

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
ALION SCIENCE AND TECHNOLOGY CORPORATION		03/22/2010	CORPORATION: DELAWARE
ALION-MA&D CORPORATION		03/22/2010	CORPORATION: COLORADO

**RECEIVING PARTY DATA**

Name:	WILMINGTON TRUST COMPANY, AS COLLATERAL AGENT
Street Address:	1100 N. MARKET ST.
City:	WILMINGTON
State/Country:	DELAWARE
Postal Code:	19890
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Registration Number:	2977517	ALIGNED WITH YOUR NEEDS
Registration Number:	2863371	ALION
Registration Number:	2848699	A ALION SCIENCE AND TECHNOLOGY
Registration Number:	2863045	M & S UNIVERSITY MSIAC MODELING AND SIMULATION INFORMATION ANALYSIS CENTER
Registration Number:	2675822	FLEXSIM
Registration Number:	2525624	PRISM
Registration Number:	3362416	TOTAL CREW MODEL
Registration Number:	3542495	COUNTERMEASURES
Registration Number:	2966884	MICRO SAINT

**CORRESPONDENCE DATA**

Fax Number: (866)826-5420

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

**900160037**

**TRADEMARK  
 REEL: 004188 FRAME: 0721**

**OP \$240.00 2977517**

Phone: 3016380511  
Email: ipresearchplus@comcast.net  
Correspondent Name: IP Research Plus, Inc.  
Address Line 1: 21 Tadcaster Circle  
Address Line 2: Attn: Penelope J.A. Agodoa  
Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:

35541

NAME OF SUBMITTER:

Penelope J.A. Agodoa

Signature:

/pja/

Date:

04/20/2010

Total Attachments: 7  
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TRADEMARK SECURITY AGREEMENT dated as of March 22, 2010 (this “*Agreement*”), among ALION SCIENCE AND TECHNOLOGY CORPORATION, a Delaware corporation (the “*Borrower*”), ALION – MA&D CORPORATION, a Colorado corporation (“*MA&D*” and, together with the Borrower, the “*Grantors*”), and WILMINGTON TRUST COMPANY, as Collateral Agent (in such capacity, the “*Collateral Agent*”).

Reference is made to (a) the Security Agreement dated as of March 22, 2010 (as amended, supplemented or otherwise modified from time to time, the “*Security Agreement*”), among the Borrower, the subsidiaries of the Borrower party thereto (including MA&D) and the Collateral Agent, (b) the Credit Agreement dated as of March 22, 2010 (as amended, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), among the Borrower, the Lenders from time to time party thereto and Credit Suisse AG, Cayman Islands Branch, as administrative agent, and (c) the Indenture dated as of March 22, 2010 (as amended, supplemented or otherwise modified from time to time, the “*Indenture*”), among the Borrower, the subsidiaries of the Borrower identified therein (including MA&D) and Wilmington Trust Company, as Trustee. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Holders have agreed to purchase the Notes subject to the terms and conditions set forth in the Indenture. The obligations of the Lenders to extend such credit and of the Holders to purchase the Notes are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantors will derive substantial benefits from the extension of credit and the purchase of the Notes pursuant to the Credit Agreement and the Indenture, respectively, and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit and the Holders to purchase the Notes. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in and lien on, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “*Trademark Collateral*”):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature,

now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I attached hereto (the "*Trademarks*");

(b) all goodwill associated with or symbolized by the Trademarks; and

(c) all assets, rights and interests that uniquely reflect or embody the Trademarks.

SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

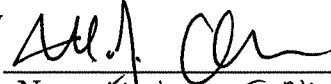
SECTION 4. Choice of Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Remainder of this page intentionally left blank]

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

ALION SCIENCE AND TECHNOLOGY CORPORATION,

by



Name: Michael J. Alber

Title: Senior Vice President, Chief Financial Officer and Treasurer

ALION - MA&D CORPORATION,

by



Name: Joshua J. Izenberg

Title: Secretary

[Signature Page to Alion Trademark Security Agreement]

[[3198929]]

TRADEMARK  
REEL: 004188 FRAME: 0725

WILMINGTON TRUST COMPANY, as  
Collateral Agent,

by



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Name: **Christopher J. Slaybaugh**  
Title: **Assistant Vice President**

[Signature Page to Alion Trademark Security Agreement]

[[3198929]]

**TRADEMARK**  
**REEL: 004188 FRAME: 0726**

Schedule I

**Trademarks**

<b>Registered Owner</b>	<b>Trademark</b>	<b>Status</b>	<b>Registration Number</b>	<b>Registration Date</b>
Alion Science and Technology Corporation	Aligned With Your Needs	Registered	2,977,517	7/26/2005
Alion Science and Technology Corporation	Alion	Registered	2,863,371	7/13/2004
Alion Science and Technology Corporation	Alion Science and Technology & Design	Registered	2,848,699	6/1/2004
Alion Science and Technology Corporation	M&S University & Design	Registered	2,863,045	7/13/2004
Alion Science and Technology Corporation	FLEXSIM	Registered	2,675,822	1/21/2003
Alion Science and Technology Corporation	PRISM	Registered	2,525,624	1/1/2002
Alion-MA&D Corporation	Total Crew Model	Registered	3,362,416	1/1/2008
Alion Science and Technology Corporation	Countermeasures	Registered	3,542,495	12/9/2008
Alion-MA&D Corporation	MicroSaint	Registered	2,966,884	7/12/2005