# OP \$160.00 69074

# PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
Booz Allen Hamilton Inc.	07/31/2008

#### **RECEIVING PARTY DATA**

Name:	Credit Suisse, Cayman Islands Branch	
Street Address:	11 Madison Avenue	
City:	New York	
State/Country:	NEW YORK	
Postal Code:	10010	

#### PROPERTY NUMBERS Total: 4

Property Type	Number	
Patent Number:	6907430	
Application Number:	09811823	
Application Number:	10845423	
Application Number:	11386849	

### CORRESPONDENCE DATA

Fax Number: (866)826-5420

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ATTORNEY DOCKET NUMBER: 33527

NAME OF SUBMITTER: Penelope J.A. Agodoa

PATENT REEL: 021328 FRAME: 0271

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Total Attachments: 6
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#### **GRANT OF SECURITY INTEREST IN PATENTS**

GRANT OF SECURITY INTEREST IN PATENTS (the "Agreement"), dated as of July 31, 2008, made by BOOZ ALLEN HAMILTON INC., a Delaware corporation having a principal place of business at 8283 Greensboro Drive, McLean, Virginia 22012 (the "Grantor"), in favor of Credit Suisse, Cayman Islands Branch, as collateral agent (the "Collateral Agent") for the several banks and other financial institutions (the "Lenders") which are parties to the Credit Agreement, dated as of July 31, 2008 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Explorer Investor Corporation ("Holdings"), a Delaware corporation, Explorer Merger Sub Corporation, a Delaware corporation (the "Initial Borrower"), Grantor (as Surviving Borrower), the Lenders, Credit Suisse, Cayman Islands Branch, as Collateral Agent and Administrative Agent, Bank of America, N.A., as Syndication Agent, Lehman Brothers Commercial Bank, C.I.T. Leasing Corporation and Sumitomo Mitsui Banking Corporation, as Documentation Agents, Credit Suisse, as Issuing Lender and Banc of America Securities LLC, Credit Suisse Securities (USA) LLC, Lehman Brothers Inc. and Sumitomo Matsui Banking Corporation as Joint Lead Arrangers and Joint Bookrunners.

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, Holdings and the Initial Borrower have executed and delivered a Guarantee and Collateral Agreement, dated as of July 31, 2008, in favor of the Collateral 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 Collateral Agent, for the ratable benefit of the Secured Parties a security interest in all of its Intellectual Property, including the Patents; 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 Borrower under the Credit Agreement, the Grantor agrees, for the ratable benefit of the Collateral Agent and the other Secured Parties, as follows:

SECTION 1. <u>Definitions</u>. 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.

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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 ratable benefit of the Secured Parties, a single security interest in all of such Grantor's right, title and interest in and to the Patents of such Grantor now owned or at any time hereafter acquired by such Grantor or in which such 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 such Grantor's Obligations, except that no security interest is or will be granted pursuant hereto in any Patents 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 Patents in each case with any third party, joint venture or non whollyowned 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. <u>Purpose</u>. 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. <u>Acknowledgment</u>. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Patents 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. <u>Counterparts</u>. 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.

BOOZ ALLEN HAMILTON INC.

By:

Name: Ralph Shrader

Title: Chairman and Chief Executive Officer

[Signature Page - Patent Notice Filing]

# CREDIT SUISSE, CAYMAN ISLANDS BRANCH, as Collateral Agent

By: Name:

Name Title:

IND TORONTO DISECTOR

By:

Name: Title:

SHAHEEN MALIK ASSOCIATE

[Signature Page - Patent Notice Filing]

# **SCHEDULE I**

#### **Patents**

**TITLE Inventors** App. No. Filing Date Patent No. Issue Date Method and system Chee-Yee Chong; 6,907,430 09/969,722 10/2/2001 11/6/2005 for assessing attacks Lester J. Gong; on computer Erich J. Smythe networks using bayesian networks

# Patent Applications

TITLE	<u>Inventors</u>	App. No.	Filing Date
Method and system for electronic voter registration and electronic voting over a network	Edward Rodriguez; Thomas K. Vander Vlis; Peter J. Butziger	09/811,823	09/26/2002
Apparatus, method and computer readable medium for evaluating a network of entities and assets*	Mark Herman; Melissa Hathaway; Melvin Sobotka	10/845,423	05/14/2004
System and method for assessing bundled non-kinetic and kinetic force options	Melissa E. Hathaway; Keith M. Catanzano; Allan O. Steinhardt; Wendy L. Wood; Jeffrey M. Farrell; David H. Bulford; Robert A. McDonald	11/386,849	03/23/2006

<sup>\*</sup> This application has not yet been assigned by the inventors to Booz Allen Hamilton Inc. An assignment from the inventors to Booz Allen Hamilton Inc. will be filed within 30 days after the date hereof.

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**RECORDED: 08/01/2008**