

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
SM&A		12/29/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Caltius Partners IV, LP		
Street Address:	11766 Wilshire Blvd.		
Internal Address:	Suite 850		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90025		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2132238	QUICKSTART	
Registration Number:	2394627	SM&A	
Registration Number:	3092703	SM&A	
Registration Number:	2839539	SM&A SUCCESS MAKERS	
CORRESPONDENCE DATA			
Fax Number:	(202)799-5144		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2027994142		
Email:	dctrademarks@dlapiper.com		
Correspondent Name:	Ryan C. Compton		
Address Line 1:	500 Eighth Street, NW		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
ATTORNEY DOCKET NUMBER:	SM&A/CALTIUS SEC. AGMT.		
NAME OF SUBMITTER:	Ryan C. Compton		

OP \$115.00 2132238

Signature:	/Ryan C. Compton/
Date:	01/09/2009
Total Attachments: 5 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 29, 2008, is by **SM&A**, a Delaware corporation (the “**Grantor**”) for the benefit of **CALTIUS PARTNERS IV, LP**, a Delaware limited partnership, on behalf of itself and as agent for the Lenders (together with its successors and assigns, the “**Grantee**”).

RECITALS

A. Grantor owns the Trademarks, Trademark registrations, and Trademark applications listed on Schedule A annexed hereto, and is a party to the Trademark licenses listed on Schedule A annexed hereto; and

B. Reference is made to that certain Loan Agreement dated as of December 29, 2008 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”), among Project Victor Holdings, Inc., a Delaware corporation, Project Victor Merger Sub, Inc., a Delaware corporation to be merged with and into Grantor, Grantor, Caltius Partners Executive IV, LP, a Delaware limited partnership, and Grantee, pursuant to which Grantee has made the Term Loans to Grantor in exchange for the Term A Notes and Term B Notes (as defined therein); and

C. Grantor will receive substantial direct benefits from the Term Loans made to the Grantor and accordingly, pursuant to the terms of that certain Security Agreement dated as of the date hereof (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, including by joinder, the “**Security Agreement**”), among Grantor, Grantee and the other “**Debtors**” party thereto, Grantor has granted to Grantee a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark licenses, together with the goodwill of the business symbolized by Grantor’s Trademarks, and all proceeds thereof, to secure the payment of the Obligations (as such term is defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether presently existing or hereafter created or acquired:

- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule A annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;
- (2) each Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule A annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred to in Schedule A and the Trademarks licensed under any Trademark license, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark license.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee 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.

[Remainder of page intentionally left blank; signature page follows.]

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

SM&A (effective upon consummation of the Merger)

By: 

Name: Rob Fikman

Title:

Acknowledged:

CALTUS PARTNERS IV, LP

By: _____

Name: Michael Kane

Title: Managing Director

[Signature Page to Trademark Security Agreement]

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

SM&A (effective upon consummation of the Merger)

By: _____
Name:
Title:

Acknowledged:

CALTUS PARTNERS IV, LP



By: 
Name: Michael Kane
Title: Managing Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 003916 FRAME: 0101

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

Nature of Interest (e.g., owner, licensee)	Registered Trademark	Registration No.	Date Registered
Owner	QUICKSTART	Serial No. 75/208,816; Reg. No. 2,132,238	Filing Date 12/5/1996; Reg. Date 1/27/1998
Owner	SM&A	Serial No. 75/475,495; Reg. No. 2,394,627	Filing Date 4/27/1998; Reg. Date 10/17/2000
Owner		Serial No. 78/597,654; Reg. No. 3,092,703	Filing Date 3/29/2005; Reg. Date 5/16/2006
Owner		Serial No. 76/426,524; Reg. No. 2,839,539	Filing Date 7/1/2002; Reg. Date 5/11/2004