

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Security Agreement
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DIGITALNET HOLDINGS, INC.		12/02/2003	CORPORATION: DELAWARE
DIGITALNET, INC.		12/02/2003	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	BANK OF AMERICA, N.A.
Street Address:	231 South LaSalle Street
Internal Address:	Agency Officer - Mail Code: IL1-231-08-30
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60697
Entity Type:	Administrative Agent:

PROPERTY NUMBERS Total: 5		
Property Type	Number	Word Mark
Serial Number:	78206453	SURELINQ
Serial Number:	78212152	NETWORK COMPUTING FOR THE ENTERPRISE
Serial Number:	78239170	EA ²
Serial Number:	76190062	I2A INTEGRATED INFORMATION ASSURANCE
Serial Number:	76190063	INTEGRATED INFORMATION ASSURANCE

CORRESPONDENCE DATA	
Fax Number:	(704)353-3692
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	704.331.5792
Email:	docket@kennedycovington.com
Correspondent Name:	Karl S. Sawyer, Jr.
Address Line 1:	214 North Tryon Street
Address Line 2:	Hearst Tower - 47th Floor
Address Line 4:	Charlotte, NORTH CAROLINA 28202

OP \$140.00 78206453

ATTORNEY DOCKET NUMBER:

0016221.00016

NAME OF SUBMITTER:

Marcia Siuda, Trademark Paralegal

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement") is entered into as of December 2, 2003 by DIGITALNET HOLDINGS, INC. a Delaware corporation ("Holdings"), DIGITALNET, INC., a Delaware corporation (the "Borrower"), certain Subsidiaries of the Borrower as identified on the signature pages hereto and any additional Subsidiaries of the Borrower who may become party to this Agreement (such Subsidiaries, collectively, the "Subsidiary Grantors" and, together with Holdings and the Borrower, collectively, the "Grantors"), in favor of BANK OF AMERICA, N.A., as Administrative Agent (the "Administrative Agent") under the Credit Agreement (as defined below). All capitalized terms defined in the Credit Agreement or the Collateral Agreement (as defined below) and not otherwise defined herein have the respective meanings provided for in the Credit Agreement or the Collateral Agreement, as applicable.

STATEMENT OF PURPOSE

WHEREAS, the Grantors own certain trademarks, trademark registrations, trademark applications and service marks, including those trademark registrations and trademark applications listed on Schedule 1 annexed hereto (other than each application to register any trademark or service mark prior to the filing under applicable Law of a verified statement of use for such mark), and are parties to certain trademark licenses, including those trademark licenses listed on Schedule 2 annexed hereto; and

WHEREAS, pursuant to the terms of the Collateral Agreement dated as of November 26, 2002 (as reaffirmed, amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), by and among the Grantors and the Administrative Agent, the Grantors have granted to the Administrative Agent a security interest in certain assets of the Grantors, including all right, title and interest of each of the Grantors in, to and under all Trademark Collateral (as hereinafter defined) as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations owing by the Borrower under the Amended and Restated Credit Agreement, dated as of July 3, 2003 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Holdings, the Borrower, the Lenders party thereto and the Administrative Agent, and the other Loan Documents described in the Credit Agreement.

To induce the Administrative Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective Credit Extensions to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent, for the ratable benefit of itself and the Lenders, as follows:

1. **Grant of Security Interest.** Each Grantor does hereby grant to the Administrative Agent a continuing security interest in all of such Grantor's right, title and interest in, to and under all of the following (other than each application to register any trademark or service mark prior to the filing under applicable Law of a verified statement of use for such mark (all of the following items or types of property being herein collectively referred to

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as the "Trademark Collateral"), whether now existing or hereafter created or acquired, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations:

(a) all Trademarks, including, without limitation, each Trademark referred to in Schedule 1 annexed hereto, together with any divisions or renewals thereof;

(b) all Trademark Licenses and other agreements providing such Grantor with the right to use, or pursuant to which such Grantor provides the right to use, any of the items described in Section 1(a), including each Trademark License referred to in Schedule 2 annexed hereto (except to the extent that the granting of a security interest therein is specifically prohibited in writing by, or would constitute a breach of or a default under, any agreement governing such Trademark Licenses unless such prohibition is not enforceable or is otherwise ineffective under applicable law);

(c) all of the goodwill of the business connected with the use of, and symbolized by, each item described in Section 1(a) or Section 1(b);

(d) the right to sue third parties for past, present or future infringements of any Trademark Collateral described in Section 1(a) and, to the extent applicable, Section 1(b); and

(e) all products and proceeds of, and the rights associated with, the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred to in Schedule 1 and the trademarks licensed under any Trademark License, (ii) injury to the goodwill associated with the use of any such Trademark, Trademark registration or trademark licensed under any Trademark License, or (iii) breach or enforcement of any Trademark License.

2. Other Security Interests. This security interest is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provisions of this Agreement are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

3. Restrictions on Future Agreements. Each Grantor agrees that until all Obligations shall have been satisfied in full and the Credit Agreement shall have been terminated, such Grantor will not (except in connection with a sale, disposition or other transfer permitted under the Credit Agreement), without the Administrative Agent's prior written consent, enter into any agreement including, without limitation, any license agreement, which is inconsistent with such Grantor's obligations under this Agreement if such action would

reasonably be expected to materially adversely affect the fair market value of the Trademark Collateral or the benefits of this Agreement to the Administrative Agent, and such Grantor further agrees that it will not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would materially adversely affect the validity or enforcement of the rights transferred to the Administrative Agent under this Agreement.

4. New Trademarks. Each Grantor represents and warrants to the Administrative Agent that the Trademarks listed on Schedule 1, the Trademark Licenses listed on Schedule 2 and those Trademarks and Trademark Licenses listed on Schedules 1 and 2 to the Trademark Security Agreement, dated as of November 26, 2002, among the Grantors and the Administrative Agent constitute all of the Trademarks now owned by or licensed to such Grantor and, with respect to the Trademarks on Schedule 1, for which registrations have been issued or applied for in the United States Patent and Trademark Office (other than any application to register any trademark or service mark prior to the filing under applicable Law of a verified statement of use for such mark). If, before the Obligations (other than contingent indemnity obligations) have been satisfied in full and the Credit Agreement terminated, any Grantor shall (i) obtain rights to any new Trademarks or Trademark Licenses used in the United States or in any foreign country or (ii) become entitled to the benefit of any Trademarks or Trademark Licenses used in the United States or in any foreign country, the provisions of Section 1 above shall automatically apply thereto (except for any application to register any trademark or service mark prior to the filing under applicable Law of a verified statement of use for such mark) and such Grantor shall give to the Administrative Agent prompt written notice thereof. Each Grantor hereby authorizes the Administrative Agent to modify this Agreement upon such written notice by amending Schedule 1 and Schedule 2 to include any future Trademarks or Trademark Licenses, as applicable, under Section 1 above or under this Section 3.

5. Lenders Not Liable. Neither the Administrative Agent nor any Lender by virtue of this Agreement assumes any obligations whatsoever in respect of the Trademark Collateral including, without limitation, any obligation to renew registrations of or defend the validity, enforceability or distinctiveness of the Trademark Collateral.

6. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy) and all of said counterparts, taken together, shall be deemed to constitute one and the same instrument.

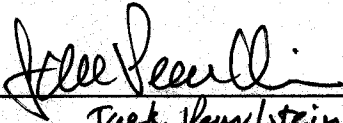
7. Successors and Assigns. This Agreement shall be binding upon the successors and assigns of the Grantors and shall inure to the benefit of the Grantors, the Administrative Agent and the Lenders and their successors and assigns; provided that no Grantor may assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of the Administrative Agent.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Grantors have caused this Trademark Security Agreement to be duly executed by their duly authorized officer thereunto, all as of the date first set forth above.

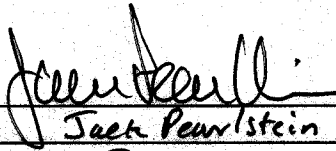
[CORPORATE SEAL]

DIGITALNET HOLDINGS, INC.

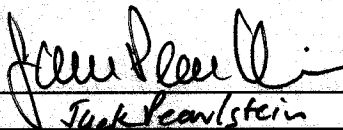
By: 
Name: Jack Pearlstein
Title: CFO

[CORPORATE SEAL]

DIGITALNET, INC.

By: 
Name: Jack Pearlstein
Title: CFO

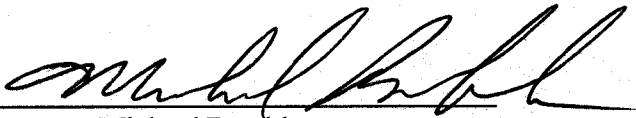
DIGITALNET GOVERNMENT SOLUTIONS, LLC
(formerly known as GETRONICS
GOVERNMENT SOLUTIONS, L.L.C.)

By: 
Name: Jack Pearlstein
Title: Senior Vice President

[Signature Pages Continue]

Agreed and Accepted as of December 2, 2003.

BANK OF AMERICA, N.A.,
as Administrative Agent

By: 

Name: Michael Brashler
Title: Vice President

[Acknowledgment Follows]

ACKNOWLEDGMENT

STATE OF VIRGINIA

COUNTY OF LOUDOUN

I, BETTY PARKER, a Notary Public for said County and State, do hereby certify that JACK PERLSTEIN personally appeared before me this day and stated that he/she is CEO of DIGITALNET HOLDINGS, INC. and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this 2nd day of December, 2003.

Betty C. Parker
Notary Public

My commission expires:

4/30/2006

ACKNOWLEDGMENT

STATE OF Virginia

COUNTY OF Loudoun

I, BETTY PARKER, a Notary Public for said County and State, do hereby certify that JACK PEARLSTEIN personally appeared before me this day and stated that ~~he~~she is CEO of DIGITALNET, INC. and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this 2nd day of December, 2003.

Betty C. Parker
Notary Public

My commission expires:

4/30/2006

ACKNOWLEDGMENT

STATE OF VIRGINIA

COUNTY OF LOUDOUN

I, BETTY PARKER, a Notary Public for said County and State, do hereby certify that JACK PEARLSTEIN personally appeared before me this day and stated that he/she is SR. VICE PRESIDENT of DIGITALNET GOVERNMENT SOLUTIONS, LLC (formerly known as GETRONICS GOVERNMENT SOLUTIONS, L.L.C.) and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this 2nd day of December, 2003.

Betty C. Parker
Notary Public

My commission expires:

4/30/2006

Schedule 1
to Trademark
Security Agreement

Trademark/Service Mark	Owner	Application Number	Registration Number
SURELINQ	DigitalNet Government Solutions, LLC	78/206,453	TBD
NETWORK COMPUTING FOR THE ENTERPRISE	DigitalNet Government Solutions, LLC	78/212,152	TBD
EA ² (Stylized)	DigitalNet Government Solutions, LLC	78/239,170	TBD
I2A INTEGRATED INFORMATION ASSURANCE	DigitalNet Government Solutions, LLC	76/190,062	TBD
INTEGRATED INFORMATION ASSURANCE	DigitalNet Government Solutions, LLC	76/190,063	2,664,244

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Schedule 2
to Trademark
Security Agreement

Trademark License Agreements of DigitalNet Government Solutions, LLC

1. ServiceSoft Software Distribution Agreement
2. Nexor Software Distribution Agreement
3. Oracle Business Alliance Program Agreement
4. Getronics Australia Pty. Ltd. Distributor/Reseller Agreement
5. Getronics Hungary Ltd. Distributor/Reseller Agreement
6. Getronics France, S.A. Distributor/Reseller Agreement
7. Secure Technologies, Inc. Distributor/Reseller Agreement
8. Selient S.r.l Distributor/Reseller Agreement
9. Sharp Electronics Corporation Systems Integrator Agreement

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