

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM352261

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Lien Grant of Security Interest in Trademark Rights		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Alion Science and Technology Corporation		08/19/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	UBS AG, Stamford Branch, as Administrative Agent		
Street Address:	677 Washington Boulevard		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	Connecticut licensed branch of a Swiss banking corporation: SWITZERLAND		
PROPERTY NUMBERS Total: 12			
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:	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:			
<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>			
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive, Suite 2000		

OP \$315.00 2977517

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER: 029217-0276

NAME OF SUBMITTER: Rhonda DeLeon

SIGNATURE: /Rhonda DeLeon/

DATE SIGNED: 08/21/2015

Total Attachments: 6

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FIRST LIEN GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This FIRST LIEN GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of August 19, 2015 is made by Alion Science and Technology Corporation, a Delaware corporation, located at 1750 Tysons Boulevard, Suite 1300, McLean, Virginia 22102 (the "Grantor"), 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 First Lien Credit Agreement, dated as of August 19, 2015 (as amended, restated, replaced, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Dysart Acquisition Corp., a Delaware corporation ("Holdings"), Dysart Merger Sub, Inc., a Delaware corporation, as the Borrower prior to the consummation of the Acquisition (as defined in the Credit Agreement), the Grantor, its capacity as the Borrower after the consummation of the Acquisition (in such capacity, the "Borrower"), the Lenders and the Administrative Agent.

WITNESSETH:

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 Grantor has executed and delivered the First Lien Guarantee and Collateral Agreement, dated as of August 19, 2015, 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 Grantor 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 Grantor 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 Grantor agrees, for the benefit of the 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 Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, all of the Grantor's 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 Grantor 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 Grantor 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.

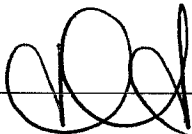
ALION SCIENCE AND TECHNOLOGY
CORPORATION

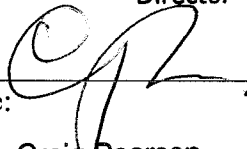
By:  _____

Name: Barry Broadus

Title: Chief Financial Officer and Senior Vice
President

UBS AG, STAMFORD BRANCH,
as Administrative Agent for the Secured Parties

By: 
Name: _____
Title: Darlene Arias
Director

By: 
Name: _____
Title: Craig Pearson
Associate Director
Banking Product Services, US

U.S. and foreign Trademark Registrations and Applications
and U.S. and foreign exclusive Trademark Licenses

U.S. Federally Registered Trademarks

<u>Title</u>	<u>Filing Date/Issued Date</u>	<u>Status</u>	<u>Application/ Registration No.</u>
ALIGNED WITH YOUR NEEDS	7/26/2005	Registered	2,977,517
ALION	7/13/2004	Registered	2,863,371
A Alion Science and Technology & Design	6/1/2004	Registered	2,848,699
PRISM	1/1/2002	Registered	2,525,624
TOTAL CREW MODEL	1/1/2008	Registered	3,362,416
COUNTERMEASURES	12/9/2008	Registered	3,542,495
MICRO SAINT	7/12/2005	Registered	2,966,884
RIVERBANK ACOUSTICAL LABORATORIES	10/15/2013	Registered	4,417,353
Washington Consulting	10/14/2014	Registered	4,619,382

Foreign Registered Trademarks

<u>Country</u>	<u>Title</u>	<u>Filing Date/Issued Date</u>	<u>Status</u>	<u>Application/ Registration No.</u>
E.U.	ALION	3/6/2014	Registered	12668166
E.U.	A Alion Science and Technology & Design	3/6/2014	Registered	12668075

Pending U.S. Federal Applications for Trademark Registration:

<u>Title</u>	<u>Filing Date/Issued Date</u>	<u>Status</u>	<u>Application/ Registration No.</u>
ALIGNED WITH	9/19/2013	Pending	86/069,859

YOUR NEEDS			
ALION	9/19/2013	Pending	86/069,731
A Alion Science and Technology & Design	9/19/2013	Pending	86/069,493

Pending Foreign Applications for Trademark Registration

<u>Country</u>	<u>Title</u>	<u>Filing Date/Issued Date</u>	<u>Status</u>	<u>Application/ Registration No.</u>
Canada	ALION	3/11/2011	Pending	1,667,254
Canada	A Alion Science and Technology & Design	3/11/2011	Pending	1,667,255