

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Citizens Bank of Pennsylvania		06/08/2006	Pennsylvania Chartered Bank:

RECEIVING PARTY DATA

Name:	Anteon International Corporation
Street Address:	3211 Jermantown Road, Suite 700
Internal Address:	c/o Anteon International Corporation
City:	Fairfax
State/Country:	VIRGINIA
Postal Code:	22030
Entity Type:	CORPORATION: DELAWARE

Name:	Anteon Corporation
Street Address:	3211 Jermantown Road, Suite 700
Internal Address:	c/o Anteon International Corporation
City:	Fairfax
State/Country:	VIRGINIA
Postal Code:	22030
Entity Type:	CORPORATION: VIRGINIA

Name:	CITI-SUISS LLC
Street Address:	3211 Jermantown Road, Suite 700
Internal Address:	c/o Anteon International Corporation
City:	Fairfax
State/Country:	VIRGINIA
Postal Code:	22030
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

Name:	AC Capital Management, Inc.
Street Address:	3211 Jermantown Road, Suite 700

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Internal Address:	c/o Anteon International Corporation
City:	Fairfax
State/Country:	VIRGINIA
Postal Code:	22030
Entity Type:	CORPORATION: DELAWARE

Name:	South Texas Ship Repair, Inc.
Street Address:	3211 Jermantown Road, Suite 700
Internal Address:	c/o Anteon International Corporation
City:	Fairfax
State/Country:	VIRGINIA
Postal Code:	22030
Entity Type:	CORPORATION: VIRGINIA

Name:	Butler Properties Holdings, Inc.
Street Address:	3211 Jermantown Road, Suite 700
Internal Address:	c/o Anteon International Corporation
City:	Fairfax
State/Country:	VIRGINIA
Postal Code:	22030
Entity Type:	CORPORATION: DELAWARE

Name:	Information Spectrum, Inc.
Street Address:	3211 Jermantown Road, Suite 700
Internal Address:	c/o Anteon International Corporation
City:	Fairfax
State/Country:	VIRGINIA
Postal Code:	22030
Entity Type:	CORPORATION: NEW JERSEY

Name:	Integrated Management Services, Inc.
Street Address:	3211 Jermantown Road, Suite 700
Internal Address:	c/o Anteon International Corporation
City:	Fairfax
State/Country:	VIRGINIA
Postal Code:	22030
Entity Type:	CORPORATION: DELAWARE

Name:	Simulation Technologies, Inc.
Street Address:	3211 Jermantown Road, Suite 700

Internal Address:	c/o Anteon International Corporation
City:	Fairfax
State/Country:	VIRGINIA
Postal Code:	22030
Entity Type:	CORPORATION: OHIO

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2218079	ANTEON CORPORATION
Registration Number:	1904236	
Registration Number:	2007079	POWER TO TAKE CONTROL
Registration Number:	1962686	THE SOCIETY FOR CREATIVE ANACHRONISM
Registration Number:	890530	MANDARIN MILLS

CORRESPONDENCE DATA

Fax Number: (312)840-7884
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (312) 840-7860
Email: mmurphy@jenner.com
Correspondent Name: Mariann R. Murphy
Address Line 1: One IBM Plaza
Address Line 2: c/o Jenner & Block LLP
Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER:	10001-39433
NAME OF SUBMITTER:	Mariann R. Murphy
Signature:	/Mariann R. Murphy/
Date:	06/14/2006

Total Attachments: 7

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EXECUTION COPY

RELEASE OF SECURITY INTERESTS IN INTELLECTUAL PROPERTY

THIS RELEASE OF SECURITY INTERESTS IN INTELLECTUAL PROPERTY (this "Release") is made as of June 8, 2006 ("Effective Date") by Citizens Bank of Pennsylvania ("Citizens"), as collateral agent, for itself and the Lenders (as such term is defined below), with its principal office at 8521 Leesburg Pike, Suite 405, Vienna, Virginia 22182 (in such capacity, "Grantee"), for the benefit of Anteon International Corporation, a Delaware corporation ("Anteon International"), Anteon Corporation, a Virginia corporation ("Anteon"), CITI-SUISS LLC, a Delaware limited liability company, AC Capital Management, Inc., a Delaware corporation, South Texas Ship Repair, Inc., a Virginia corporation, Butler Properties Holdings, Inc., a Delaware corporation, Information Spectrum, Inc., a New Jersey corporation, Integrated Management Services, Inc., a Delaware corporation, Simulation Technologies, Inc., an Ohio corporation, each with its principal office at c/o Anteon International Corporation, 3211 Jermantown Road, Suite 700, Fairfax, Virginia 22030 (collectively, the "Grantors," and each, individually, a "Grantor").

WHEREAS, Grantee is a party to that certain Amended and Restated Credit Agreement dated as of December 19, 2003 (as amended and modified, from time to time, the "Credit Agreement"), along with Anteon International and Anteon, (collectively, the "Borrowers"), the lenders named therein (the "Lenders"), Bank of America, N.A., as issuing bank and administrative agent (in such capacity, the "Administrative Agent"), and Citizens Bank of Pennsylvania, as swingline lender and collateral agent (in such capacity, the "Collateral Agent" and together with the Administrative Agent, the "Agents");

WHEREAS, to secure their obligations under the Credit Agreement, Grantors entered into that certain Security Agreement dated as of June 23, 1999 (as amended and modified, from time to time, the "Security Agreement"), by and among Grantors and Grantee pursuant to which each Grantor granted to Grantee a continuing security interest in and to all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (the "Collateral");

(a) all of such Grantor's (i) patents and patent applications, including, without limitation, the patents and patent applications set forth on Schedule A attached hereto and (A) all renewals, reexaminations, extensions, continuations, continuations-in-part, divisions and foreign counterparts thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable under and 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, (C) the right to sue for past, present and future infringements and (D) all of such Grantor's rights corresponding thereto throughout the world (the "Patents");

(b) all of such Grantor's (i) trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and

TRADEMARK

REEL: 003327 FRAME: 0014

general intangibles of like nature, including, without limitation, the trade names registered trademarks, trademark applications, registered service marks and service mark applications set forth on Schedule B attached hereto and (A) all renewals thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (C) the right to sue for past, present and future infringements and dilutions thereof, (D) the goodwill of such Grantor's business symbolized by the foregoing and connected therewith, and (E) all of such Grantor's rights corresponding thereto throughout the world (the "Trademarks");

(c) all of such Grantor's (i) copyrights, registered copyrights, copyright applications and (A) all renewals thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (C) the right to sue for past, present and future infringements and dilutions thereof, and (D) all of such Grantor's rights corresponding thereto throughout the world (collectively, the "Copyrights");

(d) all of such Grantor's license agreements, whether as licensee or licensor including, without limitation those license agreements listed on Schedule C attached hereto (the "License Agreements"); and

(e) all other intellectual property.

WHEREAS, Grantors have paid all of their outstanding indebtedness and other obligations to Grantee, the Administrative Agent, the Collateral Agent and the Lenders; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby terminates the Security Agreement, and hereby terminates, cancels and releases any and all security interests it has against the Collateral.

This Release shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that no party hereto may assign its rights or obligations hereunder without the prior written consent of the other parties hereto.

This Release may be executed in counterparts, each of which shall be deemed to be an original. Each such counterpart shall become effective when counterparts have been executed by each of the parties hereto.

This Release shall be governed by and construed in accordance with the laws of the State of New York (without regard to the choice of law or conflicts of law provisions thereof.)

A facsimile, telecopy or other reproduction of this Release may be executed by one or more parties hereto, and an executed copy of this Release may be delivered by one or

more parties hereto by facsimile or similar instantaneous electronic transmission device pursuant to which the signature of or on behalf of such party can be seen, and such execution and delivery shall be considered valid and binding and effective for all purposes.

* * * * *

IN WITNESS WHEREOF, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

CITIZENS BANK OF PENNSYLVANIA, as Grantee

By: _____

Leslie Grizzard

EN Vice President

SIGNATURE PAGE TO RELEASE OF SECURITY INTERESTS IN IP

**TRADEMARK
REEL: 003327 FRAME: 0017**

SCHEDULE A

U.S. PATENT REGISTRATIONS AND APPLICATIONS

Title	Patent No.	Owner	Inventors	File Date/ Issue Date
Prescription Reminder System and Method	5,623,242	Company	Dawson, Bryan	08/09/1996 04/22/1997

SCHEDULE B

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Owner	Class	Goods/Services	Serial No. / Reg. No.	App. Date / Reg. Date
ANTEON CORPORATION	Anteon Corporation	41,42	Providing training services ...	2,218,079	01/19/1999
DESIGN ONLY	Analysis & Technology, Inc.	9	Kiosks featuring computer based multimedia advertising utilizing touch screen technology	1,904,236	07/11/1995
VISITOUCH	Analysis & Technology, Inc.	9	Kiosks featuring computer based multimedia advertising services utilizing touch screen technology	2,007,079	10/15/1996
TECHMATICS	Techmatics, Inc.	42	Engineering and consulting services in connection therewith	1,962,686	12/12/199 6
TECHMATICS (Virginia)	Techmatics, Inc.	42	Provide engineering & consulting services	890,530	5/31/1987

SCHEDULE C

LICENSE AGREEMENTS

None.