

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hawkeye Systems, LLC		05/29/2007	LIMITED LIABILITY COMPANY: VIRGINIA
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A.		
Street Address:	231 South LaSalle Street		
Internal Address:	Mail Code: IL1-231-10-41		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60604		
Entity Type:	NATIONAL BANKING ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2876135	HAWKEYE SYSTEMS	
CORRESPONDENCE DATA			
Fax Number:	(704)353-3871		
	<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		
ATTORNEY DOCKET NUMBER:	16221.044		
NAME OF SUBMITTER:	Karl S. Sawyer, Jr.		
Signature:	/karl s sawyer jr/		

OP \$40.00 2876135

Date:

06/21/2007

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of May 29, 2007 by and between **Hawkeye Systems, LLC**, a Virginia limited liability company (the "Grantor"), having its chief executive office at **12015 Lee Jackson Highway, Fairfax, Virginia 22033** and BANK OF AMERICA, N.A., as Administrative Agent (the "Administrative Agent"), with offices at 231 South LaSalle Street, Mail Code: IL1-231-10-41, Chicago, Illinois 60604, for the ratable benefit of the banks and other financial institutions (the "Lenders") from time to time parties to the Credit Agreement, dated as of April 30, 2007 (as amended, restated, supplemented or otherwise modified, the "Credit Agreement") by and between ManTech International Corporation, as the Borrower, the Lenders and the Administrative Agent.

This Agreement is executed pursuant to the terms of a Collateral Agreement dated as of April 30, 2007 (as amended, restated, supplemented or otherwise modified by a Joinder Agreement dated as of May 29, 2007 and as may be further amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement") by and among ManTech International Corporation, certain of its Subsidiaries party thereto, including the Grantor and the Administrative Agent. Capitalized terms used herein but not defined herein shall have the meanings assigned to them in the Collateral Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Administrative Agent, a security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

- (i) each Trademark, Trademark registration and Trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application of the Grantor, including, without limitation, each Trademark, Trademark registration and Trademark application described on Schedule A;
- (ii) each Trademark License, including, without limitation, each Trademark License described on Schedule B;
- (iii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any Trademark or Trademark registration, including, without limitation, any Trademark or Trademark registration described on Schedule A or under any Trademark licensed under any Trademark License, including, without limitation, any Trademark License described on Schedule B, (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark License or (c) breach or enforcement of any Trademark License; and
- (iv) all products and proceeds of the foregoing.

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, all terms and provisions of which are incorporated herein by reference. 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.

[SIGNATURE PAGES FOLLOW]

22 IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the
day of May, 2007.

Hawkeye Systems, LLC, as Grantor

By: 

Name: Kevin M. Phillips
Title: Vice President


ACKNOWLEDGMENT

STATE OF Virginia

COUNTY OF Fairfax

I, Maura Fredericus, a Notary Public for said County and State, do hereby certify that Kevin M. Phillips personally appeared before me this day and stated that (s)he is Vice President of Hawkeye Systems, LLC and acknowledged, on behalf of Hawkeye Systems, LLC the due execution of the foregoing instrument.

Witness my hand and official seal, this 22 day of May, 2007.


Notary Public

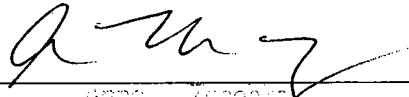
My commission expires:

My Commission Expires
January 31, 2011

[Signature Pages Continue]

Agreed and Accepted as of the
19th day of May, 2007.

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

By: 
Name: ANDREW BROOKS
Title: Assistant Vice President

Schedule A to Trademark Security Agreement

TRADEMARKS

<u>Owner</u>	<u>Trademarks</u>	<u>Reg. or Serial No.</u>	<u>Reg. or Filing Date</u>	<u>Affidavit of use</u>	<u>Renewal Due</u>
Hawkeye Systems, LLC	HAWKEYE SYSTEMS	2876135/76438459	Reg: 8/24/04 Filing: 8/6/02	8/24/04	8/24/04

Schedule B to Trademark Security Agreement

TRADEMARK LICENSES

None.