

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT								
NATURE OF CONVEYANCE:	SECURITY INTEREST								
CONVEYING PARTY DATA									
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">Name</th> <th style="width: 30%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 20%;">Entity Type</th> </tr> <tr> <td>Butler America LLC</td> <td></td> <td>07/07/2009</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	Butler America LLC		07/07/2009	LIMITED LIABILITY COMPANY: DELAWARE	
Name	Formerly	Execution Date	Entity Type						
Butler America LLC		07/07/2009	LIMITED LIABILITY COMPANY: DELAWARE						
RECEIVING PARTY DATA									
Name:	General Electric Capital Corporation, as Agent								
Street Address:	350 South Beverly Drive, Suite 200								
City:	Beverly Hills								
State/Country:	CALIFORNIA								
Postal Code:	90212								
Entity Type:	CORPORATION: DELAWARE								
PROPERTY NUMBERS Total: 10									
Property Type	Number	Word Mark							
Registration Number:	3482797	BUTLER							
Registration Number:	2421317								
Registration Number:	2415378	BUTLER TECHNICAL GROUP							
Registration Number:	2399635	BUTLER FLEET SERVICES							
Registration Number:	2374863	BUTLER TECHNOLOGY SOLUTIONS							
Registration Number:	2377125	BUTLER SERVICE GROUP							
Registration Number:	2380933	BUTLER TELECOM							
Registration Number:	2119897	MINDPOWER							
Registration Number:	2078380	BUTLER INTERNATIONAL, INC.							
Registration Number:	2078381	MINDPOWER FOR A CHANGING WORLD							
CORRESPONDENCE DATA									
Fax Number: (310)277-4730									
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>									

CH \$265.00 3482797

900138731

TRADEMARK
REEL: 004024 FRAME: 0961

Phone: (310) 284-6106
Email: jsbrown@mwe.com
Correspondent Name: Kristine M. Suh, Esq.
Address Line 1: McDermott Will & Emery LLP
Address Line 2: 2049 Century Park East, Suite 3800
Address Line 4: Los Angeles, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	082892-0037
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NAME OF SUBMITTER:	Kristine M. Suh
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Signature:	/Kristine M. Suh/
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Date:	07/15/2009
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Total Attachments: 6
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PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Agreement"), dated as of July 7, 2009, is made by BUTLER AMERICA LLC, a Delaware limited liability company ("Grantor"), and GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, as agent (in such capacity, "Agent") for the lenders ("Lenders") from time to time party to the Credit Agreement (as defined below).

RECITALS

A. Pursuant to that certain Credit Agreement of even date herewith by and among Grantor, Agent and Lenders (including all annexes, exhibits and schedules thereto, as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), Lenders have agreed to make certain financial accommodations to or for the direct or indirect benefit of Grantor.

B. In order to secure Grantor's obligations under the Credit Agreement, Grantor executed and delivered to Agent, for the benefit of Agent and Lenders, that certain Security Agreement of even date herewith by Grantor in favor of Agent (the "Security Agreement").

C. In order to induce Agent and Lenders to enter into the Credit Agreement and the other Loan Documents and to induce Lenders to make the financial accommodations as provided for in the Credit Agreement, Grantor has agreed to execute and deliver this Agreement. These recitals shall be construed as part of this Agreement.

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, Grantor and Agent hereby agree as follows:

1. Definitions. Unless otherwise defined herein, capitalized terms or matters of construction defined or established in Annex A to the Credit Agreement shall be applied herein as defined or established therein. All other capitalized terms contained in this Agreement, unless the context indicates otherwise, shall have the meanings provided for by the Code to the extent the same are used or defined therein.

2. Grant of Security Interest in Intellectual Property Collateral. To secure the prompt and complete payment, performance and observance of all of the Obligations, Grantor hereby grants, mortgages and pledges to Agent, for the benefit of Agent and Lenders, a security interest upon all its right, title and interest in, to and under the following property, whether now owned by or owing to, or hereafter acquired by or arising in favor of, Grantor (including under any trade names, styles or divisions of Grantor), and regardless of where located (collectively, the "Intellectual Property Collateral"):

(a) all of Grantor's Patents that are the subject of registration or application for registration in the United States Patent and Trademark Office or in any similar office or agency, and Patent Licenses to which it is a party, including those referred to in Part A to Schedule I hereto;

(b) all of Grantor's Trademarks that are the subject of registration or application for registration in the United States Patent and Trademark Office or in any

similar office or agency, and Trademark Licenses to which it is a party, including those referred to in Part B to Schedule I hereto;

(c) all of Grantor's Copyrights that are the subject of registration or application for registration in the United States Copyright Office or in any similar office or agency, and Copyright Licenses to which it is a party, including those referred to in Part C to Schedule I hereto;

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

(e) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing; and

(f) all Proceeds of the foregoing, including (i) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to Grantor from time to time with respect to any of the foregoing, (ii) any and all payments (in any form whatsoever) made or due and payable to Grantor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the foregoing by any Governmental Authority (or any Person acting under color of Governmental Authority), (iii) any claim of Grantor against third parties for (A) past, present or future infringement of any Patent or Patent License, (B) past, present or future infringement of any Copyright or Copyright License, (C) past, present or future infringement or dilution of any Trademark or Trademark License, or (D) injury to the goodwill associated with any Trademark or Trademark License, (iv) any recoveries by Grantor against third parties with respect to any litigation or dispute concerning any of the foregoing, and (v) any and all other amounts from time to time paid or payable under or in connection with any of the foregoing, upon disposition or otherwise.

Notwithstanding the foregoing, the term "Intellectual Property Collateral" shall not include any of Grantor's right, title or interest in (A) any contract, lease, permit, license, charter or license agreement covering personal property of Grantor if under the terms of such contract, lease, permit, license, charter or license agreement, or applicable law with respect thereto, the valid grant of a security interest or lien therein to Agent is prohibited as a matter of law or under the terms of such contract, lease, permit, license, charter or license agreement (including where the violation of any such prohibition would result in the termination thereof) and such prohibition has not been or is not waived or the consent of the other party to such contract, lease, permit, license, charter or license agreement has not been or is not otherwise obtained, or (B) any intent-to-use trademark or service mark application contained in General Intangibles if granting a security interest would be construed as an assignment of such applications to Agent and, as a result, would invalidate, void, cancel or abandon such applications; provided, that the exclusions set forth in **clauses (A) and (B)** above shall in no way be construed (1) to apply if any described prohibition is unenforceable under Section 9-406, 9-407 or 9-408 of the Code or other applicable law, (2) so as to limit, impair or otherwise affect Agent's continuing security interest in and lien upon any rights or interests of Grantor in or to monies due or to become due under any described contract, lease, permit, license, charter or license agreement (including any Accounts), (3) to limit, impair or otherwise affect Agent's continuing security interest in and lien upon any rights or interest of a Grantor in and to any proceeds from the sale, license, lease or other disposition of any such contract, lease,

permit, license, charter or license agreement, (4) to apply to any intent-to-use trademark or service mark applications at such time as an amendment to allege use or statement of use is recorded with the United States Patent and Trademark Office as to such applications, or (5) to continue and the Lien granted hereby shall attach to such property immediately and automatically (without need for any further grant or act) at such time as the applicable conditions described in **clauses (A) and (B)** cease to exist.

3. Security Agreement. The Lien granted pursuant to this Agreement is granted in conjunction with the Liens granted to Agent, for the benefit of Agent and Lenders, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Liens granted under this Agreement 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. If any provision contained in this Agreement conflicts with that contained in the Security Agreement, then the Security Agreement shall then govern and control.

4. Termination of This Agreement. This Agreement shall terminate upon the Termination Date.

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


6. GOVERNING LAW. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ANY OF THE LOAN DOCUMENTS, IN ALL RESPECTS, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS AGREEMENT AND THE OBLIGATIONS ARISING HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN THAT STATE, AND ANY APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.

[Remainder of Page Left Blank]

IN WITNESS WHEREOF, the parties have executed this Patent, Trademark and Copyright Security Agreement as of the date first set forth above.

"Grantor"

BUTLER AMERICA LLC

By: 
Name: Jeff R. Mitchell
Title: Chief Financial Officer and Treasurer

Agreed and Acknowledged by:

"Agent"

GENERAL ELECTRIC CAPITAL
CORPORATION

By: _____
Eric Watson
Its Duly Authorized Signatory

IN WITNESS WHEREOF, the parties have executed this Patent, Trademark and Copyright Security Agreement as of the date first set forth above.

"Grantor"


BUTLER AMERICA LLC

By: _____
Name: _____
Title: _____

Agreed and Acknowledged by:

"Agent"

GENERAL ELECTRIC CAPITAL
CORPORATION

By:  _____
Eric Watson
Its Duly Authorized Signatory

SCHEDULE I
to
**PATENT, TRADEMARK AND
COPYRIGHT SECURITY AGREEMENT**
(PART A)
PATENTS
None.

(PART B)
TRADEMARKS

Country	Trademark	Reg. Date	Reg. No.	Record Owner ¹	Status
U.S.	BUTLER	12-AUG-2008	3482797	Butler International, Inc.	Registered
U.S.	Miscellaneous Design (Cubes)	16-JAN-2001	2421317	Butler International, Inc.	Registered
U.S.	BUTLER TECHNICAL GROUP	26-DEC-2000	2415378	Butler International, Inc.	Registered
U.S.	BUTLER FLEET SERVICES	31-OCT-2000	2399635	Butler International, Inc.	Registered
U.S.	BUTLER TECHNOLOGY SOLUTIONS	08-AUG-2000	2374863	Butler International, Inc.	Registered
U.S.	BUTLER SERVICE GROUP	15-AUG-2000	2377125	Butler International, Inc.	Registered
U.S.	BUTLER TELECOM	29-AUG-2000	2380933	Butler International, Inc.	Registered
U.S.	MINDPOWER	09-DEC-1997	2119897	Butler International, Inc.	Registered
U.S.	BUTLER INTERNATIONAL, INC.	15-JUL-1997	2078380	Butler International, Inc.	Registered
U.S.	MINDPOWER FOR A CHANGING WORLD	15-JUL-1997	2078381	Butler International, Inc.	Registered

(PART C)
COPYRIGHTS

None

¹ All trademarks set forth herein that reflect Butler International, Inc. as record owner are being assigned as of the date hereof to Butler America LLC pursuant to an Assignment of Intangible Property, dated as of the date hereof, by and among Butler International, Inc., all of the other sellers listed on the signature pages thereto, and Butler America LLC. This Assignment of Intangible Property has been or will be submitted for recording with United States Patent and Trademark Office within 10 days following the Closing Date.