TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM510824

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Citibank, N.A.		02/20/2019	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Leidos Cyber, Inc.
Street Address:	225 Foxborough Blvd., Suite 201
City:	Foxborough
State/Country:	MASSACHUSETTS
Postal Code:	02035
Entity Type:	Corporation: DELAWARE
Name:	Leidos Innovations Technology, Inc.
Street Address:	700 North Frederick Ave
City:	Gaithersburg
State/Country:	MARYLAND
Postal Code:	20879
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	4930448	INDUSTRIAL DEFENDER NIDS
Registration Number:	4920871	INDUSTRIAL DEFENDER ASM
Registration Number:	2909134	INDUSTRIAL DEFENDER
Registration Number:	941311	TELTONE
Registration Number:	3682751	FANDOTECH
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
Serial Number:	86574791	INDUSTRIAL DEFENDER FLEETVIEW
Serial Number:	86764321	INDUSTRIAL DEFENDER
Serial Number:	86103957	AUTOMATION SYSTEMS MANAGER
Serial Number:	86574714	INDUSTRIAL DEFENDER ADVANCED SERVICES AP

OP $340.00 4930448

CORRESPONDENCE DATA

Fax Number: 8004947512

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: 202-370-4750

Email: ipteam@cogencyglobal.com

Correspondent Name: Melony Sot

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	1049070 TM Leidos Cyber
NAME OF SUBMITTER:	Elizabeth Wagenbach
SIGNATURE:	/Elizabeth Wagenbach/
DATE SIGNED:	02/20/2019

Total Attachments: 6

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RELEASE OF SECURITY INTEREST IN TRADEMARKS dated as of February 20, 2019 (this "Release"), by CITIBANK, N.A. ("Citibank"), as the collateral agent for the Non-Notes Secured Parties (in such capacity, the "Collateral Agent").

A. Reference is made to (i) the Guarantee and Collateral Agreement, dated as of August 16, 2016 (as supplemented by Supplement No. 1, dated August 16, 2016, as further supplemented by Supplement No. 2, dated November 17, 2017, and as further amended, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Leidos Holdings, Inc., a Delaware corporation ("Holdings"), Leidos, Inc., a Delaware corporation (the "Borrower"), the Guarantors from time to time party thereto, and Citibank, as Non-Notes Secured Parties Collateral Agent; (ii) the 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 (iii) the Trademark Security Agreement dated as of August 16, 2016 made by, among others, Leidos Cyber, Inc. (f/k/a Lockheed Martin Industrial Defender, Inc.) (the "Released Grantor") and Leidos Innovations Technology Inc. ("LIT" and, together with the Released Grantor, the "Grantors"), in favor of the Collateral Agent (the "Trademark Collateral Agreement", and together with the Collateral Agreement, the "Security Agreements").

B. Pursuant to the Security Agreements, each of the Grantors granted to the Collateral Agent, for the benefit of the Non-Notes Secured Parties, a security interest in all right, title and interest of such Grantor in, among other things, the Trademark Collateral (as defined in the Trademark Collateral Agreement), including the Trademarks listed on Schedule I hereto (such Trademarks, together with all goodwill associated with or symbolized thereby and all other assets, rights and interests that uniquely reflect or embody such goodwill, collectively, the "Released Trademark Collateral"), and pursuant to the Trademark Collateral Agreement, such security interest was recorded with the United States Patent & Trademark Office (the "USPTO") on August 24, 2016 at Reel/Frame 005863/0187.

C. The Borrower has advised the Collateral Agent that on June 5, 2018, Holdings entered into a Stock and Asset Purchase Agreement (the "Purchase Agreement"), by and among the Holdings, the Released Grantor and Capgemini America, Inc. (the "Purchaser"), pursuant to which Holdings will transfer or cause the transfer of (i) all of the Equity Interests of (x) the Released Grantor, (y) Leidos Cyber Solutions, Inc. and (z) the subsidiaries of the foregoing and (ii) the Transferred Assets (as defined in the Purchase Agreement) to the Purchaser (the "Disposition"). In connection with the Disposition, the Collateral Agent agreed to release any and all liens and security interests it may have in the Released Trademark Collateral pursuant to the Security Agreements.

Accordingly, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent, on behalf of the Non-Notes Secured Parties, does hereby state as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement, the Collateral Agreement or the Trademark Collateral Agreement, as applicable.

SECTION 2. Release. The Collateral Agent, on behalf of itself, the Non-Notes Secured Parties and their permitted successors and assigns, hereby (i) terminates the Trademark Collateral Agreement with respect to the Released Trademark Collateral, (ii) releases, relinquishes and discharges its and their lien and security interest granted under the Security Agreements in the Released Trademark Collateral and (iii) assigns, transfer, and conveys to the applicable Grantor and its successors and assigns any and all right, title, and interest it may have in the Released Trademark Collateral. Any right, title or interest in the Released Trademark Collateral granted under the Security Agreements to the Collateral Agent, on behalf of itself, the Non-Notes Secured Parties and their permitted successors and assigns shall hereby cease and become void. This Release is made without representation or warranty by, or recourse to, the Collateral Agent, or any other Non-Notes Secured Party.

SECTION 3. Further Assurances. The Collateral Agent hereby authorizes each Grantor or such Grantor's designated representative to record this Release with the USPTO. The Collateral Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect and record the release of the security interest contemplated hereby, solely at the cost of Borrower and Holdings.

THIS RELEASE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

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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 written above.

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

By _____

Name: Justin Tichauer
Title: Managing Director

[Signature Page to IP Release (Trademarks)]

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SCHEDULE I

Trademarks

Leidos Cyber, Inc. (f/k/a Lockheed Martin Industrial Defender, Inc.; f/k/a Industrial Defender Inc.)	DEFENSE IN DEPTH®	Serial No. 77/355,014/Reg. No. 3620298	5/12/2009	Live
Leidos Cyber, Inc. (f/k/a Lockheed Martin Industrial Defender, Inc.; f/k/a Industrial Defender Inc.)	INDUSTRIAL DEFENDER™	Serial No. 86764321	Application Filing Date: 9/22/2015	Live
Leidos Cyber, Inc. (f/k/a Lockheed Martin Industrial Defender, Inc.; f/k/a Industrial Defender Inc.)	INDUSTRIAL DEFENDER ADVANCED SERVICS APPLIANCE™	Serial No. 86574893/Reg. No. 4930755	4/5/2016	Live
Leidos Cyber, Inc. (f/k/a Lockheed Martin Industrial Defender, Inc.)	INDUSTRIAL DEFENDER AUTOMATION SYSTEMS MANAGER™	Serial No. 86574863/Reg. No. 4930754	4/5/2016	Live
Leidos Cyber, Inc. (f/k/a Lockheed Martin Industrial Defender, Inc.; f/k/a Industrial Defender Inc.)	INDUSTRIAL DEFENDER WORK AUTOMATION SUITE™	Serial. No. 86574832/Reg. No. 4930753	4/5/2016	Live
Leidos Cyber, Inc. (f/k/a Lockheed Martin Industrial Defender, Inc.; f/k/a Industrial Defender	INDUSTRIAL DEFENDER FLEEETVIEW™	Serial No. 86574791	Application Filing Date: 3/24/2016	Live

Inc.)				
Leidos Cyber, Inc. (f/k/a Lockheed Martin Industrial Defender, Inc.; f/k/a Industrial Defender Inc.)	INDUSTRIAL DEFENDER ADVANCED SERVICS APPLIANCE™	Serial No. 86574714	Application Filing Date: 3/24/2016	Live
Leidos Cyber, Inc. (f/k/a Lockheed Martin Industrial Defender, Inc.; f/k/a Industrial Defender Inc.)	INDUSTRIAL DEFENDER NIDS™	Serial No. 86530002/Reg. No. 4930448	4/5/2016	Live
Leidos Cyber, Inc. (f/k/a Lockheed Martin Industrial Defender, Inc.)	INDUSTRIAL DEFENDER ASM™	Serial No. 86529984/ Reg. No. 4920871	3/22/2016	Live
Leidos Cyber, Inc. (f/k/a Lockheed Martin Industrial Defender, Inc.; f/k/a Industrial Defender Inc.)	Industrial Defender	Serial No.76/520,736/Reg. No. 2,909,134	12/7/2004	Live
Leidos Cyber, Inc. (f/k/a Lockheed Martin Industrial Defender, Inc.; f/k/a Industrial Defender Inc.)	TELTONE	Serial No. 72/342.548/ Reg. No. 941,311	8/22/1972	Live
Leidos Cyber, Inc. (f/k/a Lockheed Martin Industrial Defender, Inc.; f/k/a Industrial Defender Inc.)	AUTOMATION SYSTEMS MANAGER	Serial No. 86/103,957	Application Filing Date: 4/29/2014	Live
Leidos Innovations Technology Inc. (f/k/a Abacus	FANDOTECH®	Reg. No. 3682751	9/15/2009	Live

Innovations Technology Inc.)				

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