

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4643821

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
ICF INTERNATIONAL, INC.	05/17/2017
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	PNC BANK, NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT
<b>Street Address:</b>	500 FIRST AVENUE, 4TH FLOOR
<b>Internal Address:</b>	COMMERCIAL LENDING SERVICES/DCC (P7-PFSC-04-L)
<b>City:</b>	PITTSBURGH
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	15210
<b>PROPERTY NUMBERS Total: 3</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	8942938
<b>Patent Number:</b>	9406016
<b>Patent Number:</b>	9142102
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(301)230-2891
<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>Phone:</b>	3012550558
<b>Email:</b>	NMANNING@SHULMANROGERS.COM
<b>Correspondent Name:</b>	NANCY MANNING
<b>Address Line 1:</b>	12505 PARK POTOMAC AVENUE, 6TH FLOOR
<b>Address Line 4:</b>	POTOMAC, MARYLAND 20854
<b>NAME OF SUBMITTER:</b>	NANCY MANNING
<b>SIGNATURE:</b>	/s/Nancy Manning
<b>DATE SIGNED:</b>	10/17/2017
<b>Total Attachments: 5</b>	
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**THIRD AMENDED AND RESTATED ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY  
INTEREST  
(BORROWERS)**

THIS THIRD AMENDED AND RESTATED ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY INTEREST, dated as of May 17, 2017 (this "Assignment"), is made by ICF INTERNATIONAL, INC., a Delaware corporation, ICF CONSULTING GROUP, INC., a Delaware corporation, and each other "Borrower" party from time to time to the hereinafter defined Loan Agreement (collectively, the "Borrowers") in favor of PNC BANK, NATIONAL ASSOCIATION ("PNC Bank"), acting in the capacity as administrative agent for the hereinafter defined Lenders ("Administrative Agent"). Capitalized terms used and not otherwise defined herein shall have the meanings attributed to such terms in the Loan Agreement.

**WITNESSETH:**

**WHEREAS**, pursuant to a certain Fourth Amended and Restated Business Loan and Security Agreement dated as of May 16, 2014 (as heretofore modified, amended or restated from time to time, the "Existing Loan Agreement"), by and among (a) PNC, acting in its capacity as a Lender, and certain other "Lender" parties thereto (collectively, the "Existing Lenders"), (b) Citizens Bank of Pennsylvania, acting in its capacity as the administrative agent for the Existing Lenders (the "Existing Administrative Agent"), and (c) the Borrowers and certain other "Borrower" parties to the Existing Loan Agreement (collectively, the "Existing Borrowers"), the Existing Borrowers obtained certain loans and other financial accommodations from the Existing Administrative Agent and the Existing Lenders (collectively, the "Loans"), secured by, among other things, that certain Second Amended and Restated Intellectual Property Security Agreement dated as of May 16, 2014, the "Existing IP Security Agreement"), made by the Existing Borrowers in favor of the Existing Administrative Agent for the benefit of the Existing Lenders, and in connection therewith executed and delivered that certain Second Amended and Restated Assignment of Intellectual Property Security Interests dated as of May 16, 2014, the "Existing IP Assignment"; and

**WHEREAS**, the Existing Loan Agreement is being amended and restated in its entirety pursuant to a certain Fifth Amended and Restated Business Loan and Security Agreement dated as of the date hereof (as the same may be modified, amended or restated from time to time, the "Loan Agreement"), by and among (a) PNC, and certain other "Lender" parties thereto from time to time (collectively, the "Lenders"), (b) the Administrative Agent<sup>1</sup>, and (c) the Borrowers; and

**WHEREAS**, the Existing IP Security Agreement is also being amended and restated in part pursuant to a certain Third Amended and Restated Intellectual Property Security Agreement dated as of the date hereof (as the same may be modified, amended or restated from time to time, the "IP Security Agreement"), by and between the Administrative Agent, and the Borrowers; and

**WHEREAS**, the Administrative Agent and the Lenders require that the Borrowers execute and deliver this Assignment in connection with the IP Security Agreement, as hereinafter provided.

<sup>1</sup> PNC has been appointed the new Administrative Agent under the Loan Agreement, replacing the Existing Administrative Agent under the Existing Loan Agreement.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrowers hereby agree as follows:

I. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement or the IP Security Agreement (as applicable).

II. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY. The Borrowers hereby assign and transfer to the Administrative Agent and hereby grants to the Administrative Agent, for the ratable benefit of the Lenders, a continuing security interest in all of each Borrower's right, title and interest in, to and under all patents, patent applications, trademarks, trademark applications, copyrights, copyright applications, trade names, trade secrets and licenses owned or utilized by such Borrower (collectively, the "Intellectual Property Collateral"), including the patents, patent applications, trademarks, trademark applications, copyrights, copyright applications, trade names, trade secrets and licenses set forth on Schedule A attached to this Assignment. It is expressly understood and agreed that the foregoing grant and conveyance of a security interest in the Intellectual Property Collateral is in addition to or confirmation of (and not replacement of) the grant and conveyance of a security interest in the Intellectual Property Collateral which was previously made pursuant to or in accordance with the Existing Loan Agreement, the Existing IP Security Agreement, the Existing IP Assignment and the other Existing Loan Documents; that the liens created by such prior grant and conveyance of a security interest in the Intellectual Property Collateral remain in full force and effect; and that the grant of and conveyance of a security interest in the Intellectual Property Collateral pursuant hereto shall be supplemental to such prior grant and conveyance. The parties hereto agree that this Assignment is given as a continuation, modification and extension of the Existing IP Security Agreement, the Existing IP Assignment and the IP Security Agreement and shall not constitute a novation thereof.

III. SECURITY AGREEMENT. The Borrowers hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the IP Security Agreement and the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

*[Remainder Of Page Intentionally Left Blank]*

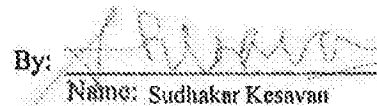
IN WITNESS WHEREOF, the each of the Borrowers has caused this Assignment to be executed and delivered by its duly authorized officer as of the date first set forth above.

WITNESS/ATTEST:

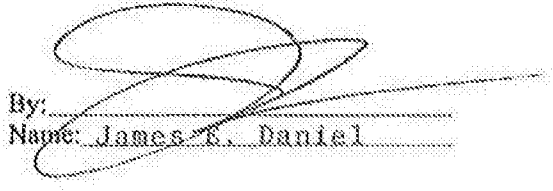
BORROWERS:

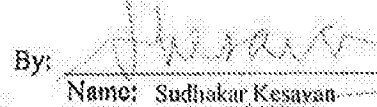
ICF INTERNATIONAL, INC.,  
a Delaware corporation

By:   
Name: James E. Daniel

By:  (SEAL)  
Name: Sudhakar Kesavan  
Title: Chairman and Chief Executive Officer

ICF CONSULTING GROUP, INC.,  
a Delaware corporation

By:   
Name: James E. Daniel

By:  (SEAL)  
Name: Sudhakar Kesavan  
Title: Chairman and Chief Executive Officer

*{Signature Page to the Third Amended and Restated Assignment of Intellectual Property Security Interest  
(Borrower)}*

Schedule A

<u>BORROWER</u>	<u>INTELLECTUAL PROPERTY</u>	<u>REGISTRATION NUMBER (OR APPLICATION SERIAL NUMBER)</u>	<u>REGISTRATION (OR FILING DATE)</u>
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## PATENT SCHEDULE

### US Patents

Patent No.	Title	Assignee	Status
8942938	ELECTROMAGNETIC SPECTRUM AERIAL SURVEYING	ICF INTERNATIONAL, INC.	Granted
9406016	METHOD AND APPARATUS FOR MONITORING NETWORK TRAFFIC	ICF INTERNATIONAL, INC.	Granted
9142102	METHOD AND APPARATUS FOR VISUALIZING NETWORK SECURITY ALERTS	ICF INTERNATIONAL	Granted

### US Patent Applications

Application No.	Publication No.	Title	Assignee	Status
14/052,153	2016/0226890	METHOD AND APPARATUS FOR PERFORMING INTRUSION DETECTION WITH REDUCED COMPUTING RESOURCES	ICF INTERNATIONAL	Abandoned, Failure to Respond to Office Action due no later than 11/26/2016
14/212,405	2014/0320356	AIRPLANE PATCH ANTENNA	ICF INTERNATIONAL, INC.	Abandoned, Failure to Respond to Office Action due no later than 3/14/2016

### Foreign Patents

Patent No.	Title	Owner	Status

### Foreign Patent Applications

Country	Application No.	Publication No.	Title	Applicant	Status
WO	PCT/US13/65665	2014/086166	METHOD AND APPARATUS FOR MONITORING NETWORK TRAFFIC	ICF INTERNATIONAL	Expired
WO	PCT/US14/60106	2015/102720	METHOD AND APPARATUS FOR PERFORMING INTRUSION DETECTION WITH REDUCED COMPUTING RESOURCES	ICF INTERNATIONAL	Expired

PATENT

REEL: 043881 FRAME: 0612

RECORDED: 10/17/2017