

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM543951

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BRTRC Federal Solutions, Inc.		10/04/2019	Corporation: VIRGINIA
RECEIVING PARTY DATA			
Name:	PennantPark Loan Agency Servicing, LLC		
Street Address:	590 Madison Avenue		
Internal Address:	15th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3102757	BRTRC	
CORRESPONDENCE DATA			
Fax Number:	2123108007		
<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>			
Phone:	2123108000		
Email:	juan.arias@weil.com		
Correspondent Name:	Conor O'Muiri		
Address Line 1:	Weil, Gotshal & Manges LLP		
Address Line 2:	767 Fifth Avenue		
Address Line 4:	New York, NEW YORK 10153		
ATTORNEY DOCKET NUMBER:	C. O'Muiri-58583.0003		
NAME OF SUBMITTER:	Conor O'Muiri		
SIGNATURE:	/Conor O'Muiri/		
DATE SIGNED:	10/04/2019		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of October 4, 2019, by BRTRC Federal Solutions, Inc., a Virginia corporation (the "Grantor"), in favor of PennantPark Loan Agency Servicing, LLC, as collateral agent (the "Collateral Agent") for the Secured Parties.

W I T N E S S E T H:

WHEREAS, WBB Intermediate Holding Corp., a Delaware corporation ("Holdings"), NGC Corp., a Delaware corporation ("NGC"), NetStar-1 Government Consulting Holding Corp., a Delaware corporation ("NetStar-1 Holdings"), NetStar-1 Government Consulting, Inc., a Virginia corporation ("NetStar-1"), Whitney, Bradley & Brown, Inc., a Virginia corporation ("WBB"), and, after giving effect to the consummation of the Third Amendment Acquisition (as defined in the Credit Agreement (as defined below)), the Grantor (the Grantor, collectively with the NGC, NetStar-1 Holdings, NetStar-1, and WBB, the "Borrowers" and individually the "Borrower"), have entered into that certain Credit Agreement dated as of October 18, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, Holdings, the other guarantors from time to time party thereto, the lenders from time to time party thereto (the "Lenders"), PennantPark Loan Agency Servicing, LLC, as administrative agent and the Collateral Agent, pursuant to which the Lenders agreed, subject to the terms and conditions set forth therein, to make certain loans and commitments to the Borrowers;

WHEREAS, in connection with the Credit Agreement, the Borrowers, Holdings and the other Grantors party thereto have entered into that certain Security Agreement (or a joinder thereto, as applicable), dated as of October 18, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Collateral Agent for the benefit of the Secured Parties;

WHEREAS, pursuant to the Security Agreement, the Grantor granted to the Collateral Agent, for its benefit and the benefit of the Lenders and other Secured Parties, a security interest in substantially all of the assets of the Grantor including, without limitation, all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired trademarks, trademark registrations and trademark applications and all renewals, extensions and continuations of the foregoing (the "Trademarks"), together with the goodwill of the business symbolized by the Grantor's Trademarks, and all products and proceeds thereof, to secure, inter alia, the payment of all amounts owing under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

1. Security Agreement. The Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. In the event of a conflict between the provisions of this Agreement and the Security Agreement, the Security Agreement shall control. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Secured Obligations, the Grantor hereby grants to Collateral Agent, for its benefit and the benefit of Lenders and other Secured Parties, a continuing security interest in the Grantor's entire right, title and interest in and to the following included in the Collateral (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral" provided, that, for the avoidance of doubt, Trademark Collateral shall exclude any Excluded Property), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark and application for Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by the Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Filing. The Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

4. Termination. When all the Secured Obligations have been paid in full (other than contingent indemnification obligations which have not been asserted) and have been terminated and the Term Loan Commitments of the Lenders to make any Term Loan under the Credit Agreement have terminated or expired, this Agreement and the security interest in the Trademark Collateral created hereby shall automatically terminate. In such event, the Collateral Agent agrees to promptly execute appropriate releases of liens on the Trademark Collateral on terms consistent with and at the times required by Section 16 of the Security Agreement.

5. Releases. If any of the Trademark Collateral shall be sold, transferred or otherwise disposed of by the Grantor in a transaction permitted by the Credit Agreement, then such Trademark Collateral shall be released from the Liens created hereby and the Collateral Agent, at the request and sole expense of the Grantor, shall promptly execute and deliver to the Grantor all releases or other documents reasonably necessary or desirable for the release of the Liens created hereby on such Trademark Collateral, in each case, on terms consistent with and at the times required by Section 16 of the Security Agreement.

6. Counterparts. This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof and shall be deemed an original signature hereunder.

7. Governing Law. This Agreement, including the validity hereof and the rights and obligations of the parties hereunder, shall be construed in accordance with and governed by the laws of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Grantor has duly executed this Agreement as of the date first written above.

GRANTOR:

BRTRC FEDERAL SOLUTIONS, INC.

By: 
Name: Richard Harkey
Title: Chief Financial Officer

Signature Page to Trademark Security
Agreement

TRADEMARK
REEL: 006764 FRAME: 0209

Agreed and Accepted as of the Date First Written Above

COLLATERAL AGENT:

PENNANTPARK LOAN AGENCY SERVICING, LLC

By: _____

Name: _____

Title: _____

Arthur Penn
Managing Member

Signature Page to Trademark Security
Agreement

TRADEMARK
REEL: 006764 FRAME: 0210

SCHEDULE A

TRADEMARKS

<u>Grantor</u>	<u>Mark</u>	<u>Serial No./Filing Date</u>	<u>Reg. No./Reg. Date (Country)</u>
BRTRC Federal Solutions, Inc.	BRTRC	76624602	3102757 6/13/2006 (US)

TRADEMARK APPLICATIONS

None.