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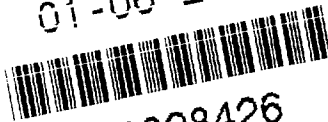
01-06-2003

Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

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

102328426

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

1. Name of conveying party(ies):

DigitalNet Government Solutions, LLC

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State
☒ Other limited liability company

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

3. Nature of conveyance:

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

Execution Date: 11/26/2002

2. Name and address of receiving party(ies)

Name: Bank of America, N.A., as Administrative Agent

Internal

Address: Mail Code: IL1-231-08-30

Street Address: 231 South LaSalle Street

City: Chicago State: IL Zip: 60697

- ☐ Individual(s) citizenship
☒ Association national banking association
☐ General Partnership
☐ Limited Partnership
☐ Corporation-State
☐ 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) 76190063

B. Trademark Registration No.(s) 1977778

Additional number(s) attached ☐ Yes ☒ No

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

Name: James T. Hedrick, Jr.

Internal Address:

Kennedy Covington Lobdell & Hickman, L.L.P.

Hearst Tower

Street Address: 214 North Tryon Street

City: Charlotte State: NC Zip: 28202

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 3.41).....\$ 65.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

9. Signature.

01/06/2003 DBYRNE 00000175 76190063

Betty G. Smith

Name of Person Signing

40.00 OP
25.00 OP

Signature

11/26/2002

Date

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

12

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

TRADEMARK
REEL: 2642 FRAME: 0682

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement") is entered into as of November 26, 2002 by DIGITALNET HOLDINGS, INC. a Delaware corporation ("Holdings"), DIGITALNET, INC., a Delaware corporation (the "Borrower"), certain Subsidiaries of the Borrower as identified on the signature pages hereto and any additional Subsidiaries of the Borrower who may become party to this Agreement (such Subsidiaries, collectively, the "Subsidiary Grantors" and, together with Holdings and the Borrower, collectively, the "Grantors"), in favor of BANK OF AMERICA, N.A., as Administrative Agent (the "Administrative Agent") under the Credit Agreement (as defined below). All capitalized terms defined in the Credit Agreement or the Collateral Agreement and not otherwise defined herein have the respective meanings provided for in the Credit Agreement or the Collateral Agreement, as applicable.

STATEMENT OF PURPOSE

WHEREAS, the Grantors own certain trademarks, trademark registrations, trademark applications and service marks, including those trademark registrations and trademark applications listed on Schedule 1 annexed hereto (other than each application to register any trademark or service mark prior to the filing under applicable Law of a verified statement of use for such mark), and are parties to certain trademark licenses, including those trademark licenses listed on Schedule 2 annexed hereto; and

WHEREAS, pursuant to the terms of the Collateral Agreement dated of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), by and among the Grantors and the Administrative Agent, the Grantors have granted to the Administrative Agent a security interest in certain assets of the Grantors, including all right, title and interest of each of the Grantors in, to and under all Trademark Collateral (as hereinafter defined) as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations owing by the Borrower under the Credit Agreement, dated of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Holdings, the Borrower, the Lenders party thereto and the Administrative Agent, and the other Loan Documents described in the Credit Agreement.

To induce the Administrative Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective Credit Extensions to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent, for the ratable benefit of itself and the Lenders, as follows:

1. **Grant of Security Interest.** Each Grantor does hereby grant to the Administrative Agent a continuing security interest in all of such Grantor's right, title and interest in, to and under all of the following other than each application to register any trademark or service mark prior to the filing under applicable Law of a verified statement of use for such mark (all of the following items or types of property being herein collectively referred to as the

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“Trademark Collateral”), whether now existing or hereafter created or acquired, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations:

(a) all Trademarks, including, without limitation, each Trademark referred to in Schedule 1 annexed hereto, together with any divisions or renewals thereof;

(b) all Trademark Licenses and other agreements providing such Grantor with the right to use, or pursuant to which such Grantor provides the right to use, any of the items described in Section 1(a), including each Trademark License referred to in Schedule 2 annexed hereto (except to the extent that the granting of a security interest therein is specifically prohibited in writing by, or would constitute an event of default under, any agreement governing such Trademark Licenses unless such prohibition is not enforceable or is otherwise ineffective under applicable law);

(c) all of the goodwill of the business connected with the use of, and symbolized by, each item described in Section 1(a) or Section 1(b);

(d) the right to sue third parties for past, present or future infringements of any Trademark Collateral described in Section 1(a) and, to the extent applicable, Section 1(b); and

(e) all products and proceeds of, and the rights associated with, the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred to in Schedule 1 and the trademarks licensed under any Trademark License, (ii) injury to the goodwill associated with the use of any such Trademark, Trademark registration or trademark licensed under any Trademark License, or (iii) breach or enforcement of any Trademark License.

2. Other Security Interests. This security interest is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provisions of this Agreement are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

3. New Trademarks. Each Grantor represents and warrants to the Administrative Agent that the Trademarks listed on Schedule 1 and the material Trademark Licenses listed on Schedule 2 constitute all of the Trademarks now owned by or licensed to such Grantor, and, with respect to the Trademarks on Schedule 1, for which registrations have been issued or applied for

in the United States Patent and Trademark Office other than any application to register any trademark or service mark prior to the filing under applicable Law of a verified statement of use for such mark. If, before the Obligations (other than contingent indemnity obligations) have been satisfied in full and the Credit Agreement terminated, any Grantor shall (i) obtain rights to any new Trademarks or Trademark Licenses used in the United States or in any foreign country or (ii) become entitled to the benefit of any Trademarks or Trademark Licenses used in the United States or in any foreign country, the provisions of Section 1 above shall automatically apply thereto (except for any application to register any trademark or service mark prior to the filing under applicable Law of a verified statement of use for such mark) and such Grantor shall give to the Administrative Agent prompt written notice thereof. Each Grantor hereby authorizes the Administrative Agent to modify this Agreement upon such written notice by amending Schedule 1 and Schedule 2 to include any future Trademarks or Trademark Licenses, as applicable, under Section 1 above or under this Section 3.

4. Lenders Not Liable. Neither the Administrative Agent nor any Lender by virtue of this Agreement assumes any obligations whatsoever in respect of the Trademark Collateral including, without limitation, any obligation to renew registrations of or defend the validity, enforceability or distinctiveness of the Trademark Collateral.

5. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy) and all of said counterparts, taken together, shall be deemed to constitute one and the same instrument.

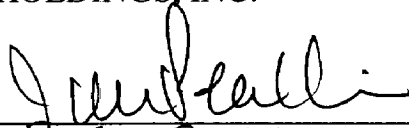
6. Successors and Assigns. This Agreement shall be binding upon the successors and assigns of the Grantors and shall inure to the benefit of the Grantors, the Administrative Agent and the Lenders and their successors and assigns; provided that no Grantor may assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of the Administrative Agent.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Grantors have caused this Trademark Security Agreement to be duly executed by their duly authorized officer thereunto, all as of the date first set forth above.

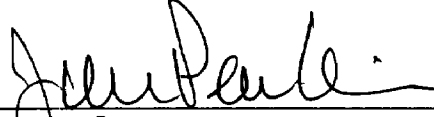
[CORPORATE SEAL]

DIGITALNET HOLDINGS, INC.

By: 
Name: Jack Pearlstein
Title: Chief Financial Officer, Treasurer & Secretary

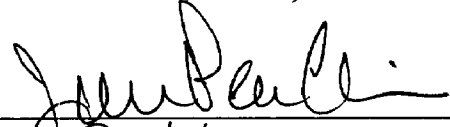
[CORPORATE SEAL]

DIGITALNET, INC.

By: 
Name: Jack Pearlstein
Title: Chief Financial Officer, Treasurer & Secretary

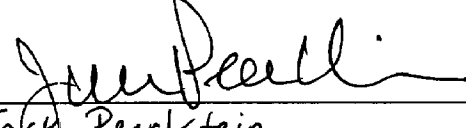
[CORPORATE SEAL]

DIGITALNET GOVERNMENT SOLUTIONS, LLC
(formerly known as GETRONICS
GOVERNMENT SOLUTIONS, L.L.C.)

By: 
Name: Jack Pearlstein
Title: Senior Vice President

[CORPORATE SEAL]

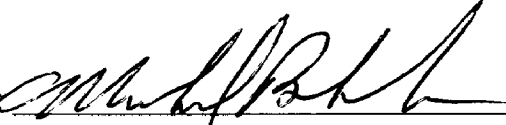
FEDERAL SYSTEMS INTEGRATION CORPORATION

By: 
Name: Jack Pearlstein
Title: Chief Financial Officer, Treasurer & Secretary

[Signature Pages Continue]

Agreed and Accepted as of November 26, 2002.

BANK OF AMERICA, N.A.,
as Administrative Agent

By 
Name: Michael Brashler
Title: Senior Agency Officer

[Acknowledgment Follows]

ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Cook

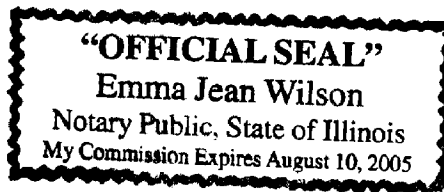
I, Emma Jean Wilson, a Notary Public for said County and State, do hereby certify that Jack Pearlstein personally appeared before me this day and stated that he is CFO, Treasurer & Secretary of DIGITALNET HOLDINGS, INC. and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this 25 day of November, 2002.

Emma Jean Wilson
Notary Public

My commission expires:

8-10-2005




ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Cook

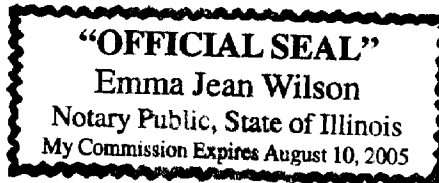
I, Emma Jean Wilson, a Notary Public for said County and State, do hereby certify that Jack Pearlstein personally appeared before me this day and stated that he is CFO, Treasurer & Secretary of DIGITALNET, INC. and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this 25 day of November, 2002.


Notary Public

My commission expires:

8-10-2005



ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Cook

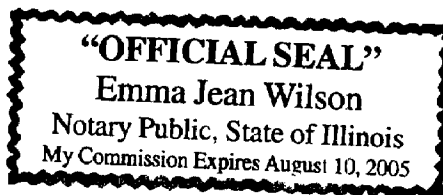
I, Emma Jean Wilson, a Notary Public for said County and State, do hereby certify that Jack Pearlstein personally appeared before me this day and stated that he is Senior Vice President of DIGITALNET GOVERNMENT SOLUTIONS, LLC (formerly known as GETRONICS GOVERNMENT SOLUTIONS, L.L.C.) and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this 25 day of November, 2002.

Emma Jean Wilson
Notary Public

My commission expires:

8-10-2005



ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Cook

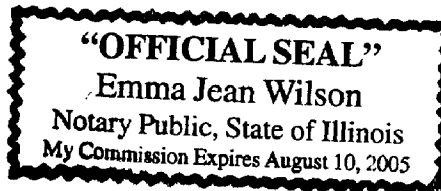
I, Emma Jean Wilson, a Notary Public for said County and State, do hereby certify that Jack Pearlstein personally appeared before me this day and stated that he is CEO, Treasurer & Secretary of FEDERAL SYSTEMS INTEGRATION CORPORATION and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this 25 day of November, 2002.

Emma Jean Wilson
Notary Public

My commission expires:

8-10-2005



Schedule 1
to Trademark
Security Agreement

Trademark/Service Mark	Owner	Application Number	Registration Number
SIGN N' SEAL	DigitalNet Government Solutions, LLC		1,977,778
INTEGRATED INFORMATION ASSURANCE	DigitalNet Government Solutions, LLC	76/190,063	TBD

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TRADEMARK
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Schedule 2
to Trademark
Security Agreement

Trademark License Agreements of DigitalNet Government Solutions, LLC

1. ServiceSoft Software Distribution Agreement
2. Nexor Software Distribution Agreement
3. Oracle Business Alliance Program Agreement
4. Getronics Australia Pty. Ltd. Distributor/Reseller Agreement
5. Getronics Hungary Ltd. Distributor/Reseller Agreement
6. Getronics France, S.A. Distributor/Reseller Agreement
7. Secure Technologies, Inc. Distributor/Reseller Agreement
8. Selient S.r.l Distributor/Reseller Agreement
9. Sharp Electronics Corporation Systems Integrator Agreement

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TRADEMARK
REEL: 2642 FRAME: 0693



Betty G. Smith
Paralegal
704/331-7526
bgsmith@kennedycovington.com

December 31, 2002

Via Federal Express

Commissioner of Patents and Trademarks
Assignment Division
Box Assignments, CG-4
1213 Jefferson Davis Highway, Room 310
Washington, D.C. 20231

RE: DigitalNet Government Solutions, LLC

Dear Sir or Madam:

Enclosed herewith are the following:

1. Trademark Security Agreement with Cover Sheet; and
2. Our Firm check in the amount of \$65.00 for your filing fee.

Please file the Security Agreement and return a filed stamped copy to us. If you have any questions, please let me know. Thank you for your assistance in this matter.

Very truly yours,

Betty G. Smith
Paralegal for the Firm

BGS/
Enclosures