

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM352161

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wilmington Trust, National Association		08/19/2015	National Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Alion Science and Technology Corporation		
Street Address:	1750 Tysons Boulevard		
Internal Address:	Suite 1300		
City:	Mclean		
State/Country:	VIRGINIA		
Postal Code:	22102		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 13			
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 SIMU	
Registration Number:	2525624	PRISM	
Registration Number:	3362416	TOTAL CREW MODEL	
Registration Number:	3542495	COUNTERMEASURES	
Registration Number:	2966884	MICRO SAINT	
Registration Number:	4417353	RIVERBANK ACOUSTICAL LABORATORIES	
Registration Number:	4619382	WASHINGTON CONSULTING	
Serial Number:	86069859	ALIGNED WITH YOUR NEEDS	
Serial Number:	86069731	ALION	
Serial Number:	86069493	A ALION SCIENCE AND TECHNOLOGY	
CORRESPONDENCE DATA			
Fax Number:	2125935955		
<i>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.</i>			

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Phone: 212-756-2132
Email: scott.kareff@srz.com
Correspondent Name: S. Kareff c/o Schulte Roth & Zabel LLP
Address Line 1: 919 Third Avenue
Address Line 2: 22nd Floor
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 081979-0240

NAME OF SUBMITTER: Scott Kareff (081979-0240)

SIGNATURE: /kc for sk/

DATE SIGNED: 08/20/2015

Total Attachments: 5

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS ("Release"), effective as of this the 19th day of August, 2015, is given by WILMINGTON TRUST, NATIONAL ASSOCIATION, as Collateral Agent (the "Agent"), with an address of 1100 North Market Street, Wilmington, DE 19890, to ALION SCIENCE AND TECHNOLOGY CORPORATION, (the "Releasee") with an address of 1750 Tysons Boulevard, Suite 1300, Mclean, VA 22102.

WITNESSETH

WHEREAS, Agent and Releasee have entered into to that certain Third Lien Pledge and Security Agreement, dated as of August 18, 2014 (as may have been amended, restated, supplemented or otherwise modified, the "Pledge and Security Agreement");

WHEREAS, in connection with the Pledge and Security Agreement, the Releasee executed that certain Third Lien Trademark Security Agreement dated as of August 18, 2014 (as may have been amended, restated, supplemented or otherwise modified, the "Trademark Security Agreement"; *capitalized terms used and not defined herein shall have the meanings ascribed to such terms in the Trademark Security Agreement*), which was duly recorded on September 9, 2014, at Reel 5359/Frame 0439, and then correctively recorded (to correct the Assignee name previously recorded) on March 16, 2015, at Reel 5479/Frame 0163, with the United States Patent and Trademark Office, and granted to the Agent a security interest in and continuing lien on all of Releasee's right, title and interest, to and under the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the "Trademark Collateral"):

All United States, and foreign trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications listed in Schedule A attached hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of any symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world; and

WHEREAS, in connection with the payment in full and discharge of all outstanding Secured Obligations, on the date hereof, the Releasee has requested that the Agent release all of its security interests and liens in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Agent, on behalf of itself and the Secured Parties, without recourse, representation or warranty and at the Releasee's sole cost and expense, does hereby fully and finally release and relinquish all security interests and liens in the Trademark Collateral granted to the Agent by Releasee and releases to the Releasee any rights, title, or interests it may have under such Trademark Security Agreement in, to or under any of the Trademark Collateral.

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IN WITNESS WHEREOF, the undersigned, by and through its authorized officer has caused this Release to be executed as of the date first above written.

**WILMINGTON TRUST, NATIONAL
ASSOCIATION,**
as Collateral Agent

By: 

Name:

Title:

John T. Needham, Jr.
Vice President

SCHEDULE A

Released Trademarks

Federally Registered Trademarks

<u>Title</u>	<u>Status</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Owner</u>
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
A Alion Science and Technology & Design	Registered	2,848,699	6/1/2004	Alion Science and Technology Corporation
M&S University & Design	Cancelled	2,863,045	7/13/2004	Alion Science and Technology Corporation
PRISM	Registered	2,525,624	1/1/2002	Alion Science and Technology 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 Science and Technology Corporation
Micro Saint	Registered	2,966,884	7/12/05	Alion Science and Technology Corporation
RIVERBANK ACOUSTICAL LABORATORIES	Registered	4,417,353	10/15/2013	Alion Science and Technology Corporation

DOC ID - 23366271.3

WASHINGTON CONSULTING (stylized and/or with design)	Registered	4,619,382	10/14/2014	Alion Science and Technology Corporation
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Pending Federal Applications for Trademark Registration:

<u>Title</u>	<u>Status</u>	<u>App. Ser. Number</u>	<u>Filing Date</u>	<u>Owner</u>
Aligned With Your Needs (updated g/s)	Pending	86/069,859	9/19/2013	Alion Science and Technology Corporation
Alion (updated g/s)	Pending	86/069,731	9/19/2013	Alion Science and Technology Corporation
A Alion Science and Technology & Design (updated g/s)	Pending	86/069,493	9/19/2013	Alion Science and Technology Corporation

DOC ID - 23366271.3