

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM305595

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Lien Grant of Security Interest in Trademark Rights		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TASC, Inc.		05/23/2014	CORPORATION: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Barclays Bank PLC, as Collateral Agent		
Street Address:	745 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Public Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	1172637	TASC	
Registration Number:	4115094	ASSURENET	
Registration Number:	4220167	TASC	
Registration Number:	4220166	TASC	
Registration Number:	4354368	TASC	
Registration Number:	4289442	TERANET	
Registration Number:	4430401	CYBERWARRIOR	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; 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:	043546-0018		

CH \$190.00 1172637

NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/s/ Angela M. Amaru
DATE SIGNED:	05/27/2014
Total Attachments: 5 source=TASC First Lien Trademark Security Agr 043546-0018#page1.tif source=TASC First Lien Trademark Security Agr 043546-0018#page2.tif source=TASC First Lien Trademark Security Agr 043546-0018#page3.tif source=TASC First Lien Trademark Security Agr 043546-0018#page4.tif source=TASC First Lien Trademark Security Agr 043546-0018#page5.tif	

FIRST LIEN GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This FIRST LIEN GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS, dated as of May 23, 2014 (as amended, supplemented or otherwise modified from time to time, the "Agreement"), is made by TASC, Inc., a Massachusetts corporation, with an address of 4801 Stonecroft Boulevard, Chantilly, VA 20151 (the "Grantor") in favor of Barclays Bank PLC, a public limited company, with an address of 745 Seventh Ave., New York, NY 10019, as collateral agent (in such capacity and together with its successors, the "Collateral Agent") for the banks and other financial institutions or entities (the "Lenders") from time to time parties to the First Lien Credit Agreement, dated as of May 23, 2014 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among TASC Parent Corporation, a Delaware corporation, TASC, Inc., a Massachusetts corporation, the Lenders party thereto and Barclays Bank PLC, as administrative agent and Collateral Agent.

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantor shall have executed and delivered that certain First Lien Guarantee and Collateral Agreement, dated as of May 23, 2014, in favor of the Collateral Agent (as amended, supplemented, replaced or otherwise modified from time to time, the "Collateral Agreement"); and

WHEREAS, under the terms of the Collateral Agreement, the Grantor has granted to the Collateral Agent a security interest in all Intellectual Property of the Grantor, including the Trademarks, and has agreed as a condition thereof to execute this Agreement for recording with the United States Patent and Trademark Office.

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

SECTION 1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement, and, if not therein defined, in the Credit Agreement.

SECTION 2. Grant of Security. The Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in and to all of such Grantor's right, title and interest in and to the Trademarks (including, without limitation, those items listed on Schedule A hereto), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations.

SECTION 3. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement.

SECTION 4. Execution in Counterparts. This Agreement may be executed in any number of counterparts (including by telecopy), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York without regard to principles of conflicts of laws that would result in the application of any law other than the law of the State of New York.

SECTION 6. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to those set forth in the Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are in conflict with the Collateral Agreement or the Credit Agreement, the provisions of the Collateral Agreement or the Credit Agreement shall govern.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

TASC, INC.,
as Grantor

By: Wayne Rehberger
Name: Wayne Rehberger
Title: Senior Vice President & Chief Financial Officer

BARCLAYS BANK PLC,
as Collateral Agent

By: _____

Name:

Craig J. Malloy

Title:

Director

TASC, INC.




FIRST LIEN GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

TRADEMARK

REEL: 005286 FRAME: 0485

Schedule A

U.S. Trademark Registrations and Applications

Trademark/Image if any		Application Number Application Date	Registration Number Registration Date
I.	TASC	73223006 7/12/1979	1172637 10/6/1981
II.	ASSURENET AssureNet	85975933 6/17/2010	4115094 3/20/2012
III.	TASC 	85207204 12/29/2010	4220167 10/9/2012
IV.	TASC 	85206406 12/28/2010	4220166 10/9/2012
V.	TASC 	85197087 12/14/2010	4354368 6/18/2013
VI.	TERANET TERANet	85084378 7/14/2010	4289442 2/12/2013
VII.	CYBERWARRIOR CyberWarrior	77969427 3/26/2010	4430401 11/12/2013