

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as Agent		08/09/2013	National Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Engility Corporation		
Street Address:	3750 Centerview Drive		
City:	Chantilly		
State/Country:	VIRGINIA		
Postal Code:	20151		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4236110	ENGILITY	
Registration Number:	2266440	MPRI	
Registration Number:	2543987	BENCHMETRIX	
Serial Number:	85382370	ENGILITY	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	212-906-1200		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	885 Third Avenue		
Address Line 2:	Suite 1000		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	035017-0016		

CH \$115.00 4236110

NAME OF SUBMITTER:	Angela M. Amaru
Signature:	/s/ Angela M. Amaru
Date:	08/09/2013
Total Attachments: 3 source=Engility 2013 Trademark Release#page1.tif source=Engility 2013 Trademark Release#page2.tif source=Engility 2013 Trademark Release#page3.tif	

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") dated as of August 9, 2013 by BANK OF AMERICA, N.A., as administrative agent for the Secured Parties (as defined in the Credit Agreement referred to below in such capacity and together with its successors and assigns, the "Agent"), in favor of ENGILITY CORPORATION and INTERNATIONAL RESOURCES GROUP LTD. (each a "Grantor" and collectively, the "Grantors"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement (as defined below).

WHEREAS, the Grantors entered into that certain Credit Agreement dated as of July 17, 2012 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Grantors executed and delivered that certain Trademark Security Agreement dated as of July 17, 2012 (the "Trademark Security Agreement") for recordation with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on July 17, 2012 at Reel 4823, Frame 0366;

WHEREAS, pursuant to the Trademark Security Agreement, the Grantors granted to the Agent for the benefit of the Secured Parties a Lien on and security interest in all of the Grantors' right, title and interest in, to and under Trademark Collateral (as defined below); and

WHEREAS, the Agent desires to terminate and release the Lien on and security interest in the Trademark Collateral.

NOW, THEREFORE, for and in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

The term "Trademark Collateral," as used herein, shall mean all domestic, foreign and multinational trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, logos, Internet domain names, other indicia of origin or source identification, and general intangibles of a like nature, whether registered or unregistered, and, with respect to any and all of the foregoing, (i) all registrations and applications for registration thereof including, without limitation, the registrations and applications listed on Schedule A attached hereto, (ii) all extensions and renewals thereof, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, proceeds of suit and other payments now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

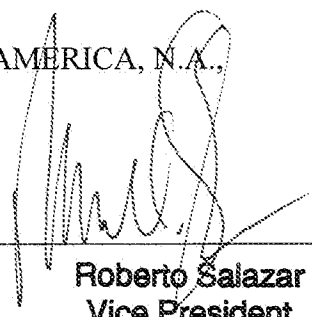
The Agent hereby terminates, discharges and releases the Lien on and security interest in the Trademark Collateral, without representation, warranty, or recourse.

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized signatory effective as of the date first above written.

BANK OF AMERICA, N.A.,
as Agent

By: _____



Name: **Roberto Salazar**
Title: **Vice President**



SCHEDULE A

TO

RELEASE OF SECURITY INTEREST IN TRADEMARKS

	Trademark/Image if any	Application Number Application Date	Registration Number Registration Date	Owner
1.	ENGILITY	85382392 7/27/2011	4236110 11/6/2012	Engility Corporation
2.	ENGILITY 	85382370 7/27/2011	---	Engility Corporation
3.	MPRI 	75402974 12/10/1997	2266440 8/3/1999	Engility Corporation
4.	BENCHMETRIX	75938252 3/8/2000	2543987 3/5/2002	International Resources Group Ltd.