

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM396269

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Leidos, Inc.		08/16/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CITIBANK, N.A.		
Street Address:	1615 Brett Road		
Internal Address:	Building #3		
City:	New Castle		
State/Country:	DELAWARE		
Postal Code:	19720		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 34			
Property Type	Number	Word Mark	
Registration Number:	2470560	ABACUS	
Registration Number:	1723482	ACAL	
Registration Number:	3942960	AEROPLANNER.COM	
Registration Number:	2832602	ALIAS	
Registration Number:	4902210	AMPLIFY	
Registration Number:	4135721	DESIGNS	
Registration Number:	4139324	DIRECTS	
Registration Number:	4704206	DIGITALEEDGE	
Registration Number:	3320030	ENGINEERINGEDGE	
Registration Number:	3047831	EXPLORANIUM	
Registration Number:	2800822	GEOROVER	
Registration Number:	4993647	GRGLOBE	
Registration Number:	3390169	HAZOUT	
Registration Number:	4937101	LEIDOS	
Registration Number:	2088086	MAGAID	
Registration Number:	2880768		
Registration Number:	4183732		
Registration Number:	4941728		

CH \$865.00 2470560

Property Type	Number	Word Mark
Registration Number:	2913530	T
Registration Number:	1914628	RADSTAR
Registration Number:	2314474	RAILVIEW
Registration Number:	2488921	RTR-4
Registration Number:	4365616	SCALE2INSIGHT
Registration Number:	4115561	SIMINSIGHT
Registration Number:	2442328	SMARTSITE
Registration Number:	2835049	TERATEXT
Registration Number:	2793754	VACIS
Registration Number:	3909909	VACIS
Registration Number:	2281035	VIGILANTE
Registration Number:	2473690	XPATCH
Serial Number:	85828691	LEIDOS
Serial Number:	85844931	
Serial Number:	85844939	
Serial Number:	87038514	UNITED TO SUPPORT YOUR NEXT BREAKTHROUGH

CORRESPONDENCE DATA

Fax Number: 2127352000

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.

Phone: 212-735-2811

Email: mribando@skadden.com

Correspondent Name: Skadden, Arps, Slate, Meagher & Flom

Address Line 1: Four Times Square

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER: 498860/17

NAME OF SUBMITTER: Oren Epstein

SIGNATURE: /OE/

DATE SIGNED: 08/24/2016

Total Attachments: 6

- source=Leidos GCA - Trademark Security SPCA#page1.tif
- source=Leidos GCA - Trademark Security SPCA#page2.tif
- source=Leidos GCA - Trademark Security SPCA#page3.tif
- source=Leidos GCA - Trademark Security SPCA#page4.tif
- source=Leidos GCA - Trademark Security SPCA#page5.tif
- source=Leidos GCA - Trademark Security SPCA#page6.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of August 16, 2016 (this "Agreement"), is entered into by and between Leidos, Inc., a Delaware corporation (the "Grantor"), and CITIBANK, N.A. ("Citibank"), as collateral agent for the Secured Parties (as defined in the Credit Agreement (as defined below)) (in such capacity, the "Secured Parties Collateral Agent").

Reference is made to (a) the Guarantee and Collateral Agreement, dated as of August 16, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), among Leidos Holdings, Inc., a Delaware corporation ("Holdings"), the Grantor, the Guarantors from time to time party thereto, the Secured Parties Collateral Agent, and Citibank, as collateral agent for the Non-Notes Secured Parties (as defined in the Guarantee and Collateral Agreement) and (b) Credit Agreement dated as of August 16, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Holdings, the Grantor, 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 Grantor 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, *mutatis mutandis*.

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, pledges and grants to the Secured Parties 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 or service mark application prior to the filing and acceptance 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 Secured Parties Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Secured Parties Collateral Agent pursuant to the Guarantee and Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Parties 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. 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 5. 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.

LEIDOS, INC., as Grantor

by

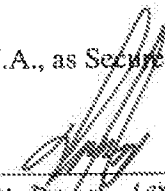


.....
Name: Marc H. Crown

Title: Senior Vice President and Treasurer

CITIBANK, N.A., as Secured Parties Collateral Agent

by



Name: Robert Leinard
Title: Vice President

[Signature Page to Leidos Facility Trademark Security Agreement (Secured Parties Collateral Agent)]

TRADEMARK
REEL: 005863 FRAME: 0154

SCHEDULE I

Trademarks

<u>Owner</u>	<u>Mark</u>	<u>Serial/ Reg. No.</u>	<u>Reg. Date</u>	<u>Status</u>
Leidos, Inc.	ABACUS	2470560	7/17/2001	Registered
Leidos, Inc.	ACAL	1723482	10/13/1992	Registered
Leidos, Inc.	AEROPLANNER.COM	3942960	4/12/2011	Registered
Leidos, Inc.	ALIAS	2832602	4/13/2004	Registered
Leidos, Inc.	AMPLIFY	4902210	2/16/2016	Registered
Leidos, Inc.	DESIGNS & (Rook) Design	4135721	5/1/2012	Registered
Leidos, Inc.	DESIGNS & (Crown) Design	4139324	5/8/2012	Registered
Leidos, Inc.	DIGITALEEDGE	4704206	3/17/2015	Registered
Leidos, Inc.	ENGINEERINGEDGE	3320030	10/23/2007	Registered
Leidos, Inc.	EXPLORANIUM	3047831	1/24/2006	Registered
Leidos, Inc.	GEOROVER	2800822	12/30/2003	Registered
Leidos, Inc.	GRGLOBE	4993647	7/5/2016	Registered
Leidos, Inc.	HAZOUT	3390169	2/26/2008	Registered
Leidos, Inc.	LEIDOS	85828691		Pending (Allowed)
Leidos, Inc.	LEIDOS	4937101	4/12/2016	Registered
Leidos, Inc.	MAGAID	2088086	8/12/1997	Registered
Leidos, Inc.	Miscellaneous (Arrow) Design	2880768	9/7/2004	Registered

<u>Owner</u>	<u>Mark</u>	<u>Serial/ Reg. No.</u>	<u>Reg. Date</u>	<u>Status</u>
Leidos, Inc.	Miscellaneous (Circle) Design	4183732	7/31/2012	Registered
Leidos, Inc.	Miscellaneous (Leidos B&W) Design	85844931		Pending (Allowed)
Leidos, Inc.	Miscellaneous (Leidos B&W) Design	4941728	4/19/2016	Registered
Leidos, Inc.	Miscellaneous (Leidos Color) Design	85844939		Pending (Allowed)
Leidos, Inc.	Miscellaneous (T) Design	2913530	12/21/2004	Registered
Leidos, Inc.	RADSTAR	1914628	8/29/1995	Registered
Leidos, Inc.	RAILVIEW	2314474	2/1/2000	Registered
Leidos, Inc.	RTR-4	2488921	9/11/2001	Registered
Leidos, Inc.	SCALE2INSIGHT	4365616	7/9/2013	Registered
Leidos, Inc.	SIMINSIGHT	4115561	3/20/2012	Registered
Leidos, Inc.	SMARTSITE	2442328	4/10/2001	Registered
Leidos, Inc.	TERATEXT	2835049	4/20/2004	Registered
Leidos, Inc.	UNITED TO SUPPORT YOUR NEXT BREAKTHROUGH	87038514		Pending (Awaiting Examination)
Leidos, Inc.	VACIS	2793754	12/16/2003	Registered
Leidos, Inc.	VACIS	3909909	1/25/2011	Registered
Leidos, Inc.	VIGILANTE	2281035	9/28/1999	Registered
Leidos, Inc.	XPATCH	2473690	7/31/2001	Registered