

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM558141

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CITIBANK, N.A., AS COLLATERAL AGENT		01/17/2020	Bank: UNITED STATES
RECEIVING PARTY DATA			
Name:	R.W. BECK GROUP, INC.		
Street Address:	11951 FREEDOM DRIVE		
City:	RESTON		
State/Country:	VIRGINIA		
Postal Code:	20190		
Entity Type:	Corporation: WASHINGTON		
Name:	REVEAL IMAGING TECHNOLOGY, INC.		
Street Address:	11951 FREEDOM DRIVE		
City:	RESTON		
State/Country:	VIRGINIA		
Postal Code:	20190		
Entity Type:	Corporation: DELAWARE		
Name:	QTC MANAGEMENT, INC.		
Street Address:	924 OVERLAND COURT		
City:	SAN DIMAS		
State/Country:	CALIFORNIA		
Postal Code:	91773		
Entity Type:	Corporation: CALIFORNIA		
Name:	VAREC, INC.		
Street Address:	11951 FREEDOM DRIVE		
City:	RESTON		
State/Country:	VIRGINIA		
Postal Code:	20190		
Entity Type:	Corporation: GEORGIA		
Name:	SYSTEMS MADE SIMPLE, INC.		
Street Address:	301 PLAINFIELD ROAD		
City:	SYRACUSE		

OP \$1340.00 2026402

State/Country:	NEW YORK
Postal Code:	13212
Entity Type:	Corporation: NEW YORK
Name:	LEIDOS INNOVATIONS TECHNOLOGY, INC. (F/K/A ABACUS INNOVATIONS TECHNOLOGY, INC.) RELATIONSHIP: RECEIVING PARTY
Street Address:	11951 FREEDOM DRIVE
City:	RESTON
State/Country:	VIRGINIA
Postal Code:	20190
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 53

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:	664693	VAREC
Registration Number:	650079	VAREC
Registration Number:	637039	VAREC
Registration Number:	2281689	SYSTEMS MADE SIMPLE
Registration Number:	2665270	EBOUND
Registration Number:	4249294	
Registration Number:	4449958	QTC
Serial Number:	86863294	EXAMTRACK
Serial Number:	86863300	QTC
Serial Number:	86863307	QTC
Registration Number:	2276049	ARGMATCH
Serial Number:	85475624	BESRA
Registration Number:	3900911	BIOSOA
Registration Number:	3084312	BIOUNIQUE
Registration Number:	3977362	BOOMERANG RECOVERY SOLUTIONS
Serial Number:	86242576	DIGITAL INTUITION
Serial Number:	85725159	EMPLOY360
Registration Number:	4292472	EXCITE
Registration Number:	4386824	EXCITE EXPERIENTIAL CYBER IMMERSION TRAI
Registration Number:	4382734	EXCITE
Registration Number:	4806735	HALOGEN

TRADEMARK

REEL: 006841 FRAME: 0263

Property Type	Number	Word Mark
Registration Number:	4877762	HALOGEN
Registration Number:	4099879	ICE STORM
Registration Number:	3040804	ID BOOK
Serial Number:	86760869	QUORUM
Registration Number:	3060905	SKYLINE
Serial Number:	85842663	SKYLINE ENTERPRISE
Serial Number:	77890545	SOLAS
Serial Number:	77890547	SOLAS FRAMEWORK
Registration Number:	4032199	SOLAS FRAMEWORK
Serial Number:	85725145	STAFFACQ360
Serial Number:	85725177	STAFFACQ360
Serial Number:	85725154	STAFFSUSTAIN360
Serial Number:	85725182	STAFFSUSTAIN360
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
Serial Number:	85725171	EMPLOY360 AN EFFICIENT, SECURE, AND COMP
Serial Number:	85725164	EMPLOY360 AN EFFICIENT, SECURE AND COMPL
Registration Number:	2843105	E-STARS
Registration Number:	3999463	EUREKA STREAMS
Registration Number:	4003630	EUREKA STREAMS

CORRESPONDENCE DATA

Fax Number:

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: Jennifer Tindie

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: 1170204 G TLA TLB NNSPCA

NAME OF SUBMITTER: Mackenzie Korf

SIGNATURE:	/Mackenzie Korf/
DATE SIGNED:	01/17/2020
Total Attachments: 8 source=G- Trademark Release (TLA_TLB)(NNSPCA)#page3.tif source=G- Trademark Release (TLA_TLB)(NNSPCA)#page4.tif source=G- Trademark Release (TLA_TLB)(NNSPCA)#page5.tif source=G- Trademark Release (TLA_TLB)(NNSPCA)#page6.tif source=G- Trademark Release (TLA_TLB)(NNSPCA)#page7.tif source=G- Trademark Release (TLA_TLB)(NNSPCA)#page8.tif source=G- Trademark Release (TLA_TLB)(NNSPCA)#page9.tif source=G- Trademark Release (TLA_TLB)(NNSPCA)#page10.tif	

This RELEASE OF SECURITY INTEREST IN TRADEMARKS dated as of January 17, 2020 (this "Release"), is made by CITIBANK, N.A. ("Citibank"), as the collateral agent for the Non-Notes Secured Parties (in such capacity, the "Collateral Agent"), in favor of Grantors (as defined below).

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 and 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 (as successor borrower to Leidos Innovations Corporation (f/k/a Abacus Innovations Corporation)), the Lenders from time to time party thereto and Citibank, as Administrative Agent and as collateral agent; and (iii) the Trademark Security Agreement dated as of August 16, 2016 by and between Varec, Inc., a Georgia corporation, Reveal Imaging Technologies, Inc., a Delaware corporation, R.W. Beck Group, Inc., a Washington corporation, Leidos Innovations Technology, Inc. (f/k/a 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, Leidos Cyber, Inc. (f/k/a Lockheed Martin Industrial Defender, Inc.), a Delaware corporation and Sytex Inc., a Pennsylvania corporation (each a "Grantor" and together 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, the Grantors assigned, pledged and granted to the Collateral Agent, its successors and assigns, for the benefit of the Non-Notes Secured Parties, a security interest in, all right, title and interest of the Grantors in, to and under, among other things, the Trademark Collateral (as defined in the Trademark Collateral Agreement), including the Trademarks set forth in Schedule I hereto (together with all goodwill associated therewith or symbolized thereby and all other assets, rights and interests that uniquely reflect or embody such goodwill), 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 05863/0161.

C. Pursuant to the TLA/TLB Payoff Letter dated as of January 17, 2020, the Collateral Agent has agreed to release all right, title and interest granted to it, for the benefit of the Non-Notes Secured Parties, under the Security Agreements in and to the Trademark Collateral.

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, (ii) releases, relinquishes and fully discharges its and their lien and security interest granted under the Security Agreements in the Trademark Collateral (including the Trademarks set forth in Schedule I hereto) and (iii) assigns, transfers and conveys to the applicable Grantor and its successors and assigns any and all right, title and interest it may have in the Trademark Collateral (including the Trademarks set forth in Schedule I hereto). Any right, title or interest in the Trademark Collateral (including the Trademarks set forth in Schedule I hereto) 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 or any other applicable governmental office or registrar. 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 Collateral Agent

By Richard O. Rivera
Name: Richard Rivera
Title: Vice President

[Signature Page to TLA/TLB IP Release (Trademarks) NNSPCA]

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 TECHNOLOGI ES	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
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	Dead
QTC Management, Inc.	QTC	85746576/ 4449958	12/17/2013	Live
QTC Management, Inc.	EXAMTR	86863294/ N/A	Pending	Live
QTC Management, Inc.		86863300/N/A	Pending	Dead
QTC Management, Inc.	QTC	86863307/N/A	Pending	Dead

Leidos Innovations Technology, Inc. (f/k/a Abacus Innovations Technology, Inc.)	ARGMatch® (Stylized)	Reg. No. 2,276,049	Filing was made by transferee	Live
Leidos Innovations Technology, Inc. (f/k/a Abacus Innovations Technology, Inc.)	ARQUEST®	0654/Canada/1 160229	Filing was made by transferee	Live
Leidos Innovations Technology, Inc. (f/k/a Abacus Innovations Technology, Inc.)	ARQUEST & DESIGN	Reg. No. 1177412, TMA713074	Filing to be made by transferee	Live
Leidos Innovations Technology, Inc. (f/k/a Abacus Innovations Technology, Inc.)	BESRA	US: 85/475,624; Australia: 1491293; Japan: 5533424; Mexico: 1318425	Filing was made by transferee	Live
Leidos Innovations Technology, Inc. (f/k/a Abacus Innovations Technology, Inc.)	BIOSOA®	Reg. No. 3900911	Filing was made by transferee	Dead
Leidos Innovations Technology, Inc. (f/k/a Abacus Innovations Technology, Inc.)	BIOUNIQUE®	Reg. No. 3084312	Filing was made by transferee	Dead
Leidos Innovations Technology, Inc. (f/k/a Abacus Innovations Technology, Inc.)	BOOMERANG RECOVERY SOLUTIONS®	Reg. No. 3977362	Filing was made by transferee	Dead
Leidos Innovations Technology, Inc. (f/k/a Abacus Innovations Technology, Inc.)	DIGITAL INTUITION™	App. No. 86/242,576	Filing was made by transferee	Dead
Leidos Innovations Technology, Inc. (f/k/a Abacus Innovations Technology, Inc.)	EMPLOY360	App. No. 85/725,159	Filing was made by transferee	Dead
Leidos Innovations Technology, Inc. (f/k/a Abacus Innovations Technology, Inc.)	Employ360 An efficient, secure and complete HR solutions suite (& Design)	App. No. 85/725,171	Filing was made by transferee	Dead
Leidos Innovations Technology, Inc. (f/k/a Abacus Innovations Technology, Inc.)	EMPLOY360 AN EFFICIENT, SECURE AND COMPLETE HR SUITE™ (word mark)	App. No. 85/725,164	Filing was made by transferee	Dead
Leidos Innovations Technology, Inc. (f/k/a	E-STARS®	Reg. No. 2843105	Filing was made by transferee	Live

Abacus Innovations Technology, Inc.)				
Leidos Innovations Technology, Inc. (f/k/a Abacus Innovations Technology, Inc.)	EUREKA STREAMS® (word mark)	Reg. No. 3999463	Filing was made by transferee	Dead
Leidos Innovations Technology, Inc. (f/k/a Abacus Innovations Technology, Inc.)	EUREKA STREAMS® (design)	Reg. No. 4003630	Filing was made by transferee	Dead
Leidos Innovations Technology, Inc. (f/k/a Abacus Innovations Technology, Inc.)	EXCITE®	Reg. No. 4292472	Filing was made by transferee	Live
Leidos Innovations Technology, Inc. (f/k/a Abacus Innovations Technology, Inc.)	EXCITE Experiential Cyber Immersion Training & Exercises®	Reg. No. 4386824	Filing was made by transferee	Live
Leidos Innovations Technology, Inc. (f/k/a Abacus Innovations Technology, Inc.)	EXCITE® and design	Reg. No. 4382734	Filing was made by transferee	Live
Leidos Innovations Technology, Inc. (f/k/a Abacus Innovations Technology, Inc.)	HALOGEN® (and design)	Reg. No. 4806735	Filing was made by transferee	Live
Leidos Innovations Technology, Inc. (f/k/a Abacus Innovations Technology, Inc.)	HALOGEN SM (word mark)	Reg. No. 4877762	Filing was made by transferee	Live
Leidos Innovations Technology, Inc. (f/k/a Abacus Innovations Technology, Inc.)	ICE STORM®	Reg. No. 4099879	Filing was made by transferee	Dead
Leidos Innovations Technology, Inc. (f/k/a Abacus Innovations Technology, Inc.)	ID BOOK®	Reg. No. 3040804	Filing was made by transferee	Dead
Leidos Innovations Technology, Inc. (f/k/a Abacus Innovations Technology, Inc.)	PEREGRINE	1202/AUS/ PENDING 1619341 1202//996632 US/UNFILED	Filing was made by transferee	Live
Leidos Innovations Technology, Inc. (f/k/a Abacus Innovations Technology, Inc.)	QUORUM SM	86760869	Filing was made by transferee	Live
Leidos Innovations Technology, Inc. (f/k/a Abacus Innovations Technology, Inc.)	SkyLine®	3060905	Filing was made by transferee	Live
Leidos Innovations Technology, Inc. (f/k/a Abacus Innovations Technology, Inc.)	SkyLine Enterprise™ (and design)	85842663	Filing was made by transferee	Dead

Abacus Innovations Technology, Inc.)				
Leidos Innovations Technology, Inc. (f/k/a Abacus Innovations Technology, Inc.)	SOLAS®	77/890,545 77/890,547	Filing was made by transferee	Live
Leidos Innovations Technology, Inc. (f/k/a Abacus Innovations Technology, Inc.)	SOLAS FRAMEWORK®	4,032,199	Filing was made by transferee	Live
Leidos Innovations Technology, Inc. (f/k/a Abacus Innovations Technology, Inc.)	STAFFACQ360 SM	85/725,145	Filing was made by transferee	Dead
Leidos Innovations Technology, Inc. (f/k/a Abacus Innovations Technology, Inc.)	StaffAcq360 SM (& design)	85/725,177	Filing was made by transferee	Dead
Leidos Innovations Technology, Inc. (f/k/a Abacus Innovations Technology, Inc.)	STAFFSUSTAIN360 SM	85/725,154	Filing was made by transferee	Dead
Leidos Innovations Technology, Inc. (f/k/a Abacus Innovations Technology, Inc.)	StaffSustain360 SM (& design)	85/725,182	Filing was made by transferee	Dead
Leidos Innovations Technology, Inc. (f/k/a Abacus Innovations Technology, Inc.)	The I CAMPAIGN® (word mark)	Reg. No. 4539719 Appl. No. 85/880,987	Filing was made by transferee	Live
Leidos Innovations Technology, Inc. (f/k/a Abacus Innovations Technology, Inc.)	I THE I CAMPAIGN® (and design)	Reg. No. 4675927 Appl. No. 85/880,321	Filing was made by transferee	Live
Leidos Innovations Technology, Inc. (f/k/a Abacus Innovations Technology, Inc.)	OASIS	3844058	Filing was made by transferee	Dead
Leidos Innovations Technology, Inc. (f/k/a Abacus Innovations Technology, Inc.)	ONLOGIN	3,763,221	Filing was made by transferee	Dead
Leidos Innovations Technology, Inc. (f/k/a Abacus Innovations Technology, Inc.)	ONLOGIN ON-DEMAND LOGISTICS NETWORK	3,844,051	Filing was made by transferee	Dead
Leidos Innovations Technology, Inc. (f/k/a Abacus Innovations Technology, Inc.)	ONLOGIN ON-DEMAND LOGISTICS NETWORK (& DESIGN)	3,844,050	Filing was made by transferee	Dead
Leidos Innovations Technology, Inc. (f/k/a Abacus Innovations Technology, Inc.)	SHARKTANK	4,752,522	Filing was made by transferee	Live

Leidos Innovations Technology, Inc. (f/k/a Abacus Innovations Technology, Inc.)	SKYYLOS(& Design)	3,745,849	Filing was made by transferee	Dead
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