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TRADEMARKS ONLY

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):

Delttek Systems, Inc.

☐ Individual(s)☐ Association☐ General Partnership☐ Limited Partnership☒ Corporation-State Virginia☐ OtherAdditional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

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

Execution Date: May 31, 2002

2. Name and address of receiving party(ies)

Name: SunTrust Bank

Internal

Address: Suite 300

Street Address: 8245 Boone Boulevard

City: Vienna State: VA Zip: 22182

☐ Individual(s) citizenship☐ Association☐ General Partnership☐ Limited Partnership☒ Corporation-State Georgia☐ 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

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

A. Trademark Application No.(s)

75/562,977

B. Trademark Registration No.(s)

2547994

1978814

2456747

1674008

Additional number(s) attached ☐ Yes ☒ No

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

Name: Sharone Cannon

Internal Address: IP Docketing Room
Room 1126-B

Street Address: Arnold & Porter

555 Twelfth Street, N.W.

City: Washington State: DC Zip: 20004

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41).....\$ 140.00

☐ Enclosed☒ Authorized to be charged to deposit account

8. Deposit account number:

01-2510

(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.

Sherrese M. Smith

Name of Person Signing

Signature

6/10/02

Date

Total number of pages including cover sheet, attachments, and document: 19

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

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01 FC:481
02 FC:48240.00 CH
100.00 CHTRADEMARK
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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this "Assignment") is dated as of May 31, 2002 by and between Deltek Systems, Inc., a Virginia corporation (the "Assignor"), and SunTrust Bank, a Georgia banking corporation (the "Assignee").

RECITALS:

WHEREAS, the Assignor and certain of its affiliates (collectively, the "Borrowers") have entered into a Loan Agreement, dated as of May 31, 2002, with the Assignee (as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement");

WHEREAS, the Assignor will receive substantial and direct benefits from the extensions of credit contemplated by the Loan Agreement and is entering into this Assignment to induce the Assignee to extend credit to the Assignor and the other Borrowers pursuant to the Loan Agreement; and

WHEREAS, the execution and delivery of this Assignment is a condition precedent to the obligation of the Assignee to extend credit to the Borrowers under the Loan Agreement.

NOW, THEREFORE, in consideration of the premises and mutual promises herein contained and other good and valuable consideration and as an inducement to the Assignee to extend credit to the Borrowers, the Assignor and the Assignee, intending to be legally bound hereby, covenant and agree as follows:

1. DEFINITIONS AND EFFECT.

1.1. Terms Defined in Loan Agreement. All capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Loan Agreement.

1.2 Definitions of Certain Terms Used Herein. As used in this Assignment the following terms shall have the following meanings:

"Collateral" has the meaning ascribed to it by Section 2 hereof.

"Default" means an event described in Section 5 hereof.

"Exhibit" refers to a specific exhibit to this Assignment, unless another document is specifically referenced.

"Licenses" has the meaning ascribed to it by Section 2(b) hereof.

"Lien" means any lien (statutory or other), security interest, mortgage, pledge, hypothecation, claim, charge, encumbrance, title retention agreement, or lessor's interest, in or on the Collateral or any portion thereof.

"Obligations" shall have the meaning given thereto in the Loan Agreement.

"Patents" has the meaning ascribed to it by Section 2(c) hereof.

"Related Documents" means, collectively, all documents and things in the Assignor's possession related to the production and sale by the Assignor, or any Affiliate, Subsidiary, licensee or subcontractor thereof, of products or services sold by or under the authority of the Assignor in connection with the Patents, Trademarks, or Licenses including, without limitation, all product and service specification documents and production and quality control manuals used in the manufacture of products or provision of services sold under or in connection with the Trademarks.

"Trademarks" has the meaning ascribed to it by Section 2(a) hereof.

"Unmatured Default" means an event which but for the lapse of time or the giving of notice, or both, would constitute a Default.

The foregoing definitions shall be equally applicable to both the singular and plural forms of the defined terms.

2. GRANT OF SECURITY INTEREST.

The Assignor hereby sells, assigns, transfers and sets over to the Assignee, and grants to the Assignee, a security interest in all of the Assignor's right, title and interest in and to all of its now owned or existing and hereafter acquired or arising property described as follows (collectively, the "Collateral") to secure the prompt and complete payment and performance of the Obligations:

(a) all United States and foreign trademarks, tradenames, service marks, trademark and service mark registrations and renewals, and trademark and service mark applications, including, without limitation, the trademarks, service marks, tradenames and trademark and service mark applications listed on Exhibit A hereto, and registrations and renewals thereof, and all income, royalties, damages and payments now and hereafter due and/or payable under and with respect to all trademarks, tradenames and service marks including, without limitation, damages and payments for past and future infringements thereof against third parties (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"). Notwithstanding the foregoing, Trademarks shall not include any Trademark abandoned by the Assignor prior to the date hereof;

(b) all license agreements in which the Assignor is or becomes licensed (or grants or permits, whether now or in the future a license) to use a copyright, trademark, service mark, tradename, patent or the related know-how including, without limitation, the license agreements listed on Exhibit B hereto (the "Licenses");

(c) all United States and foreign patents and patent applications, whether in the United States or any foreign jurisdiction, and the inventions and improvements described and claimed therein and trade secrets and know-how related thereto, including,

without limitation, the patents and patent applications listed on Exhibit C hereto, and the re-issues, divisions, renewals, extensions and continuations-in-part thereof and all income, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof, the right to sue for past, present and future infringements thereof and all rights corresponding thereto throughout the world (all of the foregoing being sometimes hereinafter individually and/or collectively referred to as the "Patents");

(d) the goodwill of the Assignor's business connected with the use of and symbolized by the Trademarks;

(e) the Related Documents; and

(f) all products and proceeds, including, without limitation, insurance proceeds, of any of the foregoing.

3. REPRESENTATIONS AND WARRANTIES.

The Assignor represents and warrants to the Assignee that:

3.1. Representations and Warranties in Loan Agreement. All of the representations and warranties set forth in Article IV of the Loan Agreement are true and correct as of the date of this Assignment.

3.2. Title, Authorization, Validity and Enforceability. The Assignor has good and valid rights in and title to the Collateral with respect to which it has purported to grant a security interest hereunder, free and clear of all Liens except for Liens permitted pursuant to the Loan Agreement, and has full power and authority to grant to the Assignee the security interest in such Collateral pursuant hereto. The execution, delivery and performance by the Assignor of this Assignment have been duly authorized by proper corporate proceedings, and this Assignment constitutes a legal, valid and binding obligation of the Assignor and creates a security interest which is enforceable against the Assignor in all now owned and hereafter acquired Collateral.

3.3. Conflicting Laws and Contracts. Neither the execution and delivery by the Assignor of this Assignment, the creation and perfection of the security interest in the Collateral granted hereunder, nor compliance with the terms and provisions hereof, will violate any law, rule, regulation, order, writ, judgment, injunction, decree or award binding on the Assignor or the Assignor's articles of incorporation or by-laws, the provisions of any indenture, instrument or agreement to which the Assignor is a party or is subject, or by which it, or its property, is bound, or conflict with or constitute a default thereunder, or result in the creation or imposition of any Lien pursuant to the terms of any such indenture, instrument or agreement.

3.4. Principal Location. As of the date hereof, the Assignor's mailing address, and the location of its chief executive office and of the books and records relating to the Collateral are disclosed in Exhibit D hereto.

3.5. No Other Names. Except as set forth in Exhibit E hereto, at any time during the five years immediately preceding the date of this Assignment, the Assignor has not conducted business under any name except the name in which it has executed this Assignment.

3.6. No Default. No Default or Unmatured Default exists.

3.7. No Financing Statements. Upon the making of the filings and recordings specified in clauses (a) and (b) of Section 3.8 below, the Assignee will have a first priority perfected security interest in the Collateral. No financing statement or similar document describing all or any portion of the Collateral which has not lapsed or been terminated naming the Assignor as debtor or assignor has been filed in any jurisdiction or office, including, without limitation, the United States Patent and Trademark Office, except for those financing statements or similar documents permitted under Section 6.1 of the Loan Agreement.

3.8. Security Interest. This Assignment creates a valid security interest in and collateral assignment of the Collateral, enforceable against the Assignor and all third parties, securing payment of the Obligations, which security interest will be perfected, with respect to rights in the United States, upon (a) the recording of this Assignment in the Office of the Commissioner of Patents and Trademarks, and (b) the filing of Uniform Commercial Code financing statements in the offices set forth on Exhibit D.

3.9. Registrations. Except as described on Exhibits A and C, the Assignor has duly and properly applied for registration of the Trademarks and Patents listed in Exhibits A and C hereto as indicated thereon, respectively, in the United States Patent and Trademark Office.

3.10. Litigation. There has been no litigation, arbitration, governmental investigation, proceeding or inquiry pending or, to the knowledge of any of the Assignor's officers, threatened against or affecting the Assignor or its Subsidiaries challenging the Assignor's right, title and interest in the Collateral or alleging that the Assignor's use of any Collateral violates the rights of any Person which could reasonably be expected to have a Material Adverse Effect. The Assignor's use of the Collateral does not infringe upon the rights of any third party.

3.11. Complete Listing. The Trademarks, Licenses and Patents set forth on the Schedules hereto constitute, as of the date hereof, all Trademarks, Licenses and Patents of the Assignor and Assignor has good and marketable title to all such property, free and clear of all Liens other than those in favor of the Assignee or permitted under Section 6.1 of the Loan Agreement.

4. COVENANTS.

From the date of this Assignment, and thereafter until this Assignment is terminated:

4.1. Inspection. The Assignor will permit the Assignee, by its representatives and agents, upon reasonable prior notice, to examine and make copies of the records of the Assignor relating to the Collateral, and to discuss the Collateral and the related records of the Assignor with, and to be advised as to the same by, the Assignor's officers and employees at such reasonable times during normal business hours and intervals as the Assignee may reasonably determine.

4.2. Taxes. The Assignor will pay when due all taxes, assessments and governmental charges and levies upon the Collateral, except those which are being contested in good faith by appropriate proceedings and with respect to which no Lien exists.

4.3. Records and Reports. The Assignor will maintain complete and accurate books and records with respect to the Collateral, and furnish to the Assignee such reports relating to the Collateral as the Assignee may from time to time request.

4.4. Notice of Default. As soon as possible and, in any event, within ten days after the occurrence of each Default or Unmatured Default, the Assignor will provide to the Assignee a written notice setting forth the details of such Default or Unmatured Default and the action that is proposed to be taken by the Assignor with respect thereto.

4.5. Financing Statements and Other Actions. The Assignor will execute and deliver to the Assignee all financing statements and other documents and take such other actions as may from time to time be requested by the Assignee in order to maintain and/or perfect a first perfected security interest in the Collateral.

4.6. Disposition of Collateral. The Assignor will not sell, lease or otherwise dispose of the Collateral.

4.7. Liens. The Assignor will not create, incur or suffer to exist any Lien on the Collateral except (i) the security interest created by this Assignment and (ii) the Liens permitted pursuant to Section 6.1 of the Loan Agreement.

4.8. Other Financing Statements. The Assignor will not sign or authorize the signing on its behalf of any financing statement naming it as debtor covering all or any portion of the Collateral, except financing statements naming the Assignee as secured party.

4.9. Preservation of Value. The Assignor agrees to make all commercially reasonable efforts to protect and preserve the value and integrity of all material Trademarks, Patents and Licenses and, to that end, shall make all commercially reasonable efforts to maintain the quality of any and all of its products or services bearing the trademarks or service marks included in such Trademarks, Patents or Licenses consistent with the quality of such products and services of such marks as of the date of this Assignment.

4.10. Collateral Royalties; Term. The Assignor hereby agrees that any use by the Assignee of any Patents, Trademarks and Licenses as described above shall be worldwide, to the extent possessed by the Assignor, and without any liability for royalties or other related charges from the Assignee to the Assignor. The term of the assignments and grants of security interests granted herein shall extend until the expiration of each of the respective Trademarks, Patents and Licenses assigned or pledged hereunder, or until the Obligations have been indefeasibly paid in full, no commitment by the Assignee exists that could give rise to any Obligations and the Loan Agreement and this Assignment have been terminated, whichever first occurs.

4.11. Annual Report. The Assignor shall provide the Assignee upon request, and in any event within fifteen (15) days after the end of each calendar quarter of each year, with a list of all new applications for United States and foreign patents and trademarks, which new applications

shall be subject to the terms and conditions of this Assignment. The Assignor hereby authorizes the Assignee to modify this Assignment by amending the Exhibits hereto to include any such new Trademarks, Patents or Licenses and to re-record this Assignment from time to time as the Assignee sees fit.

4.12. Delivery of Certificates. Upon the request of the Assignee, the Assignor shall deliver to the Assignee copies of all existing and future official Certificates of Registration for the Patents and Trademarks.

4.13. Notice of Proceedings. The Assignor shall promptly notify the Assignee, and in any case within ten (10) days after it learns of such event, of the institution of, and any adverse determination in, any proceeding in the United States Patent and Trademark Office or any agency or any court regarding the Assignor's right, title and interest in any material Patent or Trademark or the Assignor's right to register any material Patent or Trademark.

5. DEFAULT.

5.1. The occurrence of any one or more of the following events shall constitute a Default:

5.1.1. Any representation or warranty made by or on behalf of the Assignor to the Assignee under or in connection with this Assignment shall be materially false as of the date on which made.

5.1.2. The breach by the Assignor of any of the terms or provisions of Section 4.4, 4.5, 4.6, 4.7, 4.8, 4.9 or 8.5 hereof.

5.1.3. The breach by the Assignor (other than a breach which constitutes a Default under Section 5.1.1 or 5.1.2) of any of the terms or provisions of this Assignment which is not remedied within ten (10) Business Days after the giving of written notice to the Assignor by the Assignee.

5.1.4. The occurrence of any "Default" under and as defined in the Loan Agreement.

5.2. Acceleration and Remedies. If any Default described in the Loan Agreement occurs with respect to the Assignor, the right of the Assignee to declare the Obligations to be due and payable shall be determined in accordance with the Loan Agreement.

5.3. Assignor's Obligations Upon Default. Upon the request of the Assignee after the occurrence of a Default, the Assignor will:

5.3.1. Assembly of Collateral. Assemble and make available to the Assignee the Collateral and all records relating thereto at any place or places specified by the Assignee.

5.3.2. Secured Party Access. Permit the Assignee, by the Assignee's representatives and agents, to enter and remain on any premises where all or any part of the books and records relating thereto, or both, are located, to take possession of all or any part of

the Collateral or such books and records and to remove all or any part of the Collateral or such books and records.

6. WAIVERS, AMENDMENTS AND REMEDIES.

6.1. Remedies. In the event that any Default has occurred and is continuing, the Assignee, without demand of performance or other demand, advertisement or notice of any kind (except the notice specified below of time and place of public or private sale) to or upon the Assignor or any other person (all and each of which demands, advertisements and/or notices are hereby expressly waived), may forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or may forthwith sell, assign, give option or options to purchase, contract to sell or otherwise dispose of and deliver said Collateral, or any part thereof, in one or more portions at public or private sale or sales or dispositions, at any exchange, broker's board or at any of the Assignee's offices or elsewhere upon such terms and conditions as the Assignee may deem advisable and at such prices as the Assignee may deem best, for any combination of cash or on credit or for future delivery without assumption of any credit risk, with the right to the Assignee upon any such sale or sales or dispositions, public or private, to purchase the whole or any part of said Collateral so sold, free of any right or equity of redemption in the Assignor, which right or equity is hereby expressly waived and released.

6.2. Waivers and Amendments. No delay or omission of the Assignee to exercise any right or remedy granted under this Assignment shall impair such right or remedy or be construed to be a waiver of any Unmatured Default or Default or an acquiescence therein, and any single or partial exercise of any such right or remedy shall not preclude other or further exercise thereof or the exercise of any other right or remedy, and no waiver, amendment or other variation of the terms, conditions or provisions of this Assignment whatsoever shall be valid unless in writing signed by the Assignee, and then only to the extent specifically set forth in such writing; provided, however, that any amendment purporting to release all or substantially all of the Collateral shall be valid only if signed by the Assignee. All rights and remedies contained in this Assignment or by law afforded shall be cumulative and all shall be available to the Assignee until the Obligations have been indefeasibly paid in full.

7. PROCEEDS.

7.1. Special Collateral Account. The Assignee may require all cash proceeds of the Collateral to be deposited in a special non-interest bearing cash collateral account with the Assignee and held there as security for the Obligations. The Assignor shall have no control whatsoever over said cash collateral account. If no Default or Unmatured Default has occurred or is continuing, the Assignee shall from time to time deposit the collected balances in said cash collateral account into the Assignor's general operating account with the Assignee. If any Default or Unmatured Default has occurred and is continuing, the Assignee may, from time to time, apply the collected balances in said cash collateral account to the payment of the Obligations whether or not the Obligations shall then be due.

7.2. Application of Proceeds. The proceeds of the Collateral shall be applied by the Assignee to payment of the Obligations in the following order unless a court of competent jurisdiction shall otherwise direct:

(a) FIRST, to payment of all costs and expenses of the Assignee incurred in connection with the collection and enforcement of the Obligations or of the security interest granted to the Assignee pursuant to this Assignment;

(b) SECOND, to payment of that portion of the Obligations constituting accrued and unpaid interest and fees;

(c) THIRD, to payment of the principal of the Obligations;

(d) FOURTH, to payment of any Obligations (other than those listed above);
and

(e) FIFTH, the balance, if any, after all of the Obligations have been satisfied, shall be remitted to the Assignor or otherwise as required by law.

8. GENERAL PROVISIONS.

8.1. Notice of Disposition of Collateral. The Assignor hereby waives notice of the time and place of any public sale or the time after which any private sale or other disposition of all or any part of the Collateral may be made. To the extent such notice may not be waived under applicable law, any notice made shall be deemed reasonable if sent to the Assignor, addressed as set forth in Section 9 hereof, at least ten (10 Business Days prior to (i) the date of any such public sale or (ii) the time after which any such private sale or other disposition may be made.

8.2. Assignee Performance of Assignor Obligations. Without having any obligation to do so, upon either (a) notice to the Assignor or (b) the occurrence of a Default, the Assignee may perform or pay any obligation which the Assignor has agreed to perform or pay in this Assignment and the Assignor shall reimburse the Assignee for any amounts paid by the Assignee pursuant to this Section 8.2. The Assignor's obligation to reimburse the Assignee pursuant to the preceding sentence shall be an Obligation payable on demand.

8.3. Authorization for Assignee to Take Certain Action. The Assignor irrevocably authorizes the Assignee at any time and from time to time, in the sole discretion of the Assignee, upon either (a) notice to the Assignor or (b) the occurrence of a Default: (i) to execute on behalf of the Assignor as debtor and to file financing statements and other documents with the United States Patent and Trademark Office or otherwise which are necessary or desirable in the Assignee's sole discretion to perfect and to maintain the perfection and priority of the Assignee's security interest in the Collateral; (ii) to indorse and collect any cash proceeds of the Collateral; or (iii) to file a carbon, photographic or other reproduction of this Assignment or any financing statement with respect to the Collateral as a financing statement in such offices as the Assignee in its sole discretion deems necessary or desirable to perfect and to maintain the perfection and priority of the Assignee's security interest in the Collateral. At any time and from time to time after the Obligations have been declared or become due and payable in accordance with the Loan Agreement, the Assignor authorizes the Assignee to apply the proceeds of any Collateral received by the Assignee to the Obligations as provided in Section 7 hereof.

8.4. Specific Performance of Certain Covenants. The Assignor acknowledges and agrees that a breach of any of the covenants contained in Sections 4.1, 4.5, 4.6, 4.13, 5.3 and 8.5 hereof will cause irreparable injury to the Assignee and that the Assignee has no adequate remedy at law in respect of such breaches and therefore agrees, without limiting the right of the Assignee to seek and obtain specific performance of other obligations of the Assignor contained in this Assignment, that the covenants of the Assignor contained in the Sections referred to in this Section 8.4 shall be specifically enforceable against the Assignor.

8.5. Dispositions Not Authorized. Except as provided for by the Loan Agreement, the Assignor is not authorized to sell or otherwise dispose of the Collateral and notwithstanding any course of dealing between the Assignor and the Assignee or other conduct of the Assignee, no authorization to sell or otherwise dispose of the Collateral shall be binding upon the Assignee unless such authorization is in writing signed by the Assignee.

8.6. Definition of Certain Terms. Terms defined in the Virginia Uniform Commercial Code which are not otherwise defined in this Assignment are used in this Assignment as defined in the Virginia Uniform Commercial Code as in effect on the date hereof.

8.7. Benefit of Agreement. The terms and provisions of this Assignment shall be binding upon and inure to the benefit of the Assignor, the Assignee and their respective successors and assigns, except that the Assignor shall not have the right to assign its rights or delegate its obligations under this Assignment or any interest herein, without the prior written consent of the Assignee.

8.8. Survival of Representations. All representations and warranties of the Assignor contained in this Assignment shall survive the execution and delivery of this Assignment.

8.9. Taxes and Expenses. Any taxes (including, without limitation, any sales, gross receipts, general corporation, personal property, privilege or license taxes, but not including any federal or other taxes imposed upon the Assignee, with respect to its gross or net income or profits arising out of this Assignment) payable or ruled payable by any Federal or state authority in respect of this Assignment shall be paid by the Assignor, together with interest and penalties, if any. The Assignor shall reimburse (a) the Assignee for any and all reasonable out-of-pocket expenses and internal charges (including reasonable attorneys', auditors' and accountants' fees and reasonable time charges of attorneys, paralegals, auditors and accountants who may be employees of the Assignee) paid or incurred by the Assignee in connection with the preparation, execution, delivery, administration, collection and enforcement of this Assignment and in the audit, analysis, administration, collection, preservation or sale of the Collateral (including the expenses and charges associated with any periodic or special audit of the Collateral), and (b) the Assignee for any and all reasonable out-of-pocket expenses and internal charges (including reasonable attorneys', auditors' and accountants' fees and reasonable time charges of attorneys, paralegals, auditors and accountants who may be employees of the Assignee) paid or incurred by the Assignee in connection with the collection and enforcement of this Assignment.

8.10. Headings. The title of and section headings in this Assignment are for convenience of reference only, and shall not govern the interpretation of any of the terms and provisions of this Assignment.

8.11. Termination. This Assignment shall continue in effect (notwithstanding the fact that from time to time there may be no Obligations outstanding) until (i) the Loan Agreement has terminated pursuant to its express terms and (ii) all of the Obligations have been indefeasibly paid and performed in full and no commitments of the Assignee which would give rise to any Obligations are outstanding.

8.12. Entire Agreement. This Assignment together with the other Loan Documents constitute the full and entire agreement and understanding between the Assignor and the Assignee relating to the Collateral and supersedes all prior agreements and understandings between the Assignor and the Assignee relating to the Collateral.

8.13. Indemnity. The Assignor hereby agrees to indemnify the Assignee, and its successors, assigns, agents and employees, from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, and expenses of any kind and nature (including, without limitation, all expenses of litigation or preparation therefor whether or not the Assignee is a party thereto), imposed on, incurred by or asserted against the Assignee, or its successors, assigns, agents and employees, in any way relating to or arising out of this Assignment, or the manufacture, purchase, acceptance, rejection, ownership, delivery, lease, possession, use, operation, condition, sale, return or other disposition of any Collateral (including, without limitation, latent and other defects, whether or not discoverable by the Assignee, and any claim for patent, trademark or copyright infringement).

8.14. Releases. Upon termination of this Assignment in accordance with the provisions of Section 8.11 hereof, the Assignee shall, at the Assignor's request and expense, execute such releases as the Assignor may reasonably request, in form and upon terms acceptable to the Assignee in all respects.

8.15. Waivers. Except to the extent expressly otherwise provided herein or in any other Loan Document, the Assignor waives, to the extent permitted by applicable law, (a) any right to require the Assignee to proceed against any other person, to exhaust its rights in any other collateral, or to pursue any other right which the Assignee may have, and (b) with respect to the Obligations, presentment and demand for payment, protest, notice of protest and non-payment, and notice of the intention to accelerate.

8.16. Counterparts. This Assignment may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Assignment by signing any such counterpart. This Assignment shall be effective when it has been executed by the Assignor and the Assignee.

8.17. CHOICE OF LAW. THIS ASSIGNMENT SHALL BE CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS, WITHOUT REGARD TO CONFLICT OF LAWS PROVISIONS, OF THE COMMONWEALTH OF VIRGINIA.

8.18. Marshalling. The Assignee shall not be under any obligation to marshal any assets in favor of the Assignor or any other party or against or in payment of any or all of the obligations.

8.19. Actions Not Releases. The Lien hereunder and Assignor's obligations and rights hereunder shall not be released, diminished, impaired, or adversely affected by the occurrence of any one or more of the following events: (i) the taking or accepting of any other security or assurance at any time existing in connection with any or all of the Obligations; (ii) any release, surrender, exchange, subordination or loss of any security or assurance at any time existing in connection with any or all of the Obligations; (iii) the modification of, amendment to, or waiver of compliance with any terms of the Loan Agreement or Loan Documents (other than modifications, amendments or waivers of this Assignment made in compliance with the Loan Agreement); (iv) the insolvency, bankruptcy, or lack of corporate power of any party at any time liable for the payment of any or all of the Obligations, whether now existing or hereafter occurring; (v) any renewal, extension, or rearrangement of the payment of any or all of the Obligations, either with or without notice to or consent of the Assignor, in accordance with the Loan Agreement, if applicable, or any adjustment, indulgence, forbearance, or compromise that may be granted or given by the Assignee to the Assignor; (vi) any neglect, delay, omission, failure, or refusal of the Assignee to take or prosecute any action in connection with any other agreement, document, guaranty, or instrument evidencing, securing, or assuring the payment of all or any of the Obligations; (vii) any failure of the Assignee to notify the Assignor of any renewal, extension, or assignment of the Obligations or any part thereof, or the release of any security, or of any other action taken or refrained from being taken by the Assignee against the Assignor or any new agreement between the Assignee and the Assignor (or any combination thereof), it being understood that the Assignee shall not be required to give the Assignor any notice of any kind under any circumstances whatsoever, except as required under applicable law or as expressly provided herein, with respect to or in connection with the Obligations, including, without limitation, notice of acceptance of this Assignment; (viii) the illegality, invalidity, or unenforceability of all or any part of the Obligations against any party obligated with respect thereto by reason of the fact that the Obligations, or the interest paid or payable with respect thereto, exceeds the amount permitted by law, the act of creating the Obligations, or any part thereof, is ultra vires, or the officers creating same acted in excess of their authority, or for any other reason; or (ix) any payment by any party obligated with respect thereto is held to constitute a preference under applicable laws or for any other reason the Assignee is required to refund such payment or pay the amount thereof to someone else. No setoff, counterclaim, reduction or diminution of any obligation, or any defense of any kind or nature (other than full, indefeasible and timely payment of the Obligations) which Assignor may have or assert against the Assignee shall be available hereunder to, or shall be asserted by, Assignor against the Assignee in any action arising out of the transactions contemplated hereby or by any of the other Loan Documents or out of any of the documents or instruments referred to herein or therein.

9. NOTICES.


9.1. Sending Notices. Any notice required or permitted to be given under this Assignment shall be given in accordance with Section 10.3 of the Loan Agreement.

9.2. Change in Address for Notices. The Assignor and the Assignee may change the address for service of notice upon it by a notice in writing to the other.


[signature page follows]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed by their duly authorized representatives as of the date first above written.

DELTEK SYSTEMS, INC., as
Assignor

By: 
Name: Kenneth E. Delash
Title: PRESIDENT

SUNTRUST BANK, as Assignee


By: 
Name: Brian Haggerty
Title: Vice President

S-1 TO INTELLECTUAL
PROPERTY ASSIGNMENT

TRADEMARK
REEL: 002533 FRAME: 0170

STATE OF Virginia)
COUNTY OF Fairfax) SS:

The foregoing Intellectual Property Assignment was executed and acknowledged before me this 31st day of May, 2002 by Kenneth Edelaski, personally known to me to be the President of Deltek Systems, Inc., a Virginia corporation, on behalf of such company.



NOTARY PUBLIC

My Commission Expires: 11-30-04

(SEAL)

Embossed Hereon is My
Commonwealth of Virginia Notary Public Seal
My Commission Expires November 30, 2004
SANDRA D. NARBESKY

TRADEMARKS**Trademarks and Service Marks Used by the Borrowers**

GCS Premier
 ET Enterprise
 Projectivity
 Costpoint
 Deltek (and Logo Design)
 Project Workplace
 Micro/CFMS
 GCS Premier
 Electronic Timesheet (E.T.)
 Costpoint: Enterprise Software For Project Oriented Businesses
 Corporate Planner
 CFMS\Advantage Expensekeeper For Windows
 CFMS/RD
 Allegro: Resource Management System
 Advantage Timekeeper
 Advantage Series 10
 Advantage Payroll
 Advantage Accounts Payable
 Advantage

Registered* Trademarks and Service Marks

Registration Number (US)	Mark	Status	Owner
75-803142	GCS Premier	Registered	Deltek Systems, Inc.
75-755675	ET Enterprise	Registered	Deltek Systems, Inc.
75-562977	Projectivity	Pending	Deltek Systems, Inc.
74-532144	Costpoint	Registered	Deltek Systems, Inc.
73-595036	DELTEK (and Design)	Registered	Deltek Systems, Inc.

* INCLUDES APPLICATIONS FOR REGISTRATION.

LICENSES

None.

PATENTS

None.

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PRINCIPAL PLASE OF BUSINESS & MAILING ADDRESS

13880 Dulles Corner Lane
Herndon, Virginia 20171

UCC Financing Statement Filing Office:

Virginia State Corporation Commission

OTHER NAMES

Florida State DBA: Deltek Systems of VA, Inc.