

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
USER TECHNOLOGY ASSOCIATES, INC.		04/19/2004	CORPORATION: VIRGINIA

RECEIVING PARTY DATA	
Name:	BANK OF AMERICA, N.A., as Administrative Agent
Street Address:	231 S. LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60697
Entity Type:	a National Banking Association:

PROPERTY NUMBERS Total: 25		
Property Type	Number	Word Mark
Registration Number:	2426920	CLOSING THE GAP
Registration Number:	2423381	CLOSING THE GAP
Registration Number:	2146108	CLOSING THE GAP BETWEEN THE USER AND TECHNOLOGY
Registration Number:	2146107	CLOSING THE GAP BETWEEN THE USER AND TECHNOLOGY
Registration Number:	2040571	UIT
Registration Number:	1676424	USER TECHNOLOGY
Registration Number:	1666325	USER TECHNOLOGY ASSOCIATES
Registration Number:	1707380	USER TECHNOLOGY ASSOCIATES
Registration Number:	2687893	USER TECHNOLOGY ASSOCIATES GROUP
Registration Number:	2675482	USERCENTRIC
Registration Number:	2040570	UTA
Registration Number:	1531379	UTA
Registration Number:	2346614	

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Registration Number:	2361455	
Registration Number:	2425221	UTA ENS
Registration Number:	2435112	UTA ENTERPRISE NETWORK SOLUTIONS
Registration Number:	2423382	UTA GROUP
Registration Number:	2426921	UTAIS
Registration Number:	2561085	UTAIS
Registration Number:	2481848	UTAIS.COM
Registration Number:	2481847	U
Registration Number:	2452918	U
Registration Number:	2146106	UTA MAKES HIGH TECH EASIER
Serial Number:	75779721	USER HORIZONS
Registration Number:	1680879	USER TECH

CORRESPONDENCE DATA

Fax Number: (704)353-3692
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 704.331.5792
Email: docket@kennedycovington.com
Correspondent Name: Karl S. Sawyer, Jr.
Address Line 1: 214 North Tryon Street
Address Line 2: Hearst Tower, 47th Floor
Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	16221.016 (BOA)
NAME OF SUBMITTER:	Marcia Siuda, Trademark Paralegal

Total Attachments: 9
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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 April 19, 2004 by USER TECHNOLOGY ASSOCIATES, INC., a Virginia corporation (the "Grantor"), having its chief executive office at 950 Glebe Road, Suite 100, Arlington, Virginia, 22203, 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 (as defined below) 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 Grantor owns 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 is a party 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 as of November 26, 2002 (as reaffirmed, amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), the Grantor has granted to the Administrative Agent a security interest in certain assets of the Grantor, including all right, title and interest of the Grantor 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 DIGITALNET, INC., a Delaware corporation (the "Borrower"), under the Amended and Restated Credit Agreement, dated as of July 3, 2003 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among DIGITALNET HOLDINGS, INC. a Delaware corporation ("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 Lenders to make their respective Credit Extensions to the Borrower under the Credit Agreement, the Grantor hereby agrees with the Administrative Agent, for the ratable benefit of itself and the Lenders, as follows:

1. Grant of Security Interest. The Grantor does hereby grant to the Administrative Agent a continuing security interest in all of the 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 "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 the Grantor with the right to use, or pursuant to which the 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 a breach of or a 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 the 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. The 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. Restrictions on Future Agreements. The Grantor agrees that until all Obligations shall have been satisfied in full and the Credit Agreement shall have been terminated, the Grantor will not (except in connection with a sale, disposition or other transfer permitted under the Credit Agreement), without the Administrative Agent's prior written consent, enter into any agreement including, without limitation, any license agreement, which is inconsistent with the Grantor's obligations under this Agreement if such action would reasonably be expected to materially adversely affect the fair market value of the Trademark Collateral or the benefits of this Agreement to the Administrative Agent, and the Grantor further agrees that it will not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would materially adversely affect the

validity or enforcement of the rights transferred to the Administrative Agent under this Agreement.

4. New Trademarks. The Grantor represents and warrants to the Administrative Agent that the Trademarks listed on Schedule 1 and the Trademark Licenses listed on Schedule 2 constitute all of the Trademarks now owned by or licensed to the 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, the 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 the Grantor shall give to the Administrative Agent prompt written notice thereof. The 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.

5. 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.

6. 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.

7. Successors and Assigns. This Agreement shall be binding upon the successors and assigns of the Grantor and shall inure to the benefit of the Grantor, the Administrative Agent and the Lenders and their successors and assigns; provided that the Grantor may not 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 Grantor has 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]

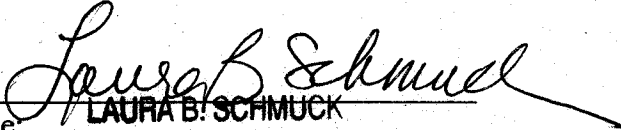
USER TECHNOLOGY ASSOCIATES, INC.

By: Ken S. Bajaj
Name: Ken S. Bajaj
Title: Chief Executive Officer and President

[Signature Pages Continue]

Agreed and Accepted:

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

By: 
Name: LAURA B. SCHMUCK
Title: AGENCY OFFICER
ASSISTANT VICE PRESIDENT

[Acknowledgment Follows]

ACKNOWLEDGMENT

STATE OF Virginia

COUNTY OF Loudoun

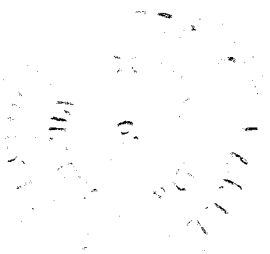
I, BETTY C. PARKER, a Notary Public for said County and State, do hereby certify that Ken S. Bajaj personally appeared before me this day and stated that he is Chief Executive Officer and President of USER TECHNOLOGY ASSOCIATES, INC. and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this 30 day of April, 2004.

Betty C. Parker
Notary Public

My commission expires:

4/30/2006



Schedule 1
to Trademark
Security Agreement

TRADEMARK	REGISTRATION/APPLICATION No.	OWNER	COUNTRY
CLOSING THE GAP	2,426,920	UTA	U.S.
CLOSING THE GAP	2,423,381	UTA	U.S.
CLOSING THE GAP BETWEEN USER AND TECHNOLOGY	2,146,108	UTA	U.S.
CLOSING THE GAP BETWEEN USER AND TECHNOLOGY	2,146,107	UTA	U.S.
UIT	2,040,571	UTA	U.S.
USER HORIZONS	75/779, 721 (Intent to use application)	UTA	U.S.
USER TECH	1,680,879	UTA	U.S.
USER TECHNOLOGY	1,676,424	UTA	U.S.
USER TECHNOLOGY ASSOCIATES	1,666,325	UTA	U.S.
USER TECHNOLOGY ASSOCIATES (Stylized)	1,707,380	UTA	U.S.
USER TECHNOLOGY ASSOCIATES GROUP	2,687,893	UTA	U.S.
USERCENTRIC	2,675,482	UTA	U.S.
UTA	2,040,570	UTA	U.S.
Design Mark	1,531,379	UTA	U.S.
Design Mark	2,346,614	UTA	U.S.
Design Mark	2,361,455	UTA	U.S.
UTA ENS	2,425,221	UTA	U.S.
UTA ENTERPRISE NETWORK SOLUTIONS	2,435,112	UTA	U.S.

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UTA GROUP	2,423,382	UTA	U.S.
UTAIS	2,426,921	UTA	U.S.
UTAIS	2,561,085	UTA	U.S.
UTAIS.COM	2,481,848	UTA	U.S.
U & Design	2,481,847	UTA	U.S.
U & Design	2,452,918	UTA	U.S.
UTA MAKES HIGH TECH EASIER	2,146,106	UTA	U.S.
Design Mark	893,979	UTA	Canada
Design Mark	966,549	UTA	European Community
Design Mark	615,283	UTA	Mexico
Design Mark	134,707	UTA	Israel

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Schedule 2
to Trademark
Security Agreement

A) License Agreement between User Technology Associates, Inc., and Yong K. Kim, an individual with an address of 950 N. Glebe Road, Arlington, VA, 22203, dated April 1, 2004, for the use of the trademark "UTA" solely in the composite mark "UTA-TSEP" for use in connection with the Yong K. Kim's performance of an existing Jet Propulsion Laboratories contract. Composite mark may be used until January 31, 2005.

B) License Agreement between User Technology Associates, Inc., and Yong K. Kim, an individual with an address of 950 N. Glebe Road, Arlington, VA, 22203, dated April 1, 2004, for the perpetual use of the trademark "CLOSING THE GAP" in connection with services covered by the registration.

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TRADEMARK

REEL: 002857 FRAME: 0844

RECORDED: 05/24/2004