable to the subject transactions because of the nature or extent of the business of the parties to the Transaction Documents or their affiliates.

6. The execution and delivery of the Transaction Documents by Madison and the performance of its obligations thereunder do not (a) violate the provisions of the Articles of Incorporation or the By-Laws of Madison, (b) violate any laws of the State, or (c) require any consents, approvals or authorizations to be obtained by Madison from, or any registrations, declarations or filings to be made by Madison with, any governmental authority of the State under the Alabama Business Corporation Act, except any consents or approvals required in connection with a disposition of collateral including compliance with federal and state securities laws in connection with any sale consisting of securities under such securities laws or the transfer, or assignment of governmental approvals, licenses or permits. The foregoing opinion is based on our consideration of only those statutes, rules and regulations which, in our experience, are normally applicable to issuers and guarantors in secured bond transactions, provided that no opinion is expressed as to any statutes, rules and regulations applicable to the subject transactions because of the nature or extent of the business of the parties to the Transaction Documents or their affiliates.

7. We note that the Transaction Documents provide that they are to be governed by the laws of the State of New York. Provided that the particular law being applied is not contrary to the

law or public policy of the State of Alabama, and provided further that the transactions contemplated by the Purchase Agreement and the other Transaction Documents bear a reasonable relation to the State of New York, we believe it is likely that an Alabama court or a federal court sitting in Alabama as the forum state and applying Alabama conflict of laws rules (in either case, an "Alabama Court") would give effect to the designation by the parties thereto of New York law as the governing law with respect to the Transaction Documents; however, because choice of law issues are decided on a case-by-case basis, depending on the facts of the particular transaction, the matter is not free from doubt and we are unable to conclude with certainty that an Alabama Court would give effect to the provisions of the Transaction Documents which designate New York law as the governing law. The factors ordinarily considered by Alabama Courts in determining whether to enforce contractual choice of law provisions include the absence of fraud or overreaching in connection with the inclusion of the choice of law provision in the contractual documents and, in determining whether the relevant transactions bear a reasonable relation to the state whose law is selected by the parties to such contracts, Alabama Courts ordinarily consider, among other factors, the location of the parties to the contract or agreement at issue, the relevant subject matter, the nature of the contractual undertaking of the parties, the place of performance under the contract or agreement and the place of execution and delivery of the contract or agreement. In addition to the foregoing, Alabama Courts look to the substance of the law to be applied to the contract or agreement at issue in order to determine whether application of that law would violate the public policy of the State of Alabama. In this regard, Alabama Courts, from time to time and based on the facts presented in particular cases, have refused to give effect to the choice, by parties to a contract, of the law of another state as governing such contract where, for example, a non-competition covenant, mandatory arbitration provision or indemnification covenant contained in such contract would have been enforceable under the other state's law, but would have been void under Alabama law. The foregoing is provided for purposes of explanation only and is not an exhaustive listing of (i) the factors that would be considered by an Alabama Court in determining whether a transaction governed by a contract or agreement containing a choice of law clause bears a reasonable relation to the state whose law is selected by the parties to such contract or agreement or (ii) those matters which an Alabama Court would consider as violating the public policy of the State of Alabama.

COMMENTS AND QUALIFICATIONS

The foregoing opinions are subject to the following limitations, qualifications, comments and exceptions:

1. In giving the opinions set forth herein we have relied, as to factual matters relevant to such opinions (as opposed to conclusions of law), on the accuracy of the representations and warranties contained in the Transaction Documents and the other documents examined by us, and we have made no independent investigation whatsoever with respect to such matters. In addition, we have not examined the files and records of 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.

2. We neither express nor imply any opinion as to the enforceability of any provisions of the Transaction Documents.

3. We express no opinion regarding (or compliance with or the effect of non-compliance with) any local laws, rules or regulations, any state or federal tax laws, rules or regulations (including, without limitation, liens for unpaid taxes), any state or federal securities or blue sky laws, rules or regulations, or any state or federal anti-trust, unfair competition, pension, employee benefit, bulk transfer, occupational health and safety, labor, environmental, hazardous materials, patent, copyright, trademark or other intellectual property, racketeering, insurance company or

banking laws, rules or regulations, any criminal statutes of general application, any law concerning national, or local emergency, or any laws, rules, regulations, ordinances, resolutions or the like relating to zoning, subdivision, platting of land or other land-use matters.

4. We express no opinion regarding applicable choice of law rules except as specifically set forth in the Opinion section hereof.

5. We neither express nor imply any opinion with respect to any documents relating to the transactions contemplated by the Transaction Documents other than the Transaction Documents, and any opinion herein with respect to the Transaction Documents expressly excludes any opinion with respect to any such other documents or any provisions of any such other documents that are incorporated into the Transaction Documents by reference to any such other documents.

6. We have not reviewed any of the schedules or exhibits to the Transaction Documents, and we express no opinion as to any such schedules or exhibits.

7. We neither express nor imply any opinion with respect to the transactions contemplated by the Transaction Documents or any aspect of such transactions other than the opinions expressed herein.

8. We do not regularly represent the Alabama Entities in any capacity, and have no working familiarity with the Alabama Entities. We have been engaged by the Alabama Entities solely for the issuance of this opinion.

9. We call to your attention the fact that any Person other than the Alabama Entities which is a party to the Transaction Documents and which exercises in the State any of the rights or remedies provided in the Transaction Documents may be required to qualify to do business in the State before exercising such rights or remedies.

10. The opinions expressed herein are limited to the laws of general application of the State, and we express no opinion with respect to federal law or the laws of any other state or jurisdiction or with respect to local laws, ordinances or rules of any municipality, county or other political subdivision of the State. The opinions expressed herein are based on the laws of the State in effect on the date hereof and are subject to future changes in applicable law.

11. This opinion is being delivered to and accepted by you with the understanding that it is an opinion only and that it is not a guaranty or insuring agreement of any kind whatsoever or an assurance of future events or of any particular result under any particular set of facts or circumstances.

12. The opinions expressed herein are effective only as of the date of this opinion, and we assume no obligation to advise you of any matters which come to our attention thereafter.

13. This opinion may be relied upon only by the addressees hereof and their successors and assigns permitted by the Transaction Documents and may not be relied upon by any other person or entity or used for any other purpose.

Yours very truly,

/s/ Bradley Arant Boult Cummings LLP

SCHEDULE I

Initial Purchasers

Jefferies & Company, Inc.

Oppenheimer & Co. Inc.

KeyBanc Capital Markets Inc.

QuickLinks

QuickLinks -- Click here to rapidly navigate through this document

Exhibit 5.7

June 7, 2011

Sheppard Mullin Richter & Hampton LLP
30 Rockefeller Plaza
Suite 2400
New York, NY 10112

Re: Reliance on Ice Miller LLP opinion, dated March 25, 2011

Ladies and Gentlemen:

As you are aware, Ice Miller LLP served as special counsel to Haverstick Consulting, Inc., an Indiana corporation, HGS Holdings, Inc., an Indiana corporation, and Rocket Support Services, LLC, an Indiana limited liability company, in connection with the sale by Acquisition Co. Lanza Parent, Inc. of $285,000,000 aggregate principal amount of 10% Senior Secured Notes due 2017. In connection with such representation, Ice Miller LLP issued an opinion dated March 25, 2011, a copy of which is attached hereto ("*Ice Miller Opinion*"), which is addressed to Jefferies & Company, Inc., as Representative of the Initial Purchasers, and Wilmington Trust FSB, as Trustee, each as named in the Purchase Agreement dated as of March 22, 2011, by and among the Kratos Defense & Security Solutions, Inc. (the "*Company*"), the Stage I Issuer, Lanza Acquisition Co., a Delaware corporation and a wholly owned subsidiary of the Stage I Issuer, the Company's domestic subsidiaries party thereto and the several Initial Purchasers named therein (the "*Purchase Agreement*"). The Ice Miller Opinion states that it may not be relied upon by anyone other than the addressees named therein and their participants, successors or assignees without Ice Miller LLP's prior written consent.

In connection with the issuance by Sheppard Mullin Richter & Hampton LLP ("*SMRH*") of an opinion related to the filing of a Registration Statement on Form S-4 on behalf of the Company in connection with an exchange offer of the Notes issued pursuant to the Purchase Agreement (the "*Registration Statement*"), we hereby consent to SMRH's reliance on the opinions set forth in the Ice Miller Opinion to the same extent as if the Ice Miller Opinion had been addressed and delivered to SMRH on the date of its issuance.

We hereby consent to the filing of the Ice Miller Opinion as an exhibit to the Registration Statement. In giving this consent, we do not thereby admit that we come within the category of persons whose consent is required under Section 7 of the Securities Act of 1933, as amended or the rules and regulations of the Commission promulgated thereunder.

Very truly yours,

/s/ Ice Miller LLP

Encl: Ice Miller Opinion

March 25, 2011

JEFFERIES & COMPANY, INC.
As Representative of the
Initial Purchasers
c/o Jefferies & Company, Inc.
520 Madison Avenue
New York, New York 10022

Wilmington Trust FSB, as Trustee
CCS-Corporate Capital Markets
50 South Sixth Street, Suite 1290
Minneapolis, MN 55402-1544

The Initial Purchasers party to the
Purchase Agreement described below

Re: Kratos Defense & Security Solutions, Inc. and Acquisition Co. Lanza Parent $285,000,000 10% Senior Secured Notes due 2017.

Ladies and Gentlemen:

We have acted as special Indiana counsel to Kratos Defense & Security Solutions, Inc., a Delaware corporation (the "*Company*"), and each of Haverstick Consulting, Inc., an Indiana corporation ("*Haverstick*"), HGS Holdings, Inc., an Indiana corporation ("*HGS*") and Rocket Support Services, LLC, an Indiana limited liability company ("*Rocket*" and together with Haverstick and HGS, collectively the "*Indiana Subsidiaries*" and individually, each an "*Indiana Subsidiary*") in connection with the sale by Acquisition Co. Lanza Parent, a Delaware corporation and wholly owned subsidiary of the Company (the "*Stage I Issuer*") and the purchase by Jefferies & Company, Inc. ("*Jefferies*") and the several parties named in *Schedule 1* thereto (each, an "*Initial Purchaser*" and collectively, the "*Initial Purchasers*") to the Purchase Agreement (as defined below), of $285,000,000 aggregate principal amount of 10% Senior Secured Notes due 2017 (each a "*Stage I Note*" and, collectively, the "*Stage I Notes*") which may be redeemed by the Company by issuing Stage II Notes (as defined in the Purchase Agreement) pursuant to a Purchase Agreement by and among the Initial Purchasers, the Company, the Stage I Issuer, Lanza Acquisition Co., a Delaware corporation and a wholly owned subsidiary of the Stage I Issuer and the Company's domestic subsidiaries signatory thereto, including the Indiana Subsidiaries, dated March 22, 2011 (the "*Purchase Agreement*"). This opinion letter is provided to you at the request of the Company pursuant to Section 7(b)(vii) of the Purchase Agreement. Capitalized terms not otherwise defined herein shall have the respective meanings assigned to such terms in the Purchase Agreement.

Except as described in this letter, we are not generally familiar with the Indiana Subsidiaries' businesses, records, transactions, or activities. Our knowledge of their businesses, records, transactions, and activities is limited to the information that is set forth below and on *Exhibit A* and that otherwise has been brought to our attention by certificates executed and delivered to us by officers of the Indiana Subsidiaries in connection with this opinion letter. We have examined copies, certified or otherwise identified to our satisfaction, of the documents listed in the attached *Exhibit A*, which is made a part hereof. For the purposes of this opinion, the documents listed as items 1 and 2 in *Exhibit A* are hereinafter referred to as the "*Transaction Documents*," and the documents listed as items 3 through 17 in *Exhibit A* are hereinafter referred to as the "*Authorization Documents*."

In rendering our opinion, we also have examined such certificates of public officials, organizational documents and records and other certificates and instruments as we have deemed necessary for the purposes of the opinion herein expressed and, with your permission, have relied upon and assumed the accuracy of such certificates, documents, records and instruments. We have made such examination of the laws of the State of Indiana as we deemed relevant for purposes of this opinion, but we have not made a review of, and express no opinion concerning, the laws of any jurisdiction other than the State of Indiana and the laws of the United States of general application to transactions in the State of

Indiana. To the extent that any portion or portions of the Transaction Documents are governed by the laws of any jurisdiction other than those of the State of Indiana, we express no opinion with respect to such portion or portions.

We have relied upon and assumed the truth, completeness and accuracy of the factual representations, statements, certifications and warranties made in the Transaction Documents and Authorization Documents and in the other documents received, and have not made any independent investigation or verification of any factual matters stated or represented therein. Whenever our opinion or confirmation herein with respect to the existence or absence of facts is indicated to be based upon our knowledge or belief, it is intended to signify that, during the course of our representation of the Company and the Indiana Subsidiaries, no information has come to the attention Anthony P. Aaron or Haley A. Altman of Ice Miller LLP which would give us actual knowledge of the existence or absence of such facts. Except to the extent expressly set forth herein, we have not undertaken any independent investigation to determine the existence or absence of such facts or circumstances or the assumed facts set forth herein, we accept no responsibility to make any such investigation, and no inference as to our knowledge of the existence or absence of such facts or circumstances or of our having made any independent review thereof should be drawn from our representation of the Company or Indiana Subsidiaries. Our representation of the Company and the Indiana Subsidiaries is limited to the transactions contemplated by the Transaction Documents and other matters specifically referred to us by the Company and Indiana Subsidiaries.

In rendering this opinion letter to you, we have assumed with your permission:

(a) The genuineness of all signatures, the legal capacity and competency of natural persons executing the Transaction Documents and the Authorization Documents, whether on behalf of themselves or other persons or entities, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as certified, conformed or photostatic copies, and the authenticity of the originals of such copies.

(b) The documents that have been or will be executed and delivered in consummation of the transactions contemplated by the Transaction Documents are or will be identical in all material and relevant respects with the copies of the documents we have examined and on which this opinion is based.

(c) Each party to the Transaction Documents (other than the Indiana Subsidiaries) (i) has been organized, is validly existing, and where applicable is in good standing 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 that a court would determine that the public policy of the State of Indiana would require 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.

(k) We have not examined and render no opinion regarding any document incorporated by reference into the Purchase Agreement and any of the Transaction Documents, and we have assumed, with your permission, that any such document so incorporated does not affect the opinions hereby given.

Based on the foregoing and upon such investigation as we have deemed necessary, and subject to the assumptions, qualifications, exceptions and limitations set forth herein, we are of the opinion that:

1. Each of Haverstick and HGS is a corporation incorporated and, based solely on its Certificate of Existence, validly existing under the law of the State of Indiana, for which the most recent required biennial report has been filed with the Indiana Secretary of State and no Articles of Dissolution appear as filed in the Indiana Secretary of State's records.

2. Rocket is a limited liability company organized and, based solely on Rocket's Certificate of Existence, validly existing under the law of the State of Indiana, and no Articles of Dissolution appear as filed in the Indiana Secretary of State's records.

3. Each of Haverstick and HGS has all requisite corporate power and corporate authority under Indiana law to enter into and deliver the Transaction Documents and to perform its obligations thereunder.

4. Rocket has all requisite limited liability company power and limited liability company authority under Indiana law to enter into and deliver the Transaction Documents and to perform its obligations thereunder.

5. The execution and delivery by each of Haverstick and HGS of the Transaction Documents to which it is a party and the performance by Haverstick and HGS of its respective obligations thereunder have been duly authorized by all requisite corporate action on the part of such entity.

6. The execution and delivery by Rocket of the Transaction Documents to which it is a party and the performance by Rocket of its obligations thereunder have been duly authorized by all requisite limited liability company action on the part of Rocket.

7. Each of the Transaction Documents has been duly executed and delivered by each Indiana Subsidiary.

8. The execution and delivery by Haverstick of the Transaction Documents to which it is a party do not, and the performance by Haverstick of its financial obligations thereunder will not conflict with or violate any provision of Haverstick's Articles of Incorporation or Bylaws.

9. The execution and delivery by HGS of the Transaction Documents to which it is a party do not, and the performance by HGS of its financial obligations thereunder will not conflict with or violate any provision of HGS's Articles of Incorporation or Bylaws.

10. The execution and delivery by Rocket of the Transaction Documents to which it is a party do not, and the performance by Rocket of its financial obligations thereunder will not conflict with or violate any provision of Rocket's Articles of Organization or Operating Agreement.

11. The execution and delivery by each Indiana Subsidiary of the Transaction Documents to which it is a party do not, and the performance by each Indiana Subsidiary of its respective obligations thereunder will not conflict with or violate any law of the State of Indiana. The opinion expressed herein is limited to those statutes that a lawyer exercising customary professional diligence would reasonably recognize as being applicable to the Indiana Subsidiaries and the transactions contemplated by the Transaction Documents.

12. To our knowledge, the execution and delivery by each Indiana Subsidiary of the Transaction Documents to which it is a party and the performance by such Indiana Subsidiary of the financial obligations thereunder, do not require such Indiana Subsidiary to obtain the consent or approval of or authorization by, or to make any registration or filing with, any governmental authority or regulatory body of the State of Indiana except (i) any approvals and actions that already have been obtained or taken or (ii) those contemplated by the Registration Rights Agreement; provided, however, that this opinion is exclusive of filings associated with Indiana income tax laws, to the extent required in the Transaction Documents, and the Indiana Financial Institutions Tax, as to which we express no opinion.

As a matter of fact and not as a legal opinion, we hereby confirm to you that to our knowledge, based solely upon the Officer Certificates, there is no action, proceeding, or investigation before or by any court, governmental agency, or other body or official pending or overtly threatened in writing against the Indiana Subsidiaries questioning the validity of any action by such Indiana Subsidiary in connection with the execution, delivery and performance of each of the Transaction Documents or that, if adversely determined, could reasonably be expected to have a Material Adverse Change on the respective property or the financial condition or operations of such Indiana Subsidiary.

Each of the opinions set forth above is limited by its terms and subject to the assumptions hereinabove stated and is further subject to the following qualifications, exceptions and limitations, none of which shall limit the generality of any other assumption, qualification, exception or limitation.

A. Without limiting the generality of any other exception, limitation or qualification, we express no opinion in this letter with respect to (i) the application of any law, statute, rule or regulation relating to the environment, health or safety; (ii) any law, statute, rule, or regulation that may apply to any party as a result of its activities in the State of Indiana that are not directly related to or taken in connection with the Transaction Documents; (iii) any provisions of the Transaction Documents pertaining to consent to jurisdiction in so far as it relates to federal courts or agreements stating that failure to exercise or delay in exercising rights will not operate as a waiver of the right or remedy; and (iv) any purported waiver or purported consent relating to any other rights of any party, or duties owed to any of them, existing as a matter of law, including without limitation the purported waiver of any party's right to a jury trial.

B. We note the existence of Ind. Code 24-4.6-1-104 which provides that parties "may agree upon any method of computing interest on a loan or a forbearance of money, goods, or things in action if the amount of interest on the unpaid balances of the principal does not exceed any limitation imposed by law upon charges incident to the extension of credit." Ind. Code 24-4.6-1-104(a). This provision further states that parties may agree to a variety of ways of computing interest consisting of "[s]imple interest on the outstanding balance of the principal to which is added *past due* installments of interest, the sum of which forms the principal upon which interest thereafter shall be computed. The addition to principal in this manner may occur repeatedly but not more frequently than daily." Ind. Code 24-4.6-1-104(b)(2) (Emphasis supplied). Our opinion is limited by the application of these statutory provisions.

C. We hereby advise you that while Ind. Code 24-4.6-1-104(c) provides that the method of computing interest agreed upon by the parties to a loan continues to apply after the term of the loan, including after the award of a judgment on the loan, until all principal and interest and the amount of any judgment are paid, Ind. Code 24-4.6-1-101(1) imposes a statutory limit on the interest rate that can be charged on a money judgment. As a result, Indiana law could operate to limit the rate of interest that can be charged on the loan, if any such loan is reduced to a judgment.

D. We express no opinion and make no statements concerning or with respect to any statutes, ordinances, administrative decisions, rules, and regulations of counties, towns, municipalities, and special political subdivisions.

E. We have not considered and do not express an opinion with respect to any Federal or state (including Indiana) securities, tax, or antitrust laws and regulations. Our opinions set forth in this letter are expressly subject to the effect of the application of all Federal and state (including Indiana) securities, tax and antitrust laws and regulations.

F. We have made no search of the public records to determine the existence of any legal proceedings involving any Indiana Subsidiary.

G. In rendering the opinions expressed above, we have not undertaken any investigation of the business, property or affairs of any Indiana Subsidiary or any other party to the Transaction Documents. We have not considered and do not express an opinion with respect to the performance by any Indiana Subsidiary of its covenants and agreements in the Transaction Documents to operate its business in any specified manner.

H. We express no opinion as to whether the execution, delivery or performance by any Indiana Subsidiary of any Transaction Document will constitute a violation of, or a default under, any covenant, restriction or provision with respect to financial ratios or tests or any aspect of the financial condition or results of operations of such Indiana Subsidiary.

The opinions expressed herein are matters of professional judgment, are not a guarantee of result and are effective only as of the date hereof. We do not undertake to advise you of any matter within the scope of this letter that comes to our attention after the date of this letter and disclaim any responsibility to advise you of any future changes in law or fact that may affect the opinions set forth herein. We express no opinion other than as hereinbefore expressly set forth. No expansion of the opinions expressed herein may or should be made by implication or otherwise.

We are informed that the Initial Purchasers are relying on this opinion letter in connection with the consummation of the actions and transactions contemplated by the Transaction Documents. The foregoing opinion shall not be relied upon for any other purpose or by any Person other than the addressees hereof and any participant, successor or assignee of any addressee (including successive assignees) or for any other purpose. The use or reliance upon this opinion letter by any other person or entity without our prior written consent is strictly prohibited.

Very truly yours,

/s/ Ice Miller LLP

EXHIBIT A

LIST OF DOCUMENTS REVIEWED

1. Purchase Agreement, dated March 22, 2011, by and among Kratos Defense & Security Solutions, Inc. (the "*Company*"), Acquisition Co. Lanza Parent, a Delaware corporation and wholly owned subsidiary of the Company (the "*Stage I Issuer*"), Lanza Acquisition Co., a Delaware corporation and a wholly owned subsidiary of the Stage I Issuer ("*Acquisition Co.*"), the subsidiary guarantors listed on the signature pages thereto, and the Initial Purchasers as listed on *Schedule 1* thereto.

2. Registration Rights Agreement, dated March 25, 2011, by and among the Company, the Stage 1 Issuer, Acquisition Co., the subsidiary guarantors listed on the signature pages thereto, Jefferies and the other initial purchasers listed on *Schedule 1* thereto.

3. Certificate of Existence for Haverstick Consulting, Inc., an Indiana corporation ("*Haverstick*") issued by the Indiana Secretary of State, dated March 24, 2011 ("*Haverstick's Certificate of Existence*") .

4. Certificate of Existence for HGS Holdings, Inc., an Indiana corporation ("*HGS*") issued by the Indiana Secretary of State, dated March 24, 2011 ("*HGS's Certificate of Existence*" and together with Haverstick's Certificate of Existence, the "*Certificates of Existence*").

5. Certificate of Existence for Rocket Support Services, LLC, an Indiana limited liability company ("*Rocket*") issued by the Indiana Secretary of State, dated March 24, 2011 ("*Rocket's Certificate of Existence*").

6. Articles of Incorporation of Haverstick, as certified by the Indiana Secretary of State on March 24, 2011, to be a true and complete copy of the Articles of Incorporation of Haverstick, as amended and restated, and as further certified by an authorized officer of Haverstick as of the date hereof to be a true, current and complete copy thereof ("*Haverstick Articles of Incorporation*").

7. Articles of Incorporation of HGS, as certified by the Indiana Secretary of State on March 24, 2011, to be a true and complete copy of the Articles of Incorporation of HGS, as amended and restated, and as further certified by an authorized officer of HGS as of the date hereof to be a true, current and complete copy thereof ("*HGS Articles of Incorporation*").

8. Articles of Organization of Rocket, as certified by the Indiana Secretary of State on March 24, 2011, to be a true and complete copy of the Articles of Organization of Rocket ("*Rocket Articles of Organization*").

9. Code of Bylaws of Haverstick, as certified by an authorized officer of Haverstick as of the date hereof, to be a true and complete copy of the Bylaws of Haverstick, as amended and restated ("*Haverstick Bylaws*").

10. Code of Bylaws of HGS, as certified by an authorized officer of HGS as of the date hereof, to be a true and complete copy of the Bylaws of HGS, as amended and restated ("*HGS Bylaws*").

11. Operating Agreement of Rocket, as certified by an authorized officer of the Manager of the Rocket as of the date hereof, to be a true and complete copy of the Operating Agreement of Rocket, as amended and restated ("*Rocket Operating Agreement*").

12. Resolutions of the Board of Directors of Haverstick, as certified by an authorized officer of Haverstick as of the date hereof .

13. Resolutions of the Board of Directors of HGS, as certified by an authorized officer of HGS as of the date hereof.

14. Resolutions of the Manager of Rocket, as certified by an authorized officer of the Manager of Rocket as of the date hereof.

15. Officers' Certificate of Haverstick, dated the date hereof, as to certain factual matters ("*Haverstick Officer's Certificate*").

16. Officers' Certificate of HGS, dated the date hereof, as to certain factual matters ("*HGS Officer's Certificate*").

17. Officers' Certificate of Rocket, dated the date hereof, as to certain factual matters ("*Rocket Officer's Certificate*", and together with the Haverstick Officer's Certificate and the HGS Officer's Certificate, collectively, the "*Officer's Certificate*").

QuickLinks

Exhibit 5.8

Dated effective as of June 7, 2011

SHEPPARD MULLIN RICHTER & HAMPTON LLP
30 Rockefeller Plaza, Suite 2400
New York, New York 10112

RE: Request for Reliance upon Greenberg Traurig Opinion Dated Effective as of March 25, 2011, Addressed to Jefferies & Company, Inc., as Representative of the Initial Purchasers

Ladies and Gentlemen:

Reference is made to our legal opinion letter dated March 25, 2011 ("the Opinion"), a copy of which is attached hereto in *Exhibit A*, which is addressed to Jefferies & Company, Inc., as Representative of the Initial Purchasers, and Wilmington Trust FSB, as Trustee named in the Purchase Agreement dated as of March 22, 2011, among the Company, the guarantors party thereto and the several Initial Purchasers named therein.

This letter shall confirm that you are permitted to rely on the Opinion as to the matters expressly set forth therein, solely as of the date of the Opinion and subject to the assumptions and qualifications stated therein.

This letter does not constitute a reaffirmation of the Opinion as of the date hereof or a confirmation that there has been no change in relevant law or facts since the date thereof. We are furnishing this confirmation to you solely for your benefit related to the filing of a Registration Statement on Form S-4 on behalf of Kratos Defense & Security Solutions, Inc. in connection with a proposed exchange offer for the Notes, as defined in the Purchase Agreement, and the Opinion may not be relied upon by you for any other purpose and may not be quoted to, relied on by, nor may copies be delivered to, any other person or entity without our prior written consent.

Very truly yours,

/s/ GREENBERG TRAURIG, LLP

EXHIBIT A

March 25, 2011 Opinion

[See Attached Pages]

Dated effective as of March 25, 2011

JEFFERIES & COMPANY, INC.
As Representative of the
Initial Purchasers listed in
Schedule A hereto (together, the "**Initial Purchasers**")
c/o Jefferies & Company, Inc.
520 Madison Avenue
New York, New York 10022

The other Initial Purchasers listed on Schedule A hereto

WILMINGTON TRUST FSB
CCS-Corporate Capital Markets
50 South Sixth Street, Suite 1290
Minneapolis, MN 55402-1544

Ladies and Gentlemen:

We have acted as special Arizona counsel to Henry Bros. Electronics, L.L.C, an Arizona limited liability company ("**Henry Bros.**"), for purposes of preparing this opinion letter, which is being furnished to you pursuant to your request.

In connection with this opinion letter, we have reviewed copies of the following documents:

1. Registration Rights Agreement, dated March 25, 2011, by and among Acquisition Co. Lanza Parent, a Delaware corporation, as Stage I Issuer (the "**Stage I Issuer**"), Kratos Defense & Security Solutions, Inc., a Delaware corporation, as Stage II Issuer (the "**Stage II Issuer**"; and collectively with the Stage I Issuer, the "**Issuers**"), Henry Bros., the other subsidiaries of the Stage II Issuer party thereto and the Initial Purchasers (the "**Registration Rights Agreement**").

2. Purchase Agreement, dated March 22, 2011, by and among the Issuers, Lanza Acquisition Co., a Delaware corporation, Henry Bros., the other subsidiaries of the Stage II Issuer party thereto, and the Initial Purchasers (the "**Purchase Agreement**").

3. The Articles of Organization of Henry Bros., dated April 13, 1999, executed by Robert Garrison, a member of Henry Bros., and filed with the Arizona Corporation Commission (the "**ACC**") on April 14, 1999, at File No. L0872237-0, as amended by (i) the Articles of Amendment, dated May 30, 2001, executed by Patrick Warner, as a member of Henry Bros., and Robert Garrison, as a former member of Henry Bros., and filed with the ACC on June 4, 2001, at File No. L0872237-0, and (ii) the Articles of Amendment, filed with the ACC on November 6, 2002, at File No. L-0872237-0 (collectively, the "**Articles of Organization**").

4. Written Consent of the Sole Member of Henry Bros. Electronics, LLC, dated March 10, 2011, executed by Henry Bros. Electronics, Inc., as the sole member of Henry Bros.

5. A Secretary's Certificate, dated March 25, 2011, executed by Deborah S. Butera, as Secretary of Henry Bros., and certified by Deanna H. Lund, as Executive Vice President and Chief Financial Officer of Henry Bros., a copy of which is attached hereto as Schedule B, together with the respective exhibits referred to therein (which exhibits are omitted here for brevity).

6. A Certificate of Good Standing of Henry Bros., dated March 24, 2011, issued by the ACC (the "**Good Standing Certificate**").

The documents listed above as items 1 through 6 are collectively referred to herein as the "**Documents**". The documents listed above as items 1 and 2 are collectively referred to herein as the "**Indenture Documents**". Capitalized terms used but not defined in this opinion letter have the respective meanings given to them in the Purchase Agreement.

In addition to the Documents, we have also examined such other documents and certificates and made such investigations as we have deemed necessary in connection with the opinions hereinafter set forth.

Based on the foregoing and subject to the assumptions, qualifications and limitations set forth below, it is our opinion that:

1. Henry Bros. is a limited liability company validly existing under the Arizona Limited Liability Company Act.

2. Henry Bros. has the requisite limited liability company power and limited liability company authority to carry out the terms and conditions applicable to it under the Indenture Documents. The execution, delivery and performance of the Indenture Documents by Henry Bros. have been duly authorized by all requisite limited liability company action on the part of Henry Bros.

3. The execution and delivery by Henry Bros. of the Indenture Documents and the consummation by Henry Bros. of the transaction contemplated by the Indenture Documents will not violate (i) the provisions of the Articles of Organization or (ii) any applicable Arizona law, rule or regulation affecting Henry Bros.

4. No consent, approval, authorization, or other action by, or filing with, any Arizona state or local governmental authority is required in connection with the execution and delivery by Henry Bros. of the Indenture Documents and the consummation by Henry Bros. of the transaction contemplated by the Indenture Documents, except those contemplated by the Registration Rights Agreement.

5. The Indenture Documents have been duly executed and delivered by Henry Bros.

6. You have requested that we advise you whether an Arizona court would give effect to the choice of law provision in the Indenture Documents in favor of the law of the State of New York. The Supreme Court of Arizona has consistently ruled that where it is not bound by a previous decision or by legislative enactment, it will follow the rules in the Restatements of the Law, including, without limitation, the Restatements of Conflict of Laws. *Smith v. Normart*, 51 Ariz. 134, 75 P.2d 38 (1938); *Western Coal & Min. Co. v. Hilvert*, 63 Ariz. 171, 160 P.2d 331 (1945); *Burr v. Renewal Guaranty Corp.*, 105 Ariz. 549, 468 P.2d 576 (1970); and *Taylor v. Security National Bank*, 20 Ariz. App. 504, 514 P.2d 257 (1973); *In re Levine*, 145 Ariz. 185, 700 P.2d 883 (Ariz. App. 1985); *Cardon v. Cotton Lane Holdings*, 173 Ariz. 203, 841 P.2d 198 (1992). Section 187 of the Restatement (Second) Conflict of Laws provides that the parties to a contract may stipulate their choice of law to govern the contract and that the laws of the state chosen will be applied unless (i) the particular issue is one that the parties could not have resolved by an explicit provision in their agreement directed to that issue and (ii) either:

(a) The chosen state has no substantial relationship to the parties or the transaction and there is no other reasonable basis for the parties' choice; or

(b) Application of the law of the chosen state would be contrary to a fundamental policy of a state that 'has a materially greater interest than the chosen state in the determination of the particular issue and that, under the rule of Section 188 of the Restatement (Second) Conflict of Laws, would be the state of applicable law in the absence of an effective choice of law by the parties.

Based on the facts concerning the negotiation of the Indenture Documents, we believe that an Arizona court should give effect to the choice of law provisions in the Documents in favor of the law of the State of New York.

The opinions set forth in this letter are subject to the following assumptions, qualifications and limitations:

1. This opinion incorporates by reference, and is to be interpreted in accordance with, the First Amended and Restated Report of the State Bar of Arizona Business Law Section Committee on Rendering Legal Opinions in Business Transactions, dated October 20, 2004.

2. Our opinion 1 herein is based solely on the Good Standing Certificate.

3. We note that this letter is limited in scope and expresses no opinion regarding the validity or binding effect of the Indenture Documents or the remedies available for the enforcement thereof, and accordingly this opinion letter omits other assumptions, limitations, qualifications and exclusions that might otherwise be required in connection with such additional opinions.

4. We did not physically attend the closing or witness the execution or delivery of any Indenture Documents, and have only reviewed copies of the executed Indenture Documents provided to us by others present at the closing of the transaction.

5. We have assumed the authenticity of all documents submitted to us as originals, the genuineness of all signatures not witnessed by us and the conformity to authentic original documents of all documents submitted to us as copies. We have also assumed that the Indenture Documents reviewed by us contain the entire agreement of the parties with respect to the Indenture Documents and the agreements and transactions contemplated thereby and that there are no other oral or written agreements between the parties that would modify the Indenture Documents. We have also assumed that the execution and delivery of each and all of the Documents are free from any form of fraud, misrepresentation, mistake of fact, duress or criminal activity.

6. Except for Henry Bros., we have assumed that each other party to the Indenture Documents has the requisite power and authority to enter into and perform its respective obligations under the Indenture Documents and has duly authorized and executed and delivered the Indenture Documents, and that the Indenture Documents are valid, binding and enforceable against such other parties.

7. As to questions of fact material to our opinions, we have relied upon and assumed the correctness of certificates by public officials and by representatives of Henry Bros. and the factual representations and warranties set forth in the Documents. We have made no examination or investigation to verify the accuracy or completeness of any financial, accounting, statistical or other factual information set forth in the Documents or otherwise furnished to any party or with respect to any other tax, accounting or financial matters and accordingly, we express no opinion with respect thereto.

8. While certain members of this firm are admitted to practice in other jurisdictions, for purposes of this opinion letter we have not examined any laws other than the laws of the State of Arizona, nor have we consulted with members of this firm who are admitted in other jurisdictions with respect to the laws of such jurisdictions; accordingly, the foregoing opinions apply only with respect to said laws examined by us and we express no opinion with respect to the laws of any other jurisdiction.

9. This opinion letter is rendered as of the effective date set forth above, and we express no opinion regarding, nor do we undertake to advise you of, any change in laws, facts, circumstances or events which may occur after that date.

10. This opinion letter is limited to the matters expressly set forth herein, and no opinion is to be implied or may be inferred beyond the matters expressly so stated. In particular, we have rendered no opinion herein with respect to: (a) any state tax laws or regulations (other than as

expressly provided herein); (b) any ordinance or regulation of any county, municipality, township or other political subdivision of the State of Arizona; (c) any pension and employee benefit laws and regulations; (d) any state or federal antitrust and unfair competition laws and regulations, including the Hart-Scott-Rodino Antitrust Improvements Act of 1976; (e) any state laws or regulations concerning filing or notice requirements; (f) compliance with fiduciary duty requirements; (g) any state environmental laws or regulations; (h) any state securities laws or regulations; (i) any state telecommunication laws or regulations; (j) any state racketeering laws or regulations (e.g., RICO); (k) any state health and safety laws or regulations; (l) any state labor laws or regulations; (m) any state laws, regulations and policies concerning national emergency, anti-terrorism, possible judicial deference to acts of sovereign states and criminal and civil forfeiture laws; (n) any other state statutes of general application to the extent they provide for criminal prosecution (e.g., mail fraud and wire fraud statutes); (o) any federal bankruptcy laws, or (p) usury laws.

11. The Articles of Amendment, filed with the ACC on November 6, 2002, at File No. L-0872237-0 (the "**2002 Articles of Amendment**"), appear incomplete. Certain pages of the 2002 Articles of Amendment may not have been filed or may have been misplaced by the ACC. Our opinions are limited by the impact, if any, of additional pages to the 2002 Articles of Amendment that we have not reviewed.

12. Our opinion 6 herein assumes that (i) the principal places of business of the Initial Purchasers are located the State of New York, (ii) all payments made to the Initial Purchasers will be made to their principal places of business, and (iii) the negotiations and execution of the Indenture Documents took place in the State of New York.

This opinion letter is rendered solely for the benefit of the addressees of this letter (together with their respective permitted successors, assigns, and transferees) and may not be relied upon by any other person without our prior written consent. This opinion letter is not to be quoted or otherwise referred to in any financial statements or any other document, nor filed with or furnished to any governmental agency or other person, without our prior written consent.

Very truly yours,

/s/ GREENBERG TRAURIG, LLP

Schedule A

Initial Purchasers

Jefferies & Company, Inc.

KeyBanc Capital Markets Inc.

Oppenheimer & Co. Inc.

Schedule B

Good Standing Certificate

STATE OF ARIZONA

Office of the
CORPORATION COMMISSION
CERTIFICATE OF GOOD STANDING

To all to whom these presents shall come, greeting:

I, Ernest G. Johnson, Executive Director of the Arizona Corporation Commission, do hereby certify that

*******HENRY BROS. ELECTRONICS, L.L.C.******

a domestic limited liability company organized under the laws of the State of Arizona, did organize on the 14th day of April 1999.

I further certify that according to the records of the Arizona Corporation Commission, as of the date set forth hereunder, the said limited liability company is not administratively dissolved for failure to comply with the provisions of A.R.S. section 29-601 et seq., the Arizona Limited Liability Company Act; and that the said limited liability company has not filed Articles of Termination as of the date of this certificate.

This certificate relates only to the legal existence of the above named entity as of the date issued. This certificate is not to be construed as an endorsement, recommendation, or notice of approval of the entity's condition or business activities and practices.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Arizona Corporation Commission. Done at Phoenix, the Capital, this 24th Day of March, 2011, A. D.

Executive Director

By: 588074

QuickLinks

Exhibit 5.8

Exhibit 5.9

KING & SPALDING

1180 Peachtree Street
Atlanta, Georgia 30309
www.kslaw.com

June 7, 2011

Sheppard Mullin Richter& Hampton LLP
30 Rockefeller Plaza
Suite 2400
New York, New York 10112

Re: Kratos Southeast, Inc.

Ladies and Gentlemen:

Reference is made to our legal opinion letter dated March 25, 2011 attached hereto as *Exhibit A* (the "*Opinion*") which is addressed to Jefferies & Company, Inc., KeyBanc Capital Markets Inc. and Oppenheimer & Co. Inc., as Initial Purchasers under the Purchase Agreement. Capitalized terms used in this letter have the meanings given to such terms in the Opinion.

This letter shall confirm that you are permitted to rely on the Opinion as to the matters expressly set forth therein, solely as of the date of the Opinion and subject to the assumptions and qualifications stated therein. Any reliance by you must be actual and reasonable under the circumstances existing at the time of such reliance, including any changes in law, facts or any other developments known to or reasonably knowable by you at such time.

This letter does not constitute a reaffirmation of the Opinion as of the date hereof or a confirmation that there has been no change in relevant law or facts since the date thereof. We are furnishing this confirmation to you solely for your benefit as counsel to Kratos Defense & Security Solutions, Inc. (the "*Company*") in connection with your legal opinion to be provided to the Company with respect to certain guarantees of its 10% Senior Secured Notes due 2017, and the Opinion may not be relied upon by you for any other purpose and may not be quoted to, relied on by, nor may copies be delivered to, any other person or entity without our prior written consent.

Very truly yours,

KING & SPALDING LLP

EXHIBIT A

March 25, 2011 Opinion

[See attached pages]

KING & SPALDING

King & Spalding LLP
1180 Peachtree Street, NE
Atlanta, Georgia 30309-3521
www.kslaw.com

March 25, 2011

JEFFERIES & COMPANY, INC.
KEYBANC CAPITAL MARKETS INC. and
OPPENHEIMER & CO. INC.
as initial Purchasers
c/o Jefferies & Company, Inc.
520 Madison Avenue
New York, New York 10022

Re: $285,000,000 ACQUISITION CO. LANZA PARENT
10% Senior Secured Notes due 2017 (Stage I)

KRATOS DEFENSE & SECURITY SOLUTIONS, INC.
10% Senior Secured Notes due 2017 (Stage II)

Ladies and Gentlemen:

We have acted as special Georgia counsel to Kratos Southeast, Inc., a Georgia corporation (the ***"Georgia Guarantor"***), in connection with (i) that certain Purchase Agreement dated as of March 22, 2011 (the ***"Purchase Agreement"***) by and among Kratos Defense & Security Solutions, Inc. (the ***"Stage II Issuer"***), Acquisition Co. Lanza Parent (***"Stage I Issuer"*** and, together with the Stage II Issuer, the ***"Issuers"***), Lanza Acquisition Co. (***"Acquisition Co."***), the other subsidiaries of the Stage II Issuer party thereto (the ***"Guarantors"*** and, together with the issuers and Acquisition Co., the ***"Note Parties"***), Jefferies & Company, Inc., KeyBanc Capital Markets Inc. and Oppenheimer & Co. Inc. (collectively, the ***"Initial Purchasers"***), and (ii) the other Opinion Documents (as defined below).

This letter is furnished at our client's request pursuant to *Section 7(b)(vii)* of the Purchase Agreement. Capitalized terms defined in the Purchase Agreement, used but not otherwise defined herein, have the meanings given to them in the Purchase Agreement.

As such counsel, we have examined such matters of fact and questions of law as we have considered appropriate for purposes of rendering the opinions expressed below. We have examined, among other things, the following:

(a) the Purchase Agreement; and

(b) the Registration Rights Agreement, dated as of March 25, 2011, among the Note Parties and the Initial Purchasers (the ***"Registration Rights Agreement"***);

The documents described in clauses (a) and (b) above are referred to herein collectively as the ***"Opinion Documents"***.

In our examination, we have assumed the genuineness of all signatures, the legal capacity of all natural persons executing documents, the authenticity of all documents submitted to us as originals, and the conformity to authentic original documents of all documents submitted to us as copies. In addition, we have assumed that the parties to the Opinion Documents have not entered into any agreements which modify the terms of the Opinion Documents and have not otherwise expressly or by implication waived, or agreed to any modification of, the Opinion Documents. To the extent that obligations of the Note Parties may be dependent upon such matters, we have assumed (A) that the Note Parties (other than the Georgia Guarantor) and the Initial Purchasers are each duly formed, validly existing and in good standing in all relevant jurisdictions, and we understand that you are relying on opinions of other counsel with respect to these matters as to such Note Parties (other than the Georgia Guarantor), (B) that each of the Note Parties (other than the Georgia Guarantor) and the Initial Purchasers has the requisite power and authority to enter into and perform all of its obligations under each of the

Opinion Documents to which it is a party, and we understand that you are relying on opinions of other counsel with respect to these matters as to such Note Parties (other than the Georgia Guarantor), (C) that the Opinion Documents to which each of the Note Parties (other than the Georgia Guarantor) is a party have been duly authorized by all appropriate corporate, company or partnership action by each such Note Party, and we understand that you are relying on an opinion of other counsel with respect to these matters as to such Note Parties (other than the Georgia Guarantor), (D) that the Opinion Documents to which each of the Note Parties (other than the Georgia Guarantor) is a party has been duly executed and delivered by each such Note Party, and we understand that you are relying on an opinion of other counsel with respect to these matters as to such Note Parties (other than the Georgia Guarantor), (E) that the Opinion Documents to which each of the Note Parties and the Initial Purchasers is a party constitute the legal, valid and binding obligations of such Note Parties and the Initial Purchasers, enforceable against such Note Parties and the Initial Purchasers in accordance with their terms, and (F) that the Initial Purchasers have the requisite power and authority to enter into and perform their respective obligations under the Opinion Documents. We have also assumed that under no circumstances, whether by reason of prepayment, acceleration, termination or otherwise, will the interest payable by the Note Parties, including without limitation, expenses chargeable to the Note Parties, early termination fees, prepayment fees and premiums, and other fees and charges for the use of money, whether or not denominated as interest, exceed a rate of (5%) per month.

As to various matters of fact relevant to this opinion, we have been furnished with, and have relied exclusively upon, (i) certificates of and letters from public officials, (ii) the representations and warranties of the Note Parties and the Initial Purchasers in the Opinion Documents and (iii) certifications of certain officers of the Note Parties. We have not independently verified such factual matters. In rendering the opinion set forth in paragraph 1 below with respect to the current status of the Georgia Guarantor in the State of Georgia, (i) we have relied solely on a certificate dated as of March 25, 2011, issued with respect to the Georgia Guarantor by the Secretary of State of the State of Georgia, a copy of which is attached as *Exhibit A* and incorporated herein by this reference, (ii) such opinion is limited to the meaning ascribed to such certificate by such Secretary of State, and (iii) we have assumed that such certificate was properly given and remains accurate as of the date of this letter.

We are opining herein as to the effect on the subject transactions only of the internal laws of the State of Georgia. Notwithstanding anything to the contrary herein, we express no opinion with respect to (a) the laws of any other jurisdiction or (b) any matters of municipal law or the laws of any local agencies within any state.

Our opinions herein are based upon our consideration of only those statutes, rules and regulations which, in our experience, are generally applicable to companies and guarantors in privately placed, note issuance and purchase transactions, provided that no opinion is expressed as to (i) any laws relating to pollution, protection of the environment or hazardous substances, (ii) any laws relating to zoning, subdivision, land use, building or construction, (iii) any laws relating to labor, employment, pension, employee rights and benefits, or occupational safety and health, (iv) antifraud matters, (v) antitrust, unfair competition and trade regulation matters, (vi) tax matters, (vii) state and federal securities laws and regulations, (viii) Sections 547 and 548 of the federal Bankruptcy Code and comparable provisions of state law, (ix) broker-dealers, investment companies and investment advisors, (x) laws relating to public utilities, (xi) margin regulations, (xii) escheat, (xiii) insurance, (xiv) bulk sales, (xv) laws relating to fiduciary duties, (xvi) racketeering, (xvii) patents, copyrights, trademarks, trade names and other intellectual property rights, (xviii) usury and interest laws (including laws establishing maximum rates of interest or prohibiting the charging of interest on unpaid interest), or (xix) other laws excluded by customary practice. We express no opinion as to any state or federal laws or regulations applicable to the subject transactions because of the nature or extent of the business of any parties to the Opinion Documents or of any of their affiliates.

We call to your attention the fact that we have represented the Georgia Guarantor solely as local Georgia counsel with respect to this transaction and similar transactions and have not otherwise acted as counsel for the Georgia Guarantor in any other context, and our opinion is based solely on the documents and certificates described herein which we have reviewed.

Based upon and subject to the foregoing and the qualifications and limitations as set forth below, and in reliance thereon, it is our opinion that, as of the date hereof:

1. The Georgia Guarantor is a corporation validly existing and in good standing under the laws of the State of Georgia with corporate power and authority to enter into the Opinion Documents to which it is a party and to perform its obligations thereunder.

2. The execution and delivery by the Georgia Guarantor of the Opinion Documents to which it is a party, and the performance by it of its obligations thereunder, have been duly authorized by all necessary corporate action of the Georgia Guarantor, and each Opinion Document to which the Georgia Guarantor is a party has been duly executed and delivered by the Georgia Guarantor.

3. The execution and delivery by the Georgia Guarantor of the Opinion Documents to which it is a party and the incurrence of its obligations thereunder, on the date hereof do not: (a) violate the provisions of the articles of incorporation or bylaws (collectively, the ***"Governing Documents"***) of the Georgia Guarantor, (b) violate any statute, rule or regulation of the State of Georgia applicable to the Georgia Guarantor, or (c) require any consents, approvals, or authorizations to be obtained by the Georgia Guarantor from, or any registrations, declarations or filings to be made by the Georgia Guarantor with, any governmental authority of the State of Georgia.

In addition to the foregoing, the opinions expressed above are subject to the following limitations, exceptions, qualifications and assumptions:

a. We assume the accuracy and completeness of the representations and warranties (as to factual matters) of the parties set forth in the Purchase Agreement and the other Opinion Documents.

b. With respect to the opinion set forth in paragraph 3 above, relating to violations of Georgia statutes, rules or regulations applicable to the Georgia Guarantor, we have not conducted any investigation into the types of businesses and activities in which the Georgia Guarantor engages or the manner in which the Georgia Guarantor conducts its business. We have not conducted any special investigation of statutes, rules or regulations, and our investigation and our opinion is limited to such statutes, rules and regulations of the State of Georgia that in our experience are typically directly applicable to a transaction of the type contemplated by the Opinion Documents.

Our opinion is expressly limited to the matters set forth above and we render no opinion, whether by implication or otherwise, as to any other matters relating to the Georgia Guarantor or any of the other Note Parties. We assume no obligation to inform you of any changes in law or facts, or any other developments, that may hereafter be brought to our attention that may alter, affect or modify the opinions expressed herein. This opinion letter is an expression of our professional judgment on the legal issues expressly addressed herein. By rendering our opinion, we neither become an insurer or guarantor of such expression of our professional judgment nor guarantee the outcome of any legal dispute that may arise out of the transactions contemplated by the Opinion Documents.

This opinion is rendered as of the date first written above solely for your benefit in connection with the Purchase Agreement and may not be quoted to, relied on by, nor may copies be delivered to, any other person or entity without our prior written consent. At your request, we hereby consent to

reliance hereon by any Person that becomes a "Subsequent Purchaser", as defined in the Purchase Agreement, in accordance with the express provisions of Section 2 of the Purchase Agreement, on the condition and understanding that: (i) this opinion does not extend to any issue or matter related to any such assignment to a Subsequent Purchaser or arising from or out of any such assignment (as distinct from the subject transaction), (ii) this opinion is limited and qualified with respect to a Subsequent Purchaser in the same manner that it is limited and qualified as set forth above with respect to the original addressees, (iii) this opinion speaks only as of the date hereof; (iv) we have no responsibility or obligation to update this letter, to consider its applicability or correctness to other than its addressees, or to take into account changes in law or facts, or any other developments, of which we may later become aware; and (v) any such reliance by a Subsequent Purchaser must be actual and reasonable under the circumstances existing at the time of assignment, including any changes in law or facts or any other developments, known to or reasonably knowable by such Subsequent Purchaser at such time.

Very truly yours,

KING & SPALDING LLP

EXHIBIT A

GEORGIA CERTIFICATE OF EXISTENCE

[See attached page]

Control No. **K008554**

STATE OF GEORGIA

Secretary of State

Corporations Division
315 West Tower
#2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

CERTIFICATE OF EXISTENCE

I, Brian P. Kemp, Secretary of State and the Corporations Commissioner of the state of Georgia, hereby certify under the seal of my office that

KRATOS SOUTHEAST, INC.

Domestic Profit Corporation

was formed or was authorized to transact business on 03/27/1990 in Georgia. Said entity is in compliance with the applicable filing and annual registration provisions of Title 14 of the Official Code of Georgia Annotated and has not filed articles of dissolution, certificate of cancellation or any other similar document with the office of the Secretary of State.

This certificate relates only to the legal existence of the above-named entity as of the date issued. It does not certify whether or not a notice of intent to dissolve, an application for withdrawal, a statement of commencement of winding up or any other similar document has been filed or is pending with the Secretary of State.

This certificate is issued pursuant to Title 14 of the Official Code of Georgia Annotated and is prima-facie evidence that said entity is in existence or is authorized to transact business in this state.

WITNESS my hand and official seal of the City of Atlanta and the State of Georgia on 25th day of March, 2011

Brian P. Kemp
Secretary of State

Certification Number: 7048855-1 Reference: 14995.079001.7430
Verify this certificate online at http://corp.sos.state.ga.us/corp/soskb/verify.asp

QuickLinks

Exhibit 5.9

EXHIBIT A GEORGIA CERTIFICATE OF EXISTENCE [See attached page]

QuickLinks -- Click here to rapidly navigate through this document

Exhibit 5.10

MONTGOMERY, MCCRACKEN, WALKER & RHOADS, LLP
ATTORNEYS AT LAW

123 SOUTH BROAD STREET
AVENUE OF THE ARTS
PHILADELPHIA, PA 19109
215-772-1500
FAX 215-772-7620

1105 MARKET STREET, 15TH FLOOR
WILMINGTON, DE 19801-1201
302-504-7800
FAX 302-504-7820

LIBERTYVIEW
457 HADDONFIELD ROAD, SUITE 600
CHERRY HILL, NJ 08002-2220
856-488-7700
FAX 856-488-7720

1235 WESTLAKES DRIVE
BERWYN, PA 19312-2401
610-889-2210
FAX 610-889-2220

CORNERSTONE COMMERCE CENTER, 1201
NEW ROAD, SUITE 100
LINWOOD, NJ 08221
609-601-3010
FAX 609-601-3011

June 7, 2011

Sheppard Mullin Richter & Hampton LLP
30 Rockefeller Plaza, Suite 2400
New York, NY 10112

Re: Reliance on Opinion dated April 21, 2011

Ladies and Gentlemen:

We previously acted as special counsel in the State of New Jersey for Henry Bros. Electronics, Inc., a New Jersey corporation ("Henry"), and Airorlite Communications, Inc., a New Jersey corporation ("Airorlite"), in connection with that certain Purchase Agreement dated March 22, 2011 among, *inter alia*, Kratos Defense Security Solutions, Inc. ("Kratos"), Henry, Airorlite, Jefferies & Company, Inc. ("Jefferies"), KeyBanc Capital Markets, Inc. ("KeyBanc") and Oppenheimer Co., Inc. ("Oppenheimer"), and that certain Registration Rights Agreement dated March 25, 2011 among, *inter alia*, Kratos, Henry, Airorlite, Jeffries, KeyBanc and Oppenheimer, and we have rendered our opinion to Jeffries, KeyBanc and Oppenheimer dated April 21, 2011, in the form attached hereto.

This will confirm our consent to your reliance on our opinion letter (without bringing down the opinion to the date hereof), in your capacity as counsel for Kratos and the preparation of a Registration Statement on Form S-4, as if such opinion letter were addressed directly to you, subject to all qualifications, limitations and exceptions set forth therein, and our consent to your inclusion of a copy of our opinion letter and this consent as an Exhibit to the Form S-4.

Very truly yours,

Montgomery, McCracken, Walker & Rhoads LLP

MMW&R/DSB/JTS/fg

MONTGOMERY, MCCRACKEN, WALKER & RHOADS, LLP
ATTORNEYS AT LAW

123 SOUTH BROAD STREET
AVENUE OF THE ARTS
PHILADELPHIA, PA 19109
215-772-1500
FAX 215-772-7620

1105 MARKET STREET, 15TH FLOOR
WILMINGTON, DE 19801-1201
302-504-7800
FAX 302-504-7820

LIBERTYVIEW
457 HADDONFIELD ROAD, SUITE 600
CHERRY HILL, NJ 08002-2220
856-488-7700
FAX 856-488-7720

1235 WESTLAKES DRIVE
BERWYN, PA 19312-2401
610-889-2210
FAX 610-889-2220

CORNERSTONE COMMERCE CENTER, 1201
NEW ROAD, SUITE 100
LINWOOD, NJ 08221
609-601-3010
FAX 609-601-3011

April 21, 2011

Jefferies & Company, Inc.
520 Madison Avenue
New York, New York 10022

KeyBanc Capital Markets Inc.
127 Public Square
Cleveland, Ohio 44144

Oppenheimer & Co. Inc.
300 Madison Avenue
New York, New York 10017

Re: *Purchase Agreement dated March 22, 2011 (the "Purchase Agreement"), among, inter alia, Kratos Defense & Security Solutions, Inc. ("Kratos"), Henry Bros. Electronics, Inc., a New Jersey corporation ("Henry"), Airorlite Communications, Inc., a New Jersey corporation ("Airorlite") and Jefferies & Company, Inc., KeyBanc Capital Markets, Inc. and Oppenheimer & Co. Inc. (together, the "Initial Purchasers"), and Registration Rights Agreement dated March 25, 2011 (the "Registration Rights Agreement") among, inter alia, Kratos, Henry, Airorlite and the Initial Purchasers*

Ladies and Gentlemen:

We have acted as special counsel in the State of New Jersey for Henry Bros. Electronics, Inc., a New Jersey corporation ("Henry"), and Airorlite Communications, Inc., a New Jersey corporation ("Airorlite"), in connection with the above referenced Purchase Agreement and Registration Rights Agreement. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement. This opinion is being rendered at our clients' request pursuant to Section 7(b) of the Purchase Agreement.

In connection with this opinion, we have examined originals or copies, certified or otherwise identified to our satisfaction, of only the following documents:

(a) Purchase Agreement;

(b) Registration Rights Agreement;

(c) Short Form Standing Certificate in respect of Henry issued by the State Treasurer of the State of New Jersey dated March 24, 2011;

(d) Secretary's Certificate of Henry dated March 25, 2011 attaching copies of Henry's Certificate of Incorporation, bylaws, authorizing resolution and incumbency certificate, a copy of which Secretary's Certificate is attached hereto as *Exhibit A*;

(e) Short Form Standing Certificate in respect of Airorlite issued by the State Treasurer of the State of New Jersey dated April 13, 2011; and

(f) Secretary's Certificate of Airorlite dated March 25, 2011 attaching copies of Airorlite's Certificate of Incorporation, bylaws, authorizing resolution and incumbency certificate, a copy of which Secretary's Certificate is attached hereto as *Exhibit "B"*.

Items (a) and (b) above are collectively referred to herein as the "*Transaction Documents*".

In addition, we have examined originals, or certified or conformed copies, of such corporate records, agreements, documents and other instruments and such certificates or comparable documents of public officials and of officers and representatives of Henry and Airorlite, and have made such other investigations, as we have deemed relevant and necessary in connection with the opinions hereinafter set forth.

Whenever our opinion with respect to the existence or absence of facts or circumstances is qualified by the phrase "to our knowledge" or similar language, we intend to indicate that during the course of our representation of Henry and Airorlite in connection with the Transaction Documents, and the investigation described above, no information has come to the attention of lawyers currently within our firm with principal responsibility for this transaction that would give us actual knowledge of the existence of such facts or circumstances. We have not undertaken any independent investigation to determine the accuracy or completeness of such statements (including without limitation any examination of any documents in our files or otherwise made available to us by Henry or Airorlite), and no inference as to the accuracy or completeness of any such statement should be drawn from our representation of Henry or Airorlite or our rendering the opinions set forth below.

For purposes of our opinions we have assumed the genuineness of all signatures, the legal capacity of natural persons, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as duplicates or certified or conformed copies and the authenticity of the originals of such latter documents. We have also assumed that: (1) each party to each of the Transaction Documents, other than Henry and Airorlite, is validly existing and in good standing in each jurisdiction in which it is required to be qualified, and has the power and authority to execute and deliver the Transaction Documents to which it is a party and to perform its obligations thereunder; (2) each of the Transaction Documents has been duly authorized, executed and delivered by each of the parties thereto other than Henry and Airorlite; (3) each of the Transaction Documents constitutes the legal, valid and binding obligation of each party thereto, enforceable against such party in accordance with its terms; and (4) the terms and conditions of the Transaction Documents have not been amended, modified or supplemented, directly or indirectly, by any other agreement or understanding of the parties or by waiver of any of the material provisions of the Transaction Documents.

Based on the foregoing, but subject to the qualifications and limitations expressed below, we are of the opinion that:

1. Each of Henry and Airorlite: (a) is a corporation that is an active business under the laws of the State of New Jersey; and (b) has the corporate power and authority to execute and deliver the Transaction Documents and to perform its obligations thereunder.

2. The execution and delivery by Henry of each of the Transaction Documents and its performance of its obligations thereunder has been authorized by all requisite corporate action on behalf of Henry and will not result in any violation of Henry's certificate of incorporation or bylaws. The execution and delivery by Henry of each of the Transaction Documents will not, to the best of our knowledge, result in the violation of any New Jersey state law applicable to Henry.

3. The execution and delivery by Airorlite of each of the Transaction Documents and its performance of its obligations thereunder have been authorized by all requisite corporate action on behalf of Airorlite and will not result in any violation of Airorlite's certificate of incorporation or bylaws. The execution and delivery by Airorlite of each of the Transaction Documents will not, to the best of our knowledge, result in the violation of any New Jersey state law applicable to Airorlite.

4. Neither the execution and delivery by Henry and Airorlite of each of the Transaction Documents nor their respective performance of their respective obligations thereunder requires the consent or approval of, or any filing or registration with, any State of New Jersey government authority or, to the best of our knowledge, any New Jersey court.

The opinions herein expressed are subject to the following qualifications and limitations:

(a) In rendering the opinions in paragraph 1 above as to the active status of Henry and Airorlite, we relied exclusively on certificates of the State Treasurer of the State of New Jersey. We bring to your attention the fact that Henry's Annual Reports are outstanding for 2010.

(b) We render no opinion as to the enforceability of the Transaction Documents or as to any security or property interest purported to be granted thereby.

(c) We express no opinion as to any factual matters contained in or incorporated by reference in any of the Transaction Documents or any schedules or documents attached thereto.

(d) We express no opinion as to Henry's or Airorlite's rights in or title to any property.

(e) Wherever in our opinion we refer to New Jersey state laws applicable to Henry of Airorlite, we refer to only those laws of general application to business entities in the State of New Jersey.

(f) We express no opinion to: (1) matters relating to zoning, subdivision, environmental protection or other laws pertaining to the use, occupancy, development, leasing, improvement, management or operation of real property; (2) matters relating to income tax, capital stock tax or other tax laws, securities laws, including, without limitation, blue sky filings, ERISA, pension, employee benefits or labor law and regulations, usury laws, environmental laws, accessibility laws, health and safety laws or bulk sales laws, or (3) any export control, trade regulation, antitrust, patent, copyright, trademark, service mark or other intellectual property laws; or (4) compliance with or the effect of any federal laws, rules or regulations applicable to Henry or Airorlite by virtue of the nature or extent of the business or operations of Henry or Airorlite or any of their affiliates.

(g) We express no opinion as to the laws of any jurisdiction other than the laws of the State of New Jersey. The opinions expressed above concern only the effect of the laws of the State of New Jersey as currently in effect.

(h) We express no opinion as to the effect on the opinions expressed herein of (i) compliance or non-compliance by any party to the Transaction Documents with any laws or regulations applicable to it; or (ii) the legal or regulatory status or the nature of the business of any such party.

This opinion is limited to the matters expressly stated herein, and no opinion is implied or may be inferred beyond the matters expressly stated. The opinions expressed in this letter are rendered as of the date hereof, and are based on existing law which is subject to change. We assume no obligation to supplement this opinion if any applicable laws change after the date of this opinion, or if we become aware of any facts that might change the opinions expressed above after the date of this opinion.

This opinion letter is rendered for the sole benefit of the addressees hereof with respect to the matters specifically addressed herein, and no other person or entity is entitled to rely hereon. Copies of this opinion letter may not be made available, and this opinion letter may not be quoted or referred to in any other document made available, to any other person or entity, except that this opinion may be delivered to any regulators, accountants, attorneys and/or other professional advisers of the addressee

hereof and may be used in connection with any legal or regulatory proceeding relating to the subject matter of this opinion.

Very truly yours,

/s/ Montgomery, McCracken, Walker & Rhoads, LLP

MMWR:DSB:JTS:fg

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Exhibit 5.11

THOMAS L. DEVINE
TDeVine@faegre.com
303-607-3765

June 7, 2011

Sheppard Mullin Richter & Hampton LLP
30 Rockefeller Plaza
New York, NY 10112-0015

Re: Reliance on March 25, 2011, Colorado Special Counsel Opinion

Gentlemen:

Attached hereto is a copy of the opinion of this firm dated March 25, 2011, and addressed to Jefferies & Company, Inc., as the Initial Purchaser, and Wilmington Trust FSB, as Trustee named in the Purchase Agreement, dated as of March 22, 2011, among the Company, the guarantors party thereto and the several Initial Purchasers named therein. As counsel to Kratos Defense & Security Solutions, Inc., you may rely on the opinions set forth in such opinion to the same extent as if such opinion had been addressed and delivered to you on the date of its issuance.

Sincerely yours,

/s/ FAEGRE & BENSON LLP

FAEGRE & BENSON LLP

TLD:clw
Enclosure

fb.us.6897157.01

March 25, 2011

Jefferies & Company, Inc.
KeyBanc Capital Markets Inc.
Oppenheimer & Co. Inc. (together, the "***Initial Purchasers***")
c/o Jefferies & Company, Inc.
520 Madison Avenue
New York, NY 10022

Re: *Registration Rights Agreement dated March 25, 2011, among Acquisition Co. Lanza Parent, a Delaware corporation, Kratos Defense & Security Solutions, Inc. ("**Kratos**"), the other subsidiaries of Kratos party thereto and the Initial Purchasers; Purchase Agreement dated March 22, 2011, by and among Acquisition Co. Lanza Parent, a Delaware corporation, the Stage II Guarantors, Kratos Defense & Security Solutions, Inc., Lanza Acquisition Co. and the Initial Purchasers*

Ladies and Gentlemen:

We have acted as special Colorado counsel to Henry Bros. Electronics, Inc., a Colorado corporation (the "***Company***"), in connection with certain matters of Colorado law relating to specified transactions contemplated by the Registration Rights Agreement and the Purchase Agreement described above. Capitalized terms used herein, but not otherwise defined herein, shall have the meanings ascribed to such terms in the Registration Rights Agreement and the Purchase Agreement.

For purposes of this letter, we have examined such questions of law as we have deemed necessary and appropriate and have also examined the following documents and instruments each dated as indicated and each purported to have been signed on behalf of each signatory thereto:

1. Registration Rights Agreement dated March 25, 2011, among Acquisition Co. Lanza Parent, a Delaware corporation, Kratos, the other subsidiaries of Kratos party thereto, and the Initial Purchasers (the "***Registration Rights Agreement***"), and

2. Purchase Agreement dated March 22, 2011, by and among Acquisition Co. Lanza Parent, a Delaware corporation, the Stage II Guarantors, Kratos, Lanza Acquisition Co. and the Initial Purchasers ("***Purchase Agreement***").

The Registration Rights Agreement and the Purchase Agreement are referred to collectively in this letter as the "***Transaction Documents***."

We have further examined:

A. An electronically transmitted copy of the Articles of Incorporation of the Company (formerly known as Photo-Scan of Colo., Inc. and Securus, Inc.) as filed with the Colorado Secretary of State (the "***Secretary of State***") on March 11, 1970; an electronically transmitted copy of the Articles of Merger of Photo-Scan of Colo., Inc. and Marcham Controls, Inc, as filed with the Secretary of State on March 17, 1987; and Articles of Amendment to the Articles of Incorporation of Photo-Scan of Colo., Inc., as filed with the Secretary of State on April 7, 1987 (as amended, the "***Articles***") and an electronically transmitted copy of the Bylaws of the Company, undated (the "***Bylaws***");

B. An electronically transmitted copy of a Certificate of Good Standing, dated March 24, 2022, with respect to the Company issued by the Secretary of State, indicating that as of date of issuance the Company is in good standing in the State of Colorado (the "***Good Standing Certificate***");

C. An electronically transmitted copy of the Written Consent of the Board of Directors of the Subsidiary Guarantors, dated March 10, 2011, unanimously approving the Transaction Documents (the "***Board Consent***");

D. An electronically transmitted copy of the Secretary's Certificate of the Company, dated March 25, 2011, certifying to the truth and correctness of the Company's Articles, Bylaws and Board Consent and the qualification and incumbency of the officers of the Company identified therein (the "***Secretary's Certificate***" and together with the Articles, Bylaws and the Board Consent, collectively, the "***Organizational Documents***")

E. A certificate, dated March 25, 2011, from an officer of the Company as to certain factual matters relating to this opinion letter (the "***Opinion Certificate***").

The opinions set forth in this letter, as they relate to specific documents, relate to the specified documents and do not extend to documents, agreements, or instruments referred to in those documents (even if incorporated therein by reference) that are not expressly identified in this letter as having been examined by us.

The Transaction Documents purport to be construed in accordance with and governed by the laws of the State of New York. Notwithstanding such provisions, we assume for purposes of the opinions expressed herein that such choice of law provisions are disregarded and those documents are instead governed by the internal laws of the State of Colorado (without regard to conflicts of law principles). The opinions expressed herein are based and are limited to the laws of the State of Colorado, and we do not express any opinion as to the law of any other jurisdiction. Our opinion excludes any opinion with respect to antitrust or securities laws or laws or judicial decisions related to fiduciary duties in connection with, or the fairness of transactions like, the transactions contemplated by the Transaction Documents. We express no opinion whatsoever with respect to the applicability or effect of the laws of any other jurisdiction or principles of conflicts of law and can assume no responsibility for the applicability or effect of any such laws or principles.

We call to your attention the fact that we have been engaged as special counsel to the Company solely in connection with the transactions provided for in the Transaction Documents, and that the Company may be regularly represented in legal matters by law firms other than Snell & Wilmer. Except to the extent otherwise set forth above, for purposes of our opinion we have not conducted any investigation or performed any other examination or review, including, without limitation, any of the following actions: (i) a review of any files belonging to the Company which are not presently in our possession, including, without limitation, files held by other counsel or predecessor counsel to the Company; (ii) an examination of the records of any court, arbitrator or similar tribunal; (iii) a review of the official records of any county recorder to determine whether any third parties have filed instruments which purport to assert claims against the Company; (iv) a review of the official records of any county recorder, any Secretary of State, the United States Patent and Trademark Office, or any other government agency or authority to determine whether any third parties have filed instruments which purpose to document a security interest, lien or encumbrance with respect to any assets of the Company; or (v) a discussion with any attorneys in our firm (other than any attorneys working on the transactions provided for in the Transaction Documents) or any other third parties.

As to questions of fact (but not facts constituting legal conclusions) material to our opinions and as to the accuracy of the representations and warranties made by Company in the Transaction Documents, we have, without independent investigation, relied upon the Opinion Certificate. Although we have not made any independent investigation or verification of any of the matters set forth therein, nothing has come to our attention which would indicate that reliance on any of the foregoing would be unreasonable.

Based upon the foregoing, and subject to the assumptions, qualifications, exceptions and limitations set forth herein, it is our opinion that:

1. The Company is a corporation duly formed, validly existing and in good standing under the laws of the State of Colorado.

2. The execution, delivery and performance of each of the Transaction Documents and the consummation of the transactions contemplated by the Transaction Documents to which the Company is a party have been duly authorized by the Company, and each such Transaction Document has been duly executed and delivered by the Company.

3. The Company has all necessary corporate power and authority to execute and deliver, and perform its obligations under, each of the Transaction Documents to which it is a party.

4. Neither the execution and delivery by the Company of the Transaction Documents to which it is a party, nor the performance by the Company of its obligations thereunder in accordance with the terms thereof: (i) violates any provision of the Company's Articles or Bylaws; or (ii) requires the consent or approval of, or any filing or registration with, any State of Colorado governmental authority or, to our knowledge, any Colorado court other than (a) those which have been obtained or filed, and (b) any consents, approvals or filings required in connection with the exercise of certain remedies under the Transaction Documents to the extent required pursuant to the terms thereof.

In rendering the foregoing opinions, we have assumed, with your consent:

(a) The genuineness of the signatures not witnessed;

(b) The authenticity, accuracy and completeness of documents submitted as originals and the conformity to originals of documents submitted as copies;

(c) The legal capacity of all natural persons who executed the Transaction Documents and the Opinion Certificate.

(d) The Articles as filed with the Secretary of State are the actual and current articles of incorporation of the Company, and none of the Articles, the Bylaws or the Board Consent have been amended, modified, rescinded or superseded;

(e) The Transaction Documents accurately describe and contain the understandings of each and every party thereto, and there are no oral or written statements or agreements by any of the parties to the Transaction Documents that modify, amend, or vary, or purport to modify, amend, or vary, any of the terms of the Transaction Documents;

(f) The Transaction Documents have been duly authorized by all requisite entity action on the part of each of the parties thereto other than the Company (collectively, the "***Other Parties***"), the execution, delivery and performance of the Transaction Documents by the Other Parties will not conflict with or violate any provision of any charter document, law, rule or regulation, judgment, order or decree, or agreement or other document binding upon or applicable to the Other Parties or their respective assets, all consents required of the Other Parties in connection with the authorization, execution, delivery and performance of the Transaction Documents, as well as all third party consents, have been obtained or waived, and each of the Transaction Documents has been duly executed and delivered by, and constitutes the legal, valid and binding obligation of each party thereto, enforceable in accordance with its terms.

The opinions set forth above are subject to the following qualifications, comments and limitations:

(i) The effects of laws or court decisions or legal or equitable principles relating to bankruptcy, moratorium, insolvency, fraudulent conveyance, reorganization, liquidation, readjustment of debt or other laws or court decisions or legal or equitable principles relating to or affecting the enforcement of creditors' rights or intended for the protection of creditors generally, whether now or hereafter in effect.

(ii) The effect of general principles of equity (regardless of whether considered in a proceeding at law or in equity) which, among other things, may limit the availability of specific performance, injunctive relief, self-help or other equitable remedies.

(iii) As used in this opinion, the phrase "to our knowledge," or words of similar import, mean, as to matters of fact, that, to the actual knowledge of the attorneys within our firm principally responsible for the transaction contemplated by the Transaction Documents, but without any independent factual investigation or verification of any kind, such matters are factually correct.

(iv) This opinion letter is limited to the matters stated herein and no opinion is implied or may be inferred beyond the matters expressly stated. The opinions expressed in this letter are based upon the law in effect, and factual matters as they exist, on the date hereof, and we assume no obligation to revise or supplement this opinion should such law be changed by any legislative action, judicial decision or otherwise.

(v) To the extent that the any of the Transaction Documents are incomplete, contain blanks, or refer to other agreements or documents, we express no opinion as to what effect, if any, such incomplete matters, blanks, or other items may have on the matters covered by this letter.

(vi) We express no opinion (a) on the accuracy of any representation or warranty or the accuracy of any calculations, descriptions, or facts in the Transaction Documents or in any exhibit or schedule thereto or in any document referenced therein or related thereto; (b) as to the tax or accounting effects of, or the characterization of, the Transaction Documents or the transactions described therein; or (c) as to any disclosure or reporting obligations of the Company or any of the Other Parities and their respective participants, agents, successors and assigns with respect to the transactions contemplated by the Transaction Documents.

(vii) Our opinion at Paragraph 1 is based solely upon the Good Standing Certificate and our opinion with respect to such matter is rendered as of the date of the Good Standing Certificate and limited accordingly.

(viii) Our opinion at Paragraph 2 is based solely upon our review of the Articles, the Bylaws, the Board Consent and the Opinion Certificate.

(ix) Our opinion in clause (ii) of Paragraph 4 is limited to those consents, approvals, filings or registrations required by Colorado law and excludes any consents, approvals, filings or registrations required to be made with any Colorado state or local governmental authority or which are otherwise required under any provision of Colorado law in each case by virtue of the applicable terms of the laws of the State of New York.

(x) Anything in this opinion to the contrary notwithstanding, we express no opinion concerning (a) ownership of any property or the holding by the Company of any interest in any property, (b) the validity, enforceability or binding nature of the Transaction Documents or any rights or remedies under such Transaction Documents, or (c) the creation, perfection or priority of any lien or security interest, including with respect to any future or optional advance of loan proceeds.

(xi) The opinions expressed in this letter do not (a) cover the effect of the Transaction Documents with respect to any prior credit agreements, loan facilities or other financings of the Company, or (b) cover the effect or supplement to any of the Transaction Documents or the validity or enforceability of any amendments(s) or supplement(s) thereto, including without limitation any refinancings, modifications, extensions, waivers, or releases. Except to the extent provided herein, we are not opining as to any transaction, event or occurrence contemplated by the Transaction Documents that is to occur or may occur after the date of this Opinion Letter.

This Opinion Letter is rendered solely to the Initial Purchasers and their permitted successors and assigns, and solely in connection with the Transaction Documents and the transactions contemplated thereby, and may not be relied upon by any Initial Purchaser, its successors and assigns, or by any other person for any other purpose; provided, however, that this opinion may be relied upon by the Initial Purchasers' attorneys in connection with the Transaction Documents and the transactions contemplated thereby. This opinion letter is not to be referred to, or quoted in, any document, report, or financial statement or filed with, or delivered to, any governmental agency or any other person or entity without our prior written consent.

Very truly yours,

/s/ FAEGRE & BENSON LLP

FAEGRE & BENSON, LLP

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Exhibit 5.11

Exhibit 12.1

Computation of Ratio of Earnings to Fixed Charges

	Years Ended					Three Months Ended
	12/31/2006	12/31/2007	12/28/2008	12/27/2009	12/26/2010	3/27/2011
Income (loss) from continuing operations from Form 10-K December 26, 2010 and Form 10-Q March 27, 2011	(41.2)	(27.2)	(104.0)	(38.3)	14.6	(3.8)
Add back:						
Income taxes	14.5	1.3	(0.7)	1.0	(12.7)	(1.2)
Pretax income/(loss) from continuing operations	**(26.7)**	**(25.9)**	**(104.7)**	**(37.3)**	**1.9**	**(5.0)**
Fixed Charges						
Interest expense	1.9	1.6	10.4	10.6	22.4	6.7
Interest component of rent expense—estimated	1.3	1.4	2.1	2.4	2.3	0.6
Interest expense—discontinued operations	0.0	2.2	0.0	0.0	0.0	0.0
Total fixed charges	**3.2**	**5.2**	**12.5**	**13.0**	**24.7**	**7.3**
Earning plus fixed charges	(23.5)	(20.7)	(92.2)	(24.3)	26.6	2.3
Ratio of earnings to fixed charges	—(2)	—(2)	—(2)	—(2)	1.1	—(2)

(1) Fixed charges consist of interest expense, which includes amortization of deferred finance charges on our credit facility and interest expense on our lease obligations. The interest component of rent was estimated to be one-third of net rental expense, which we believe is representative of the interest factor.

(2) Due to the losses for the years ended December 31, 2006, December 31, 2007, December 28, 2008, December 27, 2009, and three months ended March 27, 2011, the coverage ratio was less than 1:1 for these periods. We would have had to generate additional earnings of $26.7 million for the year ended December 31, 2006, $25.9 million for the year ended December 31, 2007, $104.7 million for the year ended December 28, 2008, $37.3 for the year ended December 27, 2009, and $5.0 million for the three months ended March 27, 2011 to have achieved a coverage ratios of 1:1.

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Exhibit 23.3

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We have issued our reports dated March 1, 2011 with respect to the consolidated financial statements and internal control over financial reporting included in the Annual Report on Form 10-K for the year ended December 26, 2010 of Kratos Defense & Security Solutions, Inc., which are incorporated by reference in this Registration Statement on Form S-4 related to the Offer to Exchange 10% Senior Secured Notes due 2017. We consent to the incorporation by reference in the Registration Statement of the aforementioned reports, and to the use of our name as it appears under the caption "Experts."

/s/ GRANT THORNTON LLP
San Diego, California
June 6, 2011

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Exhibit 23.4

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We have issued our reports dated October 14, 2010 with respect to the consolidated financial statements, schedule and internal control over financial reporting included in the Annual Report on Form 10-K for the 52 week period ended August 1, 2010 of Herley Industries, Inc. included in the Form 8-K of Kratos dated February 7, 2011, which are incorporated by reference in this Registration Statement. We consent to the incorporation by reference in the Registration Statement of the aforementioned reports, and to the use of our name as it appears under the caption "Experts."

/s/ GRANT THORNTON LLP
Philadelphia, Pennsylvania
June 6, 2011

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Exhibit 23.5

INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM'S CONSENT

We consent to the incorporation by reference in this Registration Statement of Kratos Defense & Security Solutions, Inc. on Form S-4 (the "Registration Statement") of our report dated October 16, 2009 with respect to our audit of the consolidated financial statements and related consolidated financial statement schedule of Herley Industries, Inc. as of August 2, 2009 and for the fifty-two (52) weeks ended August 2, 2009 and the fifty-three (53) weeks ended August 3, 2008, appearing in the Annual Report on Form 10-K of Herley Industries, Inc. for the fifty-two weeks (52) weeks ended August 1, 2010. We also consent to the reference to our Firm under the heading "Experts" in the Prospectus which is part of the Registration Statement.

We were dismissed as auditors on February 17, 2010, effective immediately after the filing of Herley Industries, Inc.'s quarterly report on Form 10-Q for the quarter ended January 31, 2010, which was filed with the SEC on March 11, 2010 and, accordingly, we have not performed any audit or review procedures with respect to any financial statements appearing in such Prospectus for the periods after the filing of the Form 10-Q for the quarter ended January 31, 2010, which was filed with the SEC on March 11, 2010.

/s/ MARCUM LLP
Melville, New York
June 6, 2011

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Exhibit 23.6

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in this Registration Statement on Form S-4 of Kratos Defense & Security Solutions, Inc. (the "Registration Statement") (including any post-effective amendments or prospectus supplements related thereto) of our report dated October 4, 2010, relating to the financial statements of General Microwave Israel Corp not presented separately in the Registration Statement, included in Annex B to the Prospectus Supplement of Kratos Defense & Security Solutions, Inc. ("Kratos") filed with the Securities and Exchange Commission on February 8, 2011, pursuant to Kratos' Registration Statement on Form S-3 (File No. 333-161340). We further consent to the reference to our firm under the caption "Experts" in the prospectus which is part of the Registration Statement.

/s/ BRIGHTMAN ALMAGOR ZOHAR & CO.
Certified Public Accountants
A member firm of Deloitte Touche Tohmatsu

Tel Aviv, Israel
June 6, 2011

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Exhibit 23.7

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTANTS

We hereby consent to the incorporation by reference in the Registration Statement on Form S-4 of Kratos Defense & Security Solutions, Inc. of our report dated March 12, 2010 on the consolidated financial statements of Henry Bros. Electronics, Inc. and Subsidiaries as of December 31, 2009 and 2008 and for each of the three years in the period ended December 31, 2009 included in the Current Report on Form 8-K filed by Kratos Defense & Security Solutions, Inc. on February 4, 2011, in this prospectus and elsewhere in the registration statement. We also consent to the reference to us under the heading "Experts" in such Registration Statement on Form S-4.

/s/ AMPER, POLITZINER & MATTIA LLP

June 6, 2011
Edison, New Jersey

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Exhibit 23.8

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in the Registration Statement on Form S-4 of Kratos Defense & Security Solutions, Inc. (including any post-effective amendments or prospectus supplements related thereto) of our report dated March 24, 2010 on the consolidated financial statements of Gichner Holdings, Inc. and Subsidiaries as of and for the periods ending December 31, 2009 and 2008, our report dated April 4, 2008 on the consolidated financial statements of Gichner Holdings, Inc. and Subsidiaries as of and for the period ending December 31, 2007, and our report dated April 26, 2010 on the combined balance sheet of Gichner Systems Group, LLC and Related Entities as of August 22, 2007 and the related combined statements of operations, equity, and cash flows for the period from January 1, 2007 through August 22, 2007 (collectively, the "Incorporated Financials") and to the reference to our firm under the heading "Experts" in the prospectus which is part of the Registration Statement.

/s/ PLANTE & MORAN, PLLC
Cleveland, Ohio
June 6, 2011

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Exhibit 25.1

File No.

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM T-1

STATEMENT OF ELIGIBILITY UNDER THE TRUST INDENTURE ACT OF 1939
OF A CORPORATION DESIGNATED TO ACT AS TRUSTEE

o CHECK IF AN APPLICATION TO DETERMINE ELIGIBILITY OF A TRUSTEE PURSUANT TO SECTION 305(b)(2)

WILMINGTON TRUST FSB
(Exact name of trustee as specified in its charter)

Federal Charter	**52-1877389**
(State of incorporation)	(I.R.S. employer identification no.)

1100 North Market Street
Wilmington, Delaware 19890-0001
(Address of principal executive offices)

Michael A. DiGregorio
Senior Vice President and General Counsel
Wilmington Trust Company
1100 North Market Street
Wilmington, Delaware 19890-0001
(302) 651-8793
(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 **San Diego, California** (Address of principal executive offices)	**92121** (Zip Code)

10% Senior Secured Notes due 2017
Guarantees of 10% Senior Secured Notes due 2017
(Title of the indenture securities)

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(1) SEE TABLE OF ADDITIONAL OBLIGORS

TABLE OF ADDITIONAL OBLIGORS

Exact name of Obligor as specified in its Charter*	State of 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
Charleston Marine Containers, Inc.	Delaware	13-3895313
Dallastown Realty I, LLC	Delaware	13-3891517
Dallastown Realty II, LLC	Delaware	11-3531172
Defense Systems, Incorporated.	Virginia	54-1869791
DEI Services Corporation	Florida	59-3348607
Digital Fusion, Inc.	Delaware	13-3817344
Digital Fusion Solutions, Inc.	Florida	59-3443845
Diversified Security Solutions, Inc.	New York	20-3603298
DTI Associates, Inc.	Virginia	54-1462882
General Microwave Corporation	New York	11-1956350
General Microwave Israel Corporation	Delaware	11-2696835
Gichner Holdings, Inc.	Delaware	26-0537776
Gichner Systems Group, Inc.	Delaware	26-0537748
Gichner Systems International, Inc.	Delaware	13-3506543
Haverstick Consulting, Inc.	Indiana	35-1938389
Haverstick Government Solutions, Inc.	Ohio	61-1340684
Henry Bros. Electronics, Inc.	California	95-3613209
Henry Bros. Electronics, Inc.	Colorado	84-0600621
Henry Bros. Electronics, Inc.	Delaware	22-3690168
Henry Bros. Electronics, Inc.	New Jersey	22-3000080
Henry Bros. Electronics, Inc.	Virginia	54-1549782
Henry Bros. Electronics, LLC	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
Kratos Defense Engineering Solutions, Inc.	Delaware	33-0431023
Kratos Mid-Atlantic, Inc.	Delaware	51-0261462
Kratos Public Safety & Security Solutions, Inc.	Delaware	33-0896808
Kratos Southeast, Inc.	Georgia	58-1885960
Kratos Southwest L.P.	Texas	74-2144182
Kratos Technology & Training Solutions, Inc.	California	95-2467354
Kratos Texas, Inc.	Texas	75-2982611
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
Reality Based IT Services, Ltd.	Maryland	52-2191091
Rocket Support Services, LLC	Indiana	20-5113660
SCT Acquisition, LLC	Delaware	20-1825624
SCT Real Estate, LLC	Delaware	N/A
Shadow I, Inc.	California	51-0569123
Shadow II, Inc.	California	20-3744832
Shadow III, Inc.	California	20-5651555
Stapor Research, Inc.	Virginia	20-1666707
Summit Research Corporation	Alabama	63-1285794
WFI NMC Corp.	Delaware	33-0936782

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

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.

Office of Thrift Supervision
1475 Peachtree Street, N.E.
Atlanta, GA 30309

(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. List below are all exhibits filed as part of this Statement of Eligibility and Qualification.

1. A copy of the Federal Stock Savings Bank Charter for Wilmington Trust FSB, incorporated by reference to Exhibit 1 of Form T-1.

2. The authority of Wilmington Trust FSB to commence business was granted under the Federal Stock Savings Bank Charter for Wilmington Trust FSB, incorporated herein by reference to Exhibit 1 of Form T-1.

3. The authorization to exercise corporate trust powers was granted under the Federal Stock Savings Bank charter, 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 FSB, a federal savings bank, 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 7th day of June, 2011.

WILMINGTON TRUST FSB

By: /s/Jane Schweiger

Name: Jane Schweiger
Title: Vice President

EXHIBIT 1

Charter No. 6012

FEDERAL STOCK SAVINGS BANK CHARTER

WILMINGTON TRUST FSB

As existing on June 10, 1994.

FEDERAL STOCK SAVINGS BANK CHARTER

WILMINGTON TRUST FSB

SECTION 1. *Corporate Title.* The full corporate title of the savings bank is Wilmington Trust FSB.

SECTION 2. *Office.* The home office shall be located in Salisbury, Maryland.

SECTION 3. *Duration.* The duration of the savings bank is perpetual.

SECTION 4. *Purpose and Powers.* The purpose of the savings bank is to pursue any or all of the lawful objectives of a Federal savings bank chartered under Section 5 of the Home Owners' Loan Act and to exercise all of the express, implied, and incidental powers conferred thereby and by all acts amendatory thereof and supplemental thereto, subject to the Constitution and laws of the United States as they are now in effect, or as they may hereafter be amended, and subject to all lawful and applicable rules, regulations, and orders of the Office of Thrift Supervision ("OTS").

SECTION 5. *Capital Stock.* The total number of shares of all classes of the capital stock which the savings bank has the authority to issue is 10,000,000, all of which shall be common stock of par value of $1.00 per share. The shares may be issued from time to time as authorized by the Board of Directors without the approval of its shareholders, except as otherwise provided in this Section 5 or to the extent that such approval is required by governing law, rule, or regulation. The consideration for the issuance of the shares shall be paid in full before their issuance and shall not be less than the par value. Neither promissory notes nor future services shall constitute payment or part payment for the issuance of shares of the savings bank. The consideration for the shares shall be cash, tangible or intangible property (to the extent direct investment in such property would be permitted to the savings bank), labor, or services actually performed for the savings bank, or any combination of the foregoing. In the absence of actual fraud in the transaction, the value of such property, labor, or services, as determined by the Board of Directors of the savings bank, shall be conclusive. Upon payment of such consideration, such shares shall be deemed to be fully paid and nonassessable. In the case of a stock dividend, that part of the surplus of the savings bank which is transferred to stated capital upon the issuance of shares of as a share dividend shall be deemed to be the consideration for their issuance.

Except for shares issuable in connection with the conversion of the savings bank from the mutual to stock form of capitalization, no shares of common stock (including shares issuable upon conversion, exchange, or exercise of other securities) shall be issued, directly or indirectly, to officers, directors, or controlling persons of the savings bank other than as part of a general public offering or as qualifying shares to a director, unless the issuance or the plan under which they would be issued has been approved by a majority of the total votes eligible to be cast at a legal meeting.

The holders of the common stock shall exclusively possess all voting power. Each holder of shares of common stock shall be entitled to one vote for each share held by such holder, except as to the cumulation of votes for the election of directors. Subject to any provision for a liquidation account, in the event of any liquidation, dissolution, or winding up of the savings bank, the holders of the common stock shall be entitled, after payment or provision for payment of all debts and liabilities of the savings bank, to receive the remaining assets of the savings bank available for distribution, in cash or in kind. Each share of common stock shall have the same relative rights as and be identical in all respects with all the other shares of common stock.

SECTION 6. *Preemptive Rights.* Holders of the capital stock of the savings bank shall not be entitled to preemptive rights with respect to any shares of the savings bank which may be issued.

SECTION 7. *Directors.* The savings bank shall be under the direction of a Board of Directors. The authorized number of directors, as stated in the savings bank's bylaws, shall not be fewer than five nor more than fifteen except when a greater number is approved by the OTS.

SECTION 8. *Amendment of Charter.* Except as provided in Section 5, no amendment, addition, alteration, change, or repeal of this charter shall be made, unless such is first proposed by the Board of

Directors of the savings bank, then preliminarily approved by the OTS, which preliminary approval may be granted by the OTS pursuant to regulations specifying preapproved charter amendments, and thereafter approved by the shareholders by a majority of the total votes eligible to be cast at a legal meeting. Any amendment, addition, alteration, change, or repeal so acted upon shall be effective upon filing with the OTS in accordance with regulatory procedures or on such other date as the OTS may specify in its preliminary approval.

EXHIBIT 4

BY-LAWS OF WILMINGTON TRUST FSB

As Amended April 28, 2008

ARTICLE I—HOME OFFICES

The home office of this savings bank shall be at 111 South Calvert Street, Suite 2620, Baltimore, Maryland.

ARTICLE II—SHAREHOLDERS

SECTION 1. ***Place of Meetings.*** All annual and special meetings of shareholders shall be held at the home office of the savings bank or at such other place in or outside the State in which the principal place of business of the savings bank is located as the board of directors may determine.

SECTION 2. ***Annual Meeting.*** A meeting of the shareholders of the savings bank for the election of directors and for the transaction of any other business of the savings bank shall be held annually within 120 days after the end of the savings bank's fiscal year or at such other date and time within at such 120-day period as the board of directors may determine.

SECTION 3. ***Special Meetings.*** Special meetings of the shareholders for any purpose or purposes, unless otherwise prescribed by the regulations of the Office of Thrift Supervision ("OTS"), may be called at any time by the chairman of the board, one of the presidents or a majority of the board of directors, and shall be called by the chairman of the board, one of the presidents, or the secretary upon the written request of the holders of not less than one-tenth of all of the outstanding capital stock of the savings bank entitled to vote at the meeting. Such written request shall state the purpose or purposes of the meeting and shall be delivered to the home office of the savings bank addressed to the chairman of the board, one of the presidents, or the secretary.

SECTION 4. ***Conduct of Meetings.*** The board of directors shall designate, when present, either the chairman of the board or one of the presidents to preside at such meetings.

SECTION 5. ***Notice of Meeting.*** Written notice stating the place, day and hour of the meeting and the purpose(s) for which the meeting is called shall be delivered not fewer than 20 nor more than 50 days before the date of the meeting, either personally or by mail, by or at the direction of the chairman of the board, one of the presidents, the secretary or the directors calling the meeting, to each shareholder of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the mail, addressed to the shareholder at the address as it appears on the stock transfer books or records of the savings bank as of the record date prescribed in Section 6 of this Article II with postage prepaid. When any shareholders' meeting, either annual or special, is adjourned for 30 days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. It shall not be necessary to give any notice of the time or place of any meeting adjourned for less than 30 days or of the business to be transacted at the meeting, other than an announcement at the meeting at which such adjournment is taken.

SECTION 6. ***Fixing of Record Date.*** For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment, or shareholders entitled to receive payment of any dividend, or in order to make a determination of shareholders for any other proper purpose, the board of directors shall fix in advance a date as the record date for any such determination of shareholders. Such date in any case shall be not more than 60 days and, in case of a meeting of shareholders, not fewer than 10 days prior to the date on which the particular action, requiring such determination of shareholders, is to be taken. When a determination of shareholders entitled to vote at any meeting of shareholders has been made as provided in this section, such determination shall apply to any adjournment.

SECTION 7. ***Voting Lists.*** At least 20 days before each meeting of the shareholders, the officer or agent having charge of the stock transfer books for shares of the savings bank shall make a complete list of shareholders entitled to vote at such meeting, or any adjournment, arranged in alphabetical order, with the address and the number of shares held by each. This list of shareholders shall be kept on file at the home office of the savings bank and shall be subject to inspection by any shareholder at any time during usual business hours for a period of 20 days prior to such meeting. Such list also shall be produced and kept open at the time and place of the meeting and shall be subject to inspection by any shareholder during the entire time of the meeting. The original stock transfer book shall constitute *prima facie* evidence of the shareholders entitled to examine such list or transfer books or to vote at any meeting of shareholders.

In lieu of making the shareholder list available for inspection by shareholders as provided in the preceding paragraph, the board of directors may elect to follow the procedures prescribed in §552.6(d) of the OTS's regulations as now or hereafter in effect.

SECTION 8. ***Quorum.*** A majority of the outstanding shares of the savings bank entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of shareholders. If less than a majority of the outstanding shares is represented at a meeting, a majority of the shares so represented may adjourn the meeting from time to time without further notice. At such adjourned meeting at which a quorum is present or represented, any business may be transacted which might have been transacted at the meeting as originally notified. The shareholders present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough shareholders to constitute less than a quorum.

SECTION 9. ***Proxies.*** At all meetings of shareholders, a shareholder may vote by proxy executed in writing by the shareholder or by his duly authorized attorney-in-fact. Proxies solicited on behalf of the management shall be voted as directed by the shareholder or, in the absence of such direction, as determined by a majority of the board of directors. No proxy shall be valid more than eleven months from the date of its execution except for a proxy coupled with an interest.

SECTION 10. ***Voting of Shares in the Name of Two or More Persons.*** When ownership stands in the name of two or more persons, in the absence of written directions to the savings bank to the contrary, at any meeting of the shareholders of the savings bank any one or more of such shareholders may cast, in person or by proxy, all votes to which such ownership is entitled. In the event an attempt is made to cast conflicting votes, in person or by proxy, by the several persons in whose names shares of stock stand, the vote or votes to which those persons are entitled shall be cast as directed by a majority of those holding such and present in person or by proxy at such meeting, but no votes shall be cast for such stock if a majority cannot agree.

SECTION 11. ***Voting of Shares by Certain Holders.*** Shares standing in the name of another corporation may be voted by any officer, agent or proxy as the bylaws of such corporation may prescribe, or, in the absence of such provision, as the board of directors of such corporation may determine. Shares held by an administrator, executor, guardian, or conservator may be voted by him, either in person or by proxy, without a transfer of such shares into his name. Shares standing in the name of a trustee may be voted by him, either in person or by proxy, but no trustee shall be entitled to vote shares held by him without a transfer of such shares into his name. Shares standing in the name of a receiver may be voted by such receiver, and shares held by or under the control of a receiver may be voted by such receiver without the transfer into his name if authority to do so is contained in an appropriate order of the court or other public authority by which such receiver was appointed.

A shareholder whose shares are pledged shall be entitled to vote such shares until the shares have been transferred into the name of the pledgee, and thereafter the pledgee shall be entitled to vote the shares so transferred.

Neither treasury shares of its own stock held by the savings bank nor shares held by another corporation, if a majority of the shares entitled to vote for the election of directors of such other

corporation are held by the savings bank, shall be voted at any meeting or counted in determining the total number of outstanding shares at any given time for purposes of any meeting.

SECTION 12. ***Cumulative Voting.*** Every shareholder entitled to vote at an election for directors shall have the right to vote, in person by proxy, the number of shares owned by the shareholder for as many persons as there are directors to be elected and for whose election the shareholder has a right to vote, or to cumulate the votes by giving one candidate as many votes as the number of such directors to be elected multiplied by the number of shares shall equal or by distributing such votes on the same principle among any number of candidates.

SECTION 13. ***Inspectors of Election.*** In advance of any meeting of shareholders, the board of directors may appoint any persons other than nominees for office as inspectors of election to act at such meeting or any adjournment. The number of inspectors shall be either one or three. Any such appointment shall not be altered at the meeting. If inspectors of election are not so appointed, the chairman of the board or one of the presidents may, or on the request of not fewer than 10 percent of the votes represented at the meeting shall, make such appointment at the meeting. If appointed at the meeting, the majority of the votes present shall determine whether one or three inspectors are to be appointed. In case any person appointed as inspector fails to appear or fails or refuses to act, the vacancy may be filled by appointment by the board of directors in advance of the meeting or at the meeting by the chairman of the board or one of the presidents.

Unless otherwise prescribed by regulations of the OTS, the duties of such inspectors shall include: determining the number of shares and the voting power of each share, the shares represented at the meeting, the existence of a quorum, and the authenticity, validity and effect of proxies; receiving votes, ballots or consents; hearing and determining all challenges and questions in any way arising in connection with the rights to vote; counting and tabulating all votes or consents; determining the result; and such acts as may be proper to conduct the election or vote with fairness to all shareholders.

SECTION 14. ***Director Elections.*** The board of directors may nominate candidates for election as directors. Ballots bearing the names of all persons nominated by the board of directors and by shareholders shall be provided for use at the annual meeting. However, if the board of directors shall fail or refuse to act at least 20 days prior to the annual meeting, nominations for directors may be made at the annual meeting by any shareholder entitled to vote and shall be voted upon.

SECTION 15. ***New Business.*** Any new business to be taken up at the annual meeting shall be stated in writing and filed with the secretary of the savings bank at least five days before the annual meeting, and all business so stated, proposed and filed shall be considered at the annual meeting; but no other proposal shall be acted upon at the annual meeting. Any shareholder may make any other proposal at the annual meeting and the same may be discussed and considered, but unless stated in writing and filed with the secretary at least five days before the meeting, such proposal shall be laid over for action at an adjourned, special or annual meeting of the shareholders taking place 30 days or more thereafter. This provision shall not prevent the consideration and approval or disapproval at the annual meeting of reports of officers, directors, and committees; but in connection with such reports, no new business shall be acted upon at such annual meeting unless stated and filed as herein provided.

SECTION 16. ***Informal Action by Shareholders.*** Any action required to be taken at a meeting of the shareholders, or any other action which may be taken at a meeting of the shareholders, may be taken without a meeting if consent in writing, setting forth the action so taken, shall be given by all shareholders entitled to vote with respect to the subject matter.

ARTICLE III—BOARD OF DIRECTORS

SECTION 1. ***General Powers.*** The business and affairs of this savings bank shall be under the direction of its board of directors. The board of directors shall annually elect a chairman of the board and one or more presidents and shall designate, when present, either the chairman of the board, one of the presidents, an executive vice president, a senior vice president, or a vice president to preside at its meetings.

SECTION 2. ***Number and Term.*** The board of directors shall consist of six members. The directors shall be elected annually, and shall serve for the ensuing year and until their respective successors are duly elected and qualified.

SECTION 3. ***Regular and Special Meetings.*** Regular and special meetings of the board of directors may be called by or at the request of the chairman of the board, one of the presidents or one-third of the directors. The persons authorized to call meetings of the board of directors may fix any place as the place for holding that meeting.

Members of the board of directors may participate in regular or special meetings by means of conference telephone or similar communications equipment by which all persons participating in the meeting can hear each other. Such participation shall constitute presence in person and, if the board of directors so determines, shall constitute attendance for purpose of entitlement to compensation pursuant to Section 11 of this Article.

SECTION 4. ***Qualification.*** Each director shall at all times be the beneficial owner of not less than 100 shares of capital stock of the savings bank unless the savings bank is a wholly owned subsidiary of a holding company.

SECTION 5. ***Notice.*** Written notice of any special meeting shall be given to each director at least two days prior thereto when delivered personally or by telegram or at least five days prior thereto when delivered by mail at the address at which the director is most likely to be reached. Such notice shall be deemed to be delivered when deposited in the mail so addressed, with postage prepaid if mailed or when delivered to the telegraph company if sent by telegram. Any director may waive notice of any meeting by a writing filed with the secretary. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any meeting of the board of directors need to be specified in the notice or waiver of notice of such meeting.

SECTION 6. ***Quorum.*** A majority of the number of directors fixed by Section 2 of this Article III shall constitute a quorum for the transaction of business at any meeting of the board of directors; but if less than such majority is present at a meeting, a majority of the directors present may adjourn the meeting from time to time. Notice of any adjourned meeting shall be given in the same manner as prescribed by Section 5 of this Article III.

SECTION 7. ***Manner of Acting.*** The act of a majority of the directors present at a duly convened meeting at which a quorum is present shall be the act of the board of directors, unless a greater number is prescribed by the regulations of the OTS or these bylaws.

SECTION 8. ***Action Without a Meeting.*** Any action required or permitted to be taken by the board of directors at a meeting may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all of the directors.

SECTION 9. ***Resignation.*** Any director may resign at any time by sending a written notice of such resignation to the home office of the savings bank addressed to the chairman of the board or one of the presidents. Unless otherwise specified, such resignation shall take effect upon receipt by the chairman of the board or one of the presidents. More than three consecutive absences from regular meetings of the board of directors, unless excused by resolution of the board of directors, shall automatically constitute a resignation, effective when such resignation is accepted by the board of directors.

SECTION 10. ***Vacancies.*** Any vacancy on the board of directors may be filled by the affirmative vote of a majority of the remaining directors although less than a quorum of the board of directors. A director elected to fill a vacancy shall be elected to serve until the next election of directors by the shareholders. Any directorship to be filled by reason of an increase in the number of directors for may

be filled by election by the board of directors for a term of office continuing only until the next election of directors by the shareholders.

SECTION 11. ***Compensation.*** Directors, as such, may receive a stated salary for their services. By resolution of the board of directors, a reasonable fixed sum, and reasonable expenses of attendance, if any, may be allowed for attendance, whether in person or by telephone, at any regular or special meeting of the Board of directors.

Members of either standing or special committees may be allowed such compensation for attendance, whether in person or by telephone, at committee meetings as the Board of directors may determine from time to time.

SECTION 12. ***Presumption of Assent.*** A director of the savings bank who is present at a meeting of the board of directors at which action on any savings bank matter is taken shall be presumed to have assented to the action taken unless his dissent or abstention shall be entered into the minutes of the meeting or unless he shall file a written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the secretary of the savings bank within five days after the date a copy of the minutes of the meeting is received. Such right to dissent shall not apply to a director who voted in favor of such action.

SECTION 13. ***Removal of Directors.*** At a meeting of shareholders called expressly for that purpose, any director may be removed for cause by a vote of the holders of a majority of the shares then entitled to vote at an election of directors. If less than the entire board is to be removed, no one of the directors may be removed if the votes cast against the removal would be sufficient to elect a director if then cumulatively voted at an election of the class of directors of which such director is a part. Whenever the holders of the shares of any class are entitled to elect one or more directors by the provisions of the charter or supplemental sections thereto, the provisions of this section shall apply, in respect to the removal of a director or directors so elected, to the vote of the holders of the outstanding shares of that class and not to the vote of the outstanding shares as a whole.

ARTICLE IV—EXECUTIVE AND OTHER COMMITTEES

SECTION 1. ***Appointment.*** The board of directors, by resolution adopted by a majority of the full board, may designate an executive committee. The designation of any committee pursuant to this Article IV and the delegation of authority shall not operate to relieve the board of directors, or any director, of any responsibility imposed by law or regulation.

SECTION 2. ***Authority.*** The executive committee, when the board of directors is not in session, shall have and may exercise all of the authority of the board of directors except to the extent, if any, that such authority shall be limited by the resolution appointing the executive committee; and except also that the executive committee shall not have the authority of the board of directors with reference to: the declaration of dividends; the amendment of the charter or bylaws of the savings bank, or recommending to the stockholders a plan of merger, consolidation or conversion; the sale, lease or other disposition of all or substantially all of the property and assets of the savings bank otherwise than in the usual and regular course of its business; a voluntary dissolution of the savings bank; a revocation of any of the foregoing; or the approval of a transaction in which any member of the executive committee, directly or indirectly, has any material beneficial interest.

SECTION 3. ***Tenure.*** Subject to the provisions of Section 8 of this Article IV, each member of the executive committee shall hold office until the next regular annual meeting of the board of directors following his or her designation and until a successor is designated as a member of the executive committee.

SECTION 4. ***Meetings.*** Regular meetings of the executive committee may be held without notice at such times and places as the executive committee may fix from time to time by resolution. Special meetings of the executive committee may be called by any member thereof upon not less than one

day's notice stating the place, date, and hour of the meeting, which notice may be written or oral. Any member of the executive committee may waive notice of any meeting and no notice of any meeting need be given to any member thereof who attends in person. The notice of a meeting of the executive committee need not state the business proposed to be transacted at the meeting.

SECTION 5. ***Quorum.*** A majority of the members of the executive committee shall constitute a quorum for the transaction of business at any meeting thereof, and action of the Executive committee must be authorized by the affirmative vote of a majority of the members present at a meeting at which a quorum is present.

SECTION 6. ***Action Without a Meeting.*** Any action required or permitted to be taken by the executive committee at a meeting may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the members of the executive committee.

SECTION 7. ***Vacancies.*** Any vacancy in the executive committee may be filled by a resolution adopted by a majority of the full board of directors.

SECTION 8. ***Resignations and Removal.*** Any member of the executive committee may be removed at any time with or without cause by a resolution adopted by a majority of the full board of directors. Any member of the executive committee may resign from the executive committee at any time by giving written notice to the one of the presidents or secretary of the savings bank. Unless otherwise specified, such resignation shall take effect upon its receipt; the acceptance of such resignation shall not be necessary to make it effective.

SECTION 9. ***Procedure.*** The executive committee shall elect a presiding officer from its members and may fix its own rules of procedure which shall not be inconsistent with these bylaws. It shall keep regular minutes of its proceedings and report the same to the board of directors for its information at the meeting held next after the proceedings shall have occurred

SECTION 10. ***Other Committees.*** The board of directors may by resolution establish an audit, loan or other committee composed of directors as they may determine to be necessary or appropriate for the conduct of the business of the savings bank and may prescribe the duties, constitution, and procedures thereof.

ARTICLE V—OFFICERS

SECTION 1. ***Positions.*** The officers of this savings bank shall be one or more presidents, one or more vice presidents, a secretary and a treasurer, each of whom shall be elected by the board of directors. The board of directors may also designate the chairman of the board as an officer. One of the presidents shall be the chief executive officer, unless the board of directors designates the chairman of the board as chief executive officer. The offices of secretary and treasurer may be held by the same person and a vice president may also be either the secretary or the treasurer. The board of directors may designate one or more vice presidents as executive vice president or senior vice president. The board of directors also may elect or authorize the appointment of such other officers as the business of this savings bank may require. The officers shall have such authority and perform such duties as the board of directors may from time to time authorize or determine. In the absence of action by the board of directors, the officers shall have such powers and duties as generally pertain to their respective offices.

SECTION 2. ***Election and Term of Office.*** The officers of this savings bank shall be elected annually at the first meeting of the board of directors held after each annual meeting of the shareholders. If the election of officers is not held at such meeting, such election shall be held as soon thereafter as possible. Each officer shall hold office until a successor has been duly elected and qualified or until the officer's death, resignation, or removal in the manner hereinafter provided. Election or appointment of an officer, employee, or agent shall not of itself create contractual rights. The board of directors may authorize the savings bank to enter into an employment contract with any

officer in accordance with regulations of the OTS; but no such contract shall impair the right of the board of directors to remove any officer at any time in accordance with Section 3 of this Article V.

SECTION 3. ***Removal.*** Any officer may be removed by the board of directors whenever in its judgment the best interests of the savings bank would be served thereby, but such removal, other than for cause, shall be without prejudice to the contractual rights, if any, of the person so removed.

SECTION 4. ***Vacancies.*** A vacancy in any office because of death, resignation, removal, disqualification, or otherwise may be filled by the board of directors for the unexpired portion of the term.

SECTION 5. ***Remuneration.*** The remuneration of the officers shall be fixed from time to time by the board of directors.

ARTICLE VI—CONTRACTS, LOANS, CHECKS AND DEPOSITS

SECTION 1. ***Contracts.*** To the extent permitted by regulations of the OTS, and except as otherwise prescribed by these bylaws with respect to certificates for shares, the board of directors may authorize any officer, employee or agent of the savings bank to enter into any contract or to execute and deliver any instrument in the name of and on behalf of the savings bank. Such authority may be general or confined to specific instances.

SECTION 2. ***Loans.*** No loans shall be contracted on behalf of the savings bank and no evidence of indebtedness shall be issued in its name unless authorized by the board of directors. Such authority may be general or confined to specific instances.

SECTION 3. ***Checks, Drafts, etc.*** All checks, drafts or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the savings bank shall be signed by one or more officers, employees or agents of the savings bank in such manner as shall from time to time be determined by the board of directors.

SECTION 4. ***Deposits.*** All funds of the savings bank not otherwise employed shall be deposited from time to time to the credit of the savings bank in any duly authorized depositories as the board of directors may select.

ARTICLE VII—CERTIFICATES FOR SHARES AND THEIR TRANSFER

SECTION 1. ***Certificates for Shares.*** Certificates representing shares of capital stock of the savings bank shall be in such form as shall be determined by the board of directors and approved by the OTS. Such certificates shall be signed by the chief executive officer or by any other officer of the savings bank authorized by the board of directors, attested by the secretary or an assistant secretary, and sealed with the corporate seal or a facsimile thereof. The signatures of such officers upon a certificate may be facsimiles if the certificate is manually signed on behalf of a transfer agent or a registrar other than the savings bank itself or one of its employees. Each certificate for shares of capital stock shall be consecutively numbered or otherwise identified. The name and address of the person to whom the shares are issued, the number of shares and date of issue, shall be entered on the stock transfer books of the savings bank. All certificates surrendered to the savings bank for transfer shall be canceled and no new certificate shall be issued until the former certificate for a like number of shares has been surrendered and canceled, except that in the case of a lost or destroyed certificate, a new certificate may be issued upon such terms and indemnity to the savings bank as the board of directors may prescribe.

SECTION 2. ***Transfer of Shares.*** Transfer of shares of the capital stock of the savings bank shall be made only on its stock transfer books. Authority for such transfer shall be given only by the holder of record or by his legal representative, who shall furnish proper evidence of such authority, or by his attorney authorized by a duly executed power of attorney and filed with the savings bank. Such transfer shall be made only on surrender for cancellation of the certificate for such shares. The person in whose

name shares of capital stock stand on the books of the savings bank shall be deemed by the savings bank to be the owner for all purposes.

ARTICLE VIII—FISCAL YEAR

The fiscal year of this savings bank shall end on the 31st day of December of each year.

ARTICLE IX—DIVIDENDS

Subject to the terms of the savings bank's charter and the regulations and orders of the OTS, the board of directors may, from time to time, declare, and the savings bank may pay, dividends on its outstanding shares of capital stock.

ARTICLE X—CORPORATE SEAL

The board of directors shall approve a savings bank seal which shall be two concentric circles between which shall be the name of the savings bank. The year of incorporation or an emblem may appear in the center.

ARTICLE XI—AMENDMENTS

These bylaws may be amended in a manner consistent with regulations of the OTS at any time by a majority of the full board of directors or by a majority vote of the votes cast by the stockholders of the savings bank at any legal meeting.

EXHIBIT 6

Section 321(b) Consent

Pursuant to Section 321(b) of the Trust Indenture Act of 1939, as amended, Wilmington Trust FSB 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 FSB

Dated: June 7, 2011

By: /s/ Jane Schweiger

Name: Jane Schweiger
Title: Vice President

EXHIBIT 7

This form is intended to assist state nonmember banks and savings banks with state publication requirements. It has not been approved by any state banking authorities. Refer to your appropriate state banking authorities for your state publication requirements.

REPORT OF CONDITION

WILMINGTON TRUST FSB	of	Wilmington
Name of Bank		City

in the State of Delaware, at the close of business on March 31, 2011:

ASSETS	**Thousands of Dollars**
Cash, Deposits & Investment Securities:	1,192,582
Mortgage back Securities:	1,074
Mortgage Loans:	512,298
Non-Mortgage Loans:	403,480
Repossessed Assets:	5,036
Federal Home Loan Bank Stock	6,008
Office Premises and Equipment:	16,137
Other Assets:	161,761
Total Assets:	**2,298,376**

LIABILITIES	**Thousands of Dollars**
Deposits	1,869,259
Escrows	705
Federal Funds Purchased and Securities Sold Under Agreements to Repurchase	10,597
Other Liabilities and Deferred Income:	155,192
Total Liabilities	**2,035,753**

EQUITY CAPITAL	**Thousands of Dollars**
Common Stock	299,529
Unrealized Gains (Losses) on Certain Securities	(33)
Retained Earnings	(36,873)
Other Components of Equity Capital	0
Total Equity Capital	262,623
Total Liabilities and Equity Capital	**2,298,376**

QuickLinks

QuickLinks -- Click here to rapidly navigate through this document

EXHIBIT 99.1

KRATOS DEFENSE & SECURITY SOLUTIONS, INC.

LETTER OF TRANSMITTAL

OFFER TO EXCHANGE

**$285,000,000 AGGREGATE PRINCIPAL AMOUNT OF 10% SENIOR SECURED NOTES DUE 2017,
WHICH HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED,
FOR ANY AND ALL OF ITS OUTSTANDING 10% SENIOR SECURED NOTES DUE 2017 WHICH HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED**

THE EXCHANGE OFFER WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON , 2011 (THE "EXPIRATION DATE") UNLESS THE OFFER IS EXTENDED. TENDERS MAY BE WITHDRAWN PRIOR TO 5:00 P.M., NEW YORK CITY TIME, ON , 2011.

The Exchange Agent for the Exchange Offer is:

WILMINGTON TRUST FSB

*By Regular Mail, Registered Certified Mail,
Overnight Courier or Hand Delivery:*

Wilmington Trust FSB
c/o Wilmington Trust Company
Rodney Square North
1100 North Market Street
Wilmington, DE 19890-1626

*By Facsimile Transmission
(eligible institutions only):*

(302) 636-4139, Attention: Sam Hamed

*For Information or Confirmation by
Telephone:*
(302) 636-6181

DELIVERY OF THIS LETTER OF TRANSMITTAL TO AN ADDRESS OTHER THAN AS SET FORTH ABOVE, OR TRANSMISSION OF THIS LETTER OF TRANSMITTAL VIA FACSIMILE TRANSMISSION TO A NUMBER OTHER THAN AS SET FORTH ABOVE WILL NOT CONSTITUTE A VALID DELIVERY. THE INSTRUCTIONS ACCOMPANYING THIS LETTER OF TRANSMITTAL SHOULD BE READ CAREFULLY BEFORE THIS LETTER OF TRANSMITTAL IS COMPLETED.

This Letter of Transmittal is being furnished by Kratos Defense & Security Solutions, Inc., a Delaware corporation (the "Issuer"), and certain of the Issuer's subsidiaries (each, a "Guarantor" and, collectively, the "Guarantors"), in connection with its offer to exchange its $285,000,000 aggregate principal amount 10% Senior Secured Notes due 2017 (the "Exchange Notes"), which have been registered under the Securities Act of 1933, as amended (the "Securities Act"), for any and all of its outstanding 10% Senior Secured Notes due 2017 which have not been registered under the Securities Act (the "Original Notes"). The Issuer has prepared and delivered to holders of the Original Notes a prospectus, dated , 2011 (as it may be amended or supplemented from time to time, the "Prospectus"). The Prospectus and this letter of transmittal (this "Letter of Transmittal") together constitute the Issuer's offer (the "Exchange Offer").

The Original Notes are guaranteed (the "Old Guarantees") by the Guarantors and the Exchange Notes will be guaranteed (the "New Guarantees") by the Guarantors. Under the terms and subject to

the conditions set forth in the Prospectus and this Letter of Transmittal, the Guarantors offer to issue the New Guarantees with respect to all Exchange Notes issued in the Exchange Offer in exchange for the Old Guarantees of the Original Notes for which such Exchange Notes are issued in the Exchange Offer. Throughout this Letter of Transmittal, unless the context otherwise requires and whether so expressed or not, references to the "Exchange Notes" include the Guarantors' offer to exchange the New Guarantees for the Old Guarantees, references to the "Exchange Notes" include the related New Guarantees and references to the "Original Notes" include the related Old Guarantees.

Holders of Original Notes should complete this Letter of Transmittal either if Original Notes are to be forwarded herewith or if tenders of Original Notes are to be made by book-entry transfer to an account maintained by the Exchange Agent at the book-entry transfer facility specified by the holder pursuant to the procedures set forth in "The Exchange Offer—Procedures for Tendering" in the Prospectus and an "Agent's Message" (as defined below) is not delivered. If tender is being made by book-entry transfer, the holder must have an Agent's Message delivered in lieu of this Letter of Transmittal.

Holders of Original Notes whose certificates for such Original Notes are not immediately available or who cannot deliver their certificates and all other required documents to the Exchange Agent on or prior to the Expiration Date or who cannot complete the procedures for book-entry transfer on a timely basis must tender their Original Notes according to the guaranteed delivery procedures set forth in "The Exchange Offer—Guaranteed Delivery Procedures" in the Prospectus.

Unless the context otherwise requires, the term "holder" for purposes of this Letter of Transmittal means any person in whose name Original Notes are registered or any other person who has obtained a properly completed bond power from the registered holder or any person whose Original Notes are held of record by The Depository Trust Company ("DTC").

For each Original Note accepted for exchange, the holder of such Original Note will receive an Exchange Note having a principal amount equal to that of the surrendered Original Note. The Exchange Notes will bear interest at a rate of 10% per annum from, and including, June 1, 2011. Interest on the Exchange Notes will be payable semiannually in arrears on December 1 and June 1 of each year, beginning on December 1, 2011. The Exchange Notes will mature on June 1, 2017. The terms of the Exchange Notes are substantially identical to the terms of the Original Notes, except that the Exchange Notes have been registered under the Securities Act and are free of any obligation regarding registration.

Capitalized terms used but not defined herein shall have the same meaning given them in the Prospectus.

YOUR BANK OR BROKER CAN ASSIST YOU IN COMPLETING THIS FORM. THE INSTRUCTIONS INCLUDED WITH THIS LETTER OF TRANSMITTAL MUST BE FOLLOWED. QUESTIONS AND REQUESTS FOR ASSISTANCE OR FOR ADDITIONAL COPIES OF THE PROSPECTUS AND THIS LETTER OF TRANSMITTAL MAY BE DIRECTED TO THE EXCHANGE AGENT, WHOSE ADDRESS AND TELEPHONE NUMBER APPEAR ON THE FRONT PAGE OF THIS LETTER OF TRANSMITTAL.

TREASURY DEPARTMENT CIRCULAR 230

TO ENSURE COMPLIANCE WITH TREASURY DEPARTMENT CIRCULAR 230, EACH PERSON RECEIVING THIS LETTER OF TRANSMITTAL IS HEREBY NOTIFIED THAT: (A) ANY DISCUSSION OF FEDERAL TAX ISSUES IN THIS LETTER OF TRANSMITTAL IS NOT INTENDED OR WRITTEN TO BE RELIED UPON, AND CANNOT BE RELIED UPON, BY HOLDERS FOR THE PURPOSE OF AVOIDING PENALTIES THAT MAY BE IMPOSED ON HOLDERS UNDER THE INTERNAL REVENUE CODE OF 1986, AS AMENDED; (B) SUCH DISCUSSION IS INCLUDED HEREIN BY US IN CONNECTION WITH THE PROMOTION OR MARKETING OF THE EXCHANGE OFFER; AND (C) TENDERING HOLDERS SHOULD SEEK ADVICE BASED ON THEIR PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISOR.

The undersigned has completed the appropriate boxes below and signed this Letter of Transmittal to indicate the action that the undersigned desires to take with respect to the Exchange Offer.

PLEASE READ THE ENTIRE LETTER OF TRANSMITTAL AND THE PROSPECTUS CAREFULLY BEFORE CHECKING ANY BOX BELOW.

List below the Original Notes to which this Letter of Transmittal relates. If the space provided below is inadequate, the certificate numbers and aggregate principal amounts of Original Notes should be listed on a separate signed schedule affixed hereto.

All Tendering Holders Complete Box 1*:

Description of Original Notes Tendered Herewith

Name(s) and Address(es) of Registered Holder(s)	Certificate or Registration Number(s) of Original Notes**	Aggregate Principal Amount Represented by Original Notes	Aggregate Principal Amount of Original Notes Being Tendered***

* If the space provided is inadequate, list the certificate numbers and principal amount of Original Notes on a separate signed schedule and attach the list to this Letter of Transmittal.

** Need not be completed by book-entry holders.

*** The minimum permitted tender is $2,000 in principal amount. All tenders must be in the amount of $2,000 or in integral multiples of $1,000 in excess thereof. Unless otherwise indicated in this column, the holder will be deemed to have tendered the full aggregate principal amount represented by such Original Notes. See instruction 2.

Box 2
Book-Entry Transfer

o **CHECK HERE IF TENDERED ORIGINAL NOTES ARE BEING DELIVERED BY BOOK-ENTRY TRANSFER MADE TO THE ACCOUNT MAINTAINED BY THE EXCHANGE AGENT AND COMPLETE THE FOLLOWING:**

Name of Tendering Institution: _____

Account Number: _____

Transaction Code Number: _____

Holders of Original Notes that are tendering by book-entry transfer to the Exchange Agent's account at DTC can execute the tender through DTC's Automated Tender Offer Program ("ATOP"), for which the transaction will be eligible. DTC participants that are accepting the Exchange Offer must transmit their acceptances to DTC, which will verify the acceptance and execute a book-entry delivery to the Exchange Agent's account at DTC. DTC will then send a computer-generated message (an "Agent's Message") to the Exchange Agent for its acceptance in which the holder of the Original Notes acknowledges and agrees to be bound by the terms of, and makes the representations and warranties contained in, this Letter of Transmittal, and the DTC participant confirms on behalf of itself and the beneficial owners of such Original Notes all provisions of this Letter of Transmittal (including any representations and warranties) applicable to it and such beneficial owner as fully as if it had completed the information required herein and executed and transmitted this Letter of Transmittal to the Exchange Agent. Each DTC participant transmitting an acceptance of the Exchange Offer through the ATOP procedures will be deemed to have agreed to be bound by the terms of this Letter of Transmittal. Delivery of an Agent's Message by DTC will satisfy the terms of the Exchange Offer as to execution and delivery of a Letter of Transmittal by the participant identified in the Agent's Message. DTC participants may also accept the Exchange Offer by submitting a Notice of Guaranteed Delivery through ATOP.

Box 3
Notice of Guaranteed Delivery
(See Instruction 1 below)

o CHECK HERE IF TENDERED ORIGINAL NOTES ARE BEING DELIVERED PURSUANT TO A NOTICE OF GUARANTEED DELIVERY PREVIOUSLY SENT TO THE EXCHANGE AGENT AND COMPLETE THE FOLLOWING:

Name(s) of Registered Holder(s): _____

Window Ticket Number (if any): _____

Name of Eligible Guarantor Institution that Guaranteed Delivery: _____

Date of Execution of Notice of Guaranteed Delivery: _____

IF GUARANTEED DELIVERY IS TO BE MADE BY BOOK-ENTRY TRANSFER:

Name of Tendering Institution: _____

Account Number: _____

Transaction Code Number: _____

Box 4
Return of Non-Exchanged Original Notes
Tendered by Book-Entry Transfer

o CHECK HERE IF ORIGINAL NOTES TENDERED BY BOOK-ENTRY TRANSFER AND NON-EXCHANGED ORIGINAL NOTES ARE TO BE RETURNED BY CREDITING THE ACCOUNT NUMBER SET FORTH ABOVE.

Box 5
Participating Broker-Dealer

o CHECK HERE IF YOU ARE A BROKER-DEALER WHO ACQUIRED THE ORIGINAL NOTES FOR YOUR OWN ACCOUNT AS A RESULT OF MARKET-MAKING OR OTHER TRADING ACTIVITIES AND WISH TO RECEIVE 10 ADDITIONAL COPIES OF THE PROSPECTUS AND OF ANY AMENDMENTS OR SUPPLEMENTS THERETO.

Name: _____

Address: _____

If the undersigned is not a broker-dealer, the undersigned represents that it is acquiring the Exchange Notes in the ordinary course of business and has no arrangement or understanding with any person to participate in a distribution of the Exchange Notes. If the undersigned is a broker-dealer that will receive Exchange Notes for its own account in exchange for Original Notes that were acquired as a result of market-making activities or other trading activities, it acknowledges that it will deliver a prospectus meeting the requirements of the Securities Act in connection with any resale or transfer of such Exchange Notes; however, by so acknowledging and by delivering a prospectus, the undersigned will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act. A broker-dealer may not participate in the Exchange Offer with respect to Original Notes acquired other than as a result of market-making activities or other trading activities. Any broker-dealer who purchased Original Notes from the Issuer to resell pursuant to Rule 144A under the Securities Act or any other available exemption under the Securities Act must comply with the registration and prospectus delivery requirements under the Securities Act.

Box 6
SPECIAL REGISTRATION INSTRUCTIONS
(See Instructions 4 and 5)

To be completed ONLY if certificates for the Original Notes are not tendered and/or certificates for the Exchange Notes are to be issued in the name of someone other than the registered holder(s) of the Original Notes whose name(s) appear(s) above.

Issue: o Original Notes not tendered to:
o Exchange Notes to:

Name(s):

_____

(Please Print or Type)

Address:

_____

_____

(Include Zip Code)

Daytime Area Code and Telephone Number.

_____

Taxpayer Identification or Social Security Number:

_____

Box 7
SPECIAL DELIVERY INSTRUCTIONS
(See Instructions 4 and 5)

To be completed ONLY if certificates for the Original Notes not tendered and/or certificates for the Exchange Notes are to be sent in the name of someone other than the registered holder(s) of the Original Notes whose name(s) appear(s) above.

Issue: o Original Notes not tendered to:
o Exchange Notes to:

Name(s):

_____

(Please Print or Type)

Address:

_____

_____

(Include Zip Code)

Daytime Area Code and Telephone Number.

_____

Taxpayer Identification or Social Security Number:

_____

NOTE: SIGNATURES MUST BE PROVIDED BELOW.

PLEASE READ THE ACCOMPANYING INSTRUCTIONS CAREFULLY.

Ladies and Gentlemen:

Upon the terms and subject to the conditions of the Exchange Offer, the undersigned hereby tenders to the Issuer the aggregate principal amount of the Original Notes indicated above. Subject to, and effective upon, the acceptance for exchange of all or any portion of the Original Notes tendered herewith in accordance with the terms and conditions of the Exchange Offer (including, if the Exchange Offer is extended or amended, the terms and conditions of any such extension or amendment), the undersigned hereby exchanges, assigns and transfers to, or upon the order of, the Issuer all right, title and interest in and to such Original Notes as are being tendered herewith.

The undersigned hereby irrevocably constitutes and appoints the Exchange Agent as its true and lawful agent and attorney-in-fact of the undersigned (with full knowledge that the Exchange Agent also acts as the agent of the Issuer in connection with the Exchange Offer) with respect to the tendered Original Notes, with full power of substitution and resubstitution (such power of attorney being deemed an irrevocable power coupled with an interest) to (1) deliver certificates representing such Original Notes, or transfer ownership of such Original Notes on the account books maintained by the book-entry transfer facility specified by the holder(s) of the Original Notes, together, in each such case, with all accompanying evidences of transfer and authenticity to, or upon the order of, the Issuer, (2) present and deliver such Original Notes for transfer on the books of the Issuer and (3) receive all benefits or otherwise exercise all rights and incidents of beneficial ownership of such Original Notes, all in accordance with the terms of the Exchange Offer.

The undersigned hereby represents and warrants that (a) the undersigned has full power and authority to tender, exchange, assign and transfer the Original Notes tendered hereby, (b) when such tendered Original Notes are accepted for exchange, the Issuer will acquire good and unencumbered title thereto, free and clear of all liens, restrictions, charges and encumbrances and (c) the Original Notes tendered for exchange are not subject to any adverse claims or proxies when accepted by the Issuer. The undersigned hereby further represents that (a) any Exchange Notes acquired in exchange for Original Notes tendered hereby will have been acquired in the ordinary course of business of the person receiving such Exchange Notes, whether or not such person is the undersigned, (b) neither the holder of such Original Notes nor any such other person, at the time of the commencement and consummation of the Exchange Offer, has entered into any arrangement or understanding with any person to participate in the distribution (within the meaning of the Securities Act) of the Exchange Notes in violation of the provisions of the Securities Act, (c) if the holder or any such other person is an "affiliate" of the Issuer within the meaning of Rule 405 of the Securities Act, it will comply with the registration and prospectus delivery requirements of the Securities Act to the extent applicable to it, (d) if the holder or any such other person is not a broker-dealer, it is not engaged in, and does not intend to engage in, the distribution of the Exchange Notes, and (e) the undersigned is not acting on behalf of any persons or entities who cannot truthfully make the foregoing representations. If the undersigned is a broker-dealer, the undersigned makes the representations to the Issuer that are described in the immediately following paragraph. If the undersigned is a person in the United Kingdom, the undersigned represents that its ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business.

The undersigned also acknowledges that the Exchange Offer is being made based on the Issuer's understanding of interpretations of the staff of the Securities and Exchange Commission (the "SEC") contained in *Exxon Capital Holdings Corp.*, SEC no-action letter (available May 13, 1988), *Morgan Stanley & Co. Inc.*, SEC no-action letter (available June 5, 1991) and *Shearman & Sterling*, SEC no-action letter (available July 2, 1993), or similar no-action letters, that the Exchange Notes issued in exchange for the Original Notes pursuant to the Exchange Offer may be offered for resale, resold and

otherwise transferred by each holder thereof (other than a broker-dealer who acquires such Exchange Notes directly from the Issuer for resale pursuant to Rule 144A under the Securities Act or any other available exemption under the Securities Act or any such holder that is an affiliate of the Issuer or an affiliate of any Guarantor within the meaning of Rule 405 of the Securities Act), without compliance with the registration and prospectus delivery provisions of the Securities Act, provided that such Exchange Notes are acquired in the ordinary course of such holder's business and such holder is not engaged in, and does not intend to engage in, a distribution of such Exchange Notes and has no arrangement or understanding with any person to participate in a distribution of such Exchange Notes. If a holder of the Original Notes is an affiliate of the Issuer or an affiliate of any Guarantor, is not acquiring the Exchange Notes in the ordinary course of its business, is engaged in or intends to engage in a distribution of the Exchange Notes or has any arrangement or understanding with respect to the distribution of the Exchange Notes to be acquired pursuant to the Exchange Offer, such holder (x) may not rely on the applicable interpretations of the staff of the SEC and (y) in the absence of an exception from the position stated immediately above, must comply with the registration and prospectus delivery requirements of the Securities Act in connection with any resale of the Exchange Notes. If the undersigned is a broker-dealer that will receive the Exchange Notes for its own account in exchange for the Original Notes, it represents that the Original Notes to be exchanged for the Exchange Notes were acquired by it as a result of market-making activities or other trading activities and acknowledges that it will deliver a Prospectus in connection with any resale or transfer of such Exchange Notes; provided, however, that by so acknowledging and by delivering a Prospectus, the undersigned will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act.

The undersigned will, upon request, execute and deliver any additional documents deemed by the Issuer or the Exchange Agent to be necessary or desirable to complete the exchange, assignment and transfer of the tendered Original Notes or transfer ownership of such Original Notes on the account books maintained by the book-entry transfer facility. The undersigned further agrees that acceptance of any and all validly tendered Original Notes by the Issuer and the issuance of Exchange Notes in exchange therefor shall constitute performance in full by the Issuer of its obligations with respect to the undersigned under the Registration Rights Agreement dated March 25, 2011, among the Issuer, Acquisition Co. Lanza Parent, a Delaware corporation (which, as of April 4, 2011, merged with and into the Issuer), the guarantor named therein and Jefferies & Company, Inc., Keybanc Capital Markets Inc. and Oppenheimer & Co. Inc. (the "Registration Rights Agreement"), and that the Issuer shall have no further obligations or liabilities thereunder with respect to the undersigned except as provided in Section 8 (indemnification) of such agreement. The undersigned will comply with its obligations under the Registration Rights Agreement.

The Exchange Offer is subject to certain conditions as set forth in the Prospectus under the caption "The Exchange Offer—Conditions." The undersigned recognizes that as a result of these conditions (which may be waived, in whole or in part, by the Issuer), as more particularly set forth in the Prospectus, the Issuer may not be required to exchange any of the Original Notes tendered hereby and, in such event, the Original Notes not exchanged will be returned to the undersigned at the address shown above, promptly following the expiration or termination of the Exchange Offer. In addition, the Issuer may amend the Exchange Offer at any time prior to the Expiration Date if any of the conditions set forth under "The Exchange Offer—Conditions" occur.

All authority herein conferred or agreed to be conferred in this Letter of Transmittal shall survive the death or incapacity of the undersigned and every obligation of the undersigned hereunder shall be binding upon the successors, assigns, heirs, administrators, trustees in bankruptcy and legal representatives of the undersigned. Tendered Original Notes may be withdrawn at any time prior to the Expiration Date in accordance with the procedures set forth in the terms of this Letter of Transmittal.

Unless otherwise indicated herein in the box entitled "Special Registration Instructions," please deliver the Exchange Notes (and, if applicable, substitute certificates representing the Original Notes

for any Original Notes not exchanged) in the name of the undersigned or, in the case of a book-entry delivery of the Original Notes, please credit the account indicated above. Similarly, unless otherwise indicated under the box entitled "Special Delivery Instructions," please send the Exchange Notes (and, if applicable, substitute certificates representing the Original Notes for any Original Notes not exchanged) to the undersigned at the address shown above in the box entitled "Description of Original Notes Tendered Herewith."

THE UNDERSIGNED, BY COMPLETING THE BOX ENTITLED "DESCRIPTION OF ORIGINAL NOTES TENDERED HEREWITH" ABOVE AND SIGNING THIS LETTER, WILL BE DEEMED TO HAVE TENDERED THE ORIGINAL NOTES AS SET FORTH IN SUCH BOX.

Box 8
TENDERING HOLDER(S) SIGN HERE
(Complete accompanying Substitute Form W-9)

Must be signed by the registered holder(s) (which term, for the purposes described herein, shall include the book-entry transfer facility whose name appears on a security listing as the owner of the Original Notes) of the Original Notes exactly as their name(s) appear(s) on the Original Notes hereby tendered or by any person(s) authorized to become the registered holder(s) by properly completed bond powers or endorsements and documents transmitted herewith. If signature is by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation or other person acting in a fiduciary or representative capacity, please set forth the full title of such person. See Instruction 4.

_____

(Signature(s) of Holder(s))

Date: _____

Name(s): _____

(Please Type or Print)

Capacity (full title): _____

Address: _____

(Include Zip Code)

Daytime Area Code and Telephone Number: _____

Taxpayer Identification or Social Security Number: _____

GUARANTEE OF SIGNATURE(S)
(If Required—See Instruction 4)

Authorized Signature: _____

Date: _____

Name: _____

Title: _____

Name of Firm: _____

Address of Firm: _____

(Include Zip Code)

Area Code and Telephone Number:

Taxpayer Identification or Social Security Number:

INSTRUCTIONS
FORMING PART OF THE TERMS AND CONDITIONS OF THE EXCHANGE OFFER

Please do not send certificates for Original Notes directly to the Issuer. Your certificates for Original Notes, together with your signed and completed Letter of Transmittal and any required supporting documents, should be mailed or otherwise delivered to the Exchange Agent at the address set forth on the first page hereof. The method of delivery of Original Notes, this Letter of Transmittal and all other required documents is at your sole option and risk and the delivery will be deemed made only when actually received by the Exchange Agent. If delivery is by mail, registered mail with return receipt requested, properly insured, or overnight or hand delivery service is recommended. In all cases, sufficient time should be allowed to ensure timely delivery.

1. Delivery of this Letter of Transmittal and Certificates; Guaranteed Delivery Procedures.

A holder of Original Notes (which term, for the purposes described herein, shall include the book-entry transfer facility whose name appears on a security listing as the owner of the Original Notes) may tender the same by (i) properly completing and signing this Letter of Transmittal or a facsimile hereof (all references in the Prospectus to the Letter of Transmittal shall be deemed to include a facsimile thereof) and delivering the same, together with the certificate or certificates, if applicable, representing the Original Notes being tendered and any required signature guarantees and any other documents required by this Letter of Transmittal, to the Exchange Agent at its address set forth above on or prior to the Expiration Date, (ii) complying with the procedure for book-entry transfer described below or (iii) complying with the guaranteed delivery procedures described below.

Holders who wish to tender their Original Notes and (i) whose Original Notes are not immediately available or (ii) who cannot deliver their Original Notes, this Letter of Transmittal and all other required documents to the Exchange Agent on or prior to the Expiration Date or (iii) who cannot comply with the book-entry transfer procedures on a timely basis, must tender their Original Notes pursuant to the guaranteed delivery procedure set forth in "The Exchange Offer—Guaranteed Delivery Procedures" in the Prospectus and by completing Box 3. Holders may tender their Original Notes if: (i) the tender is made by or through an Eligible Guarantor Institution (as defined below); (ii) the Exchange Agent receives (by facsimile transmission, mail or hand delivery), on or prior to the Expiration Date, a properly completed and duly executed Notice of Guaranteed Delivery in the form provided with this Letter of Transmittal that (a) sets forth the name and address of the holder of Original Notes, if applicable, the certificate number(s) of the Original Notes to be tendered and the principal amount of Original Notes tendered; (b) states that the tender is being made thereby; and (c) guarantees that, within three New York Stock Exchange trading days after the Expiration Date, this Letter of Transmittal, or a facsimile thereof, together with the Original Notes or a book-entry confirmation, and any other documents required by this Letter of Transmittal, will be deposited by the Eligible Guarantor Institution with the Exchange Agent; or (iii) the Exchange Agent receives a properly completed and executed Letter of Transmittal, or facsimile thereof and the certificate(s) representing all tendered Original Notes in proper form or a confirmation of book-entry transfer of the Original Notes into the Exchange Agent's account at the appropriate book-entry transfer facility and all other documents required by this Letter of Transmittal within three New York Stock Exchange trading days after the Expiration Date.

Any Holder who wishes to tender Original Notes pursuant to the guaranteed delivery procedures described above must ensure that the Exchange Agent receives the Notice of Guaranteed Delivery relating to such Original Notes prior to the Expiration Date. Failure to complete the guaranteed delivery procedures outlined above will not, of itself, affect the validity or effect a revocation of any Letter of Transmittal form properly completed and executed by a holder who attempted to use the guaranteed delivery procedures.

No alternative, conditional, irregular or contingent tenders will be accepted. Each tendering holder, by execution of this Letter of Transmittal (or facsimile thereof), shall waive any right to receive notice of the acceptance of the Original Notes for exchange.

2. Partial Tenders; Withdrawals.

Tenders of Original Notes will be accepted only in the principal amount of $2,000 and integral multiples of $1,000 in excess thereof. If less than the entire principal amount of Original Notes evidenced by a submitted certificate is tendered, the tendering holder(s) must fill in the aggregate principal amount of Original Notes tendered in the column entitled "Description of Original Notes Tendered Herewith" in Box 1 above. A newly issued certificate for the Original Notes submitted but not tendered will be sent to such holder promptly after the Expiration Date, unless otherwise provided in the appropriate box on this Letter of Transmittal. All Original Notes delivered to the Exchange Agent will be deemed to have been tendered in full unless otherwise clearly indicated. Original Notes tendered pursuant to the Exchange Offer may be withdrawn at any time prior to the Expiration Date, after which tenders of Original Notes are irrevocable.

To be effective with respect to the tender of Original Notes, a written notice of withdrawal (which may be by telegram, telex, facsimile or letter) must: (i) be received by the Exchange Agent at the address for the Exchange Agent set forth above before the Issuer notifies the Exchange Agent that it has accepted the tender of Original Notes pursuant to the Exchange Offer; (ii) specify the name of the person who tendered the Original Notes to be withdrawn; (iii) identify the Original Notes to be withdrawn (including the principal amount of such Original Notes, or, if applicable, the certificate numbers shown on the particular certificates evidencing such Original Notes and the principal amount of Original Notes represented by such certificates); (iv) include a statement that such holder is withdrawing its election to have such Original Notes exchanged; (v) specify the name in which any such Original Notes are to be registered, if different from that of the withdrawing holder; and (vi) be signed by the holder in the same manner as the original signature on this Letter of Transmittal (including any required signature guarantee). The Exchange Agent will return the properly withdrawn Original Notes promptly following receipt of notice of withdrawal. If Original Notes have been tendered pursuant to the procedure for book-entry transfer, any notice of withdrawal must specify the name and number of the account at the book-entry transfer facility to be credited with the withdrawn Original Notes or otherwise comply with the book-entry transfer facility's procedures. All questions as to the validity, form and eligibility of notices of withdrawals, including time of receipt, will be determined by the Issuer, and such determination will be final and binding on all parties.

Any Original Notes so withdrawn will be deemed not to have been validly tendered for exchange for purposes of the Exchange Offer. Any Original Notes which have been tendered for exchange but which are not accepted for exchange for any reason will be returned to the holder thereof without cost to such holder (or, in the case of Original Notes tendered by book-entry transfer into the Exchange Agent's account at the book entry transfer facility pursuant to the book-entry transfer procedures described above, such Original Notes will be credited to an account with such book-entry transfer facility specified by the holder) promptly after withdrawal, rejection of tender or termination of the Exchange Offer. Properly withdrawn Original Notes may be retendered by following one of the procedures described under the caption "The Exchange Offer—Procedures for Tendering" in the Prospectus at any time prior to the Expiration Date.

Neither the Issuer, any affiliate or assigns of the Issuer, the Exchange Agent nor any other person will be under any duty to give any notification of any irregularities in any notice of withdrawal or incur any liability for failure to give such notification (even if such notice is given to other persons).

3. Beneficial Owner Instructions.

Only a holder of Original Notes (i.e., a person in whose name Original Notes are registered on the books of the registrar or, in the case of Original Notes held through book-entry, such book-entry transfer facility specified by the holder), or the legal representative or attorney-in-fact of a holder, may execute and deliver this Letter of Transmittal. Any beneficial owner of Original Notes who wishes to accept the Exchange Offer must arrange promptly for the appropriate holder to execute and deliver this Letter of Transmittal on his or her behalf through the execution and delivery to the appropriate holder of the "Instructions to Registered Holder from Beneficial Owner" form accompanying this Letter of Transmittal.

4. Signature on this Letter of Transmittal; Written Instruments and Endorsements; Guarantee of Signatures.

If this Letter of Transmittal is signed by the registered holder(s) (which term, for the purposes described herein, shall include the book-entry transfer facility whose name appears on a security listing as the owner of the Original Notes) of the Original Notes tendered hereby, the signature must correspond exactly with the name(s) as written on the face of the certificates (or on such security listing) without alteration, addition, enlargement or any change whatsoever.

If any of the Original Notes tendered hereby are owned of record by two or more joint owners, all such owners must sign this Letter of Transmittal.

If a number of Original Notes registered in different names are tendered, it will be necessary to complete, sign and submit as many separate copies of this Letter of Transmittal (or facsimiles thereof) as there are different registrations of Original Notes.

When this Letter of Transmittal is signed by the registered holder(s) of Original Notes (which term, for the purposes described herein, shall include the book-entry transfer facility whose name appears on a security listing as the owner of the Original Notes) listed and tendered hereby, no endorsements of certificates or separate written instruments of transfer or exchange are required. If, however, this Letter of Transmittal is signed by a person other than the registered holder(s) of the Original Notes listed or the Exchange Notes are to be issued, or any untendered Original Notes are to be reissued, to a person other than the registered holder(s) of the Original Notes, such Original Notes must be endorsed or accompanied by separate written instruments of transfer or exchange in form satisfactory to the Issuer and duly executed by the registered holder, in each case signed exactly as the name or names of the registered holder(s) appear(s) on the Original Notes and the signatures on such certificates must be guaranteed by an Eligible Guarantor Institution. If this Letter of Transmittal, any certificates or separate written instruments of transfer or exchange are signed by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity, such persons should so indicate when signing, and, unless waived by the Issuer, submit proper evidence satisfactory to the Issuer, in their sole discretion, of such persons' authority to so act.

Endorsements on certificates for the Original Notes or signatures on bond powers required by this Instruction 4 must be guaranteed by a member firm of a registered national securities exchange or of the National Association of Securities Dealers, Inc., a commercial bank or trust company having an office or correspondent in the United States or another "eligible guarantor institution" within the meaning of Rule 17Ad-15 under the Securities Exchange Act of 1934, as amended (an "Eligible Guarantor Institution").

Signatures on this Letter of Transmittal must be guaranteed by an Eligible Guarantor Institution, unless Original Notes are tendered: (i) by a registered holder (which term, for the purposes described herein, shall include the book-entry transfer facility whose name appears on a security listing as the owner of the Original Notes) who has not completed the box entitled "Special Registration Instructions" or "Special Delivery Instructions" on this Letter of Transmittal; or (ii) for the account of an Eligible Guarantor Institution.

5. Special Registration and Delivery Instructions.

Tendering holders should indicate, in the applicable Box 6 or Box 7, the name and address in/to which the Exchange Notes and/or certificates for Original Notes not exchanged are to be issued or sent, if different from the name(s) and address(es) of the person signing this Letter of Transmittal. In the case of issuance in a different name, the tax identification number or social security number of the person named must also be indicated. A holder tendering the Original Notes by book-entry transfer may request that the Original Notes not exchanged be credited to such account maintained at the book-entry transfer facility as such holder may designate. See Box 4.

If no such instructions are given, the Exchange Notes (and any Original Notes not tendered or not accepted) will be issued in the name of and sent to the holder signing this Letter of Transmittal or deposited into such holder's account at the applicable book-entry transfer facility.

6. Transfer Taxes.

The Issuer shall pay all transfer taxes, if any, applicable to the transfer and exchange of the Original Notes for the Exchange Notes pursuant to the Exchange Offer. If, however, the Exchange Notes are delivered to or issued in the name of a person other than the registered holder, or if a transfer tax is imposed for any reason other than the transfer and exchange of Original Notes to the Issuer or their order pursuant to the Exchange Offer, the amount of any such transfer taxes (whether imposed on the registered holder or any other person) will be payable by the tendering holder. If satisfactory evidence of payment of such taxes or exemption therefrom is not submitted herewith the amount of such transfer taxes will be billed directly to such tendering holder.

Except as provided in this Instruction 6, it will not be necessary for transfer tax stamps to be affixed to the Original Notes listed in this Letter of Transmittal.

7. Waiver of Conditions.

The Issuer reserves the absolute right to waive, in whole or in part, any of the conditions to the Exchange Offer set forth in the Prospectus.

8. Mutilated, Lost, Stolen or Destroyed Securities.

Any holder whose Original Notes have been mutilated, lost, stolen or destroyed, should promptly contact the Exchange Agent at the address set forth on the first page hereof for further instructions. The holder will then be instructed as to the steps that must be taken in order to replace the certificate(s). This Letter of Transmittal and related documents cannot be processed until the procedures for replacing lost, destroyed or stolen certificate(s) have been completed.

9. No Conditional Tenders; No Notice of Irregularities.

No alternative, conditional, irregular or contingent tenders will be accepted. All tendering holders, by execution of this Letter of Transmittal, shall waive any right to receive notice of the acceptance of their Original Notes for exchange. The Issuer reserves the right, in its reasonable judgment, to waive any defects, irregularities or conditions of tender as to particular Original Notes. The Issuer's interpretation of the terms and conditions of the Exchange Offer (including the instructions in this Letter of Transmittal) will be final and binding on all parties. Unless waived, any defects or irregularities in connection with tenders of Original Notes must be cured within such time as the Issuer shall determine. Although the Issuer intends to notify holders of defects or irregularities with respect to tenders of Original Notes, neither the Issuer, the Exchange Agent nor any other person is under any obligation to give such notice nor shall they incur any liability for failure to give such notification. Tenders of Original Notes will not be deemed to have been made until such defects or irregularities

have been cured or waived. Any Original Notes received by the Exchange Agent that are not properly tendered and as to which the defects or irregularities have not been cured or waived will be returned by the Exchange Agent to the tendering holder promptly following the Expiration Date.

10. Requests for Assistance or Additional Copies.

Questions relating to the procedure for tendering, as well as requests for additional copies of the Prospectus and this Letter of Transmittal, may be directed to the Exchange Agent at the address and telephone number set forth on the first page hereof.

IMPORTANT: THIS LETTER OF TRANSMITTAL OR A FACSIMILE OR COPY THEREOF (TOGETHER WITH CERTIFICATES OF ORIGINAL NOTES OR CONFIRMATION OF BOOK-ENTRY TRANSFER AND ALL OTHER REQUIRED DOCUMENTS) OR A NOTICE OF GUARANTEED DELIVERY MUST BE RECEIVED BY THE EXCHANGE AGENT ON OR PRIOR TO THE EXPIRATION DATE.

IMPORTANT TAX INFORMATION

Under U.S. federal income tax law, a tendering holder whose Original Notes are accepted for exchange may be subject to backup withholding unless the holder provides the Exchange Agent with either (i) such holder's correct taxpayer identification number ("TIN") on the Substitute Form W-9 attached hereto, certifying (A) that the TIN provided on Substitute Form W-9 is correct (or that such holder of Original Notes is awaiting a TIN), (B) that the holder of Original Notes is not subject to backup withholding because (x) such holder of Original Notes is exempt from backup withholding, (y) such holder of Original Notes has not been notified by the Internal Revenue Service that he or she is subject to backup withholding as a result of a failure to report all interest or dividends or (z) the Internal Revenue Service has notified the holder of Original Notes that he or she is no longer subject to backup withholding and (C) that the holder of Original Notes is a U.S. Person (as defined below)(including a U.S. resident alien); or (ii) an adequate basis for exemption from backup withholding. If such holder of Original Notes is an individual, the TIN is such holder's social security number. If the Exchange Agent is not provided with the correct TIN, the holder of Original Notes may also be subject to certain penalties imposed by the Internal Revenue Service and any payments that are made to such holder may be subject to backup withholding (see below).

Certain holders of Original Notes (including, among others, all corporations and certain non-U.S. Persons) are not subject to these backup withholding and reporting requirements. However, exempt U.S. Persons who are holders of Original Notes should indicate their exempt status on the Substitute Form W-9. For example, a corporation should complete the Substitute Form W-9, providing its TIN and indicating that it is exempt from backup withholding. In order for a non-U.S. Person to qualify as an exempt recipient, the holder must submit a Form W-8BEN, signed under penalties of perjury, attesting to that person's exempt status. A Form W-8BEN can be obtained from the Exchange Agent. See the enclosed "Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9" for more instructions. Holders are encouraged to consult their own tax advisors to determine whether they are exempt from these backup withholding and reporting requirements.

If backup withholding applies, the Exchange Agent is required to withhold 28% of any payments made to the holder of Original Notes or other payee. Backup withholding is not an additional tax. Rather, the tax liability of persons subject to backup withholding will be reduced by the amount of tax withheld. If withholding results in an overpayment of taxes, a refund may be obtained from the Internal Revenue Service, provided the required information is furnished. The Exchange Agent cannot refund amounts withheld by reason of backup withholding.

A holder who does not have a TIN may check the box in Part 3 of the Substitute Form W-9 if the surrendering holder of Original Notes has not been issued a TIN and has applied for a TIN or intends

to apply for a TIN in the near future. If the box in Part 3 is checked, the holder of Original Notes or other payee must also complete the Certificate of Awaiting Taxpayer Identification Number below in order to avoid backup withholding. Notwithstanding that the box in Part 3 is checked and the Certificate of Awaiting Taxpayer Identification Number is completed, the Exchange Agent will withhold 28% of all payments made prior to the time a properly certified TIN is provided to the Exchange Agent and, if the Exchange Agent is not provided with a TIN within 60 days, such amounts will be paid over to the Internal Revenue Service. The holder of Original Notes is required to give the Exchange Agent the TIN (e.g., social security number or employer identification number) of the record owner of the Original Notes. If the Original Notes are in more than one name or are not in the name of the actual owner, consult the enclosed "Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9" for additional guidance on which number to report.

PAYER'S NAME: WILMINGTON TRUST FSB
SUBSTITUTE FORM W-9
REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: o Individual/Sole proprietor o C Corporation o S Corporation o Partnership o Limited liability company. Enter the tax classification (D=disregarded entity, C=C corporation, S=S corporation, P=partnership): o Other (see guidelines):	o Exempt payee
Address (number, street, and apt. or suite no.)	
City, state, and ZIP code	

PART I—TAXPAYER IDENTIFICATION NUMBER (TIN)

Enter your TIN in the box to the right. The TIN provided must match the name given above to avoid backup withholding. For individuals, this is your social security number (SSN).
However, for a resident alien, sole proprietor, or disregarded entity, see the enclosed Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9 (the "Guidelines"). For other entities, it is your employer identification number (EIN). If you do not have a number, see "How to get a TIN" in the Guidelines.

Social security number

Note. If the account is in more than one name, see the chart in the Guidelines for guidelines on whose number to enter.

OR

Employer identification number

PART II—CERTIFICATION

Under penalties of perjury, I certify that:

(1) The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued for me), and

(2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

(3) I am a U.S. citizen or other U.S. person (defined in the Guidelines).

CERTIFICATION INSTRUCTIONS. You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

Signature of U.S. person _____ Date _____

NOTE: FAILURE TO COMPLETE AND RETURN THIS FORM MAY RESULT IN A $50 PENALTY IMPOSED BY THE INTERNAL REVENUE SERVICE AND BACKUP WITHHOLDING (CURRENTLY AT A 28% RATE) ON ANY PAYMENTS MADE TO YOU. PLEASE REVIEW THE ENCLOSED GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9 FOR ADDITIONAL DETAILS.

NON-U.S. HOLDERS: IN LIEU OF COMPLETING THE SUBSTITUTE FORM W-9, EACH NON-U.S. HOLDER MUST SUBMIT THE APPLICABLE IRS FORM W-8 (SEE IMPORTANT TAX INFORMATION).

GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9

Guidelines for Determining the Proper Identification Number to Give the Payer

Social Security numbers (SSNs) have nine digits separated by two hyphens: i.e. 000-00-0000. Employer identification numbers (EINs) have nine digits separated by only one hyphen: i.e. 00-0000000. The table below will help determine the number to give the payer.

For this type of account:	Give the name and SSN of:	For this type of account:	Give the name and EIN of:
1. Individual	The individual	7. Disregarded entity not owned by an individual	The owner
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account(1)	8. A valid trust, estate or pension trust	Legal entity(4)
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor(2)	9. Corporate or LLC electing corporate status on Form 8832	The corporation
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee(1)	10. Association, club, religious, charitable, educational or other tax-exempt organization	The organization
b. So-called trust account that is not a legal or valid trust under state law	The actual owner(1)	11. Partnership or multi-member LLC	The partnership
5. Sole proprietorship or disregarded entity owned by an individual	The owner(3)	12. A broker or registered nominee	The broker or nominee
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Treas. Reg. section 1.671-4(b)(2)(i)(A))	The grantor	13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district or person) that receives agricultural program payments	The public entity
		14. Grantor trust filing under Optional Form 1099 Filing Method 2 (see Treas. Reg. section 1.671-4(b)(2)(i)(A))	The trust

(1) List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished

(2) Circle the minor's name and furnish the minor's SSN.

(3) You must show your individual name and you may also enter your business or "doing business as" name on the second name line. You may use either your SSN or EIN (if you have one), but the Internal Revenue Service (IRS) encourages you to use your SSN.

(4) List first and circle the name of the trust, estate or pension trust. (Do not furnish the taxpayer identification number (TIN) of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct TIN to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Use the Substitute Form W-9 only if you are a U.S. person (including a resident alien) to provide your correct TIN to Wilmington Trust FSB (the requester) and, when applicable, to (1) certify that the TIN you are giving is correct (or you are waiting for a number to be issued), (2) certify that you are not subject to backup withholding, or (3) claim exemption from backup withholding if you are a U.S. exempt payee.

Definition of a U.S. Person

For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in U.S. Treasury regulations section 301.7701-7).

Foreign Person

If you are a foreign person, do not use the Substitute Form W-9. Instead, use the appropriate IRS Form W-8 (see IRS Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident Alien Individuals Who Become Resident Aliens

If you are a resident alien individual who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to the Substitute Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

What is Backup Withholding?

Persons making certain payments to you must under certain conditions withhold and pay to the IRS a certain percentage (currently 28%) of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions under "Part II—Certification" below for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate IRS Instructions for the Requester of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of U.S. federal law, the requester may be subject to civil and criminal penalties.

SPECIFIC INSTRUCTIONS

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for C corporation, "S" for S corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under U.S. Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Payments of interest and dividends may be exempt from backup withholding if made to an exempt payee other than exempt payee in category (9), below. Payments for broker transactions may be exempt from backup withholding if made to exempt payees in categories (1) through (5) and (7) through (13) and C corporations, below, or to a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker. Payments for barter exchange transactions and patronage dividends may be exempt from backup withholding if made to exempt payees in categories (1) through (5), below. Payments over $600 required to be reported and direct sales over $5,000 generally may be exempt if made to exempt payees in categories (1) through (7), below. Unless otherwise indicated, all "section" references below are to sections of the Internal Revenue Code of 1986, as amended (the "Code").

The following is a list of payees exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

Part I—Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see "How to get a TIN" below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see "Limited liability company (LLC)" above), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart above for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use IRS Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or IRS Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get IRS Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate IRS Form W-8.*

Part II—Certification

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees see "Exempt Payee" above.

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out Item 2 in the certification before signing the form.

Privacy Act Notice

Section 6109 of the Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt,

or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. The IRS may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold currently 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply.

FOR ADDITIONAL INFORMATION CONTACT YOUR TAX CONSULTANT OR THE IRS.

QuickLinks

EXHIBIT 99.2

KRATOS DEFENSE AND SECURITY SOLUTIONS, INC.

NOTICE OF GUARANTEED DELIVERY

OFFER TO EXCHANGE

$285,000,000 AGGREGATE PRINCIPAL AMOUNT OF 10% SENIOR SECURED NOTES DUE 2017, WHICH HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, FOR ANY AND ALL OF ITS OUTSTANDING 10% SENIOR SECURED NOTES DUE 2017 WHICH HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED

This form, or one substantially equivalent hereto, must be used to accept the Exchange Offer made by Kratos Defense & Security Solutions, Inc., a Delaware corporation (the "Issuer"), and the Guarantors, pursuant to the Prospectus, dated , 2011 (as the same may be amended or supplemented from time to time, the "Prospectus"), and the enclosed Letter of Transmittal (the "Letter of Transmittal"), if the certificates for the Original Notes are not immediately available or if the procedure for book-entry transfer cannot be completed on a timely basis or time will not permit all required documents to reach Wilmington Trust FSB (the "Exchange Agent") prior to 5:00 P.M., New York City time, on the Expiration Date of the Exchange Offer. Such form may be delivered or transmitted by facsimile transmission, mail or hand delivery to, and must be received by, the Exchange Agent as set forth below. In addition, in order to utilize the guaranteed delivery procedures to tender the Original Notes pursuant to the Exchange Offer, a completed, signed and dated Letter of Transmittal (or facsimile thereof) must also be received by the Exchange Agent prior to 5:00 P.M., New York City time, on the Expiration Date of the Exchange Offer. Capitalized terms not defined herein have the meanings ascribed to them in the Letter of Transmittal.

The Exchange Agent for the Exchange Offer is:

WILMINGTON TRUST FSB

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

By Facsimile Transmission (eligible institutions only):
(302) 636-4139, Attention: Sam Hamed

For Information or Confirmation by Telephone:
(302) 636-6181

DELIVERY OF THIS NOTICE OF GUARANTEED DELIVERY TO AN ADDRESS OTHER THAN AS SET FORTH ABOVE, OR TRANSMISSION OF THIS NOTICE OF GUARANTEED DELIVERY VIA FACSIMILE TO A NUMBER OTHER THAN AS SET FORTH ABOVE WILL NOT CONSTITUTE A VALID DELIVERY.

This Notice of Guaranteed Delivery is not to be used to guarantee signatures. If a signature on a Letter of Transmittal is required to be guaranteed by an eligible guarantor institution (as defined in the Prospectus), such signature guarantee must appear in the applicable space in Box 8 provided on the Letter of Transmittal for Guarantee of Signatures.

Ladies and Gentlemen:

Upon the terms and subject to the conditions set forth in the Prospectus and the accompanying Letter of Transmittal, receipt of which is hereby acknowledged, the undersigned hereby tenders to the Issuer the principal amount of Original Notes indicated below, pursuant to the guaranteed delivery procedures described in "The Exchange Offer—Guaranteed Delivery Procedures" section of the Prospectus.

Certificate Number(s) (if known) of Original Notes or Account Number at Book-Entry Transfer Facility	Aggregate Principal Amount Represented by Original Notes	Aggregate Principal Amount of Original Notes Being Tendered

PLEASE COMPLETE AND SIGN

All authority conferred or agreed to be conferred by this Notice of Guaranteed Delivery shall survive the death or incapacity of the undersigned and the undersigned's obligations under this Notice of Guaranteed Delivery shall be binding upon the undersigned's heirs, personal representatives, executors, administrators, successors, assigns, trustees in bankruptcy and other legal representatives.

_____

(Signature(s) of Record Holder(s))

_____

(Please Type or Print Name(s) of Record Holder(s))

_____

(Capacity of Signatory, if signature is by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation or other person acting in a fiduciary or representative capacity. See Instruction 2 below.)

Date: _____, 2011

Address: _____

(Zip Code)

_____

(Daytime Area Code and Telephone No.)

o Check this Box if the Original Notes will be delivered by book-entry transfer to The Depository Trust Company.

Account Number: _____

THE ACCOMPANYING GUARANTEE MUST BE COMPLETED.

GUARANTEE OF DELIVERY
(Not to be used for signature guarantee)

The undersigned, a member of a recognized signature medallion program or an "eligible guarantor institution," as such term is defined in Rule 17Ad-15 under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), hereby (a) represents that the above person(s) "own(s)" the Original Notes tendered hereby within the meaning of Rule 14e-4(b)(2) under the Exchange Act, (b) represents that the tender of those Original Notes complies with Rule 14e-4 under the Exchange Act and (c) guarantees to deliver to the Exchange Agent, at its address set forth in the Notice of Guaranteed Delivery, the certificates representing all tendered Original Notes, in proper form for transfer, or a book-entry confirmation (a confirmation of a book-entry transfer of the Original Notes into the Exchange Agent's account at The Depository Trust Company), together with a properly completed and duly executed Letter of Transmittal (or facsimile thereof), with any required signature guarantees, and any other documents required by the Letter of Transmittal within three New York Stock Exchange trading days after the Expiration Date.

Name of Firm: _____

(Authorized Signature)

Address: _____

(Zip Code)

Area Code and Tel. No.: _____

Name: _____

(Please Type or Print)

Title: _____

Date: _____ , 2011

NOTE: DO NOT SEND ORIGINAL NOTES WITH THIS NOTICE OF GUARANTEED DELIVERY. ORIGINAL NOTES SHOULD BE SENT WITH YOUR LETTER OF TRANSMITTAL.

INSTRUCTIONS FOR NOTICE OF GUARANTEED DELIVERY

1. Delivery of this Notice of Guaranteed Delivery.

A properly completed and duly executed copy of this Notice of Guaranteed Delivery and any other documents required by this Notice of Guaranteed Delivery must be received by the Exchange Agent at its address set forth on the cover page hereof prior to the Expiration Date of the Exchange Offer. The method of delivery of this Notice of Guaranteed Delivery and any other required documents to the Exchange Agent is at the election and risk of the holders and the delivery will be deemed made only when actually received by the Exchange Agent. Instead of delivery by mail, it is recommended that the holders use an overnight or hand delivery service, properly insured. If such delivery is by mail, it is recommended that the holders use properly insured, registered mail with return receipt requested. In all cases, sufficient time should be allowed to assure timely delivery. For a description of the guaranteed delivery procedure, see Instruction 1 of the Letter of Transmittal. No notice of Guaranteed Delivery should be sent to the Issuer.

2. Signatures on this Notice of Guaranteed Delivery.

If this Notice of Guaranteed Delivery is signed by the registered holder(s) of the Original Notes referred to herein, the signatures must correspond with the name(s) written on the face of the Original Notes without alteration, addition, enlargement or any change whatsoever. If this Notice of Guaranteed Delivery is signed by a person other than the registered holder(s) of any Original Notes listed, this Notice of Guaranteed Delivery must be accompanied by appropriate bond powers, signed as the name of the registered holder(s) appear(s) on the Original Notes without alteration, addition, enlargement or any change whatsoever. If this Notice of Guaranteed Delivery is signed by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation or other person acting in a fiduciary or representative capacity, such person should so indicate when signing and, unless waived by the Issuer, evidence satisfactory to the Issuer of its authority so to act must be submitted with this Notice of Guaranteed Delivery.

3. Questions and Requests for Assistance or Additional Copies.

Questions and requests for assistance and requests for additional copies of the Prospectus may be directed to the Exchange Agent at the address set forth on the cover hereof. Holders may also contact their broker, dealer, commercial bank, trust company or other nominee for assistance concerning the Exchange Offer.

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EXHIBIT 99.3

KRATOS DEFENSE & SECURITY SOLUTIONS, INC.

LETTER TO REGISTERED HOLDERS AND DEPOSITORY TRUST COMPANY PARTICIPANTS

OFFER TO EXCHANGE

$285,000,000 AGGREGATE PRINCIPAL AMOUNT OF 10% SENIOR SECURED NOTES DUE 2017, WHICH HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, FOR ANY AND ALL OF ITS OUTSTANDING 10% SENIOR SECURED NOTES DUE 2017 WHICH HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED

To Registered Holders and Depository Trust Company Participants:

Enclosed are the materials listed below relating to the offer by Kratos Defense & Security Solutions, Inc., a Delaware corporation (the "Issuer"), to exchange its new 10% Senior Secured Notes due 2017 (the "Exchange Notes"), pursuant to an offering registered under the Securities Act of 1933, as amended (the "Securities Act"), for a like principal amount of its issued and outstanding 10% Senior Secured Notes due 2017 which have not been registered under the Securities Act (the "Original Notes") upon the terms and subject to the conditions set forth in the accompanying Prospectus, dated , 2011 (as the same may be amended or supplemented from time to time, the "Prospectus"), and the related Letter of Transmittal (which together constitute the "Exchange Offer").

Capitalized terms used herein and not defined herein shall have the meanings assigned to them in the Prospectus.

Enclosed herewith are copies of the following documents:

1. Prospectus dated , 2011;

2. Letter of Transmittal;

3. Notice of Guaranteed Delivery; and

4. Letter which may be sent to your clients ("Letter to Clients") for whose accounts you hold Original Notes registered in your name or in the name of your nominee, with an instruction form provided for obtaining such clients' instructions with regard to the Exchange Offer.

We urge you to contact your clients promptly. Please note that the Exchange Offer will expire at 5:00 p.m., New York City time, on , 2011, unless extended. Tendered Original Notes may be withdrawn at any time prior to 5:00 p.m., New York City time, on the Expiration Date.

The Exchange Offer is not conditioned upon any minimum number of Original Notes being tendered, except that Original Notes may be tendered only in denominations of $2,000 and integral multiples of $1,000 in excess thereof.

Pursuant to the Letter of Transmittal, each holder of Original Notes shall represent to the Issuer that (i) any Exchange Notes received by it will be acquired in the ordinary course of its business, (ii) at the time of the commencement and consummation of the Exchange Offer the holder has not entered into any arrangement or understanding with any person to participate in the distribution (within the meaning of the Securities Act) of the Exchange Notes in violation of the provisions of the Securities Act, (iii) if the holder is an "affiliate" of the Issuer within the meaning of Rule 405 of the Securities Act, it will comply with the registration and prospectus delivery requirements of the Securities Act to the extent applicable to it and (iv) if the holder is not a broker-dealer, it is not engaged in, and does not intend to engage in, the distribution of the Exchange Notes. If the holder is a broker-dealer, the holder shall make the representations to the Issuer that are described in the immediately following paragraph. If the holder is a person in the United Kingdom, the holder represents that its ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business.

The Exchange Offer is being made based on the our understanding of interpretations of the staff of the Securities and Exchange Commission (the "SEC") contained in Exxon Capital Holdings Corp., SEC no-action letter (available May 13, 1988), Morgan Stanley & Co. Inc., SEC no-action letter (available June 5, 1991) and Shearman & Sterling, SEC no-action letter (available July 2, 1993), or similar no-action letters, that the Exchange Notes issued in exchange for the Original Notes pursuant to the Exchange Offer may be offered for resale, resold and otherwise transferred by each holder thereof (other than a broker-dealer who acquires such Exchange Notes directly from the Issuer for resale pursuant to Rule 144A under the Securities Act or any other available exemption under the Securities Act or any such holder that is an affiliate of the Issuer or an affiliate of any Guarantor within the meaning of Rule 405 of the Securities Act), without compliance with the registration and prospectus delivery provisions of the Securities Act, provided that such Exchange Notes are acquired in the ordinary course of such holder's business and such holder is not engaged in, and does not intend to engage in, a distribution of such Exchange Notes and has no arrangement or understanding with any person to participate in a distribution of such Exchange Notes. If a holder of the Original Notes is an affiliate of the Issuer or an affiliate of any Guarantor, is not acquiring the Exchange Notes in the ordinary course of its business, is engaged in or intends to engage in a distribution of the Exchange Notes or has any arrangement or understanding with respect to the distribution of the Exchange Notes to be acquired pursuant to the Exchange Offer, such holder (x) may not rely on the applicable interpretations of the staff of the SEC and (y) in the absence of an exception from the position stated immediately above, must comply with the registration and prospectus delivery requirements of the Securities Act in connection with any resale of the Exchange Notes. If the holder is a broker-dealer that will receive the Exchange Notes for its own account in exchange for the Original Notes, it shall represent to the Issuer that the Original Notes to be exchanged for the Exchange Notes were acquired by it as a result of market-making activities or other trading activities and acknowledges that it will deliver a Prospectus in connection with any resale or transfer of such Exchange Notes; provided, however, that by so acknowledging and by delivering a Prospectus, such holder will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act.

Notwithstanding any other provisions of the Exchange Offer, or any extension of the Exchange Offer, the Issuer will not be required to accept for exchange, or to exchange any Exchange Notes for, any Original Notes and may terminate the Exchange Offer (whether or not any Original Notes have been accepted for exchange) or may waive any conditions to or amend the Exchange Offer, if any of the conditions described in the Prospectus under "The Exchange Offer—Conditions" have occurred or exist or have not been satisfied.

The Issuer will not pay any fee or commission to any broker or dealer or to any other persons (other than the Exchange Agent) in connection with the solicitation of tenders of Original Notes pursuant to the Exchange Offer. The Issuer will pay or cause to be paid any transfer taxes payable on the transfer of Original Notes to it, except as otherwise provided in Instruction 6 of the enclosed Letter of Transmittal.

The Exchange Offer provides a procedure for holders to tender the Original Notes by means of guaranteed delivery.

Additional copies of the enclosed material may be obtained from the Exchange Agent at its address and telephone number set forth on the Letter of Transmittal.

Very truly yours,

Kratos Defense & Security Solutions, Inc.

NOTHING CONTAINED HEREIN OR IN THE ENCLOSED DOCUMENTS SHALL CONSTITUTE YOU THE AGENT OF KRATOS DEFENSE & SECURITY SOLUTIONS, INC. OR WILMINGTON TRUST FSB OR AUTHORIZE YOU TO USE ANY DOCUMENT OR MAKE ANY STATEMENT ON THEIR BEHALF IN CONNECTION WITH THE EXCHANGE OFFER OTHER THAN THE DOCUMENTS ENCLOSED HEREWITH AND THE STATEMENTS CONTAINED THEREIN.

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EXHIBIT 99.4

KRATOS DEFENSE & SECURITY SOLUTIONS, INC.

FORM OF LETTER TO CLIENTS

OFFER TO EXCHANGE

$285,000,000 AGGREGATE PRINCIPAL AMOUNT OF 10% SENIOR SECURED NOTES DUE 2017, WHICH HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, FOR ANY AND ALL OF ITS OUTSTANDING 10% SENIOR SECURED NOTES DUE 2017 WHICH HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED

To Our Clients:

Enclosed is a Prospectus, dated , 2011 (as the same may be amended or supplemented from time to time, the "Prospectus"), of Kratos Defense & Security Solutions, Inc., a Delaware corporation (the "Issuer"), and a related Letter of Transmittal (which together constitute the "Exchange Offer") relating to the offer by the Issuer to exchange its new 10% Senior Secured Notes due 2017 (the "Exchange Notes") registered under the Securities Act of 1933, as amended (the "Securities Act"), for a like principal amount of its issued and outstanding 10% Senior Secured Notes due 2017 which have not been registered under the Securities Act (the "Original Notes") upon the terms and subject to the conditions set forth in the Exchange Offer.

Please note that the Exchange Offer will expire at 5:00 p.m., New York City time, on , 2011, unless extended (the "Expiration Date").

The Exchange Offer is not conditioned upon any minimum number of Original Notes being tendered, except that Original Notes may be tendered only in denominations of $2,000 and integral multiples of $1,000 in excess thereof.

We are the holder of record and/or participant in the book-entry transfer facility of Original Notes held by us for your account. A tender of such Original Notes can be made only by us as the record holder and/or participant in the book-entry transfer facility and pursuant to your instructions. The Letter of Transmittal is furnished to you for your information only and cannot be used by you to tender Original Notes held by us for your account.

We request instructions as to whether you wish to tender any or all of the Original Notes held by us for your account pursuant to the terms and conditions of the Exchange Offer. We also request that you confirm that we may, on your behalf, make the representations contained in the Letter of Transmittal.

Pursuant to the Letter of Transmittal, the undersigned hereby represents that (i) any Exchange Notes acquired in exchange for Original Notes tendered hereby will have been acquired in the ordinary course of business of the person receiving such Exchange Notes, whether or not such person is the undersigned, (ii) neither the holder of such Original Notes nor any such other person, at the time of the commencement and consummation of the Exchange Offer, has entered into any arrangement or understanding with any person to participate in the distribution (within the meaning of the Securities Act) of the Exchange Notes in violation of the provisions of the Securities Act, (iii) if the holder or any such other person is an "affiliate" of the Issuer within the meaning of Rule 405 of the Securities Act, it will comply with the registration and prospectus delivery requirements of the Securities Act to the extent applicable to it, (iv) if the holder or any such other person is not a broker-dealer, it is not engaged in, and does not intend to engage in, the distribution of the Exchange Notes, and (v) the undersigned is not acting on behalf of any persons or entities who cannot truthfully make the foregoing representations. If the undersigned is a broker-dealer, the undersigned makes the representations to the Issuer that are described in the immediately following paragraph. If the undersigned is a person in the United Kingdom, the undersigned represents that its ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business.

The undersigned also acknowledges that the Exchange Offer is being made based on the Issuer's understanding of interpretations of the staff of the Securities and Exchange Commission (the "SEC") contained in *Exxon Capital Holdings Corp.*, SEC no-action letter (available May 13, 1988), *Morgan Stanley & Co. Inc.*, SEC no-action letter (available June 5, 1991) and *Shearman & Sterling*, SEC no-action letter (available July 2, 1993), or similar no-action letters, that the Exchange Notes issued in exchange for the Original Notes pursuant to the Exchange Offer may be offered for resale, resold and otherwise transferred by each holder thereof (other than a broker-dealer who acquires such Exchange Notes directly from the Issuer for resale pursuant to Rule 144A under the Securities Act or any other available exemption under the Securities Act or any such holder that is an affiliate of the Issuer or an affiliate of any Guarantor within the meaning of Rule 405 of the Securities Act), without compliance with the registration and prospectus delivery provisions of the Securities Act, provided that such Exchange Notes are acquired in the ordinary course of such holder's business and such holder is not engaged in, and does not intend to engage in, a distribution of such Exchange Notes and has no arrangement or understanding with any person to participate in a distribution of such Exchange Notes. If a holder of the Original Notes is an affiliate of the Issuer or an affiliate of any Guarantor, is not acquiring the Exchange Notes in the ordinary course of its business, is engaged in or intends to engage in a distribution of the Exchange Notes or has any arrangement or understanding with respect to the distribution of the Exchange Notes to be acquired pursuant to the Exchange Offer, such holder (x) may not rely on the applicable interpretations of the staff of the SEC and (y) in the absence of an exception from the position stated immediately above, must comply with the registration and prospectus delivery requirements of the Securities Act in connection with any resale of the Exchange Notes. If the undersigned is a broker-dealer that will receive the Exchange Notes for its own account in exchange for the Original Notes, it represents that the Original Notes to be exchanged for the Exchange Notes were acquired by it as a result of market-making activities or other trading activities and acknowledges that it will deliver a Prospectus in connection with any resale or transfer of such Exchange Notes; provided, however, that by so acknowledging and by delivering a Prospectus, the undersigned will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act.

In addition, your attention is directed to the following:

1. Exchange Notes will be issued in the same aggregate principal amount as Original Notes accepted in the Exchange Offer. You may instruct us to tender some or all of your Original Notes in the Exchange Offer.

2. The forms and terms of the Exchange Notes are the same in all material respects as the forms and terms of the Original Notes (which they replace), except that the Exchange Notes have been registered under the Securities Act.

3. The Exchange Offer will expire at 5:00 p.m., New York City time on , 2011, unless extended. Tenders of Original Notes may be withdrawn at any time prior to 5:00 p.m., New York City time on the Expiration Date.

4. Notwithstanding any other provisions of the Exchange Offer, or any extension of the Exchange Offer, the Issuer will not be required to accept for exchange, or to exchange any Exchange Notes for, any Original Notes and may terminate the Exchange Offer (whether or not any Original Notes have been accepted for exchange) or may waive any conditions to or amend the Exchange Offer, if any of the conditions described in the Prospectus under "The Exchange Offer—Conditions" have occurred or exist or have not been satisfied.

5. Any transfer taxes applicable to the exchange of Original Notes pursuant to the Exchange Offer will be paid by the Issuer, except as otherwise provided in Instruction 6 of the Letter of Transmittal.

6. If you wish to tender any or all of your Original Notes, we must receive your instructions in ample time to permit us to effect a valid tender on your behalf on or prior to the Expiration Date.

If you wish to have us tender any or all of your Original Notes held by us for your account upon the terms set forth in the Prospectus and Letter of Transmittal, please so instruct us by completing, executing and returning to us the instruction form below. If you authorize the tender of your Original Notes, all such Original Notes will be tendered unless otherwise specified in your instructions below. YOUR INSTRUCTIONS SHOULD BE FORWARDED TO US IN AMPLE TIME TO PERMIT US TO SUBMIT A TENDER ON YOUR BEHALF ON OR PRIOR TO THE EXPIRATION DATE.

The Exchange Offer is not being made to (nor will tenders of Original Notes be accepted from or on behalf of) holders of Original Notes in any jurisdiction in which the making or acceptance of the Exchange Offer would not be in compliance with the laws of such jurisdiction. However, the Issuer, in its sole discretion, may take such action as it may deem necessary to make the Exchange Offer in any such jurisdiction, and may extend the Exchange Offer to holders of Original Notes in such jurisdiction.

INSTRUCTIONS WITH RESPECT TO THE EXCHANGE OFFER

The undersigned hereby acknowledge(s) receipt of your letter and the enclosed materials referred to therein relating to the Exchange Offer made by Kratos Defense & Security Solutions, Inc. with respect to its Original Notes.

This will instruct you, the registered holder and/or book-entry transfer facility participant, as to the action to be taken by you relating to the Exchange Offer with respect to the Original Notes held by you for the account of the undersigned.

The aggregate face amount of the Original Notes held by you for the account of the undersigned is (fill in amount):

$ _____

With respect to the Exchange Offer, the undersigned hereby instructs you (check appropriate box):

o To TENDER the following Original Notes held by you for the account of the undersigned (insert principal amount of Original Notes to be tendered, if any):

$ _____

o NOT to TENDER any Original Notes held by you for the account of the undersigned.

If the undersigned instructs you to tender the Original Notes held by you for the account of the undersigned, it is understood that you are authorized to make, on behalf of the undersigned (and the undersigned, by its signature below, hereby makes to you), the representations and warranties contained in the Letter of Transmittal that are to be made with respect to the undersigned as beneficial owner(s), including but not limited to the representations stated above, that (i) any Exchange Notes received by it will be acquired in the ordinary course of its business, (ii) at the time of the commencement and consummation of the Exchange Offer the holder has not entered into any arrangement or understanding with any person to participate in the distribution (within the meaning of the Securities Act) of the Exchange Notes in violation of the provisions of the Securities Act, (iii) if the holder is an "affiliate" of the Issuer within the meaning of Rule 405 of the Securities Act, it will comply with the registration and prospectus delivery requirements of the Securities Act to the extent applicable to it, (iv) if the holder is not a broker-dealer, it is not engaged in, and does not intend to engage in, the distribution of the Exchange Notes, (v) if the holder is a broker-dealer that will receive Exchange Notes for its own account in exchange for Original Notes that were acquired as a result of market-making activities or other trading activities, it will deliver a Prospectus in connection with any resale of the Exchange Notes and (vi) the undersigned is not acting on behalf of any persons or entities who cannot truthfully make the foregoing representations. By acknowledging that it will deliver and by delivering a prospectus meeting the requirements of the Securities Act in connection with any resale of such Exchange Notes, such broker-dealer is not deemed to admit that it is an "underwriter" within the meaning of the Securities Act.

THE METHOD OF DELIVERY OF THIS DOCUMENT IS AT THE ELECTION AND RISK OF THE UNDERSIGNED. IF DELIVERY IS BY MAIL, REGISTERED MAIL WITH RETURN RECEIPT REQUESTED, PROPERLY INSURED, IS RECOMMENDED. IN ALL CASES, SUFFICIENT TIME SHOULD BE ALLOWED TO ASSURE DELIVERY.

SIGN HERE

Name of beneficial owner(s) (please print):

_____

Signature(s): _____

Address: _____

_____

Telephone
Number:

Taxpayer Identification or Social Security Number:

_____

Date: _____

None of the Original Notes held by us for your account will be tendered unless we receive written instructions from you to do so. Unless a specific contrary instruction is given in the space provided above, your signature(s) hereon shall constitute an instruction to us to tender all the Original Notes held by us for your account.

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