

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM388385

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DYNCORP International LLC		06/15/2016	Limited Liability Company: DELAWARE
Phoenix Consulting Group, LLC		06/15/2016	Limited Liability Company: ALABAMA
Casals & Associates, Inc.		06/15/2016	Corporation: VIRGINIA
RECEIVING PARTY DATA			
Name:	Wilmington Trust National Banking Association		
Street Address:	246 Goose Lane, Suite 105		
City:	Guilford		
State/Country:	CONNECTICUT		
Postal Code:	06437		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	3707854	RESPONDANET	
Registration Number:	4143394	DI MOBILE	
Registration Number:	4325297	DYNCORP INTERNATIONAL	
Registration Number:	4325298	DYNCORP INTERNATIONAL	
Registration Number:	4409453	PHOENIX TRAINING CENTER	
Registration Number:	4356339	PHOENIX CONSULTING GROUP, LLC	
Registration Number:	4410660	WE SERVE TODAY FOR A BETTER TOMORROW	
Serial Number:	75864274		
Serial Number:	85279437	WE SERVE TODAY FOR A SAFE TOMORROW	
Serial Number:	85294304	THE RESPONSIBILITIES ARE GREAT	
Serial Number:	85295989	SERVING TODAY FOR A BETTER TOMORROW	
Serial Number:	77664297	WE SERVE TODAY FOR A SAFE TOMORROW	
CORRESPONDENCE DATA			
Fax Number:	2028874288		
<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>			
TRADEMARK			

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Phone: 202-887-4000
Email: dc_ipdocketing@akingump.com, dlee@akingump.com
Correspondent Name: David C, Lee
Address Line 1: Akin Gump Strauss Hauer & Feld LLP
Address Line 2: 1333 New Hampshire Avenue, NW
Address Line 4: Washington, D.C. 20036-1564

ATTORNEY DOCKET NUMBER: 689370.0005

NAME OF SUBMITTER: Molly G. Barr

SIGNATURE: /Molly G. Barr/

DATE SIGNED: 06/17/2016

Total Attachments: 7

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Reference is made to the Intercreditor Agreement, dated as of June 15, 2016, between BANK OF AMERICA, N.A., as Priority Lien Agent (as defined therein), WILMINGTON TRUST, NATIONAL ASSOCIATION, as Second Lien Collateral Trustee (as defined therein) and DYNCORP FUNDING LLC, as Third Lien Collateral Trustee (as defined therein) (the “Intercreditor Agreement”). Each Person that is secured hereunder, by accepting the benefits of the security provided hereby, (i) consents (or is deemed to consent), to the subordination of Liens provided for in the Intercreditor Agreement, (ii) agrees (or is deemed to agree) that it will be bound by, and will take no actions contrary to, the provisions of the Intercreditor Agreement, (iii) authorizes and instructs (or is deemed to authorize or instruct) the Second Lien Collateral Trustee on behalf of such Person to enter into, and perform under, the Intercreditor Agreement as Second Lien Collateral Trustee on behalf of such Person and (iv) acknowledges (or is deemed to acknowledge) that a copy of the Intercreditor Agreement was delivered, or made available, to such Person.

Notwithstanding any other provision contained herein, this Agreement, the Liens created hereby and the rights, remedies, duties and obligations provided for herein are subject in all respects to the provisions of the Intercreditor Agreement. In the event of any conflict or inconsistency between the provisions of this Agreement and the Intercreditor Agreement, the provisions of the Intercreditor Agreement shall control.

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, (this “Trademark Security Agreement”) dated as of June 15, 2016, by DYNCORP INTERNATIONAL LLC, PHOENIX CONSULTING GROUP, LLC and CASALS & ASSOCIATES, INC. (each a “Grantor” and, collectively, the “Grantors”), in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, in its capacity as collateral agent pursuant to the Indenture (in such capacity, the “Collateral Agent”).

W I T N E S S E T H:

WHEREAS, each Grantor is party to that certain Second Lien Security Agreement dated as of June 15, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by the grantors named therein in favor of the Collateral Agent, pursuant to which each Grantor is required to execute and deliver to the Collateral Agent 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 Indenture, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intent to be legally bound hereby, each Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Indenture or the Security Agreement used herein have the respective meanings assigned thereto in the Indenture or the Security Agreement, in each case, as applicable.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security

interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of such Grantor:

- (a) registered Trademarks of such Grantor listed on Schedule I attached hereto; and
- (b) all products and Proceeds of any of the foregoing (together with (a), collectively, the "Trademarks").

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

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with, or otherwise required pursuant to, Section 6.12 thereof, the Collateral Agent shall, at the expense of the Grantors, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the lien on and security interest in the applicable Trademarks under this Trademark Security Agreement and any other documents required to evidence the termination of the Collateral Agent's interest in the applicable Trademarks.

SECTION 5. GOVERNING LAW; JURISDICTION; VENUE; WAIVER OF JURY TRIAL; CONSENT TO SERVICE OF PROCESS.

(A) THE TERMS OF SECTIONS 12.09 AND 12.16 OF THE INDENTURE AND SECTIONS 6.09(b) AND (c) OF THE SECURITY AGREEMENT WITH RESPECT TO GOVERNING LAW, SUBMISSION OF JURISDICTION, VENUE AND WAIVER OF JURY TRIAL ARE INCORPORATED HEREIN BY REFERENCE, *MUTATIS MUTANDIS*, AND THE PARTIES HERETO AGREE TO SUCH TERMS.

(B) EACH PARTY TO THIS TRADEMARK SECURITY AGREEMENT IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 6.01 OF THE SECURITY AGREEMENT. NOTHING IN THIS TRADEMARK SECURITY AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY TO THIS TRADEMARK SECURITY AGREEMENT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW.

SECTION 6. Waivers; Amendments; Modifications. Neither this Trademark Security Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Collateral Agent and the Grantor or Grantors with respect to which such waiver, amendment or modification is to apply, subject to any consent required in accordance with Article 9 of the Indenture and subject to Section 6.02 of the Security Agreement.


SECTION 7. Notices; Communications. All communications and notices under this Trademark Security Agreement shall be in writing and given as provided in Section 6.01 of the Security Agreement.

SECTION 8. Counterparts; Effectiveness. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering to the other party hereto one or more counterparts. Delivery by facsimile or other electronic communication of an executed counterpart (including portable document format (PDF)) of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement shall become effective as to each Grantor when a counterpart hereof executed on behalf of such Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon such Grantor and the Collateral Agent and their respective permitted successors and assigns, and shall inure to the benefit of such Grantor, the Collateral Agent and the other Secured Parties and their respective permitted successors and assigns, except that such Grantor shall not have the right to assign or transfer its rights or obligations hereunder or any interest herein or in the Collateral (and any such assignment or transfer shall be void) except as expressly contemplated by the Security Agreement or the Indenture.


SECTION 9. Concerning the Collateral Agent. Wilmington Trust, National Association is entering into this Trademark Security Agreement not in its individual capacity but solely in its capacity as Collateral Agent under the Indenture. In acting hereunder, Wilmington Trust, National Association shall be entitled to all of the rights, privileges and immunities granted to the Collateral Agent in the Indenture, as if such rights, privileges and immunities were set forth herein.

[Signature pages follow]


**DYNCORP INTERNATIONAL LLC
PHOENIX CONSULTING GROUP, LLC**

By: 
Name: William T. Kansky
Title: Senior Vice President & Chief Financial
Officer

CASALS & ASSOCIATES, INC.

By: 
Name: William T. Kansky
Title: Vice President, Chief Financial Officer and
Treasurer

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Collateral Agent

By: 
Name: Joseph P. O'Donnell
Title: Vice President

Schedule I
to
TRADEMARK SECURITY AGREEMENT
UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Casals & Associates, Inc.	3,707,854	Service mark "RESPONDANET"
DynCorp International LLC	4,143,394	United States Trademark "DI MOBILE"
DynCorp International LLC	4,325,297	United States Service mark "DynCorp International"
DynCorp International LLC	4,325,298	United States Service mark "DynCorp International & Design"
Phoenix Consulting Group, LLC	4,409,453	United States Service mark "PHOENIX TRAINING CENTER & DESIGN"
Phoenix Consulting Group, LLC	4,356,339	United States Service mark "PHOENIX CONSULTING GROUP, LLC & DESIGN"
DynCorp International LLC	4,410,660	United States Trademark "We Serve Today For A Better Tomorrow"

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
Phoenix Consulting Group, LLC	75/864,274	Filed on December 6, 1999 was abandoned on September 10, 2001 because the mark was only used in conjunction with the word "phoenix" and therefore it deemed unnecessary to protect the design alone
DynCorp International LLC	85/279,437	"We serve today for a safe tomorrow"
DynCorp International LLC	85/294,304	"The Responsibilities are Great"
DynCorp International LLC	85/295989	"Serving today for a better tomorrow"
DynCorp International LLC	77/664,297	"We Serve Today For A Better Tomorrow"