

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	SECURITY INTEREST												
CONVEYING PARTY DATA													
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">Name</th> <th style="width: 30%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 20%;">Entity Type</th> </tr> <tr> <td>Defense Support Services LLC</td> <td></td> <td>08/18/2011</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	Defense Support Services LLC		08/18/2011	LIMITED LIABILITY COMPANY: DELAWARE					
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Defense Support Services LLC		08/18/2011	LIMITED LIABILITY COMPANY: DELAWARE										
RECEIVING PARTY DATA													
Name:	Royal Bank of Canada, as Administrative Agent												
Street Address:	P.O. Box 50, 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: 3													
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 20%;">Property Type</th> <th style="width: 20%;">Number</th> <th style="width: 60%;">Word Mark</th> </tr> <tr> <td>Registration Number:</td> <td>3307768</td> <td>DS2</td> </tr> <tr> <td>Registration Number:</td> <td>3102353</td> <td>DEFENSE SUPPORT SERVICES LLC</td> </tr> <tr> <td>Registration Number:</td> <td>3131613</td> <td>WE SERVE THOSE WHO SERVE</td> </tr> </table>	Property Type	Number	Word Mark	Registration Number:	3307768	DS2	Registration Number:	3102353	DEFENSE SUPPORT SERVICES LLC	Registration Number:	3131613	WE SERVE THOSE WHO SERVE	
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Registration Number:	3307768	DS2											
Registration Number:	3102353	DEFENSE SUPPORT SERVICES LLC											
Registration Number:	3131613	WE SERVE THOSE WHO SERVE											
CORRESPONDENCE DATA													
Fax Number:	(212)455-2502												
Phone:	(212) 455-2222												
Email:	ksolomon@stblaw.com												
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>													
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:	080599/0091												

CH \$90.00 3307768

900204410

TRADEMARK
 REEL: 004640 FRAME: 0144

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Marcela Robledo

Signature:

/mr/

Date:

10/12/2011

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 August 18, 2011 is made by DEFENSE SUPPORT SERVICES LLC, a Delaware limited liability company, located at 901 Lincoln Drive West, Suite 200, Marlton, New Jersey (the "Grantor"), 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, by and among PAE HOLDING CORPORATION, a Delaware corporation ("Holdings"), PACIFIC ARCHITECTS AND ENGINEERS INCORPORATED, a California corporation ("the Borrower"), each other subsidiary of the Borrower from time to time party thereto (referred to herein, together with Holdings and Borrower, as "Borrowers"), 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 by Amendment No. 1 dated as of May 3, 2011 and as further amended and restated in its entirety pursuant to Amendment no. 2 dated as of August 5, 2011, and as amended, supplemented, restated, 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 Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, Holdings and certain of its subsidiaries 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, Grantor has executed and delivered an Assumption Agreement, dated as of August 18, 2011, pursuant to which the Grantor has become a party to the Guarantee and Collateral Agreement as a Grantor thereunder and has thereby granted to the Administrative 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, 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.

DEFENSE SUPPORT SERVICES LLC
as Grantor

By: 

Name:

John Keating

Title:

President and Chief Executive Officer

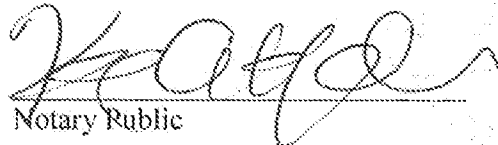
ROYAL BANK OF CANADA
as Agent

By: 
Name: Susan Khokher
Title: Manager, Agency

ACKNOWLEDGMENT OF GRANTOR

STATE OF New Jersey)
) ss
COUNTY OF Burlington

On the 15 day of August, 2011, before me personally came John Keating, who is personally known to me to be the President + CEO of DEFENSE SUPPORT SERVICES LLC, a Delaware limited liability company; who, being duly sworn, did depose and say that she/he is the President + CEO in such company, the company described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the President + CEO of such company; and that she/he acknowledged said instrument to be the free act and deed of said company.


Notary Public

KELLEY A. HENEGHAN
NOTARY PUBLIC OF NEW JERSEY
I.D. # 2396476
My Commission Expires 5/13/2015

(PLACE STAMP AND SEAL ABOVE)

ACKNOWLEDGMENT OF AGENT

CANADA)

PROVINCE OF ONTARIO)

On the 17th day of August, 2011, in the City of Toronto, before me personally came SUSAN KIMMEL, 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. and delegated to her

Theresa G. Gagne
Notary Public

(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A

U.S. Trademark Registrations

Grantor/Registered Owner	Registration Number	Date of Registration	Trademark
Defense Support Services LLC	3,307,768	10/09/2007	DS2
Defense Support Services LLC	3,102,353	06/06/2006	DEFENSE SUPPORT SERVICES, LLC
Defense Support Services LLC	3,131,613	08/22/2006	WE SERVE THOSE WHO SERVE