

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM439339

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NCI Information Systems, Inc.		08/15/2017	Corporation: VIRGINIA
RECEIVING PARTY DATA			
Name:	WILMINGTON SAVINGS FUND SOCIETY, FSB		
Street Address:	500 Delaware Avenue		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4229222	NCI	
Registration Number:	2124698	COMPUTECH	
Registration Number:	4263822	(TRANSPARENCY) LEAN PMO HIGH TECH HIGH T	
Registration Number:	4378557	LEAN PMO	
Registration Number:	4188935	TRUEVIEWPM	
Registration Number:	4257373	AGILE O&M	
Serial Number:	87178327	SMARTDOC NCI DOCUMENT CAPTURE SOLUTION	
Serial Number:	87178334	SMARTVIEW	
CORRESPONDENCE DATA			
Fax Number:	3105572193		
<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>			
Phone:	310-557-2900		
Email:	klathrop@proskauer.com		
Correspondent Name:	PROSKAUER ROSE LLP		
Address Line 1:	2049 CENTURY PARK EAST, SUITE 3200		
Address Line 2:	C/O KIMBERLEY A. LATHROP		
Address Line 4:	LOS ANGELES, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	43082.057		
NAME OF SUBMITTER:	Kimberley A. Lathrop		

CH \$215.00 4229222

SIGNATURE:	/Kimberley A. Lathrop/
DATE SIGNED:	08/15/2017
Total Attachments: 5 source=Project Cloud - Trademark Security Agreement (NCI Information Systems, Inc) (EXECUTION VERSION)#page1.tif source=Project Cloud - Trademark Security Agreement (NCI Information Systems, Inc) (EXECUTION VERSION)#page2.tif source=Project Cloud - Trademark Security Agreement (NCI Information Systems, Inc) (EXECUTION VERSION)#page3.tif source=Project Cloud - Trademark Security Agreement (NCI Information Systems, Inc) (EXECUTION VERSION)#page4.tif source=Project Cloud - Trademark Security Agreement (NCI Information Systems, Inc) (EXECUTION VERSION)#page5.tif	

GRANT OF
SECURITY INTEREST IN TRADEMARK

This GRANT OF SECURITY INTEREST IN TRADEMARK (this "Agreement"), effective as of August 15, 2017 is made by NCI Information Systems, Inc., a Virginia corporation, with its chief executive office located at 11730 Plaza America Drive Reston, VA 2019 (the "Grantor"), in favor of Wilmington Savings Fund Society, FSB, as collateral agent (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") for the banks and other financial institutions or entities (the "Lenders") from time to time parties to the Credit Agreement, dated as of August 15, 2017 (as amended, restated, replaced, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Cloud Financing, Inc., a Delaware corporation, Cloud Merger Sub, Inc., a Delaware corporation, as Initial Borrower, and, following the consummation of the Closing Date Acquisition, NCI, Inc., a Delaware corporation (the "Borrower"), the Lenders and Wilmington Savings Fund Society, FSB, as administrative agent and Collateral 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 Grantors have executed and delivered the Guarantee and Collateral Agreement, dated as of August 15, 2017, in favor of the Collateral Agent (together with all amendments, restatements, supplements 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 Collateral Agent for the benefit of the Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks (other than any Excluded Property); 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 Collateral 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 or 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, and agrees to assign, transfer and convey 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 but excluding any Excluded Property) (collectively, the "Collateral"), to the Collateral Agent for the benefit of 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 Collateral Agent for the benefit of 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)

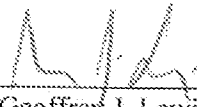
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

GRANTOR:

NCI INFORMATION SYSTEMS, INC.

By: Michele R. Spello
Name: Michele R. Cappello
Title: Secretary

WILMINGTON SAVINGS FUND SOCIETY, FSB, as
Collateral Agent

By: 
Name: Geoffrey J. Lewis
Title: Vice President

[Signature Page to Grant of Security Interest in Trademark]

TRADEMARK
REEL: 006130 FRAME: 0281

Schedule A

U.S. Trademark Registrations and Applications

<u>Title</u>	<u>Jurisdiction(s) of Issuance, Registration or Application</u>	<u>Application/ Registration Number(s)</u>	<u>Record Owner</u>
NCI	United States of America	4,229,222	NCI Information Systems, Inc.
COMPUTECH	United States of America	2,124,698	NCI Information Systems, Inc.
LEAN PMO TECH HIGH TOUCH	United States of America	4,263,822	NCI Information Systems, Inc.
LEAN PMO	United States of America	4,378,557	NCI Information Systems, Inc.
TRUEVIEWWPM	United States of America	4,188,935	NCI Information Systems, Inc.
AGILE O&M	United States of America	4,257,373	NCI Information Systems, Inc.
SMARTDOC NCI DOCUMENT CAPTURE SOLUTION	United States of America	87/178,327	NCI Information Systems, Inc.
SMARTVIEW	United States of America	87/178,334	NCI Information Systems, Inc.

U.S. exclusive Trademark Licenses

None.