

N/A
84.99



08-06-1999



101112519

**RECORDATION FORM COVER SHEET
TRADEMARKS**

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

1. Name of conveying party: Atlantic Aerospace Electronics Corporation 6404 Ivy Lane, Suite 300 Greenbelt, MD 20770	2. Name and address of receiving party: The Bank of Nova Scotia, as Administrative Agent 600 Peachtree Street, N.E., Suite 2700 Atlanta, GA 30308
--	--

3. Nature of Conveyance:
Trademark Security Agreement

Execution Date: July 22, 1999

4. Application numbers and trademark numbers:

A. Trademark Application Nos. N/A	B. Trademark Registration Nos. Serial No. 74/588015
--	--

5. Name and address of party to whom correspondence concerning document should be mailed: Nora Whitescarver, Paralegal Mayer, Brown & Platt 1909 K Street, N.W. Washington, D.C. 20006	6. Total number of applications and registrations involved: One (1)
--	---

7. Total fee: \$ 40.00 (enclosed)
--

8. Deposit Account Number: N/A

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.

Regina O'Flaherty	<i>Regina O'Flaherty</i>	Aug. 4, 1999
Name of Person Signing	Signature	Date

TOTAL NUMBER OF PAGES COMPRISING COVER SHEET: 1

(08/05/1999 DWGUYEN 00000225 74588015
01 FC:481 40.00 00)

54124566.1 80499 1123E 98456098

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of July 22, 1999, is made between ATLANTIC AEROSPACE ELECTRONICS CORPORATION, a Delaware corporation (the "Grantor"), and THE BANK OF NOVA SCOTIA, as Administrative Agent (the "Administrative Agent") for each of the Secured Parties;

WITNESSETH:

WHEREAS, pursuant to an Amended and Restated Credit Agreement, dated as of June 9, 1999 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Amended and Restated Credit Agreement"), among THE TITAN CORPORATION, a Delaware corporation, (the "Borrower"), the various financial institutions as are or may become parties thereto (the "Lenders"), 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 Consent dated as of July 22, 1999 (the "Consent"), between the Borrower and the Lenders party thereto, delivered in connection with the Amended and Restated Credit Agreement, the Grantor has become a party to the Subsidiary Security Agreement, dated as of July 29, 1998, and has executed and delivered a Supplement to Subsidiary Security Agreement dated as of July 22, 1999 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, as a condition precedent to granting the consent to the Merger (as defined in the Consent) and to the making of the Credit Extensions (including the initial Credit Extension) under the Amended and Restated 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 Amended and Restated 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 Amended and Restated 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 Amended and Restated Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Amended and Restated 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.

ATLANTIC AEROSPACE
ELECTRONICS CORPORATION

By Ira Frazer
Name: Ira Frazer
Title: Secretary

THE BANK OF NOVA SCOTIA, as
Administrative Agent

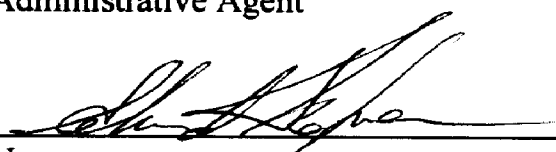
By _____
Name:
Title:

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.

ATLANTIC AEROSPACE
ELECTRONICS CORPORATION

By _____
Name:
Title:

THE BANK OF NOVA SCOTIA, as
Administrative Agent

By  _____
Name: Ed Kofman
Title: Relationship Manager

ATLANTIC AEROSPACE ELECTRONICS CORPORATION

TRADEMARKS

OWNER	MARK	Serial No./ Registration No.	Date of First Use	Status	Goods and Services	International Class
Atlantic Aerospace Electronics Corporation	META MATRIX TOOLBOX	Serial No. 74/588015 Filed 10/20/94 I952685	Retistered on 1/30/96			