

## 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
TT Government Solutions, Inc.		05/24/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	1111 Fannin Street, Floor 10		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77002		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4229455	APPLIED COMMUNICATION SCIENCES	
Serial Number:	85796303	Z-DAY ESS	
Serial Number:	85796277	Z-DAY	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(212) 455-2292		
Email:	ksolomon@stblaw.com		
Correspondent Name:	Zara Ohiorhenuan, 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:	509333/0200		
NAME OF SUBMITTER:	Zara Ohiorhenuan		

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Signature:	/zo/
Date:	07/03/2013
Total Attachments: 5 source=TTGovernmentSolutionsTM Security Agreement#page1.tif source=TTGovernmentSolutionsTM Security Agreement#page2.tif source=TTGovernmentSolutionsTM Security Agreement#page3.tif source=TTGovernmentSolutionsTM Security Agreement#page4.tif source=TTGovernmentSolutionsTM Security Agreement#page5.tif	

GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of May 24, 2013 is made by TT Government Solutions, Inc., a Delaware corporation, located at 150 Mount Airy Road, Basking Ridge, NJ 07920 (the "Grantor"), in favor of JPMorgan Chase Bank, N.A., as Administrative Agent (in such capacity, the "Administrative Agent") for the banks and other financial institutions or entities (the "Lenders") from time to time parties to the Credit Agreement, dated as of November 22, 2010 (as amended, restated, replaced, supplemented or otherwise modified from time to time, the "Credit Agreement"), among The SI Organization Holding Corp. ("Holdings"), The SI Organization, Inc. (the "Borrower"), the Lenders and the Administrative Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantors have executed and delivered the Guarantee and Collateral Agreement, dated as of November 22, 2010, in favor of the Administrative Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Administrative Agent for the benefit of the Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, 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, and in order to induce the Lenders to make extensions of credit to the Borrower pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Agent and 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 Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in 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 Administrative Agent for the benefit of the Administrative Agent and 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 Security Agreement and is expressly subject to the terms and conditions thereof. The

Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.


SECTION 4. Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security 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 Security Agreement, the terms of the Security 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.

*(Remainder of the page intentionally left blank)*


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.

TT GOVERNMENT SOLUTIONS, INC.

By:   
Name: Brentan C. Greene  
Title: President & CEO  
Date: May 24 2013

[Signature Page to Trademark Security Agreement]

JPMORGAN CHASE BANK, N.A., as Administrative  
Agent for the Secured Parties

By:   
Name: Robert Kellas  
Title: Executive Director  
Date: *May 24, 2013*

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005063 FRAME: 0990**

Schedule A

U.S. and foreign Trademark Registrations and Applications  
and U.S. and foreign exclusive Trademark Licenses

<b>Mark</b>	<b>Application No.</b>	<b>Registration No.</b>	<b>Country</b>	<b>App./Reg. Date</b>
APPLIED COMMUNICATION SCIENCES and Design	85555242	4229455	US	Oct. 23, 2012
Z-DAY ESS	85796303		US	Dec. 6, 2012
Z-DAY	85796277		US	Dec. 6, 2012