

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
Casals & Associates, Inc.		02/19/2010	CORPORATION: VIRGINIA
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: 1			
Property Type	Number	Word Mark	
Registration Number:	3707854	RESPONDANET	
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		
Signature:	/Betty G. Smith/		

CH \$40.00 3707854

Date:

02/19/2010

Total Attachments: 4

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TRADEMARK SECURITY NOTICE

Trademark Security Notice (this "Agreement") dated as of February 19, 2010 by and between CASALS & ASSOCIATES, INC., a Virginia corporation (the "Grantor"), having its chief executive office at 99 Canal Center Plaza, 3rd Floor, Alexandria, Virginia 22314 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:

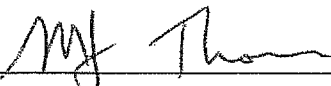
- (i) all trademarks and all of the goodwill of the business connected with the use of, and symbolized by, each trademark of the Grantor, including, without limitation, each trademark listed on Schedule A; and
- (ii) all claims by the Grantor against third parties for (a) past, present or future infringement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

CASALS & ASSOCIATES, INC., as Grantor

By: 

Name: Michael J. Thorne

Title: SVP, Chief Financial Officer

ACKNOWLEDGMENT

Commonwealth of Virginia)

County of Fairfax) ss
)

Signed and sworn to before me this 17th day of February, 2010.


Kim L. M. Youtzy

Notary Public

Notary registration number: 7205911

My commission expires September 30, 2012

Agreed and Accepted as of the 19th day of
February, 2010.

WACHOVIA BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: _____

Name: Tray 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>
RESPONDANET	77-617,380	Nov. 19, 2008	3,707,854	Nov. 10, 2009