

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM537077

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WILMINGTON TRUST, NATIONAL ASSOCIATION		08/16/2019	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	DYNCORP INTERNATIONAL LLC
Street Address:	1700 OLD MEADOW ROAD
City:	MCLEAN
State/Country:	VIRGINIA
Postal Code:	22102
Entity Type:	Limited Liability Company: DELAWARE
Name:	PHOENIX CONSULTING GROUP, LLC
Street Address:	1700 OLD MEADOW ROAD
City:	MCLEAN
State/Country:	VIRGINIA
Postal Code:	22102
Entity Type:	Limited Liability Company: ALABAMA
Name:	CASALS & ASSOCIATES, INC.
Street Address:	1700 OLD MEADOW ROAD
City:	MCLEAN
State/Country:	VIRGINIA
Postal Code:	22102
Entity Type:	Corporation: VIRGINIA

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	3707854	RESPONDANET
Registration Number:	4143394	DI MOBILE
Registration Number:	4325297	DYNCORP INTERNATIONAL
Registration Number:	4325298	DYNCORP INTERNATIONAL
Registration Number:	4409453	PHOENIX TRAINING CENTER
Registration Number:	4356339	PHOENIX CONSULTING GROUP, LLC
Registration Number:	4410660	WE SERVE TODAY FOR A BETTER TOMORROW TRADEMARK

Property Type	Number	Word Mark
Serial Number:	75864274	
Serial Number:	85279437	WE SERVE TODAY FOR A SAFE TOMORROW
Serial Number:	85294304	THE RESPONSIBILITIES ARE GREAT
Serial Number:	85295989	SERVING TODAY FOR A BETTER TOMORROW
Serial Number:	77664297	WE SERVE TODAY FOR A SAFE TOMORROW

CORRESPONDENCE DATA

Fax Number: 2028874288

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.

Phone: 2149692741

Email: blove@akingump.com

Correspondent Name: AKIN GUMP STRAUSS HAUER & FELD LLP

Address Line 1: 2001 K Street N.W.

Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER:	689370/0007
NAME OF SUBMITTER:	Brenda Love
SIGNATURE:	/Brenda Love/
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 WILMINGTON TRUST, NATIONAL ASSOCIATION, in its capacity as Collateral Agent (the “Agent”) under the Indenture (as defined below), in favor of DYNCORP INTERNATIONAL LLC, PHOENIX CONSULTING GROUP, LLC and CASALS & ASSOCIATES, INC. (each, a “Grantor” and, collectively, the “Grantors”).

WHEREAS, pursuant to that certain Second Lien Security Agreement, dated as of June 15, 2016, by and among the Agent, the Grantors and certain other parties thereto (as amended by that certain Supplement No. 1, dated as of August 26, 2016, and as 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 15, 2016 (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 17, 2016, at Reel/Frame 5816/0219; and

WHEREAS, as of the date hereof, the Grantors have requested that the Agent, pursuant to Section 11.08 of that certain Indenture, dated as of June 15, 2016, by and among the Grantors, the Agent and the other parties named therein, Section 6.12 of the Security Agreement and Section 4 of the Trademark Security Agreement, evidence the release of its rights, title or interest in or to any and all of the Trademarks.

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 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 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.

7. Filing Authorization. The Agent hereby authorizes any Grantor, any secured party of any Grantor, or any of their respective authorized representatives, to record this Release with the United States Patent and Trademark Office.

8. Concerning the Collateral Agent. Wilmington Trust, National Association is executing this Release solely in its capacity as Collateral Agent under the Indenture and the Security Agreement, and in acting hereunder shall be entitled to all of the rights, privileges, immunities and indemnities granted to the Collateral Agent in the Indenture and the Security Agreement as if such rights, privileges, immunities and indemnities were set forth herein.

[Signature page follows]

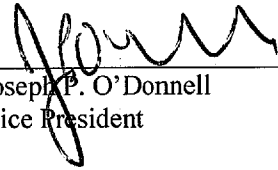
IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date.

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

By: _____

Name: Joseph P. O'Donnell

Title: Vice President



[Signature Page to Trademark Release - 2L]

**TRADEMARK
REEL: 006723 FRAME: 0101**

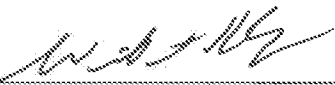
Acknowledged and Agreed:

GRANTORS:

**DYNCORP INTERNATIONAL LLC
PHOENIX CONSULTING GROUP, LLC**

By: 
Name: William T. Kansky
Title: Senior Vice President & Chief Financial
Officer

CASALS & ASSOCIATES, INC.

By: 
Name: William T. Kansky
Title: Vice President, Chief Financial Officer
and Treasurer

SCHEDULE I

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Casals & Associates, Inc.	3,707,854	Service mark "RESPONDANET"
DynCorp International LLC	4,143,394	United States Trademark "DI MOBILE"
DynCorp International LLC	4,325,297	United States Service mark "DynCorp International"
DynCorp International LLC	4,325,298	United States Service mark "DynCorp International & Design"
Phoenix Consulting Group, LLC	4,409,453	United States Service mark "PHOENIX TRAINING CENTER & DESIGN"
Phoenix Consulting Group, LLC	4,356,339	United States Service mark "PHOENIX CONSULTING GROUP, LLC & DESIGN"
DynCorp International LLC	4,410,660	United States Trademark "We Serve Today For A Better Tomorrow"

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
Phoenix Consulting Group, LLC	75/864,274	Filed on December 6, 1999 was abandoned on September 10, 2001 because the mark was only used in conjunction with the word "phoenix" and therefore it deemed unnecessary to protect the design alone
DynCorp International LLC	85/279,437	"We serve today for a safe tomorrow"
DynCorp International LLC	85/294,304	"The Responsibilities are Great"
DynCorp International LLC	85/295989	"Serving today for a better tomorrow"
DynCorp International LLC	77/664,297	"We Serve Today For A Better Tomorrow"