

FC 3-1594

04-07-2000

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

REC-1
MRO 2-29-00



SHEET

WSGH FORM 24 (rev. 2/98)

101307791

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies)</p> <p>Dynamics Research Corporation</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State Massachusetts <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies)</p> <p>Name: FAMILY BANK, FSB</p> <p>Internal Address: _____</p> <p>Street Address: 153 Merrimack Street</p> <p>City: Haverhill State: MA Zip: 01830</p> <p><input type="checkbox"/> Individual(s) Citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation-State _____ <input checked="" type="checkbox"/> Other Federal Savings Bank _____</p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger</p> <p><input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name</p> <p><input type="checkbox"/> Other _____</p> <p>Execution Date: February 10, 2000</p>	<p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>(Designations must be a separate document from assignment)</p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>

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

<p>A. Trademark Application No.(s)</p> <p>See attached page 2</p>	<p>B. Trademark Registration No.(s)</p> <p>See attached page 2</p>
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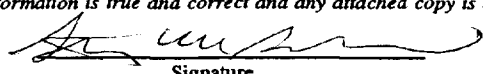
Additional numbers attached? Yes No

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Weingarten, Schurgin, Gagnebin & Hayes LLP Ten Post Office Square Boston, Massachusetts 02109</p>	<p>6. Total number of applications and registrations involved: [14]</p> <p>7. Total fee (37 CFR 3.41).....\$ 365.00</p> <p><input checked="" type="checkbox"/> Enclosed</p> <p><input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: _____</p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>
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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 of the original document.

Stanley M. Schurgin  2/23/00

Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: [6]

04/06/2000 DNGUYEN 00000159 707199

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

01 FC:481 40.00 OP
02 FC:482 325.00 OP

U.S. Application No:

U.S. Registration No:

75/611,016

707,199

795,551

775,122

979,114

969,611

1,102,346

1,378,656

1,880,210

1,945,607

1,921,276

2,102,030

2,286,481

2,267,884

220915

**TRADEMARK AND TRADEMARK
APPLICATION SECURITY AGREEMENT**

Date: February 10, 2000

This Trademark and Trademark Application Security Agreement (the "**TM Security Agreement**") is made as of the 10th day of February, 2000 by Dynamics Research Corporation, a Massachusetts corporation with its principal executive offices at 60 Frontage Road, Andover, Massachusetts (the "**Borrower**"), and Family Bank, FSB, with offices at 153 Merrimack Street, Haverhill, Massachusetts, for itself and as collateral agent for each of the Lenders (defined below) as may from time to time be parties to the Loan Agreement (defined below) (the "**Agent**"). The term "Agent" shall also be deemed to include any other party acting as agent for the Lenders under the Loan Agreement.

RECITALS

WHEREAS, pursuant to the Loan and Security Agreement dated as of the date hereof, as same may be amended, modified or replaced from time to time (the "**Loan Agreement**"), made by and between, among others, the Borrower, Brown Brothers Harriman & Co., and the Agent (Brown Brothers Harriman & Co., Family Bank, FSB and such other lenders as may become parties to the Loan Agreement shall be referred to as the "Lenders"), the Agent and Lenders have agreed to make certain loans (the "**Loans**") available to the Borrower;

WHEREAS, under the Loan Agreement, the Borrower has created a security interest in the Borrower's assets to secure the liabilities of the Borrower to the Agent and the Lenders (as defined in the Loan Agreement) (hereinafter, the "**Liabilities**");

WHEREAS, as a condition, among others, to the continuation of the credit facilities contemplated by the Loan Agreement, and to further secure the Liabilities, the parties hereto shall execute this TM Security Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Borrower and the Agent agree as follows:

1. To secure the Liabilities, the Borrower hereby grants a security interest in favor of the Agent for the benefit of each of the Lenders, with power of sale, in and to the following and all proceeds thereof:

(a) All of the Borrower's now owned or existing or hereafter acquired or arising trademarks, trade registrations, trademark applications, service marks, registered service marks and service mark applications including, without limitation, the trademarks, registered trademarks, trade mark applications, service marks, registered service marks and service mark applications listed on **EXHIBIT A** annexed hereto and made a part hereof, together with any goodwill connected with and symbolized by any such trademarks, trademark applications, service marks, registered service marks or service mark applications.

(b) All renewals of any of the foregoing.

(c) All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof.

(d) The right to sue for past, present and future infringements and dilutions of any of the foregoing.

(e) All of Borrower's rights corresponding to any of the foregoing throughout the world.

All of the foregoing trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications described in Subsection 1.(a), together with the items respectively described in Subsections 1.(b) through and including 1.(e) are hereinafter individually and/or collectively referred to as the "**Trademarks**".

2. Until this TM Security Agreement is terminated, the Borrower shall undertake the following with respect to each Trademark to the extent prudent in the exercise of its reasonable business judgment and provided that any failure to do so does not have a material adverse effect on the Borrower and its subsidiaries on a consolidated basis:

(a) Pay all renewal fees and other fees and costs associated with maintaining the Trademarks and with the processing of the Trademarks.

(b) At Borrower's sole cost, expense, and risk, pursue the prompt, diligent processing of each Application for Registration which is the subject of the foregoing assignment and not abandon or delay any such efforts.

(c) At Borrower's sole cost, expense, and risk, take any and all action which Borrower deems desirable to protect the Trademarks, including, without limitation, but subject to Borrower's discretion, the prosecution and defense of infringement actions.

3. Upon the occurrence of any Event of Default (as defined in the Loan Agreement), and until such Event of Default is cured, the Agent acting in its own name or in that of the Borrower may (but shall not be required to) act in the Borrower's place and stead and/or in the Agent's own right in connection with the obligations set forth in Section 2, above.

4. The Borrower represents and warrants that:

(a) The Trademarks listed on *EXHIBIT A* include all of the registered trademarks, Federal trademark applications, registered service marks and Federal service mark applications now owned by the Borrower.

(b) No liens, claims or security interests have been granted by the Borrower to any person or entity in such Trademarks other than to the Agent or as otherwise permitted pursuant to the Loan Agreement.

5. In order to further secure the Liabilities:

(a) The Borrower shall give the Agent written notice (with reasonable detail) within thirty (30) days following the occurrence of any of the following:

(i) The Borrower obtains rights to any new registered trademarks, registered service marks or service mark applications, (other than Borrower's right to sell products containing the trademarks of others in the ordinary course of Borrower's business)

(ii) The Borrower becomes entitled to the benefit of any registered trademarks, trademark applications, trademark licenses, trademark license renewals, service marks, registered service marks, service mark applications, service mark licenses or service mark license renewals whether as licensee or licensor (other than Borrower's right to sell products containing the trademarks of others in the ordinary course of Borrower's business).

(iii) The Borrower enters into any new trademark license agreement or service mark license agreement.

(b) The provisions of this TM Security Agreement shall automatically apply to any such additional property or rights described in 5.(a), above, all of which shall be deemed to be and treated as "Trademarks" within the meaning of this TM Security Agreement.

(c) The Borrower hereby authorizes the Agent to modify this agreement by amending *EXHIBIT A* to include any future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, written notice of which is so given, provided, however, the modification of said *EXHIBIT* shall not be a condition to the creation or perfection of the security interest and TM Security Agreement created hereby.

6. Upon the occurrence and during the continuance of any Event of Default (as defined in the Loan Agreement), the Agent may exercise all rights and remedies of a secured party under the Uniform Commercial Code as adopted in Massachusetts (Massachusetts General Laws, Chapter 106), with respect to the Trademarks, in addition to which the Agent, subject to the terms of the Loan Agreement, may sell, license, assign, transfer, or otherwise dispose of the Trademarks. Any person may conclusively rely upon an affidavit of an officer of the Agent that an Event of Default and demand has occurred and is continuing and that the Agent is authorized to exercise such rights and remedies.

7. Effective upon the occurrence and during the continuance of any Event of Default (as defined in the Loan Agreement), the Borrower hereby irrevocably constitutes and designates the Agent as and for the Borrower's attorney in fact:

(a) To exercise any of the rights exercisable and powers referenced in Section 2.

(b) To execute all and singular such instruments, documents, and papers as the Agent determines to be appropriate in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Trademarks.

The within grant of a power of attorney, being coupled with an interest, shall be irrevocable until the within TM Security Agreement is terminated.

8. Any use by the Agent of the Trademarks as authorized hereunder in connection with the exercise of the Agent's right and remedies under the within

TM Security Agreement and the Loan Agreement shall be coextensive with the Borrower's rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Agent to the Borrower.

9. The Agent hereby grants to the Borrower the right, prior to notice from the Agent following the occurrence and during the continuance of an Event of Default (as defined in the Loan Agreement), to sue for past, present and future infringement of the Trademarks including the right to seek injunctions and/or money damages, in an effort by the Borrower to protect the Trademarks against encroachment by third parties. The Borrower shall notify Agent in writing of any such suit for enforcement of the trademarks against a particular party. All reasonable costs arising in connection with any such suit for enforcement shall be borne by the Borrower.

10. Following the payment and satisfaction of all Liabilities, and the termination of any obligation of the Agent or any Lender to provide loans or financial accommodations under the credit facility contemplated by the Loan Agreement, this TM Security Agreement shall terminate and the Agent shall promptly execute and deliver to the Borrower all such instruments as the Borrower reasonably may request to evidence such termination and to the extent, if any, necessary to re-vest in the Borrower full title to the Trademarks and the associated goodwill, subject to any disposition thereof which may have been made by the Agent pursuant hereto or pursuant to the Loan Agreement.

11. The Borrower shall, at the request of the Agent, do any and all acts and execute any and all documents reasonably required by the Agent in connection with the protection, preservation, and enforcement of the Agent's rights hereunder.

12. The Borrower shall, upon demand, reimburse the Agent for all reasonable costs and expenses incurred by the Agent in the exercise of any rights hereunder (including, without limitation, reasonable fees and expenses of counsel).

13. This TM Security Agreement is intended to be supplemental of the Loan Agreement. All provisions of the Loan Agreement shall apply to the Trademarks

and the Agent shall have the same rights with respect to any and all Trademarks granted the Agent to secure the Liabilities hereunder as thereunder. In the event of a conflict between this TM Security Agreement and the Loan Agreement, the terms of this TM Security Agreement shall control with respect to the Trademarks, and the Loan Agreement shall control with respect to all other collateral.

IN WITNESS WHEREOF, the Borrower and the Agent respectively have caused this TM Security Agreement to be executed by officers duly authorized so to do on the date first above written.

Dynamics Research Corporation
(the "Borrower")

Family Bank, FSB
(The "Agent")

By [Signature]
Title:

By [Signature]
C. Lee Williamson
Title: Vice President

Commonwealth of Massachusetts
County of Suffolk

Then personally appeared before me James P. Regan who acknowledged that such person is the duly authorized President of Dynamics Research Corporation and that such person executed the foregoing instrument as his free act and deed on its behalf.

Witness my hand and seal this 10 day of February, 2000.

[Signature]
Notary Public
My Commission Expires:

Commonwealth of Massachusetts
County of Suffolk

Then personally appeared before me C. Lee Williamson, who acknowledged that such person is the duly authorized Vice President of Family Bank, FSB, and that such person executed the foregoing instrument on its behalf.

Witness my hand and seal this 10 day of February, 2000.

[Signature]
Notary Public
My Commission Expires:
5/19/00

548162.2

EXHIBIT A

U.S. Registrations

Mark

Registration No.

EXHIBIT A

February 10, 2000

Worldwide Trademarks

Page 1

Summary of All Trademarks of Dynamics Research Corporation

Docket Number	Mark	Serial No Filing Date	Registration No Registration Date	Status
DRC -T001Aa Taiwan	DRC AND DESIGN	83674 2/21/1976	83674 8/01/1976	Issued
REF:	CLASS: 082			
DRC -T001XA Canada	DRC and Design	394,573 2/16/1976	221,399 6/24/1977	Issued
REF:	CLASS: 026			
DRC -T001XB United Kingdom	DRC and Design	1056939 12/31/1975	B1056939 12/31/1975	Issued
REF:	CLASS: 009			
DRC -T001XC Germany	DRC AND DESIGN	D 30051/9 WZ 1/28/1976	951,390 1/28/1976	Issued
REF:	CLASS: 009			
DRC -T001XD France	DRC and Design	207,718 1/20/1976	1.325.291 10/02/1985	Issued
REF:	CLASS: 009 035 042			
DRC -T001XF Japan	DRC and Design	6862/76 2/10/1976	2,068,793 8/29/1988	Issued
REF:	CLASS: 010			
DRC T001XH Sweden	DRC and Design	37/76 1/07/1976	156243 7/23/1976	Issued
REF:	CLASS: 009 035 042			
DRC T001XI Switzerland	DRC and Design	637 2/02/1976	281,251 2/02/1976	Issued
REF:	CLASS: 009 016			

TRADEMARK
REEL: 002045 FRAME: 0260

Summary of All Trademarks of Dynamics Research Corporation

Docket Number	Mark	Serial No Filing Date	Registration No Registration Date	Status
DRC -T001XJ Italy	DRC and Design	39751-C/76 1/15/1976	718730 7/17/1997	Issued
REF:	CLASS: 009 035 042			
DRC -T001XM Benelux	DRC and Design	612.084 1/07/1976	337.447 1/07/1976	Issued
REF:	CLASS: 026			
DRC -T001XT Denmark	DRC and Design	75/76 1/07/1976	708-1977 2/18/1977	Issued
REF:	CLASS: 026			
DRC -T001XU Austria	DRC and Design	AM1123/76 4/16/1976	84.250 12/29/1976	Issued
REF:	CLASS: 026			
DRC -T001XV Ireland	DRC and Design	715/76 3/29/1976	B89847 3/29/1976	Issued
REF:	CLASS: 026			
DRC -T001XX United States	DRC and Design	95,813 4/26/1960	707,199 11/15/1960	Issued
REF:	CLASS: 026			
DRC -T001Xa Taiwan	DRC and Design	83668 2/21/1976	83668 8/01/1976	Issued
REF:	CLASS: 079			
DRC -T002XX United States	OPTISYN	156,960 11/09/1962	795,551 9/07/1965	Issued
REF:	CLASS: 026			

Summary of All Trademarks of Dynamics Research Corporation

Docket Number	Mark	Serial No Filing Date	Registration No Registration Date	Status
DRC -T003XX United States	DRC	163,474 2/26/1963	775,122 8/11/1964	Issued
REF:	CLASS: 042			
DRC T004XX United States	THEODOSYN	298,322 5/16/1968	872,106 7/01/1969	Abandoned
REF:	CLASS: 009			
DRC -T005XX United States	TIRAS	322,055 3/18/1969	903,214 11/24/1970	Abandoned
REF:	CLASS: 035			
DRC T006XX United States	METRIGRAPHICS LABORATORY	372,216 10/01/1970	934,212 5/16/1972	Abandoned
REF:	CLASS: 040			
DRC T007XX United States	DRC	72/424,969 5/19/1972	979,114 2/19/1974	Issued
REF:	CLASS: 035			
DRC T008XX United States	DRC	424,968 5/19/1972	969,611 10/02/1973	Issued
REF:	CLASS: 009			
DRC T010XA Canada	METRIGRAPHICS	429,531 9/08/1978	243,234 4/18/1980	Abandoned
REF:	CLASS: 042			
DRC T010XC Germany	METRIGRAPHIC	D 33191/40 Wz 2/15/1979	1,018,433 4/02/1979	Issued
REF:	CLASS: 040			

Summary of All Trademarks of Dynamics Research Corporation

Docket Number	Mark	Serial No Filing Date	Registration No Registration Date	Status
DRC -T010XD France	METRIGRAPHICS	950,298 8/24/1988	1,484,784 8/24/1988	Issued
REF:	CLASS: 042 040			
DRC -T010XF Japan	METRIGRAPHICS			Not Filed
REF:	CLASS:			
DRC -T010XX United States	METRIGRAPHICS	155,046 1/12/1978	1,102,346 9/12/1978	Issued
REF:	CLASS: 040			
DRC -T010Xn East Germany	METRIGRAPHICS	D3319/40Wz 2/15/1979	1018433 4/02/1979	Issued
REF:	CLASS: 042			
DRC -T012XX United States	DYNABEND	260,583 5/02/1980	1,166,318 8/25/1981	Abandoned
REF:	CLASS: 007			
DRC -T013XX United States	AUTOPHASE	513,331 12/13/1984	1,378,656 1/14/1986	Issued
REF:	CLASS: 009			
DRC -T014XX United States	ADAMAT	542,529 6/11/1985		Abandoned
REF:	CLASS: 035			
DRC -T015XX United States	UNICORN	553,737 8/14/1985	1,387,358 3/25/1986	Abandoned
REF:	CLASS: 009			

Summary of All Trademarks of Dynamics Research Corporation

Docket Number	Mark	Serial No Filing Date	Registration No Registration Date	Status
DRC T016XX United States	FEAT	592,171 4/04/1986	1,459,476 9/29/1987	Abandoned
REF:	CLASS: 035			
DRC T017AX United States	AFEAT	684,310 9/14/1987	1,492,540 6/14/1988	Abandoned
REF:	CLASS: 035			
DRC -T017XX United States	AFEAT	592,172 4/04/1986		Abandoned
REF:	CLASS: 035			
DRC -T018XX United States	SPOCK	73/719,961 3/25/1988	1,535,958 4/18/1989	Abandoned
REF:	CLASS: 009			
DRC T019XX United States	HARNESS	74/269,086 4/24/1992		Abandoned
REF:	CLASS: 009			
DRC -T020XX United States	OPTIQUAL	74/506,908 3/30/1994	1,880,210 2/21/1995	Issued
REF:	CLASS: 042			
DRC -T021XX United States	ETCC	74/622,254 1/17/1995	1,945,607 1/02/1996	Issued
REF:	CLASS: 016			
DRC -T022XX United States	EMERGENCY TEAM COORDINATION COURSE	74/621,666 1/17/1995	1,921,276 9/19/1995	Issued
REF:	CLASS: 016			

Summary of All Trademarks of Dynamics Research Corporation

Docket Number	Mark	Serial No Filing Date	Registration No Registration Date	Status
DRC -T023XX United States	VISUALMAGIC	75/017,070 11/09/1995	2,102,030 9/30/1997	Issued

REF: CLASS: 009

DRC -T025XX United States	TCC	75/407,390 12/18/1997	2,286,481 10/12/1999	Issued
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REF: CLASS: 016

DRC -T026XX United States	TEAM COORDINATION COURSE	75/407,689 12/18/1997	2,267,884 8/03/1999	Issued
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REF: CLASS: 016

DRC -T032XX United States	MEDTEAMS	75/611,016 12/22/1998		Pending
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REF: CLASS: 041