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Form PTO-1594 (Rev. 01-09)
OMB Collection 0651-0027 (exp. 0)

02-19-2009

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



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To the Director of the U. S. Patent and Trademark Office

Send documents or the new address(es) below

1. Name of conveying party(ies):
Digital Fusion, Inc.

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: KeyBank National Association, as Admin. Agent
 Internal Address: _____
 Street Address: 601 108th Avenue NE, 5th floor
 City: Bellevue
 State: WA
 Country: USA Zip: 98004

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other national banking association Citizenship USA-Ohio

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)

3. Nature of conveyance / Execution Date(s) :
 Execution Date(s) 02/06/2009

Assignment Merger
 Security Agreement Change of Name
 Other: Trademark Security Agreement (Second Lien)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No. (s) _____
 B. Trademark Registration No. (s) 2655376

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown): _____

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Deborah Taylor
 Internal Address: c/o Latham & Watkins LLP
 Street Address: 355 South Grand Avenue
 City: Los Angeles
 State: CA Zip: 90071
 Phone Number: 213-485-1234
 Fax Number: 213-891-8763
 Email Address: deborah.taylor@lw.com

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00

Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

02/18/2009 MIAMA1 00000022 2655376
 Deposit Account Number _____
 01 FC:8521
 Authorized User Name _____ 48.00 00

9. Signature: Deborah E. Taylor February 10, 2009
 Signature Date

Deborah E. Taylor Total number of pages including cover sheet, attachments, and document: 6
 Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1460, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT (SECOND LIEN)

Trademark Security Agreement (Second Lien), dated as of February 6, 2009 (as amended, restated, amended and restated, or otherwise modified, the "Trademark Security Agreement"), between DIGITAL FUSION, INC., a Delaware corporation ("Grantor") and KEYBANK NATIONAL ASSOCIATION, in its capacity as administrative agent for the Secured Parties (together with any successors and assigns thereto in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, Grantor is party to the Pledge and Security Agreement (Second Lien) dated as of December 31, 2007 (as amended, restated, amended and restated, or otherwise modified, the "Pledge and Security Agreement") between Grantor and the other grantors party thereto and the Administrative Agent, and pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties to enter into the Credit Agreement, Grantor hereby agrees with the Administrative Agent, as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein without definition shall have the meaning given to them in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Grantor hereby pledges and grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing, including, but not limited to: (i) the registrations and applications referred to on Schedule I hereto (as such schedule may be amended or supplemented from time to time), (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, "Trademarks"); and

(b) any and all agreements providing for the granting of any right in or to Trademarks (whether Grantor is licensee or licensor thereunder) including, without

limitation, each agreement referred to on Schedule I hereto (as such schedule may be amended or supplemented from time to time) (collectively, "Trademark Licenses").

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Pledge and Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Applicable Law. This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of 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.

[Remainder of page intentionally left blank]

In Witness Whereof, Grantor has caused this Trademark Security Agreement (Second Lien) to be executed and delivered by its duly authorized officer as of the date first set forth above.

DIGITAL FUSION, INC., a Delaware
corporation,
as Grantor

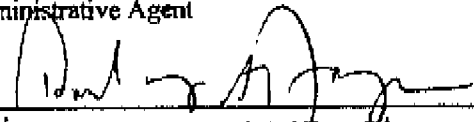
By: 
Name: Deanna H. Lund
Title: Senior Vice President & CFO

[Signature Page to Trademark Security Agreement (Second Lien)]

TRADEMARK
REEL: 003948 FRAME: 0134

Accepted and Agreed:

KEYBANK NATIONAL ASSOCIATION,
as Administrative Agent

By: 
Name: Raed Y. Afayoumi
Title: Vice President

[Signature Page to Trademark Security Agreement (Second Lien)]

**SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS**

Description of Trademark	Registration/Serial Number	Registration/Filing Date
REAL POOL (trademark)	78101833 (Serial No.)	January 10, 2002 (Filing Date)
DIGITAL FUSION (service mark)	2655376	December 3, 2002
DIGITAL FUSION, INC.		

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LATHAM & WATKINS LLP

FACSIMILE TRANSMISSION

Date:

Mary Benton

571/273-0140

571/272-3350

To: *USPTO*

Fax:

Tel:

From: *Deborah Taylor*

Re: *Correction*

Number of pages, including cover: *10*

Original(s) to follow

(Begin Typing Here)

Cover page corrected to show receiving entity's citizenship (USA-Ohio).

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RECORDED: 02/13/2009

**TRADEMARK
REEL: 003948 FRAME: 0136**