

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM316459

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Third Lien Trademark Security Agreement
SEQUENCE:	3

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Alion Science and Technology Corporation		08/18/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wilmington Trust, National Association
Street Address:	1100 North Market Street
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19890
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 11

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:	3542495	COUNTERMEASURES
Registration Number:	4417353	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: 7147558290

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.

Phone: 714-540-1235

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive, Suite 2000

TRADEMARK

Address Line 4:	Costa Mesa, CALIFORNIA 92626
ATTORNEY DOCKET NUMBER:	049646-0121
NAME OF SUBMITTER:	Anna T Kwan
SIGNATURE:	/atk/
DATE SIGNED:	09/09/2014
Total Attachments: 5 source=Alion Science - Third Lien Trademark Security Agreement (Executed) rpdf#page1.tif source=Alion Science - Third Lien Trademark Security Agreement (Executed) rpdf#page2.tif source=Alion Science - Third Lien Trademark Security Agreement (Executed) rpdf#page3.tif source=Alion Science - Third Lien Trademark Security Agreement (Executed) rpdf#page4.tif source=Alion Science - Third Lien Trademark Security Agreement (Executed) rpdf#page5.tif	

THIRD LIEN TRADEMARK SECURITY AGREEMENT

This **THIRD LIEN TRADEMARK SECURITY AGREEMENT**, dated as of August 18, 2014 (as it may be amended, restated, supplemented or otherwise modified from time to time, this **“Agreement”**), is made by the entities identified as grantors on the signature pages hereto (collectively, the **“Grantors”**) in favor of Wilmington Trust, National Association, as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the **“Collateral Agent”**).

WHEREAS, the Grantors are party to a Third Lien Pledge and Security Agreement dated as of August 18, 2014 (as it may be amended, restated, supplemented or otherwise modified from time to time, the **“Pledge and Security Agreement”**) between each of the Grantors and the other grantors party thereto and the Collateral Agent pursuant to which the Grantors granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

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

SECTION 1. Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. Each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the **“Trademark Collateral”**):

all United States, and foreign trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications listed in Schedule A attached hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit 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.

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 Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security 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 Pledge and Security Agreement or the Intercreditor Agreement, the provisions of the Pledge and Security Agreement or the Intercreditor Agreement, as applicable, shall control.

SECTION 4. Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

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. Delivery of an executed signature page of this Agreement by facsimile or other electronic transmission (e.g., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart hereof.

[Remainder of page intentionally left blank]

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

**ALION SCIENCE AND TECHNOLOGY
CORPORATION,**

as Grantor

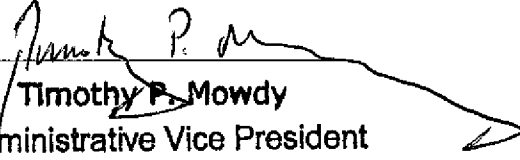
By: 
Name: Barry Broadus
Title: Chief Financial Officer

[Signature Page to Third Lien Trademark Security Agreement]

**TRADEMARK
REEL: 005359 FRAME: 0443**

Accepted and Agreed:

Wilmington Trust, National Association,
as Collateral Agent

By: 
Name: **Timothy P. Mowdy**
Title: **Administrative Vice President**

[Signature Page to Third Lien Trademark Security Agreement]

TRADEMARK
REEL: 005359 FRAME: 0444

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Federally Registered Trademarks:

<u>Title</u>	<u>Status</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Owner</u>
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
RIVERBANK ACOUSTICAL LABORATORIES	Registered	4417353	10/15/2013	Alion Science and Technology Corporation

Pending Federal Applications for Trademark Registration:

<u>Title</u>	<u>Status</u>	<u>App. Ser. Number</u>	<u>Filing Date</u>	<u>Owner</u>
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

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