

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM363935

| | | | |
|-----------------------------------|--|--|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| SRA International, Inc. | | 11/30/2015 | CORPORATION: VIRGINIA |
| RECEIVING PARTY DATA | | | |
| Name: | MUFG Union Bank, N.A., as Collateral Agent | | |
| Street Address: | 1251 Avenue of the Americas | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10020 | | |
| Entity Type: | National Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 32 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4746002 | ACUITY INSIGHTFUL SOLUTIONS | |
| Registration Number: | 4362606 | AGILE FOR GOV | |
| Registration Number: | 4406396 | A4G | |
| Registration Number: | 2217840 | CAL/GANG | |
| Registration Number: | 4013842 | CYBERGAMI | |
| Registration Number: | 4061242 | CYBERLOCK | |
| Registration Number: | 4723343 | D4G | |
| Registration Number: | 4697518 | DEVOPS FOR GOV | |
| Registration Number: | 3110771 | DOCMATCHER | |
| Registration Number: | 2376468 | ELITE | |
| Registration Number: | 4666472 | ENDURING VALUES. INSPIRED PERFORMANCE. | |
| Registration Number: | 2220920 | GANGNET | |
| Registration Number: | 2995955 | HONESTY AND SERVICE | |
| Registration Number: | 4792338 | ITSM4GOV | |
| Registration Number: | 2664915 | NETOWL | |
| Registration Number: | 3790983 | ONE VIEW | |
| Registration Number: | 2030456 | ORIONLEADS | |
| Registration Number: | 2308361 | | |
| Registration Number: | 3497804 | P2RMIS | |

CH \$815.00 4746002

| Property Type | Number | Word Mark |
|----------------------|---------|-------------------------|
| Registration Number: | 3076099 | PILLAR |
| Registration Number: | 3719790 | S.T.A.R.T. |
| Registration Number: | 2094996 | SRA |
| Registration Number: | 2097456 | SRA |
| Registration Number: | 2177402 | SRA INTERNATIONAL, INC. |
| Registration Number: | 2296347 | SRA INTERNATIONAL, INC. |
| Registration Number: | 2912388 | SRA INTERNATIONAL, INC. |
| Registration Number: | 2909984 | SRA |
| Registration Number: | 4619771 | STRATIFY |
| Registration Number: | 4350539 | RIDGE |
| Registration Number: | 4350540 | RIDGE |
| Registration Number: | 4402440 | WELL WITHIN |
| Registration Number: | 4843156 | GOVCYBER |

CORRESPONDENCE DATA

Fax Number: 2127514864
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: 2129061200
Email: angela.amaru@lw.com
Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru
Address Line 1: 885 Third Avenue
Address Line 2: Suite 1000
Address Line 4: New York, NEW YORK 10022

| | |
|--------------------------------|---------------------|
| ATTORNEY DOCKET NUMBER: | 045777-0036 |
| NAME OF SUBMITTER: | Angela M. Amaru |
| SIGNATURE: | /s/ Angela M. Amaru |
| DATE SIGNED: | 11/30/2015 |

Total Attachments: 6
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source=(Star - Trademark Security Agreement (SRA) - Executed 11 3 #page6.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Trademark Security Agreement**”) is entered into as of November 30, 2015, by and among **SRA INTERNATIONAL, INC.** (“**Grantor**”) and **MUFG UNION BANK, N.A.**, in its capacity as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”).

WITNESSETH:

WHEREAS, Grantor is party to a Collateral Agreement, dated as of November 27, 2015 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented and/or otherwise modified, the “**Collateral Agreement**”), in favor of the Collateral Agent pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement (as defined in the Collateral Agreement), Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Collateral Agreement and used herein have the meaning given to them in the Collateral Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Grantor hereby pledges, assigns and grants to the Collateral Agent, on behalf of and for the benefit of the Secured Parties, a security interest in and to all of its right, title and interest in, to and under all the following Collateral owned by Grantor (collectively, the “**Trademark Collateral**”):

- (a) Trademarks owned by Grantor listed on Schedule I attached hereto;
- (b) all goodwill of the business symbolized by such Trademarks; and
- (c) all proceeds of any and all of the foregoing.

SECTION 3. Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Collateral Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Collateral Agreement (and are expressly subject to the terms and conditions thereof). In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall control.

SECTION 4. Termination or Release.

(a) This Trademark Security Agreement shall terminate upon the termination of the Collateral Agreement in accordance with its terms.

(b) Grantor shall automatically be released from its obligations hereunder and the security interests created hereunder in the Trademark Collateral of Grantor shall be automatically released in the circumstances set forth in Section 9.08 of the Credit Agreement, including as a result of any transaction permitted under the Credit Agreement pursuant to which Grantor ceases to be a Subsidiary of the Company.

(c) Upon any sale, transfer or other disposition by Grantor of any Trademark Collateral that is permitted under Section 4.1(d) of the Collateral Agreement to any Person that is not another Grantor thereunder, or upon the effectiveness of any written consent to the release of the security interest granted hereby in any Trademark Collateral as set forth in Section 9.08 of the Credit Agreement, the security interest in such Trademark Collateral shall be automatically released.

(d) The security interest in any Trademark Collateral shall be automatically released in any circumstance set forth in Section 9.08 of the Credit Agreement or upon any release of the Lien on such Trademark Collateral in accordance with Section 9.08 of the Credit Agreement.

(e) In connection with any termination or release pursuant to Section 4(a), (b), (c) or (d), the Collateral Agent shall promptly execute, acknowledge and deliver to Grantor, an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement and shall perform such other actions reasonably requested by Grantor to effect such release.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, 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. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

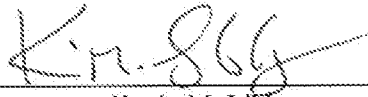
SECTION 6. Intercreditor Agreement(s). NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT(S) (IF ANY). IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF THE INTERCREDITOR AGREEMENT(S) AND THIS AGREEMENT, THE PROVISIONS OF ANY INTERCREDITOR AGREEMENT(S) WILL GOVERN AND CONTROL.

SECTION 7. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

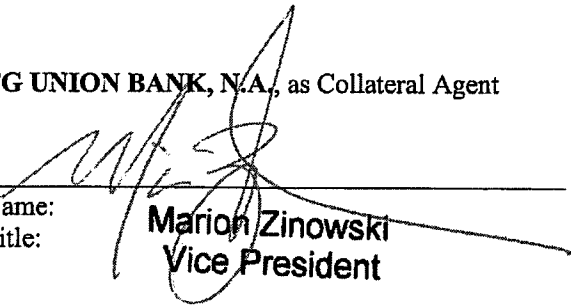
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IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be duly executed as of the date first above written.

SRA INTERNATIONAL, INC., as Grantor

By: 
Name: Kevin M. Libby
Title: Treasurer

MUFG UNION BANK, N.A., as Collateral Agent

By: 
Name: Marion Zinowski
Title: Vice President

Trademark Security Agreement

TRADEMARK
REEL: 005678 FRAME: 0066

Schedule I

Trademarks Owned by SRA International, Inc.

| <u>Owner</u> | <u>Mark</u> | <u>Filing Date/Registration Date</u> | <u>Serial No./Registration No.</u> |
|-------------------------|--|--------------------------------------|------------------------------------|
| SRA International, Inc. | Acuity Insightful Solutions | 6/2/2015 | 4,746,002 |
| SRA International, Inc. | Agile For Gov | 7/2/2013 | 4362606 |
| SRA International, Inc. | A4G | 9/24/2013 | 4406396 |
| SRA International, Inc. | Cal/Gang | 1/12/1999 | 2,217,840 |
| SRA International, Inc. | Cybergami | 8/16/2011 | 4013842 |
| SRA International, Inc. | CyberLock | 11/22/2011 | 4061242 |
| SRA International, Inc. | D4G | 4/21/2015 | 4723343 |
| SRA International, Inc. | DevOps for Gov | 3/3/2015 | 4697518 |
| SRA International, Inc. | DocMatcher | 6/27/2006 | 3,110,771 |
| SRA International, Inc. | Elite | 8/15/2000 | 2,376,468 |
| SRA International, Inc. | Enduring Values. Inspired Performance. | 1/6/2015 | 4666472 |
| SRA International, Inc. | GangNet | 1/26/1999 | 2,220,920 |
| SRA International, Inc. | Honesty and Service | 9/13/2005 | 2,995,955 |
| SRA International, Inc. | ITSM4GOV | 8/11/2015 | 4,792,338 |
| SRA International, Inc. | NetOwl | 12/24/2002 | 2,664,915 |
| SRA International, Inc. | One View | 5/18/2010 | 3,790,983 |
| SRA International, Inc. | ORIONLeads | 1/14/1997 | 2,030,456 |
| SRA International, Inc. | Owl Design | 1/18/2000 | 2,308,361 |
| SRA International, Inc. | P2RMIS | 9/9/2008 | 3,497,804 |

| | | | |
|-------------------------|----------------------------------|------------|-----------|
| SRA International, Inc. | PILLAR | 4/4/2006 | 3,076,099 |
| SRA International, Inc. | S.T.A.R.T. | 12/1/2009 | 3,719,790 |
| SRA International, Inc. | SRA | 9/9/1997 | 2,094,996 |
| SRA International, Inc. | SRA | 9/16/1997 | 2,097,456 |
| SRA International, Inc. | SRA International & Design | 7/28/1998 | 2,177,402 |
| SRA International, Inc. | SRA International & Design | 11/30/1999 | 2,296,347 |
| SRA International, Inc. | SRA International & Design | 12/21/2004 | 2,912,388 |
| SRA International, Inc. | SRA | 12/14/2004 | 2,909,984 |
| SRA International, Inc. | STRATIFY | 10/14/2014 | 4,619,771 |
| SRA International, Inc. | RIDGE logo | 6/11/2013 | 4,350,539 |
| SRA International, Inc. | RIDGE | 6/11/2013 | 4,350,540 |
| SRA International, Inc. | Well Within | 9/17/2013 | 4,402,440 |
| SRA International, Inc. | GovCyber | 10/27/2015 | 4843156 |