

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM403159

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
A-T Solutions, Inc.		10/20/2016	Corporation: VIRGINIA
PAE Aviation and Technical Services LLC		10/20/2016	Limited Liability Company: DELAWARE
Pacific Architects and Engineers Incorporated		10/20/2016	Corporation: CALIFORNIA
DynCorp		10/20/2016	Corporation: DELAWARE
PAE Professional Services, Inc.		10/20/2016	Corporation: VIRGINIA

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Collateral Agent
Street Address:	901 Main Street, TX1-492-14-11
City:	Dallas
State/Country:	TEXAS
Postal Code:	75202-3714
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	4072938	A-T SOLUTIONS
Registration Number:	3698660	ATTAC
Registration Number:	3102353	DEFENSE SUPPORT SERVICES LLC
Registration Number:	4438319	DEFENSE SUPPORT SERVICES LLC
Registration Number:	3307768	DS2
Registration Number:	3698626	EASY STREET DRAW
Registration Number:	4720427	IRT
Registration Number:	4056442	LOBSTER
Registration Number:	4072940	MCIT
Registration Number:	3600097	OASIS
Registration Number:	1596912	PACIFIC ARCHITECTS AND ENGINEERS INCORPO
Registration Number:	1623011	PAE
Registration Number:	2454981	PAE GOVERNMENT SERVICES, INC.

OP \$465.00 4072938

Property Type	Number	Word Mark
Registration Number:	3698627	SCENEPD
Registration Number:	3698661	SIGNATURE SCENE
Registration Number:	3920469	SURETRAK
Registration Number:	3131613	WE SERVE THOSE WHO SERVE
Serial Number:	86802312	FIRESCENE

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:	10/25/2016

Total Attachments: 8

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Second Lien Trademark Security Agreement

Second Lien Trademark Security Agreement, dated as of October 20, 2016, made by each of the undersigned grantors (individually, a "Grantor", and, collectively, the "Grantors"), in favor of BANK OF AMERICA, N.A., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Grantors are party to that certain Second Lien Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Second Lien Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Creditors, to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent as follows:

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

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 Creditors a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Grantor:

(a) Trademarks of such Grantor listed on Schedule I attached hereto (in no event shall Collateral include any application for registration of a trademark filed with the United States Patent and Trademark Office ("PTO") on an intent-to-use basis until such time (if any) as a statement of use or amendment to allege use is accepted by the PTO);

(b) all Goodwill associated with such Trademarks; and

(c) all Proceeds of any and all of the foregoing (other than Excluded Collateral).

SECTION 3. Security Agreement. The security interest granted pursuant to this Second Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Second Lien Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Second Lien Trademark Security Agreement.

SECTION 5. Counterparts. This Second Lien 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 Second Lien Trademark Security Agreement by signing and delivering one or more counterparts.


SECTION 6. Governing Law. This Second Lien Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Second Lien Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Second Lien Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,


A-T SOLUTIONS, INC., as a Grantor

By: 
Name: Richard Kirk von Seelen
Title: Treasurer


PAE AVIATION AND TECHNICAL SERVICES LLC,
as a Grantor

By: 
Name: Richard Kirk von Seelen
Title: Treasurer

PACIFIC ARCHITECTS AND ENGINEERS
INCORPORATED, as a Grantor

By: 
Name: Richard Kirk von Seelen
Title: Vice President

DYNCORP, as a Grantor

By: 
Name: Richard Kirk von Seelen
Title: Treasurer

PAE PROFESSIONAL SERVICES, INC., as a Grantor

By: _____
Name: Stephanie Finn
Title: Assistant Secretary

IN WITNESS WHEREOF, each Grantor has caused this Second Lien Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

A-T SOLUTIONS, INC., as a Grantor

By: _____
Name: Richard Kirk von Seelen
Title: Treasurer

PAE AVIATION AND TECHNICAL SERVICES LLC,
as a Grantor

By: _____
Name: Richard Kirk von Seelen
Title: Treasurer


PACIFIC ARCHITECTS AND ENGINEERS
INCORPORATED, as a Grantor

By: _____
Name: Richard Kirk von Seelen
Title: Vice President

DYNCORP, as a Grantor

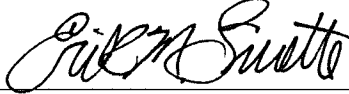
By: _____
Name: Richard Kirk von Seelen
Title: Treasurer

PAE PROFESSIONAL SERVICES, INC., as a Grantor

By:  _____
Name: Stephanie Finn
Title: Assistant Secretary

Accepted and Agreed:

BANK OF AMERICA, N.A.,
as Collateral Agent

By: 
Name: **Erik M. Truette**
Title: **Vice President**

[PAE – Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 005906 FRAME: 0967

SCHEDULE I
to
SECOND LIEN TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
A-T Solutions, Inc.	4072938	A-T Solutions
A-T Solutions, Inc. (successor in interest from Pathfinder Development, Inc. d/b/a Trancite)	3698660	ATTAC
Defense Support Services LLC (now named PAE Aviation and Technical Services LLC)	3,102,353	Defense Support Services, LLC
Defense Support Services LLC (now named PAE Aviation and Technical Services LLC)	4,438,319	Defense Support Services, LLC
Defense Support Services LLC (now named PAE Aviation and Technical Services LLC)	3,307,768	DS2
A-T Solutions, Inc. (successor in interest from Pathfinder Development, Inc. d/b/a Trancite)	3,698,626	EASY STREET DRAW
A-T Solutions, Inc.	4,720,427	IRT and Design
A-T Solutions, Inc.	4,056,442	LOBSTER and Design
A-T Solutions, Inc.	4,072,940	MCIT
US Investigations Service, Professional Services Division, Inc.	3,600,097	OASIS
Pacific Architects and Engineers Incorporated	1,596,912	Pacific Architects and Engineers Incorporated
Pacific Architects and Engineers Incorporated	1,623,011	PAE
Pacific Architects and Engineers Incorporated	2,454,981	PAE GSI
A-T Solutions, Inc. (successor in interest from Pathfinder Development, Inc. d/b/a Trancite)	3698627	SCENEPD
A-T Solutions, Inc. (successor in interest from Pathfinder Development, Inc. d/b/a Trancite)	3698661	SIGNATURE SCENE
Dyncorp Corporation	3,920,469	SURETRAK
Defense Support Services LLC (now named PAE Aviation and Technical Services LLC)	3,131,613	We Serve Those Who Serve

Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
A-T Solutions, Inc.	App Serial No. 86802312	FIRESCENE

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. A-T Solutions, Inc.
- 2. PAE Aviation and Technical Services LLC
- 3. Pacific Architects and Engineers Incorporated
- 4. DynCorp
- 5. PAE Professional Services, Inc.

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: _____
 Other 1. Corp.-VA; 2. LLC-DE; 3. Corp.-CA; 4. Corp.-DE;
5. Corp.-VA _____

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

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

Execution Date(s) October 20, 2016

- Assignment Merger
 Security Agreement Change of Name
 Other Second Lien Security Agreement

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes
 No

Name: Bank of America, N.A., as Collateral Agent

Street Address: 901 Main Street, TX1-492-14-11

City: Dallas

State: TX

Country: USA Zip: 75202-3714

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

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 I

B. Trademark Registration No.(s)

See Schedule I

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:

18

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

October 20, 2016

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