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
Scitor Corporation		02/15/2011	CORPORATION: DELAWARE
Ennovex Solutions, Inc.		02/15/2011	CORPORATION: VIRGINIA

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Collateral Agent	
Street Address:	P.O. Box 2558	
City:	Houston	
State/Country:	TEXAS	
Postal Code:	77252	
Entity Type:	National Banking Association: UNITED STATES	

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	1650040	I SCITOR CORPORATION
Registration Number:	1648751	SCITOR
Registration Number:	1719190	SCITOR
Registration Number:	3364496	ENNOVEX

CORRESPONDENCE DATA

Fax Number: (212)455-2502

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (212) 455-7976

Email: ksolomon@stblaw.com Correspondent Name: Mindy M. Lok, Esq.

Address Line 1: Simpson Thacher & Bartlett LLP

Address Line 2: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 509265/1564

TRADEMARK REEL: 004482 FRAME: 0594

900184526

NAME OF SUBMITTER:	Mindy M. Lok
Signature:	/ml/
Date:	02/18/2011
Total Attachments: 5 source=ScitorTSI#page1.tif source=ScitorTSI#page2.tif source=ScitorTSI#page3.tif source=ScitorTSI#page4.tif source=ScitorTSI#page5.tif	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "<u>Trademark Security Agreement</u>"), dated as of February 15, 2011, by Scitor Corporation, a Delaware corporation (the "<u>Borrower</u>") and Ennovex Solutions, Inc., a Virginia corporation (together with the Borrower, the "<u>Pledgors</u>"), in favor of JPMorgan Chase Bank, N.A., in its capacity as Collateral Agent pursuant to the Credit Agreement, dated as of February 15, 2011 (in such capacity, the "<u>Collateral Agent</u>").

$\underline{\mathbf{W}} \underline{\mathbf{I}} \underline{\mathbf{T}} \underline{\mathbf{N}} \underline{\mathbf{E}} \underline{\mathbf{S}} \underline{\mathbf{E}} \underline{\mathbf{T}} \underline{\mathbf{H}}$:

WHEREAS, the Pledgors are party to a Security Agreement of even date with the Credit Agreement (the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the ratable benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. <u>Defined Terms</u>. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2.

- 2.1 <u>Grant of Security Interest in Trademark Collateral</u>. Each Pledgor hereby pledges and grants to the Collateral Agent for the ratable benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor (collectively, the "<u>Trademark Collateral</u>"):
 - (a) Trademarks of such Pledgor listed on Schedule 1 attached hereto;
 - (b) all goodwill associated with such Trademarks; and
 - (c) all Proceeds of any and all of the foregoing (other than Excluded Property).
- 2.2 Excluded Property. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. <u>Security Agreement</u>. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security

Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. <u>Termination</u>. Upon the full payment and performance of the Secured Obligations, upon written request of the Borrower, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, each party has caused this Trademark Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

SCITOR CORPORATION,

as Borrower

By:

Name: Robert J. Kosinski

Title: Chief Financial Officer, Secretary and

Treasurer

ENNOVEX SOLUTIONS, INC.,

Ву:

as Pledgor

Name: Robert J. Kosinski

Title: Vice President, Secretary and Treasurer

Accepted and Agreed: JPMORGAN CHASE BANK, N.A., as Collateral Agent

By:
Name: Robert D. Bryant
Title: Vice President

SCHEDULE 1 to TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TITLE
Scitor Corporation	1,650,040	I SCITOR
		CORPORATION AND
		DESIGN
Scitor Corporation	1,648,751	SCITOR
Scitor Corporation	1,719,190	SCITOR
Ennovex Solutions, Inc.	3,364,496	ENNOVEX

Trademark Applications: NONE

RECORDED: 02/18/2011

License agreements in which any Guarantor is an exclusive licensee of any U.S. trademark application or registration: NONE