

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
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EPAS ID: PAT3001957

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	SECOND LIEN PATENT SECURITY AGREEMENT	
<b>SEQUENCE:</b>	3	
<b>CONVEYING PARTY DATA</b>		
<b>Name</b>		<b>Execution Date</b>
ALION SCIENCE AND TECHNOLOGY CORPORATION		08/18/2014
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	WILMINGTON TRUST, NATIONAL ASSOCIATION	
<b>Street Address:</b>	1100 NORTH MARKET STREET	
<b>City:</b>	WILMINGTON	
<b>State/Country:</b>	DELAWARE	
<b>Postal Code:</b>	19890	
<b>PROPERTY NUMBERS Total: 8</b>		
<b>Property Type</b>	<b>Number</b>	
Patent Number:	7660819	
Patent Number:	7710643	
Patent Number:	7980522	
Patent Number:	8131724	
Patent Number:	8560546	
Application Number:	12000097	
Application Number:	12591504	
Application Number:	13192359	
<b>CORRESPONDENCE DATA</b>		
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<b>ATTORNEY DOCKET NUMBER:</b>	049646-0121	
<b>NAME OF SUBMITTER:</b>	ANNA T KWAN	
<b>SIGNATURE:</b>	/ATK/	

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<b>DATE SIGNED:</b>	08/28/2014
<b>Total Attachments: 5</b> source=Alion - Second Lien Patent Security Agreement (executed) (2)#page1.tif source=Alion - Second Lien Patent Security Agreement (executed) (2)#page2.tif source=Alion - Second Lien Patent Security Agreement (executed) (2)#page3.tif source=Alion - Second Lien Patent Security Agreement (executed) (2)#page4.tif source=Alion - Second Lien Patent Security Agreement (executed) (2)#page5.tif	

## SECOND LIEN PATENT SECURITY AGREEMENT

This **SECOND LIEN PATENT SECURITY AGREEMENT**, dated as of August 18, 2014 (as it may be amended, restated, supplemented or otherwise modified from time to time, this **"Agreement"**), is made by the entities identified as grantors on the signature pages hereto (collectively, the **"Grantors"**) in favor of Wilmington Trust, National Association, as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the **"Collateral Agent"**).

**WHEREAS**, the Grantors are party to a Second Lien Pledge and Security Agreement dated as of August 18, 2014 (as it may be amended, restated, supplemented or otherwise modified from time to time, the **"Pledge and Security Agreement"**) between each of the Grantors and the other grantors party thereto and the Collateral Agent pursuant to which the Grantors granted a security interest to the Collateral Agent in the Patent Collateral (as defined below) and are required to execute and deliver this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Collateral Agent as follows:

### SECTION. 1. Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

### SECTION 2. Grant of Security Interest

Each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the **"Patent Collateral"**):

all United States and foreign patents and certificates of invention, or similar industrial property rights, and applications for any of the foregoing, including, without limitation: (i) each patent and patent application listed in Schedule A attached hereto, (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof, (iii) all patentable inventions and improvements thereto, (iv) the right to sue or otherwise recover for any past, present and future infringement or other violation thereof, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

### SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms

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and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement or the Intercreditor Agreement, the provisions of the Pledge and Security Agreement or the Intercreditor Agreement, as applicable, shall control.

#### **SECTION 4. Governing Law**

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

#### **SECTION 5. Counterparts**

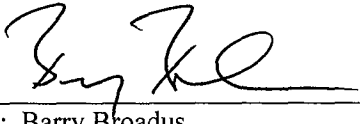
This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile or other electronic transmission (e.g., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart hereof.

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IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

**ALION SCIENCE AND TECHNOLOGY  
CORPORATION,**

as Grantor

By:   
Name: Barry Broadus  
Title: Chief Financial Officer

[Signature Page to Second Lien Patent Security Agreement]

**PATENT**  
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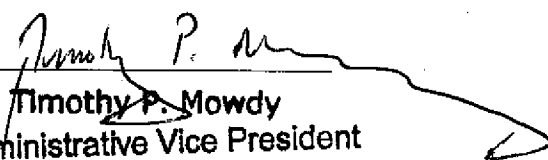
Accepted and Agreed:

Wilmington Trust, National Association,  
as Collateral Agent

By: \_\_\_\_\_

Name:

Title:

  
**Timothy P. Mowdy**  
**Administrative Vice President**

[Signature Page to Second Lien Patent Security Agreement]

**PATENT**  
**REEL: 033654 FRAME: 0478**

**SCHEDULE A**  
**to**  
**PATENT SECURITY AGREEMENT**

**PATENTS AND PATENT APPLICATIONS**

<u>Title</u>	<u>Inventor(s)</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Status</u>	<u>Patent No.</u>
System for Similar Document Detection	Ophir Frieder, Abdur Chowdhury	09/629,175	7/31/2000	Issued 02/09/2010	7,660,819
Apparatus for and Method of Delivering Visual Image into Air	Michael Mitchell-Dignan, et al.	11/902,936	9/26/2007	Issued 05/04/2010	7,710,643
Active Sonar Apparatuses and Methods	Martin Paul DeMaio, et al.	12/000,097	12/07/2007	Pending	
Trailing Edge Blade Clamp	Benjamin Anderson, Eric Peterson	12/005,611	12/28/2007	Issued 07/19/2011	7,980,522
Filter Cleaning Method	Donald Haun, Wayne Adamson	12/591,504	11/20/2009	Pending	
System for Similar Document Detection	Ophir Frieder, Abdur Chowdhury	12/643,662	12/21/2009	Issued 03/06/2012	8,131,724
System for Similar Document Detection	Ophir Frieder, Abdur Chowdhury	13/363,806	2/1/2012	Issued 10/15/2013	8,560,546
Magnetic Effects Sensor, a Resistor and Method of Implementing Same	Joseph T. Siewick, Frank Allen	13/192,359	07/27/2011	Pending	

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