

07-03-2000



OPER/FINANCE

101394393

5.19.00

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other

Citizenship/State of Incorporation/Organization

06/30/2000 DNGUYEN 00000252 192385 75388796

FOR OFFICE USE ONLY

01 FC:481 40.00 CH
02 FC:482 100.00 CH

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name Elaine D. Ziff, Esq.

Address (line 1) Skadden, Arps, Slate, Meagher & Flom LLP

Address (line 2) Four Times Square

Address (line 3) New York, NY 10036-6522

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number (212) 735-2656

Name Elaine D. Ziff, Esq.

Address (line 1) Skadden, Arps, Slate, Meagher & Flom LLP

Address (line 2) Four Times Square

Address (line 3) New York, NY 10036-6522

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments.

9

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

75/388,796

2,055,913 1,482,206 1,410,192
0,893,681

Number of Properties Enter the total number of properties involved.

5

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41):

\$ 140.00

Method of Payment: Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: # 19-2385

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Elaine D. Ziff
Name of Person Signing

Elaine D Ziff
Signature

5/12/00
Date Signed

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of February 23, 2000, is made between DBA SYSTEMS, INC., a Florida corporation (the "Grantor"), and CREDIT SUISSE FIRST BOSTON ("CSFB"), 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 February 23, 2000 (as amended, restated, supplemented 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"), CSFB, as Administrative Agent, First Union Securities, Inc., as Syndication Agent, and The Bank of Nova Scotia, 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 February 23, 2000 (as amended, restated, supplemented 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 Agreement;

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

WHEREAS, it is in the best interests of the Grantor to execute this 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 Item A of Attachment 1 attached hereto;

(b) all Trademark licenses, including each Trademark license referred to in Item B of 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 Item A and Item B of 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 Grantor has caused this Subsidiary Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

DBA SYSTEMS, INC., as Grantor

By: 
Name: Ray Guillaume
Title: Assistant Treasurer

SUBSIDIARY TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 002095 FRAME: 0222

AFFIDAVIT

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES) ss.

I, Ray Guillaume, being duly sworn, do depose and say that I am the Assistant Treasurer of DBA SYSTEMS, INC., that I am authorized to execute the foregoing Subsidiary Trademark Security Agreement on behalf of said organization and that I did so by authority of the Board of Directors of said organization.



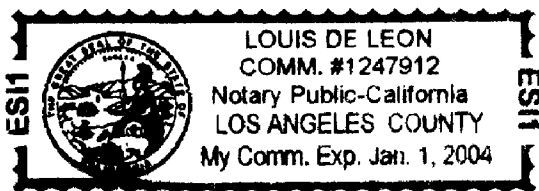
Ray Guillaume

SUBSCRIBED AND SWORN to before me on this ~~22nd~~ ^{23rd} day of


February, 2000.

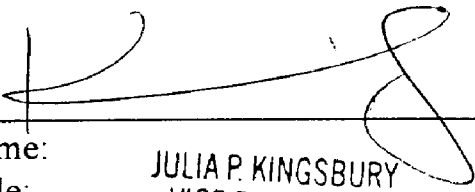


Louis De Leon



CREDIT SUISSE FIRST BOSTON, as
Administrative Agent

By 
Thomas G. Muoio
Vice President

By 
Name: JULIA P. KINGSBURY
Title: VICE PRESIDENT

SUBSIDIARY TRADEMARK SECURITY AGREEMENT

Schedule III
to Subsidiary Security Agreement

and

Attachment I to
Trademark Security Agreement

TRADEMARKS OWNED/USED BY DBA SYSTEMS, INC.

TRADEMARK

REEL: 002095 FRAME: 0225

| OWNER | MARK | SERIAL/ REGISTRA- TION NUMBER | DATE OF FIRST USE | STATUS | GOODS AND SERVICES | INT'L CLASS |
|-------------------|--|--|---|------------|--|-------------|
| DBA Systems, Inc. | ImagClear (and design) (Pseudo mark Image Clear) | 2055913 | 3/94 | Registered | Apparatus for processing x-ray generated images for medical purposes. | 9 |
| DBA Systems, Inc. | DBA (and design) | 1482206 | 4/76 | Registered | Electric target tracking systems. | 9 |
| DBA Systems, Inc. | Procolor | 1410192 | 10/31/83 | Registered | Microprocessor - Based Camera Apparatus. | 9 |
| DBA Systems, Inc. | DBA (and design) | 0893681 | 11/65 (For Class 9); 1/66 (For Class 35) | Registered | Data handling and electro-optical equipment, and computer programming and systems analysis services. | 9, 35 |
| DBA Systems, Inc. | Imag clear (Pseudo mark: Image Clear) | 75-388796 | 6/30/97 | Published | Apparatus for processing fingerprint images. | 9 |

STATE OF NEW YORK)
) ss.
BOROUGH OF MANHATTAN)

On this 22nd day of February, 2000, before me personally came Thomas Muoio and Julia Kingsbury, who being duly sworn, did depose and say that they are Vice President and Vice President, respectively, of Credit Suisse First Boston, that they are authorized to execute the foregoing Subsidiary Trademark Security Agreement on behalf of said organization and that they did so by authority of the Board of Directors of said organization.

Catherine Vapsva

Notary Public

CATHERINE VAPSYA
NOTARY PUBLIC, State of New York
No. 4977654
Qualified in Nassau County
Commission Expires Feb. 11, 2001