

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT2870678

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECOND LIEN GRANT OF SECURITY INTEREST IN PATENT RIGHTS		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name			Execution Date
TASC, INC.			05/23/2014
RECEIVING PARTY DATA			
Name:	BARCLAYS BANK PLC, AS COLLATERAL AGENT		
Street Address:	745 SEVENTH AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10019		
PROPERTY NUMBERS Total: 4			
Property Type	Number		
Patent Number:	5531520		
Patent Number:	5999840		
Patent Number:	7865388		
Patent Number:	7558654		
CORRESPONDENCE DATA			
Fax Number:	(212)751-4864		
<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:	212-906-1200		
Email:	angela.amaru@lw.com		
Correspondent Name:	LATHAM & WATKINS LLP C/O ANGELA M. AMARU		
Address Line 1:	885 THIRD AVENUE		
Address Line 2:	SUITE 1000		
Address Line 4:	NEW YORK, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	043546-0018		
NAME OF SUBMITTER:	ANGELA M. AMARU		
SIGNATURE:	/s/ Angela M. Amaru		
DATE SIGNED:	05/27/2014		
This document serves as an Oath/Declaration (37 CFR 1.63).			
Total Attachments: 5			

PATENT

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SECOND LIEN GRANT OF SECURITY INTEREST IN PATENT RIGHTS

This SECOND LIEN GRANT OF SECURITY INTEREST IN PATENT RIGHTS, dated as of May 23, 2014 (as amended, supplemented or otherwise modified from time to time, the "Agreement"), is made by TASC, Inc., a Massachusetts corporation, with an address of 4801 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 Second Lien Credit Agreement, dated as of May 23, 2014 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among TASC Parent Corporation, a Delaware 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 Second Lien Guarantee and Collateral Agreement, dated as of May 23, 2014, 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.,
as Grantor

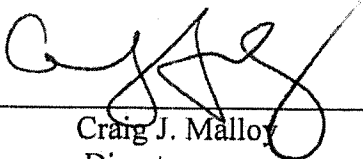
By: Wayne Rehberger
Name: Wayne Rehberger
Title: Senior Vice President & Chief Financial Officer

BARCLAYS BANK PLC,
as Collateral Agent

By: _____

Name:

Title:


Craig J. Malloy
Director

Schedule A

U.S. Patents and Patent Applications

	Patent Title	Application Number Application Date	Registration Number Grant Date	Status	Owner
1.	SYSTEM AND METHOD OF REGISTRATION OF THREE-DIMENSIONAL DATA SETS INCLUDING ANATOMICAL BODY DATA	08299378 9/1/1994	5531520 7/2/1996	ISSUED	Jointly owned by TASC, Inc. And The Brigham & Women's Hospital, Inc.
2.	SYSTEM AND METHOD OF REGISTRATION OF THREE-DIMENSIONAL DATA SETS	08521018 8/30/1995	5999840 12/7/1999	ISSUED	Jointly owned by TASC, Inc. And The Brigham & Women's Hospital, Inc.
3.	APPARATUS AND METHOD FOR PROVIDING PROGRAM PROTECTION ENGINEERING, SECURITY MANAGEMENT, AND REPORT PREPARATION FOR SENSITIVE AND CLASSIFIED PROJECTS	11347285 2/6/2006	7865388 1/4/2011	ISSUED	TASC, Inc.
4.	APPARATUS AND METHOD FOR PROVIDING FLIGHT OPERATIONS INTEGRATED PLANNING AND ANALYSIS TOOLS	11220744 9/8/2005	7558654 7/7/2009	ISSUED EXPIRED For failure to pay maintenance fees 8/5/2013	TASC, Inc.