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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies): 11-14-01
Butler International, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State Maryland
 Other _____

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

2. Name and address of receiving party(ies)
Name: General Electric Capital Corporation,
Internal _____ as Agent
Address: _____

Street Address: 800 Connecticut Avenue, 2 North
City: Norwalk State: CT Zip: 06854

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Delaware
 Other _____

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:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: September 28, 2001

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

A. Trademark Application No.(s)
See attached.

B. Trademark Registration No.(s)
See attached.

Additional number(s) attached Yes No

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

Internal Address: Paul, Hastings, Janofsky & Walker, LLP

Street Address: 1055 Washington Blvd.

City: Stamford State: CT Zip: 06901

6. Total number of applications and registrations involved: 13

7. Total fee (37 CFR 3.41).....\$ 340.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

(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 of the original document.

Marianne F. Taras
Name of Person Signing

Marianne F. Taras
Signature

11/13/01
Date

Total number of pages including cover sheet, attachments, and document: 18

11/16/2001 6TON11 00000082 2119897

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

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

TRADEMARK
REEL: 002396 FRAME: 0732

BUTLER INTERNATIONAL INC.



Service Marks	Owner/Applicant	Date of Registration/ Application	RegistrationNo./ Application
Mindpower	Butler International, Inc.	12/9/97	(2,119,897)
Mindpower For The Changing World	Butler International, Inc.	7/15/97	(2,078,381)
Miscellaneous Design (Cubes)	Butler International, Inc.	1/16/00	(2,421,317)
Butler International, Inc.	Butler International, Inc.	7/15/97	(2,078,380)
Butler Technical Group	Butler International, Inc.	12/26/00*	(2,415,378)
Butler Service Group, Inc.	Butler International, Inc.	8/15/00	(2,377,125)
Butler Telecom, Inc.	Butler International, Inc.	8/29/00	(2,380,933)
Butler Technology Solutions	Butler International, Inc.	8/8/00	(2,374,863)
Butler Fleet Services	Butler International, Inc.	10/31/00	(2,399,635)
BlueStorm, Inc.	Butler International, Inc.	pending	76-049,024
"Is There A Q To Support Your E?"	Butler International, Inc.	2/22/00	75-924,478
q Butler	Butler International, Inc.	2/22/00	75-924,477
E Begins with Q at Butler	Butler International, Inc.	2/2/00	75-924-479

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (together with all amendments, if any, from time to time hereto, this "Agreement"), dated as of September 28, 2001, is made by each of the grantors identified as such on the signature pages hereof (collectively referred to herein as "Grantors" and individually as a "Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as agent ("Agent") for itself and Lenders.

W I T N E S S E T H:

WHEREAS, pursuant to that Second Amended and Restated Credit Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement") by and among the Borrower (as defined therein), Grantors, the other Persons named therein as Credit Parties, Agent, and the Persons signatory thereto from time to time as Lenders, Lenders have agreed to make Loans to, and incur Letter of Credit Obligations for the benefit of, Borrower; and

WHEREAS, Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. To secure the complete and timely payment of all the Obligations of each Grantor now or hereafter existing from time to time, each Grantor hereby pledges and grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantors' right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Intellectual Property Collateral"):

(a) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule II hereto;

(c) all of its Copyrights and Copyright Licenses to which it is a party including those referred to on Schedule III hereto;

(d) all reissues, continuations or extensions of the foregoing;

(e) all goodwill of the business connected with the use of, and symbolized by, each Patent, each Patent License, each Trademark, each Trademark License, each Copyright and each Copyright License; and

(f) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Patent or Patent licensed under any Patent License, (ii) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (iii) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (iv) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, (v) infringement or dilution of any Copyright or Copyright licensed under any Copyright License, and (vi) injury to the goodwill associated with any Copyright or any Copyright licensed under any Copyright License.

3. REPRESENTATIONS AND WARRANTIES. Each Grantor represents and warrants that such Grantor does not have any interest in, or title to, any Patent, Trademark or Copyright except as set forth in Schedule I, Schedule II and Schedule III, respectively, hereto. This Agreement is effective to create a valid and continuing Lien on and, upon the filing hereof with the United States Patent and Trademark Office and the United States Copyright Office, perfected security interests in favor of Agent in all of such Grantor's Patents, Trademarks and Copyrights and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, such Grantor. Upon filing of this Agreement with the United States Patent and Trademark Office and the United States Copyright Office and the filing of appropriate financing statements listed on Schedule I to the Borrower Security Agreement and on Schedule I to the Subsidiary Security Agreement, all action necessary or advisable, under applicable law, to protect and perfect Agent's Lien on Grantor's Patents, Trademarks and Copyrights shall have been duly taken.

4. COVENANTS. Each Grantor covenants and agrees with Agent, on behalf of itself and Lenders, that from and after the date of this Agreement and until the Termination Date:

(a) Such Grantor shall notify Agent immediately if it knows or has reason to know that any application or registration relating to any Patent, Trademark or Copyright (now or hereafter existing) is reasonably likely to become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding such

Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(b) In no event shall such Grantor, either directly or through any agent, employee, licensee or designee, file an application for the registration of any Patent, Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency without giving Agent simultaneous written notice thereof, and, upon request of Agent, such Grantor shall execute and deliver a supplement hereto (in form and substance reasonably satisfactory to Agent) to evidence Agent's Lien on such Patent, Trademark or Copyright, and the General Intangibles of such Grantor relating thereto or represented thereby.

(c) Such Grantor shall take all actions necessary or reasonably requested by Agent to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the Patents or Trademarks (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings.

(d) In the event that any of the Intellectual Property Collateral is infringed upon, or misappropriated or diluted by a third party, such Grantor shall notify Agent promptly after such Grantor learns thereof. Such Grantor shall, unless it shall reasonably determine that such Intellectual Property Collateral is in no way material to the conduct of its business or operations, promptly take all reasonable steps to cause cessation thereof, including without limitation, commencing suit for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, or otherwise obtain appropriate equitable relief, and shall take such other actions as Agent shall deem reasonably appropriate under the circumstances to protect such Intellectual Property Collateral.

5. SECURITY AGREEMENTS. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent pursuant to the Borrower Security Agreement and the Subsidiary Security Agreement. Grantors hereby acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Borrower Security Agreement and the Subsidiary Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

6. REINSTATEMENT. This Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor for liquidation or reorganization, should any Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of any Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of

the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a “voidable preference,” “fraudulent conveyance,” or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

7. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Credit Agreement.

8. TERMINATION OF THIS SECURITY AGREEMENT. Subject to Section 6 hereof, this Agreement shall terminate upon the Termination Date.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Grantors have caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

BUTLER INTERNATIONAL, INC.

By: Michael Hellriegel
Name: Michael Hellriegel
Title: SVP - Finance

BUTLER SERVICE GROUP, INC.

By: Michael Hellriegel
Name: Michael Hellriegel
Title: SVP - Finance

**BUTLER SERVICES
INTERNATIONAL, INC.**

By: Michael Hellriegel
Name: Michael Hellriegel
Title: SVP - Finance

BUTLER TELECOM, INC.

By: Michael Hellriegel
Name: Michael Hellriegel
Title: SVP - Finance

BLUESTORM, INC.

By: Michael Hellriegel
Name: Michael Hellriegel
Title: SVP - Finance

BUTLER SERVICES, INC.

By: Michael Hellriegel
Name: Michael Hellriegel
Title: SVP-Finance

BUTLER UTILITY SERVICE, INC.

By: Michael Hellriegel
Name: Michael Hellriegel
Title: SVP-Finance

ACCEPTED and ACKNOWLEDGED by:

**GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent**

By: [Signature]
Name: Michael D. [Signature]
Its: Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

STATE OF Connecticut

COUNTY OF Fairfield

ss. Stamford

On this th28 day of September, 2001 before me personally appeared Michael Hellriegel, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Butler International, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Marianne Faith Vero
Notary Public

{seal}

My Commission Exp. Jan. 31, 2005

ACKNOWLEDGMENT OF GRANTOR

STATE OF Connecticut

COUNTY OF Fairfield

ss. Stamford

On this 28th day of September, 2001 before me personally appeared Michael Hellriegel, proved to me on the basis-of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Butler Service Group, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Marianne Faith Laras
Notary Public

{seal}

My Commission Exp. Jan. 31, 2005

ACKNOWLEDGMENT OF GRANTOR

STATE OF Connecticut
COUNTY OF Fairfield

ss. Stamford

On this 28th day of September, 2001 before me personally appeared Michael Hellriegel, proved to me on the basis-of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Butler Services International, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Marianne Faith Jones
Notary Public

{seal}

My Commission Exp. Jan. 31, 2005


ACKNOWLEDGMENT OF GRANTOR

STATE OF Connecticut

COUNTY OF Fairfield

ss. Stamford

On this 26th day of September, 2001 before me personally appeared Michael Hellriegel, proved to me on the basis-of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Butler Telecom, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

{seal}

My Commission Exp. Jan. 31, 2005

ACKNOWLEDGMENT OF GRANTOR

STATE OF Connecticut
COUNTY OF Fairfield

ss. Stamford

On this 28th day of September, 2001 before me personally appeared Michael Hellriegel, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of BlueStorm, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Maryanne Faith Jones
Notary Public

{seal}

My Commission Exp. Jan. 31, 2005

ACKNOWLEDGMENT OF GRANTOR

STATE OF Connecticut
COUNTY OF Fairfield

ss. Stamford

On this 26th day of September, 2001 before me personally appeared Michael Hellriegel, proved to me on the basis-of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Butler Services, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Meliora Faith Lewis
Notary Public

{seal}

My Commission Exp. Jan. 31, 2005

ACKNOWLEDGMENT OF GRANTOR

STATE OF Connecticut

COUNTY OF Stamford

ss. Stamford

On this 28th day of September, 2001 before me personally appeared Michael Hellriegel, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Butler Utility Service, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Marianne Faith Jones
Notary Public

{seal}

My Commission Exp. Jan. 31, 2005

SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. PATENT REGISTRATIONS

<u>Patent</u>	<u>Reg. No.</u>	<u>Date</u>
None		

II. PATENT APPLICATIONS

<u>Patent</u>	<u>Application No.</u>	<u>Date</u>
None		

III. PATENT LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
None		

SCHEDULE II
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Service Marks	Owner/Applicant	Date of Registration/ Application	RegistrationNo./ Application
Mindpower	Butler International, Inc.	12/9/97	(2,119,897)
Mindpower For The Changing World	Butler International, Inc.	7/15/97	(2,078,381)
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Butler International, Inc.	Butler International, Inc.	7/15/97	(2,078,380)
Butler Technical Group	Butler International, Inc.	12/26/00*	(2,415,378)
Butler Service Group, Inc.	Butler International, Inc.	8/15/00	(2,377,125)
Butler Telecom, Inc.	Butler International, Inc.	8/29/00	(2,380,933)
Butler Technology Solutions	Butler International, Inc.	8/8/00	(2,374,863)
Butler Fleet Services	Butler International, Inc.	10/31/00	(2,399,635)
BlueStorm, Inc.	Butler International, Inc.	pending	76-049,024
“Is There A Q To Support Your E?”	Butler International, Inc.	2/22/00	abandoned
q Butler	Butler International, Inc.	2/2200	75-924,477
E Begins with Q at Butler	Butler International, Inc.	2/2/00	75-924-479

Some Butler original printed matter published by any Butler International, Inc. subsidiary, division or branch have copyright protection by printing the word “Copyright” followed by the copyright symbol, the year, and the identity of the company on the front page, title page, or reverse side of title page. Generally, Butler does not file for copyright protection.

Copyrights: None

Patents: None

Infringement Claims: None

SCHEDULE III
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. COPYRIGHT REGISTRATIONS

<u>Copyright</u>	<u>Reg. No.</u>	<u>Date</u>
None		

II. COPYRIGHT APPLICATIONS

<u>Copyright</u>	<u>Application No.</u>	<u>Date</u>
None		

III. COPYRIGHT LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
None		