

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM558143

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:	LEIDOS, INC.		
Street Address:	11951 FREEDOM DRIVE		
City:	RESTON		
State/Country:	VIRGINIA		
Postal Code:	20190		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 34			
Property Type	Number	Word Mark	
Registration Number:	2470560	ABACUS	
Registration Number:	1723482	ACAL	
Registration Number:	3942960	AEROPLANNER.COM	
Registration Number:	2832602	ALIAS	
Registration Number:	4902210	AMPLIFY	
Registration Number:	4135721	DESIGNS	
Registration Number:	4139324	DIRECTS	
Registration Number:	4704206	DIGITALEGE	
Registration Number:	3320030	ENGINEERINGEDGE	
Registration Number:	3047831	EXPLORANIUM	
Registration Number:	2800822	GEOROVER	
Registration Number:	4993647	GRGLOBE	
Registration Number:	3390169	HAZOUT	
Serial Number:	85828691	LEIDOS	
Registration Number:	4937101	LEIDOS	
Registration Number:	2088086	MAGAID	
Registration Number:	2880768		
Registration Number:	4183732		
Serial Number:	85844931		
TRADEMARK			

OP \$865.00 2470560

Property Type	Number	Word Mark
Registration Number:	4941728	
Serial Number:	85844939	
Registration Number:	2913530	T
Registration Number:	1914628	RADSTAR
Registration Number:	2314474	RAILVIEW
Registration Number:	2488921	RTR-4
Registration Number:	4365616	SCALE2INSIGHT
Registration Number:	4115561	SIMINSIGHT
Registration Number:	2442328	SMARTSITE
Registration Number:	2835049	TERATEXT
Serial Number:	87038514	UNITED TO SUPPORT YOUR NEXT BREAKTHROUGH
Registration Number:	2793754	VACIS
Registration Number:	3909909	VACIS
Registration Number:	2281035	VIGILANTE
Registration Number:	2473690	XPATCH

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 H TLA TLB SPCA
NAME OF SUBMITTER:	Mackenzie Korf
SIGNATURE:	/Mackenzie Korf/
DATE SIGNED:	01/17/2020

Total Attachments: 5
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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 Secured Parties (in such capacity, the "Collateral Agent"), in favor of Grantor (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 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 Leidos, Inc., a Delaware corporation (the "Grantor") 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 Grantor assigned, pledged and granted to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title and interest of the Grantor 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 05862/0890.

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 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 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 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 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 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 Secured Party.

SECTION 3. Further Assurances. The Collateral Agent hereby authorizes the Grantor or the 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 D. Rivera

Name: Richard Rivera

Title: Vice President

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

TRADEMARK
REEL: 006841 FRAME: 0285

SCHEDULE I

Trademarks

Owner	Mark	Serial/ Reg. No.	Reg. Date	Status
Leidos, Inc.	ABACUS	2470560	7/17/2001	Registered
Leidos, Inc.	ACAL	1723482	10/13/1992	Cancelled
Leidos, Inc.	AEROPLANNER.CO M	3942960	4/12/2011	Cancelled
Leidos, Inc.	ALIAS	2832602	4/13/2004	Registered
Leidos, Inc.	AMPLIFY	4902210	2/16/2016	Registered
Leidos, Inc.	DESIGNS & (Rook) Design	4135721	5/1/2012	Cancelled
Leidos, Inc.	DESIGNS & (Crown) Design	4139324	5/8/2012	Registered
Leidos, Inc.	DIGITALEEDGE	4704206	3/17/2015	Registered
Leidos, Inc.	ENGINEERINGEDG E	3320030	10/23/2007	Registered
Leidos, Inc.	EXPLORANIUM	3047831	1/24/2006	Registered
Leidos, Inc.	GEOROVER	2800822	12/30/2003	Registered
Leidos, Inc.	GRGLOBE	4993647	7/5/2016	Registered
Leidos, Inc.	HAZOUT	3390169	2/26/2008	Registered
Leidos, Inc.	LEIDOS	85828691	5/22/2018	Registered
Leidos, Inc.	LEIDOS	4937101	4/12/2016	Registered
Leidos, Inc.	MAGAID	2088086	8/12/1997	Registered

Leidos, Inc.	Miscellaneous (Arrow) Design	2880768	9/7/2004	Registered
Leidos, Inc.	Miscellaneous (Circle) Design	4183732	7/31/2012	Cancelled
Leidos, Inc.	Miscellaneous (Leidos B&W) Design	85844931	5/22/2018	Registered
Leidos, Inc.	Miscellaneous (Leidos B&W) Design	4941728	4/19/2016	Registered
Leidos, Inc.	Miscellaneous (Leidos Color) Design	85844939	6/5/2018	Registered
Leidos, Inc.	Miscellaneous (T) Design	2913530	12/21/2004	Registered
Leidos, Inc.	RADSTAR	1914628	8/29/1995	Registered
Leidos, Inc.	RAILVIEW	2314474	2/1/2000	Registered
Leidos, Inc.	RTR-4	2488921	9/11/2001	Registered
Leidos, Inc.	SCALE2INSIGHT	4365616	7/9/2013	Registered
Leidos, Inc.	SIMINSIGHT	4115561	3/20/2012	Cancelled
Leidos, Inc.	SMARTSITE	2442328	4/10/2001	Cancelled
Leidos, Inc.	TERATEXT	2835049	4/20/2004	Registered
Leidos, Inc.	UNITED TO SUPPORT YOUR NEXT BREAKTHROUGH	87038514		Abandoned
Leidos, Inc.	VACIS	2793754	12/16/2003	Registered
Leidos, Inc.	VACIS	3909909	1/25/2011	Registered
Leidos, Inc.	VIGILANTE	2281035	9/28/1999	Registered
Leidos, Inc.	XPATCH	2473690	7/31/2001	Registered