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Form PTO-1595

M COVER SHEET

U.S. Department of Commerce
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof

OIPE JC176 JAN 28 2002 PATENT & TRADEMARK OFFICE

1. Name of conveying party(ies):

ManTech International Corporation, a New Jersey corporation

Additional name(s) of conveying party(ies) attached? [X] Yes [ ] No

2. Name and address of receiving party(ies):

Name: Citizens Bank of Pennsylvania, as Administrative Agent

Internal Address:

Street Address: 8521 Leesburg Pike
Suite 405

City: Vienna

State: VA Zip: 22182

Country: USA

Additional name(s) & address(es) attached? [ ] Yes [X] No

3. Nature of Conveyance:

[ ] Assignment [ ] Merger
[X] Security Agreement [ ] Change of Name
[ ] Other

Execution Date(s):

12/17/2001

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the Execution date(s) of the new application is (are):

A. Patent Application No.(s):

B. Patent No.(s):

1) 5,276,768
2) 5,286,141
3) 5,520,483
4) 2,155,855
5) 2,155,854
6) 0685020
7) 94908035.2

Additional numbers attached? [ ] Yes [X] No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **DICKSTEIN SHAPIRO MORIN & OSHINSKY LLP**

Internal Address:

Attn: Matthew S. Bergman, Esq.

Street Address: **2101 L Street NW**

City: **Washington** State: **DC** Zip: **20037-1526**

6. Total number of applications and patents involved: 7

7. Total fee (37 C.F.R 3.41) $ $280.00

[X] Enclosed

[X] Authorized to be charged to deposit account

[X] Credit any overpayment or debit any underpayment

8. Deposit account number: 04-1073

02/01/2002 TDIAZI 00000072 5276768
01 FC:581 280.00 OP

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Gayle E.W. Orman — Signature — 1/28/02 — Date

Reg. No.

Total number of pages including cover sheet, attachments, and document: 25

Additional Conveying Parties (1. Continued):

See Schedule 1 attached

Additional Assignees (2. Continued):

Assignee Name:
Internal Address:

Street Address:

City: State:
Country: Zip Code:

Assignee Name:
Internal Address:

Street Address:

City: State:
Country: Zip Code:

Additional Execution Dates (3. Continued):

Additional Applications and/or Patents (4. Continued):

Additional Execution Dates of Concurrent Applications:

Additional Patent Application Numbers 4A. Continued:	Additional Patent Numbers 4B. Continued:

OIPE JC17 JAN 28 2002 PATENT & TRADEMARK OFFICE

Schedule 1

Additional Conveying Parties

MANTECH INTERNATIONAL CORPORATION, a Delaware corporation

MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC., a Virginia corporation

MANTECH SYSTEMS ENGINEERING CORPORATION, a Virginia corporation

NSI TECHNOLOGY SERVICES CORPORATION, a California corporation

MANTECH SYSTEMS CORPORATION, a New Jersey corporation

MANTECH SOLUTIONS CORPORATION, a Virginia corporation

MANTECH ENVIRONMENTAL TECHNOLOGY, INC., a Virginia corporation

MANTECH SUPPORT TECHNOLOGY, INC., a Virginia corporation

MANTECH AUSTRALIA INTERNATIONAL, INC., a Virginia corporation formerly known as ManTech Computer Company, Inc.

FIELD SUPPORT SERVICES MÜHENDISLIK LIMITED SIRKETI, a corporation organized and existing under the laws of Turkey

MANTECH TELECOMMUNICATIONS AND INFORMATION SYSTEMS CORPORATION, a Delaware corporation formerly known as ManTech Strategic Associates, Ltd.

TECHNOLOGY MANAGEMENT CORPORATION, a Virginia corporation

SCIENCE ENGINEERING & ANALYSIS, INCORPORATED, a Virginia corporation

MANTECH ENVIRONMENTAL RESEARCH SERVICES CORP., a Virginia corporation

NSI ENVIRONMENTAL SOLUTIONS, INC., a Virginia corporation

MANTECH ENVIRONMENTAL CORPORATION, a Virginia corporation

MANTECH SYSTEMS SOLUTIONS CORPORATION, a Virginia corporation formerly known as Tidewater Consultants, Inc.

MANTECH TEST SYSTEMS, INC., a Virginia corporation

MANTECH SOLUTIONS & TECHNOLOGIES CORPORATION, a Virginia corporation formerly known as ManTech Systems Integration Corporation

MANTECH U.K. SYSTEMS CORPORATION, a Virginia corporation

REDESMUNDIAL, S.A. , a corporation organized and existing under the laws of the Republic of Panama formerly known as ManTech International Panama, Inc.

MANTECH CHINA SYSTEMS CORPORATION, a Virginia corporation

MANTECH GERMANY SYSTEMS CORPORATION, a Virginia corporation

MANTECH ADVANCED DEVELOPMENT GROUP, INC., a California corporation

MANTECH ENTERPRISE SOLUTIONS, INC., a Virginia corporation

VOBIX CORPORATION, a Virginia corporation

MANTECH SECURITY TECHNOLOGIES CORPORATION, a Virginia corporation

MANTECH DATABASE SERVICES EUROPE LIMITED, a United Kingdom corporation

MANTECH ADVANCED RECOGNITION LIMITED, a private company registered in England under the number 885326 formerly known as Advanced Recognition Limited

MASI U.K. LIMITED, a corporation organized existing under the laws of the United Kingdom

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is made and entered into as of December 17, 2001 by the MANTECH COMPANIES (as defined on ***Schedule I*** hereto) (each a "Borrower" and collectively, the "Borrowers"), in favor of CITIZENS BANK OF PENNSYLVANIA, a Pennsylvania state chartered bank ("Citizens Bank"), acting in is capacity as Administrative Agent under the hereinafter referenced Loan Agreement (the "Administrative Agent").

WITNESSETH:

To secure repayment of the Loan, as such term is defined in a certain Business Loan and Security Agreement dated as of December 17, 2001 (as the same may be modified or amended from time to time, the "Loan Agreement"), by and among (i) Citizens Bank, acting in its individual capacity as a Lender, PNC Bank, National Association, a national banking association ("PNC"), acting in its individual capacity as a Lender, Branch Banking and Trust Company of Virginia, a Virginia banking corporation, Chevy Chase Bank, F.S.B., a federal savings bank, together with any other Lender parties thereto from time to time and/or replacements thereof (each a "Lender" and collectively, the "Lenders"), (ii) the Borrowers, (iii) PNC, acting in its capacity as Documentation Agent, and (iv) the Administrative Agent, plus all interest, fees and other charges payable in connection therewith, which Loan is evidenced by the Notes (as defined in the Loan Agreement); and also to secure any other indebtedness or liability of any Borrower to any Lender, direct or indirect, joint, several, joint and several, absolute or contingent, due or to become due or now existing or hereafter created or arising, including without limitation all future advances or loans which may be made at the option of the Lenders pursuant to the Loan Agreement or otherwise in connection with the Loan (all of the foregoing being herein collectively referred to as the "Indebtedness"), each Borrower hereby grants to the Administrative Agent, for the ratable benefit of the Lenders, a security interest in all of each Borrower's right, title and interest in and to the following (the "Collateral"):

(a) all of each Borrower's patents, trademarks, trademark registrations, tradenames, service marks, mask works, copyrights, licenses (to the extent assignable), patent applications, service mark applications, trademark applications and mask work application and other intellectual property, which, in each case, are owned by such Borrower and are now or hereafter filed with the United States Patent and Trademark Office, or, to the extent applicable, any similar office or agency of any state, territory or possession of the United States or any similar office or agency of any other country, or used in the United States, any state, territory or possession thereof or any other country, including, without limitation, the patents, trademarks, trademark registrations, tradenames, trademark applications, service marks, mask works, copyrights, licenses (to the extent assignable) and other intellectual property listed on ***Schedule 2.0*** attached hereto and made a part hereof, and (i) any and all reissues, renewals, extensions, continuations, continuations-in-part and divisions thereof; (ii) any and all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringement thereof; (iii) the right to sue for past, present and future infringement thereof; and (iv) any and all rights corresponding thereto throughout the world (all

of the foregoing patents, trademarks, trademark registrations, tradenames, trademark applications, service marks, mask works, copyrights, licenses (to the extent assignable), and other intellectual property, together with all other items described in clauses (i) - (iv) of this subparagraph (a), are sometimes hereinafter referred to, either individually or collectively, as the "Intellectual Property"); and

(b) the goodwill of each Borrower's business connected with and symbolized by the Intellectual Property.

In connection with the security interest hereby granted and executed, the Borrowers represent, warrant, covenant and agree as follows:

1. License.

(a) Grant of License to Administrative Agent. Each Borrower hereby grants to the Administrative Agent a non-exclusive, assignable right and license (i) under the Intellectual Property, to use such Intellectual Property following the occurrence of an Event of Default (as defined in Section 9 of this Agreement); and (ii) under any license agreements held by the Borrower with respect to Intellectual Property owned by any person or entity other than such Borrower (to the extent permitted under such agreements), to sell Collateral bearing any such Intellectual Property following the occurrence of an Event of Default to the extent that such license is reasonably necessary to permit or to facilitate the collection of any accounts of any Borrower after an Event of Default, or the disposition of any Collateral after an Event of Default. The right and license granted pursuant to this subparagraph (the "License") shall not require payment by the Administrative Agent or any Lender of any royalty or other payments or fees, and the permitted use by the Administrative Agent thereunder (i) shall be worldwide; and (ii) shall be limited only by those restrictions to which the particular Borrower is subject pursuant to the terms of the Intellectual Property.

(b) Term of License. The term of the License (the "License Term") shall continue until the earlier of (i) the expiration of all of the Intellectual Property, or (ii) payment in full of all Indebtedness and the termination of all commitments under the Loan Documents (as defined in the Loan Agreement); or (iii) disposition of all Collateral and any proceeds thereof in connection with the enforcement of the Administrative Agent's and/or Lenders' remedies under the Collateral documents and application of the proceeds of such disposition to the satisfaction of the Indebtedness.

2. Restrictions on Future Agreements. Until payment in full of the Indebtedness and termination of all commitments under the Loan Documents, no Borrower will, without the Administrative Agent's prior written consent (a) pledge or further encumber its interest in the Collateral or any part thereof; or (b) enter into any other contract or agreement which contains any term, covenant or provision that may restrict or inhibit the Administrative Agent's right to sell or otherwise dispose of the Collateral or any part thereof (other than normal and customary anti-assignment provisions contained in license agreements) after the occurrence of an Event of Default.

3. New Intellectual Property. The Borrowers represent and warrant that the Intellectual Property listed on ***Schedule 2.0*** constitute all of the registered patents, trademarks, tradenames, service marks, mask works, copyrights, licenses, patent applications, service mark applications, trademark applications and mask work application and other intellectual property which are, as of the date hereof, owned by or are pending on behalf of any Borrower in the United States or any state of the United States. If, before the payment in full of the Indebtedness, and termination of all commitments under the Loan Documents, any Borrower shall (i) obtain any registration or apply for any registration after the date hereof in the United States Patent and Trademark Office or in any similar office or agency of a state, territory or possession of the United States, or obtain rights to any patents, trademarks, trademark registrations, tradenames, service marks, mask works, copyrights, licenses and other intellectual property used in the United States or any state, territory or possession thereof, or (ii) become entitled to the benefit of any patents, trademarks, trademark registrations, tradenames, service marks, mask works, copyrights, licenses, patent applications, service mark applications, trademark applications and mask work application and other intellectual property in the United States or any state, territory or possession thereof, then, in any such event, the provisions of Section 1 shall automatically apply thereto and the Borrowers shall give to the Administrative Agent written notice thereof. The Borrowers hereby authorize the Administrative Agent to modify this Agreement by amending Schedule 2.0 to include any such future patents, trademarks, trademark registrations, tradenames, service marks, mask works, copyrights, licenses, patent applications, service mark applications, trademark applications and mask work application and other intellectual property that are Intellectual Property, as applicable.

4. Additional Representations and Warranties. The Borrowers hereby, jointly and severally, represent, warrant, covenant and agree that:

(a) Except as otherwise expressly provided herein or in the Loan Agreement, each Borrower is and will continue to be the owner of all of its right, title and interest in and to the Collateral so long as the Intellectual Property shall continue in force, free from any lien in favor of any person or entity.

(b) Each Borrower has the full right, power and authority to grant the security interest in the Collateral made hereby.

(c) No Borrower has made any previous assignment, transfer or agreements in conflict herewith or constituting a present or future assignment, transfer or encumbrance of any of the Collateral.

(d) Except as set forth on ***Schedule 3*** hereto, to the Borrower's knowledge, no material infringement or unauthorized use presently is being made of any Intellectual Property which would materially adversely affect the fair market value of the Collateral or the benefits of this Agreement granted to the Administrative Agent, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of the Administrative Agent hereunder, and the Borrowers will continue to maintain reasonable monitoring and enforcement practices which adequately protect the Collateral.

5. Intentionally Deleted.

6. The Administrative Agent's Right to Maintain Quality. The Borrowers agree that from and after the occurrence of an Event of Default, the Administrative Agent shall have the right to establish such additional product quality controls as the Administrative Agent, in its judgment, may deem necessary to assure maintenance of the quality of products sold by any Borrower under the Intellectual Property. The Borrowers agree not to sell or assign any of their interest in, or to grant any license under, any Intellectual Property in contravention of any of the terms, covenants or conditions set forth in the Loan Agreement; it being understood and agreed that the Intellectual Property constitutes "Collateral", as such term is defined in the Loan Agreement.

7. Duties of the Borrower. The Borrowers shall (i) prosecute diligently any "Material Intellectual Property" that is part of the Intellectual Property pending as of the date hereof or thereafter until payment in full of the Indebtedness and termination of all commitments under the Loan Documents; (ii) make application on all Material Intellectual Property, as appropriate; (iii) preserve and maintain all rights in Material Intellectual Property; (iv) not abandon any right to file an application for any Material Intellectual Property; and (v) not abandon any Material Intellectual Property. Any expenses incurred in connection with the applications referred to in this Section 7 shall be borne by the Borrowers. For purposes hereof, "Material Intellectual Property" shall mean any and all patents, trademarks, tradenames, service marks, mask works and/or copyrights that are necessary for the material business operations of any Borrower.

If any Borrower fails to comply with any of the foregoing duties, the Administrative Agent may so comply in such Borrower's name to the extent permitted by law, but at the Borrowers' expense, and the Borrowers hereby agree to reimburse the Administrative Agent in full for all expenses, including the reasonable fees and disbursements of attorneys and paralegals (including charges for inside counsel) incurred by the Administrative Agent in protecting, defending and maintaining the Collateral and/or the Administrative Agent's security interest therein.

In the event that any Borrower shall fail to pay when due any fees required to be paid by it hereunder, or shall fail to discharge any lien or encumbrance prohibited hereby, or shall fail to comply with any other duty hereunder, the Administrative Agent may, but shall not be required to, pay, satisfy, discharge or bond the same for the account of such Borrower, and all moneys so paid out shall be Indebtedness of the Borrower repayable on demand, with interest after demand at the rate of two percent (2%) per annum in excess of the highest applicable per annum rate of interest payable pursuant to the Revolver Notes.

The Borrower shall take all action necessary to preserve and maintain the validity, perfection and first priority of the Administrative Agent's security interest granted herein in the Collateral.

8. The Secured Party's Right to Sue. From and after the occurrence of an Event of Default, the Administrative Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Collateral (or its security interest therein), and any licenses thereunder, and if the Administrative Agent shall commence any such suit, each Borrower shall, at the request of the Administrative Agent, do any and all lawful acts and execute any and all proper documents required by the Administrative Agent in aid of such enforcement, and the Borrower shall indemnify and upon demand, promptly reimburse the Administrative Agent for all reasonable costs and expenses incurred by the Administrative Agent in the exercise of its rights under this Section 8.

9. Default; Remedies.

(a) For purposes of this Agreement, each of the following shall constitute an "Event of Default" hereunder:

(i) An Event of Default under the Loan Agreement that has continued unremedied beyond any applicable notice and/or cure period; or

(ii) If any representation or warranty made or given by any Borrower in connection with this Agreement shall prove to have been incorrect or misleading or breached in any respect as of the date when made; or

(iii) If any Borrower fails to observe or perform any of the covenants and agreements set forth in this Agreement, and such failure continues unremedied for a period of fifteen (15) days; or

(iv) If all or any part of the Collateral is subject to levy of execution or other judicial process.

(b) If any Event of Default shall have occurred and is continuing, then the Administrative Agent shall be entitled to exercise in respect of the Collateral, in addition to other rights and remedies provided for herein, in the Loan Agreement and other Loan Documents or otherwise available to it or any Lender, all of the rights and remedies of a secured party under the UCC (as defined in the Loan Agreement), whether or not the UCC applies to the affected Collateral, and also may (i) require any Borrower, and each Borrower hereby agrees that it will upon the request of the Administrative Agent, forthwith, execute and deliver an assignment, substantially in the form of ***Exhibit A*** hereto, of all of its right, title and interest in and to the Collateral, and take such other action as the Administrative Agent may request to effectuate the outright assignment of such Collateral or to exercise, register or further perfect and/or protect the Administrative Agent's rights and remedies with respect to such assigned Collateral; (ii) without notice (except as specified below) sell the Intellectual Property and the goodwill of the businesses related thereto or any part thereof in one or more parcels at public or private sale, at any of the Administrative Agent's offices or elsewhere, for cash, on credit or for future delivery, and upon such terms as the Administrative Agent may deem commercially reasonable; (iii)

require any Borrower to cease its use of any Intellectual Property for any purpose whatsoever; and/or (iv) grant such general, special or other license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as the Administrative Agent shall in its sole discretion deem appropriate. The Borrowers agree that at least ten (10) days' notice to the Borrowers of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. The Administrative Agent shall not be obligated to make any sale of the Collateral regardless of notice of sale having been given. The Administrative Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. The Administrative Agent may purchase all or any part of the Collateral at public or private sale and, in lieu of actual payment of the purchase price, may set-off the amount of such price against the Indebtedness. Any such sale pursuant to this Section 9(b) shall be made in accordance with the applicable provisions of the laws and rules of procedure of the Commonwealth of Virginia and/or other applicable law. If and to the extent that the Administrative Agent receives the benefit of any right or remedy afforded by the UCC, then the Administrative Agent agrees that such right and/or remedy shall be exercised in accordance with the applicable provisions of the UCC. The proceeds realized from the sale of any Collateral shall be, applied first to the reasonable costs, expenses and attorneys and paralegal fees and expenses of collection and/or for acquisition, protection and sale of the Collateral; second to interest due upon any of the Indebtedness; and third to the principal of the Indebtedness. If any deficiency shall remain, the Borrowers shall remain jointly and severally liable to the Lenders therefor. The commencement of any action, legal or equitable, or the rendering of any judgment or decree for deficiency shall not affect the Administrative Agent's security interest in the Collateral until the Indebtedness is fully paid. The Borrowers agree that the Administrative Agent has no obligation to preserve rights to Collateral against any other parties.

10. Miscellaneous Provisions.

(a) Notice. Any notice, approval, consent or other communication shall be in the form and manner, and to the addresses as set forth in the Loan Agreement.

(b) Headings. The various headings in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement or any provision hereof.

(c) Amendments. No amendment, modification or waiver of, or consent with respect to, any provision of this Agreement shall be effective unless the same shall be in writing and signed and delivered by the Administrative Agent and Borrowers.

(d) No Waiver. No delay in enforcing or failure to enforce any right under this Agreement by the Administrative Agent shall constitute a waiver by the Administrative Agent of such right. No waiver by the Administrative Agent of any default hereunder shall be effective unless in writing, nor shall any waiver operate as a waiver of any other default or of the same default on a future occasion.

(e) Interpretation of Agreement. Time is of the essence with respect to each provision of this Agreement of which time is an element. If any provision of this Agreement should be found to be invalid or unenforceable, all of the other provisions shall nonetheless remain in full force and effect to the maximum extent permitted by law. To the extent a term or provision of this Agreement conflicts with the Loan Agreement and is not dealt with more specifically herein, the Loan Agreement shall control with respect to such term or provision.

(f) Continuing Security Interest. This Agreement shall create a continuing security interest in the Collateral and shall (i) remain in full force and effect until payment in full of the Indebtedness and termination of all commitments under the Loan Documents; (ii) be binding upon the Borrowers, the Administrative Agent and their successors and assigns; and (iii) inure, together with the rights and remedies of the Administrative Agent hereunder, to the benefit of the Administrative Agent and its respective successors, transferees and assigns.

(g) Reinstatement. This Agreement shall continue to be effective or be reinstated, as the case may be, if at any time any amount received by any Lender in respect of the Indebtedness is rescinded or must otherwise be restored or returned by such Lender upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of any Borrower or upon the appointment of any intervenor or conservator of, or trustee or similar official for, any Borrower or any substantial part of its assets, or otherwise, all as though such payments had not been made.

(h) Final Expression. This Agreement, together with the Loan Agreement, the Loan Documents and any other agreement executed in connection herewith, is intended by the parties as a final expression of their agreement and is intended as a complete and exclusive statement of the terms and conditions thereof with respect to the subject matter thereof. Acceptance of or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing party had knowledge of the nature of the performance and opportunity for objection.

(i) Survival of Provisions. All representations, warranties and covenants of any Borrower contained herein shall survive the execution and delivery of this Agreement, and shall terminate only upon the full and final payment and performance by the Borrowers of the Indebtedness and all other obligations secured hereby.

(j) Power of Attorney. Each Borrower hereby appoints and constitutes the Administrative Agent as such Borrower's attorney-in-fact, upon and at any time after the occurrence of and during the continuance of an Event of Default, for purposes of (i) endorsing such Borrower's name on all applications, documents, papers and instruments necessary or desirable for the Administrative Agent in connection with the use of the Collateral, including, without limitation, if such Borrower fails to execute and deliver within three (3) Business Days of the Administrative Agent's request therefor the assignment substantially in the form of ***Exhibit A*** hereto; (ii) taking any other action with respect to the Collateral as the Administrative Agent deems in the best interest of the Lenders so long as such action shall not be inconsistent

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with the terms of this Agreement; (iii) granting or issuing any exclusive or non-exclusive license under the Collateral to anyone, as may be permitted pursuant to this Agreement; or (iv) assigning, pledging, conveying or otherwise transferring title in or disposing of the Collateral to anyone in accordance with the provisions of this Agreement, and to take any other actions arising from or incident to the powers granted to the Administrative Agent in this Agreement. This power of attorney is coupled with an interest and is irrevocable.

(k) Authority of the Secured Party. The Administrative Agent shall have and be entitled to exercise all powers hereunder which are specifically granted to the Administrative Agent by the terms hereof, together with such powers as are reasonably incident thereto. The Administrative Agent may perform any of its duties hereunder or in connection with the Collateral by or through agents or employees, and shall be entitled to retain counsel and to act in reliance upon the advice of counsel concerning all such matters. Neither the Administrative Agent nor any Lender, or any director, officer, employee, attorney or agent of the Administrative Agent or any Lender shall be liable to any Borrower for any action taken or omitted to be taken by it or them hereunder, except for its or their own gross negligence or willful misconduct, nor shall the Administrative Agent or any Lender be responsible for the validity, effectiveness or sufficiency hereof or of any document or security furnished pursuant hereto. The Administrative Agent and its directors, officers, employees, attorneys and agents shall be entitled to rely on any communication, instrument or document believed by it or them to be genuine and correct and to have been signed or sent by the proper person or persons.

(l) Termination of Agreement. The Administrative Agent shall, at the request and expense of the Borrowers, following the payment in full of all of the Indebtedness and termination of all commitments under the Loan Documents, reassign and redeliver to the Borrowers all of the Collateral hereunder which has not been sold, disposed of, retained or applied by the Administrative Agent in accordance with the terms hereof. Such reassignment and redelivery shall be without warranty by or recourse to the Administrative Agent (other than for acts or omissions constituting gross negligence or willful misconduct of the Administrative Agent), and shall be at the expense of the Borrowers.

(m) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall together constitute one and the same agreement.

(n) Joint and Several Liability. In the event there is more than one (1) Borrower, each of the Borrowers shall be jointly and severally liable for the payment and performance of all obligations hereunder.

(o) GOVERNING LAW. THE VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT AND ANY DISPUTE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER SOUNDING IN CONTRACT, TORT, EQUITY OR OTHERWISE, SHALL BE GOVERNED BY THE INTERNAL LAWS (AS OPPOSED TO THE CONFLICTS OF LAWS PROVISIONS) AND DECISIONS OF THE COMMONWEALTH OF VIRGINIA.

(p) SUBMISSION TO JURISDICTION. ANY JUDICIAL PROCEEDING BROUGHT AGAINST ANY BORROWER WITH RESPECT TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT MAY BE BROUGHT IN ANY COURT OF COMPETENT JURISDICTION IN THE COMMONWEALTH OF VIRGINIA, AND BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH BORROWER ACCEPTS FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, GENERALLY AND UNCONDITIONALLY, THE NON-EXCLUSIVE JURISDICTION OF THE AFORESAID COURT, AND IRREVOCABLY AGREES TO BE BOUND BY ANY JUDGMENT RENDERED BY SUCH COURT IN CONNECTION WITH THIS AGREEMENT. EACH BORROWER IRREVOCABLY DESIGNATES AND APPOINTS JEFFREY S. BROWN, ESQ., WHOSE ADDRESS IS 12015 LEE JACKSON HIGHWAY, EIGHTH FLOOR, FAIRFAX, VIRGINIA 22033, AS ITS AGENT TO RECEIVE ON ITS BEHALF SERVICE OF ALL PROCESS IN ANY SUCH PROCEEDING IN ANY COURT IN THE COMMONWEALTH OF VIRGINIA, SUCH SERVICE BEING HEREBY ACKNOWLEDGED BY EACH BORROWER TO BE EFFECTIVE AND BINDING ON IT IN EVERY RESPECT. A COPY OF ANY SUCH PROCESS SO SERVED SHALL BE MAILED BY REGISTERED OR CERTIFIED MAIL TO THE BORROWER AT THE ADDRESS TO WHICH NOTICES ARE TO BE ADDRESSED IN ACCORDANCE WITH THE LOAN AGREEMENT, EXCEPT THAT ANY FAILURE TO MAIL SUCH COPY SHALL NOT AFFECT THE VALIDITY OF SERVICE OF PROCESS. EACH BORROWER SHALL AT ALL TIMES MAINTAIN AN AGENT FOR SERVICE OF PROCESS PURSUANT TO THIS PROVISION. IF ANY BORROWER FAILS TO APPOINT SUCH AN AGENT, OR IF SUCH AGENT REFUSES TO ACCEPT SERVICE, SUCH BORROWER HEREBY AGREES THAT SERVICE UPON IT BY MAIL SHALL CONSTITUTE SUFFICIENT NOTICE. NOTHING HEREIN SHALL AFFECT THE RIGHT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR SHALL LIMIT THE RIGHT OF THE ADMINISTRATIVE AGENT OR ANY OF THE LENDERS TO BRING PROCEEDINGS AGAINST ANY BORROWER IN THE COURTS OF ANY OTHER JURISDICTION.

(q) JURY TRIAL. EACH BORROWER AND THE ADMINISTRATIVE AGENT HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY. INSTEAD, ANY DISPUTES WILL BE RESOLVED IN A BENCH TRIAL.

(r) WAIVER OF BOND. EACH BORROWER WAIVES THE POSTING OF ANY BOND OTHERWISE REQUIRED OF THE ADMINISTRATIVE AGENT IN CONNECTION WITH ANY JUDICIAL PROCESS OR PROCEEDING TO OBTAIN POSSESSION OF, REPLEVY, ATTACH OR LEVY UPON COLLATERAL OR OTHER SECURITY FOR THE INDEBTEDNESS, TO ENFORCE ANY JUDGMENT OR OTHER COURT ORDER ENTERED IN FAVOR OF THE ADMINISTRATIVE AGENT, OR TO ENFORCE BY SPECIFIC PERFORMANCE, TEMPORARY RESTRAINING ORDER, PRELIMINARY OR PERMANENT INJUNCTION THIS SECURITY AGREEMENT OR ANY OTHER AGREEMENT OR DOCUMENT BETWEEN ANY BORROWER AND THE ADMINISTRATIVE AGENT.

[Remainder of page intentionally left blank – signature pages follow]

IN WITNESS WHEREOF, the Borrowers have duly executed and delivered this Agreement as of the day and year first above written.

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

Assignors:

WITNESS:
[Corporate Seal]

By: Hedy L. Nelson
Name: Hedy L. Nelson

MANTECH INTERNATIONAL CORPORATION, a New Jersey corporation

By: Matthew P. Galaski
Name: Matthew P. Galaski
Title: Vice President

MANTECH INTERNATIONAL CORPORATION, a Delaware corporation
MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC., a Virginia corporation
MANTECH SYSTEMS ENGINEERING CORPORATION, a Virginia corporation
NSI TECHNOLOGY SERVICES CORPORATION, a California corporation
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MANTECH SUPPORT TECHNOLOGY, INC., a Virginia corporation
MANTECH AUSTRALIA INTERNATIONAL, INC., a Virginia corporation formerly known as ManTech Computer Company, Inc.
FIELD SUPPORT SERVICES MÜHENDISLIK LIMITED SIRKETI, a corporation organized and existing under the laws of Turkey

WITNESS:
[Corporate Seal]

By: Hedy L. Nelson
Name: Hedy L. Nelson

By: Matthew P. Galaski
Name: Matthew P. Galaski
Title: Vice President

MANTECH TELECOMMUNICATIONS AND INFORMATION SYSTEMS CORPORATION, a Delaware corporation formerly known as ManTech Strategic Associates, Ltd.
TECHNOLOGY MANAGEMENT CORPORATION, a Virginia corporation
SCIENCE ENGINEERING & ANALYSIS, INCORPORATED, a Virginia corporation
MANTECH ENVIRONMENTAL RESEARCH SERVICES CORP., a Virginia corporation
NSI ENVIRONMENTAL SOLUTIONS, INC., a Virginia corporation
MANTECH ENVIRONMENTAL CORPORATION, a Virginia corporation
MANTECH SYSTEMS SOLUTIONS CORPORATION, a Virginia corporation formerly known as Tidewater Consultants, Inc.
MANTECH TEST SYSTEMS, INC., a Virginia corporation
MANTECH SOLUTIONS & TECHNOLOGIES CORPORATION, a Virginia corporation formerly known as ManTech Systems Integration Corporation
MANTECH U.K. SYSTEMS CORPORATION, a Virginia corporation
REDESMUNDIAL, S.A. , a corporation organized and existing under the laws of the Republic of Panama formerly known as ManTech International Panama, Inc.
MANTECH CHINA SYSTEMS CORPORATION, a Virginia corporation
MANTECH GERMANY SYSTEMS CORPORATION, a Virginia corporation
MANTECH ADVANCED DEVELOPMENT GROUP, INC., a California corporation
MANTECH ENTERPRISE SOLUTIONS, INC., a Virginia corporation
VOBIX CORPORATION, a Virginia corporation
MANTECH SECURITY TECHNOLOGIES CORPORATION, a Virginia corporation

WITNESS:
[Corporate Seal]

By: Hedy L. Nelson
Name: Hedy L. Nelson

By: Matthew P. Galaski
Name: Matthew P. Galaski
Title: Vice President

MANTECH DATABASE SERVICES EUROPE LIMITED, a United Kingdom corporation

MANTECH ADVANCED RECOGNITION LIMITED, a private company registered in England under the number 885326 formerly known as Advanced Recognition Limited

WITNESS:

[Corporate Seal]

MASI U.K. LIMITED, a corporation organized and existing under the laws of the United Kingdom

By: Hedy L. Nelson
Name: Hedy L. Nelson

By: Matthew P. Galaski
Name: Matthew P. Galaski
Title: Attorney-in-Fact

By acceptance hereof as of December ___ 2001, the Administrative Agent agrees to be bound by the provisions hereof.

CITIZENS BANK OF PENNSYLVANIA, a Pennsylvania state chartered bank, as Administrative Agent

By: _____
Name: _____
Title: _____

MANTECH DATABASE SERVICES EUROPE LIMITED, a United Kingdom corporation
MANTECH ADVANCED RECOGNITION LIMITED, a private company registered in England under the number 885326 formerly known as Advanced Recognition Limited
MASI U.K. LIMITED, a corporation organized and existing under the laws of the United Kingdom

WITNESS:
[Corporate Seal]

By: _____
Name: Hedy L. Nelson

By: _____
Name: Matthew P. Galaski
Title: Attorney-in-Fact

By acceptance hereof as of December 17 2001, the Administrative Agent agrees to be bound by the provisions hereof.

CITIZENS BANK OF PENNSYLVANIA, a Pennsylvania state chartered bank, as Administrative Agent

By: Maria A Josephs
Name: Maria A Josephs
Title: V.P.

SCHEDULE 1

Description of MANTECH COMPANIES

(i) MANTECH INTERNATIONAL CORPORATION, a New Jersey corporation;

(ii) MANTECH INTERNATIONAL CORPORATION, a Delaware corporation;

(iii) MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC., a Virginia corporation;

(iv) MANTECH SYSTEMS ENGINEERING CORPORATION, a Virginia corporation;

(v) NSI TECHNOLOGY SERVICES CORPORATION, a California corporation;

(vi) MANTECH SYSTEMS CORPORATION, a New Jersey Corporation;

(vii) MANTECH SOLUTIONS CORPORATION, a Virginia corporation;

(viii) MANTECH ENVIRONMENTAL TECHNOLOGY, INC., a Virginia corporation;

(ix) MANTECH SUPPORT TECHNOLOGY, INC., a Virginia corporation;

(x) MANTECH AUSTRALIA INTERNATIONAL, INC., a Virginia corporation formerly known as ManTech Computer Company, Inc.;

(xi) FIELD SUPPORT SERVICES MÜHENDISLIK LIMITED SIRKETI, a corporation organized and existing under the laws of Turkey;

(xii) MASI U.K. LIMITED, a corporation organized and existing under the laws of the United Kingdom;

(xiii) MANTECH TELECOMMUNICATIONS AND INFORMATION SYSTEMS CORPORATION, a Delaware corporation formerly known as ManTech Strategic Associates, Ltd.;

(xiv) TECHNOLOGY MANAGEMENT CORPORATION, a Virginia corporation;

(xv) SCIENCE ENGINEERING & ANALYSIS, INCORPORATED, a Virginia corporation;

(xvi) MANTECH ENVIRONMENTAL RESEARCH SERVICES CORP., a Virginia corporation;

(xvii) NSI ENVIRONMENTAL SOLUTIONS, INC., a Virginia corporation;

(xviii) MANTECH ENVIRONMENTAL CORPORATION, a Virginia corporation;

(xix) MANTECH SYSTEMS SOLUTIONS CORPORATION, a Virginia corporation formerly known as Tidewater Consultants, Inc.;

(xx) MANTECH SOLUTIONS & TECHNOLOGIES CORPORATION, a Virginia corporation formerly known as Mantech Integration Corporation;

(xxi) MANTECH TEST SYSTEMS, INC., a Virginia corporation;

(xxii) MANTECH U.K. SYSTEMS CORPORATION, a Virginia corporation;

(xxiii) REDESMUNDIAL, S.A., a corporation organized and existing under the laws of the Republic of Panama formerly known as ManTech International Panama, Inc.;

(xxiv) MANTECH GERMANY SYSTEMS CORPORATION, a Virginia corporation;

(xxv) MANTECH CHINA SYSTEMS CORPORATION, a Virginia corporation;

(xxvi) MANTECH ADVANCED DEVELOPMENT GROUP, INC., a California corporation;

(xxvii) MANTECH ENTERPRISE SOLUTIONS, INC., a Virginia corporation;

(xxviii) MANTECH ADVANCED RECOGNITION LIMITED, a private company registered in England under the number 885326 formerly known as Advanced Recognition Limited;

(xxix) VOBIX CORPORATION, a Virginia corporation;

(xxx) MANTECH DATABASE SERVICES EUROPE LIMITED, a corporation organized and existing under the laws of the United Kingdom; and

(xxxi) MANTECH SECURITY TECHNOLOGIES CORPORATION, a Virginia corporation.

INTELLECTUAL PROPERTY

NAME	REGISTERED PATENT	DATE	REGISTERED COPY RIGHT	DATE	REGISTERED TRADE MARK	DATE	COMPANY	DESCRIPTION
Access Writes DB Program			TX-4-922-621	11/20/98			MSTC	Software programs that automate development of training materials. Output in Toolbox compatible files.
ADG Course Creation Program			TX-4-922-623	11/20/98			MSTC	Software programs that automate development of training materials. Output in Toolbox compatible files.
ADG Course Engine			TX-4-922-624	11/20/98			MSTC	Software programs that automate development of training materials. Output in Toolbox compatible files.
Automated Telephone Information Systems	#5,276,768	01/04/94					MSSC	
CLEANOX					#1,847,876		MEC	
Remediation of Groundwater Contaminatio n	#5,286,141	02/15/94					MEC	United States
Remediation of Groundwater Contaminatio n	#5,520,483	05/28/96					MEC	United States
Remediation of Groundwater Contaminatio n	#2,155,855	08/07/01					MEC	Canadian
Remediation of Groundwater Contaminatio n	#2,155,854						MEC	Canadian
Remediation of Groundwater Contaminatio n	#0685020	08/08/01					MEC	European

SCHEDULE 2

INTELLECTUAL PROPERTY

NAME	REGISTERED PATENT	DATE	REGISTERED COPY RIGHT	DATE	REGISTERED TRADE MARK	DATE	COMPANY	DESCRIPTION
Remediation of Groundwater Contamination	#94908035.2							European
SQL Conversion Workbench					75260759	05/26/98	MSSC	Software tool to convert legacy database applications to IBM DB2.
Toolbox CMI Viewer			TX-4-922-622	11/20/98			MSTC	Software programs that automate development of training materials. Output in Toolbox compatible files.
ManTech					1955765	02/13/96	MIC	Service Mark

SCHEDULE 2 (cont'd)

SCHEDULE 3

None.

EXHIBIT A
FORM OF ASSIGNMENT

ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY ("Assignment") is made as of _____, ____ by the MANTECH COMPANIES (as defined on Schedule 1 hereto) (individually an "Assignor" and collectively, the "Assignors") in favor of CITIZENS BANK OF PENNSYLVANIA, a Pennsylvania state chartered bank, as Administrative Agent (the "Assignee").

Recitals

WHEREAS, Assignors and Assignee are parties to that certain Intellectual Property Security Agreement dated as of December 17, 2001 from Assignors to Assignee (the "Agreement"), providing that under certain conditions specified therein Assignor shall execute this Agreement; and

WHEREAS, the aforementioned conditions have been fulfilled;

NOW THEREFORE, each Assignor hereby agrees as follows:

1. Assignment of Intellectual Property. Each Assignor hereby grants, assigns and conveys to Assignee its entire right, title and interest in and to (a) the patents, trademarks, service marks, mask works, copyrights, licenses, patent applications, service mark applications, mask work applications, tradenames, trademark registrations and other intellectual property listed on Schedule 2 hereto and made a part hereof, and all renewals thereof, all income, royalties, damages, payments and other proceeds now and hereafter due or payable with respect thereto, including without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, the right to sue for past, present and future infringements thereof, and all rights corresponding thereto throughout the world (all of the foregoing are sometimes hereinafter referred to, either individually or collectively, as the "Intellectual Property"), and (b) the goodwill of Assignor's business connected with and symbolized by the Intellectual Property. The Intellectual Property and such goodwill are collectively referred to herein as the "Collateral".

2. Representations and Warranties. Each Assignor represents and warrants that it has the full right and power to make the assignment of the Collateral made hereby and that it has made no previous assignment, transfer, agreement in conflict herewith or constituting a present or future assignment or encumbrance of any or all of the Collateral, except as set forth in the Agreement.

3. Modification. This Assignment cannot be altered, amended or modified in any way, except by a writing signed by the parties hereto.

4. Binding Effect; Governing Law. This Assignment shall be binding upon each Assignor and its successors and shall inure to the benefit of Assignee and its successors and assigns. This Assignment shall, except to the extent that federal law or laws of another state apply to the Collateral or any part thereof, be governed by and construed in accordance with the internal (as opposed to the conflict of laws provisions) and decisions laws of the Commonwealth of Virginia.