

Form PTO-1594 (Rev. 07/05)

OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark OfficeRECORDATION FORM COVER SHEET
TRADEMARKS ONLY

8959-9

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Butler International, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation- State: Maryland
☐ Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? ☒ Yes ☐ No

3. Nature of conveyance /Execution Date(s):

Execution Date(s) August 29, 2007

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ NoName: Monroe Capital Management
Internal Advisors LLC, as agent

Address: _____

Street Address: 311 S. Wacker Dr.City: ChicagoState: ILCountry: USA Zip: 60606

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____
☒ Limited Liability
☒ Other Company Citizenship Delaware

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Laura KonrathInternal Address: Winston & Strawn LLPStreet Address: 35 W. Wacker Dr.City: ChicagoState: IL Zip: 60601Phone Number: 312-558-6352Fax Number: 312-558-5700Email Address: lkonrath@winston.com

6. Total number of applications and registrations involved:

15

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 390

- ☐ Authorized to be charged by credit card
☒ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____b. Deposit Account Number 232428Authorized User Name Laura Konrath

9. Signature:

Signature

Laura Konrath

Name of Person Signing

Date

10/29/07

Total number of pages including cover sheet, attachments, and document: _____

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P. O. Box 1450, Alexandria, VA 22313-1450

CH \$390.00 232428 76675972

Continuation Item 1

Butler of New Jersey Realty Corp. a New Jersey Corporation

Butler Service Group, Inc. a New Jersey Corporation

Butler Services International, Inc. a Delaware Corporation

Butler Publishing, Inc., a Delaware Corporation

Butler Telecom, Inc. a Delaware Corporation

Butler Services, Inc. a Delaware Corp.

Butler Utility Service, Inc. a Delaware Corp.

Continuation
Item 4

SCHEDULE II
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. TRADEMARK REGISTRATIONS

| <u>Mark</u> | <u>Reg. No.</u> | <u>Date</u> |
|----------------------------------|-----------------|-------------|
| Mindpower | 2119897 | 12/9/97 |
| Mindpower for the Changing World | 2078381 | 7/15/97 |
| Miscellaneous Design (Cubes) | 2421317 | 1/16/00 |
| Butler International Inc | 2078380 | 7/15/97 |
| Butler Technical Group | 2415378 | 12/26/00 |
| Butler Service Group, Inc. | 2377125 | 8/15/00 |
| Butler Telecom, Inc. | 2380933 | 8/29/00 |
| Butler Technology Solutions | 2374863 | 8/8/00 |
| Butler Fleet Services | 2399635 | 10/31/00 |
| Chief Executive | 2,560,664 | 4/09/02 |
| CEO | 2,560,505 | 4/09/02 |
| Q Butler | 2495066 | 10/2/01 |
| E Begins with Q at Butler | 2495067 | 10/2/01 |

II. TRADEMARK APPLICATIONS

| <u>Mark</u> | <u>Application No.</u> | <u>Date</u> |
|----------------------|------------------------|-------------|
| Butler | 76/675,972 | 5/13/07 |
| CEO CONFIDENCE INDEX | 76/650,081 | 6/22/07 |

III. TRADEMARK LICENSES

None

Execution Copy

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (together with all amendments, if any, from time to time hereto, this "Agreement"), dated as of August 29, 2007, is made by each of the grantors identified as such on the signature pages hereof (collectively referred to herein as "Grantors" and individually as a "Grantor"), in favor of MONROE CAPITAL MANAGEMENT ADVISORS LLC, a Delaware limited liability company, in its capacity as agent ("Agent") for itself and Lenders.

WITNESSETH:

WHEREAS, pursuant to that Second Lien Credit Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement") by and among the Borrower (as defined therein), Grantors, the other Persons named therein as Credit Parties, Agent, and the Persons signatory thereto from time to time as Lenders, Lenders have agreed to make Loans to Borrower; and

WHEREAS, Lenders are willing to make the Loans as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent this 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, Grantors hereby agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. To secure the complete and timely payment of all the Obligations of each Grantor now or hereafter existing from time to time, each Grantor hereby pledges and grants to Agent, on behalf of itself and Lenders, a continuing security interest in all of Grantors' right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Intellectual Property Collateral"):

(a) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule II hereto;

(c) all of its Copyrights and Copyright Licenses to which it is a party including those referred to on Schedule III hereto;

(d) all reissues, continuations or extensions of the foregoing;

(e) all goodwill of the business connected with the use of, and symbolized by, each Patent, each Patent License, each Trademark, each Trademark License, each Copyright and each Copyright License; and

(f) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Patent or Patent licensed under any Patent License, (ii) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (iii) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (iv) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, (v) infringement or dilution of any Copyright or Copyright licensed under any Copyright License, and (vi) injury to the goodwill associated with any Copyright or any Copyright licensed under any Copyright License.

3. REPRESENTATIONS AND WARRANTIES. Each Grantor represents and warrants that such Grantor does not have any interest in, or title to, any Patent, Trademark or Copyright except as set forth in Schedule I, Schedule II and Schedule III, respectively, hereto. This Agreement is effective to create a valid and continuing Lien on and, upon the filing hereof with the United States Patent and Trademark Office and the United States Copyright Office, perfected security interests in favor of Agent in all of such Grantor's Patents, Trademarks and Copyrights and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, such Grantor. Upon filing of this Agreement with the United States Patent and Trademark Office and the United States Copyright Office and the filing of appropriate financing statements listed on Schedule I to the Borrower Security Agreement, Schedule I to the Holdings Security Agreement and on Schedule I to the Subsidiary Security Agreement, all action necessary or advisable, under applicable law, to protect and perfect Agent's Lien on each Grantor's Patents, Trademarks and Copyrights shall have been duly taken.

4. COVENANTS. Each Grantor covenants and agrees with Agent, on behalf of itself and Lenders, that from and after the date of this Agreement and until the Termination Date:

(a) Such Grantor shall notify Agent immediately if it knows or has reason to know that any application or registration relating to any Patent, Trademark or Copyright (now or hereafter existing) is reasonably likely to become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent

and Trademark Office, the United States Copyright Office or any court) regarding such Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(b) In no event shall such Grantor, either directly or through any agent, employee, licensee or designee, file an application for the registration of any Patent, Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency without giving Agent simultaneous written notice thereof, and, upon request of Agent, such Grantor shall execute and deliver a supplement hereto (in form and substance reasonably satisfactory to Agent) to evidence Agent's Lien on such Patent, Trademark or Copyright, and the General Intangibles of such Grantor relating thereto or represented thereby.

(c) Such Grantor shall take all actions necessary or reasonably requested by Agent to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the Patents or Trademarks (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings.

(d) In the event that any of the Intellectual Property Collateral is infringed upon, or misappropriated or diluted by a third party, such Grantor shall notify Agent promptly after such Grantor learns thereof. Such Grantor shall, unless it shall reasonably determine that such Intellectual Property Collateral is in no way material to the conduct of its business or operations, promptly take all reasonable steps to cause cessation thereof, including without limitation, commencing suit for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, or otherwise obtain appropriate equitable relief, and shall take such other actions as Agent shall deem reasonably appropriate under the circumstances to protect such Intellectual Property Collateral.

5. SECURITY AGREEMENTS. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent pursuant to the Borrower Security Agreement, the Holdings Security Agreement and the Subsidiary Security Agreement. Grantors hereby acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Borrower Security Agreement and the Subsidiary Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

6. REINSTATEMENT. This Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor for liquidation or reorganization, should any Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of any Grantor's assets, and shall continue to be

effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

7. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Credit Agreement.

8. TERMINATION OF THIS SECURITY AGREEMENT. Subject to Section 6 hereof, this Agreement shall terminate upon the Termination Date.

9. RELATION TO FIRST LIEN LOAN DOCUMENTS. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Second Lien Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Second Lien Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement, dated as of August 29, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among General Electric Capital Corporation, as First Lien Collateral Agent, Monroe Capital Management Advisors LLC, as Second Lien Collateral Agent, and certain other persons party or that may become party thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Grantors have caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:**BUTLER INTERNATIONAL, INC.**

By: Mark Kosciuszko
Name: MARK KOSCIUSKO
Title: VP - Controller

BUTLER OF NEW JERSEY REALTY CORP.

By: Mark Kosciuszko
Name: MARK KOSCIUSKO
Title: VP - Controller

BUTLER SERVICE GROUP, INC.

By: Mark Kosciuszko
Name: MARK KOSCIUSKO
Title: VP - Controller

BUTLER SERVICES INTERNATIONAL, INC.

By: Mark Kosciuszko
Name: MARK KOSCIUSKO
Title: VP - Controller

BUTLER PUBLISHING, INC.

By: Mark Kosciuszko
Name: MARK KOSCIUSKO
Title: VP - Controller

Signature Page to IP Security Agreement

TRADEMARK
REEL: 003650 FRAME: 0818

BUTLER TELECOM, INC.

By: Mark Kosciuszko
Name: Mark Kosciuszko
Title: Vice-President & Controller

BUTLER SERVICES, INC.

By: Mark Kosciuszko
Name: Mark Kosciuszko
Title: Vice-President & Controller

BUTLER UTILITY SERVICE, INC.

By: Mark Kosciuszko
Name: Mark Kosciuszko
Title: Vice-President & Controller

ACCEPTED and ACKNOWLEDGED by:

**MONROE CAPITAL MANAGEMENT
ADVISORS LLC, as Agent**

By: _____
Name:
Its: Duly Authorized Signatory

Signature Page to IP Security Agreement

**TRADEMARK
REEL: 003650 FRAME: 0819**

BUTLER TELECOM, INC.

By: _____
Name: _____
Title: _____

BUTLER SERVICES, INC.

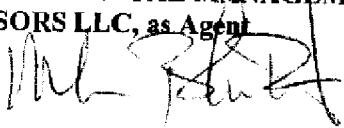
By: _____
Name: _____
Title: _____

BUTLER UTILITY SERVICE, INC.

By: _____
Name: _____
Title: _____

ACCEPTED and ACKNOWLEDGED by:

**MONROE CAPITAL MANAGEMENT
ADVISORS LLC, as Agent**

By: 
Name: MARK SCHMITT
Its: Duly Authorized Signatory

Signature Page to IP Security Agreement

**TRADEMARK
REEL: 003650 FRAME: 0820**

ACKNOWLEDGMENT OF GRANTOR

STATE OF NEW JERSEY
COUNTY OF Bergen)
ss.

On this 24th day of August, 2007 before me personally appeared MARK KOSCINSKI, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Butler International, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

{scal}


Notary Public

Robert S. Moran, Jr., Esq.
An Attorney At Law Of
New Jersey
Authorized By N.J. Law
To Administer Oaths

ACKNOWLEDGMENT OF GRANTOR

STATE OF NEW JERSEY
COUNTY OF Bergen ss.

On this 29th day of August, 2007 before me personally appeared MARK KOSCINSKI, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Butler of New Jersey Realty Corp., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

{seal}


Notary Public

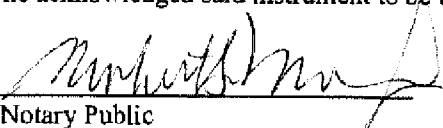
Robert S. Moran, Jr., Esq.
An Attorney At Law Of
New Jersey
Authorized By N.J. Law
To Administer Oaths

ACKNOWLEDGMENT OF GRANTOR

STATE OF New Jersey
COUNTY OF Bergen)
SS.

On this 21st day of August, 2007 before me personally appeared MARK KOSCIUSKI, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Butler Service Group, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

{seal}


Notary Public

Robert S. Moran, Jr., Esq.
An Attorney At Law Of
New Jersey
Authorized By N.J. Law
To Administer Oaths

ACKNOWLEDGMENT OF GRANTOR

STATE OF NEW JERSEY
COUNTY OF Bergen ss.

On this 29th day of August, 2007 before me personally appeared MARK KOSCIUSKI, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Butler Services International, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

{seal}

Robert S. Moran, Jr., Esq.
An Attorney At Law Of
New Jersey
Authorized By N.J. Law
To Administer Oaths

ACKNOWLEDGMENT OF GRANTORSTATE OF New JerseyCOUNTY OF Bergen

ss.

On this 29th day of August, 2007 before me personally appeared MARK KOSCIUSKI, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Butler Publishing, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

{seal}

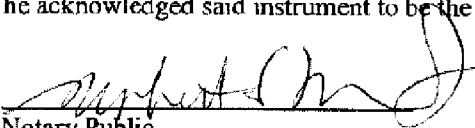

Notary Public

Robert S. Moran, Jr., Esq.
An Attorney At Law Of
New Jersey
Authorized By N.J. Law
To Administer Oaths

ACKNOWLEDGMENT OF GRANTOR

STATE OF NEW JERSEY
COUNTY OF Bergen)
ss.

On this 28th day of August, 2007 before me personally appeared MARK KOSCINSKI, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Butler Telecom, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

{seal}

Robert S. Moran, Jr., Esq.
An Attorney At Law Of
New Jersey
Authorized By N.J. Law
To Administer Oaths

ACKNOWLEDGMENT OF GRANTORSTATE OF NEW JERSEY

ss.

COUNTY OF Bergen

On this 29th day of August, 2007 before me personally appeared MARK ROSCINSKI, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Butler Services, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

{seal}


Notary Public

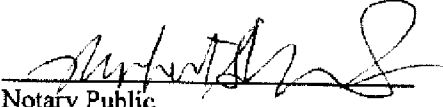
Robert S. Moran, Jr., Esq.
An Attorney At Law Of
New Jersey
Authorized By N.J. Law
To Administer Oaths

ACKNOWLEDGMENT OF GRANTORSTATE OF New JerseyCOUNTY OF Bergen

ss.

On this 29th day of August, 2007 before me personally appeared MARK ROSCINSKI, proved to me on the basis-of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Butler Utility Service, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

{seal}


Notary Public

Robert S. Moran, Jr., Esq.
An Attorney At Law Of
New Jersey
Authorized By N.J. Law
To Administer Oaths

SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. PATENT REGISTRATIONS

| <u>Patent</u> | <u>Reg. No.</u> | <u>Date</u> |
|---------------|-----------------|-------------|
|---------------|-----------------|-------------|

None

II. PATENT APPLICATIONS

| <u>Patent</u> | <u>Application No.</u> | <u>Date</u> |
|---------------|------------------------|-------------|
|---------------|------------------------|-------------|

None

III. PATENT LICENSES

| <u>Name of Agreement</u> | <u>Date of Agreement</u> | <u>Parties</u> |
|--------------------------|--------------------------|----------------|
|--------------------------|--------------------------|----------------|

None

SCHEDULE II
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. TRADEMARK REGISTRATIONS

| <u>Mark</u> | <u>Reg. No.</u> | <u>Date</u> |
|----------------------------------|-----------------|-------------|
| Mindpower | 2119897 | 12/9/97 |
| Mindpower for the Changing World | 2078381 | 7/15/97 |
| Miscellaneous Design (Cubes) | 2421317 | 1/16/00 |
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| Butler Telecom, Inc. | 2380933 | 8/29/00 |
| Butler Technology Solutions | 2374863 | 8/8/00 |
| Butler Fleet Services | 2399635 | 10/31/00 |
| Chief Executive | 2,560,664 | 4/09/02 |
| CEO | 2,560,505 | 4/09/02 |
| Q Butler | 2495066 | 10/2/01 |
| E Begins with Q at Butler | 2495067 | 10/2/01 |

II. TRADEMARK APPLICATIONS

| <u>Mark</u> | <u>Application No.</u> | <u>Date</u> |
|----------------------|------------------------|-------------|
| Butler | 76/675,972 | 5/13/07 |
| CEO CONFIDENCE INDEX | 76/650,081 | 6/22/07 |

III. TRADEMARK LICENSES

None

SCHEDULE III
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. COPYRIGHT REGISTRATIONS

| <u>Copyright</u> | <u>Reg. No.</u> | <u>Date</u> |
|------------------|-----------------|-------------|
|------------------|-----------------|-------------|

None

II. COPYRIGHT APPLICATIONS

| <u>Copyright</u> | <u>Application No.</u> | <u>Date</u> |
|------------------|------------------------|-------------|
|------------------|------------------------|-------------|

None

III. COPYRIGHT LICENSES

| <u>Name of Agreement</u> | <u>Date of Agreement</u> | <u>Parties</u> |
|--------------------------|--------------------------|----------------|
|--------------------------|--------------------------|----------------|

None