

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM303749

|                              |                   |
|------------------------------|-------------------|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT    |
| <b>NATURE OF CONVEYANCE:</b> | SECURITY INTEREST |

## CONVEYING PARTY DATA

| Name                                     | Formerly | Execution Date | Entity Type           |
|--|----------|----------------|-----------------------|
| ALION SCIENCE AND TECHNOLOGY CORPORATION |          | 05/02/2014     | CORPORATION: DELAWARE |
| ALION MA&D CORPORATION                   |          | 05/02/2014     | CORPORATION: COLORADO |

## RECEIVING PARTY DATA

|                        |   |
|------------------------|---|
| <b>Name:</b>           | WILMINGTON TRUST COMPANY, AS COLLATERAL AGENT |
| <b>Street Address:</b> | 1100 N. MARKET ST.                            |
| <b>City:</b>           | WILMINGTON                                    |
| <b>State/Country:</b>  | DELAWARE                                      |
| <b>Postal Code:</b>    | 19890   |
| <b>Entity Type:</b>    | CORPORATION: DELAWARE                         |

## PROPERTY NUMBERS Total: 13

| Property Type        | Number   | Word Mark                                |
|----------------------|----------|--|
| Registration Number: | 2977517  | ALIGNED WITH YOUR NEEDS                  |
| Registration Number: | 2863371  | ALION                                    |
| Registration Number: | 2848699  | A ALION SCIENCE AND TECHNOLOGY           |
| Registration Number: | 2863045  | M & S UNIVERSITY MSIAC MODELING AND SIMU |
| Registration Number: | 2525624  | PRISM                                    |
| Registration Number: | 3362416  | TOTAL CREW MODEL                         |
| Registration Number: | 3542495  | COUNTERMEASURES                          |
| Registration Number: | 2966884  | MICRO SAINT                              |
| Serial Number:       | 85797914 | RIVERBANK ACOUSTICAL LABORATORIES        |
| Serial Number:       | 85797948 | WASHINGTON CONSULTING                    |
| Serial Number:       | 86069859 | ALIGNED WITH YOUR NEEDS                  |
| Serial Number:       | 86069731 | ALION                                    |
| Serial Number:       | 86069493 | A ALION SCIENCE AND TECHNOLOGY           |

## CORRESPONDENCE DATA

Fax Number: 4048853900

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via*  
**TRADEMARK**

**US Mail.**

**Phone:** 4048853770  
**Email:** andrew.regan@troutmansanders.com  
**Correspondent Name:** ANDREW REGAN PHD  
**Address Line 1:** 600 Peachtree St NE  
**Address Line 2:** #5200  
**Address Line 4:** ATLANTA, GEORGIA 30308

|                                |                      |
|--------------------------------|----------------------|
| <b>ATTORNEY DOCKET NUMBER:</b> | 236754.000053        |
| <b>NAME OF SUBMITTER:</b>      | ANDREW REGAN PHD     |
| <b>SIGNATURE:</b>              | /ANDREW REGAN 66970/ |
| <b>DATE SIGNED:</b>            | 05/06/2014           |

**Total Attachments: 6**

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## AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT

AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT dated as of May 2, 2014 (this "*Amendment*"), among ALION SCIENCE AND TECHNOLOGY CORPORATION, a Delaware corporation (the "*Borrower*"), ALION – MA&D CORPORATION, a Colorado corporation ("*MA&D*" and, together with the Borrower, each a "*Grantor*" and collectively the "*Grantors*"), and WILMINGTON TRUST COMPANY, as Collateral Agent (in such capacity, the "*Collateral Agent*").

### PRELIMINARY STATEMENT

Reference is made to (i) the Credit Agreement dated as of March 22, 2010, as amended and restated as of March 11, 2011 (as amended, modified, supplemented or restated, the "*Original Credit Agreement*"), among the Borrower, the lenders named therein (the "*Original Lenders*"), and Credit Suisse AG, Cayman Islands Branch, as administrative agent (in such capacity, the "*Original Administrative Agent*") for the Lenders, (ii) the Indenture dated as of March 22, 2010 (as amended, modified, supplemented or restated, the "*Indenture*"), among the Borrower, the guarantors party thereto, Wilmington Trust Company, as trustee (in such capacity, the "*Trustee*") and (iii) the Intercreditor Agreement dated as of March 22, 2010 (as amended, modified, supplemented or restated, the "*Intercreditor Agreement*"), among the Borrower, the other grantors party thereto, the Original Administrative Agent, the Trustee and the Collateral Agent.

Effective as of an even date herewith, the Original Administrative Agent entered into an Assignment and Acceptance (the "*Assignment and Acceptance*") with Wells Fargo Bank, National Association ("*Wells Fargo*"), and, pursuant thereto, assigned to Wells Fargo (x) all of its Assigned Interest (as defined in the Assignment and Acceptance) and (y) all of its obligations as Administrative Agent as set forth in the Original Credit Agreement, and, pursuant thereto, Wells Fargo accepted and assumed such Assigned Interest and such obligations as Administrative Agent under the Original Credit Agreement.

The Original Credit Agreement is being amended and restated in its entirety pursuant to that certain Second Amended and Restated Credit Agreement dated of even date herewith by and among Wells Fargo, as administrative agent for the Lenders named therein, (the "*Agent*"), Sole Lead Arranger, and Sole Book Runner, and the Borrower (as amended, amended and restated, replaced, supplemented or otherwise modified from time to time, the "*Replacement Credit Agreement*"). All obligations of the Loan Parties described in the Original Credit Agreement are being refinanced in their entirety by the lenders party to the Replacement Credit Agreement (the "*Lenders*").

Pursuant to the terms of the Security Agreement, as such term is defined in the Replacement Credit Agreement (as amended, modified, supplemented or restated, the "*Security Agreement*") and the Indenture, each Grantor granted to Collateral Agent a security interest in the Collateral (as defined in the Security Agreement), including without limitation all Trademark Collateral, as defined in the Trademark Security Agreement (the "*Trademark Collateral*") owned at any time by the Grantors, to secure the obligations of Borrower under the Original Credit Agreement (which has been replaced by the Replacement Credit Agreement) and

Indenture. In furtherance of the foregoing sentence, pursuant to that certain Trademark Security Agreement by and among the Grantors and Collateral Agent dated March 22, 2010 (as amended, modified, supplemented or restated, the "*Trademark Security Agreement*"), the Grantors granted to Collateral Agent a security interest in the Trademark Collateral to secure the obligations of Borrower under the Original Credit Agreement (which has been replaced by the Replacement Credit Agreement) and Indenture.

Wells Fargo and the other Lenders are willing to enter into the Replacement Credit Agreement, but only upon the condition, among others, that Grantors enter into this Amendment to make certain revisions to the Trademark Security Agreement as more fully set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned agree as follows:

SECTION 1. Terms. Capitalized terms used in this Amendment and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Amendment.

SECTION 2. Preliminary Statement. The Grantors acknowledge and agree that the above Preliminary Statement is true and correct in all material respects and that the same is incorporated herein and made a part hereof by reference.

SECTION 3. Reaffirmation of Security Interest by Grantors. Each Grantor hereby reaffirms its grant of a continuing Security Interest in all presently existing and later acquired Trademark Collateral to the Collateral Agent, its successors and assigns (on behalf of the Secured Parties) as security for the payment or performance, as the case may be, in full of the Obligations.

SECTION 4. Schedule I to Trademark Security Agreement. Schedule I of the Trademark Security Agreement is replaced in its entirety with Schedule I attached hereto. From and after the date of this Amendment, all references in the Trademark Security Agreement to Schedule I shall be deemed to refer to Schedule I attached hereto. The security interests granted to the Collateral Agent pursuant to the Trademark Security Agreement are granted to the Collateral Agent in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Amendment and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Limitation of Amendments. Except as expressly amended and supplemented hereby, the Trademark Security Agreement shall remain in full force and effect.

SECTION 6. Collateral Agent Disclaimer. The preliminary statements contained in this Amendment shall be taken as the statements of Borrower and the Grantors, and the Collateral Agent assumes no responsibility for their correctness. The Collateral Agent makes no representation as to the validity or sufficiency of this Amendment. All rights, protections,

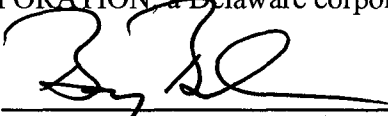
privileges, indemnities and benefits granted or afforded to the Collateral Agent under the Security Agreement shall be deemed incorporated herein by reference and shall be applicable to all actions taken, suffered or omitted by the Collateral Agent under this Amendment.

SECTION 7. Choice of Law. This Amendment shall be governed by, and construed in accordance with, the laws of the State of New York.

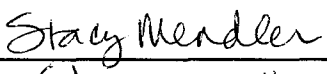
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IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the day and year first above written.

ALION SCIENCE AND TECHNOLOGY CORPORATION, a Delaware corporation

By:   
Name: Barry Broadus  
Title: Chief Financial Officer

ALION – MA&D CORPORATION, a Colorado corporation

By:   
Name: Stacy mendler  
Title: President

WILMINGTON TRUST COMPANY, as Collateral Agent,

By: Michael G. Oller, Jr.  
Name: Michael G. Oller, Jr.  
Title: Assistant Vice President

Schedule I

**Trademarks**

**Federally Registered Trademarks:**

| Title                                   | Status     | Registration Number | Registration Date | Owner                                    |
|---|------------|---------------------|-------------------|--|
| Aligned With Your Needs                 | Registered | 2,977,517           | 7/26/2005         | Alion Science and Technology Corporation |
| Alion                                   | Registered | 2,863,371           | 7/13/2004         | Alion Science and Technology Corporation |
| A Alion Science and Technology & Design | Registered | 2,848,699           | 6/1/2004          | Alion Science and Technology Corporation |
| M&S University & Design                 | Registered | 2,863,045           | 7/13/2004         | Alion Science and Technology Corporation |
| PRISM                                   | Registered | 2,525,624           | 1/1/2002          | Alion Science and Technology Corporation |
| Total Crew Model                        | Registered | 3,362,416           | 1/1/2008          | Alion- MA&D Corporation                  |
| Countermeasures                         | Registered | 3,542,495           | 12/9/2008         | Alion Science and Technology Corporation |
| Micro Saint                             | Registered | 2966884             | 7/12/05           | Alion- MA&D Corporation                  |

**Pending Federal Applications for Trademark Registration:**

| Title   | Status  | App. Ser. Number | Filing Date | Owner                                    |
|---|---------|------------------|-------------|--|
| RIVERBANK ACOUSTICAL LABORATORIES                     | Pending | 85/797914        | 12/7/2012   | Alion Science and Technology Corporation |
| WASHINGTON CONSULTING (stylized and/or with design)   | Pending | 85/797948        | 12/7/2012   | Alion Science and Technology Corporation |
| Aligned With Your Needs (updated g/s)                 | Pending | 86/069,859       | 9/19/2013   | Alion Science and Technology Corporation |
| Alion (updated g/s)                                   | Pending | 86/069,731       | 9/19/2013   | Alion Science and Technology Corporation |
| A Alion Science and Technology & Design (updated g/s) | Pending | 86/069,493       | 9/19/2013   | Alion Science and Technology Corporation |

**Selected Additional Unregistered Trademarks:**

MobSim™, SimViewer™, SmartMoves™, Core LS™, Measure of Total Integrated System Survivability™ (MOTISS™), Visualization of Belief Systems™ (VIBES™), Terrain Integrated Rough Earth Model™ (TIREM™), Mobile Support Technologies and Repair™ (mSTAR™), PMOnline™, AIDE™, CARP/ACFS™, Predictive Enterprise Management System™ (PEMST™), and Integrated Performance Modeling Environment™ (IPME™), ShopSite™, ECAT™, SharpTalk360™, ISMAT™, CSDT™, MIDA™, C3TRACE™, EMAT™, Delta3D™, MRT3™, PACT3™, P3™, DVTE™, ATAS™, VMPA™, AIRBOSS™, RIVEO™, GeoSM™, IMPRINT™, FastShip™, VisualSMP™, CARP ACFS™, ADAT™, H-FAST™, CIRCAS™, MITAS™, JPAS™, ARMOR™, Spectrum XXI™, PME™, PRAS™, SharpProject™, ShopSite™, META™, TacWISE™, MTPAT™, Alion Semantic Mediator™, TIREM™, and SBGL™.