

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM373377

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>SEQUENCE:</b>	1		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Scitor Corporation		01/31/2016	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Scitor Holdings, Inc.		
<b>Street Address:</b>	11951 Freedom Drive		
<b>Internal Address:</b>	Suite 1400		
<b>City:</b>	Reston		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	20190		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1719190	SCITOR	
<b>Registration Number:</b>	4260956	I SCITOR CORPORATION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2029425999		
	<i>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.</i>		
<b>Phone:</b>	212.715.1041		
<b>Email:</b>	deidrie.alex.stone@aporter.com, elisabeth.richards@aporter.com, roberta.horton@aporter.com		
<b>Correspondent Name:</b>	Deidrie Stone		
<b>Address Line 1:</b>	399 Park Avenue		
<b>Address Line 2:</b>	IP DOCKETING		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	0027530.0004		
<b>NAME OF SUBMITTER:</b>	Deidrie Alex Stone		
<b>SIGNATURE:</b>	/Deidrie Alex Stone/		
<b>DATE SIGNED:</b>	02/16/2016		
<b>Total Attachments: 6</b>			

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## ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (the “Agreement”) effective as of 12:01 am on January 31, 2016 (the “Effective Date”) is entered into by and between Scitor Corporation, a Delaware corporation (“Assignor”), and Scitor Holdings, Inc., a Delaware corporation (“Assignee”).

WHEREAS, Assignor had adopted a Plan of Liquidation and Dissolution effective as of January 30, 2016 and in connection therewith Assignor intends to assign all of its right, title and interest in its assets to Assignee as provided in this Agreement;

NOW, THEREFORE, in consideration of the above and intending to be legally bound, the parties hereto agree as follows:

1. Assignment. Assignor hereby assigns, transfers, conveys and delivers to Assignee all of its right, title, and interest of every kind and description in the assets, properties, contracts, rights and interests, whether tangible or intangible, of every kind and description, whether or not located at Assignor’s facilities or premises, owned or held by Assignor or utilized in or relating to Assignor’s business or operations, including, but not limited to, the assets, properties, contracts, rights and interests set forth below (the “Assigned Assets”):

- (a) all of Assignor’s customer contracts and customer proposals;
- (b) all of Assignor’s other contracts and agreements, including but not limited to, licenses, real estate leases and vendor agreements;
- (c) the trademarks and domain names set forth on Schedule 1(c); and
- (d) all of the assets, properties, contracts, rights and interests of Kinsey Technical Services, Inc. (“KTSI”) assigned and transferred to Assignor under that certain Assignment and Assumption Agreement between Assignor and KTSI effective as of 12:01 am on January 30, 2016.

2. Excluded Assets. The Assigned Assets shall specifically exclude any bank accounts, and all right, title and interest therein, owned or held by the Assignor, including without limitation, the bank accounts set forth on Schedule 2. Such bank accounts shall be kept open until such time as all Government Contracts (as defined in Section 4(a)) are assigned and novated to Assignee (or its assignee) and shall be promptly closed thereafter. Any funds received in such bank accounts prior to closure shall be promptly assigned, transferred, conveyed and delivered to Assignee (or its assignee). In addition, all of Assignor’s ownership interests in S-TEK, LLC, a Delaware limited liability company and subsidiary of Assignor (“S-TEK”), shall be excluded from the Assigned Assets. S-TEK is an inactive company with no business, operations, assets or liabilities.

S-TEK filed a certificate of cancellation with the Secretary of State of the State of Delaware in August 2015.

3. Assumption of Obligations. Assignee hereby expressly accepts the assignment, transfer, conveyance and delivery of the Assigned Assets and hereby assumes and agrees to pay when due, observe, perform and discharge all obligations and liabilities of Assignor under and with respect to the Assigned Assets.

4. Consents; Agency; Further Assurances.

(a) Without limiting any other obligations of Assignor or Assignee, each of Assignor and Assignee will use its commercially reasonable efforts to facilitate and implement the transfer, assignment and assumption of the Assigned Assets, including without limitation, to the extent required, submitting a request to each appropriate U.S. governmental authority to novate any prime contract between Assignor and a U.S. government customer ("Government Contract") to Assignee (or its assignee).

(b) Following the Effective Date and pending novation or assignment of any Government Contract, Assignee (or its assignee) shall serve as Assignor's exclusive agent for the purpose of administering and performing such contracts. As the exclusive agent of Assignor, Assignee (or its assignee) is authorized to and shall take on behalf of the Assignor all such reasonable actions or inactions as are necessary to ensure that each Government Contract included within the Assigned Assets is administered and performed on and after the Effective Date in accordance with all of the contract requirements and applicable laws related thereto.

(c) Each of Assignor and Assignee will at and after the Effective Date execute and deliver or, as the case may be, cause to be executed and delivered, deeds, consents and other instruments of transfer or assumption as Assignor or Assignee may reasonably request as necessary or desirable in order to vest in Assignee all right, title and interest of Assignor in and to the Assigned Assets and the obligation to discharge the assumed liabilities and otherwise carry out the purpose and intent of this Agreement.

5. Governing Law. This Agreement and the legal relationship between the parties hereto shall be governed and construed under the laws of the State of Delaware, without regard to its principles of conflict of laws.

6. Entire Agreement. This Agreement is the entire agreement between the parties as to the subject matter set forth herein and shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

7. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

*(Signatures on the following page)*

IN WITNESS WHEREOF, the parties have caused this Assignment and Assumption Agreement to be duly executed as of the date first written above.

SCITOR CORPORATION

By: \_\_\_\_\_



Timothy E. Dills  
President

SCITOR HOLDINGS, INC.

By: \_\_\_\_\_

John R. Hartley  
EVP and Chief Financial Officer

*Signature Page to Assignment and Assumption Agreement  
between Scitor Corporation and Scitor Holdings, Inc.*

IN WITNESS WHEREOF, the parties have caused this Assignment and Assumption Agreement to be duly executed as of the date first written above.

SCITOR CORPORATION

By: \_\_\_\_\_  
Timothy E. Dills  
President

SCITOR HOLDINGS, INC.

By: \_\_\_\_\_  
John R. Hartley  
EVP and Chief Financial Officer

*Signature Page to Assignment and Assumption Agreement  
between Scitor Corporation and Scitor Holdings, Inc.*

**Schedules to  
Assignment and Assumption Agreement**

**Schedule 1(c) – Trademarks and Domain Names**

Trademarks

Location	Trademark	Registration #	Registration Date
U.S.	Scitor	1719190	September 22, 1992
U.S.	I Scitor Corporation (Design)	4260956	December 18, 2012
U.K.	Scitor	UK0002298310B	January 17, 2003

Domain Names

scitor.co	scitor-spt.com	ISS-developers.com
scitor.us	scitor-support.com	ISS-Enterprise.com
scitor.me	jfccspace.org	ISS-sitesupport.com
scitor.com res7.net	get-my-email.com	scitor.org
ktsi.net kinseytech.com	scitorcorporation.org	scitor-projects.com scitor.net
scigsa.com	scitorcorporation.com	scitorcorp.com
scitor-corp.com	scitorcorporation.net	

**Schedule 2 – Excluded Bank Accounts**

Acct Num#	Name	Bank Name
700267786	OPERATING (Scitor)	SunTrust Bank
700267816	PRIMARY DEPOSITORY (Scitor AR)	SunTrust Bank
1000096163281	SCITOR CORPORATION NEW DISBURSEMENT (Scitor AP)	SunTrust Bank
700267794	PAYROLL (Scitor)	SunTrust Bank
1000004890215	FLEXIBLE SPENDING REIMBURSEMENT (Scitor)	SunTrust Bank
1000142476067	HEALTH SAVINGS REIMBURSEMENT (Scitor)	SunTrust Bank
1000051268646	ACCOUNTS PAYABLE IN TRUST FOR THE US GOVERNMENT (Scitor)	SunTrust Bank
1000004889993	SPECIAL PAYROLL ACCOUNT (Scitor)	SunTrust Bank