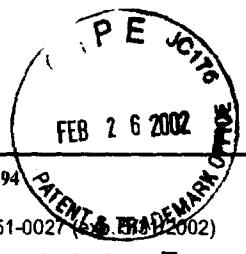


MRD
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03-08-2002



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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Form PTO-1594 (Rev. 03/01)
OMB No. 0651-0027 (Rev. 03/2002)
Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Haverstick Consulting, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Fifth Third Bank, Indiana
Internal
Address: _____
Street Address: 251 N. Illinois St., Ste. 1000
City: Indianapolis State: IN Zip: 46204

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other Indiana banking corporation

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)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: February 12, 2002

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 2117587, 2206410
 and 2215714

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Carolyn H. Andretti, Esq.
 Internal Address: Stuart & Branigin LLP

 Street Address: 8888 Keystone Crossing
 Suite 1401
 City: Indianapolis State: IN Zip: 46240

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....\$ 90.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.
 Jeffrey L. Hale, Vice President
 Name of Person Signing

Signature

February 12, 2002
 Date

Total number of pages including cover sheet, attachments, and document: 5

03/08/2002 LNUJELLER 00000082 2117587
 01 FC:481
 02 FC:482 40.00 OP
 50.00 OP

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

TRADEMARK
 REEL: 002456 FRAME: 0940

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (“**Security Agreement**”), is made as of the 12th day of February, 2002, by HAVERSTICK CONSULTING, INC., an Indiana corporation with Taxpayer I.D. No. 35-1938389 (“**Borrower**”), having its chief executive offices at 11405 North Pennsylvania Street, Suite 210, Carmel, Indiana 46032, in favor of FIFTH THIRD BANK, INDIANA, an Indiana banking corporation, with a notice address of 251 North Illinois Street, Suite 1000, Indianapolis, Indiana 46204 (the “**Bank**”).

WITNESSETH:

WHEREAS, pursuant to a certain General Security Agreement, dated as of February 12, 2002 (the “**Agreement**”), Borrower has granted to the Bank a security interest in all of Borrower’s assets including the Trademark Collateral, as described below; and

NOW, THEREFORE, for good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Borrower hereby grants to the Bank a continuing security interest in the “**Trademark Collateral**” listed on Schedule 1 hereto, to secure payment, performance and observance of the Obligations; and Borrower and the Bank further agree as follows:

1. Definitions. Terms used herein, and not specifically herein defined, shall have the meanings ascribed to them in the Agreement.

2. Purpose. This Security Agreement has been executed and delivered by Borrower to the Bank for the purpose of registering the grant of security interest herein with the United States Patent and Trademark Office or with such other Governmental Authorities as may have jurisdiction over the Trademark Collateral within or without the United States of America.

3. Incorporation by Reference. The security interest herein has been granted as a supplement to, and not in limitation of, the security interest granted to the Bank under the Agreement. The Agreement and all rights and remedies of the Bank thereunder shall remain in full force and effect in accordance with its terms. This Security Agreement is made subject to all the terms, covenants, conditions, obligations, stipulations and agreements contained in the Agreement to the same extent and effect as if fully set forth herein, and the Agreement is subject to all the terms, covenants, conditions, obligations, stipulations and agreements contained in this Security Agreement to the same extent and effect as if fully set forth therein. In the event of any irreconcilable inconsistency between the terms of the Agreement and this Security Agreement, the Agreement shall control.

4. Counterparts. This Security Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same document.

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

Haverstick Consulting, Inc.,
an Indiana corporation

By: *Rollin M. Dick*
Rollin M. Dick, Vice Chairman and Chief
Financial Officer

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Rollin M. Dick, known to me to be the Vice Chairman and Chief Financial Officer of Haverstick Consulting, Inc., and acknowledged the execution of the foregoing for and on behalf of said corporation.

Witness my hand and Notarial Seal, this 12th day of February, 2002.

Rebecca C. Pearce
Notary Public - Signature

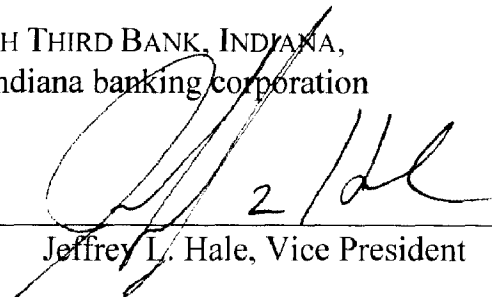
REBECCA C. PEARCE
Notary Public - Printed

My Commission Expires:
5-3-2008

My County of Residence:
Marion

ACCEPTED:

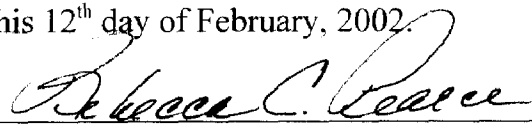
FIFTH THIRD BANK, INDIANA,
an Indiana banking corporation

By: 
Jeffrey L. Hale, Vice President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Jeffrey L. Hale, known to me to be a Vice President of FIFTH THIRD BANK, INDIANA, and acknowledged the execution of the foregoing for and on behalf of said bank.

Witness my hand and Notarial Seal, this 12th day of February, 2002.


Notary Public - Signature

REBECCA C. PEARCE
Notary Public - Printed

County of Residence: Marion

My Commission Expires: 5-3-2008

SCHEDULE 1

TRADEMARKS AND TRADEMARK APPLICATIONS

C/SOFT AND DESIGN

FRN 2117587; REGISTERED 12/2/1997

INDIANA REG NO. 50103907; REGISTERED 7/16/1996

C/SYNC AND DESIGN

FRN 2206410; REGISTERED 12/1/1998

INDIANA REG NO. 50104148; REGISTERED 12/2/1996

C/ROUTE AND DESIGN

FRN 2215714; REGISTERED 1/5/1999

INDIANA REG NO. 50104147; REGISTERED 12/2/1996

THE CLIENT/SERVER INTEGRATION COMPANY

INDIANA REGISTRATION NO. 50103043

REGISTERED 6/1/1995

280421.1