

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SM&A		08/27/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	U.S. Bank National Association
Street Address:	461 5th Avenue
Internal Address:	7th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	national association: UNITED STATES

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3092385	IFOUR
Registration Number:	3092386	IFOUR INTELLIGENCE INSIGHT INNOVATION INTEGRITY
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
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 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

TRADEMARK

900170481

REEL: 004269 FRAME: 0177

CH \$165.00 3092385

ATTORNEY DOCKET NUMBER:	026936.0312582
NAME OF SUBMITTER:	Gretchen von Dwingelo
Signature:	/Gretchen von Dwingelo/
Date:	08/29/2010
Total Attachments: 5 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of August 27, 2010 (this "Agreement"), among SM&A, a Delaware corporation (the "Grantor"), and U.S. Bank National Association, as Administrative Agent (in such capacity, the "Administrative Agent").

Reference is made to (a) the Credit Agreement, dated as of August 27, 2010 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among SM&A (the "Borrower"), the Guarantors party thereto, the Lenders party thereto and the Administrative Agent, and (b) the Pledge and Security Agreement, dated as of August 27, 2010 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Borrower, the Guarantors party thereto (including the Grantor) and the Administrative Agent.

The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement, the Guarantors (including the Grantor) guaranteed the obligations of the Borrower pursuant to the Credit Agreement and the Borrower and the Guarantors (including the Grantor) secured their obligations pursuant to the Security Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Guarantors (including the Grantor) are subsidiaries or affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement. The rules of interpretation specified in Sections 1.3 and 1.4 of the Credit Agreement shall be applicable to this Agreement.

2. Grant of Security Interest. As security for the payment or performance, as applicable, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does bargain, sell, convey, assign, set over, mortgage, pledge, hypothecate and transfer to the Administrative Agent (and its successors and assigns), for the ratable benefit of the Secured Parties, and hereby grants to the Administrative Agent (and its successors and assigns), for the ratable benefit of the Secured Parties, a security interest in, all right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, uniform resource locations (URL's), domain names, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, in each case listed on Schedule I hereto, all registrations and recordings thereof and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States

Patent and Trademark Office and all reissues, continuations, extensions and renewals thereof and amendments thereto (the "Trademarks");

- (b) all goodwill associated with or symbolized by the Trademarks;
- (c) all assets, rights and interests that uniquely reflect or embody such goodwill; and
- (d) all proceeds thereof, including all income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto.

3. Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Agreement.

5. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

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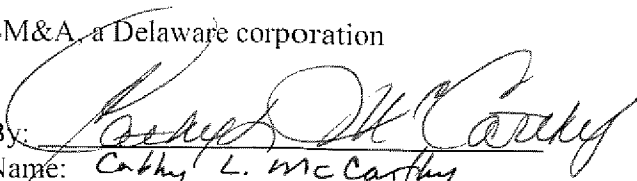
IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the day and year first above written.

SM&A, a Delaware corporation

By:

Name:

Title:

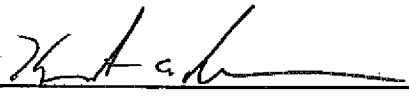

Cathy L. McCarthy

President and CEO

SM&A Trademark Security Agreement

TRADEMARK
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U.S. BANK NATIONAL ASSOCIATION
as Administrative Agent




By: 
Name: Kurt A. Swanson
Title: Senior Vice President,
Leveraged Finance

SM&A Trademark Security Agreement

TRADEMARK
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SCHEDULE I

TRADEMARKS

Mark	Reg. No.	Reg. Date	Serial No.	Filing Date	Status
ifour	3,092,385	5/16/2006	78/495,489	10/6/2004	Registered
	3,092,386	5/16/2006	78/495,519	10/6/2004	Registered
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

SM&A Trademark Security Agreement