

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM330212

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
US Investigations Services, Professional Services Division, Inc.		01/15/2015	CORPORATION: VIRGINIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Royal Bank of Canada, as Administrative Agent		
<b>Street Address:</b>	20 King Street West		
<b>City:</b>	Toronto, Ontario		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5H1C4		
<b>Entity Type:</b>	Bank: CANADA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3600097	OASIS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2124552502		
<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>			
<b>Phone:</b>	(212) 455-2895		
<b>Email:</b>	ksolomon@stblaw.com		
<b>Correspondent Name:</b>	Samantha J. Himelman, Esq.		
<b>Address Line 1:</b>	Simpson Thacher & Bartlett LLP		
<b>Address Line 2:</b>	425 Lexington Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10017		
<b>ATTORNEY DOCKET NUMBER:</b>	080599/0100		
<b>NAME OF SUBMITTER:</b>	Samantha J. Himelman		
<b>SIGNATURE:</b>	/sjh/		
<b>DATE SIGNED:</b>	01/27/2015		
<b>Total Attachments: 5</b>			
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GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), effective as of January 15, 2015 is made by US INVESTIGATIONS SERVICES, PROFESSIONAL SERVICES DIVISION, INC., a Virginia corporation, located at 7799 Leesburg Pike, 3rd Floor, Falls Church, VA 22043 (the "Grantor"), in favor of Royal Bank of Canada, located at 4th Floor, 20 King Street West, Toronto, Ontario M5H1C4, as Administrative Agent (the "Agent") for the Lenders (as defined below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement dated as of July 17, 2012, by and among PAE Holding Corporation, a Delaware corporation ("Holdings"), Pacific Architects and Engineers Incorporated, a California corporation (the "Borrower"), the Agent, the lending and other financial institutions from time to time party thereto as lenders (the "Lenders") and the other parties thereto (as amended by the Incremental Amendment dated as of July 19, 2013, as amended and restated by the First Amendment to the Credit Agreement and Second Incremental Amendment dated as of December 4, 2013, and as amended by the Second Amendment and Waiver dated as of April 30, 2014 and the Third Amendment and Waiver dated as of May 15, 2014 and as otherwise amended, supplemented, restated, or otherwise modified from time to time, the "Credit Agreement"), the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, Holdings and certain of its subsidiaries have executed and delivered a Guarantee and Collateral Agreement, dated as of July 17, 2012, in favor of the Agent for the ratable benefit of the Secured Parties (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the foregoing, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor hereby agrees, for the ratable benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants a security interest in, and a right of setoff against, and agree to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of its right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto)

(the “Collateral”), to the Agent for the ratable benefit of the Secured Parties to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

US INVESTIGATIONS SERVICES,  
PROFESSIONAL SERVICES DIVISION,  
INC., as Grantor,

by



Name: Kevin Sullivan

Title: Treasurer

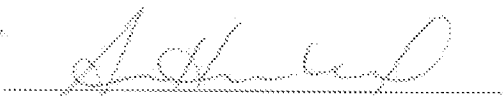
[Signature Page -- Trademark Security Agreement]

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**TRADEMARK**  
**REEL: 005447 FRAME: 0849**

ROYAL BANK OF CANADA, as Agent,

by



Name: Ann Hurley

Title: Manager, Agency

## U.S. Trademark Registrations

<b>Trademark</b>	<b>Registrant / Grantor</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Jurisdiction</b>
OASIS	US Investigations Services, Professional Services Division, Inc.	3,600,097	March 31, 2009	United States

## Pending Trademark Applications

None.