

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM536103

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT NO. 2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SCIENCE APPLICATIONS INTERNATIONAL CORPORATION		08/07/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CITIBANK, N.A.		
Street Address:	388 GREENWICH STREET		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	88186179	U-CENTRIC	
Serial Number:	88258149	FSA	
Registration Number:	5269084	REDEFINING INGENUITY	
CORRESPONDENCE DATA			
Fax Number:			
<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:	6508383743		
Email:	jlik@shearman.com		
Correspondent Name:	Puja Dave		
Address Line 1:	599 LEXINGTON AVENUE		
Address Line 2:	INTELLECTUAL PROPERTY DOCKETING		
Address Line 4:	NEW YORK, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	35609/86		
NAME OF SUBMITTER:	PUJA DAVE		
SIGNATURE:	/PUJA DAVE/		
DATE SIGNED:	08/10/2019		
Total Attachments: 5			

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TRADEMARK SECURITY AGREEMENT NO. 2

This TRADEMARK SECURITY AGREEMENT NO. 2 dated as of August 7, 2019 (this “*Agreement*”) between SCIENCE APPLICATIONS INTERNATIONAL CORPORATION, a Delaware corporation (the “*Grantor*”), and CITIBANK, N.A. (“*Citibank*”), as collateral agent (in such capacity, the “*Collateral Agent*”).

Reference is made to (a) the Amended and Restated Guarantee and Collateral Agreement dated as of October 31, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Guarantee and Collateral Agreement*”), among Grantor, the Guarantors from time to time party thereto and the Collateral Agent and (b) the Third Amended and Restated Credit Agreement dated as of October 31, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), among Grantor, the Lenders from time to time party thereto and Citibank, as Administrative Agent and as Collateral Agent.

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in the Additional Trademark Collateral (as defined in Section 2 below) of the Grantor and has agreed to execute this Trademark Security Agreement No. 2 for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees 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.

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 and pledges to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the 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 “*Additional 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;

(ii) all goodwill associated with or symbolized by the Additional Trademark Collateral; and

(iii) all other assets, rights and interests that uniquely reflect or embody such goodwill;

but excluding any intent-to-use trademark application prior to the filing 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 Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Guarantee and Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Additional 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. Termination. Upon the termination of the Guarantee and Collateral Agreement, in accordance with its terms, following a written request therefor, the Collateral Agent shall execute, acknowledge and deliver to the Grantor (at the Grantor's sole expense) an instrument in writing in recordable form releasing the grant and security interest in the Additional Trademark Collateral under this Agreement and take any other actions reasonably requested, including, but not limited to, filing and recording (or authorizing the Grantor to file and record) the release and/or termination of the grant and its security interest granted thereunder or under the Guarantee and Collateral Agreement in the Additional Trademark Collateral with the United States Patent and Trademark Office.

SECTION 5. 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.

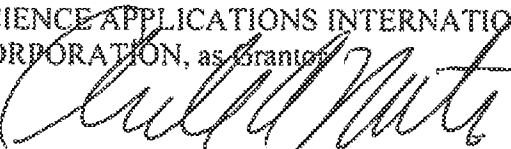
SECTION 6. Applicable Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

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IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

SCIENCE APPLICATIONS INTERNATIONAL
CORPORATION, as Grantor

By

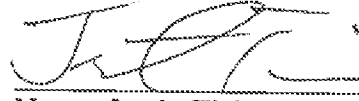


Name: Charles A. Mathis

Title: Chief Financial Officer

CITIBANK, N.A., as Collateral Agent,

by



Name: Justin Tichauer

Title: Managing Director & Vice President

TRADEMARK

REEL: 006717 FRAME: 0241

SCHEDULE I

Trademarks of Each Grantor

Mark	Country	Status	App. No.	App. Date
U-CENTRIC	United States	Pending	88186179	11/8/2018
FSA and Design	United States	Pending	88258149	1/11/2019

Mark	Country	Status	Reg. No.	Reg. Date
REDEFINING INGENUITY	UNITED STATES	REGISTERED	5269084	08/22/2017