

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.		06/04/2009	CORPORATION: MARYLAND

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation
Street Address:	201 Merritt 7
City:	Norwalk
State/Country:	CONNECTICUT
Postal Code:	06856
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	2078380	BUTLER INTERNATIONAL, INC.
Registration Number:	2415378	BUTLER TECHNICAL GROUP
Registration Number:	2377125	BUTLER SERVICE GROUP
Registration Number:	2380933	BUTLER TELECOM
Registration Number:	2374863	BUTLER TECHNOLOGY SOLUTIONS
Registration Number:	2399635	BUTLER FLEET SERVICES
Registration Number:	3482797	BUTLER
Registration Number:	2495067	E BEGINS WITH Q AT BUTLER
Registration Number:	2119897	MINDPOWER
Registration Number:	2078381	MINDPOWER FOR A CHANGING WORLD
Registration Number:	2421317	
Registration Number:	1638358	CHIEF EXECUTIVE
Registration Number:	2560664	CHIEF EXECUTIVE
Registration Number:	3443110	CEO CONFIDENCE INDEX

CH \$365.00 2078380

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

ATTORNEY DOCKET NUMBER:	56704.00094 BUTLER
NAME OF SUBMITTER:	Kathleen Mangual
Signature:	/s/ Kathleen Mangual
Date:	06/05/2009

Total Attachments: 20
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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 June 4, 2009, 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 certain Senior Secured, Super-Priority Debtor-in-Possession Credit Agreement, dated as of the date hereof (including, all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified the "DIP Credit Agreement") by and among Borrower, 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 certain Loans to, and incur certain Letter of Credit Obligations for the benefit of, Borrower; and

WHEREAS, Grantors directly or indirectly benefit from the credit facilities made available to Borrower under the DIP Credit Agreement and in order to induce Agent and Lenders to enter into the DIP Credit Agreement and other Loan Documents and to induce Lenders to make the Loans and to incur Letter of Credit Obligations as provided for in the DIP Credit Agreement, Grantors desire to grant a continuing lien on the Intellectual Property Collateral (as defined below) to Agent, for the benefit of Agent and Lenders, to secure all of the Obligations;

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 DIP Credit Agreement.

2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. (a) 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 grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to Agent, for itself and the benefit of the Lenders, a continuing first priority security interest in and Lien upon all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired by or arising in favor of such Grantor and whether owned or consigned by or to, or licensed from or to, such Grantor (collectively, the "Intellectual Property Collateral");

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

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

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

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

(v) 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

(vi) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (A) infringement or dilution of any Patent or Patent licensed under any Patent License, (B) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (C) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (D) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, (E) infringement or dilution of any Copyright or Copyright licensed under any Copyright License, and (F) injury to the goodwill associated with any Copyright or any Copyright licensed under any Copyright License.

(b) In addition, to secure the prompt and complete payment, performance and observance of the Obligations and in order to induce Agent and Lenders as aforesaid, each Grantor hereby grants to Agent, for itself and the benefit of Lenders, a right of setoff, against the property of such Grantor held by Agent or any Lender, consisting of property described above in Section 2(a) now or hereafter in the possession or custody of or in transit to Agent or any Lender, for any purpose, including safekeeping, collection or pledge, for the account of such Grantor, or as to which such Grantor may have any right or power.

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. Upon the entry of the Interim Order and the Final Order (as applicable), this Intellectual Property Security 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 and the filing of appropriate financing statements listed on Schedule I to the Security Agreement, 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 entry of the Interim Order and the Final Order (as applicable) and filing by Agent of this Intellectual Property Security 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 Security Agreements, all action necessary or advisable, 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 Agent 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. Each Grantor hereby acknowledges and affirms 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 Intellectual Property Security Agreement shall remain in full force and effect and shall continue to be effective or to be reinstated, as the case may be, if at any time payment and performance of the Borrower's 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 Borrower's 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 Borrower's 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 or serve upon another any such communication with respect to this Intellectual Property Security 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 DIP Credit Agreement.

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

9. COUNTERPARTS. This Security Agreement may be authenticated in any number of separate counterparts, each of which shall collectively and separately constitute one agreement. This Intellectual Property Security Agreement may be authenticated by manual signature, facsimile or, if approved in writing by Agent, electronic means, all of which shall be equally valid.


10. GOVERNING LAW; SUBMISSION TO JURISDICTION; WAIVERS. Sections 11.9 and 11.13 of the DIP Credit Agreement are incorporated herein mutatis mutandis.

11. SECTION TITLES. The Section titles contained in this Intellectual Property Security Agreement are and shall be without substantive meaning or content of any kind whatsoever and are not a part of the agreement between the parties hereto.


12. ADVICE OF COUNSEL. Each of the parties represents to each other party hereto that it has discussed this Intellectual Property Security Agreement with its counsel.

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BUTLER UTILITY SERVICE, INC.

By: 
Name: Ronald Uyematsu
Title: President


**BUTLER OF NEW JERSEY REALTY
CORP.**

By: 
Name: Ronald Uyematsu
Title: President

BUTLER PUBLISHING, INC.

By: 
Name: Ronald Uyematsu
Title: President

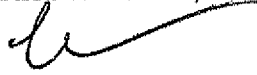
BUTLER RESOURCES, LLC

By: 
Name: Ronald Uyematsu
Title: President

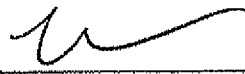
IN WITNESS WHEREOF, Grantors have caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

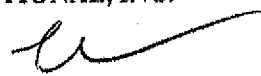
BUTLER INTERNATIONAL, INC.

By: 
Name: Ronald Uyematsu
Title: President


BUTLER SERVICE GROUP, INC.

By: 
Name: Ronald Uyematsu
Title: President


BUTLER SERVICES INTERNATIONAL, INC.

By: 
Name: Ronald Uyematsu
Title: President

BUTLER TELECOM, INC.

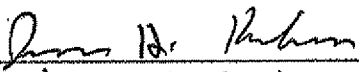
By: 
Name: Ronald Uyematsu
Title: President

BUTLER SERVICES, INC.

By: 
Name: Ronald Uyematsu
Title: President

ACCEPTED and ACKNOWLEDGED by:

**GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent**

By: 
Name: James H. Kentman
Its: Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

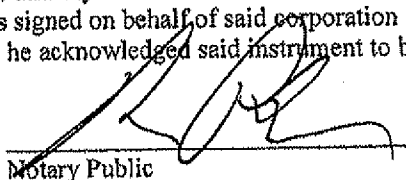
STATE OF New York)

COUNTY OF Westchester)

ss.

On this 7 day of June, 2009 before me personally appeared Ronald Ugnatka 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.

ANDREW P. LEDERMAN
NOTARY PUBLIC, State of New York
{seal} No. 02LE4833075
Qualified in New York County
Commission Expires 3-01-2010



Notary Public

ACKNOWLEDGMENT OF GRANTOR

STATE OF New York)
COUNTY OF Westchester)

ss.

On this 4 day of June, 2009 before me personally appeared David Upmeyer, 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.

ANDRE BERMAN
NOTARY PUBLIC of New York
N.Y. 1075
(seal) Qualified Notary Public for Westchester County
Commission Expires 3-01-2010

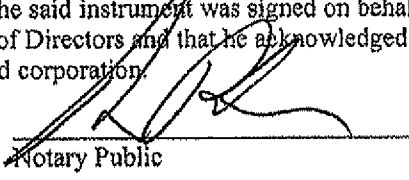
[Signature]
Notary Public

ACKNOWLEDGMENT OF GRANTOR

STATE OF New York)
COUNTY OF Putnam)

ss.

On this 7 day of June, 2009 before me personally appeared Ronald Uyematsu, 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

ANDREW P. LEDERMAN
NOTARY PUBLIC, State of New York
No. 02LE4833075
Qualified in New York County
Commission Expires 3-01-2010

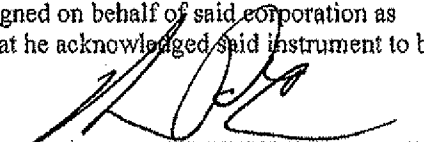
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ACKNOWLEDGMENT OF GRANTOR

STATE OF New York
COUNTY OF New York ss.

On this 1 day of June, 2009 before me personally appeared Ronald Higman, 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.

ANDREW P. LEDERMAN
NOTARY PUBLIC, State of New York
No. 02LE4833076
Qualified in New York County
Commission Expires 3-01-2010


Notary Public

ACKNOWLEDGMENT OF GRANTOR

STATE OF New York

COUNTY OF Westchester

ss.

On this 7 day of June, 2009 before me personally appeared Ronald Kipman, 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.

ANDREW P. LEDERMAN
NOTARY PUBLIC, State of New York
No. 02LE4833075
{seal} Qualified in New York County
Commission Expires 3-01-2010

[Signature]
Notary Public

ACKNOWLEDGMENT OF GRANTOR

STATE OF New York

COUNTY OF Westchester

ss.

On this 2 day of June, 2009 before me personally appeared Ronald Aspinwall, 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.

ANDREW P. LEDERMAN
NOTARY PUBLIC, State of New York
No. 02LE4833075
Qualified in New York County
(see) Commission Expires 3-01-2010



Notary Public

ACKNOWLEDGMENT OF GRANTOR

STATE OF New York)
COUNTY OF Westchester)

ss.

On this 15 day of June, 2009 before me personally appeared Ronald Uyematsu, 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.

ANDREW P. LEDERMAN
NOTARY PUBLIC, State of New York
No. 02LE4833075
{seal} Qualified in New York County
Commission Expires 3-01-2010

[Signature]
Notary Public

ACKNOWLEDGMENT OF GRANTOR

STATE OF New York
COUNTY OF Westchester

ss.

On this 7 day of June, 2009 before me personally appeared Ronald Uyematsu, 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.

ANDREW P. LEDERMAN
NOTARY PUBLIC, State of New York
No. 02LE4833075
Qualified in New York County
(seat) Commission Expires 3-01-2010

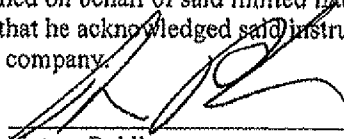
[Signature]
Notary Public

ACKNOWLEDGMENT OF GRANTOR

STATE OF N.Y.
COUNTY OF Westchester

ss.

On this 9 day of June, 2009 before me personally appeared Ronald Uyematsu, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Butler Resources, LLC, 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 limited liability company as authorized by its Members and that he acknowledged said instrument to be the free act and deed of said limited liability company.



Notary Public

{seal}

Schedule I

A. **PATENTS.**

None.

Schedule II

B. TRADEMARKS.

Credit Party	Trademarks	Federal Registration Number	Registration Date
Butler International, Inc.	Butler International, Inc	2078380	7/15/97
Butler International, Inc.	Butler Technical Group	2415378	12/26/00
Butler International, Inc.	Butler Service Group, Inc.	2377125	8/15/00
Butler International, Inc.	Butler Telecom, Inc.	2380933	8/29/00
Butler International, Inc.	Butler Technology Solutions	2374863	8/8/00
Butler International, Inc.	Butler Fleet Services	2399635	10/31/00
Butler International, Inc.	Butler	3,482,797	8/12/08
Butler International, Inc.	E Begins with Q at Butler	2495067	10/2/01
Butler International, Inc.	Mindpower	2119897	12/9/97
Butler International, Inc.	Mindpower for the Changing World	2078381	7/15/97
Butler International, Inc.	Miscellaneous Design (Cubes)	2421317	1/16/01
Butler International, Inc.	Chief Executive	1638358	3/19/91
Chief Executive Group, L.P.	Chief Executive	2560664	4/9/02
Butler International, Inc.	CEO Confidence Index	3443110	6/30/08

Schedule III

C. COPYRIGHTS.

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.