FORM PTO-1594
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)
MRD 12-21-98
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RECORDATION
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. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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To the Honorable Commission

ments or copy thereof.

12-21-1998
U.S. Patent & TMOfc/TM Mail Rcpt Dt. #26

1. Name of conveying party(ies):

Systems Applications International, Inc

- ☐ Individual(s)
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☒ Corporation-State Delaware
- ☐ Other

Additional name(s) of conveying party(ies) attached? ☐ Yes ☐ No

2. Name and address of receiving party(ies)

Name: Madeleine L.L.C. as Agent

Internal Address:

Street Address: 450 Park Avenue

City: New York State: NY ZIP: 10022

- ☐ Individual(s) citizenship
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☐ Corporation-State
- ☒ Other New York Limited Liability C

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? ☐ Yes ☐ No

3. Nature of conveyance: Trademark Security Agreement

- ☐ Assignment
- ☐ Merger
- ☒ Security Agreement
- ☐ Change of Name
- ☐ Other

Execution Date: 12/18/98

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

12/30/1998 SHORNS 000 0114 00052 2179904
FC:4[illegible] 40.[illegible] CH
FC:4[illegible] 50.[illegible] CH

B. Trademark Registration No.(s)

2,179,904 2,179,906
2,179,905

Additional numbers attached? ☐ Yes ☐ No

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

Name: Luisa Vizcarrondo

Internal Address: Schulte Roth & Zabel LLP

Street Address: 900 Third Avenue, 26th FL

City: New York State: NY ZIP: 10022

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41) $ 90.00

- ☐ Enclosed
- ☒ Authorized to be charged to deposit account

8. Deposit account number:

20-0052

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy the original document.

Michael M. Mezzacappa — Name of Person Signing
Christine E Wilson
Michael M. Mezzacappa — Signature
12/18/98 — Date

Total number of pages including cover sheet, attachments, and document: 16

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 18, 1998, is made by SYSTEMS APPLICATIONS INTERNATIONAL, INC., a Delaware corporation ("Debtor"), in favor of MADELEINE L.L.C., as Administrative agent for the Lenders under the Loan Agreement referred to below (in such capacity, the "Agent").

RECITALS

A. ICF Kaiser International, Inc., as Borrower, certain subsidiaries of the Borrower, including the Debtor, as Subsidiary Guarantors, the Agent, as Administrative Agent, and the financial institutions from time to time party thereto (each a "Lender" and collectively, the "Lenders", and together with the Agent, collectively, the "Lender Group") have entered into that certain Loan and Security Agreement, of even date herewith (as amended, restated, modified, supplemented, refinanced, renewed, or extended from time to time, the "Loan Agreement"), pursuant to which the Lender Group has agreed to make certain loans and other extensions of credit to or for the benefit of the Debtor.

B. The Debtor has granted to the Agent, for the benefit of the Lender Group, a continuing first priority security interest in (among other things) all general intangibles of the Debtor in order to secure the Debtor's obligations under each of the Loan Documents to which the Debtor is party.

C. Pursuant to the Loan Agreement and as a condition precedent to the obligations of the Lender Group under the Loan Agreement, the Debtor has agreed to execute and deliver this Agreement to the Agent for filing with the United States Patent and Trademark Office and with any other relevant recording systems in any domestic or foreign jurisdiction, and as further evidence of and to effectuate the Lender Group's existing security interests in the trademarks and other general intangibles described herein.

ASSIGNMENT

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which are hereby acknowledged, and in order to induce the Lender Group to enter into the Loan Agreement with the Borrower, the Debtor hereby agrees in favor of the Agent as follows:

1. Definitions; Interpretation.

(a) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Proceeds" means whatever is receivable or received from or upon the sale, lease, license, collection, use, exchange or other disposition, whether voluntary or involuntary, of any Trademark Collateral, including "proceeds" as defined in Section 9-306 of the UCC, all insurance proceeds and all proceeds of proceeds. Proceeds shall include (i) any and all accounts,

chattel paper, instruments, general intangibles, cash and other proceeds, payable to or for the account of the Debtor; from time to time in respect of any of the Trademark Collateral, (ii) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to or for the account of the Debtor from time to time with respect to any of the Trademark Collateral, (iii) any and all claims and payments (in any form whatsoever) made or due and payable to the Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Trademark Collateral by any Person acting under color of governmental authority, and (iv) any and all other amounts from time to time paid or payable under or in connection with any of the Trademark Collateral or for or on account of any damage or injury to or conversion of any Trademark Collateral by any Person.

"PTO" means the United States Patent and Trademark Office and any successor thereto.

"Secured Obligations" means all liabilities, obligations, or undertakings owing by the Debtor to the Lender Group of any kind or description arising out of or outstanding under, advanced or issued pursuant to, or evidenced by the Loan Agreement, the other Loan Documents, or this Agreement, irrespective of whether for the payment of money, whether direct or indirect, absolute or contingent, due or to become due, voluntary or involuntary, whether now existing or hereafter arising, and including all interest (including interest that accrues after the filing of a case under the Bankruptcy Code) and any and all costs, fees (including attorney's fees), and expenses which the Debtor is required to pay pursuant to any of the foregoing, by law, or otherwise.

"Trademark Collateral" has the meaning set forth in Section 2.

"Trademarks" has the meaning set forth in Section 2.

"UCC" means the Uniform Commercial Code as in effect from time to time in the State of New York.

"United States" and "U.S." each mean the United States of America.

(b) Definitions. All terms used in this Agreement which are defined in the Loan Agreement or in Article 8 or Article 9 of the Uniform Commercial Code (the "Code") currently in effect in the State of New York and which are not otherwise defined herein shall have the same meanings herein as set forth therein.

(c) Interpretation. In this Agreement, except to the extent the context otherwise requires:

(i) Any reference to a Section or a Schedule is a reference to a section hereof, or a schedule hereto, respectively, and to a subsection or a clause is, unless otherwise stated, a reference to a subsection or a clause of the Section or subsection in which the reference appears.

(ii) The words "hereof," "herein," "hereto," "hereunder" and the like mean and refer to this Agreement as a whole and not merely to the specific Section, subsection, paragraph or clause in which the respective word appears.

(iii) The meaning of defined terms shall be equally applicable to both the singular and plural forms of the terms defined.

(iv) The words "including," "includes" and "include" shall be deemed to be followed by the words "without limitation".

(v) References to agreements and other contractual instruments shall be deemed to include all subsequent amendments and other modifications thereto.

(vi) References to statutes or regulations are to be construed as including all statutory and regulatory provisions consolidating, amending or replacing the statute or regulation referenced.

(vii) Any captions and headings are for convenience of reference only and shall not affect the construction of this Agreement.

(viii) In the event of a direct conflict between the terms and provisions of this Agreement and the Loan Agreement, it is the intention of the parties hereto that both such documents shall be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict that cannot be resolved as aforesaid, the terms and provisions of the Loan Agreement shall control and govern; provided, however, that the inclusion herein of additional obligations on the part of the Debtor and supplemental rights and remedies in favor of the Agent (whether under New York law or applicable federal law), in each case in respect of the Trademark Collateral, shall not be deemed a conflict with the Loan Agreement.

2. Security Interest.

(a) Assignment and Grant of Security Interest. To secure the payment and performance of the Secured Obligations, the Debtor hereby grants, assigns, transfers, and conveys to the Agent, for the benefit of the Lender Group, a continuing first priority security interest in all of the Debtor's right, title and interest in, to, and under the following property, whether now existing or hereafter acquired or arising, and whether registered or unregistered (collectively, the "Trademark Collateral"):

(i) all state (including common law), federal and foreign trademarks, service marks and trade names, corporate names, certification marks, collective marks, company names, business names, fictitious business names, d/b/a's, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, together with and including all licenses therefor held by the Debtor, and all registrations and recordings

thereof, and all applications filed or to be filed in connection therewith, including registrations and applications with the PTO, any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including any of the foregoing identified on Schedules I through IV and accompanying notes (as the same may be amended, modified or supplemented from time to time), and the right (but not the obligation) to register claims under any state or federal trademark law or regulation or any trademark law or regulation of any foreign country and to apply for, renew and extend any of the same, to sue in the name of the Debtor or in the name of the Agent for past, present or future infringement, violation or other unconsented use thereof, to bring opposition or cancellation proceedings in the name of the Debtor or in the name of the Agent and all rights arising therefrom throughout the universe (collectively, the "Trademarks");

(ii) all claims, causes of action and rights to sue for past, present or future infringement, violation or other unconsented use of any Trademarks and all rights arising therefrom and pertaining thereto;

(iii) all general intangibles related to or arising from any of the Trademarks including without limitation all the goodwill of the Debtor's business symbolized by the Trademarks or otherwise appurtenant thereto; and

(iv) all products and Proceeds of any and all of the foregoing.

(b) Certain Exclusions from Grant of Security Interest. Anything in this Agreement and the other Loan Documents to the contrary notwithstanding, the foregoing grant, assignment, transfer, and conveyance of a security interest shall not extend to, and the term "Trademark Collateral" shall not include, any item of Trademark Collateral described in Section 2(a) above that is now or hereafter held by the Debtor as licensee or otherwise, solely in the event and to the extent that: (i) as the proximate result of the foregoing grant, assignment, transfer, or conveyance of a security interest, the Debtor's rights in or with respect to such item of Trademark Collateral would be forfeited or would become void, voidable, terminable, or revocable pursuant to the restrictions in the underlying license or other agreement that governs such item of Trademark Collateral; and (ii) any such restriction shall be effective and enforceable under applicable law, including Section 9-318(4) of the UCC; provided, however, that the foregoing grant, assignment, transfer, and conveyance of security interest shall extend to, and the term "Trademark Collateral" shall include, (y) any and all Proceeds of such item of Trademark Collateral to the extent that the assignment or encumbering of such Proceeds is not so restricted, and (z) upon any such licensor or other applicable party's consent with respect to any such otherwise excluded item of Trademark Collateral being obtained, thereafter such item of Trademark Collateral as well as any Proceeds thereof that might theretofore have been excluded from such grant, assignment, transfer, and conveyance of a security interest and the term Trademark Collateral.

(c) Continuing Security Interest. The Debtor agrees that this Agreement shall create a continuing first priority security interest in the Trademark Collateral which shall remain in effect until terminated in accordance with Section 17 hereof.

(d) Incorporation into Loan Agreement. This Agreement shall be fully incorporated into the Loan Agreement and all understandings, agreements and provisions contained in the Loan Agreement shall be fully incorporated into this Agreement. Without limiting the foregoing, the Trademark Collateral described in this Agreement shall constitute part of the Collateral in the Loan Agreement.

3. Further Assurances: Appointment of Agent as Attorney-in-Fact. The Debtor at its own expense shall execute and deliver, or cause to be executed and delivered, to the Agent any and all documents and instruments, in form and substance satisfactory to the Agent, and take any and all action, which the Agent may reasonably request from time to time, to perfect and continue perfected, maintain the priority of or provide notice of the Agent's security interest in the Trademark and to accomplish the purposes of this Agreement. The Agent shall have the right, in the name of the Debtor, or in the name of the Agent or otherwise, without notice to or assent by the Debtor, and the Debtor hereby irrevocably constitutes and appoints the Agent (and any of the Agent's offers or employees or agents designated by the Agent) as the Debtor's true and lawful attorney-in-fact with full power and authority, if the Debtor refuses or fails to do so timely, (i) to sign the name of the Debtor on all or any of such documents or instruments and perform all other acts that the Agent deems necessary or advisable in order to perfect or continue perfected, maintain the priority or enforceability of or provide notice of the Agent's security interest in, the Trademark Collateral, and (ii) to execute any and all other documents and instruments, and to perform any and all acts and things for and on behalf of Debtor, which the Agent may in its sole discretion deem necessary or advisable to maintain, preserve and protect the Trademark Collateral and to accomplish the purposes of this Agreement, including, after the occurrence and during the continuance of any Event of Default, (A) to defend, settle, adjust or institute any action, suit or proceeding with respect to the Trademark Collateral, (B) to assert or retain any rights under any license agreement for any of the Trademark Collateral, and (C) to execute any and all applications, documents, papers and instruments for the Agent to use the Trademark Collateral, to grant or issue any exclusive or non-exclusive license with respect to any Trademark Collateral (it being understood that so long as no Event of Default has occurred and is continuing, the Debtor may grant or issue licenses in the ordinary course of business with respect to the Trademark Collateral), and to assign, convey or otherwise transfer title in or dispose of the Trademark Collateral. The power of attorney set forth in this Section 3, being coupled with an interest, is irrevocable so long as this Agreement shall not have terminated in accordance with Section 17 hereof.

4. Representations and Warranties. The Debtor represents and warrants to the Agent as follows:

(a) No Other Trademarks. To the best of the Debtor's knowledge, Schedules I through IV and accompanying notes set forth a true and correct list of all of the existing Trademarks that currently are registered, or for which any currently pending application

for registration has been filed, with the PTO or any corresponding or similar trademark office of any other U.S. (federal or state) or foreign jurisdiction, and that are owned and held (whether pursuant to a license or otherwise) or used by the Debtor. To the best of the Debtor's knowledge, no member of the Consolidated Group other than the Debtor owns, claims ownership to or will own any Trademark Collateral or any similar marks or rights.

(b) Trademarks Subsisting. To the best of the Debtor's knowledge, each of the Trademarks listed in Schedules I through IV is subsisting and, except as disclosed in such Schedules, has not been canceled, adjudged invalid or unenforceable, in whole or in part, and each of the Trademarks is valid and enforceable.

(c) Ownership of Trademark Collateral: No Violation. To the best of the Debtor's knowledge and except as disclosed in Schedules I through IV and accompanying notes, (i) the Debtor has rights in and title to the existing Trademark Collateral, (ii) with respect to the Trademark Collateral shown on Schedules I through IV and accompanying notes as owned by it, the Debtor is the sole and exclusive owner thereof, free and clear of any Liens and rights of others (other than Liens in favor of the Agent and other than the rights of the licensor of a license made by such licensor to the Debtor as licensee), including licenses, registered user agreements, coexistence agreements, concurrent use agreements, and covenants by the Debtor not to sue third persons, and (iii) with respect to any Trademarks for which the Debtor is either a licensor or a licensee pursuant to a license or licensee agreement regarding such Trademark, each such license or licensing agreement is in full force and effect, the Debtor is not in default of any of its obligations thereunder and, other than the parties to such licenses or licensing agreements, no other Person has any rights in or to any of the Trademark Collateral. To the best of the Debtor's knowledge and except as disclosed in Schedules I through IV and accompanying notes, the past, present and contemplated future use of the Trademark Collateral by the Debtor has not, does not and will not infringe upon or violate any right, privilege or license agreement of or with any other Person.

(d) No Infringement. To the best of the Debtor's knowledge and except as disclosed in Schedules I through IV and accompanying notes, no material infringement, violation, or other unauthorized use presently is being made of any of the Trademark Collateral by any Person.

(e) Powers. The Debtor has the unqualified right, power and authority to pledge and to grant to the Agent a continuing first priority security interest in all of the Debtor's right, title, and interest in and to the Trademark Collateral pursuant to this Agreement, and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other Person except as already obtained.

5. Covenants. The Debtor agrees that for so long as any of the Secured Obligations remain unsatisfied, the Debtor will comply with all of the covenants, terms and provisions of this Agreement, the Loan Agreement and the other Loan Documents, and the Debtor will promptly give the Agent written notice of the occurrence of any event that could have a material adverse effect on any of the Trademarks or the Trademark Collateral, including

(x) any petition under the Bankruptcy Code filed by or against any licensor of any of the Trademarks as to which the Debtor is a licensee, (y) any notice of opposition or petition for cancellation filed against any of the Trademarks, and (z) any other claim asserted in a judicial, administrative or other proceeding concerning the Trademarks.

6. Future Rights. The Debtor agrees that for so long as any of the Secured Obligations shall remain outstanding, or, if earlier, until the Agent shall have released or terminated, in whole but not in part, its interest in the Trademark Collateral, if and when the Debtor shall obtain rights to any new Trademarks, or any renewal or extension of any Trademarks, the provisions of Section 2 shall automatically apply thereto and the Debtor shall give to the Agent prompt notice thereof. The Debtor shall do all things deemed necessary or advisable by the Agent to ensure the validity, perfection, priority and enforceability of the security interests of the Agent in such future acquired Trademark Collateral. The Debtor hereby authorizes the Agent to supplement the Schedules hereto and to re-execute this Agreement from time to time on that Debtor's behalf and as its attorney-in-fact to include any future Trademarks which are or become Trademark Collateral and to cause such re-executed Agreement or such supplemented Schedules to be filed with the PTO.

7. Agent's Duties. Notwithstanding any provision contained in this Agreement, the Agent shall have no duty to exercise any of the rights, privileges or powers afforded to it and shall not be responsible to any Debtor or any other Person for any failure to do so or delay in doing so. Except for the accounting for moneys actually received by the Agent hereunder or in connection herewith, the Agent shall have no duty or liability to exercise or preserve any rights, privileges or powers pertaining to the Trademark Collateral.

8. Remedies. From and after the occurrence and during the continuation of an Event of Default, the Agent shall have all rights and remedies available to it under the Loan Agreement, the other Loan Documents, and applicable law (which rights and remedies are cumulative) with respect to the security interests in any of the Trademark Collateral or any other Collateral. The Debtor agrees that such rights and remedies include the right of the Agent as a secured party to sell or otherwise dispose of its Trademark Collateral after default, pursuant to UCC Section 9-504. The Debtor agrees that the Agent shall at all times have such royalty-free licenses, to the extent permitted by law, for any Trademark Collateral that is reasonably necessary to permit the exercise of any of the Agent's rights or remedies upon or after the occurrence of (and during the continuance of) an Event of Default with respect to (among other things) any asset of the Debtor in which the Agent has a security interest, including the Agent's rights to sell, lease, or license General Intangibles, inventory, tooling or packaging which is acquired by the Debtor (or its successors, permitted assignees, or trustees in bankruptcy). In addition to and without limiting any of the foregoing, upon the occurrence and during the continuance of an Event of Default, the Agent shall have the right but shall in no way be obligated to bring suit, or to take such other action as the Agent deems necessary or advisable, in the name of the Debtor or the Agent, to enforce or protect any of the Trademark Collateral, in which event the Debtor shall, at the request of the Agent, do any and all lawful acts and execute any and all documents required by the Agent in aid of such enforcement. To the extent that the Agent shall elect not to bring suit to enforce such Trademark Collateral, the Debtor agrees to use

all reasonable measures and its diligent efforts, whether by action, suit, proceeding or otherwise, to prevent the material infringement, misappropriation or violation thereof by others and for that purpose agrees diligently to maintain any action, suit or proceeding against any Person necessary to prevent such material infringement, misappropriation or violation.

9. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the Debtor and the Agent and their respective successors and permitted assigns.

10. Notices. All notices and other communications hereunder to or from the Agent or the Debtor shall be in writing and shall be mailed, sent or delivered in accordance with the Loan Agreement.

11. **GOVERNING LAW AND VENUE; JURY TRIAL WAIVER. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK (WITHOUT APPLYING ANY CONFLICTS OF LAWS PRINCIPLES), APPLICABLE TO CONTRACTS MADE AND WHOLLY PERFORMED THEREIN, EXCEPT TO THE EXTENT THAT THE VALIDITY OR PERFECTION OF THE ASSIGNMENT AND SECURITY INTERESTS HEREUNDER IN RESPECT OF ANY PROPERTY ARE GOVERNED BY FEDERAL LAW, IN WHICH CASE SUCH CHOICE OF NEW YORK LAW SHALL NOT BE DEEMED TO DEPRIVE SECURED PARTY OF SUCH RIGHTS AND REMEDIES AS MAY BE AVAILABLE UNDER FEDERAL LAW. THE VALIDITY OF THIS AGREEMENT, CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT, AND THE RIGHTS OF THE PARTIES HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF NEW YORK, STATE OF NEW YORK OR, AT THE SOLE OPTION OF AGENT, IN ANY OTHER COURT IN WHICH AGENT SHALL INITIATE LEGAL OR EQUITABLE PROCEEDINGS AND WHICH HAS SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY. EACH OF THE DEBTOR AND AGENT WAIVES, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 11.**

THE DEBTOR AND AGENT HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. THE DEBTOR AND AGENT REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY

TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

12. Entire Agreement; Amendment. This Agreement, together with the Schedules hereto and the Loan Agreement, contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties as provided in the Loan Agreement. Notwithstanding the foregoing, the Agent may re-execute this Agreement or modify, amend or supplement the Schedules hereto as provided in Section 6 hereof.

13. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

14. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

15. Loan Agreement. The Debtor acknowledges that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan Agreement and the other Loan Documents and all such rights and remedies are cumulative.

16. No Inconsistent Requirements. The Debtor acknowledges that this Agreement and the other Loan Documents may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and the Debtor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

17. Termination. Upon the indefeasible payment in full of the Secured Obligations, including the cash collateralization, expiration, or cancellation of all Secured Obligations, if any, consisting of Letters of Credit, and the full and final termination of any commitment to extend any financial accommodations under the Loan Agreement, this Agreement shall terminate and the Agent shall execute and deliver such documents and instruments and take such further action reasonably requested by the Debtor, all without representation or warranty, at the Debtor's expense, as shall be necessary to evidence termination of the security interest granted by the Debtor to the Agent hereunder.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Debtor hereto has caused this Agreement to be executed by its duly authorized officer as of the date first appearing above.

SYSTEMS APPLICATIONS INTERNATIONAL, INC.

By: _____
Name: Timothy P. O'Connor
Title: Acting Chief Financial Officer

Accepted and Agreed:

MADELEINE L.L.C., as Agent

By: _____
Name: Kevin P. Genda
Title: _____

SCHEDULE I

TRADEMARK/SERVICEMARK APPLICATIONS FILED

Mark	Federal Serial No.	Filing Date	Status

SCHEDULE II

FEDERAL TRADEMARK/SERVICEMARK REGISTRATIONS

Mark	Registration No.	Filing Date	Registration Date	Notes
UAM	2,179,904	July 25, 1996	August 11,1998	
URBAN AIRSHIELD MODEL	2,179,905	July 25, 1996	August 11, 1998	
UAM-V	2,179,906	July 25, 1996	August 11, 1998	

SCHEDULE III

STATE TRADEMARK/SERVICEMARK REGISTRATIONS

Mark	Registration No.	State	Registration Date	Notes

SCHEDULE IV

COMMON LAW TRADEMARK/SERVICEMARK

Mark	Active Usage	Notes

NOTES