

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		07/17/2012	CORPORATION: CALIFORNIA
Defense Support Services LLC		07/17/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Royal Bank of Canada, as Administrative Agent		
Street Address:	20 King Street West, 4th Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5H1C4		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 8			
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	
Registration Number:	3307768	DS2	
Registration Number:	3102353	DEFENSE SUPPORT SERVICES LLC	
Registration Number:	3131613	WE SERVE THOSE WHO SERVE	
Serial Number:	85590367	DEFENSE SUPPORT SERVICES LLC	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.			

CH \$215.00 1596912

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:

080599/0100

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:

Mindy M. Lok

Signature:

/mml/

Date:

07/20/2012

Total Attachments: 6

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of July 17, 2012 is made by PACIFIC ARCHITECTS AND ENGINEERS INCORPORATED, a California corporation, located at 1525 Wilson Blvd., Suite 900 Arlington, Virginia (the "Borrower") and DEFENSE SUPPORT SERVICES LLC, a Delaware limited liability company, located at 901 Lincoln Drive West, Suite 200, Marlton, New Jersey ("DS2", and together with the Borrower, "Grantors"), in favor of Royal Bank of Canada, located at 4th Floor, 20 King Street West, Toronto, Ontario M5H1C4, as Administrative Agent (the "Agent") for the Lenders (as defined below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement dated as of July 17, 2012, by and among PAE HOLDING CORPORATION, a Delaware corporation ("Holdings"), the Borrower, each other subsidiary of the Borrower from time to time party thereto, 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, 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 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 have executed and delivered a Guarantee and Collateral Agreement, dated as of July 17, 2012, 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 foregoing, the Grantors have 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 Grantors hereby agree, 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. Grantors hereby grant a security interest in, and a right of setoff against, and agree 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 such 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 each 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. Each 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:

James C. Reagan
Name: James C. Reagan
Title: Vice president + Treasurer

DEFENSE SUPPORT SERVICES LLC

as Grantor

By:

John F. Keating
Name: John F. Keating
Title: President + Chief Executive Officer

[Signature Page to the Trademark Security Agreement]

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: James C. Reagan
Title: Vice president + Treasurer

DEFENSE SUPPORT SERVICES LLC

as Grantor

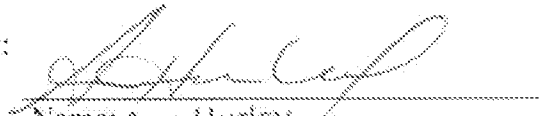
By:

Name: John F. Keating
Title: President + Chief Executive Officer

{Signature Page to the Trademark Security Agreement}

ROYAL BANK OF CANADA,
as Administrative Agent

By:

A handwritten signature in cursive script, appearing to read 'Ann Hurley', is written over a horizontal dotted line.

Name: Ann Hurley

Title: Manager, Agency

SCHEDULE A

U.S. Trademark Registrations

Grantor/Registered Owner	Registration Number	Trademark
Pacific Architects and Engineers Incorporated	1,596,912	PACIFIC ARCHITECTS AND ENGINEERS INCORPORATED
Pacific Architects and Engineers Incorporated	1,623,011	PAE
Pacific Architects and Engineers Incorporated	2,454,981	PAE GOVERNMENT SERVICES, INC.
Pacific Architects and Engineers Incorporated	3,108,999	PAE GROUP
Defense Support Services LLC	3,307,768	DS2
Defense Support Services LLC	3,102,353	DEFENSE SUPPORT SERVICES LLC
Defense Support Services LLC	3,131,613	we serve those who serve

Pending Trademark Applications

Grantor/Registered Owner	Serial Number	Trademark
Defense Support Services LLC	85590367	DEFENSE SUPPORT SERVICES LLC