

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM477795

|   |  |                       |                     |
|---|--|-----------------------|---------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                                     |                       |                     |
| <b>NATURE OF CONVEYANCE:</b>  | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |                       |                     |
| <b>CONVEYING PARTY DATA</b>   |  |                       |                     |
| <b>Name</b>   | <b>Formerly</b>                                    | <b>Execution Date</b> | <b>Entity Type</b>  |
| Computer Sciences Corporation   |  | 06/13/2018            | Corporation: NEVADA |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                     |
| <b>Name:</b>  | CSRA Inc.  |                       |                     |
| <b>Street Address:</b>  | 3170 Fairview Park Drive                           |                       |                     |
| <b>City:</b>  | Falls Church                                       |                       |                     |
| <b>State/Country:</b>   | VIRGINIA   |                       |                     |
| <b>Postal Code:</b>   | 22042  |                       |                     |
| <b>Entity Type:</b>   | Corporation: NEVADA                                |                       |                     |
| <b>PROPERTY NUMBERS Total: 1</b>  |  |                       |                     |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |                     |
| <b>Registration Number:</b>   | 2138262  | VIRTUAL SHIP          |                     |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                     |
| <b>Fax Number:</b>  | 2022987570   |                       |                     |
| <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> |  |                       |                     |
| <b>Phone:</b>   | 202-625-3575                                       |                       |                     |
| <b>Email:</b>   | kattendctm@kattenlaw.com                           |                       |                     |
| <b>Correspondent Name:</b>  | Michael Justus-Katten Muchin Rosenman LL           |                       |                     |
| <b>Address Line 1:</b>  | 2900 K Street, N.W.                                |                       |                     |
| <b>Address Line 2:</b>  | North Tower, Suite 200                             |                       |                     |
| <b>Address Line 4:</b>  | Washington, D.C. 20007-5118                        |                       |                     |
| <b>NAME OF SUBMITTER:</b>   | Michael R. Justus                                  |                       |                     |
| <b>SIGNATURE:</b>   | /Michael R. Justus/                                |                       |                     |
| <b>DATE SIGNED:</b>   | 06/13/2018   |                       |                     |
| <b>Total Attachments: 3</b>   |  |                       |                     |
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| source=Computer Sciences Corporation - CSRA Assignment#page2.tif  |  |                       |                     |
| source=Computer Sciences Corporation - CSRA Assignment#page3.tif  |  |                       |                     |

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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (the "Assignment") is entered into by and between Computer Sciences Corporation, a Nevada corporation ("Assignor"), and CSRA Inc., a Nevada corporation ("Assignee") (each, a "Party" and collectively, the "Parties").

WHEREAS, the Parties entered into an *Amended and Restated Intellectual Property Matters Agreement* dated February 10, 2017 (the "IP Transfer Agreement"), by which Assignor assigned all of its right, title and interest in and to certain assets including the trademark listed in Schedule A (the "Assigned Mark") to Assignee;

WHEREAS, the Parties wish to carry out the intent of the IP Transfer Agreement by execution of this Assignment;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Conveyance. Assignor does hereby convey, assign and transfer to Assignee all of Assignor's right, title and interest in and to (i) the Assigned Mark, together with the goodwill symbolized thereby and (ii) all benefits, privileges, causes of action, common law rights, and remedies relating thereto throughout the world, including, without limitation, all of Assignor's rights to: (a) apply for and maintain all registrations, renewals and/or extensions thereof; (b) bring actions and recover damages for past, present and future infringement or other violation thereof; and (c) grant licenses or other interests therein.

2. Recordation. Assignor hereby authorizes and requests the applicable trademark office or other governmental entity or registrar, to record Assignee as the owner of the Assigned Mark, and to issue the Assigned Mark to Assignee, as assignee of Assignor's entire right, title and interest in, to, and under the same. Assignee shall have the right to record this Assignment with all applicable governmental authorities and registrars so as to perfect its ownership of the Assigned Mark, and Assignor shall provide reasonable cooperation and assistance at Assignee's request to complete the recordation of this Assignment.

3. Further Assurances. Assignor shall provide Assignee, its successors, assigns or other legal representatives, reasonable cooperation and assistance at Assignee's request to transfer, effect, register, enforce, or maintain the rights assigned herein.

4. No Modification. Nothing contained in this Assignment is intended to or shall be deemed to modify, alter, amend or otherwise change any of the rights or obligations of the Parties or their respective affiliates under the IP Transfer Agreement.

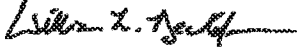
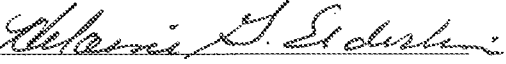
5. Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns.

6. Descriptive Headings. The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Assignment.


7. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, USA, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

8. Counterparts. Both Parties represent that the person executing this Assignment on its behalf has full authority to execute this Assignment and to bind it as a Party. This Assignment may be executed in electronically transmitted counterparts.

IN WITNESS THEREOF, the undersigned have caused this Assignment to be executed and effective as of the date of the last signature below ("Effective Date").

| <u>ASSIGNOR</u>   | <u>ASSIGNEE</u>  |
|---|--|
| Computer Sciences Corporation   | CSRA Inc.  |
| By:  | By:  |
| Name: William Deckelman   | Name: Helaine G. Eldredge  |
| Title: EVP & General Counsel  | Title: ASSISTANT SECRETARY   |

SCHEDULE A TO TRADEMARK ASSIGNMENT AGREEMENT

| Country | Mark  | Registration No. | Registration Date |
|---------|---|------------------|-------------------|
| USA     |  The logo for 'Virtual Ship' features a stylized ship icon on the left, enclosed in a square frame. To the right of the icon, the words 'Virtual Ship' are written in a bold, sans-serif font. | 2138262          | February 24, 1998 |