

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Athena Holding Corp.		05/08/2006	CORPORATION: DELAWARE
Athena Innovative Solutions, Inc.		05/08/2006	CORPORATION: DELAWARE
IPA International, Inc.		05/08/2006	CORPORATION: VIRGINIA
Business Defense and Security Corporation		05/08/2006	CORPORATION: VIRGINIA
Operational Concepts LLC		05/08/2006	LIMITED LIABILITY COMPANY: VIRGINIA

RECEIVING PARTY DATA

Name:	CapitalSource Finance LLC
Street Address:	4445 Willard Avenue
Internal Address:	12th Floor
City:	Chevy Chase
State/Country:	MARYLAND
Postal Code:	20815
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2761233	MZM, INC.
Registration Number:	2761234	PROVIDING SOLUTIONS THROUGH INNOVATION
Registration Number:	2774989	KNOWLEDGE ADVANTAGE CENTERS (KAC)
Registration Number:	2892503	VIRTUAL EXPLOITATION & INFORMATION LEVERAGING (VEIL)
Registration Number:	2763767	

CORRESPONDENCE DATA

Fax Number: (214)758-1550

OP \$140.00 2761233

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2147581500
Email: estafford@pattonboggs.com
Correspondent Name: Darren W. Collins
Address Line 1: 2001 Ross Avenue
Address Line 2: Suite 3000
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	013043.0373
NAME OF SUBMITTER:	Darren W. Collins
Signature:	/Darren W. Collins/
Date:	05/10/2006

Total Attachments: 13
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of May 8, 2006 (this "**Agreement**"), made by and among **ATHENA HOLDING CORP.**, a Delaware corporation ("**Parent**"), **ATHENA INNOVATIVE SOLUTIONS, INC.**, a Delaware corporation ("**AIS**"), **IPA INTERNATIONAL, INC.**, a Virginia corporation ("**IPA**"), **BUSINESS DEFENSE AND SECURITY CORPORATION**, a Virginia corporation ("**BDSC**"), and **OPERATIONAL CONCEPTS LLC**, a Virginia limited liability company ("**OC**," and, together with Parent, AIS, IPA and BDSC individually a "**Credit Party**" and collectively, "**Credit Parties**"), in favor of **CAPITALSOURCE FINANCE LLC**, a Delaware limited liability company, as administrative, payment and collateral agent (in that capacity, "**Agent**") for itself and certain other lenders.

W I T N E S S E T H:

WHEREAS, pursuant to the Revolving Credit, Term Loan and Security Agreement, dated as of the date hereof, by and among the Credit Parties, Agent and the lenders party thereto (collectively, the "**Lenders**") (as amended, supplemented or otherwise modified from time to time, the "**Loan Agreement**"), (i) the Lenders have agreed to make certain loans to the Borrowers named therein and (ii) the Credit Parties have granted a security interest to Agent, for the benefit of itself and the Lenders, in, among other things, all right, title and interest of the Credit Parties in, to and under all of the Credit Parties' Intellectual Property (as defined below), whether now existing or hereafter arising or acquired as security for the Obligations from time to time owing by the Credit Parties under the Loan Agreement; and

WHEREAS, each Credit Party is the owner of the entire right, title and interest in, to and under such Credit Party's respective Intellectual Property listed on Schedule I hereto; and

NOW, THEREFORE, in consideration of the premises and to induce Agent and the Lenders to enter into the Loan Agreement, the Credit Parties hereby agree with Agent as follows:

1. Defined Terms.

- (a) **Definitions.** Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Loan Agreement.
- (b) **Definitions of Certain Terms Used Herein.** As used herein, the following terms shall have the following meanings:

"**Copyrights**" shall mean, with respect to any Credit Party, all of such Credit Party's now existing or hereafter acquired right, title, and interest in and to: (i) copyrights, rights and interests in copyrights, works protectable by copyright, all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Copyright Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, and all research and development relating to the foregoing; and (ii) all renewals of any of the foregoing.

"**Copyright Licenses**" shall mean all agreements, whether written or oral, providing for the grant by or to any Credit Party of any right to use any Copyright.

“Loan Agreement” shall have the meaning assigned to such term in the preliminary statement of this Agreement.

“Intellectual Property” shall mean all: (i) Trademarks and Trademark Licenses and all common-law rights in and to all of the foregoing; (ii) Patents and Patent Licenses; (iii) Copyrights and Copyright Licenses; (iv) all customer lists and customer information; (v) books, records, writings, computer tapes or disks, flow diagrams, specification sheets, computer software (but excluding in all cases any agreements for the licensing of commercially available off-the-shelf software), source codes, object codes, executable code, data, databases and other physical manifestations, embodiments or incorporations of any Trademark, Trademark License, Patent, Patent License, Copyright or Copyright License; (vi) all other intellectual property throughout the world in and to all the foregoing.

“IP Collateral” shall have the meaning assigned to such term in Section 2 hereof.

“Licenses” shall mean, collectively, the Trademark Licenses, the Patent Licenses, and the Copyright Licenses.

“Patents” shall mean, with respect to any Credit Party, all of such Credit Party’s now existing or hereafter acquired right, title and interest in and to: (i) all patents, patent applications, inventions, invention disclosures and improvements, and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, and all research and development relating to the foregoing; and (ii) the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing.

“Patent Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to any Credit Party of any right to manufacture, use or sell any invention covered by a Patent.

“Trademarks” shall mean, with respect to any Credit Party, all of such Credit Party’s now existing or hereafter acquired right, title, and interest in and to: (i) all of such Credit Party’s trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all applications (but excluding in all cases all intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office, *provided, that*, upon such filing and acceptance, such intent-to-use applications shall be included in the definition of Trademarks), registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, and all research and development relating to the foregoing; (ii) all renewals thereof; (iii) the entire goodwill of the such Credit Party’s business connected with and symbolized by the foregoing or the use thereof; and (iv) all designs and general intangibles of a like nature.

“Trademark Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to any Credit Party of any right to use any Trademark.

(c) **Other Definitional Provisions.**

- i. The words “hereof,” “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section and paragraph references are to this Agreement unless otherwise specified.
- ii. The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

2. Grant of Security Interest

. To secure the payment and performance of the Obligations, each Credit Party hereby confirms and acknowledges that it has granted (and, to the extent not previously granted under the Loan Agreement, does hereby grant) to Agent, for the benefit of itself and the Lenders, a lien and security interest in such Credit Party’s entire right, title and interest in its respective Intellectual Property (except to the extent any Intellectual Property License prohibits such grant or requires the consent of any third party) and all proprietary rights relating to or arising from such Intellectual Property, in each case whether now owned or hereafter acquired by such Credit Party, and including, without limitation, each Credit Party’s right, title and interest in and to each Intellectual Property and proprietary rights identified on Schedule I attached hereto and made a part hereof, and the right to sue for past, present and future infringements and dilutions, and all rights corresponding thereto throughout the world, and the entire goodwill of such Credit Party’s business connected with and symbolized by the Intellectual Property and all income, fees, royalties, proceeds and other payments at any time due or payable with respect to any of the foregoing (referred to collectively as the “IP Collateral”).

3. Protection of Intellectual Property by Credit Parties

. The Credit Parties shall, at their sole cost, expense and risk, to the extent the Credit Parties deem necessary in their good faith business judgment, in connection with the operation of their business, undertake the following with respect to the Intellectual Property:

- (a) Pay all renewal fees and other fees and costs associated with maintaining the Intellectual Property and with the processing of the Intellectual Property and take all other reasonable and necessary steps to maintain each registration of the Intellectual Property.
- (b) Take all actions reasonably necessary to prevent any of the Intellectual Property from becoming forfeited, abandoned, dedicated to the public, invalidated or impaired in any way.
- (c) Pursue the prompt, diligent processing of each application for registration, which is the subject of the security interest created herein, and not abandon or delay any such efforts.
- (d) Take any and all action that the Credit Parties reasonably deem appropriate under the circumstances to protect the Intellectual Property from infringement, misappropriation or dilution, including, without limitation, the prosecution and defense of infringement actions.

4. Representations and Warranties

. Each Credit Party represents and warrants that:

- (a) Schedule I is a true, correct and complete list of all registered or applied for Intellectual Property owned by the Credit Parties as of the date hereof.
- (b) Except as set forth in Schedule I, none of the Intellectual Property identified on Schedule I is the subject of any licensing or franchise agreement pursuant to which any Credit Party is the licensor or franchisor.
- (c) The Intellectual Property identified on Schedule I hereto, is valid and enforceable, and to the Credit Parties' knowledge: (i) no claim has been made that the use of any of the Intellectual Property does or may violate the rights of any third person; and (ii) no material claim has been asserted and is pending by any Person challenging or questioning the use by any Credit Party of any of the Intellectual Property owned by any Credit Party or the validity or effectiveness of any of the Intellectual Property owned by any Credit Party, nor does any Credit Party know of any valid basis for any such claim.
- (d) Except as could not be reasonably expected to have a Material Adverse Effect, each Credit Party owns, or is licensed to use, all Intellectual Property necessary for the conduct of its business as currently conducted, and such Credit Party is the sole and exclusive owner of the entire right, title and interest in, under and to, free and clear of any liens, charges and encumbrances, other than any Intellectual Property listed on Schedule I that is purported to be owned by each of the Credit Parties, Permitted Liens and Liens in favor of Agent.
- (e) To the knowledge of each of the Credit Parties, no holding, decision or judgment has been rendered by any Governmental Authority which would limit, cancel or question the validity of, or any Credit Party's rights in, any Intellectual Property set forth on Schedule I in any respect that could reasonably be expected to have a Material Adverse Effect on the business or the property of any Credit Party.
- (f) Each Credit Party has the legal right and authority to enter into this Agreement and perform its terms.
- (g) The Credit Parties shall give Agent written notice (with reasonable detail) on a quarterly basis in the event any of the following occur:
 - i. The Credit Parties' obtaining rights to, and filing applications for registration of, any new Intellectual Property, or otherwise acquiring ownership of any newly registered Intellectual Property.
 - ii. The Credit Parties' becoming entitled to the benefit of any registered Intellectual Property whether as licensee or licensor.
 - iii. The Credit Parties' entering into any new Licenses.
 - iv. The Credit Parties' shall give Agent written notice (with reasonable detail) following the occurrence of the Credit Parties' knowing or having reason to know, that any application or registration relating to any material Intellectual Property may become forfeited, abandoned or dedicated to the public, or of any adverse determination or development (including, without limitation, the

institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or any court or tribunal) regarding the Credit Parties' ownership of, or the validity of, any material Intellectual Property or the Credit Parties' right to register the same or to own and maintain the same.

- (h) If any Credit Party amends its name, such Credit Party shall provide copies of such amendment documentation to Agent and shall re-register such Credit Party's Intellectual Property with the appropriate Governmental Authority and shall execute and deliver such agreements or documentation as Agent shall request to maintain a perfected first priority security interest in such Intellectual Property, to the extent such security interest can be perfected by such filing.

5. No Violation of Loan Agreement

. The representations, warranties or covenants contained herein are supplemental to those representations, warranties and covenants contained in the Loan Agreement, and shall not be deemed to modify any such representation, warranty or covenant contained in the Loan Agreement.

6. Agreement Applies to Future Intellectual Property.

- (a) The provisions of this Agreement shall automatically apply to any such additional property or rights described in Section 4 above, all of which shall be deemed to be and treated as "Intellectual Property" within the meaning of this Agreement.
- (b) Upon the reasonable request of Agent, the Credit Parties shall execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as Agent may request to evidence Agent's security interest in any Intellectual Property and the goodwill of the Credit Parties relating thereto or represented thereby (including, without limitation, filings with the United States Patent and Trademark Office or any similar office), and the Credit Parties hereby constitute Agent as their attorney-in-fact to execute and file all such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; *provided, however*, Agent's taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.

7. Credit Parties' Rights To Enforce Intellectual Property

. Prior to Agent's giving of notice to the Credit Parties following the occurrence and during the continuance of an Event of Default the Credit Parties shall have the exclusive right to sue for past, present and future infringement of the Intellectual Property including the right to seek injunctions and/or money damages, in an effort by the Credit Parties to protect the Intellectual Property against encroachment by third parties, *provided, however*:

- (a) Any money damages awarded or received by the Credit Parties on account of such suit (or the threat of such suit) shall constitute IP Collateral.
- (b) Any damages recovered in any action pursuant to this Section, net of costs and attorneys' fees reasonably incurred, to be applied as provided in Sections 2.10(a) or 10.2 of the Loan Agreement, as applicable.

- (c) Following the occurrence of any Event of Default, Agent, by notice to the Credit Parties may terminate or limit the Credit Parties' rights under this Section 7.

8. Agent's Actions To Protect Intellectual Property

. Upon the occurrence and continuance of any Event of Default, Agent, acting in its own name or in that of the Credit Parties, may (but shall not be required to) act in the Credit Parties' place and stead and/or in Agent's own right in connection therewith.

9. Rights Upon Default.

Upon the occurrence of any Event of Default, Agent may exercise all rights and remedies as provided for in the Loan Agreement.

10. Agent as Attorney In Fact.

- (a) The Credit Parties hereby irrevocably constitute and designate Agent as and for the Credit Parties' attorney in fact, effective following the occurrence and during the continuance of an Event of Default:
- i. To supplement and amend from time to time Schedule I of this Agreement to include any new or additional Intellectual Property of the Credit Parties.
 - ii. To exercise any of the rights and powers referenced herein.
- (b) The within grant of a power of attorney, being coupled with an interest, shall be irrevocable until this Agreement is terminated by a duly authorized officer of Agent.
- (c) Agent shall not be obligated to do any of the acts or to exercise any of the powers authorized by Section 10, but if Agent elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to any Credit Party for any act or omission to act except for any act or omission to act as to which there is a final determination made in a judicial proceeding (in which proceeding Agent has had an opportunity to be heard) which determination includes a specific finding that the subject act or omission to act had been negligent or in actual bad faith.

11. Agent's Rights

. Upon an Event of Default any use by Agent of the Intellectual Property, as authorized hereunder in connection with the exercise of Agent's rights and remedies under this Agreement and under the Loan Agreement shall be coextensive with the Credit Parties' rights thereunder and with respect thereto and without any liability for royalties or other related charges.

12. No Limitation; Loan Agreement

. This Agreement has been executed and delivered by the Credit Parties for the purpose of recording the security interest granted to Agent with respect to the IP Collateral with the United States Patent and Trademark Office and the United States Copyright Office. The security interest granted

hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Agent, for the benefit of itself and the Lenders, under the Loan Agreement and the other Loan Documents. The Loan Agreement (and all rights and remedies of the Credit Parties, Agent, and the Lenders thereunder) shall remain in full force and effect in accordance with its terms. In the event of a conflict between this Agreement and the Loan Agreement, the terms of this Agreement shall control with respect to the IP Collateral and the Loan Agreement with respect to all other Collateral.

13. Termination; Release of Trademark Collateral

. This Agreement and all obligations of the Credit Parties and Agent hereunder shall terminate on the date upon which the Obligations are performed in full and indefeasibly paid in full in cash and the Loan Agreement and other Loan Documents are terminated in accordance with the terms of the Loan Agreement. Upon termination of this Agreement, Agent shall, at the expense of the Credit Parties, take such actions required by the Loan Agreement to release its security interest in the IP Collateral.

14. Binding Effect; Benefits

. This Agreement shall be binding upon the Credit Parties and their respective successors and assigns, and shall inure to the benefit of Agent, the Lenders and their respective successors and assigns.

15. GOVERNING LAW

. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES
HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE
INTERNAL LAWS OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be executed by its duly authorized representatives as of the date first above written.

ATHENA INNOVATIVE SOLUTIONS, INC.
IPA INTERNATIONAL, INC.
BUSINESS DEFENSE AND SECURITY CORPORATION
OPERATIONAL CONCEPTS LLC

By: James C. King
Name: James C. King
Title: President and Chief Executive Officer

ATHENA HOLDING CORP.


By: _____
Name: Robert B. McKeon
Title: President

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be executed by its duly authorized representatives as of the date first above written.

**ATHENA INNOVATIVE SOLUTIONS, INC.
IPA INTERNATIONAL, INC.
BUSINESS DEFENSE AND SECURITY CORPORATION
OPERATIONAL CONCEPTS LLC**

By: _____
Name: James C. King
Title: President and Chief Executive Officer

ATHENA HOLDING CORP.

By:  _____
Name: Robert B. McKeon
Title: President

Schedule I

Athena Innovative Solutions, Inc.

<u>Mark</u>	<u>Reg. No.</u>
MZM, INC.	2,761,233
PROVIDING SOLUTIONS THROUGH INNOVATION	2,761,234
KNOWLEDGE ADVANTAGE CENTERS (KAC)	2,774,989
VIRTUAL EXPLOITATION & INFORMATION LEVERAGING (VEIL)	2,892,503
Design only	2,763,767

Business Defense and Security Corporation

None

Operational Concepts LLC

None

IPA International, Inc.

None

U.S. Copyright Registrations and Application

Athena Innovative Solutions, Inc.

<u>Title</u>	<u>Reg. No.</u>
Threat Target Value Analysis / Likelihood of Threat Attack	Txu-1-210-011
Homeland Security Campaign Plan	Txu-1-078-325
Force Protection and Homeland Security: "Being There"	Txu-1-076-920

Business Defense and Security Corporation

None

Operational Concepts LLC

None

IPA International, Inc.

None

U.S. Domain Name Registration

Athena Innovative Solutions, Inc.

<u>Domain Name</u>	<u>Registrar</u>
www.mzminc.com	Network Solutions, LLC
www.athenaisinc.com	

Business Defense and Security Corporation

www.BDSCorporation.com	
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Operational Concepts LLC

www.opconcepts.com	
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IPA International, Inc.

www.ipainternational.us	
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