

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
Dynamics Research Corporation		01/31/2014	CORPORATION: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Administrative Agent
Street Address:	135 S. La Salle Street
Internal Address:	Mail Code: IL4-135-05-41
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2754719	MEDTEAMS
Registration Number:	1945607	ETCC
Registration Number:	1921276	EMERGENCY TEAM COORDINATION COURSE
Registration Number:	0707199	DRC
Registration Number:	0979114	DRC
Registration Number:	0775122	DRC

CORRESPONDENCE DATA

Fax Number: 2127514864
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 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

CH \$165.00 2754719

Address Line 2: Suite 1000
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 035017-0016

NAME OF SUBMITTER: Angela M. Amaru

Signature: /s/ Angela M. Amaru

Date: 01/31/2014

Total Attachments: 6

source=Engility Incremental TSA - DRC 035017-0016#page1.tif
source=Engility Incremental TSA - DRC 035017-0016#page2.tif
source=Engility Incremental TSA - DRC 035017-0016#page3.tif
source=Engility Incremental TSA - DRC 035017-0016#page4.tif
source=Engility Incremental TSA - DRC 035017-0016#page5.tif
source=Engility Incremental TSA - DRC 035017-0016#page6.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of January 31, 2014 (this "Agreement"), is made by the signatory hereto (the "Grantor") in favor of Bank of America, N.A., as Administrative Agent for the Secured Parties (in such capacity and together with its successors and assigns in such capacity, the "Agent").

WHEREAS, pursuant to that certain Credit Agreement dated as of August 9, 2013, among Engility Holdings, Inc. ("Holdings"), Engility Corporation (the "Borrower"), the Lenders party thereto and Bank of America, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders and the L/C Issuer severally agreed to make their respective extensions of credit to the Borrower upon the terms and conditions set forth therein;

WHEREAS, Holdings, the Borrower and the Subsidiary Guarantors party thereto entered into a Guarantee and Collateral Agreement dated as of August 9, 2013 (as amended, restated, supplemented or otherwise modified from time to time, including pursuant to the Assumption Agreement referred to below, the "Guarantee and Collateral Agreement"), among Holdings, the Borrower and the Subsidiary Guarantors party thereto and the Agent;

WHEREAS, the Borrower has requested an amendment to the Credit Agreement in the form of the First Amendment to the Credit Agreement dated as of January 31, 2014 among Holdings, the Borrower, the Subsidiary Guarantors party thereto, each Lender listed on the signature pages thereto and the Agent (the "First Amendment");

WHEREAS, as a condition precedent to the effectiveness of the First Amendment and the obligations of the Lenders and L/C Issuer to extend credit in connection therewith, the Grantor entered into an Assumption Agreement to the Guarantee and Collateral Agreement dated as of January 31, 2014, between the Grantor and the Agent, pursuant to which the Grantor granted to the Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below) ; and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor agreed to execute and deliver this Agreement, in order to record the security interest granted to the Agent for the benefit of the Secured Parties with the United States Patent and Trademark Office.

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

SECTION 1. Defined Terms

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Guarantee and Collateral Agreement, and if not defined therein, shall have the respective meanings given thereto in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. The Grantor hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in all of the following property, in each case, wherever located and now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”) as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor’s Obligations:

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, (iv) 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 (v) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent for the Secured Parties pursuant to the Guarantee and Collateral Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

SECTION 4. Governing Law

THIS AGREEMENT AND ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS AGREEMENT (WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE) SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW RULES THAT WOULD RESULT IN THE APPLICATION OF A DIFFERENT GOVERNING LAW (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND EFFECT OF PERFECTION OR PRIORITY OF THE SECURITY INTERESTS).

SECTION 5. Counterparts

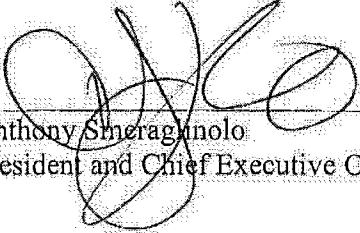
This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

DYNAMICS RESEARCH CORPORATION

By


Name: Anthony Smeraglio

Title: President and Chief Executive Officer

ENGILITY CORPORATION
TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 005205 FRAME: 0321

Accepted and Agreed:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: _____
Name: Roberto Salazar
Title: Vice President

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

	Trademark/Image if any	Application Number Application Date	Registration Number Registration Date	Owner
1.	MEDTEAMS	75611016 12/22/1998	2754719 8/26/2003	Dynamics Research Corporation
2.	ETCC	74622254 1/17/1995	1945607 1/2/1996	Dynamics Research Corporation
3.	EMERGENCY TEAM COORDINATION COURSE	74621666 1/17/1995	1921276 9/19/1995	Dynamics Research Corporation
4.	DRC	72095813 4/26/1960	0707199 11/15/1960	Dynamics Research Corporation
5.	DRC	72424969 5/19/1972	0979114 2/19/1974	Dynamics Research Corporation
6.	DRC	72163474 2/26/1963	0775122 8/11/1964	Dynamics Research Corporation