

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM305505

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The SI Organization, Inc.		05/23/2014	CORPORATION: DELAWARE
TT Government Solutions, Inc.		05/23/2014	CORPORATION: DELAWARE
PhaseOne Communications, Inc.		05/23/2014	CORPORATION: DELAWARE
QinetiQ North America, Inc.		05/23/2014	CORPORATION: DELAWARE
Westar Display Technologies, Inc.		05/23/2014	CORPORATION: NEVADA
SimAuthor, Inc.		05/23/2014	CORPORATION: COLORADO

RECEIVING PARTY DATA

Name:	UBS AG, Stamford Branch, as Administrative Agent
Street Address:	677 Washington Boulevard, 6th Floor
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901
Entity Type:	CORPORATION: SWITZERLAND

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Serial Number:	78787439	FLIGHTANALYST
Serial Number:	76296276	FLIGHTVIZ
Serial Number:	76296275	SIMAUTHOR INCORPORATED
Serial Number:	77512820	CONFIDENCE
Serial Number:	85836237	SIMMS
Serial Number:	77955508	RIMFIRE
Serial Number:	77955512	RIMFIRE
Serial Number:	85836231	SIMMS
Serial Number:	86121434	HVAMS
Serial Number:	86257700	SIMMS CRITICAL ASSET MANAGEMENT
Serial Number:	85687904	I D E A S GEOSPATIAL SOLUTIONS MADE EASY
Serial Number:	77831289	OASIS
Serial Number:	77831327	O TRADEMARK

Property Type	Number	Word Mark
Serial Number:	77831345	OASIS
Serial Number:	85555242	APPLIED COMMUNICATION SCIENCES
Serial Number:	85796303	Z-DAY ESS
Serial Number:	86796277	
Serial Number:	85070106	PRECISION-GUIDED COMMUNICATIONS
Serial Number:	77619961	MEANING SEGMENTS
Serial Number:	77577118	PHASEONE COMMUNICATIONS
Serial Number:	76136003	PHASEONE

CORRESPONDENCE DATA

Fax Number: 2123037064
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.
Phone: 212 318 6824
Email: christinedionne@paulhastings.com
Correspondent Name: Christine Dionne c/o Paul Hastings LLP
Address Line 1: 75 East 55th Street
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	78303.00077 (SECOND LIEN)
NAME OF SUBMITTER:	Christine Dionne
SIGNATURE:	/Christine Dionne/
DATE SIGNED:	05/23/2014

Total Attachments: 7
source=Zebedee Second Lien Trademark Security Agreement (Fully Executed)#page1.tif
source=Zebedee Second Lien Trademark Security Agreement (Fully Executed)#page2.tif
source=Zebedee Second Lien Trademark Security Agreement (Fully Executed)#page3.tif
source=Zebedee Second Lien Trademark Security Agreement (Fully Executed)#page4.tif
source=Zebedee Second Lien Trademark Security Agreement (Fully Executed)#page5.tif
source=Zebedee Second Lien Trademark Security Agreement (Fully Executed)#page6.tif
source=Zebedee Second Lien Trademark Security Agreement (Fully Executed)#page7.tif

SECOND LIEN GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This SECOND LIEN GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of May 23, 2014 is made by (i) The SI Organization, Inc., a Delaware corporation, (ii) TT Government Solutions, Inc., a Delaware corporation, (iii) PhaseOne Communications, Inc., a Delaware corporation, (iv) QinetiQ North America, Inc., a Delaware corporation, (v) Westar Display Technologies, Inc., a Nevada corporation, and (vi) SimAuthor, Inc., a Colorado corporation ((i) through (vi) collectively, the “Grantors”), in favor of UBS AG, Stamford Branch, as Administrative Agent (in such capacity, the “Administrative Agent”) for the banks and other financial institutions or entities (the “Lenders”) from time to time parties to the Second Lien Credit Agreement, dated as of May 23, 2014 (as amended, restated, replaced, supplemented or otherwise modified from time to time, the “Credit Agreement”), among The SI Organization Holding Corp. (“Holdings”), The SI Organization, Inc. (the “Borrower”), the Lenders and the Administrative Agent.

W I T N E S S E T H:

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 Grantors have executed and delivered the Second Lien Guarantee and Collateral Agreement, dated as of May 23, 2014, in favor of the Administrative Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Grantors pledged and granted to the Administrative Agent for the benefit of the Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Grantors have 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 Grantors agree, for the benefit of the Administrative Agent and 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 Security Agreement.

SECTION 2. Grant of Security Interest. The Grantors hereby pledge and grant a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Grantors' right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Administrative Agent for the benefit of the Administrative Agent and the Secured Parties to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties 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 Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

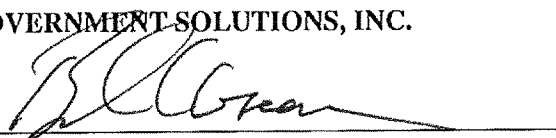
(Remainder of the page intentionally left blank)

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.

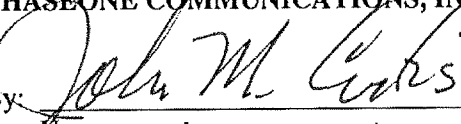
THE SI ORGANIZATION, INC.

By: 
Name: John M. Curtis
Title: President & Chief Executive Officer

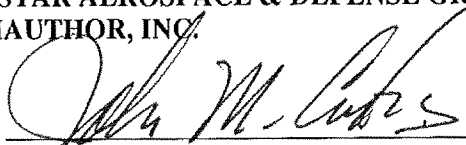
TT GOVERNMENT SOLUTIONS, INC.

By: 
Name: Brenton Greene
Title: President & Chief Executive Officer

PHASEONE COMMUNICATIONS, INC.

By: 
Name: John M. Curtis
Title: President & Chief Executive Officer

**QINETIQ NORTH AMERICA, INC.
WESTAR AEROSPACE & DEFENSE GROUP, INC.
SIMAUTHOR, INC.**

By: 
Name: John M. Curtis
Title: President & Chief Executive Officer

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,
as Administrative Agent

By: Lana Gifas
Name: Lana Gifas
Title: Director

By: Kenneth Chin
Name: Kenneth Chin
Title: Director

Schedule A

U.S. Trademark Registrations and Applications

Record Owner/ State of Organization	Trademark	Reg. Number	Reg. Date	Application Number	Application Date
SimAuthor, Inc State of Organization: Colorado	FLIGHTANALYST	3,250,929	06/12/2007	78/787,439	01/09/2006
SimAuthor, Inc State of Organization: Colorado	FLIGHTVIZ	2,567,364	05/07/2002	76/296,276	08/07/2001
SimAuthor, Inc State of Organization: Colorado	SIMAUTHOR INCORPORATED (design mark)	2,620,879	09/17/2002	76/296,275	08/07/2001
Westar Aerospace and Defense Group, Inc. State of Organization: Nevada	CONFIDENCE	3,613,725	04/28/2009	77/512,820	07/01/2008
QinetiQ North America, Inc. State of Organization: Delaware	SIMMS	4,385,756 (Supplemental)	08/13/2013	85/836,237	01/30/2013
QinetiQ North America Operations, LLC State of Organization: Delaware	RIMFIRE (IC 009)	4,010,898	08/16/2011	77/955,508	03/10/2010
QinetiQ North America Operations, LLC State of Organization: Delaware	RIMFIRE (IC 035)	3,869,671	11/02/2010	77/955,512	03/10/2010

QinetiQ North America, Inc. State of Organization: Delaware	SIMMS (design mark)	N/A	N/A	85/836,231	01/30/2013
QinetiQ North America, Inc. State of Organization: Delaware	HVAMS	N/A	N/A	86/121,434	11/18/2013
QinetiQ North America, Inc. State of Organization: Delaware	SIMMS CRITICAL ASSET MANAGEMENT (design mark)	N/A	N/A	86/257,700	04/21/2014
The SI Organization, Inc. State of Organization: Delaware	I D E A S GEOSPATIAL SOLUTIONS MADE EASY and Design	N/A	N/A	85/687,904	07/26/2012
The SI Organization, Inc. (f/k/a Janus Acquisition Corp.) State of Organization: Delaware	OASIS and Design	3,844,057	09/07/2010	77/831,289	09/21/2009
The SI Organization, Inc. (f/k/a Janus Acquisition Corp.) State of Organization: Delaware	O (Design)	3,844,058	09/07/2010	77/831,327	09/21/2009
The SI Organization, Inc. (f/k/a Janus Acquisition Corp.) State of Organization: Delaware	OASIS	3,844,059	09/07/2010	77/831,345	09/31/2009

TT Government Solutions, Inc. State of Organization: Delaware	APPLIED COMMUNICATION SCIENCES and Design	4,229,455	10/23/2012	85/555,242	02/28/2012
TT Government Solutions, Inc. State of Organization: Delaware	Z-DAY ESS	N/A	N/A	85/796,303	12/06/2012
TT Government Solutions, Inc. State of Organization: Delaware	Z-DAY	N/A	N/A	86/796,277	12/06/2012
PhaseOne Communications, Inc. State of Organization: Delaware	PRECISION-GUIDED COMMUNICATIONS	4,095,275	02/07/2012	85/070,106	06/23/2010
PhaseOne Communications, Inc. State of Organization: Delaware	MEANING SEGMENTS	3,829,068	08/03/2010	77/619,961	11/21/2008
PhaseOne Communications, Inc. State of Organization: Delaware	PHASEONE COMMUNICATIONS	3,638,304	06/16/2009	77/577,118	09/23/2008
PhaseOne Communications, Inc. State of Organization: Delaware	PHASEONE	2,600,378	07/30/2002	76/136,003	09/26/2000