

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM505799

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ENGILITY CORPORATON		01/14/2019	Corporation: MASSACHUSETTS
ENGILITY LLC		01/14/2019	Limited Liability Company: 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: 12			
Property Type	Number	Word Mark	
Registration Number:	4220167	TASC	
Registration Number:	4220166	TASC	
Registration Number:	4354368	TASC	
Registration Number:	1172637	TASC	
Registration Number:	4115094	ASSURENET	
Registration Number:	4289442	TERANET	
Registration Number:	4430401	CYBERWARRIOR	
Registration Number:	979114	DRC	
Registration Number:	2754719	MEDTEAMS	
Registration Number:	2266440	MPRI	
Registration Number:	4236110	ENGILITY	
Registration Number:	4635942	D3IA	
CORRESPONDENCE DATA			
Fax Number:	6508385109		
<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:	650-838-3743		

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TRADEMARK

Email: jlik@shearman.com
Correspondent Name: Puja Dave
Address Line 1: 599 Lexington Avenue
Address Line 2: Shearman & Sterling LLP
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 35609/86

NAME OF SUBMITTER: PUJA DAVE

SIGNATURE: /PUJA DAVE/

DATE SIGNED: 01/14/2019

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT dated as of January 14, 2019 (this “**Agreement**”), between the undersigned (collectively, the “**Grantors**” and, each a “**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 Science Applications International Corporation, a Delaware corporation (the “**Borrower**”), the Grantors 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 the Borrower, the Lenders from time to time party thereto and Citibank, as Administrative Agent and as Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Each Grantor will derive substantial benefits from the extension of credit pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree 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, each 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 such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**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 and owned by it (the “**Trademarks**”);

(ii) all goodwill associated with or symbolized by the Trademarks; 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. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the 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 each Grantor (at such Grantor’s sole expense) an instrument in writing in recordable form releasing the grant and security interest in the Trademark Collateral under this Agreement and take any other actions reasonably requested, including, but not limited to, filing and recording (or authorizing each 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 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.

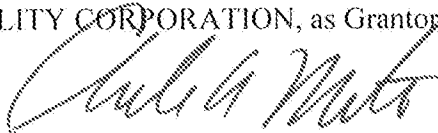
SECTION 6. Applicable Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

ENGILITY CORPORATION, as Grantor

By:

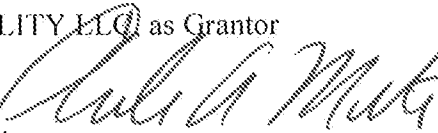


Name: Charles A. Mathis

Title: Chief Financial Officer

ENGILITY LLC as Grantor

By:



Name: Charles A. Mathis

Title: Chief Financial Officer

CITIBANK, N.A., as Collateral Agent,

by



Name: Justin Tichauer

Title: Vice President

[Signature page to Trademark Security Agreement]

TRADEMARK
REEL: 006523 FRAME: 0974

SCHEDULE I


Trademarks

TRADEMARK/TRADE NAMES OWNED BY ENGILITY CORPORATION

U.S. Trademark Registrations

Mark	Serial No. Filing Date	Reg. No. Reg. Date	Status	Owner of Record
	85207204 December 29, 2010	4220167 October 9, 2012	Registered	Engility Corporation
	85206406 December 28, 2010	4220166 October 9, 2012	Registered	Engility Corporation
	85197087 December 14, 2010	4354368 June 18, 2013	Registered	Engility Corporation
TASC (Typed Drawing)	73223006 July 12, 1979	1172637 October 6, 1981	Registered	Engility Corporation
	85975933 June 17, 2010	4115094 March 20, 2012	Registered	Engility Corporation
	85084378 July 14, 2010	4289442 February 12, 2013	Registered	Engility Corporation
	77969427 March 26, 2010	4430401 November 12, 2013	Registered	Engility Corporation
DRC (Typed Word Mark)	72424969 05/19/72	0979114 February 19, 1974	Registered	Dynamics Research Corporation
	75611016 12/22/98	2754719 August 26, 2003	Registered	Dynamics Research Corporation

TRADEMARKS OWNED BY ENGILITY LLC

Mark	Serial No. Filing Date	Reg. No. Reg. Date	Status	Owner of Record
	75402974 December 10, 1997	2266440 August 3, 1999	Registered	Engility, LLC
ENGILITY	85382392 July 27, 2011	4236110 November 6, 2012	Registered	Engility LLC
D3IA	86165568 01/14/14	4635942 November 11, 2014	Registered	Engility LLC

Trade Names

Trade names used by Engility Corporation and its affiliates to identify legal entities, including without limitation “DRC,” “TASC” and “MPRI,” as well as trade names used by Engility Corporation and its affiliates associated with products or services, including without limitation “Roma.”