

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
City National Bank		08/27/2010	a national banking association: UNITED STATES
RECEIVING PARTY DATA			
Name:	SM&A		
Street Address:	4695 MacArthur Court		
Internal Address:	8th Floor		
City:	Newport Beach		
State/Country:	CALIFORNIA		
Postal Code:	92660		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2132238	QUICKSTART	
Registration Number:	2394627	SM&A	
Registration Number:	3092703	SM&A	
Registration Number:	2839539	SM&A SUCCESS MAKERS	
CORRESPONDENCE DATA			
Fax Number:	(404)420-9546		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404-572-6945		
Email:	gretchen.vondwingelo@bryancave.com		
Correspondent Name:	Gretchen von Dwingelo		
Address Line 1:	1201 West Peachtree Street, NW		
Address Line 2:	14th Floor		
Address Line 4:	Atlanta, GEORGIA 30309-3488		
ATTORNEY DOCKET NUMBER:	C026936.0312582		

CH \$115.00 2132238

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TRADEMARK
REEL: 004268 FRAME: 0934

NAME OF SUBMITTER:	Gretchen von Dwingelo
Signature:	/Gretchen von Dwingelo/
Date:	08/27/2010
Total Attachments: 4 source=TrademarkRelease#page1.tif source=TrademarkRelease#page2.tif source=TrademarkRelease#page3.tif source=TrademarkRelease#page4.tif	

**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

TERMINATION AND RELEASE, dated as of August 27, 2010, from CITY NATIONAL BANK, a national banking association (the "Secured Party") to SM&A, a Delaware corporation (the "Pledgor").

WITNESSETH:

WHEREAS, a security interest (the "Security Interest") in certain Collateral (as hereinafter defined) was granted to the Secured Party under that Amended and Restated Copyright Security Agreement, dated as of January 31, 2009 between the Pledgor and the Secured Party (the "Financing Agreement"),

WHEREAS, a security interest (the "Security Interest") in certain Collateral (as hereinafter defined) was granted by the Pledgor to the Secured Party under that certain Trademark Security Agreement, dated as of December 29, 2008 between the Pledgor and the Secured Party (the "Security Agreement"), which Security Interest was recorded in the Trademark Division of the United States Patent & Trademark Office (the "USPTO") on December 31, 2008 in 003912, Frame 0187;

WHEREAS, the Secured Party now desires to terminate and release the entirety of its Security Interest in the Collateral.

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Collateral, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Secured Party hereby agrees as follows:

1. Collateral. The term "Collateral," as used herein, shall mean all of the Pledgor's right, title and interest of every kind and nature in and to the United States trademarks and service marks set forth on Schedule A attached hereto, which trademarks are registered in the USPTO (the "Trademarks"), together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof.

2. Release. The Secured Party hereby terminates and releases in its entirety the Security Interest in the Collateral.

3. Recordation. The Secured Party hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States to record this release of the Security Interest in the Collateral.

4. Further Assurance. The Secured Party hereby agrees to, at the sole expense of the Pledgor, duly execute, acknowledge, procure and deliver any further documents, including, but not limited to, those documents necessary under Article 9 of the Uniform Commercial Code or other applicable law, and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

5. Modification. This Termination and Release may not be modified, nor may any provision hereof be waived, orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors and assigns.

[Signature Page Follows]

CITY NATIONAL BANK, a national banking association, as Secured Party

By: Garen Papazyan
Name: Garen Papazyan
Title: Vice President

STATE OF CALIFORNIA §
COUNTY OF Los Angeles §
§

On August 26, 2010, before Lisa Michelle Sandoval, a notary public in and for said State, personally appeared Garen Papazyan, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

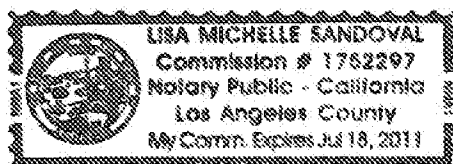
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature: Lisa Michelle Sandoval

My Commission Expires on: 7/18/11

(Seal)



SCHEDULE A

Mark	Reg. No.	Reg. Date	Serial No.	Filing Date	Status
QUICKSTART	2,132,238	1/27/1998	75/208,816	12/5/1996	Registered
SM&A	2,394,627	10/17/2000	75/475,495	4/27/1998	Registered
	3,092,703	5/16/2006	78/597,654	3/29/2005	Registered
	2,839,539	5/11/2004	76/426,524	7/1/2002	Registered

Termination and Release of Security Interest in Trademarks