

07-15-1999

7-7-99



To the Honorable Commissioner of

original documents or copy thereof.

101091823

1. Name of conveying party(ies):

Horizons Technology, Inc
3033 Science Park Road
San Diego, California 92121

- Individual(s)
- General Partnership
- Corporation
- Other

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

3. Nature of conveyance:

- Assignment
- Security Agreement (Supplement)
- Other
- Merger
- Change of Name

Execution Date: June 9, 1999

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
- 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)

75/521,652

B. Trademark No.(s)

1,887,786

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: 2

7. Total fee (37 CFR 3.41): \$65.00

Enclosed (Check No. 17745)

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.

Nora A. Whitescarver
Name of Person Signing

July 7, 1999,
Date

Total number of pages comprising cover sheet and document attachments: 6

07/14/1999 MTHAI1 00000218 75521652

01 FC:481
02 FC:482

40.00 OP
25.00 OP

SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT (this "Supplement"), dated as of June 9, 1999, between the undersigned Subsidiary (a "Subsidiary Grantor" and a "Grantor") of The Titan Corporation, a Delaware corporation (the "Borrower") and The Bank of Nova Scotia ("Scotiabank"), as administrative agent (in such capacity, the "Administrative Agent") for each of the Secured Parties from time to time parties to the Credit Agreement, dated as of July 29, 1998 (as amended and restated by the Amended and Restated Credit Agreement, dated as of June 9, 1999, and as the same may be otherwise amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement") among the Borrower, the various financial institutions as are or may become parties thereto (the "Lenders"), Scotiabank, as Administrative Agent, and Imperial Bank, as Documentation Agent. Unless otherwise defined herein or the context otherwise requires, terms used in this Supplement shall have the meanings provided or incorporated by reference in the Trademark Security Agreement (as defined below).

WITNESSETH

WHEREAS, pursuant to the Credit Agreement, the Lenders severally agreed to make Credit Extensions to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, as a condition precedent to (a) the obligation of the Lenders to continue to make their respective Credit Extensions to the Borrower under the Credit Agreement, and (b) the effectiveness of the agreements set forth in the Credit Agreement, the Subsidiary Grantor executed and delivered a Trademark Security Agreement dated July 29, 1998 (the "Trademark Security Agreement") to the Administrative Agent for the ratable benefit of the Secured Parties;

WHEREAS, pursuant to the Trademark Security Agreement, the parties agreed to take actions and make filings and, in furtherance of the foregoing, the parties have agreed to supplement the Trademark Security Agreement as further set forth herein;

NOW THEREFORE, for valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees with the Administrative Agent, for the ratable benefit of the Secured Parties, that the Trademark Security Agreement shall be supplemented as follows:

1. **GRANT OF SECURITY INTEREST.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the 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, 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.

2. **SECURITY AGREEMENT.** This Supplement 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. 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 Trademark Security Agreement. The Trademark 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.

3. **MISCELLANEOUS.**

(a) **Successors and Assigns.** This Supplement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(b) **Full Force and Effect; Limited Supplement.** Except as expressly supplemented hereby, the Trademark Security Agreement shall remain unchanged and shall continue to be, and shall remain, in full force and effect in accordance with its terms.

(c) **Loan Document, etc.** This Supplement constitutes 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.

(d) **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 Trademark 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.

(e) **Counterparts.** This Supplement 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.


(f) **Severability.** In the event any one or more of the provisions contained in this Supplement should be held invalid, illegal or enforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired.

(g) **Fees.** Without limiting the provisions of the Credit Agreement (or any other Loan Document, including the Trademark Security Agreement), the undersigned agrees to reimburse the Administrative Agent for its reasonable out-of-pocket expenses in connection with this Supplement, including reasonable attorneys' fees and expenses of the Administrative Agent.

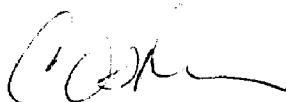
(h) **Governing Law.** **THIS SUPPLEMENT SHALL BE DEEMED TO BE A CONTRACT MADE UNDER AND GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

IN WITNESS WHEREOF, the undersigned has caused this Supplement to be duly executed and delivered as of the date first above written.

HORIZONS TECHNOLOGY, INC.

By 
Name: Ira Fiddler
Title: Secretary

THE BANK OF NOVA SCOTIA, as
Administrative Agent

By 
Name: Chris Osborn
Title: Relationship Manager

ATTACHMENT I
to Supplement to Trademark Security Agreement
(Horizons Technology, Inc.)

HORIZONS TECHNOLOGY, INC.

TRADEMARKS

OWNER	MARK	SERIAL/ REGISTRA- TION #	DATE OF FIRST USE	STATUS	GOODS AND SERVICES	INTERNATIONAL CLASS
Horizons Technology, Inc.	(Design only)	1887786	11/91	Registered	Computer programs for creating and maintaining an inventory of the hardware used in conjunction with a local area network	9
Horizons Technology, Inc.	HORIZONMAPS (Pseudo Mark: HORIZON MAPS)	75-521652		Pending - Initialized (Filed 7/20/98)	Computer software for the creation and downloading of typographical maps.	9, 16

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