

11-14-2002

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



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

102280005

Tab settings

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

1. Name of conveying party(ies): Titan Systems 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) 76/360,311, 76/360,310
B. Trademark Registration No.(s)
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: 02
7. Total fee (37 CFR 3.41) \$ 65.00
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
November 7, 2002
Date
Total number of pages including cover sheet, attachments, and document: 05

OFFICE OF RECORDS
FINANCE SECTION
NOV 7 AM 7:51

11/13/2002 LNWELLER 00000253 76360311

01 FC:0521 40.00 DP
02 FC:0522 25.00 DP

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: 0760

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of May 23, 2002, is made by the Grantors (as defined in the Security Agreement referred to below) identified on the signature pages hereto, and WACHOVIA BANK, NATIONAL ASSOCIATION ("Wachovia"), as Administrative Agent (the "Administrative Agent") for each of the Secured Parties (as defined in the Credit Agreement referred to below);

W I T N E S S E T H :

WHEREAS, pursuant to a Credit Agreement, dated as of May 23, 2002 (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"), 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 Borrower;

WHEREAS, in connection with the Credit Agreement, each Grantor has executed and delivered a Subsidiary 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, each Grantor is required to execute and deliver this Agreement;

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

WHEREAS, it is in the best interests of each Grantor to execute this Agreement inasmuch as each 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, each 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, each 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 each 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 Grantors' expense, execute and deliver to the Grantors 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. Each 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.

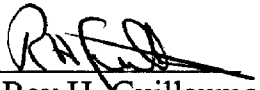
SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

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.

GRANTORS:

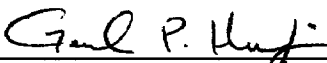
ACS Technologies, Inc.
Assist Cornerstone Technologies, Inc.
Atlantic Aerospace Electronics Corporation
AverCom Corporation
BTG Systems Engineering, Inc.
BTG Technology Resources, Inc.
BTG Technology Systems, Inc.
BTG, Inc.
C&N Enterprises, Inc.
California Tube Laboratory, Inc.
Cayenta eUtility Solutions – eMunicipal Solutions
Inc.
Cayenta Operating Company
Cayenta, Inc.
Concept Automation, Inc. of America
Datron Advanced Technologies Inc.
Datron Resources Inc.
Datron Systems Incorporated
Datron World Communications, Inc.
DBA Systems, Inc.
Delfin Systems
Delta Research Corporation
GlobalNet, Inc.
GlobalNet International, Inc.
Horizons Services Company, Inc.
Intermetrics International, Inc.
Intermetrics Securities, Inc.
J.B. Systems, Inc. d/b/a Mainsaver Corporation
Jaycor, Inc.
LinCom Corporation
Linkabit Wireless, Inc.
MERGECO, Inc.
MicroLithics Corporation
Midnight Oil Services, Inc.
MJR Associates, Inc.
Nations, Inc.
Procom Services, Inc.
Program Support Associates Inc.
Pulse Engineering, Inc.
Pulse Sciences, Inc.
Research Planning, Inc.

RW Consultants, Inc.
Sencom Corp.
STAC, Inc.
Titan Scan Technologies Corporation
Titan Systems Corporation
Titan Vigil, Inc.
Titan Wireless, Inc.
Tomotherapeutics, Inc.
Unidyne Corporation
UniVision Technologies, Inc.
VisiCom Laboratories, Inc.

All By: 
Name: Ray H. Guillaume
Title: Assistant Treasurer

ADMINISTRATIVE AGENT:

WACHOVIA BANK, NATIONAL
ASSOCIATION, as Administrative Agent

By: 
Name: GERALD P. HULLINGER
Title: VICE PRESIDENT

**Titan Systems Corporation
(Delaware Corporation)**

U.S. Trademarks

Pending Applications

Mark	Appl. Serial No.	Filing Date
RAPID RETARGETING	76-360311	1/16/02
RAPID RETARGETING	76-360310	1/16/02