

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM505855

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release (Reel 5855 / Frame 0361)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Morgan Stanley Senior Funding, Inc.		01/14/2019	Bank: UNITED STATES

RECEIVING PARTY DATA

Name:	Engility Corporation
Street Address:	4803 Stonecroft Blvd.
City:	Chantilly
State/Country:	VIRGINIA
Postal Code:	20151
Entity Type:	Corporation: MASSACHUSETTS
Name:	Engility LLC
Street Address:	4803 Stonecroft Blvd.
City:	Chantilly
State/Country:	VIRGINIA
Postal Code:	20151
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	4635942	D3IA
Registration Number:	4236110	ENGILITY
Registration Number:	2266440	MPRI
Registration Number:	2754719	MEDTEAMS
Registration Number:	1945607	ETCC
Registration Number:	1921276	EMERGENCY TEAM COORDINATION COURSE
Registration Number:	0979114	DRC
Registration Number:	4115094	ASSURENET
Registration Number:	4220167	TASC
Registration Number:	4220166	TASC
Registration Number:	4354368	TASC
Registration Number:	4289442	TERANET
Registration Number:	4430401	CYBERWARRIOR

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1172637	TASC
Registration Number:	3143196	VIDEOSCOUT
Registration Number:	2805906	VIGRAWATCH
Registration Number:	4266072	INSYTE
Registration Number:	3720499	ANTARES
Registration Number:	2707440	PIXELRAY
Registration Number:	2253376	VIGRA
Registration Number:	2344063	VIGRAVISION
Registration Number:	1147865	JAYCOR

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Doris Ka
SIGNATURE:	/Doris Ka/
DATE SIGNED:	01/15/2019

Total Attachments: 4

source=Engility - Trademark Release (Executed)#page1.tif

source=Engility - Trademark Release (Executed)#page2.tif

source=Engility - Trademark Release (Executed)#page3.tif

source=Engility - Trademark Release (Executed)#page4.tif

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Morgan Stanley Senior Funding, Inc.

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

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

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

Execution Date(s) January 14, 2019

- Assignment
- Security Agreement
- Other Release (Reel 5855 / Frame 0361)
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: _____ 1. Engility Corporation
4803 Stonecroft Blvd.
Street Address: _____ Chantilly, VA 20151
City: _____ Corporation - Massachusetts, USA
State: _____ 2. Engility LLC
4803 Stonecroft Blvd.
Country: _____ Chantilly, VA 20151

Limited liability company - Delaware, USA

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

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)

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

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s) _____

See attached Schedule A

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: Doris Ka, Legal Assistant

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3569

Docket Number: 16270.1187

Email Address: dka@cahill.com

6. Total number of applications and registrations involved:

22

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

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:


Signature

January 14, 2019

Date

Doris Ka

Name of Person Signing

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

4

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

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of January 14, 2019 (the “Effective Date”), is made by Morgan Stanley Senior Funding, Inc., in its capacity as Collateral Agent (the “Agent”), in favor of the grantor party identified on the signature page hereto (the “Grantor”). Capitalized terms used but not defined herein have the meanings given to them (including by reference) in the Security Agreement (as defined below).

WHEREAS, pursuant to that certain Guarantee and Collateral Agreement, dated as of August 12, 2016, by and among the Agent, the Grantors and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “Security Agreement”), the Grantors granted to the Agent, in its capacity as Collateral Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantors executed and delivered a Grant of Security Interest in Trademark Rights, dated as of August 12, 2016 (the “Trademark Security Agreement”), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on August 15, 2016 at Reel/Frame 5855/0361;

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

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.

2. Release of Collateral. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Trademarks and Trademark applications set forth Schedule A attached hereto (the “Released Trademark Collateral”), arising under the Security Agreement and the Trademark Security Agreement. If and to the extent that the Agent has acquired any right, title or interest in and to the Released Trademark Collateral under the Trademark Security Agreement, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantors.

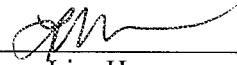
3. Further Assurances. The Agent agrees to take all further actions, and provide to the Grantors and their respective successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantors, at the Grantors’ sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

4. Governing Law. This Release shall be governed exclusively under the laws of New York, without regard to conflicts of law or choice of law principles.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

**MORGAN STANLEY SENIOR FUNDING,
INC., acting in its capacity as collateral agent
for the Lenders**

By: 
Name: Lisa Hanson
Title: Vice President

GRANTORS:

**ENGILITY CORPORATION
ENGILITY LLC**

[Engility – Trademark Release]

**TRADEMARK
REEL: 006524 FRAME: 0290**

Schedule A

U.S. Trademark Registrations and Applications

<u>Trademark</u>	<u>Application No. / Registration No.</u>
D3IA	4635942
ENGILITY	4236110
MPRI	2266440
MEDTEAMS	2754719
ETCC	1945607
EMERGENCY TEAM COORDINATION COURSE	1921276
DRC	0979114
ASSURENET	4115094
TASC	4220167
TASC	4220166
TASC	4354368
TERANET	4289442
CYBERWARRIOR	4430401
TASC	1172637
VIDEOSCOUT	3143196
VIGRAWATCH	2805906
INSYTE	4266072
ANTARES	3720499
PIXELRAY	2707440
VIGRA	2253376
VIGRAVISION	2344063
JAYCOR	1147865