

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM396271

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Varec, Inc.		08/16/2016	Corporation: GEORGIA
Reveal Imaging Technologies, Inc.		08/16/2016	Corporation: DELAWARE
R.W. Beck Group, Inc.		08/16/2016	Corporation: WASHINGTON
Abacus Innovations Technology, Inc.		08/16/2016	Corporation: DELAWARE
OAO Corporation		08/16/2016	Corporation: MARYLAND
QTC Management, Inc.		08/16/2016	Corporation: CALIFORNIA
Systems Made Simple, Inc.		08/16/2016	Corporation: NEW YORK
Lockheed Martin Industrial Defender, Inc.	FORMERLY Industrial Defender, Inc.	08/16/2016	Corporation: DELAWARE
Sytex, Inc.		08/16/2016	Corporation: PENNSYLVANIA

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: 66

Property Type	Number	Word Mark
Registration Number:	2026402	R W BECK
Registration Number:	2926752	REVEAL IMAGING TECHNOLOGIES
Registration Number:	4767516	VAREC
Registration Number:	3073275	FUELSMANAGER
Registration Number:	3077500	TACFUELS
Registration Number:	3656671	VAREC
Registration Number:	0664693	VAREC
Registration Number:	0650079	VAREC

CH \$1665.00 2026402

Property Type	Number	Word Mark
Registration Number:	0637039	VAREC
Registration Number:	2281689	SYSTEMS MADE SIMPLE
Registration Number:	2665270	EBOUND
Registration Number:	4249294	
Registration Number:	4449958	QTC
Registration Number:	2276049	ARGMATCH
Registration Number:	3900911	BIOSOA
Registration Number:	3084312	BIOUNIQUE
Registration Number:	3977362	BOOMERANG RECOVERY SOLUTIONS
Registration Number:	2843105	E-STARS
Registration Number:	3999463	EUREKA STREAMS
Registration Number:	4003630	EUREKA STREAMS
Registration Number:	4292472	EXCITE
Registration Number:	4386824	EXCITE EXPERIENTIAL CYBER IMMERSION TRAI
Registration Number:	4382734	EXCITE
Registration Number:	3682751	FANDOTECH
Registration Number:	4806735	HALOGEN
Registration Number:	4877762	HALOGEN
Registration Number:	3040804	ID BOOK
Registration Number:	3060905	SKYLINE
Registration Number:	4032199	SOLAS FRAMEWORK
Registration Number:	4539719	THE I CAMPAIGN
Registration Number:	4675927	I THE I CAMPAIGN
Registration Number:	3844058	O
Registration Number:	3763221	ONLOGIN
Registration Number:	3844051	ONLOGIN ON-DEMAND LOGISTICS NETWORK
Registration Number:	3844050	ONLOGIN ON-DEMAND LOGISTICS NETWORK
Registration Number:	4752522	SHARK TANK
Registration Number:	3745849	SKYYLOS
Registration Number:	3620298	DEFENSE IN DEPTH
Registration Number:	4930755	INDUSTRIAL DEFENDER ADVANCED SERVICES AP
Registration Number:	4930754	INDUSTRIAL DEFENDER AUTOMATION SYSTEMS M
Registration Number:	4930753	INDUSTRIAL DEFENDER WORK AUTOMATION SUIT
Registration Number:	4930448	INDUSTRIAL DEFENDER NIDS
Registration Number:	4920871	INDUSTRIAL DEFENDER ASM
Registration Number:	2909134	INDUSTRIAL DEFENDER
Registration Number:	941311	TELTONE
Serial Number:	86863294	EXAMTRACK

Property Type	Number	Word Mark
Serial Number:	86863300	QTC
Serial Number:	86863307	QTC
Serial Number:	85475624	BESRA
Serial Number:	86242576	DIGITAL INTUITION
Serial Number:	85725159	EMPLOY360
Serial Number:	85725171	EMPLOY360 AN EFFICIENT, SECURE, AND COMP
Serial Number:	85725164	EMPLOY360 AN EFFICIENT, SECURE AND COMPL
Serial Number:	86760869	QUORUM
Serial Number:	85842663	SKYLINE ENTERPRISE
Serial Number:	85725145	STAFFACQ360
Serial Number:	85725177	STAFFACQ360
Serial Number:	85725154	STAFFSUSTAIN360
Serial Number:	85725182	STAFFSUSTAIN360
Serial Number:	86764321	INDUSTRIAL DEFENDER
Serial Number:	86574791	INDUSTRIAL DEFENDER FLEETVIEW
Serial Number:	86574714	INDUSTRIAL DEFENDER ADVANCED SERVICES AP
Serial Number:	86103957	AUTOMATION SYSTEMS MANAGER
Serial Number:	77890545	SOLAS
Serial Number:	77890547	SOLAS FRAMEWORK
Registration Number:	4099879	ICE STORM

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

NAME OF SUBMITTER:	Oren Epstein
SIGNATURE:	/OE/
DATE SIGNED:	08/24/2016

Total Attachments: 17

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of August 16, 2016 (this “Agreement”), is entered into by and between Varec, Inc. a Georgia corporation, Reveal Imaging Technologies, Inc. a Delaware corporation, R.W. Beck Group, Inc., a Washington corporation, Abacus Innovations Technology, Inc., a Delaware corporation, OAO Corporation, a Maryland corporation, QTC Management, Inc., a California corporation, Systems Made Simple, Inc., a New York corporation, Lockheed Martin Industrial Defender, Inc., a Delaware corporation (formerly Industrial Defender, Inc.), and Sytex, Inc., a Pennsylvania corporation (each, a “Grantor”) and CITIBANK, N.A. (“Citibank”), as collateral agent for the Non-Notes Secured Parties (as defined in the Guarantee and Collateral Agreement (as defined below)) (in such capacity, the “Non-Notes 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”), Leidos, Inc., a Delaware corporation (the “Borrower”), the Grantors and other Guarantors from time to time party thereto, Citibank, as collateral agent for the Secured Parties (as defined in the Credit Agreement (as defined below)) and the Non-Notes Secured Parties Collateral Agent 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 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. Each 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 Guaranteed Obligations, each Grantor hereby assigns, pledges and grants to the Non-Notes Secured Parties Collateral Agent, its successors and assigns, for the benefit of the Non-Notes 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 such Grantor or in which such 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 Non-Notes Secured Parties Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Non-Notes Secured Parties Collateral Agent pursuant to the Guarantee and Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Non-Notes 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.

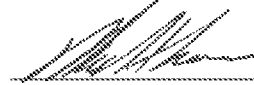
SECTION 5. Applicable Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[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.

R.W. BECK GROUP, INC., as Grantor

by



Name: Marc H. Crown

Title: Treasury Accounts Officer

REVEAL IMAGING TECHNOLOGIES, INC., as Grantor

by

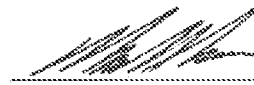


Name: Marc H. Crown

Title: Treasury Accounts Officer

VAREC, INC., as Grantor

by



Name: Marc H. Crown

Title: Treasury Accounts Officer

OAO CORPORATION, as Grantor

by

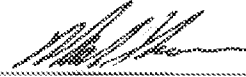


Name: Marc H. Crown

Title: Treasurer

SYSTEMS MADE SIMPLE, INC., as Grantor

by



Name: Marc H. Crown

Title: Treasurer

QTC MANAGEMENT, INC., as Grantor

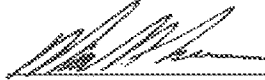
by



Name: Marc H. Crown
Title: Treasurer

SYTEX, INC., as Grantor

by



Name: Marc H. Crown

Title: Treasurer

ABACUS INNOVATIONS TECHNOLOGY,
INC., as Grantor

by



Name: Marc H. Crown

Title: Treasurer

LOCKHEED MARTIN INDUSTRIAL
DEFENDER, INC., as Grantor

by

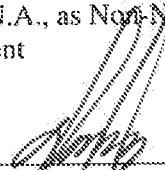


Name: Marc H. Crown

Title: Treasurer

CITIBANK, N.A., as Non-Notes Secured Parties
Collateral Agent

by





Name: *David Leitner*
Title: *Vice President*

SCHEDULE I

Trademarks

Owner	Mark	Serial Number	Registration Date	Status
R.W. Beck Group, Inc.	R W BECK	2026402	12/31/1996	Registered
Reveal Imaging Technologies, Inc.	REVEAL IMAGING TECHNOLOGIES	2926752	2/15/2005	Registered
Varec, Inc.	VAREC	4767516	7/7/2015	Registered
Varec, Inc.	FUELSMANAGER	3073275	3/28/2006	Registered
Varec, Inc.	TACFUELS	3077500	4/4/2006	Registered
Varec, Inc.	VAREC	3656671	7/21/2009	Registered
Varec, Inc.	VAREC	0664693	7/22/1958	Registered
Varec, Inc.	VAREC	0650079	8/13/1957	Registered
Varec, Inc.	VAREC	0637039	11/13/56	Registered

Owner	Mark	Serial Number	Registration Date	Status
Systems Made Simple, Inc.	SYSTEMS MADE SIMPLE	75564742/ 2281689	9/28/1999	Live
Systems Made Simple, Inc.	eBound	76119326/ 2665270	12/24/2002	Live
Systems Made Simple, Inc.		85554894/ 4249294	11/27/2012	Live
QTC Management, Inc.	QTC	85746576/ 4449958	12/17/2013	Live
QTC Management, Inc.	EXAMTRACK	86863294/ N/A	Pending	Live
QTC Management, Inc.		86863300/N/A	Pending	Live
QTC Management, Inc.	QTC	86863307/N/A	Pending	Live
Abacus Innovations Technology, Inc.	ARGMatch® (Stylized)	Reg. No. 2,276,049	Filing to be made by transferee	Live
Abacus Innovations Technology, Inc.	ARQUEST®	0654/Canada/1160229	Filing to be made by transferee	Live
Abacus Innovations Technology, Inc.	ARQUEST & DESIGN	Reg. No. 1177412, TMA713074	Filing to be made by	Live

Inc.			transferee	
Abacus Innovations Technology, Inc.	BESRA	US: 85/475,624; Australia: 1491293; Japan: 5533424; Mexico: 1318425	Filing to be made by transferee	Live
Abacus Innovations Technology, Inc.	BIOSOA®	Reg. No.3900911	Filing to be made by transferee	Live
Abacus Innovations Technology, Inc.	BIOUNIQUE®	Reg. No.3084312	Filing to be made by transferee	Live
Abacus Innovations Technology, Inc.	BOOMERANG RECOVERY SOLUTIONS®	Reg. No.3977362	Filing to be made by transferee	Live
Abacus Innovations Technology, Inc.	DIGITAL INTUITION™	App. No. 86/242,576	Filing to be made by transferee	Live
Abacus Innovations Technology, Inc.	EMPLOY360	App. No. 85/725,159	Filing to be made by transferee	Live
Abacus Innovations Technology, Inc.	Employ360 An efficient, secure and complete HR solutions suite (& Design)	App. No. 85/725,171	Filing to be made by transferee	Live
Abacus Innovations Technology, Inc.	EMPLOY360 AN EFFICIENT, SECURE AND COMPLETE HR SUITE™ (word mark)	App. No. 85/725,164	Filing to be made by transferee	Live
Abacus Innovations Technology, Inc.	E-STARS®	Reg. No. 2843105	Filing to be made by transferee	Live
Abacus Innovations Technology, Inc.	EUREKA STREAMS® (word mark)	Reg. No.3999463	Filing to be made by transferee	Live
Abacus Innovations Technology, Inc.	EUREKA STREAMS® (design)	Reg. No.4003630	Filing to be made by transferee	Live

Inc.				
Abacus Innovations Technology, Inc.	EXCITE®	Reg. No.4292472	Filing to be made by transferee	Live
Abacus Innovations Technology, Inc.	EXCITE Experiential Cyber Immersion Training & Exercises®	Reg. No.4386824	Filing to be made by transferee	Live
Abacus Innovations Technology, Inc.	EXCITE® and design	Reg. No.4382734	Filing to be made by transferee	Live
Abacus Innovations Technology, Inc.	FANDOTECH®	Reg. No. 3682751	9/15/2009	Live
Abacus Innovations Technology, Inc.	HALOGEN® (and design)	Reg. No.4806735	Filing to be made by transferee	Live
Abacus Innovations Technology, Inc.	HALOGEN™ (word mark)	Reg. No. 4877762	Filing to be made by transferee	Live
Abacus Innovations Technology, Inc.	ICE STORM®	Reg. No. 4099879	Filing to be made by transferee	Live
Abacus Innovations Technology, Inc.	ID BOOK®	Reg. No. 3040804	Filing to be made by transferee	Live
Abacus Innovations Technology, Inc.	PEREGRINE	1202/AUS/PENDING 1619341 1202//996632 US/UNFILED	Filing to be made by transferee	Live
Abacus Innovations Technology, Inc.	QUORUM™	86760869	Filing to be made by transferee	Live
Abacus Innovations Technology, Inc.	SkyLine®	3060905	Filing to be made by transferee	Live

Abacus Innovations Technology, Inc.	SkyLine Enterprise™ (and design)	85842663	Filing to be made by transferee	Live
Abacus Innovations Technology, Inc.	SOLAS®	77/890,545 77/890,547	Filing to be made by transferee	Live
Abacus Innovations Technology, Inc.	SOLAS FRAMEWORK®	4,032,199	Filing to be made by transferee	Live
Abacus Innovations Technology, Inc.	STAFFACQ360 SM	85/725,145	Filing to be made by transferee	Live
Abacus Innovations Technology, Inc.	StaffAcq360 SM (& design)	85/725,177	Filing to be made by transferee	Live
Abacus Innovations Technology, Inc.	STAFFSUSTAIN360 SM	85/725,154	Filing to be made by transferee	Live
Abacus Innovations Technology, Inc.	StaffSustain360 SM (& design)	85/725,182	Filing to be made by transferee	Live
Abacus Innovations Technology, Inc.	The I CAMPAIGN® (word mark)	Reg. No. 4539719 Appl. No. 85/880,987	Filing to be made by transferee	Live
Abacus Innovations Technology, Inc.	I THE I CAMPAIGN® (and design)	Reg. No. 4675927 Appl. No. 85/880,321	Filing to be made by transferee	Live
Abacus Innovations Technology, Inc.	OASIS	3844058	Filing to be made by transferee	Live
Abacus Innovations Technology, Inc.	ONLOGIN	3,763,221	Filing to be made by transferee	Live
Abacus Innovations Technology, Inc.	ONLOGIN ON-DEMAND LOGISTICS NETWORK	3,844,051	Filing to be made by transferee	Live

Abacus Innovations Technology, Inc.	ONLOGIN ON-DEMAND LOGISTICS NETWORK (& DESIGN)	3,844,050	Filing to be made by transferee	Live
Abacus Innovations Technology, Inc.	SHARKTANK	4,752,522	Filing to be made by transferee	Live
Abacus Innovations Technology, Inc.	SKYYLOS(& Design)	3,745,849	Filing to be made by transferee	Live
Industrial Defender, Inc. (now known as Lockheed Martin Industrial Defender, Inc.)	DEFENSE IN DEPTH®	Serial No. 77/355,014/ Reg. No. 3620298	5/12/2009	Live
Industrial Defender, Inc. (now known as Lockheed Martin Industrial Defender, Inc.)	INDUSTRIAL DEFENDER™	Serial No. 86764321	Application Filing Date: 9/22/2015	Live
Industrial Defender, Inc. (now known as Lockheed Martin Industrial Defender, Inc.)	INDUSTRIAL DEFENDER ADVANCED SERVICES APPLIANCE™	Serial No. 86574893/ Reg. No. 4930755	4/5/2016	Live
Industrial Defender, Inc.	INDUSTRIAL DEFENDER AUTOMATION SYSTEMS MANAGER™	Serial No. 86574863/ Reg. No. 4930754	4/5/2016	Live
Industrial Defender, Inc. (now known as Lockheed Martin Industrial Defender, Inc.)	INDUSTRIAL DEFENDER WORK AUTOMATION SUITE™	Serial. No. 86574832/ Reg. No. 4930753	4/5/2016	Live
Industrial Defender, Inc. (now known as Lockheed Martin Industrial Defender, Inc.)	INDUSTRIAL DEFENDER FLEETVIEW™	Serial No. 86574791	Application Filing Date: 3/24/2016	Live

Industrial Defender, Inc. (now known as Lockheed Martin Industrial Defender, Inc.)	INDUSTRIAL DEFENDER ADVANCED SERVICES APPLIANCE™	Serial No. 86574714	Application Filing Date: 3/24/2016	Live
Industrial Defender, Inc. (now known as Lockheed Martin Industrial Defender, Inc.)	INDUSTRIAL DEFENDER NIDS™	Serial No. 86530002/ Reg. No. 4930448	4/5/2016	Live
Industrial Defender, Inc.	INDUSTRIAL DEFENDER ASM™	Serial No. 86529984/ Reg. No. 4920871	3/22/2016	Live
Industrial Defender, Inc. (now known as Lockheed Martin Industrial Defender, Inc.)	Industrial Defender	Serial No. 76/520,736/Reg. No. 2,909,134	12/7/2004	Live
Industrial Defender, Inc. (now known as Lockheed Martin Industrial Defender, Inc.)	TELTONE	Serial No. 72/342.548/ Reg. No. 941,311	8/22/1972	Live
Industrial Defender Inc. (now known as Lockheed Martin Industrial Defender, Inc.)	AUTOMATION SYSTEMS MANAGER	Serial No. 86/103,957	Application Filing Date: 4/29/2014	Live