

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
Butler International, Inc.		09/28/2001	CORPORATION: MARYLAND

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation
Street Address:	2 Bethesda Metro Center
Internal Address:	Suite 600
City:	Bethesda
State/Country:	MARYLAND
Postal Code:	20814
Entity Type:	CORPORATION: MARYLAND

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	1638358	CHIEF EXECUTIVE
Registration Number:	2560664	CHIEF EXECUTIVE
Registration Number:	2560505	CEO
Registration Number:	3482797	BUTLER
Registration Number:	3443110	CEO CONFIDENCE INDEX

CORRESPONDENCE DATA

Fax Number: (212)230-7740
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-318-6556
 Email: kathleenmangual@paulhastings.com
 Correspondent Name: Kathleen Mangual
 Address Line 1: c/o Paul Hastings, LLP
 Address Line 2: 75 East 55th Street
 Address Line 4: New York, NEW YORK 10022

CH \$140.00 1638358

ATTORNEY DOCKET NUMBER:	56704.00094 (BUTLER)
NAME OF SUBMITTER:	Kathleen Mangual
Signature:	/s/ Kathleen Mangual
Date:	01/15/2009

Total Attachments: 25

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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 September 28, 2001, 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 GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as agent ("Agent") for itself and Lenders.

WITNESSETH:

WHEREAS, pursuant to that Second Amended and Restated 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, and incur Letter of Credit Obligations for the benefit of, Borrower; and

WHEREAS, Lenders are willing to make the Loans and to incur Letter of Credit Obligations 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 first priority 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 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 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 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.

[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: Michael Hellriegel
Name: Michael Hellriegel
Title: SVP - Finance

BUTLER SERVICE GROUP, INC.

By: Michael Hellriegel
Name: Michael Hellriegel
Title: SVP - Finance

**BUTLER SERVICES
INTERNATIONAL, INC.**

By: Michael Hellriegel
Name: Michael Hellriegel
Title: SVP - Finance

BUTLER TELECOM, INC.

By: Michael Hellriegel
Name: Michael Hellriegel
Title: SVP - Finance

BLUESTORM, INC.

By: Michael Hellriegel
Name: Michael Hellriegel
Title: SVP - Finance

BUTLER SERVICES, INC.

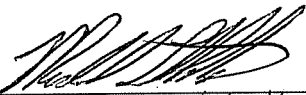
By: Michael Hellriegel
Name: Michael Hellriegel
Title: SVP-Finance

BUTLER UTILITY SERVICE, INC.

By: Michael Hellriegel
Name: Michael Hellriegel
Title: SVP-Finance

ACCEPTED and ACKNOWLEDGED by:

**GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent**

By: 
Name: Michael Westbaker
Its: Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

STATE OF Connecticut)

COUNTY OF Fairfield)

ss. Stamford

On this th28 day of September, 2001 before me personally appeared Michael Hellriegel, 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.

Marionne Faith Vero
Notary Public

{seal}

My Commission Exp. Jan. 31, 2005

ACKNOWLEDGMENT OF GRANTOR

STATE OF Connecticut

COUNTY OF Fairfield

ss. Stamford

On this 20th day of September, 2001 before me personally appeared Michael Hellriegel, 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.

Marianne Faith Jarvis
Notary Public

{seal}

My Commission Exp. Jan. 31, 2005

ACKNOWLEDGMENT OF GRANTOR

STATE OF Connecticut)

COUNTY OF Fairfield)

ss. Stamford

On this 28th day of September, 2001 before me personally appeared Michael Hellriegel, 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.

Marianne Faith Jones
Notary Public

{seal}

My Commission Exp. Jan. 31, 2005

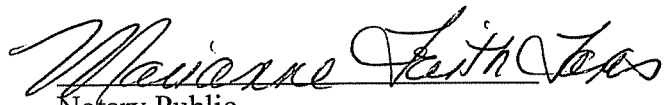
ACKNOWLEDGMENT OF GRANTOR

STATE OF Connecticut

COUNTY OF Fairfield

ss. Stamford

On this 28th day of September, 2001 before me personally appeared Michael Hellriegel, 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}

My Commission Exp. Jan. 31, 2005

ACKNOWLEDGMENT OF GRANTOR

STATE OF Connecticut

COUNTY OF Fairfield

ss. Stamford

On this 28th day of September, 2001 before me personally appeared Michael Hellriegel, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of BlueStorm, 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.

Marianne Faith Jones
Notary Public

{seal}

My Commission Exp. Jan. 31, 2005

ACKNOWLEDGMENT OF GRANTOR

STATE OF Connecticut)

COUNTY OF Fairfield)

ss. Stamford

On this th26 day of September, 2001 before me personally appeared Michael Hellriegel, 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.

Marianne Faith Lee

Notary Public

{seal}

My Commission Exp. Jan. 31, 2005

ACKNOWLEDGMENT OF GRANTOR

STATE OF Connecticut

COUNTY OF Stamford

ss. Stamford

On this 28th day of September, 2001 before me personally appeared Michael Hellriegel, 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.

Marianne Faith Jones
Notary Public

{seal}

My Commission Exp. Jan. 31, 2005

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		

TRADEMARK
REEL: 003920 FRAME: 0331

SCHEDULE II
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Service Marks	Owner/Applicant	Date of Registration/ Application	RegistrationNo./ Application
Mindpower	Butler International, Inc.	12/9/97	(2,119,897)
Mindpower For The Changing World	Butler International, Inc.	7/15/97	(2,078,381)
Miscellaneous Design (Cubes)	Butler International, Inc.	1/16/00	(2,421,317)
Butler International, Inc.	Butler International, Inc.	7/15/97	(2,078,380)
Butler Technical Group	Butler International, Inc.	12/26/00*	(2,415,378)
Butler Service Group, Inc.	Butler International, Inc.	8/15/00	(2,377,125)
Butler Telecom, Inc.	Butler International, Inc.	8/29/00	(2,380,933)
Butler Technology Solutions	Butler International, Inc.	8/8/00	(2,374,863)
Butler Fleet Services	Butler International, Inc.	10/31/00	(2,399,635)
BlueStorm, Inc.	Butler International, Inc.	pending	76-049,024
"Is There A Q To Support Your E?"	Butler International, Inc.	2/22/00	abandoned
q Butler	Butler International, Inc.	2/2200	75-924,477
E Begins with Q at Butler	Butler International, Inc.	2/2/00	75-924-479

Some Butler original printed matter published by any Butler International, Inc. subsidiary, division or branch have copyright protection by printing the word "Copyright" followed by the copyright symbol, the year, and the identity of the company on the front page, title page, or reverse side of title page. Generally, Butler does not file for copyright protection.

Copyrights: None

Patents: None

Infringement Claims: None

TRADEMARK
REEL: 003920 FRAME: 0333

SCHEDULE III
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. COPYRIGHT REGISTRATIONS

<u>Copyright</u>	<u>Reg. No.</u>	<u>Date</u>
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None

II. COPYRIGHT APPLICATIONS

<u>Copyright</u>	<u>Application No.</u>	<u>Date</u>
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None

III. COPYRIGHT LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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None

**SUPPLEMENTAL SCHEDULES TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

These supplemental schedules, effective as of January 15, 2009, are delivered pursuant to that certain Intellectual Property Security Agreement dated as of September 28, 2001 (as from time to time amended, modified or supplemented, the "Intellectual Property Security Agreement"; terms defined therein and not otherwise defined herein being used as therein defined), among each of the Grantors listed on the signature pages thereto and General Electric Capital Corporation, as Agent. The undersigned hereby agrees that Schedules I, II, and III of the Intellectual Property Security Agreement are hereby supplemented with the information relating to the undersigned set forth on Supplemental Schedules I, II and III hereto, respectively. All references in the Intellectual Property Security Agreement to such Schedules shall be deemed to refer to such Schedules, as supplemented hereby.

[SIGNATURE PAGE FOLLOWS]

BUTLER INTERNATIONAL, INC.

By: 

Name: EDWARD M. KOPKO

Title: PRESIDENT

ACKNOWLEDGED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: _____

Name:

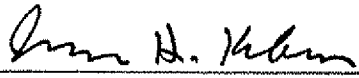
Title:

BUTLER INTERNATIONAL, INC.

By: _____
Name:
Title:

ACKNOWLEDGED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: 
Name:
Title:

SUPPLEMENTAL SCHEDULE I
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT
Butler International, Inc.

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 filed.		

III. PATENT LICENSES

Name of Agreement	Date of Agreement	Parties
None.		

SUPPLEMENTAL SCHEDULE III
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT
Butler International, Inc.

I. COPYRIGHT REGISTRATIONS

<u>Copyright</u>	<u>Reg. No.</u>	<u>Date</u>
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None.

II. COPYRIGHT APPLICATIONS

<u>Copyright</u>	<u>Application No.</u>	<u>Date</u>
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None filed.

III. COPYRIGHT LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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None.

NOTE:

Butler International, Inc. and its Subsidiaries has/will use a copyright mark on various printed materials and Butler's internet site, although formal copyright applications have not been filed.