

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM530079

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Caltius Partners IV, LP		07/01/2019	Limited Partnership: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SM&A		
<b>Street Address:</b>	18400 VON KARMAN AVENUE		
<b>Internal Address:</b>	SUITE 500		
<b>City:</b>	IRVINE		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92612		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	75208816	QUICKSTART	
<b>Serial Number:</b>	75475495	SM&A	
<b>Serial Number:</b>	78597654	SM&A	
<b>Serial Number:</b>	76426524	SM&A SUCCESS MAKERS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2027995000		
<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>	2027994000		
<b>Email:</b>	gregory.esau@dlapiper.com		
<b>Correspondent Name:</b>	Gregory Esau		
<b>Address Line 1:</b>	500 Eighth Street, NW		
<b>Address Line 4:</b>	Washington, D.C. 20004		
<b>NAME OF SUBMITTER:</b>	Gregory Esau		
<b>SIGNATURE:</b>	/Gregory Esau/		
<b>DATE SIGNED:</b>	07/01/2019		
<b>Total Attachments: 3</b>			
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TRADEMARK SECURITY RELEASE

THIS TRADEMARK SECURITY RELEASE (this "Release") is made as of July 1, 2019, by CALTIUS PARTNERS IV, LP, a Delaware limited partnership, on behalf of itself and as agent for the Lenders as defined in that certain Loan Agreement, dated as of December 29, 2008, as amended, amended and restated, supplemented or otherwise modified from time to time (together with its successors and assigns, "Agent"), in favor of SM&A, a Delaware corporation (the "Assignor").

WITNESSETH:

WHEREAS, reference is made to that certain Trademark Security Agreement, dated as of December 29, 2008, and recorded at the United States Patent and Trademark Office on January 9, 2009, at Reel 003916, Frame 0096 (the "Security Agreement"; capitalized terms which are not defined herein have the meanings given to such terms in the Security Agreement), pursuant to which Assignor granted to Agent for the benefit of Agent and the Lenders, a continuing security interest in all of the Trademark Collateral (as defined in the Trademark Security Agreement) (such Trademark Collateral, including among other things, the Trademark registrations and Trademark applications set forth on Exhibit A attached hereto, collectively, the "Released Trademark Collateral");

WHEREAS, Assignor has requested that Agent terminate the Security Agreement and terminate, release and discharge its continuing security interest in all of the Released Trademark Collateral; and

WHEREAS, Agent has agreed to terminate, release and discharge the entirety of its continuing security interest in all of the Released Trademark Collateral.

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

1. Agent hereby terminates the Security Agreement and terminates, releases and discharges its continuing security interest in all of the Released Trademark Collateral.

2. Agent hereby releases and conveys to Assignor, without any representation, recourse or undertaking by Agent, any and all of Agent's right, title, and interest that it may have obtained in and to the Released Trademark Collateral, and does hereby authorize Assignor (personally or through its counsel, agents, or designees, and at Assignor's sole expense) to take all actions reasonably necessary to terminate, release and discharge any and all security interests and other liens in the Released Trademark Collateral. If and to the extent Agent has acquired any right, title, or interest to any of the Released Trademark Collateral or the goodwill associated therewith, it hereby assigns and transfers such rights, title, or interest to Assignor.

3. This Release shall be governed by, and construed and enforced in accordance with, the laws of the State of California applicable to contracts made and performed in such State, without regard to conflict of laws principles thereof.

{SIGNATURE PAGE FOLLOWS}

IN WITNESS WHEREOF, Agent has caused this Release to be duly executed by its duly authorized officer as of the day and year first above written.

Very truly yours,

AGENT:



CALTUS PARTNERS IV, LP,  
a Delaware limited partnership

By: Frederick R. Shurt II  
Name: Frederick R. Shurt II  
Title: MD

[SIGNATURE PAGE TO TRADEMARK SECURITY RELEASE]

EXHIBIT A

Trademark Security Interests to be Released

Nature of Interest (e.g., owner, licensee)	Registered Trademark	Registration No.	Date Registered
Owner	QUICKSTART	Serial No. 75/208,816; Reg. No. 2,132,238	Filing Date 12/5/1996; Reg. Date 1/27/1998
Owner	SM&A	Serial No. 75/475,493; Reg. No. 2,394,627	Filing Date 4/27/1998; Reg. Date 10/17/2000
Owner		Serial No. 78/597,654; Reg. No. 3,092,703	Filing Date 3/29/2005; Reg. Date 5/16/2006
Owner		Serial No. 76/426,524; Reg. No. 2,839,539	Filing Date 7/1/2002; Reg. Date 5/11/2004