

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
Pacific Architects and Engineers Incorporated		04/04/2011	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Royal Bank of Canada, as Administrative Agent		
Street Address:	200 Bay Street		
Internal Address:	Royal Bank Plaza, 12th Floor, South Tower		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5J 2W7		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1596912	PACIFIC ARCHITECTS AND ENGINEERS INCORPORATED	
Registration Number:	1623011	PAE	
Registration Number:	2454981	PAE GOVERNMENT SERVICES, INC.	
Registration Number:	3108999	PAE GROUP	
CORRESPONDENCE DATA			
Fax Number:	(212)455-2502		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 455-2222		
Email:	ksolomon@stblaw.com		
Correspondent Name:	Marcela Robledo, 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:	080599/0089		

OP \$115.00 1596912

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:	Marcela Robledo
Signature:	/mr/
Date:	04/20/2011

Total Attachments: 7
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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of April 4, 2011 is made by Pacific Architects and Engineers Incorporated, a California corporation, located at 1525 Wilson Blvd. Suite 900, Arlington, VA 22209 (the "Grantor" or the "Borrower"), in favor of Royal Bank of Canada, located at P.O. Box 50, 200 Bay Street, Royal Bank Plaza, 12th Floor, South Tower, Toronto, Canada, M5J2W7, as Administrative Agent (the "Agent") for the Lenders (as defined below).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of April 4, 2011 among PAE Holding Corporation, a Delaware corporation ("Holdings"), the Grantor, the Agent, the lending and other financial institutions from time to time party thereto as lenders (the "Lenders") and Citizens Bank of Pennsylvania, as syndication agent (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, Holdings and certain of its subsidiaries (including the Grantor) have executed and delivered a Guarantee and Collateral Agreement, dated as of April 4, 2011, in favor of the Agent for the ratable benefit of the Secured Parties (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor granted to the Agent for the ratable benefit of the Secured Parties a security interest in all Intellectual Property, including, without limitation, the Trademarks; and

WHEREAS, pursuant to the foregoing, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Agent and Lenders to enter into the Credit Agreement and to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Grantor hereby agrees, for the ratable benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants a security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand

made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Grantor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Agent for the ratable benefit of the Secured Parties to secure payment, performance and observance of the Obligations.


SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.


PACIFIC ARCHITECTS AND ENGINEERS
INCORPORATED
as Grantor

By: 
Name: Robert Volpi
Title: Chief Financial Officer

[Trademark Agreement Signature Page]

TRADEMARK
REEL: 004525 FRAME: 0887

ROYAL BANK OF CANADA
as Agent

By: 
Name: Ann Hurley
Title: Manager, Agency

ACKNOWLEDGMENT OF GRANTOR

STATE OF)
) ss
COUNTY OF)

On the 4 day of April, 2011, before me personally came Robert Volpi, who is personally known to me to be the CFO of PACIFIC ARCHITECTS AND ENGINEERS INCORPORATED, a California corporation; who, being duly sworn, did depose and say that she/he is the CFO in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

Yelena Rabey
Notary Public VA - Fairfax
268680

(PLACE STAMP AND SEAL ABOVE)

My commission Expires 07/31/2011

ACKNOWLEDGMENT OF AGENT

CANADA)
)
PROVINCE OF ONTARIO)

On the 5th day of April, 2011, in the City of Toronto, before me personally came Ann Hurley, who is personally known to me to be the MANAGER AGENCY of ROYAL BANK OF CANADA; who, being duly sworn, did depose and say that she/he is the MANAGER AGENCY in such entity, the entity described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such entity; and that she/he acknowledged said instrument to be the free act and deed of said entity.

Sharon G. Singer
NOTARY

SCHEDULE A

U.S. Trademark Registrations and Applications

<u>Trademark</u>	<u>Registration or Serial Number</u>
PACIFIC ARCHITECTS AND ENGINEERS INCORPORATED	1,596,912
PAE	1,623,011
PAE GOVERNMENT SERVICES, INC.	2,454,981
PAE GROUP	3,108,999

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