

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Booz Allen Hamilton Inc.		07/31/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Credit Suisse, Cayman Islands Branch
Street Address:	11 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	11010
Entity Type:	Bank:

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2921509	ARM-IR
Registration Number:	0888837	BOOZ ALLEN HAMILTON
Registration Number:	1634966	BOOZ ALLEN HAMILTON
Registration Number:	2653981	BOOZ ALLEN HAMILTON
Registration Number:	2808105	DELIVERING RESULTS THAT ENDURE
Registration Number:	3107452	MISSION ENGINEERING
Registration Number:	3137291	MISSION ENGINEERING
Registration Number:	2759564	SERVER2CEO
Registration Number:	2759560	SERVER2CIO
Registration Number:	3098804	TARGET

CORRESPONDENCE DATA

Fax Number: (866)826-5420
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 3016380511

OP \$265.00 2921509

Email: ipresearchplus@comcast.net
Correspondent Name: IP Research Plus, Inc.
Address Line 1: 21 Tadcaster Circle
Address Line 2: Attn: Penelope J.A. Agodoa
Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	33528
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	08/01/2008

Total Attachments: 6
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GRANT OF SECURITY INTEREST IN TRADEMARKS

GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Agreement"), dated as of July 31, 2008, made by BOOZ ALLEN HAMILTON INC., a Delaware corporation having a principal place of business at 8283 Greensboro Drive, McLean, Virginia 22012 (the "Grantor"), in favor of Credit Suisse, Cayman Islands Branch, as collateral agent (the "Collateral Agent") for the several banks and other financial institutions (the "Lenders") which are parties to the Credit Agreement, dated as of July 31, 2008 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Explorer Investor Corporation ("Holdings"), a Delaware corporation, Explorer Merger Sub Corporation, a Delaware corporation (the "Initial Borrower"), Grantor (as Surviving Borrower), the Lenders, Credit Suisse, Cayman Islands Branch, as Collateral Agent and Administrative Agent, Bank of America, N.A., as Syndication Agent, Lehman Brothers Commercial Bank, C.I.T. Leasing Corporation and Sumitomo Mitsui Banking Corporation, as Documentation Agents, Credit Suisse, as Issuing Lender and Banc of America Securities LLC, Credit Suisse Securities (USA) LLC, Lehman Brothers Inc., and Sumitomo Mitsui Banking Corporation as Joint Lead Arrangers and Joint Bookrunners.

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Grantor upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantor, Holdings and the Initial Borrower have executed and delivered a Guarantee and Collateral Agreement, dated as of July 31, 2008, in favor of the Collateral Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement"); and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor granted to the Collateral Agent, for the ratable benefit of the Secured Parties a security interest in all of its 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 under the Credit Agreement, the Grantor agrees, for the ratable benefit of the Collateral Agent and the other 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 Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants, and pursuant to the Guarantee and Collateral Agreement it granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a single security interest in all of such Grantor's right, title and interest in and to the Trademarks of such Grantor now owned or at any time hereafter acquired by such Grantor or in which such 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), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations, except that no security interest is or will be granted pursuant hereto in any Trademarks to the extent that such grant of a security interest is prohibited by, or constitutes a breach or default under or results in the termination of or requires any consent not obtained under, any contract, license, agreement, instrument, (including any permitted liens, leases and licenses) or other document evidencing or giving rise to such Trademarks in each case with any third party, joint venture or non wholly-owned Subsidiary, except to the extent that the term in such contract, license, agreement, instrument or other document or similar agreement providing for such prohibition, breach, default or termination or requiring such consent is ineffective under applicable law.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Guarantee and Collateral Agreement. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders 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 Lenders with respect to the security interest in the Trademarks are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (including by telecopy or electronic (i.e., "pdf") transmission), each of which will be deemed an original, but all of which together constitute one and the same original.

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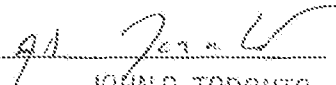
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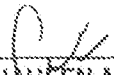
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

BOOZ ALLEN HAMILTON INC.

By: 
Name: Ralph Shrader
Title: Chairman and Chief Executive Officer

CREDIT SUISSE, CAYMAN ISLANDS BRANCH,
as Collateral Agent

By: 
Name: JOHN D. TORONTO
Title: DIRECTOR

By: 
Name: SHAHEEN MALIK
Title: ASSOCIATE

SCHEDULE I

Trademark Registrations

Country	Trademark	Serial No. Filing Date	Reg. No. Reg. Date	Owner
United States	ARM-IR	78/185,608 15-Nov-2002	2921509 25-Jan-2005	Booz Allen Hamilton Inc.
United States	BOOZ ALLEN HAMILTON	72/311,547 07-Nov-1968	888837 31-Mar-1970	Booz Allen Hamilton Inc.
United States	BOOZ ALLEN HAMILTON	74/054,287 30-Apr-1990	1634966 12-Feb-1991	Booz Allen Hamilton Inc.
United States	BOOZ ALLEN HAMILTON AND DESIGN	76/314,788 18-Sep-2001	2653981 26-Nov-2002	Booz Allen Hamilton Inc.
United States	DELIVERING RESULTS THAT ENDURE	76/471,010 20-Nov-2002	2808105 27-Jan-2004	Booz Allen Hamilton Inc.
United States	MISSION ENGINEERING	78/148,501 29-Jul-2002	3107452 20-Jun-2006	Booz Allen Hamilton Inc.
United States	MISSION ENGINEERING	78/975,774 29-Jul-2002	3137291 29-Aug-2006	Booz Allen Hamilton Inc.
United States	SERVER2CEO	76/200,819 26-Jan-2001	2759564 02-Sep-2003	Booz Allen Hamilton Inc.
United States	SERVER2CIO	76/200,354 26-Jan-2001	2759560 02-Sep-2003	Booz Allen Hamilton Inc.
United States	TARGET	78/257,199 02-Jun-2003	3098804 30-May-2006	Booz Allen Hamilton Inc.