

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT																				
NATURE OF CONVEYANCE:	Corrective Assignment to correct the The assignor and incorrect Serial No. 76698479 previously recorded on Reel 002720 Frame 0714. Assignor(s) hereby confirms the The Assignment.																				
CONVEYING PARTY DATA																					
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>IIT Research Institute</td> <td></td> <td>12/20/2002</td> <td>not-for-profit corporation: ILLINOIS</td> </tr> </tbody> </table>				Name	Formerly	Execution Date	Entity Type	IIT Research Institute		12/20/2002	not-for-profit corporation: ILLINOIS										
Name	Formerly	Execution Date	Entity Type																		
IIT Research Institute		12/20/2002	not-for-profit corporation: ILLINOIS																		
RECEIVING PARTY DATA																					
Name:	Alion Science and Technology Corporation																				
Street Address:	1750 Tysons Boulevard																				
Internal Address:	Suite 1300																				
City:	McLean																				
State/Country:	VIRGINIA																				
Postal Code:	22102																				
Entity Type:	CORPORATION: DELAWARE																				
PROPERTY NUMBERS Total: 5																					
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> <th>Word Mark</th> </tr> </thead> <tbody> <tr> <td>Serial Number:</td> <td>76365149</td> <td>ACAT</td> </tr> <tr> <td>Registration Number:</td> <td>2525624</td> <td>PRISM</td> </tr> <tr> <td>Registration Number:</td> <td>2675822</td> <td>FLEXSIM</td> </tr> <tr> <td>Registration Number:</td> <td>2507727</td> <td>EPIC</td> </tr> <tr> <td>Registration Number:</td> <td>2863045</td> <td>M & S UNIVERSITY MSIAC MODELING AND SIMU</td> </tr> </tbody> </table>				Property Type	Number	Word Mark	Serial Number:	76365149	ACAT	Registration Number:	2525624	PRISM	Registration Number:	2675822	FLEXSIM	Registration Number:	2507727	EPIC	Registration Number:	2863045	M & S UNIVERSITY MSIAC MODELING AND SIMU
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Registration Number:	2863045	M & S UNIVERSITY MSIAC MODELING AND SIMU																			
CORRESPONDENCE DATA																					
Fax Number:	2024341501																				
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>																					
Phone:	2024341500																				
Email:	ahickling@s-n-h.com																				
Correspondent Name:	Mark Henry																				

Address Line 1: 1201 New York Avenue, NW, 7th Floor
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER: 1668.0001

NAME OF SUBMITTER: Mark J. Henry

Signature: /Mark J. Henry/

Date: 10/31/2013

Total Attachments: 10

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FORM PTO-1089	TRADEMARK ASSIGNMENT	U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office
RECORDATION FORM COVER SHEET		
#2001 Staas & Halsey, LLP To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof		

1. Name of conveying party:

Illinois Institute of Technology Research Institute
10 West 35th Street
Chicago, Illinois 60616
United States of America

- | | |
|--|--|
| <input type="checkbox"/> Individual(s) | <input type="checkbox"/> General Partnership |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Association |
| <input type="checkbox"/> Limited Partnership | <input checked="" type="checkbox"/> Other (University) |

2. Name and address of receiving party:

Alion Science and Technology Corp. (Beagle Holdings, Inc. until July 18, 2002)
1750 Tysons Boulevard, Suite 1300
McLean, Virginia 22102
United States of America

- | | |
|---|--|
| <input type="checkbox"/> Individual(s) | <input type="checkbox"/> General Partnership |
| <input checked="" type="checkbox"/> Corporation | <input type="checkbox"/> Association |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Other |

If assignee is not domiciled in the United States, a domestic representative designation is attached:
 Yes No (Designation must be a separate document from Assignment)

3. Nature of conveyance:

Execution Date: December 20, 2002

- | | |
|--|--|
| <input checked="" type="checkbox"/> Assignment | <input type="checkbox"/> Merger |
| <input type="checkbox"/> Security Agreement | <input checked="" type="checkbox"/> Change of Name |
| <input type="checkbox"/> Other: | |

4. Application number(s) or registration number(s):

- A. Trademark Application No(s): 76/038212, 76/888479, filed 05/02/00; 02/01/02.
- B. Trademark Registration No(s): 2525624, 2507727, 2675822 (Application No. 76/654512) for the mark: PRISM, EPIC, FLEXSIM, respectively.
- C. Additional Numbers attached? No

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

STAAS & HALSEY LLP Our Docket: 1668.0001
Attention: Mark Henry, Esq.
700 Eleventh Street, N.W., Suite 500
Washington, D.C. 20001

6. Total number of registrations involved: 5

7. Total fee (37 CFR 3.41)..... \$ 200.00 (\$ 40.00 per Assignment)

- | |
|---|
| <input checked="" type="checkbox"/> Enclosed |
| <input type="checkbox"/> Authorized to be charged to deposit account. |

8. Deposit Account No.: 19-3935 (Any underpayment is authorized to be charged to this Deposit Account) (Attach duplicate copy of this page if paying by deposit account)

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Mark Henry
Name of Person Signing

Mark Henry
Signature

Sept. 23 2003
Date

Total number of pages including cover sheet: 10

DO NOT USE THIS SPACE

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ASSIGNMENT OF INTELLECTUAL PROPERTY

This assignment of Intellectual Property ("IP Assignment Agreement") is made this December ~~10~~, 2002 by and among the IIT Research Institute, a not-for-profit Illinois corporation ("Seller"), and Alion Science and Technology Corporation, a Delaware corporation ("Purchaser").

WHEREAS, Purchaser and Seller have entered into a Fourth Amended and Restated Asset Purchase Agreement dated November 18, 2002, with effect as of June 4, 2002 ("Asset Purchase Agreement"), pursuant to which Seller, subject to the terms and conditions set forth in the Asset Purchase Agreement, agreed to sell substantially all of its assets to Purchaser; unless otherwise provided herein, all capitalized terms used and not defined in this IP Assignment Agreement shall have the respective meanings ascribed to them in the Asset Purchase Agreement;

WHEREAS, Seller desires to assign, and Purchaser desires to accept the assignment of, the Seller Intellectual Property Rights pursuant to the Asset Purchase Agreement, and the Company agrees to such assignment of the Seller Intellectual Property Rights from Seller to Purchaser.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Purchaser, intending to be legally bound hereby, agree as follows:

1. ASSIGNMENT AND ASSUMPTION

The Seller hereby sells, assigns and transfers all of Seller's right, title and interest in and to the Seller Intellectual Property Rights listed on Exhibit A hereto, including any and all goodwill of the Transferred Business associated with or relating to the Seller Intellectual Property Rights, and the right to bring an action for infringement of or otherwise defend against any claim of infringement of any Seller Intellectual Property Rights prior to the date hereof (collectively, "Assignment") and the Purchaser hereby accepts the Assignment.

2. FURTHER ACTIONS

Upon the request of either party, the other party will (a) furnish to the requesting party any additional information, (b) execute and deliver any other documents, and (c) take any other actions, in each case as the requesting party may reasonably require to more effectively carry out the intent of this IP Assignment Agreement.

3. RELATIONSHIP TO THE PURCHASE AGREEMENT

The terms of the Asset Purchase Agreement are incorporated herein by this reference, and will not be superseded by this IP Assignment Agreement, but will remain in full force and effect

to the full extent provided therein. If there is any inconsistency between the Asset Purchase Agreement and this IP Assignment Agreement, the Asset Purchase Agreement will control.

4. GOVERNING LAW

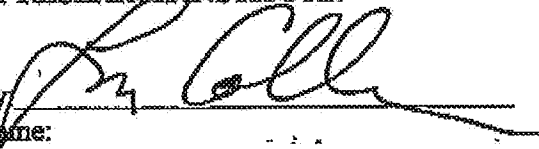
This Assignment Agreement shall be construed in accordance with the laws of the State of Illinois, without regard to the principles of conflicts of laws.

5. COUNTERPARTS

This IP Assignment Agreement may be executed in two or more counterparts.

The parties have executed and delivered this IP Assignment Agreement as of the date indicated in the first sentence of this IP Assignment Agreement.

MIT RESEARCH INSTITUTE:

By: 
Name:
Title:

ALION SCIENCE AND TECHNOLOGY CORPORATION:

By: _____
Name:
Title:

The parties have executed and delivered this IP Assignment Agreement as of the date indicated in the first sentence of this IP Assignment Agreement.

IIT RESEARCH INSTITUTE:

By: _____
Name: _____
Title: _____

ALION SCIENCE AND TECHNOLOGY CORPORATION:

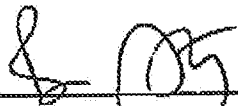
By:  _____
Name: _____
Title: _____

EXHIBIT A

Seller Intellectual Property Rights

Registered U.S. Patents

<u>Patent</u>	<u>Registration No.</u>	<u>Registration Date</u>
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Pending U.S. Patent Applications

<u>Patent</u>	<u>Application Number</u>	<u>Application Date</u>
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Registered International Patents

<u>Patent</u>	<u>Registration No.</u>	<u>Registration Date</u>
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Pending International Patent Applications

<u>Patent</u>	<u>Application Number</u>	<u>Application Date</u>
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Registered U.S. Trademarks

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
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Pending U.S. Trademark Applications

<u>Trademark</u>	<u>Application Number</u>	<u>Application Date</u>
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Registered International Trademarks

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
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Pending International Trademark Applications

<u>Trademark</u>	<u>Application Number</u>	<u>Application Date</u>
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Registered U.S. Copyrights

<u>Title of Work</u>	<u>Registration No.</u>	<u>Registration Date</u>
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Pending U.S. Copyright Applications

<u>Title of Work</u>	<u>Application Number</u>	<u>Application Date</u>
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Registered International Copyrights

<u>Title of Work</u>	<u>Registration No.</u>	<u>Registration Date</u>
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Pending International Copyright Applications

<u>Title of Work</u>	<u>Application Number</u>	<u>Application Date</u>
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Pending US Applications List						
Client #	Serial Number	Filing Date	Grant Date	Status	Title	
900-56274	091649 359	14-Apr-2003		Pending	Detecting of Biological Warfare Agents	
900-64301	091650 432	12-Sep-2003		Pending	Colonyless Isolation Apparatus	
900-7297	101071 038	24-Nov-2001		Pending	Colonyless Isolation Apparatus	
07519-4545	091626176	31-Jul-2003		Pending	System for Simultaneous Detection	
15628 11001	12 06 265594d	Unknown		Pending	Failure-predictive Symbol Ensemble for Forward Error Correction	
70742	903949 509	12-Jan-2002		Pending	Conductive Elastomer Position Detection Systems	
1668 11001	197156 132	5-Apr-2002		Pending	A Broadband Method & Apparatus	
Active US Issued Patent List						
Client #	Patent Number	Filing Date	Grant Date	Status	Title	
900-49297	PIN:4,597,044	25-Jan-97	6-Jun-98	Active	Rugate Optical Fiber Systems	
900-49207	PIN: 5,026,195	24-Apr-93	2-Jul-1994	Active	Rugate Optical Fiber Systems	
900-52503	PIN: 5,293,936	18-Feb-92	15-Mar-1994	Active	Optimum Arteries-Like Exciters for Heating Earth Masses to Recover Energy-Stickfast Electromagnetic Elimination of Noxious Biological	
900-63408	PIN: 5,325,593	5-Jul-94	5-Jul-1994	Active	Method & Apparatus for Treating Hazardous Radioactive Waste	
900-59705	PIN: 5,467,815	30-Jan-98	30-Jan-1999	Active	Supercooled Fluorescent Beams for Improved Roadway	
900-45176	PIN: 5,915,227	14-Mar-96	14-Mar-1998	Active	Method & Apparatus for Roadway Medical Materials Sale	
900-56560	PIN: 5,549,111	8-Aug-96	8-Aug-1998	Active	Method & Apparatus for Roadway Medical Materials Sale	
900-52193	PIN: 5,556,213	5-Feb-92	17-Apr-1998	Active	Long Contact Media for Electrodes & Soil In-Contact Heating	
900-57463	PIN: 5,621,845	15-Feb-97	15-Mar-1997	Active	Apparatus for Electrode Heating of Earth for Recovery of Subsurfaces	
900-59927	PIN: 5,660,497	26-Aug-97	24-Mar-1997	Active	Supercooled Fluorescent Beams for Improved Roadway Pavement Marker Visibility	
900-59769	PIN: 5,664,911	9-Sep-97	8-Sep-1997	Active	Method & Apparatus for In Situ Circumvention of a Site Contaminated	
900-59076	PIN: 5,625,636	10-Nov-98	10-Nov-1998	Active	Method for Treating Radioactive Waste	
900-59514	PIN: 5,678,167	23-Feb-98	23-Feb-1999	Active	Supercooled Fluorescent Beams for Improved Roadway Pavement Marker Visibility	
65930 (0300)	PIN: 6,321,754	24-Aug-99	27-Nov-2001	Active	Colonyless Isolation Apparatus	
65936	PIN: 6,359,828	27-Jan-02	12-Mar-2002	Active	System for Monitoring and Recording Motor Vehicle Operating Parameters and Other Data	
Pending Foreign Applications List						
Client #	Country	App #	Filing Date	Status	Title	
900-41158	CO	219113	25-Jan-93	Pending	Method and Apparatus for Retrieval of Radio Frequency Electric Field pending in controlled heat processing of hydrocarbonaceous formers	
900-505-02	CA	2066124	3-Jul-91	Pending	Method and apparatus for rendering medical materials safe	
900-55178	CA	21521617	4-Jul-95	Pending	Supercooled fluorescent beams for improved roadway pavement marker visibility	
900-55176	EP	93525487.3	3-Jul-95	Pending	Supercooled fluorescent beams for improved roadway pavement marker visibility	
900-59300	AU	6394070	13-Dec-98	Pending	Collapsible Isolation Apparatus	
900-59900	CA	2320387	13-Dec-98	Pending	Collapsible Isolation Apparatus	

Client Number	Application #	Mark	Filing Date	Status	Owner	Title
900-65900	99972692.2	EP	13-Dec-99	Pending		Collapsible isolation apparatus
900-65900	107994	IL	13-Dec-99	Pending		Collapsible isolation apparatus
900-65900	590559	JP	13-Dec-99	Pending		Collapsible isolation apparatus
900-65900	7009280/2001	KR	13-Dec-99	Pending		Collapsible isolation apparatus
900-65924	Not assigned yet	CA	3-Apr-03	Pending		Detection of Biological Warfare Agents
900-65924	Not assigned yet	EP	3-Apr-03	Pending		Detection of Biological Warfare Agents
900-65924	Not assigned yet	IN	3-Apr-03	Pending		Detection of Biological Warfare Agents
900-65924	Not assigned yet	JP	3-Apr-03	Pending		Detection of Biological Warfare Agents
900-65901	8012149	TW	25-Aug-01	Pending		Collapsible isolation apparatus
900-65901	POTUS0141445	WO	25-Aug-01	Pending		Collapsible isolation apparatus
900-65901	POTUS0141445	WO	31-Jul-01	Pending		System for Simlar Document Detection
900-65901	POTUS0141444	WO	31-Jul-01	Pending		System for Simlar Document Detection
900-65900	129400	TW	29-Mar-99	Granted		Method and Apparatus for Treating Radioactive Waste
900-65900	21722	EG	27-Feb-02	Granted		Collapsible Biological Isolation Apparatus for Individuals
Pending Trademarks and Service Marks:						
Mark	Registration #	Reg Date	Owner			
PRISM	2528624	1-Jan-02	ITT Research Institute			
EPIC	2507727	15-Nov-01	ITT Research Institute			
Client Number	Application #	Mark	Filing Date	Status	Owner	Title
900-65904	7963432	Flexim	10-Dec-99	Pending	ITT Research Institute	
900-65904	78009212	Miss University	02-Dec-00	Pending	ITT Research Institute	
ITRI	2638429	ACAT	27-Dec-02	Pending	ITT Research Institute	

W. W. Smith