

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM374224

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CITIBANK, N.A.		02/23/2016	Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	SCITOR HOLDINGS, INC.		
Street Address:	11951 FREEDOM DRIVE		
Internal Address:	SUITE 1400		
City:	RESTON		
State/Country:	VIRGINIA		
Postal Code:	20190		
Entity Type:	CORPORATION: DELAWARE		
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:	202.942.5000		
Email:	Deidrie.Alex.Stone@aporter.com, elisabeth.richards@aporter.com		
Correspondent Name:	Deidrie Alex Stone		
Address Line 1:	399 Park Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	27530.006		
NAME OF SUBMITTER:	Deidrie Alex Stone		
SIGNATURE:	/Deidrie Alex Stone/		
DATE SIGNED:	02/23/2016		
Total Attachments: 4			
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AMENDED AND RESTATED RELEASE OF TRADEMARK SECURITY INTERESTS dated as of February 23, 2016 (this "*Amended and Restated 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 Release of Trademark Security Interests dated as of February 1, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "*Effective Release*"), by the Collateral Agent, (b) 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, (c) 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 (d) the Trademark Security Agreement dated as of January 31, 2016, between Scitor Holdings, Inc., a Delaware corporation (the "*Grantor*") and the Collateral Agent (the "*Trademark Security Agreement*" and, together with the documents set forth in clauses (b) and (c), 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 February 16, 2016 at Reel/Frame 5732/0511.

C. The Borrower has informed the Collateral Agent that, (i) pursuant to (x) the Assignment and Assumption Agreement dated as of February 1, 2016 by and between Scitor Holdings, Inc. (the "*Assignor*") and Science Applications International Corporation (the "*Assignee*") and (y) the Trademark Assignment dated as of February 1, 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 February 1, 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 Amended and Restated Release shall, except as otherwise expressly set forth herein, supersede the Effective Release.

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.

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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: Justin Tichauer
Title: Director

[Signature Page to Amended and Restated Trademark Release (Scitor Holdings)]

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TRADEMARK
REEL: 005737 FRAME: 0595

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 CORPORATION (Design)	U.S.	Registered	85- 607,816	Apr. 25, 2012	4,260,956	Dec. 18, 2012
SCITOR	U.K.	Registered		Apr. 18, 2002	UK0002298 310B	Jan. 17, 2003