

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TASC, Inc.		12/18/2009	CORPORATION: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	BARCLAYS BANK PLC, AS COLLATERAL AGENT		
Street Address:	745 Seventh Ave.		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Public Limited Company: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1172637	TASC	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	714-540-1235		
Email:	ipdocket@lw.com, kristin.azcona@lw.com		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	650 Town Center Drive, 20th Floor		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	043546-0006		
NAME OF SUBMITTER:	Kristin J. Azcona		
Signature:	/kja/		
Date:	12/22/2009		

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Total Attachments: 5

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GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS, dated as of December 18, 2009 (as amended, supplemented or otherwise modified from time to time, the “Agreement”), is made by TASC, Inc., a Massachusetts corporation, with an address of 4805 Stonecroft Boulevard, Chantilly, VA 20151 (the “Grantor”) in favor of Barclays Bank PLC, a public limited company, with an address of 745 Seventh Ave., New York, NY 10019, as collateral agent (in such capacity and together with its successors, the “Collateral Agent”) for the banks and other financial institutions or entities (the “Lenders”) from time to time parties to the Credit Agreement, dated as of December 18, 2009 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Birch Intermediate Corp., a Delaware corporation, Birch Acquisition Corp., a Massachusetts corporation, TASC, Inc., a Massachusetts corporation, the Lenders party thereto and Barclays Bank PLC, as administrative agent and Collateral Agent.

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantor shall have executed and delivered that certain Guarantee and Collateral Agreement, dated as of December 18, 2009, in favor of the Collateral Agent (as amended, supplemented, replaced or otherwise modified from time to time, the “Collateral Agreement”); and

WHEREAS, under the terms of the Collateral Agreement, the Grantor has granted to the Collateral Agent a security interest in all Intellectual Property of the Grantor, including the Trademarks, and has agreed as a condition thereof to execute this Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement, and, if not therein defined, in the Credit Agreement.

SECTION 2. Grant of Security. The Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in and to all of such Grantor’s right, title and interest in and to the Trademarks (including, without limitation, those items listed on Schedule A hereto), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor’s Obligations.

SECTION 3. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement.

SECTION 4. Execution in Counterparts. This Agreement may be executed in any number of counterparts (including by telecopy), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

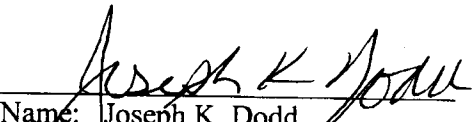
SECTION 5. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York without regard to principles of conflicts of laws that would result in the application of any law other than the law of the State of New York.

SECTION 6. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to those set forth in the Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are in conflict with the Collateral Agreement or the Credit Agreement, the provisions of the Collateral Agreement or the Credit Agreement shall govern.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to
be duly executed and delivered as of the date first above written.

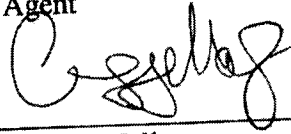
TASC, INC.

By:


Name: Joseph K. Dodd
Title: Secretary and Assistant Treasurer

BARCLAYS BANK PLC,
as Collateral Agent

By:



Name: Craig Malloy
Title: Director

[Signature page – Grant of Security Interest in Trademark Rights]

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Schedule A

U.S. Trademark Registrations and Applications

<u>Trademark</u>	<u>Serial No.</u> <u>Filing Date</u>	<u>Reg. No.</u> <u>Reg. Date</u>
TASC	73/223,006 7/12/1979	1,172,637 10/6/1981