

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM465197

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Leidos Innovations Technology, Inc.		03/01/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Leidos, Inc.		
Street Address:	11951 Freedom Drive		
City:	Reston		
State/Country:	VIRGINIA		
Postal Code:	20190		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87587028	CAREC2 QUANTUM	
CORRESPONDENCE DATA			
Fax Number:	7035252207		
<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:	703-525-4000		
Email:	trademarks@beankinney.com		
Correspondent Name:	Jennifer L. Elgin, Esq. - BKK		
Address Line 1:	2300 Wilson Boulevard, 7th Floor		
Address Line 4:	Arlington, VIRGINIA 22201		
ATTORNEY DOCKET NUMBER:	19103.000/US28		
NAME OF SUBMITTER:	Jennifer L. Elgin - DC Bar Member		
SIGNATURE:	/JLE/		
DATE SIGNED:	03/12/2018		
Total Attachments: 2			
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OP \$40.00 87587028

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the "Assignment") is by and between Leidos Innovations Technology, Inc., a corporation organized under the laws of Delaware ("Assignor"), and Leidos, Inc., a corporation organized under the laws of Delaware ("Assignee"), effective as of March 1, 2018 (the "Effective Date").

WHEREAS, Assignor wishes to assign to Assignee its rights in and to the trademark applications, trademark registrations, and common law trademarks listed below:

CAREC2 QUANTUM, U.S. App. Ser. No. 87587028, filed August 28, 2017

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements herein contained, the parties agree as follows:

1. Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title, and interest in and to the trademark applications, trademark registrations, and common law trademarks listed above, together with the goodwill of the business connected with the use thereof and symbolized thereby, the rights of renewal thereof, all common law rights related thereto, and any rights of Assignor to sue for and recover any profits, penalties, expenses and other damages arising out of or related to any past, present, and/or future infringement, dilutions, or violations thereof (collectively, the "Trademarks").

2. The right, title, and interest in and to each of the Trademarks are to be held and enjoyed by Assignee as of the Effective Date as fully and exclusively as they would have been held and enjoyed by Assignor had this assignment not been made.

3. This Assignment has been executed and delivered for the purpose of recording this Assignment with the United States Patent and Trademark Office or any other applicable office. Assignee shall be responsible for any filings, fees or other expenses required to record, perfect, validate, or effectuate this Assignment.

4. Assignor shall promptly sign, execute, and deliver any documents provided by Assignee and take all further action that may be reasonably required for recording this Assignment in any applicable office.


5. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall, taken together, be considered one and the same agreement.

6. This Assignment shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without reference to any choice-of-law or conflicts of law principles that would result in the application of the laws of a different jurisdiction.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed and delivered as of the Effective Date.

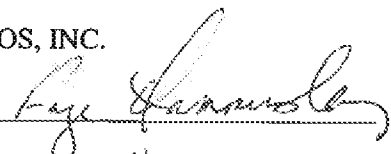
LEIDOS INNOVATIONS TECHNOLOGY, INC.

By: 

Name: Richard Elias

Title: Vice President,
Senior Assistant General Counsel

LEIDOS, INC.

By: 

Name: Faye HAMMERSLEY

Title: Assistant General Counsel