

TRADEMARK ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SureBeam Corporation		04/01/2004	CORPORATION: DELAWARE
SB OperatingCo, LLC		04/01/2004	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA	
Name:	The Titan Corporation
Street Address:	3033 Science Park Road
City:	San Diego
State/Country:	CALIFORNIA
Postal Code:	92121
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Serial Number:	78253436	GRILL WITH CONFIDENCE
Serial Number:	78176790	ZAPPED FOR SURE
Serial Number:	78176789	SUREZAP
Serial Number:	78145494	BE SUREBEAM SAFE
Registration Number:	2791135	ENJOY WITH CONFIDENCE
Registration Number:	2836918	GOOD FOOD. MADE BETTER.
Registration Number:	2706573	GREAT BURGERS. MADE BETTER.
Serial Number:	76326461	SAFER FRESHER BETTER
Registration Number:	2798450	SERVE WITH CONFIDENCE
Registration Number:	2689273	SUREBEAM
Registration Number:	1855367	SUREBEAM
Registration Number:	2703919	SUREBEAM
Serial Number:	76264590	YOUR FAVORITE FOODS. MADE BETTER.
Serial Number:	78219851	SUREPASTEURIZED

OP \$415.00 78253436

Serial Number:	78219878	SUREBEAM
Serial Number:	78219872	SUREBEAM

CORRESPONDENCE DATA

Fax Number: (619)645-5380

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: khoffman@luce.com

Correspondent Name: Katherine M. Hoffman

Address Line 1: 600 West Broadway Suite 2600

Address Line 4: San Diego, CALIFORNIA 92101

ATTORNEY DOCKET NUMBER:

26015-2

NAME OF SUBMITTER:

Katherine M. Hoffman

Total Attachments: 4

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1 MARTIN A. ELIOPULOS, ESQ./Bar No. 149299
2 ALEX P. ZARCONE, ESQ./Bar No. 190612
3 HIGGS, FLETCHER & MACK LLP
4 401 West "A" Street, Suite 2600
San Diego, California 92101
(619) 236-1551

5 General Counsel for Chapter 7 Trustee
6 RICHARD M KIPPERMAN

ENTERED	4/1/04
FILED	
APR - 1 2004	
CLERK, U.S. BANKRUPTCY COURT SOUTHERN DISTRICT OF CALIFORNIA	
BY	104 DEPUTY

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8 **UNITED STATES BANKRUPTCY COURT**
9 **SOUTHERN DISTRICT OF CALIFORNIA**

10
11 In re

12 SUREBEAM CORPORATION,
13 SB OPERATINGCO, LLC

14 Debtors.

CHAPTER 7

CASE NOS. 04-00421-LA7
04-00422-LA7
(Jointly Administered)

**ORDER APPROVING COMPROMISE WITH
TITAN CORPORATION**

15
16 DATE: April 1, 2004
17 TIME: 10:30 a.m.
18 DEPT: 2
JUDGE: Hon. Louise DeCarl Adler

19 The hearing on the motion (the "Motion") of the Chapter 7 Trustee, RICHARD M
20 KIPPERMAN ("Trustee") for an order approving the settlement agreement (the "Agreement")
21 entered into between the Trustee and THE TITAN CORPORATION ("Titan") came on for
22 hearing on notice to all creditors and parties in interest in Department Two of the United States
23 Bankruptcy Court for the Southern District of California, the Bankruptcy Judge Louise DeCarl
24 Adler presiding. The Trustee appeared by his general counsel, Higgs, Fletcher & Mack LLP, by
25 Martin A. Eliopoulos. Titan appeared by its counsel Ali M. M. Mojdehi of Baker & McKenzie.
26 All other appearances are noted in the minute order records of the proceeding.

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1 This Court, having reviewed and considered the Motion, the Memorandum of Points and
2 Authorities (the "Memorandum") and the Declaration of Richard M Kipperman in Support
3 thereof; the Reply of the Trustee to Opposition to the Motion, the Memorandum of the Titan
4 Corporation in Support of the Motion and in Response to the Opposition and the entire record in
5 these cases; this Court having heard the statements of counsel in support of the Motion at the
6 hearing on April 1, 2004 and all opposition to the Motion having been withdrawn or overruled;
7 and it appearing to this Court that the legal and factual bases set forth in the Memorandum and
8 presented at the hearing establish just cause for the relief granted herein; this Court hereby makes
9 the following Findings of Fact and Conclusions of Law:

10 1. This Court has jurisdiction over these cases pursuant to 28 U.S.C. § 1334(a). The
11 statutory predicate for the relief requested is 11 U.S.C. § 105 and Federal Rule of Bankruptcy
12 Procedure 9019.

13 2. Notice of the Motion and hearing, provided as set forth below, were sufficient
14 under the circumstances:

15 (a) The Trustee served the entire Motion and all supporting pleadings on the
16 Debtor, office of the U.S. Trustee, the twenty largest unsecured creditors, Titan and those
17 parties requesting special notice; and

18 (b) The Trustee served only the Notice of the Motion combined with the
19 Motion on all other creditors.

20 3. The Agreement, dated as of March 4, 2004, by and between the Trustee and Titan,
21 a true and correct copy of which is attached hereto as Exhibit "A", and incorporated herein by
22 reference, is fair and equitable and in the best interests of the bankruptcy estates.

23 4. The Agreement is the by-product of lengthy arms length negotiations between the
24 Trustee and Titan.

25 5. In entering into the Agreement, the Trustee acted in good faith and properly
26 exercised and discharged his sound business judgment and discretion.

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Now, therefore, **IT IS HEREBY ORDERED THAT:**

- 1. The Motion is granted.
- 2. The Agreement is approved.
- 3. The Trustee and Titan and their respective agents shall be and hereby are

authorized to execute any such document and to take any and all acts necessary to consummate and carry out the transactions described in the Motion and/or the Agreement, subject to any limitations or modifications contained herein, without need for any further Court order and to undertake the obligations or other matters imposed, required or provided for therein such that, among other things, the Trustee, subject hereto, may sell assets, assign contracts and leases, and grant or exchange releases as provided for in the Motion or the Agreement or required thereby.

4. Under 11 U.S.C. §363(f) and without further order of the Court, any transfer of the Collateral described in the Agreement shall be determined and deemed to be free and clear of all interests, claims, liens, pledges, options, charges, easements, security interests, deeds of trust, mortgages, rights-of-way, encroachments, restrictions, encumbrances or other rights of third parties, of any kind or nature including, without limitation, any liens as a result of Debtors' bankruptcies.

5. The Trustee, pursuant to 11 U.S.C. §365 and without further order of the Court, may assume and assign to Titan any executory contracts or non-residential leases of real property as set forth in the Agreement and pursuant to the terms of the Agreement.

6. Titan as the transferee of the Collateral purchased pursuant 11 U.S.C. §363 is **NOTWITHSTANDING ANY CONTRARY TERMS IN THE SETTLEMENT AGREEMENT,** deemed to be a good faith transferee of the Collateral such that 11 U.S.C. §363(m) is applicable.

7. The provisions of Federal Bankruptcy Rule 6004(g), which otherwise would stay this order until the expiration of 10 days after entry hereof, are deemed inapplicable.

8. The Agreement constitutes the legal, valid and binding agreement and obligation of the Trustee and Titan, enforceable against each party in accordance with its terms.

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1 9. The Trustee and Titan shall abide by the terms of the Agreement, and their
2 officers, agents, servants, employees, attorneys, and those persons in active concert or
3 participation with any of them, and each of them, shall likewise abide by the terms of the
4 Agreement.

5 10. This Court shall retain jurisdiction over the Trustee and Titan and all other
6 interested parties for the purpose of implementing and enforcing the terms of the Agreement and
7 any dispute arising out of it.

8 11. This Order may be signed in counterparts.

9 DATED: 1 Apr 04


UNITED STATES BANKRUPTCY JUDGE

11 The signature by the attorney constitutes a certification under Fed R. Bank. P. 9011 that
12 the relief provided by the order is the relief granted by the court.

13 **SUBMITTED BY:**

14 HIGGS, FLETCHER & MACK LLP

15 
16 BY: _____

MARTIN A. ELIOPULOS, ESQ.
Attorneys for Chapter 7 Trustee
RICHARD M KIPPERMAN

18 **APPROVED AS TO FORM:**

19 BAKER & MCKENZIE

20
21 BY: 

ALI M. M. MOJDEHI, ESQ.
Attorneys for
THE TITAN CORPORATION