

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	CHANGE OF NAME		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Acquisition Solutions, Inc.		09/01/2010	CORPORATION: VIRGINIA
RECEIVING PARTY DATA			
Name:	ASI Government, Inc.		
Street Address:	1655 N Fort Myer Drive		
City:	Arlington		
State/Country:	VIRGINIA		
Postal Code:	22209		
Entity Type:	CORPORATION: VIRGINIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2939057	ACQUISITION DIRECTIONS	
Registration Number:	2990848	ACQUISITION SOLUTIONS TRAINING INSTITUTE	
Registration Number:	3012451	ACQUISITION SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	(312)558-5700		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3125586352		
Email:	lkonrath@winston.com		
Correspondent Name:	Laura Konrath		
Address Line 1:	35 West Wacker Drive		
Address Line 2:	Winston & Strawn LLP		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	10644-19		
NAME OF SUBMITTER:	Laura Konrath		

CH \$90.00 2939057

900177795

**TRADEMARK
 REEL: 004424 FRAME: 0215**

Signature:	/Laura Konrath/
Date:	12/02/2010
<p>Total Attachments: 31</p> <p>source=ASI name change#page1.tif source=ASI name change#page2.tif source=ASI name change#page3.tif source=ASI name change#page4.tif source=ASI name change#page5.tif source=ASI name change#page6.tif source=ASI name change#page7.tif source=ASI name change#page8.tif source=ASI name change#page9.tif source=ASI name change#page10.tif source=ASI name change#page11.tif source=ASI name change#page12.tif source=ASI name change#page13.tif source=ASI name change#page14.tif source=ASI name change#page15.tif source=ASI name change#page16.tif source=ASI name change#page17.tif source=ASI name change#page18.tif source=ASI name change#page19.tif source=ASI name change#page20.tif source=ASI name change#page21.tif source=ASI name change#page22.tif source=ASI name change#page23.tif source=ASI name change#page24.tif source=ASI name change#page25.tif source=ASI name change#page26.tif source=ASI name change#page27.tif source=ASI name change#page28.tif source=ASI name change#page29.tif source=ASI name change#page30.tif source=ASI name change#page31.tif</p>	



SCC710N
(07/07)

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

ARTICLES OF AMENDMENT

CHANGING THE NAME OF A VIRGINIA STOCK CORPORATION
By Unanimous Consent of the Shareholders

The undersigned, on behalf of the corporation set forth below, pursuant to § 13.1-710 of the Code of Virginia, states as follows:

1. The current name of the corporation is

Acquisition Solutions, Inc.

2. The name of the corporation is changed to

ASI Government, Inc.

3. The foregoing amendment was adopted by unanimous consent of the shareholders on

September 1, 2010
(date)

Executed in the name of the corporation by:

(signature)

Anne Reed
(printed name)

(telephone number (optional))

9/1/2010
(date)

President and CEO
(corporate title)

0528700-8
(corporation's SCC corporate ID no.)

(The execution must be by the chairman or any vice-chairman of the board of directors, the president, or any other of its officers authorized to act on behalf of the corporation.)

PRIVACY ADVISORY: Information such as social security number, date of birth, maiden name, or financial institution account numbers is NOT required to be included in business entity documents filed with the Office of the Clerk of the Commission. Any information provided on these documents is subject to public viewing.

SEE INSTRUCTIONS ON THE REVERSE

**ARTICLES OF AMENDMENT
TO THE
ARTICLES OF INCORPORATION
OF
ACQUISITION SOLUTIONS, INC.**

Pursuant to Sections 13.1-705, 707, an 710 of the Code of Virginia, the undersigned Virginia stock corporation, by its duly authorized President, adopts and submits for filing with the Virginia State Corporation Commission the following Articles of Amendment of its Articles of Incorporation:

**ARTICLE I
NAME**

The name of the Corporation is Acquisition Solutions, Inc.

**ARTICLE II
AMENDMENT**

Article I of the Corporation's current Articles of Incorporation is replaced in its entirety and amended to state:

**"ARTICLE I
NAME**

The name of the Corporation is ASI Government, Inc."

**ARTICLE III
DATE OF ADOPTION**

The foregoing amendment was adopted on September 1, 2010.

**ARTICLE IV
SUBMISSION TO SHAREHOLDERS**

The foregoing amendment was proposed by the Board of Directors and submitted to the Shareholders in accordance with Chapter 9 of Title 13.1 of the Code of Virginia.

**ARTICLE V
UNANIMOUS SHAREHOLDER APPROVAL**

The foregoing amendment was adopted by unanimous consent of the Shareholders.

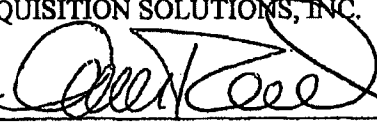
[signature page follows]

1009020306

1009020306

The undersigned President of the Corporation declares that the facts stated herein are true as of September 1, 2010.

ACQUISITION SOLUTIONS, INC.

By: 

Name:

Title:

CHI:2338732.1

1009020306

1009020306

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

AT RICHMOND, SEPTEMBER 2, 2010

The State Corporation Commission has found the accompanying articles submitted on behalf of
ASI Government, Inc. (formerly Acquisition Solutions, Inc.)

to comply with the requirements of law, and confirms payment of all required fees. Therefore, it
is ORDERED that this

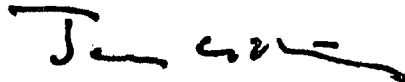
CERTIFICATE OF AMENDMENT

be issued and admitted to record with the articles of amendment in the Office of the Clerk of the
Commission, effective September 2, 2010.

The corporation is granted the authority conferred on it by law in accordance with the articles,
subject to the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION

By



James C. Dimitri
Commissioner

10-09-01-1208
AMENACPT
CIS0368

CISDJD

1 27 CISM3155

CIS
OLD NAME INQUIRY

11/03/10

15:17:36

CORP ID: 0528700 - 8 CORP STATUS: 00 ACTIVE
CORP NAME: ASI Government, Inc. _____

OLD NAME:
ACQUISITION SOLUTIONS, INC.

DATE OF NAME CHANGE:
09/02/10

COMMAND:
4A0 06,016

ARTICLES OF MERGER

MERGING

ASI ACQUISITION CO.
(a Virginia corporation)

0691329-7

INTO

ACQUISITION SOLUTIONS, INC.
(a Virginia corporation)

0528700-8

Pursuant to the provisions of Section 13.1-720 of the Code of Virginia (1950), as amended (the "Code") the undersigned corporations, ASI Acquisition Co. (the "Merged Corporation"), a Virginia corporation, and Acquisition Solutions, Inc. (the "Surviving Corporation"), a Virginia corporation, which is the surviving corporation in the merger described herein, do hereby certify as follows:

FIRST: The Merged Corporation shall be merged with and into the Surviving Corporation, with the Surviving Corporation being the surviving corporation, in accordance with the terms and conditions set forth in the Plan of Merger (the "Plan of Merger") attached hereto as Exhibit A and made a part hereof by reference.

SECOND: (A) The Plan of Merger was approved by unanimous written consent in lieu of a special meeting of the Board of Directors of the Surviving Corporation dated March 14, 2008.

(B) The Plan of Merger was approved by unanimous written consent in lieu of a special meeting of the shareholders of the Surviving Corporation, effective March 14, 2008.

THIRD: (A) The Plan of Merger was unanimously approved by unanimous written consent in lieu of a special meeting of the Board of Directors of the Merged Corporation dated March 14, 2008.

(B) The Plan of Merger was approved by written consent of the sole shareholder of the Merged Corporation dated March 14, 2008.


FOURTH: The effective time of the aforesaid merger for all purposes and in all respects shall be as of the Effective Time, as defined in the Plan of Merger.

TRADEMARK

REEL: 004424 FRAME: 0222

The undersigned duly authorized officers of each of the Surviving Corporation and the Merged Corporation declare that the facts herein stated are true as of March 14, 2008.

ACQUISITION SOLUTIONS, INC., a
Virginia corporation

By: 
Name: Anne Reed
Title: President

ASI ACQUISITION CO., a Virginia
corporation

By: _____
Name:
Title:

The undersigned duly authorized officers of each of the Surviving Corporation and the Merged Corporation declare that the facts herein stated are true as of March 14, 2008.

ACQUISITION SOLUTIONS, INC., a
Virginia corporation

By: _____
Name: Anne Reed
Title: President

ASI ACQUISITION CO., a Virginia
corporation

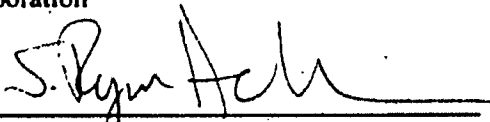
By: 
Name: Ryan Heckman
Title: President and Treasurer

EXHIBIT A

PLAN OF MERGER

THIS PLAN OF MERGER between ASI Acquisition Co., a Virginia corporation (hereinafter called "Acquisition Co."), and Acquisition Solutions, Inc., a Virginia corporation (hereinafter called "ASI" or the "Surviving Corporation"; Acquisition Co. and ASI being hereinafter sometimes collectively called the "Constituent Corporations"), is dated March 14, 2008.

ARTICLE I

Merger

At the Effective Time (as hereafter defined), Acquisition Co. shall be merged with and into ASI (the "Merger"), with ASI being the surviving corporation. Subject to the terms and conditions herein provided, the Articles of Merger, which shall be prepared in accordance with this Plan of Merger and in accordance with the provisions of the Virginia Stock Corporation Act, as amended (the "Act"), shall be executed and filed with the State Corporation Commission of the Commonwealth of Virginia. Upon the effectiveness of the Merger, the corporate existence of ASI shall continue unaffected and unimpaired, and as the surviving corporation of the Merger, ASI shall continue to be a corporation governed by the laws of the Commonwealth of Virginia.

ARTICLE II

Effective Time of Merger

The Merger shall become effective upon the issuance of a certificate of merger with respect to the Merger described herein by the State Corporation Commission of Virginia (the "Effective Time").

ARTICLE III

Articles of Incorporation

The Articles of Incorporation of ASI in effect immediately prior to the Effective Time, shall become the Articles of Incorporation of the Surviving Corporation and shall be, by virtue of the Merger, and effective at the Effective Time, automatically amended and restated on the terms set forth in Amended and Restated Articles of Incorporation of the Surviving Corporation, attached hereto as Schedule I.

ARTICLE IV

Bylaws

The Bylaws of ASI in effect immediately prior to the Effective Time shall be by virtue of the Merger and effective at the Effective Time, automatically amended and restated to read as the bylaws of Acquisition Co. immediately prior to the Effective Time and, as so amended and restated, such Bylaws shall be the Bylaws of the Surviving Corporation.

ARTICLE V

Board of Directors

The directors of the Surviving Corporation from and after the Effective Time shall be: David Kessenich, Ryan Heckman, Robert Martin, Anne Reed and Ann Costello, each of such directors to serve until the 2009 annual meeting of the shareholders of the Surviving Corporation, and until his or her respective successor is duly elected or appointed and qualified.

ARTICLE VI

Manner of Converting Shares

1. The manner of converting or canceling the Acquisition Co. Common Stock shall be as follows: each share of common stock, par value \$0.01 per share of Acquisition Co. ("Acquisition Co. Common Stock"), issued and outstanding immediately prior to the Effective Time shall be converted into and become one share of common stock of the Surviving Corporation with the same rights, powers and privileges as the shares so converted and shall constitute the only outstanding shares of capital stock of the Surviving Corporation.

2. The manner of converting or canceling the ASI Common Stock shall be as follows: each share of common stock, no par value of ASI (collectively, "ASI Common Stock") issued and outstanding immediately prior to the Effective Time shall be converted into the right to receive, upon surrender of a share certificate formerly representing such share in the manner required by the Surviving Corporation, an amount (the "Per Share Consideration") equal to:

(i) \$43,325,000;

(ii) plus the amount, if any, by which ASI's cash as of the close of business on the closing date of the merger transactions exceeds \$250,000 or minus the amount, if any, by which such cash is less than \$250,000;

(iii) minus an amount equal to the Indebtedness;

TRADEMARK

REEL: 004424 FRAME: 0226

(iv) minus an amount necessary to pay the Selling Expenses not paid prior to the closing;

divided by, at the Effective Time, the sum of (i) the number of common shares of ASI issued and outstanding and (ii) the number of common shares of ASI that would be issued assuming all Options (as defined below) were exercised.

At the Effective Time, those shareholders of ASI listed on Schedule 2 attached hereto will be entitled to receive the Per Share Consideration in the form of an aggregate of 158,327.85 shares of common stock of Acquisition Solutions Holdings, Inc., a Delaware corporation ("Holdings"), \$0.001 par value per share, and an aggregate of 158,327.85 shares of preferred stock of Holdings, \$0.001 par value per share for each share listed on Schedule 2. All of the remaining shares of ASI will be converted into the right to receive the Per Share Consideration in cash.

ARTICLE VII

Options

Each outstanding option to purchase shares of ASI's common stock (each, an "Option"), to the extent outstanding and unexercised as of the Effective Time, shall be cancelled and extinguished and shall entitle the holder thereof, in consideration of the cancellation and extinguishment therefor, to a payment (less applicable withholding taxes) estimated in good faith by ASI to be equal in value to the amount such holder would receive if he, she or it exercised such options and received his, her or its proportionate share of the merger consideration (the "Cash-Out Payment").

At the Effective Time, those holders of Options listed on Schedule 3 attached hereto will be entitled to receive the Cash-Out Payment in the form of shares of common stock of Holdings, \$0.001 par value per share and shares of preferred stock of Holdings, \$0.001 par value per share in such amounts as listed on Schedule 3. All of the remaining Options will be converted into the right to receive the Cash-Out Payment in cash.

ARTICLE VIII

Definitions

"GAAP" means generally accepted accounting principles.

"Governmental Entity" means any local, state, federal or foreign court, government or governmental department, commission, instrumentality, board, agency or authority.

"Indebtedness" means, with respect to ASI, (i) all indebtedness for borrowed money; (ii) all notes payable and drafts accepted representing extensions of credit whether or not representing obligations for borrowed money (including without limitation, letters of credit and performance bonds); (iii) all guaranties by ASI of indebtedness of any Person or for borrowed money; (iv) all indebtedness secured by any Lien on any property or

asset owned or held by ASI regardless of whether the indebtedness secured thereby shall have been assumed by ASI or is nonrecourse to the credit of ASI; (v) that portion of obligations with respect to any capital leases that are properly classified as a liability on a balance sheet in conformity with GAAP; and (vi) all accounts payable that as of the closing date of the merger transaction have been outstanding for more than ninety (90) days.

"Lien" means any lien, security interest, charge or encumbrance of any kind.

"Person" means any individual, corporation, partnership, limited liability company, joint venture, association, trust, unincorporated organization or other legal entity or Governmental Entity.

"Selling Expenses" means (i) the attorneys' fees, accountants fees, investment banking fees, an estimated amount of fees for the preparation of certain tax returns, consent fees, change of control or severance payments and loan prepayment fees incurred by ASI, certain shareholders of ASI, or Anne Reed, Gregory Dunn, Gregory Garrett, and Anne Gerrety in connection with the transactions in connection with the Merger and (ii) the premium cost to purchase a "tail" policy under ASI's policy of directors' and officers' liability insurance (as of the Effective Time) insuring ASI's directors and officers with respect to matters existing or occurring at or prior to the Effective Time.

ARTICLE IX

Rights and Obligations

At the Effective Time, the effect of the Merger shall be as provided in the applicable provisions of the Act. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, except as otherwise provided herein, all the property, assets, rights, privileges, powers and franchises of ASI and Acquisition Co. shall vest in the Surviving Corporation, and all debts, liabilities, duties and obligations of ASI and Acquisition Co. shall become the debts, liabilities, duties and obligations of the Surviving Corporation.

ARTICLE X

Titles

The titles of the Articles of this Plan of Merger are inserted for convenience of reference and shall not affect the meaning of the terms hereof.

ARTICLE XI

Abandonment of Merger

Notwithstanding the approval of this Plan of Merger by the shareholders of the Constituent Corporations, this Plan of Merger may be terminated and the Merger abandoned at any time prior to the Effective Time in the manner and upon the conditions set forth in the Agreement.

ARTICLE XII

Amendments

Prior to the Effective Time, the Board of Directors of the Constituent Corporations may amend this Plan of Merger, except that any amendment made subsequent to the adoption of this Plan of Merger by the shareholders of the Constituent Corporations shall not:

(a) alter or change the amount or kind of shares, securities, eligible interests, obligations, rights to acquire shares, other securities or eligible interests, cash or other property to be received under this Plan of Merger by the shareholders of either of the Constituent Corporations;

(b) alter or change any of the terms and conditions of this Plan of Merger if such alteration or change would adversely affect the shareholders of either of the Constituent Corporations; or

(c) alter or change any term of the Articles of Incorporation of the Surviving Corporation except for changes permitted by Section 13.1-706 of the Act.

[signature page follows]

IN WITNESS WHEREOF, each of the Constituent Corporations has caused this Plan of Merger to be signed by an officer thereunto duly authorized in accordance with the Act as of the day and year first above written.

ACQUISITION SOLUTIONS, INC., a
Virginia corporation

By: 

Name: Anne Reed

Title: President

ASI ACQUISITION CO., a Virginia
corporation

By: _____

Name:

Title:

TRADEMARK


REEL: 004424 FRAME: 0230

IN WITNESS WHEREOF, each of the Constituent Corporations has caused this Plan of Merger to be signed by an officer thereunto duly authorized in accordance with the Act as of the day and year first above written.

ACQUISITION SOLUTIONS, INC., a
Virginia corporation

By: _____
Name: Anne Reed
Title: President

ASI ACQUISITION CO., a Virginia
corporation

By:  _____
Name: Ryan Heckman
Title: President and Treasurer

SCHEDULE 1

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
ACQUISITION SOLUTIONS, INC.**

TRADEMARK

REEL: 004424 FRAME: 0232

**AMENDED AND RESTATED ARTICLES OF INCORPORATION OF
ACQUISITION SOLUTIONS, INC.**

I.

The name of the corporation is Acquisition Solutions, Inc. (the "Corporation").

II.

The purpose for which the Corporation is formed is to transact any or all lawful business, not required to be specifically stated in these Articles, for which corporations may be incorporated under the Virginia Stock Corporation Act, as amended from time to time.

III.

The number of shares of common stock which the Corporation shall have authority to issue shall be one thousand (1,000) shares, \$0.01 par value per share. Except as may be provided in any written agreement entered into by the Corporation with any such holder or holders of shares, no holder of shares of any class of the Corporation shall have any preemptive or preferential right to purchase or subscribe to (i) any shares of any class of the Corporation, whether now or hereafter authorized; (ii) any warrants, rights or options to purchase any such shares; or (iii) any securities or obligations convertible into any such shares or into warrants, rights or options to purchase any such shares.

IV.

I. In this Article:

"applicant" means the person seeking indemnification pursuant to this Article.

"expenses" includes counsel fees.

"liability" means the obligation to pay a judgment, settlement, penalty, fine, including any excise tax assessed with respect to an employee benefit plan, or reasonable expenses incurred with respect to a proceeding.

"party" includes an individual who was, is or is threatened to be, made a named defendant or respondent in a proceeding.

"proceeding" means any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal.

2. In any proceeding brought by or in the right of the Corporation or brought by or on behalf of shareholders of the Corporation, no director or officer of the Corporation shall be liable to the Corporation or its shareholders for monetary damages with respect to any transaction, occurrence or course of conduct, whether before or after the effective date of this Article, except for liability resulting from that person's having engaged in willful misconduct or a knowing violation of the criminal law or any federal or state securities law.

3. The Corporation shall indemnify (i) any person who was or is a party to any proceeding, including a proceeding brought by a shareholder in the right of the Corporation or brought by or on behalf of shareholders of the Corporation, by reason of the fact that the person is or was a director or officer of the Corporation, or (ii) any director or officer who is or was serving at the request of the Corporation as a director, trustee, partner or officer of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against any liability incurred by that person in connection with the proceeding unless that person engaged in willful misconduct or a knowing violation of the criminal law. A person whose duties to the Corporation also impose duties on, or otherwise involve services by, that person to an employee benefit plan or to participants in or beneficiaries of the plan is considered to be serving the plan at the Corporation's request. The Board of Directors is hereby empowered, by a majority vote of a quorum of disinterested directors, to enter into a contract to indemnify any director or officer in respect of any proceedings arising from any act or omission, whether occurring before or after the execution of the contract.

4. No amendment or repeal of this Article shall affect the rights provided under this Article with respect to any act or omission occurring before the amendment or repeal. The Corporation shall promptly take all such actions, and make all such determinations, as shall be necessary or appropriate to comply with its obligation to make any indemnity under this Article and shall promptly pay or reimburse all reasonable expenses, including attorneys' fees, incurred by any such director, officer, employee or agent in connection with such actions and determinations or proceedings of any kind arising therefrom.

5. The termination of any proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent, shall not of itself create a presumption that the applicant did not meet the standard of conduct described in Section 2 or 3 of this Article.

6. Any indemnification under Section 3 of this Article (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification is proper in the circumstances because the applicant has met the standard of conduct set forth in Section 3.

The determination shall be made:

a. By the Board of Directors by a majority vote of a quorum consisting of directors not at the time parties to the proceeding;

b. If a quorum cannot be obtained under subsection a of this Section 6, by majority vote of a committee duly designated by the Board of Directors (in which designation

directors who are parties may participate), consisting solely of two or more directors not at the time parties to the proceeding;

c. By special legal counsel:

(1) Selected by the Board of Directors or its committee in the manner prescribed in subsection a or b of this Section 6, or

(2) If a quorum of the Board of Directors cannot be obtained under subsection a of this Section 6 and a committee cannot be designated under subsection b of this Section 6, selected by majority vote of the full Board of Directors, in which selection directors who are parties may participate; or

d. By the shareholders, but shares owned by or voted under the control of directors who are at the time parties to the proceeding may not be voted on the determination.

Any evaluation as to reasonableness of expenses shall be made in the same manner as the determination that indemnification is appropriate, except that if the determination is made by special legal counsel, such evaluation as to reasonableness of expenses shall be made by those entitled under subsection c of this Section 6 to select counsel.

Notwithstanding the foregoing, if the composition of a majority of the Board of Directors has changed after the date of the alleged act or omission with respect to which indemnification is claimed, any determination with respect to any claim for indemnification or advancement of expenses made pursuant to this Article shall be made by special legal counsel agreed upon by the Board of Directors and applicant. If the Board of Directors and the applicant are unable to agree upon such special legal counsel, the Board of Directors and the applicant each shall select a nominee, and the nominees shall select such special legal counsel.

7. a. The Corporation shall pay for or reimburse the reasonable expenses incurred by any applicant who is a party to a proceeding in advance of final disposition of the proceeding or the making of any determination under Section 3 if the applicant furnishes the Corporation:

(1) a written statement of the applicant's good faith belief that he or she has met the standard of conduct described in Section 3; and

(2) a written undertaking, executed personally or on the applicant's behalf, to repay the advance if it is ultimately determined that the applicant did not meet such standard of conduct.

b. The undertaking required by paragraph 2 of subsection a of this Section shall be an unlimited general obligation of the applicant but need not be secured and may be accepted without reference to financial ability to make repayment.

c. Authorizations of payments under this Section shall be made by the persons specified in Section 6.

8. The Board of Directors is hereby empowered, by majority vote of a quorum consisting of disinterested directors, to cause the Corporation to indemnify or contract to indemnify any person not specified in Section 2 or 3 of this Article who was, is or may become a party to any proceeding, by reason of the fact that the person is or was an employee or agent of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, to the same extent as if that person were specified as one to whom indemnification is granted in Section 3. The provisions of Sections 4 through 7 of this Article shall be applicable to any indemnification provided hereafter pursuant to this Section 8.

9. The Corporation may purchase and maintain insurance to indemnify it against the whole or any portion of the liability assumed by it in accordance with this Article and may also procure insurance, in such amounts as the Board of Directors may determine, on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against any liability asserted against or incurred in any such capacity or arising from the person's status as such, whether or not the Corporation would have power to indemnify that person against such liability under the provisions of this Article.

10. Every reference herein to directors, officers, employees or agents shall include former directors, officers, employees and agents and their respective heirs, executors and administrators. The indemnification hereby provided and provided hereafter pursuant to the power hereby conferred by this Article on the Board of Directors shall not be exclusive of any other rights to which any person may be entitled, including any right under policies of insurance that may be purchased and maintained by the Corporation or others, with respect to claims, issues or matters in relation to which the Corporation would not have the power to indemnify that person under the provisions of this Article. Such rights shall not prevent or restrict the power of the Corporation to make or provide for any future indemnity, or provisions for determining entitlement to indemnity, pursuant to one or more indemnification agreements, bylaws, or other arrangements (including, without limitation, creation of trust funds or security interests funded by letters of credit or other means) approved by the Board of Directors (whether or not any of the directors of the Corporation shall be a party to or beneficiary of any such agreements, bylaws or arrangements); provided, however, that any provision of such agreements, bylaws or other arrangements shall not be effective if and to the extent that it is determined to be contrary to this Article or applicable laws of the Commonwealth of Virginia.

11. Each provision of this Article shall be severable, and an adverse determination as to any such provision shall in no way affect the validity of any other provision.

V.

Unless these Articles of Incorporation provide otherwise or the Board of Directors conditions its submission of a particular matter on receipt of a greater vote or on any other basis permitted by applicable law, the vote of the holders of a majority of the outstanding shares of any series or class of stock voting as such series or class, or any series(es) and/or class(es) of stock voting together as a voting group, entitled to vote on the following matters required by applicable law to be submitted to such series(es), class(es) or voting group shall be required and sufficient for the adoption or approval thereof by such series(es), class(es) or voting group: (i) any amendment or restatement of the Articles of Incorporation of the Corporation, (ii) a plan of merger, (iii) a plan of share exchange, (iv) the sale, lease or exchange or other disposition of all or substantially all of the property of the Corporation other than in the usual and regular course of business, or (v) a proposal to dissolve the Corporation. The foregoing provisions of this Article V shall not be construed to alter or modify in any respect the voting requirements prescribed by the Virginia Stock Corporation Act which would in the absence of such provisions be applicable to the approval of any affiliated transaction (as defined in said Act) or any amendment of the Articles of Incorporation relating to the vote required for such approval.

VI.

Except as otherwise provided in the bylaws, the Board of Directors shall have the power to make, amend or repeal bylaws of the Corporation.

VII.

Except as otherwise expressly provided herein, the creation or the issuance to directors, officers or employees of the Corporation or any subsidiary of the Corporation of rights, options or warrants for the purchase of Common Stock of the Corporation, where such rights, options or warrants are not issued or to be issued to shareholders of the Corporation generally, shall not require approval by the shareholders of the Corporation.

VIII.

For so long as the Corporation is not a public corporation (as such term is defined in Section 13.1-603 of the Act, any action that may be taken at any annual or special meeting of shareholders may be taken without a meeting and without prior notice if the action is taken by shareholders who would be entitled to vote at a meeting of shareholders of outstanding shares having voting power to cast not less than the minimum number (or numbers, in the case of voting by groups) of votes that would be necessary to authorize or take the action at a meeting at which all shareholders entitled to vote thereon were present and voted. Such action shall be evidenced by one or more written consents, signed by the shareholders entitled to take such action.

SCHEDULE 2

Name of Shareholder	Number of ASI Shares to be converted into the right to receive Holdings shares	Aggregate number of shares of common stock of Holdings	Aggregate number of shares of preferred stock of Holdings
Charles H. Mather, Jr. Revocable Trust	24,905.47	47,050	47,050
Ann Costello Revocable Trust	24,905.47	47,050	47,050
Robert A. Welch Revocable Living Trust	24,905.47	47,050	47,050
Reed, Anne	7,728.31	14,599.88	14,599.88
Gaeta, John	671.62	1,268.79	1,268.79
Kaplan, William	693.00	1,309.18	1,309.18

SCHEDULE 3

Name of holder of Option	Number of Options to be converted into the right to received Holdings shares	Aggregate number of shares of common stock of Holdings	Aggregate number of shares of preferred stock of Holdings
Alfonso, Margaret	3,379	1,724.67	1,724.67
Byrd, Rosemary	1,251	551.69	551.69
Cohe, Shaw	5,731.12	3,810.00	3,810.00
Doyle, Lisa	5,829.19	3,810.00	3,810.00
Dunn, Gregory	5,829.76	4,000.00	4,000.00
Gaeta, John	9,812.00	6,350.21	6,350.21
Garrett, Gregory	3,300.25	1,905.00	1,905.00
Gerrety, Anne	10,481.34	6,667.00	6,667.00
Hopf, Richard	1,309.00	762.00	762.00
Jordan, Harold	1,716.98	952.00	952.00
Kaplan, William	4,464.00	2,209.91	2,209.91
Livingstone, Stanley	1,274.30	762.00	762.00
Long, Timothy	6,548.88	3,810.00	3,810.00
Poole, Catherine	1,099.80	762.00	762.00
Ransom, Robert	1,384.00	580.83	580.83
Redmon, Verdis	1,250.00	555.27	555.27
Reed, Anne	23,419.00	15,400.12	15,400.12
Schlich, Friedrich	1,241.00	533.46	533.46
Sweet, Andrew	4,389.83	2,667.00	2,667.00

Watson, Herbert	1,573.29	762.00	762.00
------------------------	-----------------	---------------	---------------

0528700 - 8

**COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION**

AT RICHMOND, MARCH 14, 2008

The State Corporation Commission finds the accompanying articles submitted on behalf of
Acquisition Solutions, Inc.

comply with the requirements of law and confirms payment of all required fees. Therefore, it is
ORDERED that this

CERTIFICATE OF MERGER AND RESTATEMENT

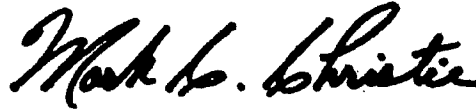
be issued and admitted to record with the articles of merger in the Office of the Clerk of the
Commission, effective March 14, 2008. Each of the following:

ASI Acquisition Co.

is merged into Acquisition Solutions, Inc., which continues to exist under the laws of VIRGINIA
with the name Acquisition Solutions, Inc., and the separate existence of each non-surviving
entity ceases.

STATE CORPORATION COMMISSION

By



Commissioner

MERGACPT
CIS0354

00 00 11 0000

TRADEMARK
REEL: 004424 FRAME: 0241

Commonwealth of Virginia



State Corporation Commission

I Certify the Following from the Records of the Commission:

The foregoing is a true copy of all documents constituting the charter of ASI Government, Inc. on file in the Clerk's Office of the Commission.

Nothing more is hereby certified.



*Signed and Sealed at Richmond on this Date:
November 4, 2010*

Joel H. Peck
Joel H. Peck, Clerk of the Commission

CIS0357

TRADEMARK
REEL: 004424 FRAME: 0242

Schedule 4.16 to Loan And Security Agreement
Patent, Trademark, Copyright and Service Marks

UNITED STATES ISSUED PATENTS

NONE

FOREIGN ISSUED PATENTS

NONE

UNITED STATES PATENT APPLICATIONS

NONE

UNITED STATES REGISTERED TRADEMARKS

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
① ACQUISITION DIRECTIONS	2,939,057	April 12, 2005
② ACQUISITION SOLUTIONS TRAINING INSTITUTE	2,990,848	September 6, 2005
③ ACQUISITION SOLUTIONS	3,012,451	November 8, 2005

COLLECTIVE MEMBERSHIP MARKS

NONE

UNREGISTERED MARKS

Debtor's hexagon symbol

Debtor's hexagon symbol with additional wording

ICOR logo

FOREIGN REGISTRATIONS AND APPLICATIONS

NONE

SERVICE MARKS

Acquisition Solutions

Acquisition Directions

Acquisition Solutions Training Institute

Acquisition Solutions Virtual Knowledge Center

Sch. 8.11-1

Virtual Acquisition Office

VAO

VAO One Stop

Hexagon Design

Hexagon design with text "Program Management Requirements & Technology
Procurement Processes Source Selection Contract Management Mission & Business
Planning Acquisition"

Acquisition Solutions Consulting Services

Acquisition Solutions Research Institute

Acquisition Solutions Strategic Sourcing

Six Disciplines of Performance-Based Management

Acquisition Solutions Research Institute Help Desk

Quick Pulse Network

Our Business is Good Government

Acquire the Advantage

UNITED STATES COPYRIGHTS

Registrations

[See attached]

Sch. 8.11-2

Title of Work	Registration No.	Registration Date
Acquisition Directions. Special report.	TX 5-835-106	2002-04-19
An introduction to acquisition directions	TX 5-677-269	2002-12-09
Acquisition Directions FY 01	TX 5-680-678	2002-12-09
Acquisition Directions FY 97	TX 5-725-828	2002-12-09
Acquisitions directions, FY 98	TX 5-803-648	2002-12-09
Acquisition Directions FY 00	TX 5-808-192	2002-12-09
Acquisition Directions FY 2002	TX 5-808-191	2003-01-28
Acquisitions Directions	TX 5-672-549	2003-02-13
Acquisitions Directions	TX 5-732-045	2003-04-18
Acquisitions Directions	TX 5-809-900	2003-08-18
Acquisitions Directions	TX 5-807-074	2003-10-31
Acquisition Directions advisory: issues & answers.	TX 5-857-592	2003-11-04
Acquisitions Directions	TX 5-874-022	2003-11-10
Acquisition Directions update, July 2003.	TX 5-877-797	2004-01-06
Acquisitions Directions	TX 5-891-802	2004-01-28
Acquisition Directions advisory: issues & answers.	TX 5-966-840	2004-04-12
Acquisitions Directions	TX 6-097-885	2004-04-23
Acquisitions Directions	TX 6-010-671	2004-07-20
Acquisitions Directions	TX 6-083-521	2004-10-27
Virtual Acquisition Office: your 21st century acquisition directions service.	TX 6-089-016	2005-01-03

Title of Work	Registration No.	Registration Date
Acquisition Solutions. Virtual Acquisition Office. Acquiring Minds Need to Know!	TX 6-149-054	2005-01-28
Acquisition Solutions. Virtual Acquisition Office. Acquiring Minds Need to Know!	TX 6-315-405	2005-02-13
Acquisition Solutions. Virtual Acquisition Office. Acquiring Minds Need to Know!	TX 6-312-879	2006-02-13
Acquisition Solutions. Virtual Acquisition Office. Acquiring Minds Need to Know!	TX 6-318-634	2006-03-10
Acquisition Solutions. Virtual Acquisition Office. Acquiring Minds Need to Know!	TX 6-333-199	2006-04-04
Acquisition Solutions. Virtual Acquisition Office. Acquiring Minds Need to Know!	TX 6-422-240	2006-09-04
Acquisition Solutions. Virtual Acquisition Office. Acquiring Minds Need to Know!	TX 6-488-287	2006-12-15
Acquisition Solutions. Virtual Acquisition Office. Acquiring Minds Need to Know!	TX 6-633-240	2007-09-04
Acquisition Solutions. Virtual Acquisition Office. Acquiring Minds Need to Know!	TX 6-631-104	2007-09-07
Acquisition Solutions. Virtual Acquisition Office. Acquiring Minds Need to Know!	TX 6-644-630	2008-02-14
Acquisition Solutions. Virtual Acquisition Office. Acquiring Minds Need to Know!	TX 6-677-965	2008-05-19
Acquisition Solutions. Virtual Acquisition Office. Acquiring Minds Need to Know!	TX 6-677-964	2008-05-22
Acquisition Solutions. Virtual Acquisition Office. Acquiring Minds Need to Know!	TX 6-678-549	2008-07-10
Acquisition Directions(R) Fiscal Year 2008	TX 7-112-611	2009-10-29
Acquisition Directions(R) Fiscal Year 2007	TX 7-112-627	2009-10-29
Acquisition Directions(R) Fiscal Year 2009	TX 7-112-644	2009-10-29
Acquisition Directions (R) Fiscal Year 2010	TX 7-174-695	2010-05-05
Acquisition Directions (R) Fiscal Year 2010	TX 7-174-699	2010-05-05

Applications

NONE

Unregistered Works

NONE

Sch. 8.11-5

4833-1674-573023

RECORDED: 12/02/2010

**TRADEMARK
REEL: 004424 FRAME: 0247**