

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM373392

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	3		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Science Applications International Corporation		02/01/2016	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	CITIBANK, N.A.		
Street Address:	580 CROSSPOINT PKWY		
Internal Address:	CRMS DOCUMENTATION UNIT		
City:	GETZVILLE		
State/Country:	NEW YORK		
Postal Code:	14068		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1719190	SCITOR	
Registration Number:	4260956	I SCITOR CORPORATION	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	212.715.1041		
Email:	Deidrie.Alex.Stone@aporter.com		
Correspondent Name:	Deidrie Stone		
Address Line 1:	399 Park Avenue		
Address Line 2:	IP DOCKETING		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	27530.0004		
NAME OF SUBMITTER:	Deidrie Alex Stone		
SIGNATURE:	/Deidrie Alex Stone/		
DATE SIGNED:	02/16/2016		
Total Attachments: 5			

CH \$65.00 1719190

source=5 - SAIC Trademark Security Agreement 1 Feb 2016 [executed]#page1.tif
source=5 - SAIC Trademark Security Agreement 1 Feb 2016 [executed]#page2.tif
source=5 - SAIC Trademark Security Agreement 1 Feb 2016 [executed]#page3.tif
source=5 - SAIC Trademark Security Agreement 1 Feb 2016 [executed]#page4.tif
source=5 - SAIC Trademark Security Agreement 1 Feb 2016 [executed]#page5.tif

TRADEMARK SECURITY AGREEMENT dated as of February 1, 2016 (this “*Agreement*”), between SCIENCE APPLICATIONS INTERNATIONAL CORPORATION, a Delaware corporation (the “*Grantor*”), and CITIBANK, N.A. (“*Citibank*”), as collateral agent (in such capacity, the “*Collateral Agent*”).

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 and (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, as Administrative Agent and as Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor will derive substantial benefits from the extension of credit pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Credit Agreement or the Guarantee and Collateral Agreement, as applicable. The rules of construction specified in Section 1.04 of the Credit Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor hereby assigns and pledges to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all of its right, title and interest in, to and under any and all of the following assets and properties 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 (collectively, the “*Trademark Collateral*”):

- (i) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I attached hereto (the “*Trademarks*”);

- (ii) all goodwill associated with or symbolized by the Trademarks; and
- (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill;

but excluding any intent-to-use trademark application prior to the filing of, and acceptance of, a "Statement of Use" or "Amendment to Allege Use" with the United States Patent and Trademark Office with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law.

SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Guarantee and Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 4. Termination. Upon the termination of the Guarantee and Collateral Agreement, in accordance with its terms, following a written request therefor, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor (at the Grantor's sole expense) an instrument in writing in recordable form releasing the grant and security interest in the Trademark Collateral under this Agreement and take any other actions reasonably requested, including, but not limited to, filing and recording (or authorizing the Grantor to file and record) the release and/or termination of the grant and its security interest granted thereunder or under the Guarantee and Collateral Agreement in the Trademark Collateral with the United States Patent and Trademark Office.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract.

SECTION 6. Applicable Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement
as of the day and year first above written.

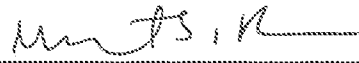
SCIENCE APPLICATIONS
INTERNATIONAL CORPORATION,
as grantor

By: 
John R. Hartley
Executive Vice President
and Chief Financial Officer

Signature Page to Trademark Security Agreement (SAIC)

CITIBANK, N.A., as Collateral Agent,

by



Name: Matthew S. Burke

Title: Vice President

[Signature Page To Trademark Security Agreement (SAIC)]

[[3579455]]

TRADEMARK
REEL: 005732 FRAME: 0549

SCHEDULE I

Trademarks

Trademark	Country	Status	Application No. / Date		Registration No. / Date	
SCITOR	U.S.	Registered	74- 232,588	Dec. 20, 1991	1,719,190	Sept. 22, 1992
I SCITOR CORPORATIO N (Design)	U.S.	Registered	85- 607,816	Apr. 25, 2012	4,260,956	Dec. 18, 2012
SCITOR	U.K.	Registered		Apr. 18, 2002	UK000229 8310B	Jan. 17, 2003

[[3579455]]