

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM755667

<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>
MANTECH INTERNATIONAL CORPORATION		09/14/2022	Corporation: DELAWARE
MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC.		09/14/2022	Corporation: VIRGINIA
GRYPHON TECHNOLOGIES, L.C.		09/14/2022	Limited Corporation: VIRGINIA
MANTECH SRS TECHNOLOGIES, INC.		09/14/2022	Corporation: CALIFORNIA
MANTECH MGS, INC.		09/14/2022	Corporation: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Owl Rock Core Income Corp., As Collateral Agent		
<b>Street Address:</b>	399 Park Avenue, 38th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Corporation: MARYLAND		
<b>PROPERTY NUMBERS Total: 35</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3464066	MANTECH INTERNATIONAL CORPORATION	
<b>Registration Number:</b>	3532541	MANTECH INTERNATIONAL CORPORATION	
<b>Registration Number:</b>	3432771	MANTECH	
<b>Registration Number:</b>	5501060	MANTECH SECURING THE FUTURE	
<b>Registration Number:</b>	5564181	MANTECH SECURING THE FUTURE	
<b>Registration Number:</b>	5822992	ACRE	
<b>Registration Number:</b>	3256011	INTEGRATED TEAM SOLUTIONS FACILITY	
<b>Registration Number:</b>	3256012	ITS INTEGRATED TEAM SOLUTIONS FACILITY	
<b>Registration Number:</b>	3523901	ONTARGET	
<b>Registration Number:</b>	5675139	CONSTANTVIEW	
<b>Registration Number:</b>	3230729	DATA CONFIDENCE	
<b>Registration Number:</b>	2630152	INFOZEN	

CH \$890.00 3464066

Property Type	Number	Word Mark
Registration Number:	4676696	LAUNCHRAMP
Registration Number:	4772410	LAUNCH RAMP
Registration Number:	5021055	IN2DEVOPS
Registration Number:	2705954	ZI
Registration Number:	3936625	LOGMASTRE
Registration Number:	6020238	READYRANGE
Registration Number:	5968928	PROIX
Registration Number:	5881134	BRINGING DIGITAL TO THE MISSION
Registration Number:	5126865	VRV WEB
Registration Number:	6310050	FLEX-ENGINEERING
Registration Number:	6655182	SENTIDO
Registration Number:	4000136	GRYPHON TECHNOLOGIES
Registration Number:	6138066	M
Registration Number:	6733252	COGNITIVE CYBER
Registration Number:	6629318	SENTRIS
Registration Number:	1955765	MANTECH
Registration Number:	3161265	MANTECH INTERNATIONAL CORPORATION
Registration Number:	3410468	MANTECH
Registration Number:	5083438	HYPERDISK
Registration Number:	5083439	HYPERDISK
Registration Number:	3251760	ITSFAC
Serial Number:	97200692	ST3P
Serial Number:	90800713	SITEGAUGE

**CORRESPONDENCE DATA**

**Fax Number:** 2028357586

*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:** 202-835-7500

**Email:** dcip@milbank.com

**Correspondent Name:** Javier J. Ramos

**Address Line 1:** 1850 K Street, NW, Suite 1100

**Address Line 2:** Milbank, LLP

**Address Line 4:** Washington, D.C. 20006

**ATTORNEY DOCKET NUMBER:** 42845.00052

**NAME OF SUBMITTER:** Javier J. Ramos

**SIGNATURE:** /Javier J. Ramos/

**DATE SIGNED:** 09/16/2022

**Total Attachments:** 15

source=B.10. Project Maverick - Intellectual Property Security Agreement (Executed)#page1.tif  
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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”), dated September 14, 2022, is among the Persons listed on the signature pages hereof (collectively, the “Grantors”) and Owl Rock Core Income Corp. (“Owl Rock”), as collateral agent (in such capacity, together with any successor collateral agent, the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Moose Merger Sub, Inc., a Delaware corporation (the “Borrower”), Moose Bidco, Inc., a Delaware corporation (“Holdings”), each lender from time to time party thereto, each L/C Issuer party thereto and Owl Rock, as Administrative Agent and Collateral Agent, have entered into the Credit Agreement, dated as of September 14, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”). Capitalized terms defined in the Credit Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as the case may be (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, as a condition precedent to the making of the Loans by the Lenders from time to time and the issuance of Letters of Credit by the L/C Issuers from time to time, the entry into Secured Hedge Agreements by the Hedge Banks from time to time and the entry into Secured Cash Management Agreements by the Cash Management Banks from time to time, each Grantor has executed and delivered that certain Security Agreement, dated September 14, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantors from time to time party thereto and the Collateral Agent.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed thereunder to execute this IP Security Agreement for recording with the USPTO and/or the USCO, as applicable.

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

Section 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent (and its permitted successors and permitted assigns), for the benefit of the Secured Parties, a security interest in and to all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired by the undersigned (the “Collateral”):

all Patents, including the patents and patent applications set forth in Schedule A hereto (the “Patent Collateral”);

all Trademarks, including the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent that, and solely during the period, if any, in which, the grant of a security interest therein or the assignment thereof would impair the validity or enforceability of any such intent-to-use application or any registration that issues therefrom under applicable federal law),

together, in each case, with the goodwill of the business symbolized thereby (the "Trademark Collateral");

all Copyrights, whether registered or unregistered, including, without limitation, the copyright registrations set forth in Schedule C hereto (the "Copyright Collateral");

all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

any and all proceeds of, income, royalties and other payments now or hereafter due and payable with respect to, any and all of the Collateral of or arising from any of the foregoing;

provided that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (vi), the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any Excluded Property.

Security for Obligations. Subject to the terms of the Security Agreement and Credit Agreement, the grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Secured Documents (as such Secured Documents may be amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)). Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations that would be owed by such Grantor to any Secured Party under the Secured Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving a Loan Party.

Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Any signature to this IP Security Agreement may be delivered by facsimile, electronic mail (including .pdf) or any electronic signature complying with the U.S. Federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law.. Each of the parties executing this IP Security Agreement through electronic means represents and warrants that it has the corporate capacity and authority to execute this IP Security Agreement through electronic means, and there are no restrictions for doing so in their constitutive documents.

Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that

the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

Governing Law; Jurisdiction; Etc.

(a) THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

(b) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY IN THE BOROUGH OF MANHATTAN AND OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK SITTING IN THE BOROUGH OF MANHATTAN, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS IP SECURITY AGREEMENT SHALL AFFECT ANY RIGHT THAT THE COLLATERAL AGENT, ANY LENDER OR ANY L/C ISSUER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS IP SECURITY AGREEMENT OR THE RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT AGAINST ANY LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

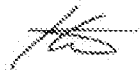
(c) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT IN ANY COURT REFERRED TO IN CLAUSE (b) OF THIS SECTION 6. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.02 OF THE CREDIT AGREEMENT. NOTHING IN THIS IP SECURITY AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

(e) EACH PARTY TO THIS IP SECURITY AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS IP SECURITY AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS IP SECURITY AGREEMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS IP SECURITY AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 6(e) OR SECTION 10.17 OF THE CREDIT AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

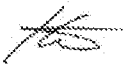
IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

**MANTECH INTERNATIONAL CORPORATION**

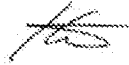
By:   
Name: Kevin Phillips  
Title: President



**MANTECH ADVANCED SYSTEMS  
INTERNATIONAL, INC.**

By:  \_\_\_\_\_  
Name: Kevin Phillips  
Title: President

**GRYPHON TECHNOLOGIES, L.C.**

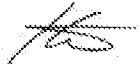


By: \_\_\_\_\_

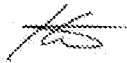
Name: Kevin Phillips

Title: President

**MANTECH SRS TECHNOLOGIES, INC.**

By:  \_\_\_\_\_  
Name: Kevin Phillips  
Title: President

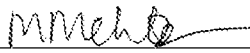
MANTECH MGS, INC.

By:  \_\_\_\_\_

Name: Kevin Phillips

Title: President

**OWL ROCK CORE INCOME CORP.,**  
as Collateral Agent

By:   
Name: Meenal Mehta  
Title: Authorized Signatory

## EXHIBIT A

## PATENTS, TRADEMARKS AND COPYRIGHTS

## PATENTS

Issued Patents:

Patent	Application (Serial) No.	Application (Filing) Date	Patent No.	Issue Date	Owner
Mobile device monitoring and control system	12/209,889	09/12/2008	8140062	03/20/2012	ManTech Advanced Systems International, Inc.
Mobile device monitoring and control system	14/089,792	11/26/2013	9877210	01/23/2018	ManTech Advanced Systems International, Inc.
Mobile device monitoring and control system	14/151,118	01/09/2014	9820144	11/14/2017	ManTech Advanced Systems International, Inc.
Mobile telephone firewall and compliance enforcement system and methods	14/721,215	05/26/2015	9686236	06/20/2017	ManTech Advanced Systems International, Inc.
Mobile device monitoring and tracking system	14/059,972	10/22/2013	9456339	09/27/2016	ManTech Advanced Systems International, Inc.
Secure, controlled, and autonomous network path generation	13/763,509	02/08/2013	9117073	08/25/2015	ManTech Advanced Systems International, Inc.
Detecting malicious software	13/341,002	12/20/2011	8863288	10/14/2014	ManTech Advanced Systems International, Inc.
Mobile telephone firewall and compliance enforcement system and method	12/493,214	06/28/2009	9071974	06/30/2015	ManTech Advanced Systems International, Inc.
Mobile device monitoring and control system	12/209,874	9/12/2008	8131281	3/6/2012	ManTech Advanced Systems International, Inc.
Mobile device monitoring and control system	12/209,904	9/12/2008	8373538	2/12/2013	ManTech Advanced Systems International, Inc.

Patent Applications:

Patent	Application (Serial) No.	Application (Filing) Date	Owner
Systems and methods for cross-domain solutions in multi-cloud environments	17/658,175	04/06/2022	ManTech International Corporation
Methods and systems for managing a plurality of cloud assets	17/658,019	04/05/2022	ManTech International Corporation

**TRADEMARKS**

Registered Trademarks:

Trademark	Application (Serial) No.	Application (Filing) Date	Registration No.	Registration Date	Owner
MANTECH INTERNATIONAL CORPORATION	78/673793	07/19/2005	3464066	07/08/2008	ManTech International Corporation
MANTECH INTERNATIONAL CORPORATION (Stylized)	78/817877	02/17/2006	3532541	11/11/2008	ManTech International Corporation
MANTECH	78/673769	07/19/2005	3432771	05/20/2008	ManTech International Corporation
MANTECH SECURING THE FUTURE	87/587648	08/29/2017	5501060	06/26/2018	ManTech International Corporation
MANTECH <i>SECURING THE FUTURE</i> (Stylized)	87/713323	12/8/2017	5564181	09/18/2018	ManTech International Corporation
ACRE	87/956696	06/11/2018	5822992	07/30/2019	ManTech Advanced Systems International, Inc.
INTEGRATED TEAM SOLUTIONS FACILITY	78/949668	08/10/2006	3256011	06/26/2007	ManTech Advanced Systems International, Inc.

Trademark	Application (Serial) No.	Application (Filing) Date	Registration No.	Registration Date	Owner
ITS INTEGRATED TEAM SOLUTIONS FACILITY and Design	78/949679	08/10/2006	3256012	06/26/2007	ManTech Advanced Systems International, Inc.
ONTARGET	77/429951	03/24/2008	3523901	10/28/2008	ManTech International Corporation
CONSTANTVIEW	88/016929	06/27/2018	5675139	02/12/2019	ManTech International Corporation
DATA CONFIDENCE	78/499045	10/13/2004	3230729	04/17/2007	ManTech MGS, Inc.
INFROZEN	76/131560	09/20/2000	2630152	10/08/2002	ManTech Advanced Systems International, Inc.
LAUNCHRAMP	86/251054	04/14/2014	4676696	01/20/2015	ManTech Advanced Systems International, Inc.
LaunchRAMP (Stylized)	86/449216	11/10/2014	4772410	07/14/2015	ManTech Advanced Systems International, Inc.
IN2DEVOPS	86/843420	12/9/2015	5021055	08/16/2016	ManTech Advanced Systems International, Inc.
ZI (Stylized)	76/123561	09/06/2000	2705954	04/15/2003	ManTech Advanced Systems International, Inc.
LOGMASTRE	77/958141	03/12/2010	3936625	03/29/2011	ManTech Advanced Systems International, Inc.
READYRANGE	88/318,596	02/27/2019	6020238	03/24/2020	ManTech International Corporation
PROIX	88/262,576	01/15/2019	5968928	01/21/2020	ManTech International Corporation
BRINGING DIGITAL TO THE MISSION	88/043367	07/18/2018	5881134	10/08/2019	ManTech International Corporation
VRV Web and Design	86/811789	11/06/2015	5126865	01/24/2017	ManTech Advanced Systems International, Inc.
FLEX-ENGINEERING	88/692724	11/14/2019	6310050	03/30/2021	ManTech International Corporation
SENTIDO	90/380255	12/14/2020	6655182	02/22/2022	ManTech International Corporation
GRYPHON TECHNOLOGIES	77/447123	4/14/2008	4000136	7/26/2011	Gryphon Technologies, L.C.



Trademark	Application (Serial) No.	Application (Filing) Date	Registration No.	Registration Date	Owner
DATA CONFIDENCE	78/499045	10/13/2004	3230729	04/17/2007	ManTech MGS, Inc.
M and Design	88/696574	11/18/2019	6138066	8/25/2020	ManTech International Corporation
COGNITIVE CYBER	90/566159	03/08/2021	6733252	05/24/2022	ManTech International Corporation
SENTRIS	90/790876	6/23/2021	6629318	01/25/2022	ManTech International Corporation
MANTECH	74/552807	7/25/1994	1955765	2/13/1996	ManTech International Corporation
MANTECH INTERNATIONAL CORPORATION	76/538241	8/18/2003	3161265	10/24/2006	ManTech International Corporation
MANTECH	78/673742	7/19/2005	3410468	4/8/2008	ManTech International Corporation
HYPERDISK	86/754181	9/11/2015	5083438	11/15/2016	ManTech International Corporation
HYPERDISK	86/754235	9/11/2015	5083439	11/15/2016	ManTech International Corporation
ITSFAC	78/949662	8/10/2006	3251760	6/12/2007	ManTech Advanced Systems International, Inc.

Trademark Applications:

Trademark	Application (Serial) No.	Application (Filing) Date	Owner
ST3P (Standard Character)	97/200692	01/03/2022	ManTech Advanced Systems International, Inc
SITEGUAGE	90/800713	6/29/2021	ManTech Advanced Systems International, Inc.

**III. COPYRIGHTS**

Registration No.	Title	Owner
TX0007609921	A Primer on Body-Worn Cameras for Law Enforcement.	ManTech International Corporation
TXu000570347	Defense acquisition reference guide.	ManTech International Corporation
TXu000244204	Flex + life cycle costing system ; prev. or alternative ti., Flexio life cycle costing system ; version 10.2.	ManTech Advanced Systems International, Inc. Jointly owned by Zephyr Systems, Inc.
TX0006247586	Document detective security scanner with electronic document review system (EDRS), version 1	SRS Technologies
TX0006269922	Document detective security scanner with electronic document review system (EDRS), version 1 user's manual	SRS Technologies
TXu001170544	InfoZen Decision Support System : IDSS.	InfoZen, LLC