

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
SRA International, Inc., a Delaware Corporation		07/20/2011	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Citibank, N.A., as Administrative Agent
<b>Street Address:</b>	399 Park Avenue, 16th Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10043
<b>Entity Type:</b>	National Association: UNITED STATES

**PROPERTY NUMBERS Total: 38**

Property Type	Number	Word Mark
Registration Number:	2217840	CAL/GANG
Registration Number:	3174473	CONSTELLA
Registration Number:	3181295	CONSTELLA GROUP
Registration Number:	3110771	DOCMATCHER
Registration Number:	2376468	ELITE
Registration Number:	3490530	ELITE SECURE
Registration Number:	2220920	GANGNET
Registration Number:	3358824	GEOLECT
Registration Number:	2995955	HONESTY AND SERVICE
Registration Number:	2908778	HONESTY AND SERVICE
Registration Number:	2664915	NETOWL
Registration Number:	3790983	ONE VIEW
Registration Number:	2030456	ORIONLEADS
Registration Number:	2308361	

**TRADEMARK**

**900197554**

**REEL: 004587 FRAME: 0803**

**OP \$965.00 2217840**

Registration Number:	3497804	P2RMIS
Registration Number:	3076099	PILLAR
Registration Number:	3052298	PLATINUM SOLUTIONS
Registration Number:	3052297	PLATINUM SOLUTIONS
Registration Number:	3249053	RAMBLE
Registration Number:	3719790	S.T.A.R.T.
Registration Number:	2094996	SRA
Registration Number:	2097456	SRA
Registration Number:	2922968	SRA
Registration Number:	2177402	SRA INTERNATIONAL, INC.
Registration Number:	2296347	SRA INTERNATIONAL, INC.
Registration Number:	2912388	SRA INTERNATIONAL, INC.
Registration Number:	2909984	SRA
Registration Number:	3273518	STRATEGY FITNESS CENTER
Serial Number:	85124019	CYBERGAMI
Serial Number:	85124014	CYBERLOCK
Serial Number:	77884052	LEFT OF CLICK
Serial Number:	77884056	ONE VAULT VOICE
Serial Number:	85250406	ONE VAULT MESSENGER
Serial Number:	77753139	RELIABLE. RESILIENT. TRUSTWORTHY.
Serial Number:	85150318	RIDGE
Serial Number:	85150323	RIDGE
Serial Number:	77942544	TOUCHSTONE
Serial Number:	77942527	TOUCHSTONE CONSULTING

**CORRESPONDENCE DATA**

Fax Number: (800)516-6304  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 614-280-3566  
Email: james.murray@wolterskluwer.com  
Correspondent Name: James Murray  
Address Line 1: 4400 Easton Commons Way, Suite 125  
Address Line 2: CT Lien Solutions  
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Sakina Karkat

Signature: /Sakina Karkat/

07/20/2011

**Total Attachments: 6**

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TRADEMARK SECURITY AGREEMENT dated as of July 20, 2011 (this "Agreement"), among SRA International, Inc. (the "Grantor") and Citibank, N.A., as administrative agent (in such capacity, the "Administrative Agent").

Reference is made to (a) the Credit Agreement dated as of July 20, 2011 (as amended, restated, amended and restated, supplemented, extended, refinanced or otherwise modified from time to time, the "Credit Agreement"), among Sterling Merger Inc. (the rights and obligations of which have been assumed by the Grantor), Sterling Parent Inc., the lenders from time to time party thereto (the "Lenders") and the Administrative Agent and (b) the Collateral Agreement dated as of July 20, 2011 (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Grantor, the other grantors from time to time party thereto and the Administrative Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Grantor subject to the terms and conditions set forth in the Credit Agreement. The Grantor is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. 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 Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Confirmation of Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby confirms the grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, of a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under any Trademarks now owned or at any time hereafter acquired by such Grantor, including those listed on Schedule I (the "Trademark Collateral"); provided that the Security Interest shall not attach to any Excluded Asset.

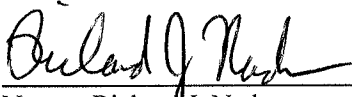
SECTION 3. Collateral Agreement. The Security Interest confirmed to the Administrative Agent herein is confirmed in furtherance, and not in limitation, of the security interest granted to the Administrative Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral 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 Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[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.

SRA INTERNATIONAL, INC.

By:   
Name: Richard J. Nadeau  
Title: Chief Financial Officer and Treasurer

CITIBANK, N.A.,  
as Administrative Agent

By:   
Name: Justin Tichauer  
Title: Vice President

## Schedule I

*Trademark Registrations*

Mark	Reg. Date	Reg. No.
Cal/Gang	1/12/1999	2,217,840
Constella	11/21/2006	3,174,473
Constella Group and Design	12/5/2006	3,181,295
DocMatcher	6/27/2006	3,110,771
Elite	8/15/2000	2,376,468
ELITE Secure	8/19/2008	3,490,530
GangNet	1/26/1999	2,220,920
Geollect	12/25/2007	3,358,824
Honesty and Service	9/13/2005	2,995,955
Honesty and Service	12/7/2004	2,908,778
NetOwl	12/24/2002	2,664,915
One View	5/18/2010	3,790,983
ORIONLeads	1/14/1997	2,030,456
Owl Design	1/18/2000	2,308,361
P2RMIS	9/9/2008	3,497,804
PILLAR	4/4/2006	3,076,099
Platinum Solutions	1/31/2006	3,052,298
Platinum Solutions and logo	1/31/2006	3,052,297
Ramble	6/5/2007	3,249,053
S.T.A.R.T.	12/1/2009	3,719,790
SRA	9/9/1997	2,094,996
SRA	9/16/1997	2,097,456
SRA with orbit design	2/1/2005	2,922,968
SRA International & Design	7/28/1998	2,177,402
SRA International & Design	11/30/1999	2,296,347
SRA International & Design	12/21/2004	2,912,388
SRA	12/14/2004	2,909,984
Strategy Fitness Center	8/7/2007	3,273,518



*Trademark Applications*

<b>Mark</b>	<b>Application Date</b>	<b>Application No.</b>
Cybergami	9/7/2010	85/124019
CyberLock	9/7/2010	85/124014
Left of Click	12/12/2009	77/884052
One Vault Voice	12/2/2009	77/884056
One Vault Messenger	2/24/2011	85/250406
Reliable. Resilient. Trustworthy.	6/5/2009	77/753139
RIDGE logo	10/12/2010	85/150318
RIDGE	10/12/2010	85/150323
Touchstone	2/23/2010	77/942,544
Touchstone Consulting	2/23/2010	77/942,527