

10-30-2002



102265198

Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

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

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):

Xacta Corporation

10-23-02

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State
☐ Other _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

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

Execution Date: 10/21/02

2. Name and address of receiving party(ies)

Name: Foothill Capital Corporation, as Agent

Internal

Address: _____

Street Address: 2450 Colorado AvenueCity: Santa Monica State: CA Zip: 90404

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation-State California
☐ Other _____

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

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

 A. Trademark Application No.(s) see attached
Schedule A

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: Elizabeth JensenInternal Address: Goldberg Kohn, et alStreet Address: 55 East Monroe StreetSuite 3700City: Chicago State: IL Zip: 60603

6. Total number of applications and registrations involved: _____

8

7. Total fee (37 CFR 3.41).....\$ 215.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account _____

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

10/29/2002 DBYRME 00000029 78105322

01 FC:8521
02 FC:8522
Elizabeth Jensen 40.00 OP
 Name of Person Signing 175.00 OP

10/23/02

Date

Total number of pages including cover sheet, attachments, and document: _____

6

 Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

**TRADEMARK
REEL: 2607 FRAME: 0517**

SCHEDULE A

TRADEMARK REGISTRATIONS

None.

TRADEMARK APPLICATIONS

Trademark Description	Serial No.	Filing Dates
Xacta Commerce Trust (words only)	78-105322	1/28/02
Xacta Web (C&A) (words only)	78-105326	1/28/02
None (design only)	76-018910	4/6/00
Xacta (words and design)	76-018909	4/6/00
None (design only)	76-018911	4/6/00
Xacta (words and design)	76-018912	4/6/00
Xacta (words only)	75-928052	2/25/00
Xacta (words only)	75-928061	2/25/00

TRADEMARK MORTGAGE

THIS TRADEMARK MORTGAGE (this "Mortgage"), made as of the 21st day of October, 2002, is by and between Xacta Corporation, a Delaware corporation ("Xacta") and Foothill Capital Corporation, a California corporation ("Agent"), as administrative agent for the Lenders (as defined below).

W I T N E S S E T H

WHEREAS, pursuant to that certain Loan and Security Agreement of even date herewith among Xacta, Telos Corporation, a Maryland corporation ("Telos"; Telos and Xacta are referred to hereinafter each individually as a "Borrower" and individually and collectively, and jointly and severally, as the "Borrowers"), certain credit parties from time to time party thereto, the lenders from time to time party thereto ("Lenders") and Agent, as a lender, the arranger and as administrative agent for the Lenders (as the same may hereafter be amended, supplemented or otherwise modified from time to time, the "Loan Agreement"), Agent and the Lenders have agreed to make certain loans to Borrowers and to extend certain other financial accommodations to or for the benefit of Borrowers;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Xacta and Agent, on behalf of itself and the Lenders, agree as follows:

1. Incorporation of Loan Agreement; Loan Agreement Definitions. The Loan Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interest. To secure the complete and timely payment and satisfaction of the Obligations, Xacta hereby grants to Agent, on behalf of itself and the Lenders, and hereby reaffirms its prior grant pursuant to the Loan Agreement of, a continuing security interest in Xacta's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, trade names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith (other than "intent-to-use" applications until a verified statement of use has been filed with respect to such applications), including without limitation, the trademarks and applications listed on Schedule A attached hereto and made a part hereof, and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing, and all rights corresponding to any of the foregoing throughout the world and the goodwill of Xacta's business connected with the use of and symbolized by the trademarks (all

of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks").

3. New Trademarks. Xacta represents and warrants that the Trademarks listed on Schedule A constitute all of the federally registered Trademarks now owned by Xacta. If, before the Obligations shall have been satisfied in full and the Loan Agreement has been terminated, Xacta shall obtain any new federally registered Trademarks, Xacta shall give Agent prompt written notice thereof. Xacta hereby agrees that, upon Agent's written request, Xacta will execute and deliver to Agent one or more supplements to this Mortgage, each in form and content substantially similar to this Mortgage, in respect of any and all new federally registered Trademarks owned by Xacta.

4. Term. The term of the security interests granted herein shall extend until the Obligations have been paid in full and the Loan Agreement has been terminated in accordance with its terms.


5. Effect on Other Agreements; Cumulative Remedies. At any time an Event of Default exists or has occurred and is continuing, Agent shall have all rights and remedies provided in this Mortgage, the other Loan Documents, the Uniform Commercial Code and other applicable law, all of which rights and remedies may be exercised without notice to or consent by Xacta, except as such notice or consent is expressly provided for hereunder or in the Loan Agreement or as required by applicable law. Xacta acknowledges and agrees that this Mortgage is not intended to limit or restrict in any way the rights and remedies of Agent and the Lenders under the Loan Agreement but rather is intended to supplement and facilitate the exercise of such rights and remedies. All of the rights and remedies of Agent with respect to the Trademarks, whether established hereby, by the Loan Agreement, by any other agreements, or by law, shall be cumulative and may be exercised singularly or concurrently.

6. Binding Effect; Benefits. This Mortgage shall be binding upon Xacta and its successors and assigns, and shall inure to the benefit of Agent and Lenders and their successors and assigns.

7. APPLICABLE LAW; SEVERABILITY. THIS MORTGAGE SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND GOVERNED BY, ALL OF THE PROVISIONS OF THE ILLINOIS UNIFORM COMMERCIAL CODE AND BY THE OTHER INTERNAL LAWS (AS OPPOSED TO CONFLICT OF LAWS PROVISIONS) OF THE STATE OF ILLINOIS. WHENEVER POSSIBLE, EACH PROVISION OF THIS MORTGAGE SHALL BE INTERPRETED IN SUCH A MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS MORTGAGE SHALL BE PROHIBITED BY OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISIONS OR THE REMAINING PROVISIONS OF THIS MORTGAGE.


IN WITNESS WHEREOF, the parties hereto have duly executed this Mortgage as of the date first above written.

XACTA CORPORATION

By 
Title CFO

Accepted and Agreed to
as of the date first written above:

FOOTHILL CAPITAL CORPORATION, as Agent

By 
Title Business Development Officer
Assistant Vice President

SCHEDULE A

TRADEMARK REGISTRATIONS

None.

TRADEMARK APPLICATIONS

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Xacta (words and design)	76-018912	4/6/00
Xacta (words only)	75-928052	2/25/00
Xacta (words only)	75-928061	2/25/00

October 23, 2002

sharon.patterson@goldbergkohn.com
direct phone: 312.201.3865

VIA EXPRESS MAIL

Commissioner of Patents & Trademarks
Box Assignments
Washington, D.C. 20231

**Re: Recordation of Security Agreement for Trademarks (8 marks)
 Foothill/Telos (1989.064)**

Dear Sir or Madam:

Enclosed please find a Recordation Form Cover Sheet for Trademarks and applicable fees to be recorded in the Patent and Trademark Office. Please return the self-addressed, stamped postcard acknowledging your receipt of the enclosed document.

Please do not hesitate to call with any questions you may have regarding the enclosed materials.

Sincerely,



Sharon S. Patterson
Legal Assistant

SSP
Enclosures
cc: Joseph C. Huntzicker, Esq. (w/encl)