

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

|                              |  |
|------------------------------|--|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT                                 |
| <b>NATURE OF CONVEYANCE:</b> | Second Amended and Restated Security Agreement |

**CONVEYING PARTY DATA**

| Name                 | Formerly | Execution Date | Entity Type             |
|----------------------|----------|----------------|-------------------------|
| Butler America, Inc. |          | 08/10/2012     | CORPORATION: CALIFORNIA |

**RECEIVING PARTY DATA**

|                        |  |
|------------------------|--|
| <b>Name:</b>           | The PrivateBank and Trust Company, as Administrative Agent |
| <b>Street Address:</b> | 120 South LaSalle Street                                   |
| <b>City:</b>           | Chicago  |
| <b>State/Country:</b>  | ILLINOIS   |
| <b>Postal Code:</b>    | 60603  |
| <b>Entity Type:</b>    | CORPORATION: ILLINOIS                                      |

**PROPERTY NUMBERS Total: 8**

| Property Type        | Number  | Word Mark                      |
|----------------------|---------|--------------------------------|
| Registration Number: | 3482797 | BUTLER                         |
| Registration Number: | 2399635 | BUTLER FLEET SERVICES          |
| Registration Number: | 2380933 | BUTLER TELECOM                 |
| Registration Number: | 2119897 | MINDPOWER                      |
| Registration Number: | 2078380 | BUTLER INTERNATIONAL, INC.     |
| Registration Number: | 2078381 | MINDPOWER FOR A CHANGING WORLD |
| Registration Number: | 3839986 | BUTLER AMERICA                 |
| Registration Number: | 3844015 | BUTLER AMERICA                 |

**CORRESPONDENCE DATA**

Fax Number: 3026365454  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
 Phone: 800-927-9801 x2348  
 Email: jpaterso@cscinfo.com  
 Correspondent Name: Corporation Service Company

CH \$215.00 3482797

Address Line 1: 1090 Vermont Avenue NW, Suite 430  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

|                         |               |
|-------------------------|---------------|
| ATTORNEY DOCKET NUMBER: | 310881        |
| NAME OF SUBMITTER:      | Jean Paterson |
| Signature:              | /jep/         |
| Date:                   | 08/13/2012    |

Total Attachments: 9  
source=8-13-12 Butler America-TM#page1.tif  
source=8-13-12 Butler America-TM#page2.tif  
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# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

### 1. Name of conveying party(ies):

Butler America, Inc.

- Individual(s)
- General Partnership
- Corporation- State: California
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

### 3. Nature of conveyance /Execution Date(s) :

Execution Date(s) \_\_\_\_\_

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

### 2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: The PrivateBank and Trust Company, as

Internal

Address: Administrative Agent

Street Address: 120 South LaSalle Street

City: Chicago

State: Illinois

Country: USA Zip: 60603

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship Illinois
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

### 4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

See Attached

B. Trademark Registration No.(s)

See Attached

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See Attached

### 5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Jackie Billard

Internal Address: Riemer & Braunstein LLP

Street Address: 3 Center Plaza

City: Boston

State: MA Zip: 02108

Phone Number: 617-523-9000

Fax Number: 617-880-3456

Email Address: jbillard@riemerlaw.com

### 6. Total number of applications and registrations involved:

8

### 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

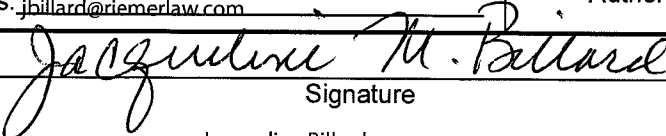
- Authorized to be charged to deposit account
- Enclosed

### 8. Payment Information:

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

### 9. Signature:



Signature

8/13/2012

Date

Jacqueline Billard

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

9

**SECOND AMENDED AND RESTATED  
PATENT, TRADEMARK, AND COPYRIGHT SECURITY AGREEMENT**

This Second Amended and Restated Patent, Trademark, and Copyright Security Agreement (this "Agreement"), dated as of August 10, 2012, is made by and between Butler America, Inc. ("Company" or the "Borrower"), and The PrivateBank and Trust Company, as administrative agent for itself and the other Lenders (in such capacity, "Agent"), each having a business location at the address set forth below next to its signature below.

Recitals

A. Certain of the Grantors, among others, have entered into a loan arrangement dated as of May 19, 2011, which loan arrangement is evidenced by, among other things, (i) that certain Amended and Restated Credit Agreement dated as of May 19, 2011 (as amended and in effect, the "Existing Credit Agreement") by and among Company, the other "Credit Parties" as defined therein (together with Company, the "Existing Loan Parties"), the "Lenders" as defined therein, General Electric Capital Corporation, as "Agent" as defined therein (in such capacity, "Prior Agent"); and (ii) that certain Amended and Restated Patent, Trademark, and Copyright Security Agreement dated as of May 19, 2011 (as amended and in effect, the "Existing Patent, Trademark, and Copyright Security Agreement") by Company in favor of the Prior Agent to secure the obligations under the Existing Credit Agreement.

B. The Lenders have severally agreed to extend credit to Company pursuant to the certain Second Amended and Restated Credit Agreement (hereinafter, as amended, supplemented, restated or otherwise modified from time to time, the "Credit Agreement"), dated as of the date hereof, by and among Pledgor, as "Borrower", any other Persons party thereto from time to time, the Lenders from time to time party thereto and Agent. It is a condition precedent to the Lenders' obligation to extend credit under the Credit Agreement that the Borrower shall have executed and delivered this Agreement to Agent for the ratable benefit of all Lenders.

C. Company and Agent desire to amend and restate the Patent, Trademark, and Copyright Security Agreement in as provided herein.

ACCORDINGLY, consideration of the premises and to induce Agent and Lenders to enter into the Credit Agreement and to induce the Lenders to extend credit thereunder, each Pledgor hereby agrees with Agent, for the ratable benefit of Lenders, that the Patent, Trademark, and Copyright Security Agreement shall be amended and restated in its entirety to read as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them in the Credit Agreement. To the extent that any explicit term hereof is inconsistent with any explicit term of the Credit Agreement, the Credit Agreement shall control. In addition, the following terms have the meanings set forth below:

“Copyrights” means all of the Company’s right, title and interest in and to all copyrightable works and all copyrights of Company and licenses thereunder, whether presently existing or hereafter arising, including but not limited to the registered copyrights, applications to register copyrights, and unregistered works (if any) listed on Exhibit A.

“Patents” means all of Company’s right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit B.

“Security Interest” has the meaning given in Section 2.

“Trademarks” means all of Company’s right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit C.

2. Security Interest. Company hereby irrevocably pledges and assigns to, and grants to, Agent a security interest (the “Security Interest”) with power of sale to the extent permitted by law, in the Copyrights, in the Patents and in the Trademarks to secure payment of the Obligations. As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of Company. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Credit and Security Agreement. The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Credit Agreement and Company hereby acknowledges and agrees that the rights and remedies of Agent with respect to the Security Interests made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein, including, without limitation, all representations, warranties and covenants with respect to Copyrights, Patents and Trademarks.

4. Termination. This Agreement shall terminate and the Lien on the Security Interests shall be released upon the payment and performance in full of the Obligations (other than any outstanding indemnification obligations) pursuant to the terms of the Credit Agreement. Upon the termination of this Agreement, Agent shall execute all documents, make all filings, and take all other actions reasonably requested by the Borrower to evidence and record the release of the Lien on and Security Interests granted herein.

5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement.

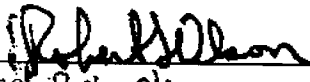
6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

7. Amendment and Restatement. On the Closing Date, the Existing Patent, Trademark, and Copyright Security Agreement shall be amended and restated its entirety by this Agreement. On and after the Closing Date, the Existing Patent, Trademark, and Copyright Security Agreement shall be of no further force and effect except as amended and restated hereby.

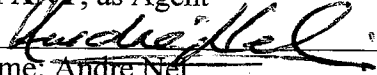
[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Second Amended and Restated Copyrights, Patent and Trademark Security Agreement as of the date written above.

**BUTLER AMERICA, INC.**

By:   
Name: Rob Olson  
Title: CFO

**THE PRIVATEBANK AND TRUST  
COMPANY, as Agent**

By:   
Name: Andre Nel  
Its: Managing Director

18 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30



EXHIBIT A

UNITED STATES ISSUED PATENTS

| <u>Title</u> | <u>Patent Number</u> | <u>Issue Date</u> |
|--------------|----------------------|-------------------|
|--------------|----------------------|-------------------|

NONE

UNITED STATES PATENT APPLICATIONS

| <u>Title</u> | <u>Serial Number</u> | <u>Filing Date</u> |
|--------------|----------------------|--------------------|
|--------------|----------------------|--------------------|

NONE

FOREIGN ISSUED PATENTS

| <u>Title</u> | <u>Country</u> | <u>Patent Number</u> | <u>Issue Date</u> |
|--------------|----------------|----------------------|-------------------|
|--------------|----------------|----------------------|-------------------|

NONE

UNITED STATES PATENT APPLICATIONS

| <u>Title</u> | <u>Serial Number</u> | <u>Filing Date</u> |
|--------------|----------------------|--------------------|
|--------------|----------------------|--------------------|

NONE

**EXHIBIT B**

**UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS**

**AND COLLECTIVE MEMBERSHIP MARKS**

| Country | Trademark                      | Reg. Date   | Reg. No | Record Owner         | Status          |
|---------|--------------------------------|-------------|---------|----------------------|-----------------|
| U.S.    | BUTLER                         | 12-AUG-2008 | 3482797 | Butler America, Inc. | Registered      |
| U.S.    | BUTLER FLEET SERVICES          | 31-OCT-2000 | 2399635 | Butler America, Inc. | Registered      |
| U.S.    | BUTLER TELECOM                 | 29-AUG-2000 | 2380933 | Butler America, Inc. | Registered      |
| U.S.    | MINDPOWER                      | 09-DEC-1997 | 2119897 | Butler America, Inc. | To be Abandoned |
| U.S.    | BUTLER INTERNATIONAL, INC.     | 15-JUL-1997 | 2078380 | Butler America, Inc. | To be Abandoned |
| U.S.    | MINDPOWER FOR A CHANGING WORLD | 15-JUL-1997 | 2078381 | Butler America, Inc. | To be Abandoned |
| U.S.    | BUTLER AMERICA                 | 31-AUG-2010 | 3839986 | Butler America, Inc. | Registered      |
| U.S.    | BUTLER AMERICA DESIGN          | 07-SEP-2010 | 3844015 | Butler America, Inc. | Registered      |

**Abandoned Trademark Registrations**

| Country | Trademark                    | Exp. Date   | Reg. No | Record Owner        | Status    |
|---------|------------------------------|-------------|---------|---------------------|-----------|
| U.S.    | Miscellaneous Design (Cubes) | 16-JAN-2011 | 2421317 | Butler America, LLC | Abandoned |
| U.S.    | BUTLER TECHNICAL GROUP       | 26-DEC-2010 | 2415378 | Butler America, LLC | Abandoned |
| U.S.    | BUTLER TECHNOLOGY SOLUTIONS  | 08-AUG-2010 | 2374863 | Butler America, LLC | Abandoned |
| U.S.    | BUTLER SERVICE GROUP         | 15-AUG-2010 | 2377125 | Butler America, LLC | Abandoned |

**Registered Domain Names**

| Domain Name            | Expiration Date | Registrant*          |
|------------------------|-----------------|----------------------|
| butlerteam.com         | 5-May-11        | Butler America, Inc. |
| butler.com             | 6-May-11        | Butler America, Inc. |
| butlertelecom.net      | 8-May-11        | Butler America, Inc. |
| butlerfleet.com        | 20-Jun-11       | Butler America, Inc. |
| butlerdirect.com       | 22-Jun-11       | Butler America, Inc. |
| butlerservicegroup.com | 14-Aug-11       | Butler America, Inc. |
| pretypenny.net         | 2-Nov-11        | Butler America, Inc. |

### Trade Names

|                              |                          |
|------------------------------|--------------------------|
| Butler                       | Butler America, Inc.     |
| Butler Telecom               | Butler America TCS, Inc. |
| Butler Fleet Services        | Butler America           |
| Butler America Staffing, LLC |                          |