

11-16-1998



FRONT SHEET  
ONLY

OMB No. 0651-0011 (exp. 4/94)

100877922

11-6-98

Tab settings

To The Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
**Science Applications International Corporation**  
 10260 Campus Point Drive  
 San Diego, California 92121

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State DE  
 Other \_\_\_\_\_

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

2. Name and address of receiving party(ies)  
 Name: **ODS Networks, Inc.**  
 Internal Address:  
 Street Address: **1101 E. Arapaho Road**  
 City: **Richardson**      State: **TX**      ZIP: **75081**

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State DE  
 Other \_\_\_\_\_

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

3. Nature of conveyance:

Assignment                       Merger  
 Security Agreement               Change of Name  
 Other \_\_\_\_\_

Execution Date: 09/25/98

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) **2,085,833**

Additional numbers attached?  Yes  No

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

Name: **BENJAMIN HUANG**  
 Internal Address:  
 Street Address: **301 Congress Ave., Ste. 1200**  
 City: **Austin**      State: **TX**      ZIP: **78701**

6. Total number of applications and registrations involved: ..... 1

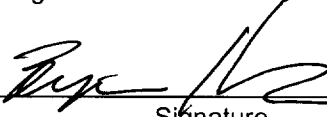
7. Total fee (37 CFR 3.41).....\$**40.00**  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
 \_\_\_\_\_

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

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.*

**BENJAMIN HUANG**  11/2/98

Name of Person Signing                      Signature                      Date

Total number of pages including cover sheet, attachments, and document: 8

Mail documents to be recorded with required cover sheet information to  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

TRADEMARK  
REEL: 1812 FRAME: 0382



**PATENT, COPYRIGHT AND TRADEMARK ASSIGNMENT**

THIS PATENT, COPYRIGHT AND TRADEMARK ASSIGNMENT ("Assignment"), dated as of September 25, 1998, is made between **Science Applications International Corporation**, a Delaware corporation doing business at 10260 Campus Point Drive, San Diego, California 92121 ("SAIC") and **ODS Networks, Inc.**, a Delaware corporation doing business at 1101 E. Arapaho Road, Richardson, Texas 75081 ("ODS").

WHEREAS, SAIC and ODS are parties to an Asset and Securities Purchase Agreement dated September 25, 1998 (the "Agreement"), which Agreement provides, among other things, for the assignment by SAIC to ODS of SAIC's registered trademark "CMDS" and logo (United States Reg. No. 2,085,833); SAIC's patent application presently pending in the United States Patent and Trademark Office (No. 09/092,660) and all of SAIC's right, title and interest, if any, in and to the software programs on the CD-ROMs attached as Exhibit 1.1 (a) to the Asset and Securities Purchase Agreement of even date herewith between the parties that are also known as "Computer Misuse and Detection System" ("CMDS"), "Vulnerability Assessment System" ("VAS"), "Audit Monitoring and Intrusion Detection System" ("AMIDS"), "Malicious Code Detection and Eradication System" ("MCDES") and the documentation pertaining to each of the foregoing software programs (collectively, the "Software"). Accordingly, SAIC and ODS hereby agree as follows:

1. ASSIGNMENT. SAIC hereby assigns, transfers and conveys and grants to ODS, all of SAIC's right, title and interest worldwide, if any, in, to and under the following property, whether now existing or owned or hereafter acquired, developed or arising:
  - (a) the patent application described in Schedule A hereto and all reissues, divisions, continuations, renewals, extensions, re-examinations and continuation in-part- thereof ("Patent Application");
  - (b) the registered trademark described in Schedule B hereto ("Trademark");
  - (c) the entire goodwill of or associated with the businesses now or hereafter conducted by SAIC connected with and symbolized by the Trademark; and
  - (d) all copyrights to the Software vested in SAIC, domestic or foreign, and all rights to sue for any past, present or future infringement or unconsented use of such rights in and/or to the Software.
  
2. ARBITRATION OF DISPUTES. The parties agree that any controversy or claim (whether such controversy or claim is based upon or sounds in statute, contract, tort or otherwise) arising out of or relating to this Agreement, any performance or dealings between the parties, or any dispute arising out of the interpretation or application of this Agreement, which the parties are not able to resolve, shall be settled exclusively by arbitration in Dallas, Texas by

a single arbitrator pursuant to the American Arbitration Association's Commercial Arbitration Rules then in effect and judgment upon the award rendered by the arbitrator shall be entered in any court having jurisdiction thereof and such arbitrator shall have the authority to grant injunctive relief in a form similar to that which a court of law would otherwise grant. The arbitrator shall be chosen from a panel of licensed attorneys having at least fifteen (15) years of professional experience who are familiar with the subject matter of this Agreement. The arbitrator shall be appointed within thirty (30) days of the date the demand for arbitration was sent to the other party. Discovery shall be permitted in accordance with the Federal Rules of Civil Procedure. If an arbitration proceeding is brought pursuant to this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and necessary disbursements incurred in addition to any other relief to which such party may be entitled.

3. CHOICE OF LAW. The Agreement and the performance or breach thereof shall be governed by and interpreted as to substantive matters in accordance with the applicable laws of the State of Delaware (excluding its choice of law rules).
4. WAIVER. No waiver of, no delay in the exercise of, and no omission to exercise any rights or remedies by either party shall be construed as a waiver by such party of any other rights or remedies that such party may have under this Agreement.
5. NOTICE. Unless otherwise specified herein, any notice required or permitted to be given under this Agreement shall be sufficient, if in writing, and shall be deemed to be fully given if personally delivered, if sent by registered mail, by facsimile with an original copy by regular mail, or by telex with receipt acknowledged, to the following addresses:

If to SAIC, to:

Douglas M. Schrier, Senior Vice President  
Science Applications International Corporation  
10260 Campus Point Drive, M/S L5-A  
San Diego CA 92121  
FAX: 619-546-6980

With a copy to:

Kevin A. Werner, Esq.  
Associate General Counsel  
Science Applications International Corporation  
10260 Campus Point Drive, M/S F3  
San Diego CA 92121  
FAX: 619-535-7992

If to ODS, to:

G. Ward Paxton  
Chairman, President and Chief Executive Officer  
ODS Networks, Inc.  
1101 E. Arapaho Road  
Richardson, Texas 75081  
FAX: 972-301-3841

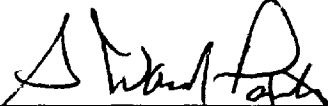
The foregoing addresses and individuals may be changed by either party by giving to the other party prior written notice of any such change.

- 6.. THIRD PARTIES. Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person or corporation other than the parties hereto and their successors or assigns, any rights or remedies under or by reason of this Agreement.
7. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and may only be modified by a written instrument executed by an authorized officer of both parties. All proposals, negotiations and representations (if any) made prior, and with reference to the subject matter of this Agreement, are merged herein. This Agreement may be executed in two (2) or more counterparts and each counterpart will be deemed an original, but all counterparts together will constitute a single instrument. This Agreement has been negotiated by the parties and their respective counsel and will be interpreted fairly in accordance with its terms and without any strict construction in favor of or against either party. Neither SAIC nor ODS shall be bound by any oral agreement or representation, irrespective of when made.

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


**ODS**

**ODS Networks, Inc.**

By:   
Name: Ge. WARD PAXTON  
Title: PRESIDENT & CEO

**SAIC**

**Science Applications International Corporation**

By:   
Name: Douglas M. Schrier  
Title: Senior Vice President

**SCHEDULE A**

**Patent Application of SAIC**

**Patent Application**

**09/092,660**

**SCHEDULE B**

**Registered Trademarks of SAIC**

**U.S. Registration Number**

**2,085,833**