

10-04-2001



Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

The Titan Corporation

- Individual(s)
- General Partnership
- Corporation-State
- Other _____
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: February 23, 2000

2. Name and address of receiving party(ies)

Name: Credit Suisse First Boston

Internal Address: _____

Street Address: Eleven Madison Avenue

City: New York State: NY Zip: 10010

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other Swiss 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 registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,275,337

Additional number(s) attached Yes No

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

Name: Elaine D. Ziff

Internal Address: _____

Street Address: Skadden, Arps, Slate, Meagher & Flom LLP

Four Times Square

City: New York State: NY Zip: 10036

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40

- Enclosed
- Authorized to be charged to deposit account (including any additional required fees)

8. Deposit account number:

19-2385

(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.

Elaine D. Ziff

Name of Person Signing

Elaine D Ziff
Signature

9/25/2001
Date

16

10/03/2001 DBYRNE 0000021A 192385 2275337 Total number of pages including cover sheet, attachments, and document:

01 FC:481 40.00 CH

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

TRADEMARK
REEL: 002377 FRAME: 0423

BORROWER TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of February 23, 2000, is made between THE TITAN CORPORATION, a Delaware 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 Senior Secured Credit Agreement, dated as of February 23, 2000 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, the various financial institutions as are or may become parties thereto (the "Lenders"), CSFB, as Administrative Agent for the Lenders (the "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 Grantor;

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

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

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 I 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.

THE TITAN CORPORATION

By 
Name: Ray Guillaume
Title: Assistant Treasurer

CREDIT SUISSE FIRST
BOSTON,
as Administrative Agent

By _____
Name:
Title:

By _____
Name:
Title:

TRADEMARK SECURITY AGREEMENT

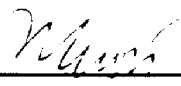
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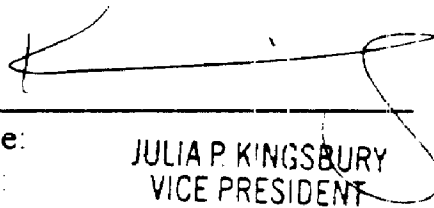
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

THE TITAN CORPORATION

By _____
Name:
Title:

CREDIT SUISSE FIRST
BOSTON,
as Administrative Agent

By 
Name: **THOMAS G. MUOIO**
Title: **VICE PRESIDENT**

By 
Name: **JULIA P. KINGSBURY**
Title: **VICE PRESIDENT**

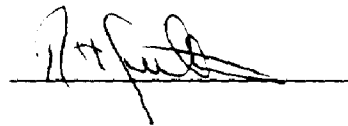
TRADEMARK SECURITY AGREEMENT

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AFFIDAVIT

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

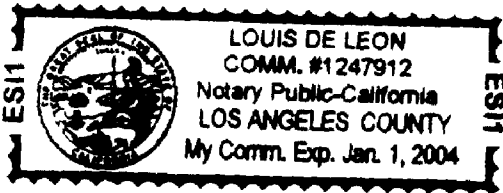
I, Ray Guillaume, being duly sworn, do depose and say that I am the Assistant Treasurer of THE TITAN CORPORATION, that I am authorized to execute the foregoing Trademark Security Agreement on behalf of said organization and that I did so by authority of the Board of Directors of said organization.



Ray Guillaume

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

February, 2000.



Louis De Leon

Schedule III
to Borrower Security Agreement
and
Attachment I
to Borrower Trademark Security Agreement

TRADEMARKS OWNED/USED BY THE TITAN CORPORATION

OWNER	MARK	SERIAL/ REGISTRA- TION NUMBER	DATE OF FIRST USE	STATUS	GOODS AND SERVICES	INT'L CLASS
The Titan Corporation	A.R.A.P.	897521	8/25/70	Registered	Consulting services in fields of aeronautical and astronomical engineering, computer science, physics, properties, and testing of materials.	42
The Titan Corporation	Marl	2093463	2/23/96	Registered	Distance measuring equipment, namely, laser transmitter and receiver and signal processor.	9
The Titan Corporation	PC-Motion	1777104	9/9/92	Registered	Computer software for multi-media presentation system.	9
The Titan Corporation	Positcomm (and design)	1914102	8/93	Registered	Telecommunication module consisting of data processor and electrical switching circuit.	9

OWNER	MARK	SERIAL/ REGISTRA- TION NUMBER	DATE OF FIRST USE	STATUS	GOODS AND SERVICES	INT'L CLASS
The Titan Corporation	Stardyne	1138279	7/67 (class 9) 7/68 (class 42)	Registered	Computer programs recorded on punched cards, magnetic tapes and magnetic disks. Also, for computer services in batch processing and time-sharing of computers.	9, 42
The Titan Corporation	Starlife	1867517	10/29/93	Registered	Computer software for use in computer aided engineering, namely, structural analysis and engineering.	9
The Titan Corporation	Starnap	1867518	4/30/93	Registered	Computer software for use in computer aided engineering, namely, structural analysis and engineering.	9
The Titan Corporation	Startopaz	1866267	4/5/94	Registered	Computer software for use in computer aided engineering, namely, structural analysis and engineering.	9
The Titan Corporation	Starzone	1899671	12/93	Registered	Computer software for use in computer aided engineering, namely, structural analysis and engineering.	9
The Titan Corporation	Surebeam	1855367	5/18/93	Registered	Irradiation processing and sterilization services.	40

OWNER	MARK	SERIAL/ REGISTRA- TION NUMBER	DATE OF FIRST USE	STATUS	GOODS AND SERVICES	INT'L CLASS
The Titan Corporation	Titan	1316136	5/14/81	Registered	Consulting services in the field of communications, designing computer hardware and software, and other consulting services.	38, 42
The Titan Corporation	Titan (and design)	1316135	8/82	Registered	Consulting services in the field of communications, designing computer hardware and software, and other consulting services.	38, 42
The Titan Corporation	Titan	1709752	1989	Registered	Video display testing units, voltage doublers, light gas guns, salad propellant guns, cold gas guns, x-ray intervalometers.	9, 42
The Titan Corporation	Titan (and design)	1662269	1989	Registered	Video display testing units, voltage doublers, light gas guns, salad propellant guns, cold gas guns, x-ray intervalometers.	9, 42
The Titan Corporation	Titan Scan	1823909	5/93	Registered	Material irradiation services.	40
The Titan Corporation	Titan Teccom	1842727	12/20/90	Registered	Computer hardware, namely, computer network interface apparatus and computer software for message processing.	9
The Titan Corporation	Video Passport	1928729	3/9/95	Registered	Television encoders and decoders, replaceable security elements of television decoders, computer software for controlling authorization of television signal decoders.	9

OWNER	MARK	SERIAL/ REGISTRATION NUMBER	DATE OF FIRST USE	STATUS	GOODS AND SERVICES	INT'L CLASS
The Titan Corporation	Sea-link	2259750	12/3/98	Registered	Satellite communications software for controlling antennae, converter, modem, etc.	9
The Titan Corporation	CCM 4000 and/or CCM 1500	N/A	N/A	Proposed	Consultation services in the field of aeronautical engineering, computer science, physics, properties, and testing of materials.	42
The Titan Corporation	CCM 4000 and/or CCM 1500	N/A	N/A	Proposed	Computer terminals	9
The Titan Corporation	Darna Link	75-683351	N/A	Pending	Computer terminals	9
The Titan Corporation	Darna Link	75-683352	N/A	Pending	Consultation services in the field of aeronautical engineering, computer science, physics, properties, and testing	42
The Titan Corporation	Express Connection	75-683357	N/A	Pending	Computer hardware and software, mainly, computers, communications terminals and modems for satellite based communication networks, and for interfacing with public switched telephone networks.	9

OWNER	MARK	SERIAL/ REGISTRA- TION NUMBER	DATE OF FIRST USE	STATUS	GOODS AND SERVICES	INT'L CLASS
The Titan Corporation	Xpress Connection	75-683476	N/A	Pending	Computer hardware and software, mainly, computers, communications terminals and modems for satellite based communication networks, and for interfacing with public switched telephone networks.	9
The Titan Corporation	Have Dama	75-683356	N/A	Pending	Computer terminals	9
The Titan Corporation	Have Dama	75-683355	N/A	Pending	Consultation services in the field of aeronautical and astronautical engineering, computer science, physics, properties and testing	42
The Titan Corporation	Cayenta	75-688592	N/A	Pending	Telecommunications Network software	9
The Titan Corporation	Cayenta	75-688591	5/12/99	Pending	Technical telecommunications consulting, enterprise network solution services	38, 42
The Titan Corporation	Mini Dama	75-683353	N/A	Pending	Computer terminals	9
The Titan Corporation	Mini Dama	75-683354	N/A	Pending	Consultation services in the field of aeronautical and astronautical engineering, computer science, physics, properties and testing	42

OWNER	MARK	SERIAL/ REGISTRATION NUMBER	DATE OF FIRST USE	STATUS	GOODS AND SERVICES	INT'L CLASS
The Titan Corporation	MIRVC	75-727442	N/A	Pending	Computer terminals	9
The Titan Corporation	Purebeam	75-683085	N/A	Pending	Irradiation processing and sterilization systems	9
The Titan Corporation	Quickvoice	75-683403	N/A	Pending	Satellite communications modems	9
The Titan Corporation	Titan	75-683086	N/A	Pending	Consulting Services in the field of education, namely, business administration and instructional management consulting, applied technology and support, and system integration and consulting.	42
The Titan Corporation	Titan (and Design)	75-683358	N/A	Pending	Consulting Services in the field of aeronautical and astronomical engineering, computer science, physics, properties and testing.	42
The Titan Corporation	Titan Linkabit	75-683479	N/A	Pending	Consulting Services in the field of aeronautical and astronomical engineering, computer science, physics, properties and testing.	42
The Titan Corporation	Titan Scan	75-683373	N/A	Pending	Consulting Services in the field of aeronautical and astronomical engineering, computer science, physics, properties and testing.	42
The Titan Corporation	Titan Wireless	N/A	N/A	Proposed	N/A	9, 42

OWNER	MARK	SERIAL/ REGISTRATION NUMBER	DATE OF FIRST USE	STATUS	GOODS AND SERVICES	INT'L CLASS
The Titan Corporation	Titan Teqcom	N/A	N/A	Proposed	Consulting services in the field of aeronautical and astronautical engineering, computer science, physics, properties and testing.	42
The Titan Corporation	MRVC	75-683477	N/A	Pending	Consultation services in the field of aeronautical and astronautical engineering, computer science, physics, properties and testing of materials	42

TRADEMARK
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Schedule II
to Borrower Security Agreement
and

ADDENDUM to Attachment I to
Trademark Security Agreement

TRADEMARKS OWNED/USED BY THE TITAN CORPORATION

Assignee	Title	Issue Date	App. Ser. No. App. Date	Country
The Titan Corporation	Pulserad	2,275,337 9/7/1999	75,357,906 9/16/1997	U.S.