

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Amended and Restated Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Butler America, Inc.		08/10/2012	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	The PrivateBank and Trust Company, as Administrative Agent
Street Address:	120 South LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	CORPORATION: ILLINOIS

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3482797	BUTLER
Registration Number:	2399635	BUTLER FLEET SERVICES
Registration Number:	2380933	BUTLER TELECOM
Registration Number:	2119897	MINDPOWER
Registration Number:	2078380	BUTLER INTERNATIONAL, INC.
Registration Number:	2078381	MINDPOWER FOR A CHANGING WORLD
Registration Number:	3839986	BUTLER AMERICA
Registration Number:	3844015	BUTLER AMERICA

CORRESPONDENCE DATA

Fax Number: 3026365454
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 800-927-9801 x2348
 Email: jpaterso@cscinfo.com
 Correspondent Name: Corporation Service Company

CH \$215.00 3482797

Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	310881
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	08/13/2012

Total Attachments: 9
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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):

Butler America, Inc.

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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

Execution Date(s) _____

- 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: The PrivateBank and Trust Company, as

Internal

Address: Administrative Agent

Street Address: 120 South LaSalle Street

City: Chicago

State: Illinois

Country: USA Zip: 60603

- Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship Illinois
 Other _____ Citizenship _____

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)

See Attached

B. Trademark Registration No.(s)

See Attached

Additional sheet(s) attached? Yes No

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

See Attached

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

Name: Jackie Billard

Internal Address: Riemer & Braunstein LLP

Street Address: 3 Center Plaza

City: Boston

State: MA Zip: 02108

Phone Number: 617-523-9000

Fax Number: 617-880-3456

Email Address: jbillard@riemerlaw.com

6. Total number of applications and registrations involved:

8

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

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Jacqueline M. Billard
Signature

8/13/2012

Date

Jacqueline Billard

Name of Person Signing

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

9

**SECOND AMENDED AND RESTATED
PATENT, TRADEMARK, AND COPYRIGHT SECURITY AGREEMENT**

This Second Amended and Restated Patent, Trademark, and Copyright Security Agreement (this "Agreement"), dated as of August 10, 2012, is made by and between Butler America, Inc. ("Company" or the "Borrower"), and The PrivateBank and Trust Company, as administrative agent for itself and the other Lenders (in such capacity, "Agent"), each having a business location at the address set forth below next to its signature below.

Recitals

A. Certain of the Grantors, among others, have entered into a loan arrangement dated as of May 19, 2011, which loan arrangement is evidenced by, among other things, (i) that certain Amended and Restated Credit Agreement dated as of May 19, 2011 (as amended and in effect, the "Existing Credit Agreement") by and among Company, the other "Credit Parties" as defined therein (together with Company, the "Existing Loan Parties"), the "Lenders" as defined therein, General Electric Capital Corporation, as "Agent" as defined therein (in such capacity, "Prior Agent"); and (ii) that certain Amended and Restated Patent, Trademark, and Copyright Security Agreement dated as of May 19, 2011 (as amended and in effect, the "Existing Patent, Trademark, and Copyright Security Agreement") by Company in favor of the Prior Agent to secure the obligations under the Existing Credit Agreement.

B. The Lenders have severally agreed to extend credit to Company pursuant to the certain Second Amended and Restated Credit Agreement (hereinafter, as amended, supplemented, restated or otherwise modified from time to time, the "Credit Agreement"), dated as of the date hereof, by and among Pledgor, as "Borrower", any other Persons party thereto from time to time, the Lenders from time to time party thereto and Agent. It is a condition precedent to the Lenders' obligation to extend credit under the Credit Agreement that the Borrower shall have executed and delivered this Agreement to Agent for the ratable benefit of all Lenders.

C. Company and Agent desire to amend and restate the Patent, Trademark, and Copyright Security Agreement in as provided herein.

ACCORDINGLY, consideration of the premises and to induce Agent and Lenders to enter into the Credit Agreement and to induce the Lenders to extend credit thereunder, each Pledgor hereby agrees with Agent, for the ratable benefit of Lenders, that the Patent, Trademark, and Copyright Security Agreement shall be amended and restated in its entirety to read as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them in the Credit Agreement. To the extent that any explicit term hereof is inconsistent with any explicit term of the Credit Agreement, the Credit Agreement shall control. In addition, the following terms have the meanings set forth below:

“Copyrights” means all of the Company’s right, title and interest in and to all copyrightable works and all copyrights of Company and licenses thereunder, whether presently existing or hereafter arising, including but not limited to the registered copyrights, applications to register copyrights, and unregistered works (if any) listed on Exhibit A.

“Patents” means all of Company’s right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit B.

“Security Interest” has the meaning given in Section 2.

“Trademarks” means all of Company’s right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit C.

2. Security Interest. Company hereby irrevocably pledges and assigns to, and grants to, Agent a security interest (the “Security Interest”) with power of sale to the extent permitted by law, in the Copyrights, in the Patents and in the Trademarks to secure payment of the Obligations. As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of Company. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Credit and Security Agreement. The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Credit Agreement and Company hereby acknowledges and agrees that the rights and remedies of Agent with respect to the Security Interests made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein, including, without limitation, all representations, warranties and covenants with respect to Copyrights, Patents and Trademarks.

4. Termination. This Agreement shall terminate and the Lien on the Security Interests shall be released upon the payment and performance in full of the Obligations (other than any outstanding indemnification obligations) pursuant to the terms of the Credit Agreement. Upon the termination of this Agreement, Agent shall execute all documents, make all filings, and take all other actions reasonably requested by the Borrower to evidence and record the release of the Lien on and Security Interests granted herein.

5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement.

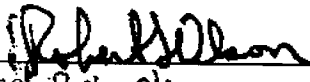
6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

7. Amendment and Restatement. On the Closing Date, the Existing Patent, Trademark, and Copyright Security Agreement shall be amended and restated its entirety by this Agreement. On and after the Closing Date, the Existing Patent, Trademark, and Copyright Security Agreement shall be of no further force and effect except as amended and restated hereby.

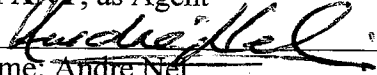
[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Second Amended and Restated Copyrights, Patent and Trademark Security Agreement as of the date written above.

BUTLER AMERICA, INC.

By: 
Name: Rob Olson
Title: CFO

**THE PRIVATEBANK AND TRUST
COMPANY, as Agent**

By: 
Name: Andre Nel
Its: Managing Director

18 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32

EXHIBIT A

UNITED STATES ISSUED PATENTS

<u>Title</u>	<u>Patent Number</u>	<u>Issue Date</u>
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NONE

UNITED STATES PATENT APPLICATIONS

<u>Title</u>	<u>Serial Number</u>	<u>Filing Date</u>
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NONE

FOREIGN ISSUED PATENTS

<u>Title</u>	<u>Country</u>	<u>Patent Number</u>	<u>Issue Date</u>
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NONE

UNITED STATES PATENT APPLICATIONS

<u>Title</u>	<u>Serial Number</u>	<u>Filing Date</u>
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NONE

EXHIBIT B

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS

AND COLLECTIVE MEMBERSHIP MARKS

Country	Trademark	Reg. Date	Reg. No	Record Owner	Status
U.S.	BUTLER	12-AUG-2008	3482797	Butler America, Inc.	Registered
U.S.	BUTLER FLEET SERVICES	31-OCT-2000	2399635	Butler America, Inc.	Registered
U.S.	BUTLER TELECOM	29-AUG-2000	2380933	Butler America, Inc.	Registered
U.S.	MINDPOWER	09-DEC-1997	2119897	Butler America, Inc.	To be Abandoned
U.S.	BUTLER INTERNATIONAL, INC.	15-JUL-1997	2078380	Butler America, Inc.	To be Abandoned
U.S.	MINDPOWER FOR A CHANGING WORLD	15-JUL-1997	2078381	Butler America, Inc.	To be Abandoned
U.S.	BUTLER AMERICA	31-AUG-2010	3839986	Butler America, Inc.	Registered
U.S.	BUTLER AMERICA DESIGN	07-SEP-2010	3844015	Butler America, Inc.	Registered

Abandoned Trademark Registrations

Country	Trademark	Exp. Date	Reg. No	Record Owner	Status
U.S.	Miscellaneous Design (Cubes)	16-JAN-2011	2421317	Butler America, LLC	Abandoned
U.S.	BUTLER TECHNICAL GROUP	26-DEC-2010	2415378	Butler America, LLC	Abandoned
U.S.	BUTLER TECHNOLOGY SOLUTIONS	08-AUG-2010	2374863	Butler America, LLC	Abandoned
U.S.	BUTLER SERVICE GROUP	15-AUG-2010	2377125	Butler America, LLC	Abandoned

Registered Domain Names

Domain Name	Expiration Date	Registrant*
butlerteam.com	5-May-11	Butler America, Inc.
butler.com	6-May-11	Butler America, Inc.
butlertelecom.net	8-May-11	Butler America, Inc.
butlerfleet.com	20-Jun-11	Butler America, Inc.
butlerdirect.com	22-Jun-11	Butler America, Inc.
butlerservicegroup.com	14-Aug-11	Butler America, Inc.
pretypenny.net	2-Nov-11	Butler America, Inc.

Trade Names

Butler	Butler America, Inc.
Butler Telecom	Butler America TCS, Inc.
Butler Fleet Services	Butler America
Butler America Staffing, LLC	