

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Overwatch Systems of Virginia, Inc.		01/03/2006	CORPORATION: VIRGINIA

**RECEIVING PARTY DATA**

<b>Name:</b>	Bear Stearns Corporate Lending, Inc.
<b>Street Address:</b>	383 Madison Avenue
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10179
<b>Entity Type:</b>	CORPORATION: NEW YORK

**PROPERTY NUMBERS Total: 15**

Property Type	Number	Word Mark
Registration Number:	2132442	ELT
Registration Number:	2602275	ELT/5500
Registration Number:	2469807	ELT/4000
Registration Number:	2471706	ELT/3500
Registration Number:	2471705	ELT/1500
Registration Number:	2473679	ELT/NET
Registration Number:	2268258	ELT/GLOBAL IMAGE VIEWER
Registration Number:	2968305	POCKETELT
Registration Number:	2644226	ATREC
Registration Number:	2135646	DESKTOPCHATTER
Registration Number:	2449503	DESKTOPPORTFOLIO
Registration Number:	2132590	IMAGEQUERY
Registration Number:	2562270	VIDEOENHANCE PRO
Serial Number:	78689828	GLOBAL IMAGE VIEWER

**OP \$390.00 2132442**

Registration Number:

2199360

PARAGON IMAGING INCORPORATED

**CORRESPONDENCE DATA**

Fax Number: (714)755-8290

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

Phone: 7145401235

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins, LLP

Address Line 1: 650 Town Center Drive, 20th Floor

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:

031935-0158 SEC AG OV BE

NAME OF SUBMITTER:

Joanna Fowler

Signature:

/Joanna Fowler/

Date:

01/24/2006

Total Attachments: 5

source=OverwatchIP#page1.tif

source=OverwatchIP#page2.tif

source=OverwatchIP#page3.tif

source=OverwatchIP#page4.tif

source=OverwatchIP#page5.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of January 3, 2006 (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 Overwatch Systems of Virginia, Inc. (formerly Sensor Systems, Inc.), a Virginia corporation (individually and collectively and jointly and severally, the "Borrowers"), and Overwatch Systems, LLC (formerly known as 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. The Grantor has executed and delivered 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 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.

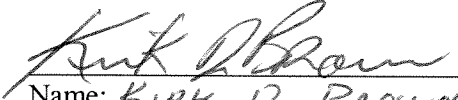
SECTION 3. Execution in Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts (including by telecopy), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

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 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 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 Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement shall govern.

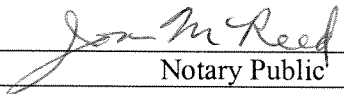
IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

OVERWATCH SYSTEMS OF VIRGINIA, INC.

By:   
Name: KIRK D. BROWN  
Title: PRESIDENT

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

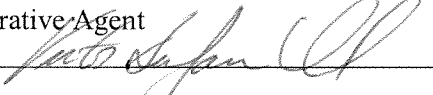
On this 3<sup>rd</sup> day of January, 2006 before me personally appeared Kirk D. Brown, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the entity upon behalf of which the person acted executed the instrument.

  
Notary Public

My commission expires: March 31, 2008

[Intellectual Property Security Agreement]

BEAR STEARNS CORPORATE LENDING INC.,  
as Administrative Agent

By: 

Name:

Title:

VICTOR BULZACCHELLI  
VICE PRESIDENT

[Intellectual Property Security Agreement]

## Schedule 1

### Intellectual Property

#### U.S. Trademarks

*Paragon Imaging, Inc* (including; *Logo*), International Class 9,  
Registration No. 2,199,360 registered October 27, 1998

*ELT*, International Class 9,  
Registration No. 2,132,442 registered January 27, 1998

*ELT/5500*, International Class 9,  
Registration No. 2,602,275 registered July 30, 2002

*ELT/4000*, International Class 9,  
Registration No. 2,469,807 registered July 17, 2001

*ELT/3500*, International Class 9,  
Registration No. 2,471,706 registered July 24, 2001

*ELT/1500*, International Class 9,  
Registration No. 2,471,705 registered July 24, 2001

*ELT/NET*, International Class 9,  
Registration No. 2, 473,679 registered July 31, 2001

*ELT/GLOBAL IMAGE VIEWER*, International Class 9,  
Registration No. 2,268,258 registered August 10, 1999

*POCKETELT*, International Class 9,  
Registration No. 2,968,305 registered July 12, 2005

*ATREC*, International Class 9,  
Registration No. 2,644,226 registered October 29, 2002

*DESKTOPCHATTER*, International Class 9,  
Registration No. 2,135,646 registered February 10, 1998

*DESKTOPPORTFOLIO*, International Class 9,  
Registration No. 2,449,503 registered May 8, 2001

*IMAGEQUERY*, International Class 9,  
Registration No. 2,132,590 registered January 27, 1998

*VIDEOENHANCE PRO*, International Class 9,  
Registration No. 2,562,270 registered April 16, 2002

*GLOBAL IMAGE VIEWER*,  
Application No. 78/689828 filed August 10, 2005