

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 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>Butler International, Inc.</td> <td></td> <td>07/07/2009</td> <td>CORPORATION: MARYLAND</td> </tr> <tr> <td>Butler Services International, Inc.</td> <td></td> <td>07/07/2009</td> <td>CORPORATION: DELAWARE</td> </tr> <tr> <td>Butler Service Group, Inc.</td> <td></td> <td>07/07/2009</td> <td>CORPORATION: NEW JERSEY</td> </tr> <tr> <td>Butler of New Jersey Realty Corp.</td> <td></td> <td>07/07/2009</td> <td>CORPORATION: NEW JERSEY</td> </tr> </tbody> </table> | | | | Name | Formerly | Execution Date | Entity Type | Butler International, Inc. | | 07/07/2009 | CORPORATION: MARYLAND | Butler Services International, Inc. | | 07/07/2009 | CORPORATION: DELAWARE | Butler Service Group, Inc. | | 07/07/2009 | CORPORATION: NEW JERSEY | Butler of New Jersey Realty Corp. | | 07/07/2009 | CORPORATION: NEW JERSEY | | | | | | | | | | | | | |
| Name | Formerly | Execution Date | Entity Type | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Butler International, Inc. | | 07/07/2009 | CORPORATION: MARYLAND | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Butler Services International, Inc. | | 07/07/2009 | CORPORATION: DELAWARE | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Butler Service Group, Inc. | | 07/07/2009 | CORPORATION: NEW JERSEY | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Butler of New Jersey Realty Corp. | | 07/07/2009 | CORPORATION: NEW JERSEY | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| RECEIVING PARTY DATA | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <table border="1"> <tr> <td>Name:</td> <td>Butler America LLC</td> </tr> <tr> <td>Street Address:</td> <td>3820 State Street</td> </tr> <tr> <td>City:</td> <td>Santa Barbara</td> </tr> <tr> <td>State/Country:</td> <td>CALIFORNIA</td> </tr> <tr> <td>Postal Code:</td> <td>93105</td> </tr> <tr> <td>Entity Type:</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> </table> | | | | Name: | Butler America LLC | Street Address: | 3820 State Street | City: | Santa Barbara | State/Country: | CALIFORNIA | Postal Code: | 93105 | Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | | | | | | | | | | | | | | | | | | | | |
| Name: | Butler America LLC | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Street Address: | 3820 State Street | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| City: | Santa Barbara | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| State/Country: | CALIFORNIA | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Postal Code: | 93105 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| PROPERTY NUMBERS Total: 10 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> <th>Word Mark</th> </tr> </thead> <tbody> <tr> <td>Registration Number:</td> <td>2078380</td> <td>BUTLER INTERNATIONAL, INC.</td> </tr> <tr> <td>Registration Number:</td> <td>2415378</td> <td>BUTLER TECHNICAL GROUP</td> </tr> <tr> <td>Registration Number:</td> <td>2377125</td> <td>BUTLER SERVICE GROUP</td> </tr> <tr> <td>Registration Number:</td> <td>2380933</td> <td>BUTLER TELECOM</td> </tr> <tr> <td>Registration Number:</td> <td>2374863</td> <td>BUTLER TECHNOLOGY SOLUTIONS</td> </tr> <tr> <td>Registration Number:</td> <td>2399635</td> <td>BUTLER FLEET SERVICES</td> </tr> <tr> <td>Registration Number:</td> <td>3482797</td> <td>BUTLER</td> </tr> <tr> <td>Registration Number:</td> <td>2119897</td> <td>MINDPOWER</td> </tr> <tr> <td>Registration Number:</td> <td>2078381</td> <td>MINDPOWER FOR A CHANGING WORLD</td> </tr> <tr> <td>Registration Number:</td> <td>2421317</td> <td></td> </tr> </tbody> </table> | | | | 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: | 2119897 | MINDPOWER | Registration Number: | 2078381 | MINDPOWER FOR A CHANGING WORLD | Registration Number: | 2421317 | |
| 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: | 2119897 | MINDPOWER | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Registration Number: | 2078381 | MINDPOWER FOR A CHANGING WORLD | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Registration Number: | 2421317 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

CH \$265.00 2078380

900138187

TRADEMARK
 REEL: 004018 FRAME: 0808

CORRESPONDENCE DATA

Fax Number: (917)777-4104

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-735-3000

Email: kellie.weilbrenner@skadden.com

Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLC

Address Line 1: Four Times Square

Address Line 2: Attn: Jennifer Ward, Esq.

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:

092420/0009

NAME OF SUBMITTER:

Jennnifer Ward

Signature:

/Jennifer Ward/

Date:

07/08/2009

Total Attachments: 7

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ASSIGNMENT OF INTANGIBLE PROPERTY

This ASSIGNMENT OF INTANGIBLE PROPERTY (this "Assignment"), dated as of July 7, 2009, is entered into by and among Butler International, Inc., a Maryland corporation, and all the sellers listed on the signature page hereto (the "Assignors") in favor of Butler America LLC, a Delaware limited liability company (the "Assignee"). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Asset Purchase Agreement (as defined below).

WHEREAS, Assignors and Assignee have heretofore entered into that certain Asset Purchase Agreement dated May 29, 2009 (as amended, the "Asset Purchase Agreement"), pursuant to which Assignee has agreed to purchase from Assignors, and Assignors have agreed to sell, assign, transfer, convey and deliver to Assignee, each Assignor's right, title and interest in, to and under all Intangible Property including, without limitation, the trademarks and the applications and registrations therefor set forth in Annex "A" attached hereto and incorporated by reference herein (the "Assigned Trademarks") together with the goodwill associated therewith.

WHEREAS, concurrently with the execution and delivery of this Assignment, Assignors and Assignee are consummating the transactions contemplated by the Asset Purchase Agreement. Pursuant to Sections 1.5, 3.3.3 and 3.4.4 of the Asset Purchase Agreement, Assignor and Assignee are required to mutually execute and deliver this Assignment at the Closing.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, Assignors make the following assignments and agree as follows:

1. Trademarks Assignment. Each Assignor hereby assigns, sells, transfers, conveys and delivers to Assignee all of its right, title and interest in, to and under the Assigned Trademarks, together with the goodwill of the business associated therewith throughout the universe, including, without limitation, the right to sue and collect damages for past, present and future infringement or other violation thereof for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives.

2. Assignment of Other General Intangible Property. Each Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee, and Assignee hereby purchases and acquires from Assignor, free and clear of all Liens, all of its right, title, and interest in, to and under the Intangible Property throughout the universe, including, without limitation the right to sue and collect damages for past, present and future infringement, misappropriation or other violation

thereof, and all copies and tangible embodiments of any Intangible Property, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives.

3. Further Assurances. Assignors agree to execute and deliver at the request of Assignee, without further consideration, all papers, instruments of sale, transfer, conveyance, confirmation and assignment, and to perform any other reasonable acts Assignee reasonable deems necessary in order to vest or more effectively transfer, convey, assign or confirm all of Assignors' rights, title and interest in and to the Intangible Property in and to Assignee, including, without limitation, all documents necessary to record in the name of Assignee the assignment of the Assigned Trademarks with the United States Patent and Trademark Office and, with respect to any equivalent foreign rights, with any other appropriate foreign or international office or registrar.

4. Amendments. This Assignment may be amended, modified or supplemented at any time only by a written agreement of both the Assignors and Assignee. Any failure by Assignors, on one hand, or Assignee, on the other hand, to comply with any term or provision of this Assignment may be waived by Assignee or Assignors, respectively, at any time, by an instrument in writing signed by or on behalf of Assignee or Assignors, but such waiver or failure to insist upon strict compliance with such term or provision shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure to comply.

5. Execution in Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

6. Conflicts. Notwithstanding anything to the contrary herein, Assignors are executing and delivering this Assignment in accordance with and subject to all of the terms and provisions of the Asset Purchase Agreement (including, without limitation, the exclusions set forth in Section 1.2 of the Asset Purchase Agreement and the acknowledgement and disclaimer set forth in Section 6 of the Asset Purchase Agreement). Nothing in this Assignment should be deemed to supersede or enlarge or modify any of the provisions of the Asset Purchase Agreement. If any conflict exists between the terms of this Assignment and the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall govern and control.

7. Third-Party Beneficiaries. This Assignment is not intended and shall not be deemed to confer upon or give any person except the parties hereto and their respective successors and permitted assigns, any remedy, claim, liability, reimbursement, cause of action or other right under or by reason of this Assignment.

8. Governing Law and Consent to Jurisdiction. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to any conflict of laws rules thereof.

9. Survival of Covenants. This Assignment and the covenants and agreements contained herein shall survive the Closing.

10. Interpretation. The section headings contained in this Assignment are solely for the purposes of reference, and are not part of the agreement of the parties and shall not in any way affect the meaning or interpretation of this Assignment.

11. Binding Effect; Assignment. This Assignment and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, successors and permitted assigns, provided, that none of the parties shall assign any of its rights, interests or obligations under this Assignment, directly or indirectly, except as set forth in the Asset Purchase Agreement. Any attempted assignment or delegation by a party without the other party's written consent will be void.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignee and Assignor has executed this Assignment
as of the day and year first set forth above.

ASSIGNEE:

BUTLER AMERICA LLC

By: 

Name: Jeff R. Mitchell

Title: Chief Financial Officer and Treasurer

ASSIGNORS:

BUTLER INTERNATIONAL, INC.

By: _____

Name: _____

Title: _____

BUTLER SERVICES INTERNATIONAL, INC.

By: _____

Name: _____

Title: _____

BUTLER SERVICE GROUP, INC.

By: _____

Name: _____

Title: _____

BUTLER OF NEW JERSEY REALTY CORP.

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, Assignee and Assignor has executed this Assignment
as of the day and year first set forth above.

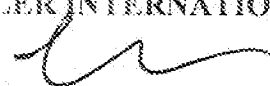
ASSIGNEE:

BUTLER AMERICA LLC

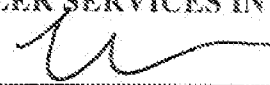
By: _____
Name:
Title:

ASSIGNORS:

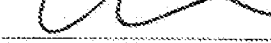
BUTLER INTERNATIONAL, INC.

By:  _____
Name: Ronald Uyematsu
Title: President

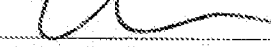
BUTLER SERVICES INTERNATIONAL, INC.

By:  _____
Name: Ronald Uyematsu
Title: President

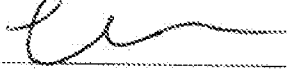
BUTLER SERVICE GROUP, INC.

By:  _____
Name: Ronald Uyematsu
Title: President

BUTLER OF NEW JERSEY REALTY CORP.

By:  _____
Name: Ronald Uyematsu
Title: President

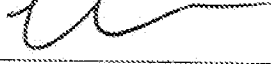
BUTLER TELECOM, INC.

By: 

Name: Ronald Uyematsu

Title: President


BUTLER UTILITY SERVICE, INC.

By: 

Name: Ronald Uyematsu

Title: President

BUTLER SERVICES, INC.

By: 

Name: Ronald Uyematsu

Title: President

BUTLER RESOURCES, LLC

By: 

Name: Ronald Uyematsu

Title: President

ANNEX AASSIGNED TRADEMARKS

| Assignor | 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 | 2377125 | 8/15/00 |
| Butler International, Inc. | Butler Telecom | 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. | 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 |