

10-19-1998

Form PTO-1594

(Rev 6-93)



HEET

U.S. Department of Commerce

Y

Patent and Trademark Office

To the Honorable Commis

100852338

Attached original documents or copy thereof.

MRD 10-14-98

1. Name of conveying party(ies):

HORIZONS TECHNOLOGY, INC.  
3033 Science Park Road  
San Diego, CA 92101

- 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)

75/166,049 74/324,983 74/583,537

B. Trademark No.(s)

1,707,593	1,722,857	1,830,195	1,427,941	1,830,194
1,704,136	1,898,000	2,000,203	1,940,080	1,928,374
1,941,235	1,709,202	1,935,741	1,660,274	2,006,445
1,682,343	1,794,115	1,761,970	1,839,852	1,822,423
2,048,158	1,816,348	1,852,892		

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: 26

7. Total fee (37 CFR 3.41): \$665.00

Enclosed (Check No. 16137)

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 T111 0000066 1707593

01 FC:481  
02 FC:482

40.00 BP  
625.00 BP

DO NOT USE THIS SPACE

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: 10

TRADEMARK  
REEL: 1800 FRAME: 0498

TRADEMARK SECURITY AGREEMENT

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

WITNESSETH :

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 TITAN CORPORATION, a Delaware corporation, (the "Borrower"), the various financial institutions as are or may become parties thereto (the "Lenders"), Scotiabank, as administrative agent (the "Administrative Agent"), and Imperial Bank, as Documentation Agent, the Lenders and the Issuers have extended Commitments to make Credit Extensions to the Borrower;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Subsidiary 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;

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

WHEREAS, it is in the best interests of the Grantor to execute this Security Agreement inasmuch as the Grantor will derive substantial direct and indirect benefits from the Credit Extensions made from time to time to the Borrower by the Lenders and the Issuers pursuant to the Credit 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 Borrower 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.

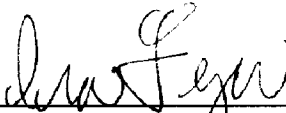
SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (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.

HORIZONS TECHNOLOGY, INC.

By   
Name: Iain Frazer  
Title: Assistant Secretary

THE BANK OF NOVA SCOTIA, as  
Administrative Agent

By   
Name: Christopher Osburn  
Title: Relationship Manager

# Trademark Activity

Name/Mark	Registrant	First Use	Description	Type of Commerce	Serial Number	Filing Date	Reg. No. Reg. Date	Renewal Due
Fuzzy Search Engine	Horizons Technology, Inc.		Computer software for use in the field of full text retrieval	Int'l: 9 US: 38	74-084,807	8/3/90	1,707,593 8/11/92 Note First use 9/90. Exact date unknown	
Horizons.com	Horizons Technology, Inc.	4/8/93	Goods/services: Providing computerized mapping, networking and software design services and information related thereto via a global computer information network.	Int'l: 42	75-166,049	9/12/96		
Horizons Technology, Inc.	Horizons Technology, Inc.	8/28/84	Research and development, design, and consulting services in the field of computer systems and software	Int'l: 42 US: 100,101	74-248,408	2/21/92	1,722,857 10/6/92	
Horizons Technology, Inc.	Horizons Technology, Inc.	8/28/84	Computer hardware, computer software for use in multimedia, mapping, compression, network management, information retrieved and processing, graphics, data processing, and information management and storage programs for use in the field of business applications	Int'l: 9 US: 26, 38	74-359,505	2/16/93	1,830,195 4/12/94	
Horizons Technology, Inc. HTI and Design	Horizons Technology, Inc.	8/28/84	Research and development, design, and consulting services in the field of computer systems and software	Int'l: 42 US: 100, 101	73-600,341	5/23/86	1,427,941 2/3/87	
Horizons Technology, Inc. HTI and design	Horizons Technology, Inc.	8/28/84	Computer hardware, computer software for use in multimedia, mapping, compression, network management, information retrieved and processing, graphics, data processing, and information management and storage programs for use in the field of business applications.	Int'l: 9 US: 26, 38	74-359,504	2/16/93	1,830,194 4/12/94	

# Trademark Activity

Name/Mark	Registrant	First Use	Description	Type of Commerce	Serial Number	Filing Date	Reg. No. Reg. Date	Renewal Due
Lan Auditor	Horizons Technology, Inc.		Computer programs for creating and maintaining an inventory of the hardware use in conjunction with a local area network.	Int'l: 9 US: 38	74-082,824	7/30/90	1,704,136	
								<b>Note</b> First use 7/90. Exact date unknown. Involved in GDS dispute
Lanexpert!	Horizons Technology, Inc.		Computer programs for a personal computer used in the fields of networking local area network and wide area network configuration, administration, management, performance, auditing and monitoring; networking operating systems and application development; and network programming and instructional manuals distributed therewith.	Int'l: 9 US: 21, 23, 26, 36, 38	74-356,404	2/8/93	1,898,000 6/6/95	
								<b>Note</b> Involved in GDS dispute
Lanrecord	Horizons Technology, Inc.	9/28/95	Computer software for use in metering software usage.	Int'l: 8 US: 21, 23, 26, 36, 38	74-488,568	2/9/94	2,000,203 9/10/96	First Use year 1993 - Date unknown
								<b>Note</b> Involved in GDS dispute
Lanshadow	Horizons Technology, Inc.		Computer programs for use in disaster recovery, fault tolerance and backup solutions	Int'l: 9 US: 21, 23, 26, 36, 38	74-626,265	2/27/95	1,940,080 12/5/95	
								<b>Note</b> Involved in GDS Dispute
Lantrack	Horizons Technology, Inc.		Computer software used as file server performance monitor.	Int'l: 9 US: 21, 23, 26, 36, 38	74-602,752	11/23/94	1,928,374 10/17/95	First Use 1989. Exact date unknown
								<b>Note</b> Involved in GDS dispute
								First Use 1989. Exact date unknown

# Trademark Activity

Name/Mark	Registrant	First Use	Description	Type of Commerce	Serial Number	Filing Date	Reg. No. Reg. Date	Renewal Due
Lantrail	Horizons Technology, Inc.		Computer programs for use in trouble-shooting and maintaining security on a computer network.	Int'l: 9 US: 21, 23, 26, 36, 38	74-626,264	1/27/95	1,941,235 12/12/95	
								Note Involved in GDS Dispute
Micro Auditor	Horizons Technology, Inc.	8/1/90	Computer programs for creating and maintaining an inventory of the hardware used in conjunction with a computer system	Int'l: 9 US: 38	74-082,728	7/30/90	1,709,202	
Open!Capture	Horizons Technology, Inc.		Computer hardware and computer software for use in collecting, and gathering information comprising, video, audio, digital sensory data, maps, engineering drawings	Int'l: 9 US: 26, 38	74-324,983	10/23/92		
								Note Pending
Open!Info	Horizons Technology, Inc.		Computer software for multimedia database retrieval, maintenance and report generation	Int'l: 9 US: 21, 23, 26, 36, 38	74-583,537	10/7/94		
								Note Pending
Open!Info Manager	Horizons Technology, Inc.	5/8/95	Computer hardware and software component for multimedia database retrieval, maintenance and report generation.	Int'l: 9 US: 21, 23, 26, 36, 38	74-297-328	7/24/92	1,935,741 11/14/95	
Power!Control	Horizons Technology, Inc.	11/28/89	Computer software for selection of computer programs to be used in the computer	Int'l: 9 US: 38	74-001,870	11/16/89	1,660,274 10/8/91	
Power!Media	Horizons Technology, Inc.	6/19/96	Computer software for use in multimedia application development	Int'l: 9 US: 21, 23, 26, 36, 38	74-277,498	5/21/92	2,006,445 10/8/96	
Power!Search	Horizons Technology, Inc.	9/1/90		Int'l: 9 US: 38	74-026-133	2/6/90	1,682,343	



# Trademark Activity

Name/Mark	Registrant	First Use	Description	Type of Commerce	Serial Number	Filing Date	Reg. No. Reg. Date	Renewal Due
Power!signature	Horizons Technology, Inc.		Computer software for use in electro-optical infra-red identification	Int'l: 9 US: 38	74-092,691	8/30/90	1,794,115 9/21/93	
							<b>Note</b> First Use 2/92. Exact date unknown	
Power!TESTDSU	Horizons Technology, Inc.		Computer programs for use in manipulating date for use in standard format.	Int'l: 9 US: 38	74-082,825	7/30/90	1,761,970 3/30/93	
							<b>Note</b> First use April 1990. Exact date unknown.	
Power!Video	Horizons Technology, Inc.		Computer software in the field of interactive monitor displays for use in digital data compression	Int'l: 9 US: 38	74-026,128	2/6/90	1,839,852	
							<b>Note</b> First use 2/93. Exact date unknown.	
Sure!Maps	Horizons Technology, Inc.		Computer software for use in the geographic representation of information	Int'l: 9 US: 38	74-324,981	10/23/92	1,822,423 2/22/94	
							<b>Note</b> First use 11/92. Exact date unknown.	
The Bagel	Horizons Technology, Inc.	7/15/96	Encrypted CD-ROM used in connection with the demonstration and sale of computer software.	Int'l: 9 US: 21, 23, 26, 36, 38	74-610-289	12/9/94	2,048,158 3/25/97	
The Intelligent Navigator	Horizons Technology, Inc.		Computer software for use in the field of creating a computer interface that matches patterns and collates input for algorithms	Int'l: 9 US: 38	74-034,038	3/2/90	1,816,348	
							<b>Note</b> First use 6/93. Exact date unknown	

# Trademark Activity

Name/Mark	Registrant	First Use	Description	Type of Commerce	Serial Number	Filing Date	Reg. No. Reg. Date	Renewal Due
XactMap	Horizons Technology, Inc.	4/20/92	Computer software for use in building a full-function geographic information system	Int'l: 9 US 38	74-111,007	10/31/90	1,852,892  9/6/94	