

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM838771

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		06/12/2023	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Aquilent, Inc.
Street Address:	1100 West Street
City:	Laurel
State/Country:	MARYLAND
Postal Code:	20707
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	4623547	AQUILENT
Registration Number:	3448031	AQUILENT
Registration Number:	3434454	AQUILENT
Registration Number:	4532792	OLYMPUS POWERED BY AQUILENT
Registration Number:	4532793	
Registration Number:	3965260	INNOVATING TOMORROW'S GOVERNMENT_
Registration Number:	3687968	EPIC
Registration Number:	3434455	

CORRESPONDENCE DATA

Fax Number: 2129096836

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: 212-909-6000

Email: trademarks@debevoise.com

Correspondent Name: Tigist Kassahun, Esq.

Address Line 1: 66 Hudson Boulevard

Address Line 2: Debevoise & Plimpton LLP

Address Line 4: New York, NEW YORK 10001

CH \$215.00 4623547

NAME OF SUBMITTER:	Tigist Kassahun
SIGNATURE:	/Tigist Kassahun/
DATE SIGNED:	09/12/2023
Total Attachments: 5 source=Term Release_Trademarks_aquilent_executed#page1.tif source=Term Release_Trademarks_aquilent_executed#page2.tif source=Term Release_Trademarks_aquilent_executed#page3.tif source=Term Release_Trademarks_aquilent_executed#page4.tif source=Term Release_Trademarks_aquilent_executed#page5.tif	

**TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARKS**

TERMINATION AND RELEASE, dated as of June 12, 2023, from BANK OF AMERICA, N.A., as Collateral Agent (in such capacity, the "Agent") for the banks and other financial institutions or entities (the "Lenders") from time to time party to the Credit Agreement, dated as of July 31, 2012 (as amended by the First Amendment to Credit Agreement, dated as of August 16, 2013, as further amended by the Second Amendment to Credit Agreement, dated as of May 7, 2014, as further amended by the Third Amendment to Credit Agreement, dated as of July 13, 2016, as further amended by the Fourth Amendment to Credit Agreement, dated as of February 6, 2017, as further amended by the Fifth Amendment to Credit Agreement, dated as of March 7, 2018, as further amended by the Sixth Amendment to Credit Agreement, dated as of July 23, 2018, as further amended by the Seventh Amendment to Credit Agreement, dated as of November 26, 2019, as further amended by the Eighth Amendment to Credit Agreement, dated as of June 24, 2021, as further amended by the Ninth Amendment to Credit Agreement, dated as of September 7, 2022, and as further amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time, the "Credit Agreement"), among BOOZ ALLEN HAMILTON INC., a Delaware Corporation (the "Borrower"), the Agent and the Lenders party thereto from time to time, to Aquilent, Inc., a Delaware corporation (the "Grantor").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make the Loans to the Borrower subject to the terms and conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantor executed and delivered a Guarantee and Collateral Agreement, dated as of July 31, 2012, in favor of the Agent (as it may be amended and restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"); and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor granted to the Agent, for the benefit of the Secured Parties, a security interest in all of its Intellectual Property, including the Trademark Collateral (as defined below) (the "Security Interest"); and

WHEREAS, the Grantor duly authorized the execution, delivery and performance of the Grant of Security Interest in Trademarks dated April 14, 2017 (the "Trademark Security Agreement");

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on April 14, 2017, at Reel 6033, Frame 0910; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Guarantee and Collateral Agreement and the Trademark Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Termination and Release, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement or the Guarantee and Collateral Agreement, as the case may be.

SECTION 2. Trademark Collateral: The term "Trademark Collateral," as used herein, shall mean all of the Grantor's right, title and interest in and to the Trademarks of the Grantor, whether now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (including, without limitation, those items listed on Schedule I hereto).

SECTION 3. Release of Security Interest: The Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.

SECTION 4. Further Assurances. The Agent agrees, at the Borrower's expense, to cooperate with the Grantor and to provide the Grantor with the information and additional authorization reasonably required or desirable to effect the release of the Agent's security interest in the Trademark Collateral, including by duly executing, acknowledging, procuring and delivering any further releases and documents (including without limitation Uniform Commercial Code termination statements) and doing such other acts as may be necessary or reasonably desirable to effect the release of the security interest contemplated hereby.

SECTION 5. GOVERNING LAW. THIS RELEASE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS TO THE EXTENT THAT THE SAME ARE NOT

MANDATORILY APPLICABLE BY STATUTE AND THE APPLICATION OF THE
LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.

* * *

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

BANK OF AMERICA, N.A.
as Agent



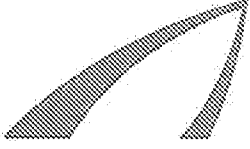
By: Jessica Hunnicutt
Name: Jessica Hunnicutt
Title: Officer

[Signature Page to Termination and Release of Security Interest in Trademarks]

TRADEMARK
REEL: 008195 FRAME: 0580

SCHEDULE I

Trademark Registrations

Country	Trademark	Reg. Date	Reg. No.	Owner
United States	AQUILENT	October 21, 2014	4,623,547	Aquilent, Inc.
United States	AQUILENT	June 17, 2008	3,448,031	Aquilent, Inc.
United States	 AQUILENT	May 27, 2008	3,434,454	Aquilent, Inc.
United States	OLYMPUS Powered by Aquilent	May 20, 2014	4,532,792	Aquilent, Inc.
United States		May 20, 2014	4,532,793	Aquilent, Inc.
United States	Innovating tomorrow's government_	May 24, 2011	3,965,260	Aquilent, Inc.
United States	EPIC	September 29, 2009	3,687,968	Aquilent, Inc.
United States		May 27, 2008	3,434,455	Aquilent, Inc.