

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Doe & Ingalls of Massachusetts Operating LLC		08/10/2010	LIMITED LIABILITY COMPANY: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Fifth Third Bank		
Street Address:	2501 Blue Ridge Road, Suite 100		
City:	Raleigh		
State/Country:	NORTH CAROLINA		
Postal Code:	27607		
Entity Type:	Banking Corporation: OHIO		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3231578	D&I CHEMICALS	
Registration Number:	3210707	DOE & INGALLS	
Registration Number:	3183319	DOE & INGALLS	
CORRESPONDENCE DATA			
Fax Number:	(704)353-3698		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	704 331 5792		
Email:	donna.millard@klgates.com		
Correspondent Name:	Karl S. Sawyer, Jr.		
Address Line 1:	214 N Tryon St, Hearst Tower 47th Floor		
Address Line 2:	K & L Gates LLP		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	2851187.00002FIFTHTHIRDBA		

OP \$90.00 3231578

900169046

**TRADEMARK
 REEL: 004257 FRAME: 0811**

NAME OF SUBMITTER:	Karl S. Sawyer, Jr.
Signature:	/ Karl S. Sawyer, Jr. /
Date:	08/10/2010
Total Attachments: 6 source=D&I Mass Operating TM Security Agmt#page1.tif source=D&I Mass Operating TM Security Agmt#page2.tif source=D&I Mass Operating TM Security Agmt#page3.tif source=D&I Mass Operating TM Security Agmt#page4.tif source=D&I Mass Operating TM Security Agmt#page5.tif source=D&I Mass Operating TM Security Agmt#page6.tif	

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of August 10, 2010 by and between DOE & INGALLS OF MASSACHUSETTS OPERATING LLC, a North Carolina limited liability company (the "Grantor"), having its chief executive office at 2520 Meridian Parkway, Suite 500 Durham, North Carolina 27713 and FIFTH THIRD BANK, an Ohio banking corporation, as Administrative Agent (the "Administrative Agent"), with offices at 2501 Blue Ridge Road, Suite 100, Raleigh, North Carolina 27607 for the ratable benefit of the banks and other financial institutions (the "Lenders") from time to time parties to the Credit Agreement, dated as of the date hereof, by and among Doe & Ingalls Management, LLC, a Delaware limited liability company ("D&I Management"), the Lenders and the Administrative Agent (as amended, restated, supplemented or otherwise modified, the "Credit Agreement").

This Agreement is executed pursuant to the terms of a Collateral Agreement dated as of the date hereof by and among D&I Management and certain of its Subsidiaries (as such term is defined in the Credit Agreement) in favor of the Administrative Agent for the ratable benefit of the Secured Parties (as amended, restated, supplemented or otherwise modified, the "Collateral Agreement"). Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Collateral Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants, pledges and collaterally assigns to the Administrative Agent, a 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) each Trademark, Trademark registration and Trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application of the Grantor, including, without limitation, each Trademark, Trademark registration and Trademark application described on Schedule A;
- (ii) each Trademark License, including, without limitation, each Trademark License described on Schedule B;
- (iii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any Trademark or Trademark registration, including, without limitation, any Trademark or Trademark registration described on Schedule A or under any Trademark licensed under any Trademark License, including, without limitation, any Trademark License described on Schedule B, (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark License or (c) breach or enforcement of any Trademark License; and
- (iv) all products and proceeds of the foregoing.

The rights and remedies of the Administrative Agent with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event

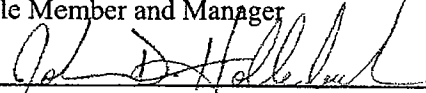
Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

[SIGNATURE PAGES FOLLOW]

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

DOE & INGALLS OF MASSACHUSETTS
OPERATING LLC, as Grantor

By: DOE & INGALLS MANAGEMENT, LLC,
Its sole Member and Manager

By: 

Name: John D. Hollenbach

Title: CEO, President and Manager

ACKNOWLEDGMENT

STATE OF NORTH CAROLINA

STATE OF NORTH CAROLINA
COUNTY OF Durham

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document:

John D. Hollenbach

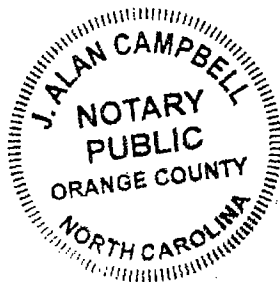
Date: 8/5/2010


Notary Public

Print Name: J. Alan Campbell

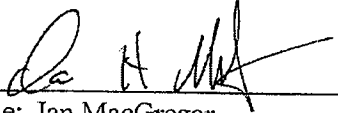
My commission expires: 7/15/2013

[Official Seal]



Agreed and Accepted as of the date first written above.

FIFTH THIRD BANK,
as Administrative Agent

By: 
Name: Ian MacGregor
Title: Vice President

Schedule A to Trademark Security Agreement

TRADEMARKS

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date Allowed</u>
D&I Chemicals	3231578	April 17, 2007
Doe & Ingalls	3210707	February 20, 2007
Doe & Ingalls	3183319	December 12, 2006

Schedule B to Trademark Security Agreement

TRADEMARK LICENSES

None.