

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM537069

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Release (Reel 5054 / Frame 0926)		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bank of America, N.A.		08/16/2019	Bank: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	DynCorp International LLC		
<b>Street Address:</b>	1700 Old Meadow Road		
<b>City:</b>	McLean		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	22102		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>Name:</b>	Phoenix Consulting Group, LLC		
<b>Street Address:</b>	1700 Old Meadow Road		
<b>City:</b>	McLean		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	22102		
<b>Entity Type:</b>	Limited Liability Company: ALABAMA		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4143394	DI MOBILE	
<b>Registration Number:</b>	4325298	DYNCORP INTERNATIONAL	
<b>Registration Number:</b>	4325297	DYNCORP INTERNATIONAL	
<b>Serial Number:</b>	85294304	THE RESPONSIBILITIES ARE GREAT	
<b>Serial Number:</b>	85854616	WE SERVE TODAY FOR A BETTER TOMORROW	
<b>Serial Number:</b>	85548667	PHOENIX TRAINING CENTER	
<b>Serial Number:</b>	85548645	PHOENIX CONSULTING GROUP, LLC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8009144240		
<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>			
<b>Phone:</b>	800-713-0755		
<b>Email:</b>	james.murray@wolterskluwer.com		

OP \$190.00 4143394

**Correspondent Name:** CT Corporation  
**Address Line 1:** 4400 Easton Commons Way  
**Address Line 2:** Suite 125  
**Address Line 4:** Columbus, OHIO 43219

**NAME OF SUBMITTER:** Doris Ka

**SIGNATURE:** /Doris Ka/

**DATE SIGNED:** 08/19/2019

**Total Attachments: 6**

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**RELEASE OF SECURITY INTEREST IN TRADEMARKS**

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of August 16, 2019 (the “Effective Date”), is made by Bank of America, N.A., in its capacity as Collateral Agent (the “Agent”), in favor of the grantor parties identified on the signature page hereto (the “Grantors”).

WHEREAS, pursuant to that certain Security Agreement, dated as of July 7, 2010, by and among the Agent, the Grantors and certain other parties thereto (as amended and restated by that certain Amended and Restated Security Agreement, dated as of June 15, 2016, as supplemented by that certain Supplement No. 1 to the Amended and Restated Security Agreement, dated as of August 26, 2016, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) the Grantors granted to the Agent, in its capacity as Collateral Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantors executed and delivered a Trademark Security Agreement, dated as of June 19, 2013 (the “Trademark Security Agreement”), for recordal with the United States Patent and Trademark Office; and

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on June 24, 2013, at Reel/Frame 5054/0926.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.

2. Release. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its lien on and security interest in and to all right, title and interest of the Grantors in, to and under the Trademarks, including the trademark registrations and applications set forth in Schedule I attached hereto, arising under the Security Agreement and the Trademark Security Agreement. If and to the extent that the Agent or any Secured Party has acquired any right, title or interest in and to the Trademarks under the Security Agreement or the Trademark Security Agreement, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantors, as applicable.

3. Termination. The Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.

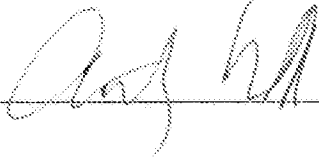
4. Further Assurances. The Agent agrees to take all further actions, and provide to the Grantors and their successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantors, at the Grantors’ sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

5. Governing Law. This Release shall be governed exclusively under the laws of the State of New York, without regard to conflicts of law or choice of law principles.

6. Counterparts. This Release may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Release by signing and delivering to the other party hereto one or more counterparts. Delivery by facsimile or other electronic communication of an executed counterpart (including portable document format (PDF)) of a signature page to this Release shall be effective as delivery of an original executed counterpart of this Release.

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

**BANK OF AMERICA, N.A., acting in its  
capacity as Collateral Agent for the Secured  
Parties**

By: \_\_\_\_\_

Name:

**Anthony W. Kell**

Title:

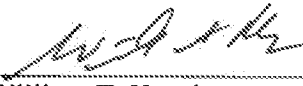
**Vice President**

Acknowledged and Agreed:

GRANTORS:

DYNCORP INTERNATIONAL LLC  
PHOENIX CONSULTING GROUP, LLC

By: \_\_\_\_\_



Name: William T. Kansky

Title: Senior Vice President and Chief Financial  
Officer

[Signature Page to Release of Security Interest in Trademarks]

**TRADEMARK**  
**REEL: 006723 FRAME: 0038**

**Schedule I**

**Trademark Registrations:**

<b>Owner</b>	<b>Registration Number</b>	<b>Trademark</b>
DynCorp International LLC	4,143,394	DI MOBILE
DynCorp International LLC	4,325,298	DynCorp International & Design
DynCorp International LLC	4,325,297	DynCorp International

**Trademark Applications:**

<b>Owner</b>	<b>Application Number</b>	<b>Trademark</b>
DynCorp International LLC	85/294,304	The Responsibilities are Great
DynCorp International LLC	85/854,616	We Serve Today For A Better Tomorrow
Phoenix Consulting Group, LLC	85/548,667	PHOENIX TRAINING CENTER & DESIGN
Phoenix Consulting Group, LLC	85/548,645	PHOENIX CONSULTING GROUP, LLC & DESIGN