

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM487738

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
ENLIGHTEN IT CONSULTING, LLC		08/22/2018	Limited Liability Company: MARYLAND
RECEIVING PARTY DATA			
Name:	UBS AG, STAMFORD BRANCH, AS ADMINISTRATIVE AGENT		
Street Address:	677 WASHINGTON BLVD., 6TH FLOOR		
City:	STAMFORD		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	SWISS BANKING CORPORATION: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87940734	E	
Serial Number:	87833326	RADMF	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
	<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, KRISTIN.AZCONA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	650 TOWN CENTER DRIVE, 20TH FLOOR		
Address Line 4:	COSTA MESA, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	029217-0359		
NAME OF SUBMITTER:	KRISTIN J AZCONA		
SIGNATURE:	/kja/		
DATE SIGNED:	08/28/2018		
Total Attachments: 4			
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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 22, 2018 is made by Enlighten IT Consulting, LLC, a Maryland corporation, located at 991 Corporate Boulevard, Suite 350, Linthicum Heights, MD, 21090 (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"), Alion Science and Technology Corporation, a Delaware corporation (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 and the Guarantee and Collateral Agreement dated as of August 19, 2015 (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement"), the Grantor has executed and delivered the Assumption Agreement, dated as of August 22, 2018, in favor of the Administrative Agent (the "Assumption Agreement");

WHEREAS, pursuant to the Assumption 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 Assumption Agreement and 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.

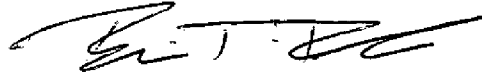
SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions 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.

ENLIGHTEN IT CONSULTING, LLC

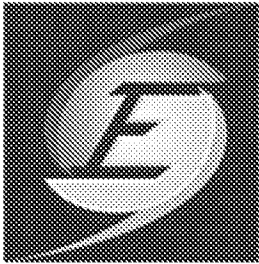


By: Name: BRIAN T. FISHER
Title: Secretary

[Trademark Security Agreement]

Schedule A

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

TM/AN/RN/Disclaimer	Status/Key Dates	Owner Information
<u>E and Design</u>  U.S. SN: 87940734	Int'l Class: 42 First Use: December 9, 2009 Filed: May 30, 2018	Enlighten It Consulting, Inc. (MARYLAND CORP.)
<u>RADME</u> U.S. SN: 87833326	Int'l Class: 42 First Use: November 18, 2015 Filed: March 14, 2018	Enlighten It Consulting, Inc. (MARYLAND CORP.)