

FORM PTO-1594 (Modified)
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
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RECORDATION FORM COVER SHEET

Docket No.:

TRADEMARKS / SERVICE MARKS ONLY

AVE-102J

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To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Titan Systems Corporation

- Individual(s)
- General Partnership
- Corporation-State **Delaware**
- Other _____
- Association
- Limited Partnership

Additional names(s) of conveying party(ies) Yes No

2. Name and address of receiving party(ies):

Name: **The Titan Corporation**

Internal Address: _____

Street Address: **3033 Science Park Road**

City: **San Diego** State: **CA** ZIP: **92121**

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State **Delaware**
- Other _____

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: **September 25, 2002**

4. Application number(s) or registration numbers(s):

A. Trademark / Service Mark Application No.(s)

B. Trademark / Service Mark Registration No.(s)

2,352,574

Additional numbers Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **Jason D. Shanske**

Internal Address: **Iandiorio & Teska**

Street Address: **260 Bear Hill Road**

City: **Waltham** State: **MA** ZIP: **02451**

6. Total number of applications and registrations involved:.....

1

7. Total fee (37 CFR 3.41):.....\$ **\$40.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

09-0002

CH \$40.00 090002 2352574

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Jason D. Shanske, Reg. No. 43,915

Name of Person Signing

Signature

9/14/06

Date

Total number of pages including cover sheet, attachments, and

6

Mail documents to be recorded with required cover sheet information to:

Mail Stop Recordation Services
Director of the United States Patent and Trademark Office
P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 09/25/2002
020596485 - 0720430

CERTIFICATE OF OWNERSHIP AND MERGER

MERGING

TITAN SYSTEMS CORPORATION,
a Delaware corporation

INTO

THE TITAN CORPORATION,
a Delaware corporation

**(PURSUANT TO SECTION 253 OF THE
GENERAL CORPORATION LAW OF DELAWARE)**

THE TITAN CORPORATION (the "Corporation") DOES HEREBY

CERTIFY:

FIRST: That the Corporation is incorporated pursuant to the General Corporation Law of the State of Delaware.

SECOND: That the Corporation owns at least 90% of the outstanding shares of each class of the capital stock of Titan Systems Corporation, a Delaware corporation.

THIRD: That the Corporation determined to merge Titan Systems Corporation with and into the Corporation on the terms and conditions set forth in the minutes of the Board of Directors of the Corporation attached hereto as Exhibit A and duly adopted at a meeting of the Board of Directors of the Corporation on September 24, 2002.

FOURTH: That the Merger (as defined above and as to be accomplished by this Certificate of Ownership and Merger) shall be effective as of the date and time of the filing of this Certificate of Ownership and Merger.

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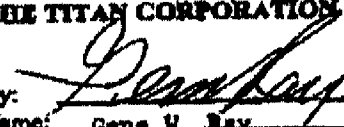
TRADEMARK

REEL: 003391 FRAME: 0942

SEP-24-2002 TUE 08:55 AM THE TITAN CORPORATION

IN WITNESS WHEREOF, the undersigned being a duly authorized officer of The Titan Corporation hereby certifies that the facts hereinabove stated are truly set forth and, accordingly, executes this Certificate of Ownership and Merger this 25th day of SEPTEMBER, 2002.

THE TITAN CORPORATION

By: 
Name: Gene W. Ray
Title: Chairman & CEO

ATTEST:

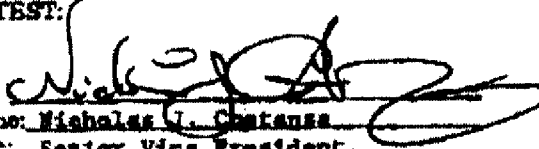
By: 
Name: Nicholas J. Chetana
Title: Senior Vice President,
General Counsel and Secretary

EXHIBIT A**TERMS OF MERGER****1. Conversion of TSC Common Stock.**

(a) **Common Stock.** Upon consummation of the Merger upon the filing of the Certificate of Ownership and Merger with the Secretary of State of the State of Delaware (the "Effective Time"), all shares of capital stock of TSC (except for any shares described in Section 1(b), Section 1(c) and Section 1(d), below) issued and outstanding immediately prior to the Effective Time shall cease to be outstanding and shall be converted into and exchanged for the right to receive 0.8371 of a share of common stock (the "Exchange Ratio"), par value \$0.01, of the Corporation ("Titan Common Stock"). The shares of Titan Common Stock issuable to the holders of common stock, par value \$0.01 per share, of TSC ("TSC Common Stock") pursuant hereto is sometimes referred to herein, collectively, as the "Merger Consideration". All such shares of TSC Common Stock shall cease to be outstanding and shall automatically be canceled and retired and shall cease to exist, and each certificate previously evidencing such shares of TSC Common Stock shall be exchanged for the number of shares indicated in the certificate provided by TSC multiplied by the Exchange Ratio, rounded up to the nearest whole number. Except as otherwise provided herein or by applicable law, the holders of certificates previously evidencing such shares of TSC Common Stock outstanding immediately prior to the Effective Time shall cease to have any rights with respect to such shares of TSC Common Stock.

(b) **Treasury Stock.** All shares of capital stock of TSC held in the treasury of TSC immediately prior to the Effective Time shall be canceled and extinguished without any conversion thereof and no shares of Titan Common Stock shall be delivered or deliverable in exchange therefor.

(c) **Dissenting Shares.** Notwithstanding anything in the terms herein to the contrary and unless otherwise provided by applicable law, shares of TSC Common Stock that are issued and outstanding immediately prior to the Effective Time and that are owned by holders of TSC Common Stock (the "TSC Stockholders") who have properly demanded payment of the fair value of their stock (the "Dissenting Shares") within the meaning of Section 262 of the General Corporation Law of the State of Delaware ("Delaware Law") shall not be converted into the right to receive Titan Common Stock unless and until such TSC Stockholders shall have failed to perfect or shall have effectively withdrawn their demand, or lost their right of payment under applicable law. If any such TSC Stockholder shall have failed to perfect or shall have effectively withdrawn or lost such right of payment, each share of TSC Common Stock held by such TSC Stockholder shall thereupon be deemed converted into the right to receive and be exchangeable for, at the Effective Time, Titan Common Stock pursuant to Section 1(a) hereof. Subject to these terms and

conditions, at and after the Effective Time, any TSC Stockholder who complies with Section 262 of Delaware Law (a "TSC Dissenting Stockholder") shall be entitled to obtain payment from the Corporation the fair value of such TSC Dissenting Stockholder's shares of TSC Common Stock as determined pursuant to Delaware Law; provided, however, that, to the extent permissible under Delaware Law, no such payment shall be made unless and until such TSC Dissenting Stockholder has surrendered to the Corporation the certificate representing the shares of TSC Common Stock for which payment is being made.

(d) Cancellation of TSC Shares Held by Titan. Upon consummation of the Merger at the Effective Time, all shares of capital stock of TSC owned by the Corporation shall be cancelled and extinguished without any conversion thereof.

2. Assumption and Conversion of TSC Options.

(a) As of the Effective Time, each outstanding option to acquire TSC Common Stock granted under the Titan Defense Systems Corporation 1997 Stock Option Plan, the Titan Technologies and Information Systems Corporation 1998 Stock Option Plan, and the Titan Systems Corporation 2001 Stock Incentive Plan ("Option") shall be assumed by the Corporation and converted into an option to acquire Titan Common Stock as provided in this Section 2. Following the Effective Time, each Option shall be subject to a substituted agreement the terms and conditions of which are substantially the same as the agreement pursuant to which such Option was subject immediately prior to the Effective Time, except that: (i) each Option (as converted pursuant to this Section 2) shall be exercisable for that number of whole shares of Titan Common Stock equal to the product of (A) the aggregate number of shares of TSC Common Stock for which such Option was exercisable at the Effective Time, multiplied by (B) the Exchange Ratio, rounded down to the nearest whole share (provided that all references in such TSC stock option plan to TSC shall be references to the Corporation and references to TSC's Common Stock shall be references to Titan Common Stock); (ii) the exercise price per share of Titan Common Stock issuable pursuant to each Option (as converted pursuant to this Section 2) shall be equal to the exercise price per share of TSC Common Stock under such Option at the Effective Time divided by the Exchange Ratio, rounded up to the nearest whole cent; (iii) Options granted in an initial grant to an Option holder shall be converted over with a vesting schedule of one-fourth (1/4) of such Options vesting on the one-year anniversary of the date of grant (the "Anniversary Date") and one-forty eighth (1/48) of such Options vesting on the first day of each month following the month of the Anniversary Date, provided that the Option holder then continues in service as an employee, officer, director or service provider of the Corporation or an affiliate; and (iv) Options granted in subsequent grants to an Option holder shall be converted over with a vesting schedule of one-forty eighth (1/48) of such Options vesting on the first day of each month following the month of the date of grant, provided that the Option holder then continues in

service as an employee, officer, director or service provider of the Corporation or an affiliate. The substituted agreements providing for the assumption and conversion of Options shall supercede any prior agreements, commitments, or negotiations concerning the Options and Option interests in TSC Common Stock.

(b) The assumption and conversion of Options as provided herein shall not give the holders of such Options additional benefits that they did not have immediately prior to the Effective Time or relieve the holders of such Options from any obligations, conditions, or restrictions applicable to their Options or the shares obtainable upon exercise of the Options, to the extent such obligations, conditions, or restrictions are applicable to Titan Common Stock as a stock listed on the New York Stock Exchange (the "NYSE"). The adjustment provided herein with respect to any Options that are "incentive stock options" (as defined in Section 422 of the Internal Revenue Code of 1986, as amended (the "Code")) shall be and is intended to be, effected in a manner that is consistent with continued treatment of such Options as "incentive stock options" under Section 424(a) of the Code. The duration of the assumed converted options provided for in this Section 2 shall be the same as the Options. The Corporation shall take all corporate action necessary to reserve for issuance, at all times any assumed and converted Options provided for in this Section 2 are outstanding, a sufficient number of shares of Titan Common Stock for delivery upon the exercise of such assumed and converted Options. TSC will take such action as shall be reasonably necessary to ensure, and the substituted agreements shall provide, that each Option that was subject to a risk of forfeiture or other condition immediately prior to the Effective Time under the applicable TSC stock option plan or agreement pursuant to which the Option was granted shall continue to be subject to such forfeiture or other conditions with respect to the Titan Common Stock that may be issuable with respect thereto after the occurrence of the Effective Time or the consummation of the transactions contemplated by terms herein, to the extent such conditions are applicable to Titan Common Stock as a stock listed on the NYSE. As of the Effective Time, TSC shall effect the termination of each other outstanding unexpired and unexercised option to purchase shares of TSC Common Stock.