

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM373387

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<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		02/01/2016	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CITIBANK, N.A.		
<b>Street Address:</b>	580 CROSSPOINT PKWY		
<b>Internal Address:</b>	CRMS DOCUMENTATION UNIT		
<b>City:</b>	GETZVILLE		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	14068		
<b>Entity Type:</b>	Association: UNITED STATES		
<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		
<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>	27530.0004		
<b>NAME OF SUBMITTER:</b>	Deidrie Alex Stone		
<b>SIGNATURE:</b>	/Deidrie Alex Stone/		
<b>DATE SIGNED:</b>	02/16/2016		
<b>Total Attachments: 4</b>			

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RELEASE OF TRADEMARK SECURITY INTERESTS dated as of February 1, 2016 (this "**Release**"), by CITIBANK, N.A., as collateral agent (the "**Collateral Agent**"). Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement or the Guarantee and Collateral Agreement, as applicable, referred to below, unless otherwise specified herein.

A. Reference is made to (a) the Guarantee and Collateral Agreement dated as of May 4, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Guarantee and Collateral Agreement**"), among Science Applications International Corporation, a Delaware corporation (the "**Borrower**"), the Guarantors from time to time party thereto and the Collateral Agent, (b) the Second Amended and Restated Credit Agreement dated as of May 4, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among the Borrower, the Lenders from time to time party thereto and Citibank, N.A. as Administrative Agent and Collateral Agent and (c) the Trademark Security Agreement dated as of May 4, 2015, between Scitor Corporation, a Delaware corporation (the "**Grantor**") and the Collateral Agent (the "**Trademark Security Agreement**" and, together with the documents set forth in clauses (a) and (b), the "**Security Agreements**"). The rules of construction specified in Section 1.04 of the Credit Agreement also apply to this Release.

B. Pursuant to the Security Agreements, the Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all right, title and interest of the Grantor in its Trademark Collateral (as defined in the Trademark Security Agreement), including the Trademarks of the Grantor set forth on Schedule I hereto, which security interests were recorded with the United States Patent & Trademark Office on May 4, 2015 at Reel/Frame 5509/0171.

C. The Borrower has informed the Collateral Agent that, (i) pursuant to (x) the Assignment and Assumption Agreement dated as of January 31, 2016 by and between Scitor Corporation (the "**Assignor**") and Scitor Holdings, Inc. (the "**Assignee**") and (y) the Trademark Assignment dated as of January 31, 2016 by and between the Assignor and the Assignee, all such right title and interest of the Assignor in its Trademark Collateral has been assigned to the Assignee and (ii) the Borrower, or its designee, has filed, with the United States Patent and Trademark Office, a Trademark Security Agreement dated as of January 31, 2016, among the Assignee and the Collateral Agent, pursuant to which the Assignee granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all right, title and interest of the Assignee in such Trademark Collateral. Accordingly, the Borrower requests the release of all right, title and interest of the Collateral Agent and the Secured Parties in such Trademark Collateral of the Grantor granted under the Security Agreements.

Accordingly, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in reliance on the representations

made on behalf of the Borrower in the Officer's Certificate dated February 1, 2016, the Collateral Agent does hereby release, relinquish and discharge any and all security interests it has against the Trademark Collateral of the Grantor. The Collateral Agent agrees to make filings with the United States Patent and Trademark Office and other necessary filings, in each case reasonably requested by the Borrower and at the expense of the Borrower, to evidence the release and termination of the Collateral Agent's security interests in the Trademark Collateral.

THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK AND SHALL BE BINDING UPON THE COLLATERAL AGENT'S REPRESENTATIVES, SUCCESSORS, ASSIGNS AND TRANSFEREES.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed as of the day and year first above written.

CITIBANK, N.A., as Collateral Agent,

By



Name: Matthew Butke

Title: Vice President

[Signature Page to Trademark Release (Scitor)]

[[3572578]]

**TRADEMARK**  
**REEL: 005732 FRAME: 0522**

Schedule I

Trademarks

<u>Location</u>	<u>Mark</u>	<u>Serial/ Reg. No.</u>	<u>Reg. Date</u>	<u>Exp. Date</u>	<u>Status/Lien/ Ownership/ Other Issues</u>
U.S.	Scitor	1719190	April 21, 2012	April 21, 2022	Registered
U.S.	I Scitor Corporation (Design)	4260956	December 18, 2012	December 18, 2022	Registered
U.K.	Scitor	2298310B	March 5, 2012	April 18, 2022	Registered