

11-14-2002



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

RE 102279989 TRADEMARKS

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

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 3033 Science Park Road San Diego, CA 92121 11-7-02 Individual(s) Association General Partnership Limited Partnership Corporation-State Delaware Other Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: Wachovia Bank, N.A., as Administrative Agent Internal Address: Street Address: One Wachovia Center, DC-6 City: Charlotte State: NC Zip: 28288 Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other National Banking Association 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 Trademark Security Agreement Execution Date: May 23, 2002

4. Application number(s) or registration number(s): A. Trademark Application No.(s) SEE ATTACHED SCHEDULE B. Trademark Registration No.(s) SEE ATTACHED SCHEDULE Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Steven D. Thomas Internal Address: Moore & Van Allen, PLLC Street Address: 2200 West Main Street Suite 800 City: Durham State: NC Zip: 27705

6. Total number of applications and registrations involved: 27 7. Total fee (37 CFR 3.41) \$ 690.00 Enclosed Authorized to be charged to deposit account 8. Deposit account number: 50-2316

DO NOT USE THIS SPACE

9. Signature. Steven D. Thomas Name of Person Signing Signature Date November 7, 2002

Total number of pages including cover sheet, attachments, and document: 05

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

TRADEMARK REEL: 2615 FRAME: 0748

**The Titan Corporation
(Delaware Corporation)**

U.S. Trademarks

Registered Marks

Mark	Registration No.	Registration Date
VIDEO PASSPORT	1928729	10/17/95
EXTENDING THE TIDE	2512744	11/27/01
CAYENTA	2488471	9/11/01
CAYENTA	2424573	1/30/01
XPRESS CONNECTION	2502585	10/30/01
PULSERAD	2275337	9/7/99
SEALINK	2259750	7/6/99
MARVL	2093463	9/2/97
STARZONE	1899671	6/13/95
TITAN SCAN	1823909	2/22/94
TITAN and Design	1662269	10/29/91
TITAN	1709752	8/25/92
TITAN	1316136	1/22/85
TITAN and Design	1316135	1/22/85
TITAN LINKABIT	1819712	2/8/94
LINKABIT	1814752	1/4/94

Pending Applications

Mark	Appl. Serial No.	Filing Date
TITAN LINKABIT	75683479	4/15/99
JGRA VITY	78074176	7/16/01
YOUR FAVORITE FOODS. MADE BETTER.	76264590	5/29/01
SERVED WITH CONFIDENCE	76264589	5/29/01
SERVED WITH CONFIDENCE	76264588	5/29/01
PRECISIONSCAN	76257744	5/15/01
TITAN SCAN	76009329	3/24/00
EXPRESS CONNECTION	75683357	5/15/99
TITAN	75683086	5/15/99
PUREBEAM	75683085	5/15/99
PIXELRAY	75897303	1/18/00

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of May 23, 2002, is made between THE TITAN CORPORATION, a Delaware corporation (the "Grantor"), and WACHOVIA BANK, NATIONAL ASSOCIATION ("Wachovia"), as Administrative Agent (the "Administrative Agent") for each of the Secured Parties;

WITNESSETH:

WHEREAS, pursuant to a Senior Secured Credit Agreement, dated as of May 23, 2002 (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"), the Administrative Agent, The Bank of Nova Scotia and Comerica Bank-California, as Syndication Agents, and Branch Banking and Trust Company and Toronto Dominion (New York), Inc., as Documentation Agents, 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 May 23, 2002 (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 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.

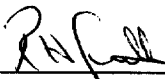
SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (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.

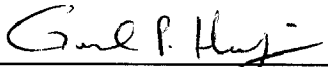
SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the 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, as Grantor

By 
Name: Ray H. Guillaume
Title: Director of Corporate Treasury

WACHOVIA BANK, NATIONAL ASSOCIATION, as
Administrative Agent

By 
Name: GERALD P. HOLLINGER
Title: VICE PRESIDENT

**The Titan Corporation
(Delaware Corporation)**

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