

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM423801

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aquilent, Inc.		04/14/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Collateral Agent		
Street Address:	101 North Tryon Street		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4623547	AQUILENT	
Registration Number:	3448031	AQUILENT	
Registration Number:	3434454	AQUILENT	
Registration Number:	4532792	OLYMPUS POWERED BY AQUILENT	
Registration Number:	4532793		
Registration Number:	3965260	INNOVATING TOMORROW'S GOVERNMENT_	
Registration Number:	3687968	EPIC	
Registration Number:	3434455		
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	800-494-5225		
Email:	ipteam@nationalcorp.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	National Corporate Research, LTD		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F169611		
NAME OF SUBMITTER:	Jordana Dreyfuss		

OP \$215.00 4623547

SIGNATURE:	/Jordana Dreyfuss/
DATE SIGNED:	04/14/2017
Total Attachments: 5 source=Grant of Security Interest In Trademarks#page2.tif source=Grant of Security Interest In Trademarks#page3.tif source=Grant of Security Interest In Trademarks#page4.tif source=Grant of Security Interest In Trademarks#page5.tif source=Grant of Security Interest In Trademarks#page6.tif	

GRANT OF
SECURITY INTEREST IN TRADEMARKS

GRANT OF SECURITY INTEREST IN TRADEMARKS (the “Agreement”), dated as of April 14, 2017, made by Aquilent, Inc., a Delaware corporation having a principal place of business at 8283 Greensboro Drive, McLean, Virginia 22102 (the “Grantor”), in favor of Bank of America, N.A., as Collateral Agent (the “Agent”) for the several banks and other financial institutions (the “Lenders”) which are parties to the Credit Agreement, dated as of July 31, 2012, as amended by the First Amendment dated as of August 16, 2013, Second Amendment dated as of May 7, 2014, Third Amendment dated as of July 13, 2016 and Fourth Amendment dated as of February 6, 2017 (as further amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Booz Allen Hamilton Inc. (the “Borrower”), the Agent and the Lenders from time to time party thereto.

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Grantor upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Guarantee and Collateral Agreement, dated as of July 31, 2012, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Guarantee and Collateral Agreement”); and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor granted to the Agent, for the benefit of the Secured Parties, a security interest in all of its Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make extensions of credit to the Grantor pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants, and pursuant to the Guarantee and Collateral Agreement, it granted to the Collateral Agent for

the benefit of the Secured Parties, a single security interest in all of the Grantor's right, title and interest in and to the Trademarks of the Grantor now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (including, without limitation, those items listed on Schedule I hereto), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor's Obligations, except that no security interest has or will be granted pursuant hereto in any Trademarks to the extent that such grant of a security interest is prohibited by, or constitutes a breach or default under or results in the termination of or requires any consent not obtained under, any contract, license, agreement, instrument, (including any permitted liens, leases and licenses) or other document evidencing or giving rise to such Trademarks in each case with any third party, joint venture or non wholly-owned Subsidiary, except to the extent that the term in such contract, license, agreement, instrument or other document or similar agreement providing for such prohibition, breach, default or termination or requiring such consent is ineffective under applicable law.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Guarantee and Collateral Agreement. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.


SECTION 5. Counterparts. This Agreement may be executed in counterparts (including by telecopy or electronic (i.e., "pdf") transmission), each of which will be deemed an original, but all of which together constitute one and the same original.

* * *

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

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

AQUILENT, Inc.,
as Grantor

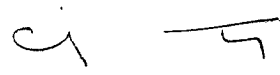
By: 
Name: Laura S. Adams
Title: Treasurer

[Signature Page to Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 006033 FRAME: 0914

BANK OF AMERICA, N.A., as Collateral Agent,

by:





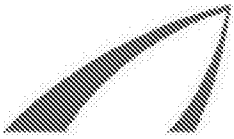
Name: Cindy Jordan
Title: Assistant Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006033 FRAME: 0915

SCHEDULE I

Trademark Registrations

Country	Trademark	Reg. Date	Reg. No.	Owner
United States	AQUILENT	October 21, 2014	4,623,547	Aquilent, Inc.
United States	AQUILENT	June 17, 2008	3,448,031	Aquilent, Inc.
United States		May 27, 2008	3,434,454	Aquilent, Inc.
United States	OLYMPUS Powered by Aquilent	May 20, 2014	4,532,792	Aquilent, Inc.
United States		May 20, 2014	4,532,793	Aquilent, Inc.
United States	Innovating tomorrow's government_	May 24, 2011	3,965,260	Aquilent, Inc.
United States	EPIC	September 29, 2009	3,687,968	Aquilent, Inc.
United States		May 27, 2008	3,434,455	Aquilent, Inc.