

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5384192

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
CITIBANK, N.A.	02/20/2019
RECEIVING PARTY DATA	
Name:	LEIDOS CYBER, INC.
Street Address:	225 FOXBOROUGH BLVD, SUITE 201
City:	FOXBOROUGH
State/Country:	MASSACHUSETTS
Postal Code:	02035
PROPERTY NUMBERS Total: 7	
Property Type	Number
Patent Number:	7246156
Patent Number:	7779119
Application Number:	60691370
Application Number:	60477088
PCT Number:	US0418118
PCT Number:	US0623319
PCT Number:	US0903958
CORRESPONDENCE DATA	
Fax Number:	(800)494-7512
<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:	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 PT LEIDOS CYBER
NAME OF SUBMITTER:	ELIZABETH WAGENBACH
SIGNATURE:	/Elizabeth Wagenbach/
DATE SIGNED:	02/20/2019

PATENT

Total Attachments: 5

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RELEASE OF SECURITY INTEREST IN PATENTS
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, 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, the Lenders from time to time party thereto and Citibank, as Administrative Agent; and (iii) the Patent 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") in favor of the Collateral Agent (the "Patent Collateral Agreement" and together with the Collateral Agreement, the "Security Agreements").

B. Pursuant to the Security Agreements, the Released Grantor granted to the Collateral Agent, for the benefit of the Non-Notes Secured Parties, a security interest in, among other things, all right, title and interest of the Released Grantor in the Patent Collateral (as defined in the Patent Collateral Agreement), including the Patents set forth on Schedule I hereto (the "Released Patent Collateral") and pursuant to the Patent Collateral Agreement, such security interest was recorded with the United States Patent & Trademark Office (the "USPTO") on August 25, 2016 at Reel/Frame 039809/0603.

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 Patent 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 Patent 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 Patent Collateral Agreement with respect to the Released Patent Collateral, (ii) releases, relinquishes and discharges its and their lien and security interest granted under the Security Agreements in the Released Patent Collateral and (iii) assigns, transfers and conveys to the Released Grantor and its successors and assigns any and all right, title and interest it may have in the Released Patent Collateral. Any right, title or interest in the Released Patent 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 the Released Grantor or the Released 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.

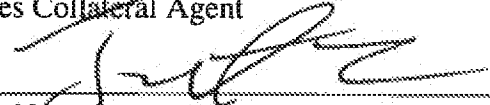
THIS RELEASE SHALL BE CONSTRUED IN ACCORDANCE WITH
AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

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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 (Patents)}

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PATENT
REEL: 048385 FRAME: 0925

SCHEDULE I

Patents

7,246,156	METHOD AND COMPUTER PROGRAM PRODUCT FOR MONITORING AN INDUSTRIAL NETWORK	3/31/2004	Leidos Cyber, Inc. (f/k/a Lockheed Martin Industrial Defender, Inc.; f/k/a Industrial Defender Inc.)
7,779,119 B2	EVENT MONITORING AND MANAGEMENT (US)	5/30/2007	Leidos Cyber, Inc. (f/k/a Lockheed Martin Industrial Defender, Inc.; f/k/a Industrial Defender Inc.)
60/691,370	DURATION OF ALERTS AND SCANNING OF LARGE DATA STORES	6/17/2005	Leidos Cyber, Inc. (f/k/a Lockheed Martin Industrial Defender, Inc.; f/k/a Industrial Defender Inc.)
60/477,088	CONTROL SYSTEM ALARM DISPLAY IN WEB BROWSER	6/9/2003	Leidos Cyber, Inc. (f/k/a Lockheed Martin Industrial Defender, Inc.; f/k/a Industrial Defender Inc.)
PCT/US04/018118	EVENT MONITORING AND MANAGEMENT	6/8/2004	Leidos Cyber, Inc. (f/k/a Lockheed Martin Industrial Defender, Inc.; f/k/a Industrial Defender Inc.)
PCT/US06/023319	DURATION OF ALERTS AND SCANNING OF LARGE DATA STORES	6/16/2006	Leidos Cyber, Inc. (f/k/a Lockheed Martin Industrial Defender, Inc.; f/k/a Industrial Defender Inc.)
PCT/US09/003958	TECHNIQUES FOR AGENT CONFIGURATION	7/7/2009	Leidos Cyber, Inc. (f/k/a Lockheed Martin Industrial Defender, Inc.; f/k/a Industrial Defender

			Inc.)
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