

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Intellectual Property Security Interest Assignment Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as prior Administrative Agent		10/21/2010	national banking association: UNITED STATES

**RECEIVING PARTY DATA**

Name:	Bank of America, N.A., as successor Administrative Agent
Street Address:	231 South LaSalle Street
Internal Address:	Mail Code IL1-231-08-30
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60697
Entity Type:	national banking association: UNITED STATES

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	2296935	ACQUILINE
Registration Number:	3259710	CACI EVER VIGILANT
Registration Number:	1790241	QUICKBID
Registration Number:	1873119	SIMPROCESS
Registration Number:	1374166	CACI
Registration Number:	1274961	NETWORK 11.5
Registration Number:	1647986	HIGHVIEW

**CORRESPONDENCE DATA**

Fax Number: (919)416-8328  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 9192868041  
 Email: pto\_tmconfirmation@mvalaw.com  
 Correspondent Name: Moore & Van Allen PLLC

OP \$190.00 2296935

**900174927**

**TRADEMARK  
 REEL: 004304 FRAME: 0150**

Address Line 1: 430 Davis Drive  
Address Line 2: Suite 500  
Address Line 4: Morrisville, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER:	017625-004629 JES
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NAME OF SUBMITTER:	John E. Slaughter
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Signature:	/John E. Slaughter/
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Date:	10/26/2010
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**Total Attachments: 6**

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## INTELLECTUAL PROPERTY SECURITY INTEREST ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY INTEREST ASSIGNMENT AGREEMENT (the "Agreement") is made and entered into as of the 21<sup>st</sup> day of October, 2010, by Bank of America, N.A., as prior Administrative Agent, with an address of 231 South LaSalle Street, 17<sup>th</sup> Floor, Mail Code: IL1-231-17-01, Chicago, IL 60604 ("Assignor"), in favor of Bank of America, N.A., as successor Administrative Agent, with an address of 231 S. LaSalle Street, Mail Code: IL1-231-09-42, Chicago, IL 60604 ("Assignee").

### W I T N E S S E T H

WHEREAS, Assignor is the present legal and equitable owner and holder of the Security Instrument (as hereinafter defined) on that certain intellectual property described on Exhibit A annexed hereto and made a part hereof or otherwise subject to the Security Instrument (the "IP Collateral"); and

WHEREAS, the parties hereto desire that Assignor assign to Assignee all of Assignor's right, title and interest in and to the Security Instrument, including, without limitation, its security interest in, and lien on, the IP Collateral, and Assignee desires to accept and assume all of such right, title, interest, security interests and liens.

NOW, THEREFORE, in consideration of the mutual and dependent promises and undertakings set forth herein, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Assignor and Assignee hereby covenant and agree as follows:

1. Assignment. Assignor does hereby irrevocably transfer, assign, grant and convey to Assignee all of its right, title and interest in and to that certain Security Agreement (as amended, modified, or supplemented from time to time) and associated Notice of Grant of Security Interest in Patents (recorded at the United States Patent and Trademark Office on July 6, 2004 at Reel 014816 and Frame 0447), Notice of Grant of Security Interest in Trademarks (recorded at the United States Patent and Trademark Office on September 7, 2004 at Reel 2930 and Frame 0227), Notice of Grant of Security Interest in Trademarks (recorded at the United States Patent and Trademark Office on July 6, 2004 at Reel 2885 and Frame 0713), Notice of Grant of Security Interest in Trademarks (recorded at the United States Patent and Trademark Office on July 6, 2004 at Reel 2885 Frame 0743, correction recorded September 8, 2004 at Reel 2931 and Frame 0471), Notice of Grant of Security Interest in Trademarks (recorded at the United States Patent and Trademark Office on September 7, 2004 at Reel 2930 and Frame 0236), Notice of Grant of Security Interest in Copyrights (recorded at the United States Copyright Office on July 9, 2004 at Volume 3512 and Doc. No. 686), Notice of Grant of Security Interest in Copyrights (recorded at the United States Copyright Office on July 9, 2004 at Volume 3512 and Doc. No. 639), Notice of Grant of Security Interest in Copyrights (recorded at the United States Copyright Office on July 9, 2004 at Volume 3512 and Doc. No. 640), and Notice of Grant of Security Interest in Copyrights (recorded at the United States Copyright Office on July 8, 2004 at Volume 3512 and Doc. No. 575), together with any rider, addendum, exhibit, schedule and attachment thereto (collectively, the "Security Instrument"), together with all attendant liens, rights, title, assignments, interests (including, without limitation, all security interests in the IP Collateral), and filings pertaining to or arising from the Security Instrument. Furthermore, Assignor does hereby grant and delegate to Assignee any and all of the duties and obligations of Assignor under the Security Instrument from and after the date hereof. Assignee does hereby accept and assume all of such right, title, interest, duties and obligations.

2. Representations and Warranties of Assignor. This Agreement is an absolute assignment. This Assignment is made without recourse, representation, or warranty, express or implied, except that the Assignor represents and warrants that (i) it has the requisite power and authority and the legal right to enter into this Agreement, and to perform its obligations hereunder and (ii) this Agreement has been duly executed and delivered on its behalf and is a legal and valid obligation binding upon it and is enforceable in accordance with its terms.

3. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the state in which Assignee is located.

4. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5. Partial Invalidation. Each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Agreement or the application of such provision to any person or circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected by such invalidity or unenforceability.

6. Further Assurances. Assignor agrees perform all reasonable and proper additional acts and to execute and deliver such further documentation as may be reasonably deemed necessary or desirable by the Assignee to carry out the provisions and purposes of this Agreement and to preserve and perfect the liens and security interests.

7. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission or electronic mail shall be as effective as delivery of a manually executed counterpart of this Agreement.

**[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

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

ASSIGNOR:

BANK OF AMERICA, N.A., as prior Administrative Agent

By: 

Name: Roberto O. Salazar

Title: Assistant Vice President

ASSIGNEE:

BANK OF AMERICA, N.A., as successor Administrative Agent

By: 

Name: Roberto O. Salazar

Title: Assistant Vice President

**EXHIBIT A**

**INTELLECTUAL PROPERTY**

**CACI MTL Systems, Inc.  
(Delaware Corporation)**

**U.S. Patent Subject to Security Interest  
Granted by CACI MTL Systems, Inc.  
In Favor of Bank of America, N.A., as Administrative Agent  
Recorded 07/06/04 at Reel 014816 Frame 0447**

<b>Issued Patent Description</b>	<b>Patent No.</b>	<b>Issued</b>
APPARATUS AND METHOD FOR CHARACTERIZING DIGITAL IMAGES USING A TWO AXIS IMAGE SORTING TECHNIQUE	7233696	06/19/07

**CACI Enterprise Solutions, Inc.  
(Delaware Corporation)**

**U.S. Trademark Subject to Security Interest  
Granted by CACI Enterprise Solutions, Inc.  
In Favor of Bank of America, N.A., as Administrative Agent  
Recorded 09/07/04 at Reel 2930 Frame 0227**

<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>
ACQUILINE	2296935	11/30/99

**CACI International Inc  
(Delaware Corporation)**

**U.S. Trademark Subject to Security Interest  
Granted by CACI International Inc.  
In Favor of Bank of America, N.A., as Administrative Agent  
Recorded 07/06/04 at Reel 2885 Frame 0713**

<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>
CACI EVER VIGILANT	3259710	07/10/07

**CACI Products Company California  
(California Corporation)**

**U.S. Trademarks Subject to Security Interest  
Granted by CACI Products Company California  
In Favor of Bank of America, N.A., as Administrative Agent  
Recorded 07/06/04 at Reel 2885 Frame 0743  
Correction Recorded 09/08/04 at Reel 2931 Frame 0471**

Mark	Registration No.	Registration Date
QUICKBID	1790241	08/31/93
SIMPROCESS	1873119	01/10/95
CACI	1374166	12/03/85
NETWORK 11.5	1274961	04/24/84

**R.M. Vredenburg & Co.  
(Virginia Corporation)**

**U.S. Trademark Subject to Security Interest  
Granted by R.M. Vredenburg & Co.  
In Favor of Bank of America, N.A., as Administrative Agent  
Recorded 09/07/04 at Reel 2930 Frame 0236**

Mark	Registration No.	Registration Date
HIGHVIEW	1647986	06/18/91

**CACI, Inc.-Federal  
(Delaware Corporation)**

**U.S. Registered Copyrights Subject to Security Interest  
Granted by CACI, Inc. - Federal  
In Favor of Bank of America, N.A., as Administrative Agent  
Recorded 07/09/04 at V3512 D686**

Title	Registration No.	Reg. Date
Chapter 13 inquiry guide	TX3462246	12/15/92
Locate system / C A C I, Inc. - Federal	TXu77441	09/17/81
Finds: the friendly interactive database system	TX515953	07/24/80
Automated inventory control system: AICS	TXu245354	07/10/86

**CACI International, Inc  
(Delaware Corporation)**

**U.S. Registered Copyright Subject to Security Interest  
Granted by CACI International, Inc.  
In Favor of Bank of America, N.A., as Administrative Agent  
Recorded 07/09/04 at V3512 D639**

Title	Registration No.	Reg. Date
CACI: creation of an opportunity	TX5609329	2002

**CACI Premier Technology, Inc.  
(Delaware Corporation)**

**U.S. Registered Copyrights Subject to Security Interest  
Granted by CACI Premier Technology, Inc.  
In Favor of Bank of America, N.A., as Administrative Agent  
Recorded 07/09/04 at V3512 D640**

Title	Registration No.	Reg. Date
CAMP RR Database Schema	TX5739708	05/14/03
CAMP RR PHP Source Code	TX5739709	05/14/03
Combat Service Support Automation Management Office	TX5737810	05/14/03

**CACI Technologies, Inc.  
(Delaware Corporation)**

**U.S. Registered Copyright Subject to Security Interest  
Granted by CACI Technologies, Inc.  
In Favor of Bank of America, N.A., as Administrative Agent  
Recorded 07/08/04 at V3512 D575**

Title	Registration No.	Reg. Date
Information Warfare, The Cyberspace Environment	TX4334494	07/31/96