

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of Security Interest in Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Booz Allen Hamilton Inc.		07/31/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	101 N. Tryon St.
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	3773541	ARCHSIM
Registration Number:	3820454	BOOZ ALLEN
Registration Number:	888837	BOOZ ALLEN HAMILTON
Registration Number:	1634966	BOOZ ALLEN HAMILTON
Registration Number:	2653981	BOOZ ALLEN HAMILTON
Registration Number:	3661631	BRACPLUS
Registration Number:	2808105	DELIVERING RESULTS THAT ENDURE
Registration Number:	4118990	EARNED READINESS
Registration Number:	3684459	ENABLING SMARTER DECISIONS TO APPLY THE RIGHT RESOURCES TO THE RIGHT LOCATION AT THE RIGHT TIME
Registration Number:	3726731	FRESNEL
Registration Number:	4122026	MEGACOMMUNITIES
Registration Number:	4122027	MEGACOMMUNITY
Registration Number:	3825978	MISSION DNA

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Registration Number:	3107452	MISSION ENGINEERING
Registration Number:	3137291	MISSION ENGINEERING
Registration Number:	3098804	TARGET
Registration Number:	3684458	VEOP
Registration Number:	3735293	VISUAL EMERGENCY OPERATIONS PLAN
Registration Number:	3684460	VISUAL EOP

CORRESPONDENCE DATA

Fax Number: 2129096836
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
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Email: trademarks@debevoise.com
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Address Line 2: Debevoise & Plimpton LLP
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	23640-1202
NAME OF SUBMITTER:	Jessica Lehrman
Signature:	/Jessica Lehrman/
Date:	07/31/2012

Total Attachments: 6
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GRANT OF
SECURITY INTEREST IN TRADEMARKS

GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Agreement"), dated as of July 31, 2012, made by Booz Allen Hamilton Inc., a Delaware corporation having a principal place of business at 8283 Greensboro Drive, McLean, Virginia 22012 (the "Borrower"), in favor of Bank of America, N.A., as Collateral Agent (the "Agent") for the several banks and other financial institutions (the "Lenders") which are parties to the Credit Agreement, dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Agent, the Lenders, Merrill Lynch, Pierce, Fenner & Smith Incorporated, Credit Suisse Securities (USA) LLC, Barclays Capital, Citigroup Global Markets Inc., HSBC Securities (USA) Inc., JP Morgan Securities LLC, Morgan Stanley Senior Funding, Inc. and Sumitomo Mitsui Banking Corporation.

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrower has executed and delivered a Guarantee and Collateral Agreement, dated as of the date hereof, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement"); and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Borrower granted to the Agent, for the benefit of the Secured Parties, a security interest in all of its Intellectual Property, including the Trademarks; and

WHEREAS, the Borrower has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make extensions of credit to the Borrower pursuant to the Credit Agreement, the Borrower agrees, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Borrower hereby grants, and pursuant to the Guarantee and Collateral Agreement, it granted to the Collateral Agent for

the benefit of the Secured Parties, a single security interest in all of the Borrower's right, title and interest in and to the Trademarks of the Borrower now owned or at any time hereafter acquired by the Borrower or in which the Borrower now has or at any time in the future may acquire any right, title or interest (including, without limitation, those items listed on Schedule I hereto), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Borrower's Obligations, except that no security interest has or will be granted pursuant hereto in any Trademarks to the extent that such grant of a security interest is prohibited by, or constitutes a breach or default under or results in the termination of or requires any consent not obtained under, any contract, license, agreement, instrument, (including any permitted liens, leases and licenses) or other document evidencing or giving rise to such Trademarks in each case with any third party, joint venture or non wholly-owned Subsidiary, except to the extent that the term in such contract, license, agreement, instrument or other document or similar agreement providing for such prohibition, breach, default or termination or requiring such consent is ineffective under applicable law.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Borrower for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Guarantee and Collateral Agreement. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (including by telecopy or electronic (i.e., "pdf") transmission), each of which will be deemed an original, but all of which together constitute one and the same original.

* * *

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

BOOZ ALLEN HAMILTON INC.,
as the Borrower

By: 

Name: Samuel R. Strickland
Title: Executive Vice President, Chief
Financial Officer and Chief
Administrative Officer

BANK OF AMERICA, N.A.,
as Agent

By: _____
Name:
Title:

[Signature Page to Trademark Notice Filing]

TRADEMARK
REEL: 004832 FRAME: 0771

By: _____
Name: MATTHEW A. CURTIN
Title: DIRECTOR


as Agent

BANK OF AMERICA, N.A.

By: _____
Name: Samuel R. Strickland
Title: Executive Vice President, Chief
Financial Officer and Chief
Administrative Officer

BOOZ ALLEN HAMILTON INC.,
as the Borrower

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be
duly executed and delivered by their respective officers thereunto duly authorized as of
the day and year first above written.

SCHEDULE I

Trademark Registrations

Country	Trademark	Serial No. Filing Date	Reg. No. Reg. Date	Owner
United States	ARCHISM	78/624,844 06-May-2005	3773541 06-Apr-2010	Booz Allen Hamilton Inc.
United States	BOOZ ALLEN	77/757,301 11-Jun-2009	3820454 20-Jul-2010	Booz Allen Hamilton Inc.
United States	BOOZ ALLEN HAMILTON	72/311,547 07-Nov-1968	888837 31-Mar-1970	Booz Allen Hamilton Inc.
United States	BOOZ ALLEN HAMILTON	74/054,287 30-Apr-1990	1634966 12-Feb-1991	Booz Allen Hamilton Inc.
United States	BOOZ ALLEN HAMILTON AND DESIGN	76/314,788 18-Sep-2001	2653981 26-Nov-2002	Booz Allen Hamilton Inc.
United States	BRACPLUS	77/378,216 23-Jan-2008	3661631 28-Jul-2009	Booz Allen Hamilton Inc.
United States	DELIVERING RESULTS THAT ENDURE	76/471,010 20-Nov-2002	2808105 27-Jan-2004	Booz Allen Hamilton Inc.
United States	EARNED READINESS	77/907,555 08-Jan-2010	4118990 27-Mar-2012	Booz Allen Hamilton Inc.
United States	ENABLING SMARTER DECISIONS TO APPLY THE RIGHT SOURCES TO THE RIGHT LOCATION AT THE RIGHT TIME	78/535,315 20-Dec-2004	3684459 15-Sep-2009	Booz Allen Hamilton Inc.
United States	FRESNEL	78/818,696 20-Feb-2006	3726731 15-Dec-2009	Booz Allen Hamilton Inc.
United States	MEGACOMMUNITIES	77/159,486 18-Apr-2007	4122026 03-Apr-2012	Booz Allen Hamilton Inc.
United States	MEGACOMMUNITY	77/159,488 18-Apr-2007	4122027 03-Apr-2012	Booz Allen Hamilton Inc.
United States	MISSION DNA	77/667,265 10-Feb-2009	3825978 27-Jul-2010	Booz Allen Hamilton Inc.
United States	MISSION ENGINEERING	78/148,501 29-Jul-2002	3107452 20-Jun-2006	Booz Allen Hamilton Inc.
United States	MISSION ENGINEERING	78/975,774 29-Jul-2002	3137291 29-Aug-2006	Booz Allen Hamilton Inc.
United States	TARGET	78/257,199 02-Jun-2003	3098804 30-May-2006	Booz Allen Hamilton Inc.

Country	Trademark	Serial No. Filing Date	Reg. No. Reg. Date	Owner
United States	VEOP	78/535,314 20-Dec-2004	3684458 15-Sep-2009	Booz Allen Hamilton Inc.
United States	VISUAL EMERGENCY OPERATIONS PLAN	78/535,313 20-Dec-2004	3735293 05-Jan-2010	Booz Allen Hamilton Inc.
United States	VISUAL EOP	78/535,517 20-Dec-2004	3684460 15-Sep-2005	Booz Allen Hamilton Inc.