TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ITspatial, Inc.	FORMERLY ITspatial, LLC	06/20/2005	CORPORATION: VIRGINIA

RECEIVING PARTY DATA

Name:	Bear Stearns Corporate Lending Inc.
Street Address:	383 MADISON AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10179
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2862519	INTERSCOPE
Registration Number:	2521037	ITSPATIAL
Registration Number:	2691027	VIO
Serial Number:	78520661	I3DM
Serial Number:	78520649	I3DM
Serial Number:	78520662	INTEGRATING PEOPLE THROUGH TECHNOLOGY FOR A SAFER WORLD
Serial Number:	78520652	INTELLIGENT 3D MAP
Serial Number:	78520657	ITSPATIAL
Serial Number:	78520646	ITSPATIAL KNOWLEDGE THROUGH VISUALIZATION

OP $240.00 2862519

CORRESPONDENCE DATA

Fax Number: (714)755-8290
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 714-540-1235

Email:	ipdocket@lw.com
Correspondent Name:	Julie L. Dalke
Address Line 1:	650 Town Center Drive, Suite 2000
Address Line 4:	Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	031935-0158 (TM SEC. AGT)
NAME OF SUBMITTER:	Anna T Kwan
Signature:	/atk/
Date:	11/04/2005

Total Attachments: 5
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of June 20, 2005 (as amended, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement"), is made by the signatory hereto (the "Grantor") in favor of Bear Stearns Corporate Lending Inc. as administrative agent (in such capacity, the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

A. AIS Acquisition Corp., a Delaware corporation, and Sensor Systems, Inc., a Virginia corporation (individually and collectively and jointly and severally, the "Borrowers"), and Federal Information Technology Systems, LLC, a Delaware limited liability company ("Holdings"), have entered into a Credit Agreement, dated as of April 1, 2005 (as amended and restated as of April 25, 2005 and as further amended, supplemented, or otherwise modified from time to time, the "Credit Agreement"), with the banks, financial institutions and other entities (the "Lenders") from time to time party thereto, Bear, Stearns & Co. Inc. and Wachovia Capital Markets, LLC as joint lead arrangers and joint bookrunners, Wachovia Bank, National Association as syndication agent and the Administrative Agent.

B. It is a condition to the obligation of the Lenders to make their respective extensions of credit to the Borrowers under the Credit Agreement that the Grantor shall have executed and delivered that certain Assumption Agreement, dated as of June 20, 2005, in favor of the Administrative Agent, in order to make Grantor a party to that certain Guarantee and Collateral Agreement, dated as of April 1, 2005 in favor of the Administrative Agent (as amended, supplemented, replaced or otherwise modified from time to time, the "Guarantee and Collateral Agreement"). Capitalized terms used and not defined herein have the meanings given such terms in the Credit Agreement or the Guarantee and Collateral Agreement, as applicable.

C. Under the terms of the Assumption Agreement and Guarantee and Collateral Agreement, the Grantor has granted a security interest in certain Property, including without limitation certain Intellectual Property of the Grantor to the Administrative Agent for the benefit of the Secured Parties, and has agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. Grantor hereby grants to the Administrative Agent for the benefit of the Secured Parties a security interest in and to all of Grantor's right, title and interest in and to all of the following, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Grantor's Obligations (as defined in the Guarantee and Collateral Agreement):(i) all United States trademarks, service marks, trade names, domain names, corporate names, company names, business names, trade dress, trade styles, logos, or other indicia of origin or source identification, and all registrations of and applications to register the foregoing (except for "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051) and any new renewals thereof, including each registration and application identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and dilutions thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements and dilutions thereof) and (iv) all other rights of any kind whatsoever accruing thereunder

or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the "Trademarks");

(b) (i) all United States patents, patent applications and patentable inventions, including without limitation each issued patent and patent application identified on Schedule 1, (ii) all inventions and improvements described and claimed therein, (iii) the right to sue or otherwise recover for any and all past, present and future infringements thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof) and (v) all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon and all other rights of any kind whatsoever accruing thereunder or pertaining thereto (collectively, the "Patents");

(c) (i) all United States copyrights, whether or not the underlying works of authorship have been published, and all copyright registrations and copyright applications, and any renewals or extensions thereof, including each registration identified on Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof) and (iv) all other rights of any kind whatsoever accruing thereunder or pertaining thereto (collectively, the "Copyrights"); and

(d) any and all proceeds of the foregoing.

SECTION 2. Recordation. Grantor authorizes and requests that the United States Register of Copyrights or the United States Commissioner of Patents and Trademarks, as applicable, record this Intellectual Property Security Agreement.

SECTION 3. Execution in Counterparts. This Agreement may be executed in any number of counterparts (including by telecopy), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. Governing Law. This Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

SECTION 5. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Assumption Agreement, Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Assumption Agreement, Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Assumption Agreement, Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Assumption Agreement, Guarantee and Collateral Agreement or the Credit Agreement shall govern.

IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

ITSPATIAL, INC.

By: _____
Name: Brian E. O'Toole
Title: President

STATE OF Virginia)
: ss.:
COUNTY OF Fairfax)

On this 22 day of June, 20__, before me personally appeared Brian E. O'Toole, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the entity upon behalf of which the person acted executed the instrument.

Judith Dunay
Notary Public

My commission expires: 10-31-06

[Intellectual Property Security Agreement]

BEAR STEARNS CORPORATE LENDING INC.,
as Administrative Agent
By:_____
Name: Victor Bulzacchelli
Title: Vice President

[Intellectual Property Security Agreement]

Schedule 1

Intellectual Property

Copyright, Patent and Trademark Filings				
Description	Registration/ Application Number	Jurisdiction	Applicant	Date of App./Reg.
I3DM	Trademark App.No. 78520661	U.S.	ITspatial, Inc. (fka ITspatial, LLC)	November 21, 2004
I3DM	Trademark App.No. 78520649	U.S.	ITspatial, Inc. (fka ITspatial, LLC)	November 21, 2004
INTEGRATING PEOPLE THROUGH TECHNOLOGY FOR A SAFER WORLD	Trademark App.No. 78520662	U.S.	ITspatial, Inc. (fka ITspatial, LLC)	November 21, 2004
Intelligent 3D Map	Trademark App.No. 78520652	U.S.	ITspatial, Inc. (fka ITspatial, LLC)	November 21, 2004
ITSPATIAL	Trademark App.No. 78520657	U.S.	ITspatial, Inc. (fka ITspatial, LLC)	November 21, 2004
ITspatial Knowledge Through Visualization	Trademark App.No. 78520646	U.S.	ITspatial, Inc. (fka ITspatial, LLC)	November 21, 2004
Interscope	Trademark Reg. No. 2862519	U.S.	ITspatial, Inc. (fka ITspatial, LLC)	July 13, 2004
ITSPATIAL	Trademark Reg. No. 2521037	U.S.	ITspatial, Inc. (fka ITspatial, LLC)	December 18, 2001
VIO	Trademark Reg. No. 2691027	U.S.	ITspatial, Inc. (fka ITspatial, LLC)	February 25, 2003