

10-19-1998

Form PTO-1594

(Rev 6-93)



BT

U.S. Department of Commerce

Patent and Trademark Office

100852339

To the Honorable Commissione.

and original documents or copy thereof.

MRD 10-14-98

1. Name of conveying party(ies):

THE TITAN CORPORATION
3033 Science Park Road
San Diego, California 92121

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State (Delaware)
- Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

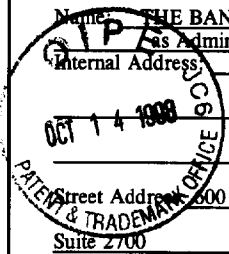
- Assignment
- Merger
- Security Agreement
- Change of Name
- Other

Execution Date: July 29, 1998

2. Name and address of receiving party(ies):

Name: THE BANK OF NOVA SCOTIA
as Administrative Agent

Internal Address: _____



Street Address: 600 Peachtree Street, N.E.
Suite 2700

City: Atlanta State: GA ZIP: 30308

Country: _____

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Bank

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

Additional name(s) & Address(es) attached? Yes No

4. Application number(s) or trademark number(s):

If this document is being filed together with a new application, the execution date of the application is _____

A. Trademark Application No.(s)

75/155,931 75/177,862 75/155,934 74/367,832
74/083,096

B. Trademark No.(s)

2,093,463 1,777,104 1,914,102 1,662,877 1,138,279
1,867,517 1,867,518 1,866,267 1,899,671 1,855,367
1,823,909 1,316,136 1,842,727 897,521 1,316,135

..... Additional numbers attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Nora A. Whitescarver

Internal Address: Mayer, Brown & Platt

Street Address: 2000 Pennsylvania Avenue, NW

Suite 3900

City: Washington State: DC ZIP: 20006

6. Total number of applications and trademarks involved: 20

7. Total fee (37 CFR 3.41): \$515.00

Enclosed (Check No. 16139)

Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

10/19/1998 T 0111

0000067 2093463

DO NOT USE THIS SPACE

01 FC:481
02 FC:482

40.00 OP
475.00 OP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Nora A. Whitescarver
Name of Person Signing

Nora A. Whitescarver
Signature

October 14, 1998
Date

Total number of pages comprising cover sheet and document attachments: 12

TRADEMARK
REEL: 1800 FRAME: 0483

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of July 29, 1998, is made between THE TITAN CORPORATION, a Delaware corporation (the "Grantor"), and THE BANK OF NOVA SCOTIA ("Scotiabank"), as Administrative Agent (the "Administrative Agent") for each of the Secured Parties;

W I T N E S S E T H :

WHEREAS, pursuant to a Credit Agreement, dated as of July 29, 1998 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, the various financial institutions as are or may become parties thereto (the "Lenders"), Scotiabank, as Administrative Agent for the Lenders (the "Administrative Agent") and Imperial Bank, as Documentation Agent, the Lenders have extended Commitments to make Credit Extensions to the Grantor;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Borrower Security Agreement, dated as of July 29, 1998 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, as a condition precedent to the making of the Credit Extensions (including the initial Credit Extension) under the Credit Agreement, the Grantor is required to execute and deliver this Security Agreement; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Security Agreement;

NOW THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Lenders and the Issuers to make Credit Extensions (including the initial Credit Extension) to the Grantor pursuant to the Credit Agreement, the Grantor agrees, for the benefit of each Secured Party, as follows.

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Secured Obligations, the Grantor does hereby mortgage, pledge and hypothecate to the Administrative Agent, and grant to the Administrative Agent a security interest in, for its benefit and the benefit of each Secured Party, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing by it:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Attachment 1 attached hereto;

(b) all Trademark licenses, including each Trademark license referred to in Attachment 1 attached hereto;

(c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Attachment 1 attached hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the benefit of each Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the

Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon the Termination Date, the Administrative Agent shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.


SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.


SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

THE TITAN CORPORATION

By 
Name: Iva Finlay
Title: Sr. VP, General Counsel and Secretary

THE BANK OF NOVA SCOTIA, as
Administrative Agent

By 
Name: Christopher Osborn
Title: Relationship Manager

Trademark Activity

Name/Mark	Registrant	First Use	Description	Type of Commerce	Serial Number	Filing Date	Reg. No. Reg. Date	Renewal Due
MARVL	The Titan Corporation		Distance Measuring Equipment, namely, Laser Transmitter and Receiver and Signal Processor		74/672,603	5/11/95	2,093,463	
							9/2/97	
							File 21-84	Note
NETPUMP	The Titan Corporation		Computer software and Computer hardware for use in information management and delivery		75/155931	08/26/96		
PC-MOTION	The Titan Corporation		International Class 9 Computer software for a multimedia presentation system.	Interstate Commerce	74/267,107	4/20/92	1,777,104	6/15/99
							6/15/93	
							File 21-101	Note
Positcomm	The Titan Corporation	8/1/93	International Class 9 Electronic data processing and communication apparatus.		74,298,795	7/28/92	1,914,102	8/22/01
							8/22/95	
							File 41-248-A	Note
SEA-LINK	The Titan Corporation		Satellite Communications Software and Apparatus, namely modems, antennas, radomes, antenna control units, amplifiers, servo electronics units, up converters, down converters, multiplexers, control interface units and operator interface units.		75/177,862	10/02/96		
							File 21-102	Note
Service "Titan"	The Titan Corporation	Dec-89	International Class 42 Consulting services in the field of education, business administration and instructional management consulting, applied technology consulting and support and systems integration.	Interstate Commerce	74/118944	11/23/90	1,662,877	10/29/97
							10/29/91	
							File 21-2	Note

Trademark Activity

Name/Mark	Registrant	First Use	Description	Type of Commerce	Serial Number	Filing Date	Reg. No. Reg. Date	Renewal Due
SERVNOW/Net Technologies, Inc.	The Titan Corporation		Computer software and computer hardware for use in information management and delivery. Custom design of computer software for use in information management and delivery; maintenance of computer software used for information management and delivery; systems integration in the field of computerized information management and delivery; and consulting services in the field of computerized information management and delivery.		75/155934	8/26/96	File 21-100	Note
STARDYNE	The Titan Corporation				73/195987	12/7/78	1,138,279	
							7/29/80	
STARLIFE	The Titan Corporation	10/29/93	Class 9 Computer software for use in computer-aided engineering, namely structural analysis and engineering.		74/367,833	3/15/93	1,867,517	12/13/00
							12/13/94	
STARMAP	The Titan Corporation	04/30/93	Class 9 Computer software for use in computer-aided engineering, namely structural analysis and engineering.		74/367,834	3/15/93	File 21-38	Note
							1,867,518	12/13/00
STARNIKE	The Titan Corporation		Class 9 Computer software for use in computer-aided engineering, namely structural analysis and engineering.		74/367,832	3/15/93	File 21-40	Note
STARTOPAZ	The Titan Corporation	4/5/94	Class 9 Computer software for use in computer-aided engineering, namely structural analysis and engineering.		74/368,848	3/18/93	File 21-42	Note
							1,866,267	12/6/00
							File 21-41	Note

Trademark Activity

Name/Mark	Registrant	First Use	Description	Type of Commerce	Serial Number	Filing Date	Reg. No. Reg. Date	Renewal Due
STARZONE	The Titan Corporation	12/01/93			74/404,025	6/21/93	1,899,671 06/13/95	06/13/01
SUREBEAM SM	The Titan Corporation		International Class 40 Material Irradiation services.		74/343,422	12/28/92	File 21-44	9/20/00
							1,855,367	
							9/20/94	
							File 21-36-A	Note

Trademark Activity

Name/Mark	Registrant	First Use	Description	Type of Commerce	Serial Number	Filing Date	Reg. No. Reg. Date	Renewal Due
Titan and Design	The Titan Corporation	1989	International Class 9 Display testing system; voltage doublers; light gas guns; solid propellant guns; cold gas guns; X-ray intervalometers, magnetic detector intervalometers, hall velocity measurement systems, computers and computer components; computer software; pulse generation systems, electronic integrators, button shunts, repair shunts, shunts, vacuum voltage monitors, spark gap switches, pulse amplifiers, current monitors; beta ray E-beam sterilization systems; lasers, excimer lasers, X-ray pre-ionizers, electron accelerators. Custom design and development of display testing systems; consulting services in the field of display testing systems; custom design and development of real time computer systems and video capture and transmission systems; consulting services in the field of communications designing computer hardware and software to the order and/or specifications of others; consulting services and research and development services in the fields of space systems, weapons systems, program policy and analysis, surveillance and warning systems, advanced automation systems, advanced technology development, and command, control and intelligence and research and development services in the field of communications.		74/083096	7/30/90		
							<p style="text-align: center;">Note (New filing to Update Trademark Coverage)</p>	

Trademark Activity

Name/Mark	Registrant	First Use	Description	Type of Commerce	Serial Number	Filing Date	Reg. No. Reg. Date	Renewal Due
Titan and Design Continued	The Titan Corporation		Class 42 Custom design and development of display testing systems; consulting services in the field of display testing systems; custom design and development of real time computer systems and video capture and transmission systems; consulting services in the field of communications designing computer hardware and software to the order and/or specifications of others; consulting services and research and development services in the fields of space systems, weapons systems, program policy and analysis, surveillance and warning systems, advanced automation systems, advanced technology development, and command, control and intelligence and research and development services in the field of communications.					
TITAN SCAN SM	The Titan Corporation		International Class 40 Material irradiation services.		74/298,563	7/27/92	1,823,909 2/22/94	2/22/00
"Titan" Service	The Titan Corporation	5/14/81	Class 38 U.S. Class 104 Consulting Services in Communications Class 42 U.S. Class 100 Designing computer hardware and software to order and/or specifications of others; consulting services and research and development services in the fields of space systems, weapons systems, program policy and analysis, surveillance and warning systems, advance automation systems, advanced technology development, and command, control and intelligence and research and development services in the field of communications.		417,433	3/15/83	File 21-28	
							1,316,136	
							1/22/85	
							Note Declaration SEC 8+15, Accepted: 11/19/90	

Trademark Activity

Name/Mark	Registrant	First Use	Description	Type of Commerce	Serial Number	Filing Date	Reg. No. Reg. Date	Renewal Due
TITAN TECCOM TM & SM	The Titan Corporation	12/20/90	International Class 9 Computer software and computer network interface apparatus. (First Use: 12/20/93) International Class 42 Consulting services and research, design and development services in the field of computer network interface communications.	U.S. Commerce	74/335, 140	11/27/92	1,842,727 7/5/94	7/5/00
							File 21-32	Note

Trademark Activity

Name/Mark	Registrant	First Use	Description	Type of Commerce	Serial Number	Filing Date	Reg. No. Reg. Date	Renewal Due
A.R.A.P.	The Titan Corporation (by Merger)		International Class 42 Consulting services in the fields of aeronautical and astronautical engineering computer science, physics, properties and testing of materials.				897,521 8/25/70	8/25/90
Service "Titan" (and Design) Titan (and design) Service Mark	The Titan Corporation (by Merger)		Class 38 U.S. Class 104 Consulting Services in Communications Class 42 U.S. Class 100 Designing computer hardware and software to the order and/or specifications of others; consulting services and research and development services in the fields of space systems, weapons systems, program policy and analysis, surveillance and warning systems, advance automation systems, advanced technology development, and command, control and intelligence and research and development services in the field of communications.	7/13/90	417,432	3/15/83	1,316,135 1/22/85	1/22/05