

## PATENT ASSIGNMENT COVER SHEET

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	FIRST LIEN GRANT OF SECURITY INTEREST IN PATENT RIGHTS
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
ALION SCIENCE AND TECHNOLOGY CORPORATION	08/19/2015
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	UBS AG, STAMFORD BRANCH, AS ADMINISTRATIVE AGENT
<b>Street Address:</b>	677 WASHINGTON BOULEVARD
<b>City:</b>	STAMFORD
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06901
<b>PROPERTY NUMBERS Total: 10</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	7660819
Patent Number:	7710643
Application Number:	12000097
Patent Number:	7980522
Application Number:	12591504
Patent Number:	8131724
Patent Number:	8560546
Application Number:	13192359
Application Number:	14721272
Application Number:	62163662
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(714)755-8290
<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>	
<b>Email:</b>	ipdocket@lw.com
<b>Correspondent Name:</b>	LATHAM & WATKINS LLP
<b>Address Line 1:</b>	650 TOWN CENTER DRIVE
<b>Address Line 2:</b>	SUITE 2000
<b>Address Line 4:</b>	COSTA MESA, CALIFORNIA 92626
<b>ATTORNEY DOCKET NUMBER:</b>	029217-0276

<b>NAME OF SUBMITTER:</b>	RHONDA DELEON
<b>SIGNATURE:</b>	/Rhonda DeLeon/
<b>DATE SIGNED:</b>	08/21/2015
<b>Total Attachments: 5</b> source=Alion 2015 - executed First Lien Patent Security Agr#page1.tif source=Alion 2015 - executed First Lien Patent Security Agr#page2.tif source=Alion 2015 - executed First Lien Patent Security Agr#page3.tif source=Alion 2015 - executed First Lien Patent Security Agr#page4.tif source=Alion 2015 - executed First Lien Patent Security Agr#page5.tif	

FIRST LIEN GRANT OF  
SECURITY INTEREST IN PATENT RIGHTS

This FIRST LIEN GRANT OF SECURITY INTEREST IN PATENT RIGHTS ("Agreement"), effective as of August 19, 2015 is made by Alion Science and Technology Corporation, a Delaware corporation, located at 1750 Tysons Boulevard, Suite 1300, McLean, Virginia 22102 (the "Grantor"), in favor of UBS AG, Stamford Branch, as Administrative Agent (in such capacity, the "Administrative Agent") for the banks and other financial institutions or entities (the "Lenders") from time to time parties to the First Lien Credit Agreement, dated as of August 19, 2015 (as amended, restated, replaced, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Dysart Acquisition Corp., a Delaware corporation ("Holdings"), Dysart Merger Sub, Inc., a Delaware corporation, as the Borrower prior to the consummation of the Acquisition (as defined in the Credit Agreement), the Grantor, its capacity as the Borrower after the consummation of the Acquisition (in such capacity, the "Borrower"), the Lenders and the Administrative Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered the First Lien Guarantee and Collateral Agreement, dated as of August 19, 2015, in favor of the Administrative Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Administrative Agent for the benefit of the Secured Parties a continuing security interest in all 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 pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Agent and the Secured Parties, as follows:

SECTION 1. Definitions. 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 Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, all of the Grantor's right, title and interest in, to and under the Patents (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Administrative Agent for the benefit of the Administrative Agent and the Secured Parties to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

*(Remainder of the 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.


ALION SCIENCE AND TECHNOLOGY  
CORPORATION


By: 

Name: Barry Broadus

Title: Chief Financial Officer and Senior Vice  
President

UBS AG, STAMFORD BRANCH,  
as Administrative Agent for the Secured Parties

By:   
Name: \_\_\_\_\_  
Title: Darlene Arias  
Director

By:   
Name: \_\_\_\_\_  
Title: Craig Pearson  
Associate Director  
Banking Product Services, US

Schedule A

U.S. and foreign Patent Registrations and Applications  
and U.S. and foreign exclusive Patent Licenses

**U.S. Patents and Patent Applications**

<u>Title</u>	<u>Filing Date/Issued Date</u>	<u>Status</u>	<u>Application/ Registration No.</u>	<u>Patent No.</u>
System for Similar Document Detection	02/09/2010	Issued	09/629,175	7,660,819
Apparatus for and Method of Delivering Visual Image into Air	05/04/2010	Issued	11/902,936	7,710,643
Active Sonar Apparatuses and Methods	12/07/2007	Pending	12/000,097	
Trailing Edge Blade Clamp	07/19/2011	Issued	12/005,611	7,980,522
Filter Cleaning Method	11/20/2009	Pending	12/591,504	
System for Similar Document Detection	03/06/2012	Issued	12/643,662	8,131,724
System for Similar Document Detection	10/15/2013	Issued	13/363,806	8,560,546
Magnetic Effects Sensor, a Resistor and Method of Implementing Same	07/27/2011	Pending	13/192,359	
Magnetic Effects Sensor, a Resistor and Method of Implementing Same	05/26/2015	Pending	14/721,272	
Helicopter Blade Folding Apparatus	05/19/2015	Provisional Application	62/163,662	