

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	GRANT OF SECURITY INTEREST IN PATENT RIGHTS
CONVEYING PARTY DATA	
Name	Execution Date
TASC, Inc.	12/18/2009
RECEIVING PARTY DATA	
Name:	BARCLAYS BANK PLC, as collateral agent
Street Address:	745 Seventh Ave.
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	5999840
Patent Number:	5531520
Application Number:	11347285
Patent Number:	7558654
CORRESPONDENCE DATA	
Fax Number:	(714)755-8290
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	714-540-1235
Email:	ipdocket@lw.com, kristin.azcona@lw.com
Correspondent Name:	LATHAM & WATKINS LLP
Address Line 1:	650 Town Center Drive, 20th Floor
Address Line 4:	Costa Mesa, CALIFORNIA 92626
ATTORNEY DOCKET NUMBER:	043546-0006
NAME OF SUBMITTER:	Kristin J. Azcona
Total Attachments: 5	

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**PATENT
 REEL: 023691 FRAME: 0802**

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GRANT OF SECURITY INTEREST IN PATENT RIGHTS

This GRANT OF SECURITY INTEREST IN PATENT RIGHTS, dated as of December 18, 2009 (as amended, supplemented or otherwise modified from time to time, the "Agreement"), is made by TASC, Inc., a Massachusetts corporation, with an address of 4805 Stonecroft Boulevard, Chantilly, VA 20151 (the "Grantor") in favor of Barclays Bank PLC, a public limited company, with an address of 745 Seventh Ave., New York, NY 10019, as collateral agent (in such capacity and together with its successors, the "Collateral Agent") for the banks and other financial institutions or entities (the "Lenders") from time to time parties to the Credit Agreement, dated as of December 18, 2009 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Birch Intermediate Corp., a Delaware corporation, Birch Acquisition Corp., a Massachusetts corporation, TASC, Inc., a Massachusetts corporation, the Lenders party thereto and Barclays Bank PLC, as administrative agent and Collateral Agent.

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantor shall have executed and delivered that certain Guarantee and Collateral Agreement, dated as of December 18, 2009, in favor of the Collateral Agent (as amended, supplemented, replaced or otherwise modified from time to time, the "Collateral Agreement"); and

WHEREAS, under the terms of the Collateral Agreement, the Grantor has granted to the Collateral Agent a security interest in all Intellectual Property of the Grantor, including the Patents, and has agreed as a condition thereof to execute this Agreement for recording with the United States Patent and Trademark Office.

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

SECTION 1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement, and, if not therein defined, in the Credit Agreement.

SECTION 2. Grant of Security. The Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in and to all of such Grantor's right, title and interest in and to the Patents (including, without limitation, those items listed on Schedule A 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.

SECTION 3. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement.

SECTION 4. Execution in Counterparts. This Agreement may be executed in any number of counterparts (including by telecopy), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York without regard to principles of conflicts of laws that would result in the application of any law other than the law of the State of New York.

SECTION 6. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to those set forth in the Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are in conflict with the Collateral Agreement or the Credit Agreement, the provisions of the Collateral Agreement or the Credit Agreement shall govern.

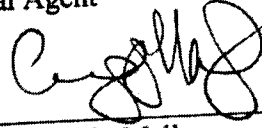
IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

TASC, INC.

By: Joseph K. Dodd
Name: Joseph K. Dodd
Title: Secretary and Assistant Treasurer

BARCLAYS BANK PLC,
as Collateral Agent

By:



Name: Craig Malloy
Title: Director

[Signature page -- Grant of Security Interest in Patent Rights]

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Schedule A

U.S. Patents and Patent Applications

<u>Patent Title</u>	<u>Serial No. / Filing Date</u>	<u>Patent No. / Issue Date</u>
System and method of registration of three-dimensional data sets	08/521,018 8/30/1995	5,999,840 12/7/1999
System and method of registration of three-dimensional data sets including anatomical body data	08/299,378 9/1/1994	5,531,520 7/2/1996
Apparatus and method for providing program protection engineering, security management, and report preparation for sensitive and classified projects	11/347,285 2/6/2006	N/A
Apparatus and method for providing flight operations integrated planning and analysis tools	11/220,744 9/8/2005	7,558,654 7/7/2009