

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM394937

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|------------------------------|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Release of Second Lien Security Agreement |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-------------------|----------|----------------|---------------------|
| Barclays Bank PLC | | 08/12/2016 | Bank: UNITED STATES |

RECEIVING PARTY DATA

| | |
|------------------------|-------------------------------|
| Name: | Engility Corporation |
| Street Address: | 4803 Stonecroft Boulevard |
| City: | Chantilly |
| State/Country: | VIRGINIA |
| Postal Code: | 20151 |
| Entity Type: | Corporation: MASSACHUSETTS |
| Name: | Dynamics Research Corporation |
| Street Address: | 4803 Stonecroft Boulevard |
| City: | Chantilly |
| State/Country: | VIRGINIA |
| Postal Code: | 20151 |
| Entity Type: | Corporation: MASSACHUSETTS |

PROPERTY NUMBERS Total: 10

| Property Type | Number | Word Mark |
|----------------------|----------|------------------------------------|
| Registration Number: | 2266440 | MPRI |
| Registration Number: | 4236110 | ENGILITY |
| Serial Number: | 85382370 | ENGILITY |
| Registration Number: | 0979114 | DRC |
| Registration Number: | 0775122 | DRC |
| Registration Number: | 0707199 | DRC |
| Registration Number: | 4635942 | D3IA |
| Registration Number: | 1921276 | EMERGENCY TEAM COORDINATION COURSE |
| Registration Number: | 1945607 | ETCC |
| Registration Number: | 2754719 | MEDTEAMS |

CORRESPONDENCE DATA

Fax Number: 8009144240

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent***TRADEMARK**

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 |
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|-------------------|------------------|
| SIGNATURE: | /Elaine Carrera/ |
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|---------------------|------------|
| DATE SIGNED: | 08/12/2016 |
|---------------------|------------|

Total Attachments: 6

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RELEASE OF SECOND LIEN SECURITY INTEREST IN INTELLECTUAL PROPERTY

This RELEASE OF SECOND LIEN SECURITY INTEREST IN INTELLECTUAL PROPERTY (this “Release”), dated as of August 12, 2016 (the “Effective Date”), is made by Barclays Bank PLC, in its capacity as Collateral Agent (the “Agent”), in favor of each grantor party identified on the signature page hereto (each a “Grantor”).

WHEREAS, pursuant to that certain Second Lien Guarantee and Collateral Agreement, dated as of May 23, 2014, by and among the Agent and certain other parties thereto as supplemented by that certain Assumption Agreement, dated as of February 26, 2015, by and among the Agent, the Grantors and certain other parties party thereto (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), the Grantors granted to the Agent, in its capacity as Collateral Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantors executed and delivered an IP Security Agreement, dated as of February 26, 2015 (the “Intellectual Property Security Agreement”), for recordation with the United States Patent and Trademark Office and the United States Copyright Office;

WHEREAS, the Intellectual Property Security Agreement was recorded with the United States Patent and Trademark Office on March 3, 2015 at Reel/Frame 035118/0867, recorded with the United States Patent and Trademark Office on March 3, 2015 at Reel/Frame 5470/0059, and filed with the United States Copyright Office on March 4, 2015;

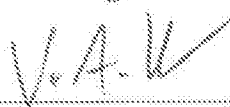
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Intellectual Property Security Agreement, as applicable.
2. Release. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Patents, including the patents and patent applications set forth in Schedule A attached hereto, Copyrights, including the copyright registrations and applications set forth in Schedule B attached hereto and the Trademarks, including the trademark registrations and applications set forth in Schedule C attached hereto, arising under the Security Agreement and the Intellectual Property Security Agreement. If and to the extent that the Agent has acquired any right, title or interest in and to the Patents, Copyrights or the Trademarks under the Intellectual Property Security Agreement, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the applicable Grantor.
3. Termination. The Agent, without representation or warranty of any kind, terminates and cancels the Intellectual Property Security Agreement.
4. Further Assurances. The Agent agrees to take all further actions, and provide to the applicable Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by such Grantor, at such Grantor’s sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

5. Governing Law. This Release shall be governed exclusively under the laws of New York, without regard to conflicts of law or choice of law principles.

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

BARCLAYS BANK PLC, acting in its capacity as Collateral Agent for the Lenders

By: 

Name: **Vanessa A. Kurbatskiy**

Title: **Vice President**

GRANTORS:

ENGILIFY LLC (formerly known as Engility Corporation)

DYNAMICS RESEARCH CORPORATION

Schedule A
Patents and Patent Applications

| OWNER | TITLE | PATENT APPLICATION/ PATENT NUMBER |
|----------------------|---|--|
| Engility Corporation | Method of Environmental Performance Measurement | 6509730 |
| Engility Corporation | SLMCO Water Purification System | 12/958223 |

Schedule B
Copyright Registrations and Applications

| OWNER | TITLE | REGISTRATION NUMBER |
|--------------------------------------|--|---------------------|
| <u>Dynamics Research Corporation</u> | <u>Cycle interpolation monochip metallization mask work, MLA3454A</u> | <u>MW0000001798</u> |
| <u>Dynamics Research Corporation</u> | <u>Data accessor for Digital Equipment Corporation's VAX computer</u> | <u>TXu000302267</u> |
| <u>Dynamics Research Corporation</u> | <u>Data accessor for the Honeywell DPS-8</u> | <u>TXu000302266</u> |
| <u>Dynamics Research Corporation</u> | <u>Expense tracking and planning system (ETAPS) reports</u> | <u>TX0005953722</u> |
| <u>Dynamics Research Corporation</u> | <u>First ten pages of network interface for the I B M PC</u> | <u>TXu000302553</u> |
| <u>Dynamics Research Corporation</u> | <u>Network supervisor for Digital Equipment Corporation's VAX computer</u> | <u>TXu000302254</u> |
| <u>Engility Corporation</u> | <u>Joint Range Extender underlying software</u> | <u>Unregistered</u> |

Schedule C
Trademark Registrations and Applications

| OWNER | TRADEMARK | APPLICATION NUMBER/ REGISTRATION NUMBER |
|--------------------------------------|---|--|
| <u>Engility Corporation</u> | <u>MPRI</u> | <u>2266440</u> |
| <u>Engility Corporation</u> | <u>ENGILITY</u> | <u>4236110</u> |
| <u>Engility Corporation</u> | <u>ENGILITY</u> | <u>85382370</u> |
| <u>Dynamics Research Corporation</u> | <u>DRC</u> | <u>0979114</u> |
| <u>Dynamics Research Corporation</u> | <u>DRC</u> | <u>0775122</u> |
| <u>Dynamics Research Corporation</u> | <u>DRC</u> | <u>0707199</u> |
| <u>Engility Corporation</u> | <u>D3IA</u> | <u>4635942</u> |
| <u>Dynamics Research Corporation</u> | <u>EMERGENCY TEAM COORDINATION COURSE</u> | <u>1921276</u> |
| <u>Dynamics Research Corporation</u> | <u>ETCC</u> | <u>1945607</u> |
| <u>Dynamics Research Corporation</u> | <u>MEDTEAMS</u> | <u>2754719</u> |