

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM394979

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Engility Corporation		08/12/2016	Corporation: MASSACHUSETTS
Engility LLC		08/12/2016	Limited Liability Company: DELAWARE
Dynamics Research Corporation		08/12/2016	Corporation: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	Morgan Stanley Senior Funding, Inc., as Collateral Agent
Street Address:	1300 Thames St., 4th Floor
Internal Address:	Thames St. Wharf
City:	Baltimore
State/Country:	MARYLAND
Postal Code:	21231
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	4635942	D3IA
Registration Number:	4236110	ENGILITY
Registration Number:	2266440	MPRI
Registration Number:	2754719	MEDTEAMS
Registration Number:	1945607	ETCC
Registration Number:	1921276	EMERGENCY TEAM COORDINATION COURSE
Registration Number:	979114	DRC
Registration Number:	4115094	ASSURENET
Registration Number:	4220167	TASC
Registration Number:	4220166	TASC
Registration Number:	4354368	TASC
Registration Number:	4289442	TERANET
Registration Number:	4430401	CYBERWARRIOR
Registration Number:	1172637	TASC

OP \$565.00 4635942

Property Type	Number	Word Mark
Registration Number:	3143196	VIDEOSCOUT
Registration Number:	2805906	VIGRAWATCH
Registration Number:	4266072	INSYTE
Registration Number:	3720499	ANTARES
Registration Number:	2707440	PIXELRAY
Registration Number:	2253376	VIGRA
Registration Number:	2344063	VIGRAVISION
Registration Number:	1147865	JAYCOR

CORRESPONDENCE DATA

Fax Number: 8009144240
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: 800-713-0755
Email: Michael.Violet@wolterskluwer.com
Correspondent Name: Michael Violet
Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	08/15/2016

Total Attachments: 7
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GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS, dated as of August 12, 2016 (as amended, supplemented or otherwise modified from time to time, the “Agreement”), is made by Engility Corporation, Engility LLC and Dynamics Research Corporation (each a “Grantor,” and collectively the “Grantors”) in favor of Morgan Stanley Senior Funding, Inc., 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 Credit Agreement, dated as of August 12, 2016 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Engility Holdings, Inc., a Delaware corporation, Engility Corporation, a Massachusetts corporation, the Lenders party thereto and Morgan Stanley Senior Funding, Inc., 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 Grantors shall have executed and delivered that certain Guarantee and Collateral Agreement, dated as of August 12, 2016, 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, each Grantor has granted to the Collateral Agent a security interest in all Intellectual Property of such Grantor, including the Trademarks and has agreed as a condition thereof to execute this Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each 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. Each 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 (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. Each Grantor authorizes and requests that 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.

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

ENGILITY CORPORATION,
as Grantor

By: Wayne M. Rehberger
Name: Wayne M. Rehberger
Title: Senior Vice President and
Chief Financial Officer

ENGILITY LLC,
as Grantor

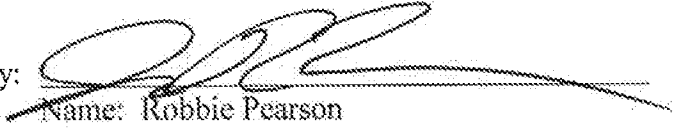
By: Wayne M. Rehberger
Name: Wayne M. Rehberger
Title: Senior Vice President and
Chief Financial Officer

DYNAMICS RESEARCH CORPORATION,
as Grantor

By: Wayne M. Rehberger
Name: Wayne M. Rehberger
Title: Senior Vice President and
Chief Financial Officer

MORGAN STANLEY SENIOR FUNDING, INC., as
Collateral Agent

By:



Name: Robbie Pearson

Title: Authorized Signatory

[Engility -- Signature Page to Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 005855 FRAME: 0366

Schedule A

U.S. Trademark Registrations and Applications

<u>Trademark</u>	<u>Application No. / Registration No.</u>
D3IA	4635942
ENGILITY	4236110
MPRI	2266440
MEDTEAMS	2754719
ETCC	1945607
EMERGENCY TEAM COORDINATION COURSE	1921276
DRC	0979114
ASSURENET	4115094
TASC	4220167
TASC	4220166
TASC	4354368
TERANET	4289442
CYBERWARRIOR	4430401
TASC	1172637
VIDEOSCOUT	3143196
VIGRAWATCH	2805906
INSYTE	4266072
ANTARES	3720499
PIXELRAY	2707440
VIGRA	2253376
VIGRAVISION	2344063

<u>Trademark</u>	<u>Application No. / Registration No.</u>
JAYCOR	1147865

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. Engility LLC
- 3. Dynamics Research Corporation

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: _____
 Other 1. Corp.-MA; 2. LLC-DE; 3. Corp.-MA

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

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

Execution Date(s) August 12, 2016

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes
 No

Name: Morgan Stanley Senior Funding, Inc., as Collateral Agent

Street Address: 1300 Thames St., 4th Floor
Thames St. Wharf

City: Baltimore

State: MD

Country: USA Zip: 21231

- 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:

22

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

August 12, 2016

Date

Elaine Carrera

Name of Person Signing

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

7

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