

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM333737

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Lien Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Engility Corporation		02/26/2015	CORPORATION: DELAWARE
Dynamics Research Corporation		02/26/2015	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:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	2266440	MPRI	
Registration Number:	4236110	ENGILITY	
Registration Number:	979114	DRC	
Registration Number:	775122	DRC	
Registration Number:	707199	DRC	
Registration Number:	4635942	D3IA	
Registration Number:	1921276	EMERGENCY TEAM COORDINATION COURSE	
Registration Number:	1945607	ETCC	
Registration Number:	2754719	MEDTEAMS	
Serial Number:	85382392	ENGILITY	
Serial Number:	85382370	ENGILITY	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	marina.kelly@thomsonreuters.com		
Correspondent Name:	Elaine Carrera, Legal Assistant		
Address Line 1:	80 Pine Street		

OP \$290.00 2266440

Address Line 2:	c/o Cahill Gordon & Reindel LLP
Address Line 4:	New York, NEW YORK 10005

NAME OF SUBMITTER:	Elaine Carrera, Legal Assistant
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SIGNATURE:	/Marina Kelly, Thomson Reuters/
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DATE SIGNED:	03/02/2015
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Total Attachments: 8

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**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

1. Engility Corporation
2. Dynamics Research Corporation

- ☐ Individual(s) ☐ Association
☐ Partnership ☐ Limited Partnership
☒ Corporation- State: 1. DE; 2. MA
☐ Other _____

Citizenship (see guidelines) USA

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) February 26, 2015

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other First Lien Security Interest

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Barclays Bank PLC, as Collateral Agent

Street Address: 745 Seventh Avenue

City: New York

State: NY

Country: USA Zip: 10019

- ☐ Individual(s) Citizenship _____
☐ Association Citizenship _____
☐ Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____
☒ Other Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See Schedule A

B. Trademark Registration No.(s)

See Schedule A

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

11

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- ☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera

Signature

February 26, 2015

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**TRADEMARK
REEL: 005469 FRAME: 0526**

IP SECURITY AGREEMENT

GRANT OF SECURITY INTEREST IN TRADEMARK, PATENT AND COPYRIGHT RIGHTS

This FIRST LIEN GRANT OF SECURITY INTEREST IN TRADEMARK, PATENT AND COPYRIGHT RIGHTS, dated as of February 26, 2015 (as amended, supplemented or otherwise modified from time to time, the "Agreement"), is made by Engility Corporation, a Delaware corporation, and Dynamics Research Corporation, a Massachusetts corporation (collectively, the "Grantor"), in favor of Barclays Bank PLC, 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 by that certain First Amendment to First Lien Credit Agreement dated as of December 18, 2014 and by that certain Second Amendment Agreement dated as of February 26, 2015 and as further 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, Patents and Copyrights, and has agreed as a condition thereof to execute this Agreement for recording with the United States Patent and Trademark Office and the United States Copyright 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, Patents and Copyrights (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 Register of Copyrights and 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.

[remainder of this page intentionally left blank]

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

GRANTOR:

ENGILITY CORPORATION

By: 

Name: Anthony Smeraglinolo

Title: President and Chief Executive Officer

DYNAMICS RESEARCH CORPORATION

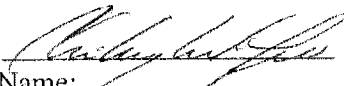
By: 

Name: Anthony Smeraglinolo

Title: President and Chief Executive Officer

[Signature Page to IP Security Agreement (1st Lien)]

BARCLAYS BANK PLC,
as Collateral Agent

By: 
Name: Christopher R. Lee
Title: Assistant Vice President

Schedule A

COPYRIGHTS AND COPYRIGHT LICENSES

<u>Title</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Owner</u>
Cycle interpolation monochip metallization mask work, MLA3454A	MW0000001798	7/28/1986	Dynamics Research Corporation
Data accessor for Digital Equipment Corporation's VAX computer	TXu000302267	10/26/1987	Dynamics Research Corporation
Data accessor for the Honeywell DPS-8	TXu000302266	10/26/1987	Dynamics Research Corporation
Expense tracking and planning system (ETAPS) reports	TX0005953722	4/01/2004	Dynamics Research Corporation
First ten pages of network interface for the I B M PC	TXu000302553	10/26/1987	Dynamics Research Corporation
Network supervisor for Digital Equipment Corporation's VAX computer	TXu000302254	10/26/1987	Dynamics Research Corporation
Joint Range Extender underlying software	Unregistered	Unregistered	Engility Corporation



PATENTS AND PATENT LICENSES

<u>Patent Title</u>	<u>Application/ Registration No.</u>	<u>Filing Date/Issued Date</u>	<u>Status</u>	<u>Owner</u>
Method of Environmental Performance Measurement	App No. 09/792,044/ Reg. No. 6,509,730	Filed: February 26, 2001 Issued: January 21, 2003	Expired due to non- payment of main- tenance	Engility Corporation

fees

SLMCO Water Purification System	App No. 12/958,223	Filed: December 1, 2010	PENDING	Engility Corporation
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TRADEMARKS AND TRADEMARK LICENSES

<u>Trademark/Image if any</u>	<u>Application/ Registration No.</u>	<u>Filing Date/Issued Date</u>	<u>Status</u>	<u>Owner</u>
MPRI	2266440	Filed: December 10, 1997 Issued: August 3, 1999	LIVE	Engility Corporation
ENGILITY	4236110	Filed July 27, 2011 App No. 85382392 Issued: November 6, 2012	LIVE	Engility Corporation
ENGILITY	App No. 85382370	Filed July 27, 2011	Abandoned	Engility Corporation
DRC	0979114	Issued: February 19, 1974	LIVE	Dynamics Research Corporation
	0775122	Filed: February 26, 1963 Issued: August 11, 1964	LIVE	Dynamics Research Corporation
	0707199	Filed April 26, 1960 Issued: November 15, 1960	Abandoned	Dynamics Research Corporation

D3IA	4635942	Filed: January 14, 2014	LIVE	Engility Corporation
		Issued: November 11, 2014		
EMERGENCY TEAM COORDINATION COURSE	1921276	Filed: January 17, 1995	LIVE	Dynamics Research Corporation
		Issued: September 19, 1995		
ETCC	1945607	Filed: January 17, 1995	LIVE	Dynamics Research Corporation
		Issued: January 2, 1996		
MEDTEAMS	2754719	Filed: December 22, 1998	LIVE	Dynamics Research Corporation
		Issued: August 26, 2003		

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