

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
Washington Management Group, Inc.		05/11/2011	CORPORATION: DISTRICT OF COLUMBIA
FSI Holdings, Inc.		05/11/2011	CORPORATION: VIRGINIA
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, as Collateral Agent		
Street Address:	11 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	AG: SWITZERLAND		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2690478	STATE OF THE STATES	
Registration Number:	2734099	FEDERAL OUTLOOK	
Serial Number:	85261896	FEDSOURCES	
Serial Number:	85261947	FEDSOURCES A WASHINGTON MANAGEMENT GROUP COMPANY	
Serial Number:	85261997	FEDSOURCES INTELLISEARCH	
CORRESPONDENCE DATA			
Fax Number:	(866)826-5420		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	301-638-0511		
Email:	ipresearchplus@comcast.net		
Correspondent Name:	IP Research Plus, Inc.		
Address Line 1:	21 Tadcaster Circle		
Address Line 2:	attn: Penelope J.A. Agodoa		

OP \$140.00 2690478

900197182

TRADEMARK
 REEL: 004584 FRAME: 0280

Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER: 37224

NAME OF SUBMITTER: Penelope J.A. Agodoa

Signature: /pja/

Date: 07/15/2011

Total Attachments: 6
source=37224#page1.tif
source=37224#page2.tif
source=37224#page3.tif
source=37224#page4.tif
source=37224#page5.tif
source=37224#page6.tif

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Washington Management Group, Inc., a District of
Columbia corporation
FSI Holdings, Inc., a Virginia Corporation

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation- State: _____
☐ Other _____

Citizenship (see guidelines) United States

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) May 11, 2011

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes
☒ No

Name: Credit Suisse AG, as Collateral Agent

Internal _____

Address: _____

Street Address: 11 Madison Avenue

City: New York

State: New York

Country: United States Zip: 10010

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____
☒ Other AG Citizenship Switzerland

If assignee is not domiciled in the United States, a domestic
representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
PLEASE SEE ATTACHED SCHEDULE.

B. Trademark Registration No.(s)
PLEASE SEE ATTACHED SCHEDULE.

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
PLEASE SEE ATTACHED SCHEDULE.

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: IP Research Plus

Internal Address: _____

Attn: Penelope I.A. Agodoa

Street Address: _____

21 Tadcaster Circle

City: Waldorf

State: MD

Zip: 20602

Phone Number: 301-638-0511

Fax Number: 866-826-5420

Email Address: orders@ipresearchplus.com

6. Total number of applications and registrations involved:

5

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Jordana Dreyfuss
Signature

July 12, 2011

Date

Jordana Dreyfuss

Name of Person Signing

Total number of pages including cover
sheet, attachments, and document:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

SUBSIDIARY TRADEMARK SECURITY
 AGREEMENT dated as of May 11, 2011 (this “**Agreement**”),
 among THE WASHINGTON MANAGEMENT GROUP, INC., a
 corporation organized under the laws of the District of Columbia,
 FSI HOLDINGS, INC., a Virginia corporation (collectively, the
 “**Subsidiary Grantors**”) and CREDIT SUISSE AG, as Collateral
 Agent (the “**Collateral Agent**”).

Reference is made to (a) the Guarantee and Collateral Agreement dated as of April 22, 2005 (as amended, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among Deltek, Inc. (the “**Borrower**”), the Subsidiaries of the Borrower party thereto and the Collateral Agent and (b) the Second Amended and Restated Credit Agreement dated as of November 3, 2010 (as amended, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among the Borrower, the Lenders from time to time party thereto and Credit Suisse AG, as administrative agent and as collateral agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Subsidiary Grantors are executing this Agreement pursuant to Section 5.12 of the Credit Agreement. The Subsidiary Grantors are 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 continue to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Credit Agreement or the Security Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Subsidiary Grantor, pursuant to the Security Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in and lien on, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Subsidiary Grantor or in which such Subsidiary 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, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, 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 (or any successor office), and all extensions or

renewals thereof, including those listed on Schedule I attached hereto (the “*Trademarks*”);

(b) all goodwill associated with or symbolized by the Trademarks; and

(c) all other assets, rights and interests that uniquely reflect or embody the Trademarks;

but excluding in all cases any intent-to-use United States trademark application for which an amendment to allege use or statement of use has not been filed under 15 U.S.C § 1051(c) or 15 U.S.C § 1051(d), respectively, or, if filed, has not been deemed in conformance with 15 U.S.C § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office.

SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Subsidiary Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral 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.

SECTION 4. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

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

[Remainder of page intentionally left blank]

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

THE WASHINGTON MANAGEMENT
GROUP, INC.,

by



Name: David Schwiesow

Title: Secretary

FSI HOLDINGS, INC.

By



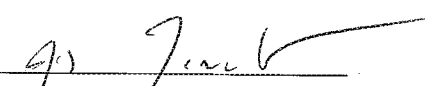
Name: David Schwiesow

Title: Secretary

[Signature Page to Trademark Security Agreement]

CREDIT SUISSE AG, CAYMAN
ISLANDS BRANCH, as Collateral Agent,

by


Name: John D. Toronto
Title: Managing Director

by


Name: VIPUL DHADDA
Title: ASSOCIATE

[Signature Page to Trademark Security Agreement - CS]

TRADEMARK
REEL: 004584 FRAME: 0286

Schedule I

I. Trademarks

Owner	Trademark	Reg. No.	Jurisdiction	Comments
Washington Management Group, Inc.	STATE OF THE STATES	2690478	United States	Registered
Washington Management Group, Inc.	FEDERAL OUTLOOK	2734099	United States	Registered

II. Trademark Applications

Owner	Trademark	App. No.	Jurisdiction	Comments
The Washington Management Group, Inc.	FEDSOURCES	85/261,896	United States	
The Washington Management Group, Inc.	FEDSOURCES A WASHINGTON MANAGEMENT GROUP COMPANY (and design)	85/261,947	United States	
FSI Holdings, Inc.	FEDSOURCES INTELLISEARCH	85/261,997	United States	

III. Trademark Licenses

Inbound IP License Agreements

1. Technical Proposal for Implementation, QuickStart Package for SAP Business Objects Edge BI, between Altek Solutions, Inc. and FedSources dated May 24, 2010
2. Software License and Services Agreement between Connotate, Inc. and FedSources dated November 15, 2010
3. Software License, Support and Professional Services Agreement between Coveo Software Corporation and Federal Sources, Inc. dated March 12, 2009