

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GTSI Corp.		06/02/2006	CORPORATION: DELAWARE
GTSI Financial Services, Inc.		06/02/2006	CORPORATION: DELAWARE
Technology Logistics, Inc.		06/02/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Crystal Capital Fund, L.P., as Administrative Agent
Street Address:	1 Federal Street
Internal Address:	Ninth Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	1511242	GTSI
Registration Number:	2436560	GTSI.COM
Registration Number:	2510814	GTSI EXPRESS
Registration Number:	2535019	GOVERNMENTIT.COM
Registration Number:	2927921	GTSIDIRECT
Registration Number:	2933003	GTSIDIRECT
Serial Number:	78604213	GTSI TECHNOLOGY FOR GOVERNMENT
Serial Number:	78460984	I RELY ON GTSI
Serial Number:	78460944	I RELY ON GTSI
Serial Number:	78462629	I AM GTSI
Serial Number:	78462604	I AM GTSI

OP \$365.00 1511242

Serial Number:	78461281	WE ARE GTSI
Serial Number:	78461134	WE ARE GTSI
Serial Number:	78456817	INTEGUARD ALLIANCE

CORRESPONDENCE DATA

Fax Number: (617)951-8736
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 617-951-8073
Email: jessica.davis@bingham.com
Correspondent Name: Jessica Davis
Address Line 1: 150 Federal Street
Address Line 2: Bingham McCutchen LLP
Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Jessica A. Davis
Signature:	/JADavis/
Date:	06/05/2006

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 2nd day of June, 2006, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually the "Grantor"), and CRYSTAL CAPITAL FUND, L.P., as Administrative Agent ("Administrative Agent"), for the benefit of itself and the other Lenders (as defined below).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among GTSI Corp., a Delaware corporation, as borrower (the "Borrower"), the Persons party thereto as guarantors, the financial institutions from time to time party thereto as lenders (the "Lenders"), and the Administrative Agent, the Lender Group (as defined in the Credit Agreement) is willing to make the Term Loan (as defined in the Credit Agreement) to the Borrower pursuant to the terms and conditions thereof; and

WHEREAS, Lenders are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Administrative Agent, for the benefit of the Lender Group (as defined in the Credit Agreement), that certain Security Agreement of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Administrative Agent, for the benefit of the Lender Group, this Trademark Security Agreement;

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Administrative Agent, for the benefit of the Lender Group, a continuing first priority security interest (subject to the Permitted Liens) in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks, including those referred to on Schedule I hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

- (c) all reissues, continuations or extensions of the foregoing;
- (d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and
- (e) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Administrative Agent, the Lenders, or any of them, whether or not they are unenforceable or not allowable due to the existence of any bankruptcy, insolvency, receivership or similar case involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Lender Group, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Administrative Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Administrative Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Obligations other than unasserted contingent indemnification Obligations that, at such time, are allowed by the applicable Lenders to remain outstanding and that are not required by the provisions of the Credit Agreement to be repaid or cash collateralized. Any reference herein to any Person shall be construed to include such Person’s successors and assigns.

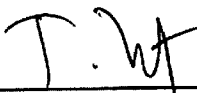
8. WAIVER OF JURY TRIAL. EACH OF THE GRANTORS AND THE ADMINISTRATIVE AGENT WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THE PERFORMANCE OR ENFORCEMENT OF ANY SUCH RIGHTS OR OBLIGATIONS. Except as prohibited by law, each of the Grantors waives any right which it may have to claim or recover in any litigation referred to in the preceding sentence any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. Each of the Grantors (a) certifies that neither the Administrative Agent nor any Lender nor any representative, agent or attorney of the Administrative Agent or any Lender has represented, expressly or otherwise, that the Administrative Agent or any Lender would not, in the event of litigation, seek to enforce the foregoing waivers or other waivers contained in this Trademark Security Agreement and (b) acknowledges that, in entering into the Credit Agreement and the other Loan Documents to which the Administrative Agent or any Lender is a party, the Administrative Agent and the Lenders are relying upon, among other things, the waivers and certifications contained in this §8.

9. INTERCREDITOR AGREEMENT. The representations, warranties and covenants of each Grantor hereunder, and the rights and remedies of the Administrative Agent hereunder, are subject to the provisions of the SunTrust Intercreditor Agreement and the rights of the Senior Credit Facility Agent therein.


[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


GTSI CORP.

By: 
Name: Thomas A. Mutryn
Title: Senior Vice President, Finance & CFO

GTSI FINANCIAL SERVICES, INC.

By: 
Name: Charles DeLeon
Title: Corporate Secretary

TECHNOLOGY LOGISTICS, INC.

By: 
Name: Charles DeLeon
Title: Corporate Secretary

ACCEPTED AND ACKNOWLEDGED BY:

**CRYSTAL CAPITAL FUND, L.P., as
Administrative Agent**

By: Crystal Capital GP, LLC, its General Partner

By:  _____

Name: Michael L. Pizette

Title: Managing Director

Trademark Security Agreement Signature Page

BUSDOCS/1560145

**TRADEMARK
REEL: 003321 FRAME: 0674**

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
GTSI Corp.	USA	GTSI (Phrase)	1,511,242	11/1/1988
GTSI Corp.	USA	GTSI.com (Phrase)	2,436,560	3/20/2001
GTSI Corp.	USA	GTSI Express (Phrase)	2,510,814	11/20/2001
GTSI Corp.	USA	GovernmentIT.com (Phrase)	2,535,019	1/29/2002
GTSI Corp.	USA	GTSI Direct (Phrase)	2,927,921	2/22/2005
GTSI Corp.	USA	GTSI Direct (Logo)	2,933,003	3/15/2005
GTSI Corp.	USA	GTSI Technology for Government (Phrase)	78/604213	Pending (4/7/2005)
GTSI Corp.	USA	I Rely on GTSI (Button)	78/460984	8/3/2004 (Pending)
GTSI Corp.	USA	I Rely on GTSI (Phrase)	78/460944	8/3/2004 (Pending)
GTSI Corp.	USA	I Am GTSI (Button)	78/462629	8/5/2004 (Pending - Company has abandoned)
GTSI Corp.	USA	I Am GTSI (Phrase)	78/462604	8/5/2004 (Pending - Company has abandoned)
GTSI Corp.	USA	We Are GTSI (Button)	78/461281	8/3/2004 (Pending - Company has abandoned)

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
GTSI Corp.	USA	We Are GTSI (Phrase)	78/461134	8/3/2004 (Pending - Company has abandoned)
GTSI Corp.	USA	InteGuard Alliance (Phrase)	78/456817	7/26/2004 (Pending - Company has abandoned)