

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mantech Information Systems & Technology Corporation		10/31/2006	CORPORATION: VIRGINIA
RECEIVING PARTY DATA			
Name:	NetWitness Acquisition Corporation		
Street Address:	790 Station Street		
Internal Address:	Suite 200		
City:	Herndon		
State/Country:	VIRGINIA		
Postal Code:	20170		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2674324	NETWITNESS	
CORRESPONDENCE DATA			
Fax Number:	(301)762-4056		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	301-424-3640		
Email:	efile@usiplaw.com		
Correspondent Name:	Barbara A. Friedman		
Address Line 1:	1901 Research Boulevard		
Address Line 2:	Suite 200		
Address Line 4:	Rockville, MARYLAND 20850		
ATTORNEY DOCKET NUMBER:	2,674,324		
NAME OF SUBMITTER:	Barbara A. Friedman		
Signature:	/Barbara A. Friedman/		

OP \$40.00 2674324

Date:

07/31/2007

Total Attachments: 4

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "*Trademark Assignment*") is dated as of October 31, 2006, by and between ManTech International Corporation, a Delaware corporation ("*MIC*"), ManTech Information Systems & Technology Corp., a Virginia corporation ("*MIC Sub*" and together with MIC, the "*Assignors*"), and NetWitness Acquisition Corp., a Delaware corporation (the "*Assignee*"). Capitalized terms used herein and not otherwise herein defined are used as defined in that certain Asset Purchase Agreement dated the date hereof by and between Assignors and Assignee (the "*Purchase Agreement*").

Assignors have delivered this instrument signed by Assignors to enable Assignee to file it with any appropriate governmental agency to indicate ownership of Company Intellectual Property described below and for the other purposes set forth in this instrument. This instrument supplements and is in addition to all other rights of Assignee under the Purchase Agreement and other instruments of transfer delivered in connection with the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants herein contained, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Assignors agree as follows:

1. Assignment. Assignors sell, assign, transfer, convey, and deliver to the Assignee all of Assignors' right, title, and interest in and to:

(a) the registered trademarks and applications for registration of trademarks specifically listed in Annex A to this Trademark Assignment; and

(b) the following properties and rights with respect to all trademarks and applications so listed in Annex A:

(i) all goodwill associated with the business related to the trademarks together with all rights to use, license and otherwise exploit the trademarks;

(ii) any and all registered trademarks and trademark applications of the United States that have been or may be granted or filed, respectively, with respect to such trademarks;

(iii) all foreign trademarks that may claim priority based on and correspond to the trademarks listed in Annex A;

(iv) all income, royalties, damages, and payments hereafter due or payable to Assignors with respect to the trademarks, including without limitation unpaid damages and payments for past, present, and future infringements of any trademark;

(v) all rights in and under the trademarks to the fullest extent allowed by law as fully as Assignors would have held the same in the absence of this assignment; and

(vi) all rights to sue and recover damages and payments for past, present, and future infringements of any of the copyrights, including the right to fully and entirely replace Assignors in all related matters.

2. Miscellaneous.

(a) This assignment is made in connection with the sale of the entire business to which the trademarks relate. As of the date set forth below, Assignee has succeeded to all right, title, and standing of Assignors to: (a) receive all rights and benefits pertaining to the trademarks and related rights described above, and (b) commence, prosecute, defend and settle all claims and take all actions that Assignee, in its sole discretion, may elect in relation to the trademarks described above. This Trademark Assignment (a) is irrevocable and effective upon Assignors' signatures to and delivery of a manually signed copy of this instrument or facsimile or email transmission of the signatures to this instrument in connection with the Closing, if and only if the Closing is completed, (b) benefits and binds the parties to the Purchase Agreement and their respective successors and assignees, (c) does not modify or affect, and is subject to, the provisions of the Purchase Agreement, and (d) may be signed in counterparts as provided in Section 11.12 of the Purchase Agreement.

(b) Further Actions. Assignors each hereby agree to take such further commercially reasonable actions as may be necessary to effectuate the foregoing assignment, including, without limitation, the execution of any further assignments or other documents required by any third party or governmental authority in connection therewith.

(c) Conflicts: No Amendment. This Trademark Assignment is subject to all of the terms and conditions of the Purchase Agreement. In the event of any conflict between the terms and conditions of this Trademark Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall control. It is expressly understood that this Trademark Assignment is intended solely to restate, and not in any manner to amend, modify, enlarge or limit any warranties or agreements contained in the Purchase Agreement and each of the covenants, agreements, representations and warranties and indemnities contained in the Purchase Agreement with respect to the Sale Assets is hereby incorporated by reference as if set forth herein in full.

* * * * *

{signatures on following page}

IN WITNESS WHEREOF, intending to be legally bound hereby, the undersigned have signed this Trademark Assignment on October 31, 2006.

ASSIGNORS:

MANTECH INTERNATIONAL CORPORATION

By: 
Printed Name: Kevin M. Phillips
Title: Chief Financial Officer

MANTECH INFORMATION SYSTEMS & TECHNOLOGY CORP.

By: 
Printed Name: Kevin M. Phillips
Title: Vice President

STATE OF Virginia
COUNTY OF Fairfax

On October 31, 2006 before me, Maura B. Fredericks (the undersigned notary), personally appeared Kevin M. Phillips personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
WITNESS my hand and official seal.

[seal]

Notary Public
M. Fredericks

I WAS COMMISSIONED A
NOTARY PUBLIC AS
MAURA GEARY

MAURA FREDERICKS
NOTARY PUBLIC
MY COMMISSION EXPIRES:
JANUARY 31, 2007

ANNEX A TO TRADEMARK ASSIGNMENT

Registered Trademark

Mark	Class(es)	Date of Reg.	Reg. No.	Status	Country
NetWitness	Int'l Cl.9 and US 021, 023, 026, 236, 038	1/14/2003	2,674,324	LIVE	USA

Unregistered Trademarks

None

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