

---

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, DC 20549**

---

**FORM 8-K**

---

**CURRENT REPORT  
PURSUANT TO SECTION 13 OR 15(d) OF THE  
SECURITIES EXCHANGE ACT OF 1934**

**Date of report (Date of earliest event reported): June 30, 2015**

---

**Mercury Systems, Inc.**

(Exact Name of Registrant as Specified in Charter)

---

**Massachusetts**  
(State or Other Jurisdiction  
of Incorporation)

**000-23599**  
(Commission File Number)

**04-2741391**  
(IRS Employer  
Identification No.)

**201 Riverneck Road, Chelmsford, Massachusetts 01824**  
(Address of Principal Executive Offices) (Zip Code)

**Registrant's telephone number, including area code: (978) 256-1300**

**Not Applicable**  
(Former Name or Former Address, if Changed Since Last Report)

---

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

**Item 1.01 Entry into a Material Definitive Agreement.**

In connection with its annual corporate governance review, the Nominating and Governance Committee of the Board of Directors of Mercury Systems, Inc. (the “Company”) reviewed the Company’s shareholder rights plan which by its terms would expire on December 23, 2015. Upon the recommendation of the Nominating and Governance Committee, the Board of Directors approved an amendment, effective June 30, 2015 (the “Amendment”), to the Company’s Shareholder Rights Agreement (the “Rights Agreement”), dated as of December 14, 2005, by and between the Company and Computershare Trust Company, N.A. (formerly EquiServe Trust Company, N.A.), terminating the Rights Agreement and the associated Rights (as defined below).

The Amendment accelerates the expiration date of the Company’s preferred stock purchase rights (the “Rights”) from the close of business on December 23, 2015 to June 30, 2015 and has the effect of terminating the Rights Agreement on June 30, 2015. At the time of the termination of the Rights Agreement, all of the Rights distributed to holders of the Company’s common stock pursuant to the Rights Agreement will expire.

The foregoing is a summary of the terms of the Amendment. The summary does not purport to be complete and is qualified in its entirety by reference to the Amendment, a copy of which is attached as Exhibit 4.1 and incorporated herein by reference.

**Item 1.02 Termination of a Material Definitive Agreement.**

The information set forth under Item 1.01 is incorporated herein by reference.

**Item 3.03 Material Modification to Rights of Security Holders.**

The information set forth under Item 1.01 is incorporated herein by reference.

**Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.**

In connection with the adoption of the Rights Agreement, on December 15, 2005, the Company filed Articles of Amendment to the Company’s Restated Articles of Organization classifying and designating the Series B Junior Participating Cumulative Preferred Stock with the Secretary of State of The Commonwealth of Massachusetts, setting forth the rights, powers, and preferences of the Series B Junior Participating Cumulative Preferred Stock issuable upon exercise of the Rights (the “Preferred Shares”).

Promptly following the expiration of the Rights and the termination of the Rights Agreement, the Company will file Articles of Amendment (“Articles of Amendment”) to the Company’s Restated Articles of Organization with the Secretary of State of The Commonwealth of Massachusetts eliminating the Preferred Shares and returning them to authorized but undesignated shares of the Company’s preferred stock.

The foregoing is a summary of the terms of the Articles of Amendment. The summary does not purport to be complete and is qualified in its entirety by reference to the Articles of Amendment, a copy of which is attached as Exhibit 3.1 and incorporated herein by reference.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits

<b>Exhibit No.</b>	<b>Description</b>
3.1	Articles of Amendment of Mercury Systems, Inc. eliminating the Series B Junior Participating Cumulative Preferred Stock.
4.1	Amendment No. 1 to Shareholder Rights Agreement by and between the Mercury Systems, Inc. and Computershare Trust Company, N.A., dated as of June 29, 2015.

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

Dated: June 30, 2015

MERCURY SYSTEMS, INC.

By: /s/ Gerald M. Haines II \_\_\_\_\_

Gerald M. Haines II

Executive Vice President, Chief Financial Officer, and Treasurer

## Exhibit Index

<b>Exhibit No.</b>	<b>Description</b>
3.1	Articles of Amendment of Mercury Systems, Inc. eliminating the Series B Junior Participating Cumulative Preferred Stock.
4.1	Amendment No. 1 to Shareholder Rights Agreement by and between the Mercury Systems, Inc. and Computershare Trust Company, N.A., dated as of June 29, 2015.

**D  
PC**

**The Commonwealth of Massachusetts**

**William Francis Galvin**  
Secretary of the Commonwealth  
One Ashburton Place, Boston, Massachusetts 02108-1512

FORM MUST BE TYPED

**Articles of Amendment**  
(General Laws Chapter 156D, Section 10.06; 950 CMR 113.34)

FORM MUST BE TYPED

(1) Exact name of corporation: Mercury Systems, Inc.

(2) Registered office address: 201 Riverneck Road, Chelmsford, MA 01824  
*(number, street, city or town, state, zip code)*

(3) These articles of amendment affect article(s): III and IV  
*(specify the number(s) of article(s) being amended (I-VI))*

(4) Date adopted: June 30, 2015  
*(month, day, year)*

(5) Approved by:

*(check appropriate box)*

- the incorporators.
- the board of directors without shareholder approval and shareholder approval was not required.
- the board of directors and the shareholders in the manner required by law and the articles of organization.

(6) State the article number and the text of the amendment. Unless contained in the text of the amendment, state the provisions for implementing the exchange, reclassification or cancellation of issued shares.

Article 4 is hereby amended by deleting in its entirety Section E titled "Description of Series B Preferred Stock" from Article 4.

To change the number of shares and the par value, \* if any, of any type, or to designate a class or series, of stock, or change a designation of class or series of stock, which the corporation is authorized to issue, complete the following:

Total authorized prior to amendment:

WITHOUT PAR VALUE		WITH PAR VALUE		
TYPE	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	PAR VALUE
		Common	85,000,000	\$0.01
		Preferred	875,000	\$0.01
		Series B Prefer	125,000	\$0.01

Total authorized after amendment:

WITHOUT PAR VALUE		WITH PAR VALUE		
TYPE	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	PAR VALUE
		Common	85,000,000	\$0.01
		Preferred	1,000,000	\$0.01

(7) The amendment shall be effective at the time and on the date approved by the Division, unless a later effective date not more than 90 days from the date and time of filing is specified: \_\_\_\_\_

*\*G.L. Chapter 156D eliminates the concept of par value, however a corporation may specify par value in Article III. See G.L. Chapter 156D, Section 6.21, and the comments relative thereto.*



**COMMONWEALTH OF MASSACHUSETTS**

**William Francis Galvin**  
Secretary of the Commonwealth  
One Ashburton Place, Boston, Massachusetts 02108-1512

**Articles of Amendment**  
**(General Laws Chapter 156D, Section 10.06; 950 CMR 113.34)**

I hereby certify that upon examination of these articles of amendment, it appears that the provisions of the General Laws relative thereto have been complied with, and the filing fee in the amount of \$\_\_\_\_\_ having been paid, said articles are deemed to have been filed with me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ a.m./p.m.  
*time*

Effective date: \_\_\_\_\_  
*(must be within 90 days of date submitted)*

**WILLIAM FRANCIS GALVIN**  
*Secretary of the Commonwealth*

Filing fee: Minimum filing fee \$100 per article amended, stock increases \$100 per 100,000 shares, plus \$100 for each additional 100,000 shares or any fraction thereof.

\_\_\_\_\_  
Examiner

\_\_\_\_\_  
Name approval

\_\_\_\_\_  
C

\_\_\_\_\_  
M

**TO BE FILLED IN BY CORPORATION**

Contact Information:

**Gerald M. Haines II** \_\_\_\_\_

**Mercury Systems, Inc.** \_\_\_\_\_

**201 Riverneck Road, Chelmsford, MA 01824** \_\_\_\_\_

Telephone: **978-967-1990** \_\_\_\_\_

Email: **ghaines@rcy.com** \_\_\_\_\_

Upon filing, a copy of this filing will be available at [www.sec.state.ma.us/cor](http://www.sec.state.ma.us/cor). If the document is rejected, a copy of the rejection sheet and rejected document will be available in the rejected queue.





**AMENDMENT NO. 1 TO SHAREHOLDER RIGHTS AGREEMENT**

This AMENDMENT NO. 1 TO SHAREHOLDER RIGHTS AGREEMENT (this “**Amendment**”) is dated as of June 29, 2015 (the “**Effective Date**”) and amends that certain Shareholder Rights Agreement, dated as of December 14, 2005 (the “**Rights Agreement**”), by and between Mercury Systems, Inc. (formerly Mercury Computer Systems, Inc.), a Massachusetts corporation (the “**Company**”), and Computershare Trust Company, N.A. (formerly EquiServe Trust Company, N.A.) (the “**Rights Agent**”). All capitalized terms used herein, but not defined, shall have the meaning given to such terms in the Rights Agreement.

**RECITALS**

**WHEREAS**, in accordance with Section 27 of the Rights Agreement, prior to the occurrence of a Section 11(a)(ii) Event, the Company and the Rights Agent shall, if the Board of Directors of the Company so directs, amend any provision of the Rights Agreement without the approval of the holders of Common Stock of the Company; and

**WHEREAS**, the Rights Agent is hereby directed to join in this Amendment.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the premises and the mutual agreements set forth herein, the parties hereby agree as follows:

*1. Amendment of the Rights Agreement.* The definition of the term “Final Expiration Date” as defined in Section 7(a) of the Rights Agreement is hereby amended and restated as follows: the language set forth below contained in clause (i) of the first sentence of Section 7(a) of the Rights Agreement:

“(i) the Close of Business on the tenth anniversary of the Record Date (the “Final Expiration Date”),”

is hereby removed in its entirety and replaced with:

“(i) June 30, 2015 (the “Final Expiration Date”),”.

*2. Amendment of Exhibits.* The exhibits to the Rights Agreement shall be deemed to be restated to reflect this Amendment, including all conforming changes.

*3. Other Amendment; Effect of Amendment.* This Amendment will be deemed an amendment to the Rights Agreement and will become effective on the Effective Date. In the event of a conflict or inconsistency between this Amendment and the Rights Agreement and the exhibits thereto, the provisions of this Amendment will govern.

4. *Counterparts.* This Amendment may be executed in any number of counterparts and each of such counterparts will for all purposes be deemed to be an original, and all such counterparts will together constitute one and the same instrument, it being understood that all parties need not sign the same counterpart. A signature to this Amendment transmitted electronically (including by fax and .pdf) will have the same authority, effect and enforceability as an original signature. No party hereto may raise the use of such electronic transmission to deliver a signature, or the fact that any signature or agreement or instrument was transmitted or communicated through such electronic transmission, as a defense to the formation of a contract, and each party forever waives any such defense, except to the extent such defense relates to lack of authenticity.

5. *Severability.* If any term, provision, covenant or restriction of this Amendment is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Amendment will remain in full force and effect and will in no way be affected, impaired or invalidated.

6. *Further Assurances.* Each of the parties to this Amendment will cooperate and take such action as may be reasonably requested by the other party in order to carry out the provisions and purposes of this Amendment, the Rights Agreement and the transactions contemplated hereunder and thereunder.

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

**MERCURY SYSTEMS, INC.**

By: /s/ Gerald M. Haines II

Name: Gerald M. Haines II

Title: Executive Vice President, Chief Financial Officer,  
Treasurer, Chief Legal Officer, and Secretary

**COMPUTERSHARE TRUST COMPANY, N.A.**

By: /s/ Dennis V. Moccia

Name: Dennis V. Moccia

Title: Manager, Contract Administration