

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

Form 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): January 14, 2019

Science Applications International Corporation

(Exact name of registrant as specified in its charter)

Delaware
(State or other Jurisdiction
of Incorporation)

001-35832
(Commission
File Number)

46-1932921
(IRS Employer
Identification No.)

12010 Sunset Hills Road, Reston, VA 20190
(Address of Principal Executive Offices) (Zip Code)

(703) 676-4300
Registrant's telephone number, including area code

Not Applicable
(Former name or former address if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01. Entry into a Definitive Material Agreement.

The information set forth under Item 2.03 regarding the joinder of Engility Holdings, Inc., a Delaware corporation (“Engility”), and all of its wholly owned domestic subsidiaries as loan parties to Science Applications International Corporation’s, a Delaware corporation (“SAIC”), existing credit facility is incorporated by reference into this Item 1.01.

Item 2.01. Completion of Acquisition or Disposition of Assets.

As previously disclosed in the Current Report on Form 8-K filed with the Securities and Exchange Commission (the “SEC”) by SAIC on September 10, 2018, SAIC, Engility, and Raptors Merger Sub, Inc., a Delaware corporation and wholly owned subsidiary of SAIC (“Merger Subsidiary”), entered into an Agreement and Plan of Merger, dated September 9, 2018 (the “Merger Agreement”). On January 14, 2019, pursuant to the terms and conditions of the Merger Agreement, Merger Subsidiary was merged with and into Engility (the “Merger”), with Engility surviving as a wholly owned subsidiary of SAIC (the “Surviving Corporation”).

Pursuant to the Merger Agreement, at the effective time of the Merger (the “Effective Time”), each outstanding share of common stock, par value \$0.01 per share, of Engility (the “Engility Common Stock”) (other than shares of Engility Common Stock owned by SAIC or Merger Subsidiary and shares of treasury stock held by Engility, which were cancelled without consideration) outstanding immediately prior to the Merger was automatically cancelled and converted into the right to receive (i) an amount equal to 0.450 (the “Exchange Ratio”) of a share of the common stock of SAIC (the “SAIC Common Stock”), par value \$0.0001 per share (the “Merger Consideration”) and (ii) cash in lieu of fractional shares of SAIC Common Stock as contemplated by the Merger Agreement.

Each outstanding Engility restricted stock unit (“Engility RSU”), whether vested or unvested, that was outstanding immediately prior to the Effective Time was, as of the Effective Time, automatically and without any action on the part of the holder thereof, converted into a restricted stock unit award of SAIC (“SAIC RSU”) on the terms and conditions (including, if applicable, any continuing vesting requirements and vesting acceleration terms) under the Engility Second Amended and Restated 2012 Long Term Performance Plan (as amended as of the Effective Time, the “Legacy Engility Plan”) and the applicable award agreement in effect immediately prior to the Effective Time, with respect to a number of shares of SAIC Common Stock, rounded up to the nearest whole share, determined by multiplying (i) the number of Shares subject to such Engility RSU immediately prior to the Effective Time by (ii) the Exchange Ratio.

Each Engility performance unit (“Engility PU”), whether vested or unvested, that was outstanding immediately prior to the Effective Time was, as of the Effective Time, automatically and without any action on the part of the holder thereof, converted into an SAIC RSU that vests solely based on the passage of time on the terms and conditions (including, if applicable, any continuing vesting requirements and vesting acceleration terms) under the Legacy Engility Plan and applicable award agreement in effect immediately prior to the Effective Time, with respect to a number of shares of SAIC Common Stock, rounded up to the nearest whole share, determined by multiplying (i) the number of shares subject to such Engility PU determined pursuant to the applicable award agreement governing the Engility PU that would vest based on the terms of such agreement by (ii) the Exchange Ratio.

The foregoing summary description of the Merger Agreement does not purport to be complete and is qualified in its entirety by reference to the terms of the Merger Agreement, a copy of which was filed as Exhibit 2.1 to the Company’s Current Report on Form 8-K filed with the SEC on September 10, 2018, which is incorporated herein by reference.

Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance-Sheet Arrangement of a Registrant.

As previously disclosed in the Current Report on Form 8-K filed with the SEC by SAIC on September 10, 2018, SAIC entered into a Third Amended & Restated Credit Agreement (the “Credit Agreement”) dated October 31, 2018 with Citibank, N.A. (“Citibank”), as administrative agent and collateral agent, and certain other agents and lenders party thereto, which among other things, established a senior secured term loan “A” credit facility commitment in the amount of \$1,068,000,000 (the “Term Loan A”). In connection with the Merger, SAIC borrowed the entire amount of the Term Loan A, the proceeds of which were immediately used to repay Engility’s existing credit facility and outstanding notes and to pay fees and expenses associated with the Merger, with the balance retained by SAIC to be used for general corporate purposes. In addition, upon the effectiveness of the Merger, SAIC’s revolving credit facility commitment under the Credit Agreement was automatically increased by an additional \$200,000,000 and certain other terms of the Credit Agreement were automatically amended to reflect the Merger. Proceeds under the revolving credit facility commitment will continue to be available for general corporate purposes.

The Credit Agreement is secured by substantially all of the assets of SAIC and SAIC’s wholly owned domestic subsidiaries, and is guaranteed by each of SAIC’s wholly owned domestic subsidiaries, which includes, in connection with the Merger, Engility and all of Engility’s wholly owned domestic subsidiaries pursuant to their entry into Supplement No. 1 to the Amended & Restated Guarantee and Collateral Agreement (the “Joinder”). The foregoing description of the Joinder is not complete and is subject to, and qualified in its entirety by, the full text of the Joinder, which is attached as Exhibit 10.1 to this Current Report on Form 8-K and incorporated herein by reference.

The Term Loan A and under the revolving credit facility commitment will bear interest at a variable rate of interest based on LIBOR or a base rate, plus in each case an applicable margin. Applicable margins with respect to borrowings of the Term Loan A and the revolving credit facility commitment will range from (a) for LIBOR loans, 1.25% to 2.00% and (b) for base rate loans, 0.25% to 1.00%, in each case based on the then applicable Leverage Ratio (as defined in the Credit Agreement). In addition, under the Credit Agreement, SAIC is required to pay certain per annum commitment fees and fees for letters of credit.

Borrowings under the Term Loan A will amortize quarterly beginning on January 31, 2020 at 1.25% of the original borrowed amount thereunder, with such quarterly amortization payments increasing to 1.875% on January 31, 2021 and then to 2.50% on January 31, 2022. Beginning with SAIC’s fiscal year ending on or about January 31, 2020, annual mandatory prepayments of a portion of SAIC’s Excess Cash Flow (as defined in the Credit Agreement) will be required. The Term Loan A and the revolving credit facility commitment mature (and the revolving credit facility commitment terminates) on October 31, 2023.

The Credit Agreement contains customary covenants applicable to SAIC and its subsidiaries, which include limitations on: liens; accounting changes, nature of business, hedge agreements, sale leaseback transactions, dividends and issuance of capital stock, further negative pledges, investments, indebtedness, payments of subordinated indebtedness, other indebtedness and agreements, fundamental changes, and asset dispositions. The Credit Agreement also requires the maintenance of a Senior Secured Leverage Ratio (as defined in the Credit Agreement) of not greater than (i) 4.50 to 1.00 for the next succeeding six fiscal quarters, and (iii) 4.00 to 1.00 thereafter; subject to additional modifications as set forth in the Credit Agreement.

The Credit Agreement also contains certain customary events of default, including, among others, defaults based on certain bankruptcy and insolvency events, nonpayment, cross-defaults to other debt, breach of specified covenants, ERISA events, material monetary judgments, change of control events, the material inaccuracy of representations and warranties, invalidity of loan documents or a guarantee, and material invalidity of security interests. If an event of default occurs and is continuing under the Credit Agreement, the Credit Agreement provides that the agent shall at the request, or may with the consent, of the required lenders, terminate the commitments thereunder, declare amounts outstanding, including principal and accrued interest and fees, payable immediately, and enforce any and all rights and interests.

The foregoing summary description of the Credit Agreement does not purport to be complete and is qualified in its entirety by reference to the terms of the Credit Agreement, a copy of which was filed as Exhibit 10.1 to the Company’s Current Report on Form 8-K filed with the SEC on September 10, 2018, which is incorporated herein by reference.

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements for Certain Officers.

(d) Appointment of New Directors. As contemplated by the Merger Agreement, at the Effective Time, the size of the board of directors of SAIC (the “SAIC Board”) was increased from nine to eleven directors and the Board appointed David M. Kerko and Katharina G. McFarland (collectively, the “Engility Designated Directors”) to fill the two newly-created directorships.

The Board has determined that each of the Engility Designated Directors is independent. Mr. Kerko was appointed to serve on the Audit Committee and the Human Resources and Compensation Committee of the SAIC Board. Mr. Kerko qualifies both as financially literate and as a financial expert under the NYSE Rules. Ms. McFarland was appointed to serve on the Classified Business Oversight Committee and the Ethics and Corporate Responsibility Committee of the SAIC Board.

Mr. Kerko served as a director on Engility’s Board of Directors and as a member of Engility’s Nominating/Corporate Governance Committee from February 2015 until the Effective Time. Mr. Kerko has also served as a consultant to Kohlberg Kravis Roberts & Co. L.P. (“KKR”) since February 2015. Mr. Kerko was a director of TASC from 2009 until February 2015, and until February 2015 Mr. Kerko was an executive of KKR. Mr. Kerko joined KKR in 1998 and is a former member of the Technology industry team within KKR’s Private Equity platform. He was actively involved in KKR’s investments in Borden, Toys ‘R’ Us, TASC, NXP (formerly Philips Semiconductor), Savant and Sonos. Mr. Kerko also serves on the board of directors of Aceco, Savant, Sonos and Transphorm Inc. Prior to joining KKR, Mr. Kerko was with Gleacher NatWest Inc., where he was involved in a broad range of merger and acquisition transactions and financing work. He holds a B.S. and B.S.E., summa cum laude, from the University of Pennsylvania.

Ms. McFarland served as a director on Engility’s Board of Directors from June 30, 2017 until the Effective Time. Prior to joining Engility, she retired from civil service as the Assistant Secretary of Defense for Acquisition on January 20, 2017. She was appointed to this position in 2012 by then President Barack Obama and confirmed by the U.S. Senate. During her ASD tenure, she was also appointed Acting Assistant Secretary of the Army for Acquisitions, Logistics & Technology and Army Acquisition Executive. Prior to her 2012 ASD appointment, Ms. McFarland served as President of the Defense Acquisition University from November, 2010 to May, 2012. From May 2006 to November 2010, she was the Director of Acquisition, Missile Defense Agency. Ms. McFarland began her civil service career in 1986 at Headquarters, U.S. Marine Corps as a general engineer. Ms. McFarland received an Honorary Doctoral degree in Engineering from the University of Cranfield, United Kingdom, and a Bachelor of Science degree from Queens University in Kingston, Canada, with accreditations in Materials, Electronics and Civil Engineering.

Each of the Engility Designated Directors will participate in SAIC’s outside director compensation program described in SAIC’s definitive proxy statement on Form 424B3 that was filed with the Commission on December 4, 2018. In addition, each of the Engility Designated Directors has rights to ongoing indemnification and insurance coverage as provided in the Merger Agreement and is expected to execute and receive the benefit of SAIC’s standard form of indemnification agreement for directors and executive officers.

Item 8.01. Other Events.

On January 14, 2019, SAIC issued a press release announcing the completion of the Merger. A copy of the press release issued is filed as Exhibit 99.1 to, and is incorporated by reference into, this Item 8.01.

Item 9.01. Financial Statements and Exhibits.

(a) Financial Statements of Business Acquired.

The financial statements of Engility required by this item were previously filed and incorporated by reference in the Company's Registration Statement on Form S-4 dated December 4, 2018.

(b) Pro Forma Financial Statements.

The pro forma financial information required by this item was previously filed and incorporated by reference in the Company's Registration Statement on Form S-4 dated December 4, 2018.

(d) Exhibits.

Exhibit No.	Description
2.1	Agreement and Plan of Merger, dated as of September 9, 2018, among Science Applications International Corporation, a Delaware corporation, Engility Holdings, Inc., a Delaware corporation and Raptors Merger Sub, Inc., a Delaware corporation (incorporated by reference herein to Exhibit 2.1 to the Company's Current Report on Form 8-K as filed with the SEC on September 10, 2018).*
10.1	Supplement No. 1 to the Amended & Restated Guarantee and Collateral Agreement dated January 14, 2019.
99.1	Press release dated January 14, 2019.
*	Schedules and other similar attachments have been omitted pursuant to Item 601(b)(2) of Regulation S-K. The registrant hereby undertakes to furnish supplementally copies of any of the omitted schedules and other similar attachments upon request by the SEC.

SUPPLEMENT NO. 1 (this "**Supplement**") dated as of January 14, 2019 to the Amended and Restated Guarantee and Collateral Agreement dated as of October 31, 2018 (the "Guarantee and Collateral Agreement"), among SCIENCE APPLICATIONS INTERNATIONAL CORPORATION, a Delaware corporation (the "Borrower"), each Subsidiary of the Borrower from time to time party thereto (each such Subsidiary individually a "**Guarantor**" and collectively, the "**Guarantors**"; the Guarantors and the Borrower are referred to collectively herein as the "**Grantors**") and CITIBANK, N.A. (together with its affiliates, "**Citibank**"), as collateral agent (in such capacity, the "**Collateral Agent**") for the Secured Parties (as defined therein).

A. Reference is made to the Third Amended and Restated Credit Agreement dated as of October 31, 2018 (as amended, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among the Borrower, the lenders from time to time party thereto (the "**Lenders**") and Citibank, as administrative agent for the Lenders and as Collateral Agent.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement or the Guarantee and Collateral Agreement referred to therein, as applicable.

C. The Grantors have entered into the Guarantee and Collateral Agreement in order to induce the Lenders to make Loans and the Issuing Banks to issue Letters of Credit. Section 7.16 of the Guarantee and Collateral Agreement provides that additional Subsidiaries of the Borrower may become Guarantors and Grantors under the Guarantee and Collateral Agreement by execution and delivery of an instrument in the form of this Supplement. The undersigned Subsidiaries of the Borrower (collectively, the "**New Subsidiaries**" and, each a "**New Subsidiary**") are executing this Supplement in accordance with the requirements of the Credit Agreement to become Guarantors and Grantors under the Guarantee and Collateral Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued.

Accordingly, the Collateral Agent and the New Subsidiaries agree as follows:

SECTION 1. In accordance with Section 7.16 of the Guarantee and Collateral Agreement, each New Subsidiary by its signature below becomes a Grantor and Guarantor under the Guarantee and Collateral Agreement with the same force and effect as if originally named therein as a Grantor and Guarantor and each New Subsidiary hereby (a) agrees to all the terms and provisions of the Guarantee and Collateral Agreement applicable to it as a Grantor and Guarantor thereunder and (b) represents and warrants that the representations and warranties made by it as a Grantor and Guarantor thereunder are true and correct on and as of the date hereof. In furtherance of the foregoing, each New Subsidiary, as security for the payment and performance in full of the Obligations (as defined in the Credit Agreement), does hereby create and grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, their successors and assigns, a security interest in and lien on all of such New Subsidiary's right, title and interest in and to the Collateral (as defined in the Credit Agreement) of such New Subsidiary. Each reference to a "Grantor" or a "Guarantor" in the Guarantee and Collateral Agreement shall be deemed to include each New Subsidiary. The Guarantee and Collateral Agreement is hereby incorporated herein by reference.

SECTION 2. Each New Subsidiary represents and warrants to the Collateral Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms (subject to bankruptcy, insolvency, reorganization, moratorium or other laws relating to or generally affecting the rights of the Collateral Agent and/or the Secured Parties).

SECTION 3. This Supplement 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. This Supplement shall become effective when the Collateral Agent shall have received counterparts of this Supplement that, when taken together, bear the signatures of each New Subsidiary and the Collateral Agent. Delivery of an executed signature page to this Supplement by facsimile, “.pdf”, or other similar electronic format shall be as effective as delivery of a manually signed counterpart of this Supplement.

SECTION 4. Each New Subsidiary hereby represents and warrants that, as of the date hereof, (a) set forth on Schedule I attached hereto is a true and correct schedule of (i) any and all Equity Interests and Pledged Debt Securities now owned by such New Subsidiary and (ii) any and all Intellectual Property now owned by such New Subsidiary and (b) set forth under its signature hereto, is the true and correct legal name of such New Subsidiary and its jurisdiction of organization or formation.

SECTION 5. Except as expressly supplemented hereby, the Guarantee and Collateral Agreement shall remain in full force and effect.

SECTION 6. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 7. In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Guarantee and Collateral Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. All communications and notices hereunder shall (except as otherwise expressly permitted by the Guarantee and Collateral Agreement) be in writing and given as provided in Section 9.02 of the Credit Agreement. All communications and notices hereunder to each New Subsidiary shall be given to it in care of the Borrower as provided in Section 9.02 of the Credit Agreement.

SECTION 9. Each New Subsidiary agrees to reimburse the Collateral Agent for its out-of-pocket expenses in connection with this Supplement, including the fees, other charges and disbursements of counsel for the Collateral Agent, to the extent provided for in Section 9.04 of the Credit Agreement.

IN WITNESS WHEREOF, each New Subsidiary and the Collateral Agent have duly executed this Supplement to the Guarantee and Collateral Agreement as of the day and year first above written.

ENGILITY HOLDINGS, INC.

by

/s/ Charles A. Mathis

Name: Charles A. Mathis

Title: Chief Financial Officer

Address: 12010 Sunset Hills Road, Reston VA 20190

Legal Name: Engility Holdings, Inc.

Jurisdiction of Formation: Delaware

ENGILITY CORPORATION

by

/s/ Charles A. Mathis

Name: Charles A. Mathis

Title: Chief Financial Officer

Address: 12010 Sunset Hills Road, Reston VA 20190

Legal Name: Engility Corporation

Jurisdiction of Formation: Massachusetts

ENGILITY LLC

by

/s/ Charles A. Mathis

Name: Charles A. Mathis

Title: Chief Financial Officer

Address: 12010 Sunset Hills Road, Reston VA 20190

Legal Name: Engility LLC

Jurisdiction of Formation: Delaware

[Signature page to Supplement to Guarantee and Collateral Agreement]

ATAC SERVICES, LLC

by

/s/ Charles A. Mathis

Name: Charles A. Mathis

Title: Chief Financial Officer

Address: 12010 Sunset Hills Road, Reston VA 20190

Legal Name: ATAC Services, LLC

Jurisdiction of Formation: Delaware

ARIC SERVICES, LLC

by

/s/ Charles A. Mathis

Name: Charles A. Mathis

Title: Chief Financial Officer

Address: 12010 Sunset Hills Road, Reston VA 20190

Legal Name: ARIC Services, LLC

Jurisdiction of Formation: Delaware

SUPPORT SERVICES ORGANIZATION, LLC

by

/s/ Charles A. Mathis

Name: Charles A. Mathis

Title: Chief Financial Officer

Address: 12010 Sunset Hills Road, Reston VA 20190

Legal Name: Support Services Organization, LLC

Jurisdiction of Formation: Delaware

TEXELTEK, LLC

by

/s/ Charles A. Mathis

Name: Charles A. Mathis

Title: Chief Financial Officer

Address: 12010 Sunset Hills Road, Reston VA 20190

Legal Name: Texeltek, LLC

Jurisdiction of Formation: Delaware

[Signature page to Supplement to Guarantee and Collateral Agreement]

by

/s/ Charles A. Mathis

Name: Charles A. Mathis

Title: Chief Financial Officer

Address: 12010 Sunset Hills Road, Reston VA 20190

Legal Name: TASC Services Corporation

Jurisdiction of Formation: Delaware

[Signature page to Supplement to Guarantee and Collateral Agreement]

CITIBANK, N.A., as Collateral Agent,

by

/s/ Justin Tichauer

Name: Justin Tichauer

Title: Vice President

[Signature page to Supplement to Guarantee and Collateral Agreement]

EQUITY INTERESTS

<u>Issuer</u>	<u>Number of Certificate</u>	<u>Registered Owner</u>	<u>Number and Class of Equity Interest</u>	<u>Percentage of Equity Interests</u>
Engility Holdings, Inc.	C-1	Science Applications International Corporation	100 Common Shares	100%
Engility Corporation	6	Engility Holdings, Inc.	1,000 Common Shares	100%
Engility LLC	N/A	Engility Corporation	LLC interests	100%
ATAC Services, LLC	N/A	Engility LLC	LLC interests	100%
ARIC Services, LLC	N/A	Engility LLC	LLC interests	100%
Support Services Organization, LLC	N/A	Engility Corporation	LLC interests	100%
Texeltek, LLC	N/A	Engility Corporation	LLC interests	100%
TASC Services Corporation	2	Engility Corporation	1,000 Shares	100%
TM Creditors	N/A	Engility LLC		0.075785%

PLEDGED DEBT SECURITIES

<u>Issuer</u>	<u>Registered Creditor</u>	<u>Principal Amount</u>	<u>Date of Note</u>	<u>Maturity Date</u>
N/A	N/A	N/A	N/A	N/A

1. Forfeiture Support Associates, LLC
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INTELLECTUAL PROPERTY

U.S. COPYRIGHTS OWNED BY ENLILITY CORPORATION

U.S. Copyright Registrations

Owner	Title	Reg. No.	Reg. Date
Analytic Sciences Corporation (TASC)	Internal validation summary statistics	TXu000534171	July 6, 1992
Analytic Sciences Corporation (TASC)	LODESTAR cost of service	Txu000528190	July 6, 1992
Analytic Sciences Corporation (TASC)	LODESTAR domains ratio	Txu000528167	July 8, 1992
Analytic Sciences Corporation (TASC)	LODESTAR graphics	Txu000527884	July 6, 1992
Analytic Sciences Corporation (TASC)	Lodestar late cut reporter	Txu000529502	July 6, 1992
Analytic Sciences Corporation (TASC)	LODEstar PC/interface	Txu000533911	July 2, 1992
Analytic Sciences Corporation (TASC)	Lodestar ratio analysis program	Txu000547932	July 2, 1992
Analytic Sciences Corporation (TASC)	Lodestar sampling	Txu000527097	July 6, 1992
Analytic Sciences Corporation (TASC)	LODESTAR solid state validation package	TXu000528191	July 6, 1992
Analytic Sciences Corporation (TASC)	LODESTAR substation analysis package	TXu000533985	July 2, 1992
Analytic Sciences Corporation (TASC)	LODESTAR tool kit	TXu000528030	July 2, 1992
Analytic Sciences Corporation (TASC)	LODESTAR totalizing reporter	TXu000533986	July 6, 1992

Analytic Sciences Corporation (TASC)	LODESTAR version 5	TXu000534366	June 29, 1992
Analytic Sciences Corporation (TASC)	Lodestar: coincident peak analysis program	TXu000529370	July 6, 1992
Analytic Sciences Corporation (TASC)	LODESTAR: individual customer analysis	TXu000527530	July 6, 1992
Analytic Sciences Corporation (TASC)	TASC AdaGRAPH: source code	TX0002105965	June 12, 1987
Analytic Sciences Corporation (TASC)	TASC QNET	TX0003106842	June 3, 1991
Dynamics Research Corporation	Cycle interpolation monochip metallization mask work, MLA3454A	MW0000001798	July 28, 1986
Dynamics Research Corporation	Data accessor for Digital Equipment Corporation's VAX computer	TXu000302267	October 26, 1987
Dynamics Research Corporation	Data accessor for the Honeywell DPS-8	Txu000302266	October 26, 1987
Dynamics Research Corporation	Expense tracking and planning system (ETAPS) reports	TX0005953722	April 1, 2004
Dynamics Research Corporation	First ten pages of "Network interface for the I B M PC	TXu000302553	October 26, 1987
Dynamics Research Corporation	Network supervisor for Digital Equipment Corporation's VAX computer	Txu000302254	October 26, 1987
Tasc, Inc.	Math assignments grades four through eight: Math drills	Txu000307085	December 9, 1987
Tasc, Inc.	Tasc quickview version 1.1	TXu000726051	February 26, 1996
Tasc, Inc.	Tasc, Inc. AIDS brief risk intervention (B R I)	TXu000331894	July 18, 1988

LICENSES

I. Licenses/Sublicenses of New Subsidiaries as Licensor/Sublicensor on Date Hereof

None.

II. Licenses/Sublicenses of New Subsidiaries as Licensee/Sublicensee on Date Hereof

Sublicense Agreement dated April 26, 2017, as amended May 15, 2018, by and between Emirates Training Technology LLC and Engility Corporation.

PATENTS OWNED BY ENGILITY CORPORATION

U.S. Patents

Owner	Title	Serial No. Filing Date	Patent No. Issue Date	Status
Engility Corporation	APPARATUS AND METHOD FOR PROVIDING PROGRAM PROTECTION ENGINEERING, SECURITY MANAGEMENT, AND REPORT PREPARATION FOR SENSITIVE AND CLASSIFIED PROJECTS	11/347,285 February 6, 2006	7,865,388 January 4, 2011	Issued

U.S. Patent Applications








Owner	Title	Serial No. Filing Date	Patent No. Issue Date	Status
Engility Corporation	SYSTEM AND METHOD FOR COMPUTERIZED DATA PROCESSING, ANALYSIS AND DISPLAY	15/676,982 August 14, 2017	N/A	Pending

PATENTS OWNED BY ENGILITY LLC


U.S. Patents

Owner	Title	Serial No. Filing Date	Patent No. Issue Date	Status
Engility LLC	PRESERVING THE CONTENT OF A COMMUNICATION SIGNAL CORRUPTED BY INTERFERENCE DURING TRANSMISSION	12/274,636 November 20, 2008	8,175,186 May 8, 2012	Issued

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."

FOR IMMEDIATE RELEASE**SAIC Completes Acquisition of Engility Holdings, Inc.**

Reston, Va. and Chantilly, Va. – {January 14, 2019} Science Applications International Corp. (NYSE: SAIC) today announced the successful completion of its merger with Engility Holdings, Inc. (NYSE: EGL). The merger was previously approved by SAIC and Engility stockholders at special meetings held on Jan. 11, 2019. Under the terms of the merger agreement, Engility became a wholly-owned subsidiary of SAIC.

The combined company will retain the SAIC name and continue to be headquartered in Reston, Virginia with Tony Moraco as CEO.

“With the acquisition of Engility, we are now a team of 23,000—driven by mission, united by purpose and inspired by opportunity,” said Moraco. “Add to that five consecutive quarters of organic revenue growth for SAIC and the trend is clear—we’re thriving. We are now a bigger, stronger company executing our long-term strategic plan, dedicated to exceeding customer expectations and driving shareholder value.”

Each eligible share of Engility common stock issued and outstanding immediately prior to the effective time of the merger was converted into the right to receive 0.450 of a share of SAIC common stock, with cash paid in lieu of any fractional shares. As a result of the merger, Engility’s common stock will no longer be listed for trading on the New York Stock Exchange and Engility will no longer have reporting obligations under the Securities Exchange Act of 1934.

About SAIC

SAIC is a premier technology integrator solving our nation’s most complex modernization and readiness challenges across the defense, space, federal civilian, and intelligence markets. Our robust portfolio of offerings includes high-end solutions in systems engineering and integration; enterprise IT, including cloud services; cyber; software; advanced analytics and simulation; and training. With an intimate understanding of our customers’ challenges and deep expertise in existing and emerging technologies, we integrate the best components from our own portfolio and our partner ecosystem to rapidly deliver innovative, effective, and efficient solutions.

We are a team of 23,000 strong driven by mission, united purpose, and inspired by opportunity. Headquartered in Reston, Virginia, SAIC has annual revenues of approximately \$6.5 billion. For more information, visit saic.com. For ongoing news, please visit our [newsroom](#).

Forward-Looking Statements

Certain statements in this release contain or are based on “forward-looking” information within the meaning of the Private Securities Litigation Reform Act of 1995. In some cases, you can identify forward-looking statements by words such as “expects,” “intends,” “plans,” “anticipates,” “believes,” “estimates,” “guidance,” and similar words or phrases. Forward-looking statements in this release may include, among others, estimates of future revenues, operating income, earnings, earnings per share, charges, total contract value, backlog, outstanding shares and cash flows, as well as statements about future dividends, share repurchases and other capital deployment plans. Such statements are not guarantees of future performance and involve risk, uncertainties and assumptions, and actual results may differ materially from the guidance and other forward-looking statements made in this release as a result of various factors. Risks, uncertainties and assumptions that could cause or contribute to these material differences include those discussed in the “Risk Factors,” “Management’s Discussion and Analysis of Financial Condition and Results of Operations” and “Legal Proceedings” sections of our Annual Report on Form 10-K, as updated in any subsequent Quarterly Reports on Form 10-Q and other filings with the SEC, which may be viewed or obtained through the Investor Relations section of our website at www.saic.com or on the SEC’s website at www.sec.gov. Due to such risks, uncertainties and assumptions you are cautioned not to place undue reliance on such forward-looking statements, which speak only as of the date hereof. SAIC expressly disclaims any duty to update any forward-looking statement provided in this release to reflect subsequent events, actual results or changes in SAIC’s expectations. SAIC also disclaims any duty to comment upon or correct information that may be contained in reports published by investment analysts or others.

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