
THAT WOULD RESULT IN THE APPLICATION OF A DIFFERENT GOVERNING LAW (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND EFFECT OF PERFECTION OR PRIORITY OF THE SECURITY INTERESTS).

SECTION 5. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

Exhibit C-3 - 3

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

[GRANTORS]

By: _____

Name:

Title:

Exhibit C-3 - 4

Accepted and Agreed:

Bank of America, N.A.,
as Administrative Agent

By: _____

Name:

Title:

Exhibit C-3 - 5

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
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Exhibit C-3 - 6

FORM OF ASSUMPTION AGREEMENT

This ASSUMPTION AGREEMENT, dated as of [] (this “Assumption”), is made by [NAME OF ADDITIONAL GRANTOR], [JURISDICTION OF ORGANIZATION AND ENTITY TYPE] (the “Additional Grantor”), in favor of BANK OF AMERICA, N.A., as Administrative Agent (in such capacity and together with its successors and assigns in such capacity, the “Agent”), for the benefit of (i) the banks and other financial institutions and entities party to the Credit Agreement (as defined below) and (ii) the other Secured Parties (as defined in the Guarantee and Collateral Agreement (as defined below)). All capitalized terms not defined herein shall have the meaning ascribed to them in the Guarantee and Collateral Agreement.

WHEREAS, Engility Holdings, Inc., Engility Corporation (the “Borrower”), the Lenders party thereto and Bank of America, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer, have entered into a Credit Agreement dated as of July 17, 2012 (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, in connection with the Credit Agreement, the Borrower and certain of its affiliates (other than the Additional Grantor) have entered into the Guarantee and Collateral Agreement dated as of July 17, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”) in favor of the Agent, for the benefit of the Secured Parties;

WHEREAS, the Credit Agreement requires the Additional Grantor to become a party to the Guarantee and Collateral Agreement; and

WHEREAS, the Additional Grantor has agreed to execute and deliver this Assumption Agreement in order to become a party to the Guarantee and Collateral Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed:

1. Guarantee and Collateral Agreement. By executing and delivering this Assumption Agreement, the Additional Grantor, as provided in Section 9.14 of the Guarantee and Collateral Agreement, hereby becomes a party to the Guarantee and Collateral Agreement as a Guarantor and Grantor thereunder with the same force and effect as if originally named therein as a Guarantor and Grantor and, without limiting the generality of the foregoing, hereby expressly assumes all obligations and liabilities of a Guarantor and Grantor thereunder. The information set forth in Annex I-A hereto is hereby added to the information set forth in Schedules ²⁶ to the Guarantee and Collateral Agreement. The Additional Grantor hereby represents and warrants that each of the representations and warranties contained in Section 4 of the Guarantee and Collateral Agreement is true and correct on and as the date hereof (after giving effect to this Assumption Agreement) as if made on and as of such date.

²⁶ Refer to each Schedule which needs to be supplemented.

2. GOVERNING LAW. THIS ASSUMPTION AGREEMENT AND ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS ASSUMPTION AGREEMENT (WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE) SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW RULES THAT WOULD RESULT IN THE APPLICATION OF A DIFFERENT GOVERNING LAW (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND EFFECT OF PERFECTION OR PRIORITY OF THE SECURITY INTERESTS).

3. Successors and Assigns. This Assumption Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that the Additional Grantor may not assign, transfer or delegate any of its rights or obligations under this Assumption Agreement without the prior written consent of the Agent and any such assignment, transfer or delegation without such consent shall be null and void.

IN WITNESS WHEREOF, the undersigned has caused this Assumption Agreement to be duly executed and delivered as of the date first above written.

ADDITIONAL GRANTOR:

[NAME]

By: _____

Name:

Title:

Accepted and Agreed:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: _____

Name:

Title:

Annex I - 3

Schedule []

Schedule []

Schedule []

Annex I - 4

EXHIBIT G

**FORM OF
SIMPSON, THACHER & BARTLETT LLP OPINION**

See attached.

July 17, 2012

Bank of America, N.A., as Administrative Agent (the "Administrative Agent"),
Swing Line Lender, and L/C Issuer under the
Credit Agreement, as hereinafter defined

and

The Lenders listed on Schedule I hereto

Re: Credit Agreement dated as of July 17, 2012 (the "Credit Agreement") among Engility Holdings, Inc., a Delaware corporation ("Holdings"), Engility Corporation, a Delaware corporation (the "Borrower"), the lending institutions identified in the Credit Agreement (the "Lenders") and Bank of America, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer

Ladies and Gentlemen:

We have acted as counsel to the Borrower, Holdings (the "Guarantor") and the subsidiary of the Borrower named on Schedule II attached hereto (the "Subsidiary Guarantor"; the Borrower, the Guarantor and the Subsidiary Guarantor being referred to herein collectively as the "Credit Parties") in connection with the preparation, execution and delivery of the following documents:

- (i) the Credit Agreement;
- (ii) the Notes delivered to the Lenders on the date hereof;
- (iii) the Guarantee and Collateral Agreement;