TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Termination and Release of Security Interest in Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Credit Suisse AG, Cayman Islands Branch	FORMERLY Credit Suisse, Cayman Islands Branch	07/31/2012	CORPORATION: SWITZERLAND

RECEIVING PARTY DATA

Name:	Booz Allen Hamilton Inc.		
Street Address:	8283 Greensboro Drive		
City:	Mclean		
State/Country:	VIRGINIA		
Postal Code:	22102		
Entity Type:	CORPORATION: DELAWARE		

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	888837	BOOZ ALLEN HAMILTON
Registration Number:	1634966	BOOZ ALLEN HAMILTON
Registration Number:	2653981	BOOZ ALLEN HAMILTON
Registration Number:	2808105	DELIVERING RESULTS THAT ENDURE
Registration Number:	3107452	MISSION ENGINEERING
Registration Number:	3137291	MISSION ENGINEERING
Registration Number:	3098804	TARGET

CORRESPONDENCE DATA

Fax Number: 2129096836

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: 212-909-6000

Email: trademarks@debevoise.com
Correspondent Name: Jessica Lehrman, Esq.
Address Line 1: 919 Third Avenue

TRADEMARK REEL: 004832 FRAME: 0728 00 88883

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Address Line 2: Debevoise & Plimpton LLP Address Line 4: New York, NEW YORK 10022				
ATTORNEY DOCKET NUMBER:	23640-1202			
NAME OF SUBMITTER:	Jessica Lehrman			
Signature:	/Jessica Lehrman/			
Date:	07/31/2012			
Total Attachments: 4 source=Trademark Release#page1.tif source=Trademark Release#page2.tif source=Trademark Release#page3.tif source=Trademark Release#page4.tif				

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REEL: 004832 FRAME: 0729

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

TERMINATION AND RELEASE (the "Termination and Release"), dated as of July 31, 2012, from Credit Suisse AG, Cayman Islands Branch (f/k/a Credit Suisse, Cayman Islands Branch), as collateral agent (the "Agent") for the several banks and other financial institutions (the "Lenders") that are parties to the Credit Agreement (as hereinafter defined), to Booz Allen Hamilton Inc., a Delaware corporation (the "Grantor"). Capitalized terms used herein without definition are used as defined in the Credit Agreement, dated as of July 31, 2008, among the Agent, the Grantor, the Lenders, Explorer Investor Corporation ("Holdings"), Explorer Merger Sub Corporation (the "Initial Borrower") and the other parties thereto (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") and the Guarantee and Collateral Agreement, dated as of July 31, 2008, made by the Grantor, Holdings and the Initial Borrower in favor of the Agent (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement").

WITNESSETH:

WHEREAS, pursuant to that certain Grant of Security Interest in Trademarks (the "<u>Trademark Security Agreement</u>"), made by the Grantor in favor of the Agent, a security interest (the "<u>Security Interest</u>") was granted by the Grantor to the Agent in certain Trademarks (as hereinafter defined); and

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on August 1, 2008, at Reel 3827, Frame 0439; and

WHEREAS, in connection with the repayment of all Indebtedness under the Credit Agreement, and the release of the security interests under the Loan Documents, the Grantor has requested that the Agent terminate and release the entirety of its Security Interest in the Trademarks as contemplated by the Guarantee and Collateral Agreement;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademarks pursuant to the Loan Documents, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. <u>Trademarks</u>: The term "Trademarks," as used herein, shall mean all of the Grantor's (i) trademarks, trade names, corporate names, business names, domain names, fictitious business names, trade styles, service marks, logos and other source or business

23703612v8 TRADEMARK REEL: 004832 FRAME: 0730

identifiers, and all goodwill associated therewith, all registrations and recordings thereof, and all applications in connection therewith (except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of said Act has been filed), whether in the United States Patent and Trademark Office or in any similar office or agency of the United States or any State thereof, and all United States common-law rights related thereto owned by the Grantor in its own name, including, without limitation, any of the foregoing referred to in Schedule I, and (ii) the right to obtain all renewals thereof.

- 2. <u>Release of Security Interest</u>: The Agent hereby terminates, releases and discharges its Security Interest in the Trademarks, and any right, title or interest of the Agent in such Trademarks shall hereby cease and become void. This Termination and Release is made without representation or warranty by, or recourse to, the Agent or any other Secured Party.
- 3. <u>Further Assurances</u>: At the request and sole expense of the Grantor, the Agent shall execute and deliver to the Grantor such additional documents as the Grantor shall reasonably request to evidence the termination and release of its Security Interest in all Trademarks.

THIS TERMINATION AND RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

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TRADEMARK
REEL: 004832 FRAME: 0731

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH as Agent

Name: Title:

John D. Toronto Managing Director

By:

Name: VIPUL DHADD, Title: ASSOCIATE

[Signature Page to Termination and Release of Security Interest in Trademarks]

SCHEDULE I

<u>Trademark Registrations</u>

Country	Trademark	Serial No. Filing Date	Reg. No. Reg. Date	Owner
United	ARM-IR	78/185,608	2921509	Booz Allen
States		15-Nov-2002	25-Jan-2005	Hamilton Inc.
United	BOOZ ALLEN	72/311,547	888837	Booz Allen
States	HAMILTON	07-Nov-1968	31-Mar-1970	Hamilton Inc.
United	BOOZ ALLEN	74/054,287	1634966	Booz Allen
States	HAMILTON	30-Apr-1990	12-Feb-1991	Hamilton Inc.
United	BOOZ ALLEN	76/314,788	2653981	Booz Allen
States	HAMILTON AND	18-Sep-2001	26-Nov-2002	Hamilton Inc.
	DESIGN	_		
United	DELIVERING	76/471,010	2808105	Booz Allen
States	RESULTS THAT	20-Nov-2002	27-Jan-2004	Hamilton Inc.
	ENDURE			
United	MISSION	78/148,501	3107452	Booz Allen
States	ENGINEERING	29-Jul-2002	20-Jun-2006	Hamilton Inc.
United	MISSION	78/975,774	3137291	Booz Allen
States	ENGINEERING	29-Jul-2002	29-Aug-2006	Hamilton Inc.
United	SERVER2CEO	76/200,819	2759564	Booz Allen
States		26-Jan-2001	02-Sep-2003	Hamilton Inc.
United	SERVER2CIO	76/200,354	2759560	Booz Allen
States		26-Jan-2001	02-Sep-2003	Hamilton Inc.
United	TARGET	78/257,199	3098804	Booz Allen
States		02-Jun-2003	30-May-2006	Hamilton Inc.

23703612v8

RECORDED: 07/31/2012

TRADEMARK REEL: 004832 FRAME: 0733