

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM528634

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
DLH SOLUTIONS, INC.		06/07/2019	Corporation: GEORGIA
DANYA INTERNATIONAL LLC		06/07/2019	Limited Liability Company: MARYLAND
SOCIAL & SCIENTIFIC SYSTEMS, INC.		06/07/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FIRST NATIONAL BANK OF PENNSYLVANIA		
<b>Street Address:</b>	7475 Wisconsin Avenue		
<b>Internal Address:</b>	Suite 700		
<b>City:</b>	Bethesda		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20814		
<b>Entity Type:</b>	National Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4920831	SPOT-M	
<b>Registration Number:</b>	4817430	E-PRAT	
<b>Registration Number:</b>	2473809	INFINIBYTE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2023448300		
<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>			
<b>Phone:</b>	2023444976		
<b>Email:</b>	trademarkdocket@venable.com, rliebowitz@venable.com, cmitros@venable.com		
<b>Correspondent Name:</b>	Rebecca Liebowitz		
<b>Address Line 1:</b>	P.O. Box 34385		
<b>Address Line 4:</b>	Washington, D.C. 20043-9998		
<b>ATTORNEY DOCKET NUMBER:</b>	139787501072		
<b>NAME OF SUBMITTER:</b>	Catherine Mitros		

CH \$90.00 4920831

<b>SIGNATURE:</b>	/Catherine Mitros/
<b>DATE SIGNED:</b>	06/20/2019
<b>Total Attachments: 7</b> source=First National Bank Grant of Security Interest#page1.tif source=First National Bank Grant of Security Interest#page2.tif source=First National Bank Grant of Security Interest#page3.tif source=First National Bank Grant of Security Interest#page4.tif source=First National Bank Grant of Security Interest#page5.tif source=First National Bank Grant of Security Interest#page6.tif source=First National Bank Grant of Security Interest#page7.tif	

**GRANT OF  
SECURITY INTEREST IN PATENTS, TRADEMARKS, SERVICE MARKS AND  
COPYRIGHTS**

This GRANT OF SECURITY INTEREST IN PATENTS, TRADEMARKS, SERVICE MARKS AND COPYRIGHTS (this “Agreement”) is entered into effective as of June 7, 2019 by and among DLH SOLUTIONS, INC., a Georgia corporation (“Solutions”), DANYA INTERNATIONAL LLC, a Maryland limited liability company (“Danya”) and SOCIAL & SCIENTIFIC SYSTEMS, INC., a Delaware corporation (“Systems,” and, together with Solutions and Danya, the “Grantors,” and each, a “Grantor”), and FIRST NATIONAL BANK OF PENNSYLVANIA, in its capacity as Agent (the “Agent”) for the Lenders referred to below (the “Agent”), each of which are parties to that certain Patent, Trademark and Copyright Security Agreement, dated as of June 7, 2019 (as amended, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Borrowers (as defined therein), and each of the other grantors party thereto and the Agent.

**WITNESSETH:**

WHEREAS, pursuant to that certain Credit Agreement (as amended, restated, modified or supplemented from time to time, the “Credit Agreement”) dated as of June 7, 2019 by and among the Grantors, each of the other Borrowers and each of the other Guarantors (as defined therein), the “Lenders” (as defined therein) and the Agent, the Agent and the Lenders have agreed to provide certain loans and other financial accommodations to the Borrowers, and each Grantor has agreed, among other things, to grant a security interest to the Agent in such Grantor’s Patents, Trademarks and Copyrights (as defined in the Security Agreement); and

WHEREAS, in connection with the Credit Agreement and the Security Agreement, each Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound, each Grantor agrees as follows:

**SECTION 1. Definitions; Incorporation.** Unless otherwise defined herein, terms used in this Agreement have the meanings provided, or provided by reference in, the Security Agreement. The foregoing Recitals are hereby incorporated by reference into this Agreement and made a part hereof.

**SECTION 2. Grant of Security Interest.** Subject to the terms and conditions of the Credit Agreement and the Security Agreement, each Grantor hereby grants to and creates in favor of the Agent, for the benefit of the Agent and the Lenders, a security interest in and to all of such Grantor’s Patents, Trademarks and Copyrights (including, without limitation, those items listed on Schedule A, Schedule B and Schedule C attached hereto) (collectively, the “Collateral”); provided, however, that notwithstanding anything to the contrary herein, no security interest shall be deemed granted hereunder in any intent to use trademark applications solely to the extent that, and during the period in which, the grant of a security interest therein would impair the validity or enforceability thereof or result in the cancellation or voiding thereof.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office and the United States Copyright Office. The security interest granted hereby has been granted to the Agent, for the benefit of the Agent and the Lenders, in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Agents and Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Each Grantor hereby further acknowledges and affirms that the rights and remedies of the Agent and the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same original.

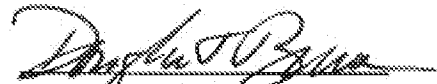
**[Remainder of the page intentionally left blank; signature page follows.]**

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

AGENT:

FIRST NATIONAL BANK OF  
PENNSYLVANIA, as Agent

By:

A handwritten signature in dark ink, appearing to read "Douglas T. Brown", written over a horizontal line.

Name: Douglas T. Brown

Title: Senior Vice President

GRANTORS:

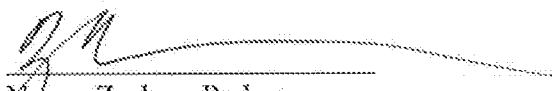
DLH SOLUTIONS, INC.

By:   
Name: Zachary Parker  
Title: Chief Executive Officer

DANYA INTERNATIONAL, LLC

By:   
Name: Zachary Parker  
Title: Chief Executive Officer

SOCIAL & SCIENTIFIC SYSTEMS, INC.

By:   
Name: Zachary Parker  
Title: Chief Executive Officer

**SCHEDULE A**  
**TO GRANT OF SECURITY INTEREST IN PATENTS, TRADEMARKS, SERVICE**  
**MARKS AND COPYRIGHTS**

**UNITED STATES ISSUED PATENTS AND PATENT APPLICATIONS**

1. Patents:

<u>Exact Legal Name of Owner</u>	<u>Description of Intellectual Property</u>	<u>Application or Registration Number(s)</u>	<u>Application or Registration Date(s)</u>
None			

2. Patent Applications:

<u>Exact Legal Name of Owner</u>	<u>Description of Intellectual Property</u>	<u>Application or Registration Number(s)</u>	<u>Application or Registration Date(s)</u>
None			

**SCHEDULE B**  
**TO GRANT OF SECURITY INTEREST IN PATENTS, TRADEMARKS, SERVICE**  
**MARKS AND COPYRIGHTS**

**UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS**

1. Trademarks and Service Marks:

<u>Exact Legal Name of Owner</u>	<u>Description of Intellectual Property</u>	<u>Application or Registration Number(s)</u>	<u>Application or Registration Date(s)</u>
DLH Solutions, Inc.	Trademark – Spot-m®	U.S. Trademark Registration. No. 4920831	Registered March 22, 2016
DLH Solutions, Inc.	Trademark – e-PRAT®	U.S. Trademark Registration. No. 4817430	Registered September 22, 2015
Social & Scientific Systems, Inc.	Trademark – Infinibyte	U.S. Trademark Registration No. 2473809	Registered July 31, 2001

2. Trademark and Service Mark Applications:

<u>Exact Legal Name of Owner</u>	<u>Description of Intellectual Property</u>	<u>Application or Registration Number(s)</u>	<u>Application or Registration Date(s)</u>
None			



**SCHEDULE C**  
**TO GRANT OF SECURITY INTEREST IN PATENTS, TRADEMARKS, SERVICE MARKS**  
**AND COPYRIGHTS**

**UNITED STATES COPYRIGHTS REGISTRATIONS AND APPLICATIONS**

1. Copyrights:

<u>Exact Legal Name of Owner</u>	<u>Description of Intellectual Property</u>	<u>Application or Registration Number(s)</u>	<u>Application or Registration Date(s)</u>
Social & Scientific Systems, Inc.	ACTG Underrepresented Populations Videos	Registration No. PA0001806012	Registered March 27, 2012
Danya International LLC (formerly Danya International, Inc.)	The last day.	Registration No. PA0001045613	Registered June 13, 2001
Danya International LLC (formerly Danya International, Inc.)	Peer to peer : stop, think, be safe.	Registration No. PA0001313941	Registered April 3, 2006
Danya International LLC (formerly Danya International, Inc.)	The real world of Tourette Syndrome	Registration No. PA0001313939	Registered April 3, 2006
Danya International LLC (formerly Danya International, Inc.)	Web creator.	Registration No. TX0004693402	Registered December 11, 1997
Danya International LLC (formerly Danya International, Inc.)	You've got a friend : understanding Tourette Syndrome.	Registration No. PA0001313940	Registered April 3, 2006

2. Copyright Applications:

<u>Exact Legal Name of Owner</u>	<u>Description of Intellectual Property</u>	<u>Application or Registration Number(s)</u>	<u>Application or Registration Date(s)</u>
None			