

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM333564

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Release of Security Interest		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bank of America, N.A.		02/26/2015	Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Engility Corporation		
<b>Street Address:</b>	3750 Centerview Drive		
<b>City:</b>	Chantilly		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	20151		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4236110	ENGILITY	
<b>Registration Number:</b>	2266440	MPRI	
<b>Serial Number:</b>	85382370	ENGILITY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	marina.kelly@thomsonreuters.com		
<b>Correspondent Name:</b>	Elaine Carrera, Legal Assistant		
<b>Address Line 1:</b>	80 Pine Street		
<b>Address Line 2:</b>	c/o Cahill Gordon & Reindel LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10005		
<b>NAME OF SUBMITTER:</b>	Elaine Carrera, Legal Assistant		
<b>SIGNATURE:</b>	/Marina Kelly, Thomson Reuters/		
<b>DATE SIGNED:</b>	02/27/2015		
<b>Total Attachments: 4</b>			
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## RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), dated as of February 26, 2015 by BANK OF AMERICA, N.A., as Administrative Agent for the Secured Parties (as defined in the Collateral Agreement referred to below in such capacity and together with its successors and assigns, the "Agent"), in favor of in favor of ENGLITY CORPORATION (the "Grantor"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement (as defined below).

WHEREAS, the Grantor entered into that certain Collateral Agreement dated as of August 9, 2013 (as the same may be amended, restated, extended, supplemented or otherwise modified from time to time, the "Collateral Agreement"),

WHEREAS, pursuant to the Collateral Agreement, the Grantor executed and delivered that certain Notice of Grant of Security Interest in Trademarks dated as of August 9, 2013 (the "Notice of Grant of Security Interest") for recordation with the United States Patent and Trademark Office;

WHEREAS, the Notice of Grant of Security Interest was recorded with the United States Patent and Trademark Office on August 9, 2013 at Reel 5089, Frame 0149;

WHEREAS, pursuant to the Notice of Grant of Security Interest, the Grantor granted to the Agent for the ratable benefit of the Secured Parties a continuing security interest in and continuing lien upon the Trademarks, including the United States Trademarks identified on Schedule 1 hereto (the "Trademark Collateral"); and

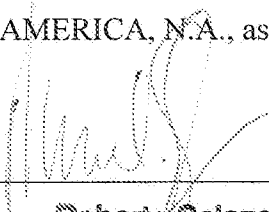
WHEREAS, the Agent desires to terminate and release the security interest in and lien upon the Trademark Collateral.

NOW, THEREFORE, for and in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby terminates, discharges and releases the security interest and lien on the Trademark Collateral, without representation, warranty, or recourse.

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IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized signatory effective as of the date first above written.

BANK OF AMERICA, N.A., as Agent

By:   
Name: Roberto Salazar  
Title: **Vice President**

**SCHEDULE A**  
to  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

	<b>Trademark/Image If Any</b>	<b>Application Number Application Date</b>	<b>Registration Number Registration Date</b>	<b>Status</b>	<b>Owner</b>
1.	ENGILITY	85382392 7/27/2011	4236110 11/6/2012	REGISTERED	Engility Corporation
2.	ENGILITY 	85382370 7/27/2011	---	ABANDONED	Engility Corporation
3.	MPRI 	75402974 12/10/1997	2266440 8/3/1999	REGISTERED	Engility Corporation