

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ALION-MA&D CORPORATION		06/30/2006	CORPORATION: COLORADO
RECEIVING PARTY DATA			
Name:	Credit Suisse, as Collateral Agent		
Street Address:	11 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2966884	MICRO SAINT	
Serial Number:	78881695	TOTAL CREW MODEL	
CORRESPONDENCE DATA			
Fax Number:	(866)459-2899		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	202-783-2700		
Email:	Oleh.Hereliuk@federalresearch.com		
Correspondent Name:	CBC Companies dba Federal Research		
Address Line 1:	1023 Fifteenth Street, NW, Ste 401		
Address Line 2:	attn: Oleh Hereliuk		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	363796		
NAME OF SUBMITTER:	Oleh Hereliuk		
Signature:	/oh/		

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TRADEMARK  
REEL: 003351 FRAME: 0133

Date:

07/19/2006

**Total Attachments: 6**

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TRADEMARK SECURITY AGREEMENT, dated as of June 30, 2006, between ALION-MA&D CORPORATION (the "**Grantor**") and CREDIT SUISSE (formerly known as Credit Suisse First Boston), as Collateral Agent (the "**Collateral Agent**").

Reference is made to the Guarantee and Collateral Agreement dated as of August 2, 2004 (as amended, supplemented or otherwise modified from time to time, the "**Guarantee and Collateral Agreement**"), among Alion Science and Technology Corporation (the "**Borrower**"), the Subsidiary Guarantors party thereto and the Collateral Agent. The Lenders (as defined below) have extended credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement dated as of August 2, 2004, as amended pursuant to that certain Incremental Term Loan Assumption Agreement and Amendment No. 1 dated as of April 1, 2005, that certain Incremental Term Loan Assumption Agreement and Amendment No. 2 dated as of March 24, 2006, as amended as of April 21, 2006, that certain Incremental Term Loan Assumption Agreement and Amendment No. 3 dated as of the date hereof, and as further amended, supplemented or otherwise modified from time to time (the "**Credit Agreement**") among the Borrower, the Subsidiary Guarantors party thereto, the lenders from time to time party thereto (the "**Lenders**") and Credit Suisse (formerly known as Credit Suisse First Boston), as administrative agent (in such capacity, the "**Administrative Agent**") and as Collateral Agent for the Lenders. As an affiliate of the Borrower, the Grantor will derive substantial benefits from such extension of additional credit to the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.02 of the Credit Agreement also apply to this Agreement.

SECTION 2. *Grant of Security Interest.* As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor, pursuant to the Guarantee and Collateral Agreement, hereby grants to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "**Trademark Collateral**"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United

States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I (the “**Trademarks**”);

(b) all goodwill associated with or symbolized by the Trademarks; and

(c) all assets, rights and interests that uniquely reflect or embody the Trademarks.

SECTION 3. *Guarantee and Collateral Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Guarantee and Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 4. *Counterparts.* This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Agreement.

SECTION 5. *Applicable Law.* **THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.**

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

ALION-MA&D CORPORATION

by

Stacy Mandler  
Name: Stacy Mandler  
Title: President

CREDIT SUISSE, CAYMAN ISLANDS  
BRANCH (formerly known as Credit Suisse  
First Boston, acting through its Cayman  
Islands Branch), as Collateral Agent,

by

\_\_\_\_\_  
Name:  
Title:

by

\_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

ALION-MA&D CORPORATION

by

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Name:

Title:

CREDIT SUISSE, CAYMAN ISLANDS  
BRANCH (formerly known as Credit Suisse  
First Boston, acting through its Cayman  
Islands Branch), as Collateral Agent,

by

\_\_\_\_\_  
Name:


Title:

  
**ROBERT HETU**  
**MANAGING DIRECTOR**

by

\_\_\_\_\_  
Name:

Title:

  
**CASSANDRA DROOGAN**  
**VICE PRESIDENT**

Schedule I

TRADEMARKS OF ALION-MA&D CORPORATION

*U.S. Trademarks*

Mark	Registration No.	Registered Owner	Registration Date
"Micro Saint"	2966884	Alion-MA&D Corporation	July 12, 2005

*Trademark Applications*

Mark	Application Serial No.	Name of Applicant	Application Date
"Total Crew Model"	78881695	MA&D	May 10, 2006