

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Trademark Security Notice	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Phoenix Consulting Group, LLC	FORMERLY Phoenix Consulting Group, Inc.	01/07/2010	LIMITED LIABILITY COMPANY: ALABAMA
RECEIVING PARTY DATA			
Name:	Wachovia Bank, National Association		
Street Address:	1525 West W.T. Harris Boulevard		
Internal Address:	NC0680		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28262		
Entity Type:	a national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2511666	PHOENIX CONSULTING GROUP, INC.	
Registration Number:	2834887	COMPETITIVE ASSURANCE	
CORRESPONDENCE DATA			
Fax Number:	(704)350-7800		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	704.350.7738		
Email:	bsmith@winston.com		
Correspondent Name:	Betty G. Smith		
Address Line 1:	Winston & Strawn LLP, 214 N. Tryon St.		
Address Line 2:	22nd Floor		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	80393.07187		
NAME OF SUBMITTER:	Betty G. Smith		

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**TRADEMARK
 REEL: 004130 FRAME: 0568**

Signature:	/Betty G. Smith/
Date:	01/13/2010
Total Attachments: 4 source=Trademark SA-Phoenix 1132009#page1.tif source=Trademark SA-Phoenix 1132009#page2.tif source=Trademark SA-Phoenix 1132009#page3.tif source=Trademark SA-Phoenix 1132009#page4.tif	

TRADEMARK SECURITY NOTICE

Trademark Security Notice (this "Agreement") dated as of January 7, 2010 by and between PHOENIX CONSULTING GROUP, LLC (formerly known as Phoenix Consulting Group, Inc.), an Alabama limited liability company (the "Grantor"), having its chief executive office at 6910 Richmond Highway, Alexandria, Virginia 22306 and WACHOVIA BANK, NATIONAL ASSOCIATION, a national banking association, as Administrative Agent (the "Administrative Agent"), with offices at 1525 West W.T. Harris Boulevard, NC0680, Charlotte, North Carolina 28262, for the ratable benefit of the Secured Parties.

This Agreement is executed pursuant to the terms of (a) the Credit Agreement dated as of July 28, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among DynCorp International LLC, a Delaware limited liability company, (the "Borrower"), DynCorp International Inc., a Delaware corporation, ("Holdings"), the Lenders who are or may become party thereto, the Lenders and the Administrative Agent and (b) the Collateral Agreement dated as of July 28, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement") executed by Holdings, the Borrower and certain of their respective Subsidiaries in favor of the Administrative Agent, for the ratable benefit of the Secured Parties. Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Credit Agreement or the Collateral Agreement, as applicable.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby confirms the grant pursuant to the Collateral Agreement, to the Administrative Agent, for the ratable benefit of the Secured Parties, of a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

- (i) all trademarks and all of the goodwill of the business connected with the use of, and symbolized by, each trademark of the Grantor, including, without limitation, each trademark listed on Schedule A; and
- (ii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any trademark, including, without limitation, any trademark listed on Schedule A or (b) injury to the goodwill associated with any trademark.

In the event that any provisions of this Agreement are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

PHOENIX CONSULTING GROUP, LLC, as Grantor

By: [Signature]
Name: Michael Thorne
Title: VP, CFO & Treasurer

ACKNOWLEDGMENT

STATE OF Virginia
COUNTY OF Fairfax

I, Kim Youtzy, a Notary Public for said County and State, do hereby certify that Michael J. Thorne personally appeared before me this day and stated that (s)he is VP, CFO & Treasurer of Phoenix Consulting Group, LLC and acknowledged, on behalf of Phoenix Consulting Group, LLC the due execution of the foregoing instrument.

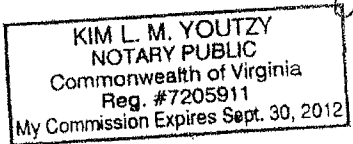
Witness my hand and official seal, this 7th day of ~~November~~, 2009.

January 2010

[Signature]
Notary Public

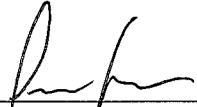
My commission expires:

9/30/12




Agreed and Accepted as of the 7th day of
January, 2010.

WACHOVIA BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: 
Name: GARY JONES
Title: VICE PRESIDENT

Schedule A to Trademark Security Agreement

TRADEMARKS

<u>Mark</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Registration Number</u>	<u>Date Registered</u>
	75/864261	December 6, 1999	2,511,666	November 27, 2001
COMPETITIVE ASSURANCE	76/206281	February 6, 2001	2,834,887	April 20, 2004