

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
ManTech Security & Mission Assurance Corporation		05/29/2007	CORPORATION: DELAWARE

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: 9

Property Type	Number	Word Mark
Registration Number:	2621905	AEGIS RESEARCH CORPORATION WE ENABLE INFORMATION ADVANTAGE
Registration Number:	2390537	AEGIS RESEARCH CORPORATION WE ENABLE INFORMATION ADVANTAGE
Registration Number:	2520846	MINDSIM CORPORATION
Registration Number:	2523216	MINDSIM CORPORATION
Registration Number:	2518253	MINDSIM
Registration Number:	2518254	MINDSIM
Registration Number:	2659768	INFOCHESS
Registration Number:	2410008	INFODOMAIN
Registration Number:	2392511	INFOGUARDIAN

CORRESPONDENCE DATA

OP \$240.00 2621905

Fax Number: (704)353-3871
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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/
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 **ManTech Security & Mission Assurance Corporation**, a Delaware corporation (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.

ManTech Security & Mission Assurance Corporation, as Grantor

By: [Signature]
Name: Kevin M. Phillips
Title: Vice President

ACKNOWLEDGMENT

STATE OF Virginia

COUNTY OF Fairfax

I, Maura Fredericks, 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 ManTech Security + Mission Assurance Corp. and acknowledged, on behalf of ManTech Security + Mission Assurance Corp. the due execution of the foregoing instrument.

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

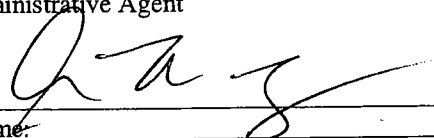
[Signature]
Notary Public

My commission expires:
My Commission Expires
January 31, 2011

[Signature Pages Continue]

Agreed and Accepted as of the
21st day of May, 2007.

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

By: 
Name: _____
Title: Anne M. Zeschke
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>
ManTech Security & Mission Assurance Corporation	Aegis Research Corporation We Enable Information Advantage	2621905/75980852	Filing: 1/5/98 Reg: 9/17/02	9/17/02	9/17/02
ManTech Security & Mission Assurance Corporation	Aegis Research Corporation We Enable Information Advantage	2390537/75979501	Filing: 1/5/98 Reg: 9/26/00	9/26/00	9/26/00
ManTech Security & Mission Assurance Corporation	Mindsim Corporation	2520846/75777301	Filing: 8/17/99 Reg: 12/18/01	12/18/01	12/18/01
ManTech Security & Mission Assurance Corporation	Mindsim Corporation	2523216/75777302	Filing: 8/17/99 Reg: 12/25/01	12/25/01	12/25/01
ManTech Security & Mission Assurance Corporation	Mindsim	2518253/75777303	Filing: 8/17/99 Reg: 12/11/01	12/11/01	12/11/01
ManTech Security & Mission Assurance Corporation	Mindsim	2518254/75777304	Filing: 8/17/99 Reg: 12/11/01	12/11/01	12/11/01
ManTech Security & Mission Assurance Corporation	Infochess (IC 009)	2659768/75377464	Filing: 10/22/97 Reg: 12/10/02	12/10/02	12/10/02
ManTech Security & Mission Assurance Corporation	Infodomain	2410008/75659434	Filing: 3/12/99 Reg: 12/5/00	12/5/00	12/5/00
ManTech Security & Mission Assurance Corporation	Infoguardian	2392511/75352719	Filing: 9/5/97 Reg: 10/10/00	10/10/00	10/10/00

Schedule B to Trademark Security Agreement

TRADEMARK LICENSES

None.