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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM838775

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks
SEQUENCE:	2

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:	Booz Allen Hamilton Inc.	
Street Address:	8283 Greensboro Drive	
City:	McLean	
State/Country:	VIRGINIA	
Postal Code:	22102	
Entity Type:	Corporation: DELAWARE	

PROPERTY NUMBERS Total: 19

FROPERTY NOWIDERS Total. 19				
Property Type	Number	Word Mark		
Registration Number:	3773541	ARCHSIM		
Registration Number:	0888837	BOOZ ALLEN HAMILTON		
Registration Number:	3820454	BOOZ ALLEN		
Registration Number:	1634966	BOOZ ALLEN HAMILTON		
Registration Number:	2653981	BOOZ ALLEN HAMILTON		
Registration Number:	3661631	BRACPLUS		
Registration Number:	2808105	DELIVERING RESULTS THAT ENDURE		
Registration Number:	4118990	EARNED READINESS		
Registration Number:	3684459	ENABLING SMARTER DECISIONS TO APPLY THE		
Registration Number:	3726731	FRESNEL		
Registration Number:	4122026	MEGACOMMUNITIES		
Registration Number:	4122027	MEGACOMMUNITY		
Registration Number:	3825978	MISSION DNA		
Registration Number:	3107452	MISSION ENGINEERING		
Registration Number:	3137291	MISSION ENGINEERING		
Registration Number:	3098804	TARGET		
Registration Number:	3684458	VEOP		
Registration Number:	3735293	VISUAL EMERGENCY OPERATIONS PLAN		
		TRADEMARK ——		

TRADEMARK

REEL: 008195 FRAME: 0588

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Property Type	Number	Word Mark
Registration Number:	3684460	VISUAL EOP

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

NAME OF SUBMITTER:	Tigist Kassahun
SIGNATURE:	/Tigist Kassahun/
DATE SIGNED:	09/12/2023

Total Attachments: 6

source=Term Release_Trademarks_Booz_executed#page1.tif source=Term Release_Trademarks_Booz_executed#page2.tif source=Term Release_Trademarks_Booz_executed#page3.tif source=Term Release_Trademarks_Booz_executed#page4.tif source=Term Release_Trademarks_Booz_executed#page5.tif source=Term Release_Trademarks_Booz_executed#page6.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 "Grantor"), the Agent and the Lenders party thereto from time to time, to the Grantor.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make the Loans to the Grantor 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 July 31, 2012 (the "<u>Trademark Security Agreement</u>");

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on July 31, 2012, at Reel 4832, Frame 0767; 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. <u>Definitions</u>. 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. <u>Trademark Collateral</u>: 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 <u>Schedule I</u> hereto).

SECTION 3. <u>Release of Security Interest</u>: 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. <u>Further Assurances</u>. The Agent agrees, at the Grantor'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. <u>GOVERNING LAW</u>. 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.

* * *

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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

Name: Jessica Hunnicut

Title: ORRIGIA

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

SCHEDULE I

<u>Trademark Registrations</u>

Country	Trademark	Serial No.	Reg. No.	Owner
		Filing Date	Reg. Date	
United	ARCHISM	78/624,844	3773541	Booz Allen
States		06-May-2005	06-Apr-2010	Hamilton Inc.
United	BOOZ ALLEN	77/757,301	3820454	Booz Allen
States		11-Jun-2009	20-Jul-2010	Hamilton Inc.
United	BOOZ ALLEN	72/311,547	888837	Booz Allen
States	HAMILTON	07-Nov-1968	31-Mar-1970	Hamilton Inc.
United	BOOZ ALLEN	74/054,287	1634966	Booz Allen
States	HAMILTON	30-Apr-1990	12-Feb-1991	Hamilton Inc.
United	BOOZ ALLEN	76/314,788	2653981	Booz Allen
States	HAMILTON AND	18-Sep-2001	26-Nov-2002	Hamilton Inc.
	DESIGN			
United	BRACPLUS	77/378,216	3661631	Booz Allen
States		23-Jan-2008	28-Jul-2009	Hamilton Inc.
United	DELIVERING	76/471,010	2808105	Booz Allen
States	RESULTS THAT	20-Nov-2002	27-Jan-2004	Hamilton Inc.
	ENDURE			
United	EARNED READINESS	77/907,555	4118990	Booz Allen
States		08-Jan-2010	27-Mar-2012	Hamilton Inc.
United	ENABLING SMARTER	78/535,315	3684459	Booz Allen
States	DECISIONS TO APPLY	20-Dec-2004	15-Sep-2009	Hamilton Inc.
	THE RIGHT SOURCES			
	TO THE RIGHT		· Address	
***************************************	LOCATION AT THE			
	RIGHT TIME			
United	FRESNEL	78/818,696	3726731	Booz Allen
States		20-Feb-2006	15-Dec-2009	Hamilton Inc.
United	MEGACOMMUNITIES	77/159,486	4122026	Booz Allen
States		18-Apr-2007	03-Apr-2012	Hamilton Inc.
United	MEGACOMMUNITY	77/159,488	4122027	Booz Allen
States		18-Apr-2007	03-Apr-2012	Hamilton Inc.
United	MISSION DNA	77/667,265	3825978	Booz Allen
States		10-Feb-2009	27-Jul-2010	Hamilton Inc.
United	MISSION	78/148,501	3107452	Booz Allen
States	ENGINEERING	29-Jul-2002	20-Jun-2006	Hamilton Inc.
United	MISSION	78/975,774	3137291	Booz Allen
States	ENGINEERING	29-Jul-2002	29-Aug-2006	Hamilton Inc.
United	TARGET	78/257,199	3098804	Booz Allen
States		02-Jun-2003	30-May-2006	Hamilton Inc.
United	VEOP	78/535,314	3684458	Booz Allen

Country	Trademark	Serial No.	Reg. No.	Owner
		Filing Date	Reg. Date	
States		20-Dec-2004	15-Sep-2009	Hamilton Inc.
United	VISUAL EMERGENCY	78/535,313	3735293	Booz Allen
States	OPERATIONS PLAN	20-Dec-2004	05-Jan-2010	Hamilton Inc.
United	VISUAL EOP	78/535,517	3684460	Booz Allen
States		20-Dec-2004	15-Sep-2005	Hamilton Inc.

1008785404v8 TRADEMARK RECORDED: 09/12/2023 REEL: 008195 FRAME: 0595