

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM330699

<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>
VSE CORPORATION		01/28/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CITIZENS BANK OF PENNSYLVANIA, AS ADMINISTRATIVE AGENT		
<b>Street Address:</b>	8614 Westwood Center Drive		
<b>Internal Address:</b>	Suite 250		
<b>City:</b>	Vienna		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	22182		
<b>Entity Type:</b>	State Chartered Bank: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3195557	TEAMWBI.COM	
<b>Registration Number:</b>	3267054	WB WHEELER BROS., INC.	
<b>Registration Number:</b>	3284154	WB	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3012302891		
<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>	(301) 255-0558		
<b>Email:</b>	nmanning@shulmanrogers.com		
<b>Correspondent Name:</b>	Nancy Manning		
<b>Address Line 1:</b>	12505 Park Potomac Avenue		
<b>Address Line 2:</b>	6th Floor		
<b>Address Line 4:</b>	Potomac, MARYLAND 20814		
<b>ATTORNEY DOCKET NUMBER:</b>	117862.00008		
<b>NAME OF SUBMITTER:</b>	Nancy Manning		
<b>SIGNATURE:</b>	/Nancy Manning/		
<b>DATE SIGNED:</b>	02/02/2015		
<b>Total Attachments: 6</b>			

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## ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY INTEREST

ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY INTEREST, dated as of January 22, 2015 (this "Assignment"), made by VSE CORPORATION, a Delaware corporation, each of its subsidiaries or affiliates as a signatory party hereto and each other "Borrower" party from time to time to the hereinafter defined Loan Agreement (collectively, the "Borrowers") in favor of CITIZENS BANK OF PENNSYLVANIA, a Pennsylvania state chartered bank ("Citizens Bank"), acting in the capacity as administrative agent for the hereinafter defined Lenders ("Administrative Agent"). Capitalized terms used and not otherwise defined herein shall have the meanings attributed to such terms in the hereinafter defined Loan Agreement.

### WITNESSETH:

WHEREAS, pursuant to that certain Third Amended and Restated Business Loan and Security Agreement dated as of the date hereof (the "Loan Agreement"), by and among (a) the Borrowers, (b) the Administrative Agent, and (c) Citizens Bank, acting in its capacity as the Swing Line Lender and as a Lender, and each other "Lender" party thereto from time to time (the "Lenders"), and to further evidence and perfect the Administrative Agent's lien on the Collateral (as defined in the Loan Agreement), the Borrowers have agreed to execute and deliver this Assignment to the Administrative Agent.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrowers hereby agree as follows:

I. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

II. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY. The Borrowers hereby assign and transfer to the Administrative Agent and hereby grants to the Administrative Agent, for the ratable benefit of the Lenders, a continuing security interest in all of each Borrower's right, title and interest in, to and under all patents, patent applications, trademarks, trademark applications, copyrights, copyright applications, trade names, trade secrets and licenses owned or utilized by such Borrower (collectively, the "Intellectual Property Collateral"), including the patents, patent applications, trademarks, trademark applications, copyrights, copyright applications, trade names, trade secrets and licenses set forth on Schedule A attached to this Assignment. It is expressly understood and agreed that the foregoing grant and conveyance of a security interest in the Intellectual Property Collateral is in addition to or confirmation of (and not replacement of) the grant and conveyance of a security interest in the Intellectual Property Collateral which was previously made pursuant to or in accordance with the Existing Loan Agreement, the Intellectual Property Security Agreement dated as of June 6, 2011 (as amended, modified or restated from time to time, the "IP Security Agreement"), made by certain of the Borrowers in favor of Citizens Bank, acting in its capacity as Administrative Agent, which IP Security Agreement is being amended and restated in its entirety pursuant to a certain Amended and Restated Intellectual Property Security Agreement dated the date hereof (amended, modified or restated from time to time, the "Amended and Restated IP Security Agreement") and the other Existing Loan Documents; that the liens created by such prior grant and conveyance of a

security interest in the Intellectual Property Collateral remain in full force and effect; and that the grant of and conveyance of a security interest in the Intellectual Property Collateral pursuant hereto shall be supplemental to such prior grant and conveyance. The parties hereto agree that this Assignment is given as a continuation, modification and extension of the IP Security Agreement and the Amended and Restated IP Security Agreement and shall not constitute a novation thereof.

III. SECURITY AGREEMENT. The Borrowers hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Amended and Restated IP Security Agreement and the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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

WITNESS/ATTEST:

TH M. K.

**BORROWERS:**

VSE CORPORATION

By: M. A. Gauthier

Maurice A. Gauthier  
Chief Executive Officer, President and  
Chief Operating Officer

WITNESS/ATTEST:

TH M. K.

ENERGETICS INCORPORATED

By: M. A. Gauthier

Maurice A. Gauthier  
Director

WITNESS/ATTEST:

TH M. K.

INTEGRATED CONCEPTS AND RESEARCH  
CORPORATION

By: M. A. Gauthier

Maurice A. Gauthier  
Director

WITNESS/ATTEST:

TH M. K.

G&B SOLUTIONS, INC.

By: M. A. Gauthier

Maurice A. Gauthier  
Director

WITNESS/ATTEST:

TH M. K.

AKIMEDA, LLC

By: M. A. Gauthier

Maurice A. Gauthier  
Authorized Representative

WITNESS/ATTEST:

TH M. K.

WHEELER BROS., INC.

By: M. A. Gauthier

Maurice A. Gauthier  
Director

[Signature Pages to the Assignment of Intellectual Property Security Interest]  
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WITNESS/ATTEST:

Th M. K.

AVATAS AEROSPACE INC.

By: Maurice A. Gauthier  
Maurice A. Gauthier  
President

WITNESS/ATTEST:

Th M. K.

KANSAS AVIATION OF INDEPENDENCE,  
L.L.C.

By: AVATAS AEROSPACE INC., as Managing  
Member

By: Maurice A. Gauthier  
Maurice A. Gauthier  
President

WITNESS/ATTEST:

Th M. K.

CT AEROSPACE LLC

By: Maurice A. Gauthier  
Maurice A. Gauthier  
Manager

WITNESS/ATTEST:

Th M. K.

AIR PARTS HOLDING INC.

By: Maurice A. Gauthier  
Maurice A. Gauthier  
President

WITNESS/ATTEST:

Th M. K.

AIR PARTS & SUPPLY CO.

By: Maurice A. Gauthier  
Maurice A. Gauthier  
President

WITNESS/ATTEST:

Th M. K.

PRIME TURBINES LLC

By: Maurice A. Gauthier  
Maurice A. Gauthier  
Manager

[Signature Pages to the Assignment of Intellectual Property Security Interest]  
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WITNESS/ATTEST:

TH M. K.

VSE AVIATION, INC.

By: M. A. Gauthier

Maurice A. Gauthier  
President

WITNESS/ATTEST:

TH M. K.

VSE INTERNATIONAL CORP.

By: M. A. Gauthier

Maurice A. Gauthier  
President

*{Signature Pages to the Assignment of Intellectual Property Security Interest}*

Exhibit A

<u>BORROWER</u>	<u>INTELLECTUAL PROPERTY</u>	<u>REGISTRATION NUMBER (OR APPLICATION SERIAL NUMBER)</u>	<u>REGISTRATION (OR FILING DATE)</u>
Wheeler Bros.	Service Mark	3,195,557	January 9, 2007
Wheeler Bros.	Service Mark	3,267,054	July 24, 2007
Wheeler Bros.	Service Mark	3,284,154	August 28, 2007
Wheeler Bros.	U.S. Patent application titled Vehicle Stowable Shelving Unit invented by Christopher Mowry, et. al.	14/141,152	Filed December 26, 2013