

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Metrigratics, LLC		07/20/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Dynamics Research Corporation		
Street Address:	Two Tech Drive		
City:	Andover		
State/Country:	MASSACHUSETTS		
Postal Code:	01810		
Entity Type:	CORPORATION: MASSACHUSETTS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1102346	METRIGRAPHICS	
CORRESPONDENCE DATA			
Fax Number:	(617)345-1300		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	617-345-1341		
Email:	matm@nixonpeabody.com		
Correspondent Name:	Michelle A. Massicotte		
Address Line 1:	100 Summer Street		
Address Line 2:	Nixon Peabody LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	081533-1		
NAME OF SUBMITTER:	Michelle A. Massicotte		
Signature:	/Michelle A. Massicotte/		

CH \$40.00 1102346

900169021

**TRADEMARK
 REEL: 004257 FRAME: 0575**

Date:

08/10/2010

Total Attachments: 6

source=DRC-Metrigraphics TSA#page1.tif

source=DRC-Metrigraphics TSA#page2.tif

source=DRC-Metrigraphics TSA#page3.tif

source=DRC-Metrigraphics TSA#page4.tif

source=DRC-Metrigraphics TSA#page5.tif

source=DRC-Metrigraphics TSA#page6.tif

EXECUTION

THIS INSTRUMENT IS SUBJECT TO THE TERMS OF A CERTAIN SUBORDINATION AGREEMENT DATED AS OF JULY 20, 2010 BY AND BETWEEN DYNAMICS RESEARCH CORPORATION AND BERKSHIRE BANK, WHICH AGREEMENT IS INCORPORATED HEREIN BY REFERENCE. NOTWITHSTANDING ANY STATEMENT TO THE CONTRARY CONTAINED IN THIS INSTRUMENT, NO PAYMENT ON ACCOUNT OF THE OBLIGATIONS HEREUNDER, WHETHER OF PRINCIPAL, INTEREST OR OTHERWISE, WILL BE MADE, PAID, RECEIVED OR ACCEPTED EXCEPT IN ACCORDANCE WITH THE EXPRESS TERMS OF THE SUBORDINATION AGREEMENT.

SECURITY AGREEMENT (TRADEMARKS)

This SECURITY AGREEMENT (TRADEMARKS)(this “**Agreement**”) is made as of July 20, 2010, by and between METRIGRAPHICS, LLC, a Delaware limited liability company (the “**Borrower**”) and DYNAMICS RESEARCH CORPORATION, a Massachusetts corporation (the “**Lender**”).

All capitalized terms not defined herein but defined in the Security Agreement-All Assets, dated of even date herewith (as the same may be amended, modified, supplemented, extended or restated, from time to time, the “**Security Agreement-All Assets**”) by and between the Borrower and the Lender, shall have the meanings given to such terms in the Security Agreement-All Assets.

Preliminary Statements:

WHEREAS, the Borrower has requested that the Lender enter into the Credit Agreement and to make a certain Loan to or for the benefit of the Borrower, as provided for therein; and

WHEREAS, the Borrower owns, has adopted, used and is using the trademarks and service marks (and has filed the trademark applications and service mark applications) set forth in **Schedule 1** attached hereto and made a part hereof (collectively, the “**Marks**”); and

WHEREAS, in order to induce the Lender to enter into the Credit Agreement and to make such Loan to or for the benefit of the Borrower, and as a supplement to the Security Agreement-All Assets, the Lender has requested, and the Borrower has agreed to enter into this Agreement;

NOW, THEREFORE, in order to induce the Lender to enter into the Credit Agreement and to make such Loan to or for the benefit of the Borrower, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower hereby agrees with the Lender as follows:

1. To secure the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, the Borrower does hereby grant to the Lender a continuing security interest in and to the Marks and all General Intangibles connected with the use of or related to any and all Marks (including without limitation, all goodwill of the Borrower and its business, products and services appurtenant to, associated with or symbolized by any and all Marks and the use thereof), together with all registrations of the Marks and the applications therefor, all in accordance with the terms and provisions of the Security Agreement-All Assets.

2. The Borrower and the Lender hereby expressly acknowledge and agree that all of the rights and remedies of the Lender with respect to the security interest granted hereby are more fully set forth in the Security Agreement-All Assets.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and delivered under their seals as of the date first above written.

METRIGRAPHICS, LLC

Lisa A. Kendrick
my comm. exp. 9/28/12
Notary Public

By: 

Name: *James Corcoran*

Title: *Manager*

Its duly authorized officer

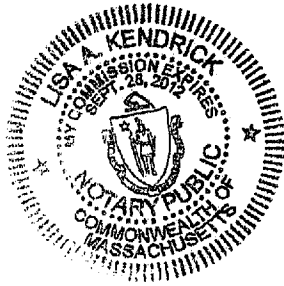
DYNAMICS RESEARCH CORPORATION

By: _____

Name:

Title:

Its duly authorized officer



[Signature Page to Security Agreement (Trademarks)]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and delivered under their seals as of the date first above written.

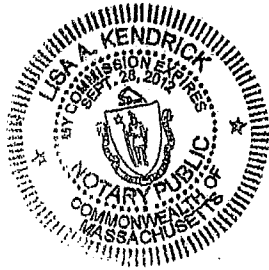
METRIGRAPHICS, LLC

Lisa A. Kendrick
my comm. exp. 9/28/12
Notary Public

By:

James Corcoran
Name: James Corcoran
Title: Manager
Its duly authorized officer

DYNAMICS RESEARCH CORPORATION



By:

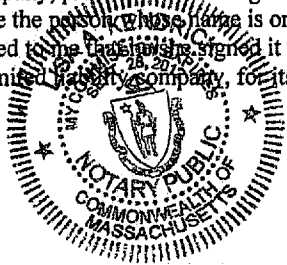
David Kelenetz
Name: DAVID KELENETZ
Title: SR VP AND CHIEF FINANCIAL OFFICER
Its duly authorized officer

[Signature Page to Security Agreement (Trademarks)]

COMMONWEALTH OF MASSACHUSETTS

Norfolk County, ss.

On this 19th day of July 2010, before me, the undersigned notary public, personally appeared James Corscadden, as Manager of METRIGRAPHICS, LLC, a Delaware limited liability company, proved to me through satisfactory evidence of identification which was his/her driver's license, to be the person whose name is on the foregoing Security Agreement (Trademarks), and acknowledged to me that he signed it voluntarily, for and on behalf of METRIGRAPHICS, LLC, a Delaware limited liability company, for its stated purpose.



Lisa O. Kerdrick
Notary Public
My commission expires: 9/28/12
[AFFIX NOTARIAL SEAL]

COMMONWEALTH OF MASSACHUSETTS

_____ County, ss.

On this ___ day of _____, before me, the undersigned notary public, personally appeared _____, as _____ of DYNAMICS RESEARCH CORPORATION, a Massachusetts corporation, proved to me through satisfactory evidence of identification which was his/her driver's license, to be the person whose name is on the foregoing Security Agreement (Trademarks), and acknowledged to me that he/she signed it voluntarily, for and on behalf of DYNAMICS RESEARCH CORPORATION, a Massachusetts corporation, for its stated purpose.

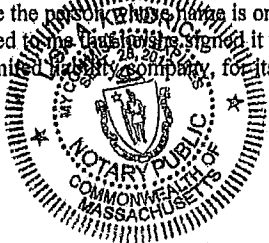
Notary Public
My commission expires: _____
[AFFIX NOTARIAL SEAL]

[Signature Page to Security Agreement (Trademarks)]

COMMONWEALTH OF MASSACHUSETTS

Norfolk County, ss.

On this 19th day of July 2010, before me, the undersigned notary public, personally appeared James Corscadden, as Manager of METRIGRAPHICS, LLC, a Delaware limited liability company, proved to me through satisfactory evidence of identification which was his/her driver's license, to be the person whose name is on the foregoing Security Agreement (Trademarks), and acknowledged to me that he/she signed it voluntarily, for and on behalf of METRIGRAPHICS, LLC, a Delaware limited liability company, for its stated purpose.



Lisa A. Gerbriel
Notary Public
My commission expires: 9/28/12
[AFFIX NOTARIAL SEAL]

COMMONWEALTH OF MASSACHUSETTS

Essex
~~Herk~~ County, ss.

On this 20th day of July 2010, before me, the undersigned notary public, personally appeared David Ketcher, as VP & CFO of DYNAMICS RESEARCH CORPORATION, a Massachusetts corporation, proved to me through satisfactory evidence of identification which was his/her driver's license, to be the person whose name is on the foregoing Security Agreement (Trademarks), and acknowledged to me that he/she signed it voluntarily, for and on behalf of DYNAMICS RESEARCH CORPORATION, a Massachusetts corporation, for its stated purpose.

Sheila A. Clines
Notary Public
My commission expires:
[AFFIX NOTARIAL SEAL]

Sheila A. Clines
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires
March 30, 2012

[Signature Page to Security Agreement (Trademarks)]

SECURITY AGREEMENT (TRADEMARKS)

by and between

METRIGRAPHICS, LLC, a Delaware limited liability company
(the "**Borrower**")

and

DYNAMICS RESEARCH CORPORATION, a Massachusetts corporation
(the "**Lender**")

List of U.S. Registered Trademarks (and Applications therefor)

Schedule 1

The following trademark registered with the United States Patent and Trademark Office,
is owned by the Borrower:

<u>Trademark</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Date of Registration</u>
METRIGRAPHICS	73/155046	1102346	9/12/1978