

07-15-1999

HEET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

7-7-99



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To the Honorable Commissioner of Patents and Trademark,

To the Honorable Commissioner of Patents and Trademark, or copy thereof.

## 1. Name of conveying party(ies):

Titan Broadband Communications Corporation  
3033 Science Park Road  
San Diego, California 92121Additional names(s) of conveying party(ies) attached? ☐ Yes ☒ No

## 3. Nature of conveyance:

☐ Assignment☐ Merger☒ Security Agreement  
(Supplement)☐ Change of Name☐ Other \_\_\_\_\_Execution Date: June 9, 1999

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

Name: The Bank of Nova Scotia  
as Administrative Agent

Internal Address: \_\_\_\_\_

Street Address: 600 Peachtree Street, N.E.  
Suite 2700City: Atlanta State: Georgia ZIP: 30308Additional name(s) & address(es) attached? ☐ Yes ☒ No

## 4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

Application Numbers:

09/103,749

09/103,912

Registration Numbers:Additional numbers attached? ☐ Yes ☒ No

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

Name: Nora A. WhitescarverInternal Address: Mayer, Brown & PlattStreet Address: 1909 K Street, NWCity: WashingtonState: D.C.ZIP: 20006

## 6. Total number of applications and patents involved: 2

7. Total fee (37 CFR 3.41): \$80.00☒ Enclosed (Check No. 17749)☐ Authorized to be charged to deposit account

## 8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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## 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.

Nora A. Whitescarver  
Name of Person Signing  
SignatureJuly 6, 1999  
Date

Total number of pages including cover sheet, attachments and documents: 6

## SUPPLEMENT TO PATENT SECURITY AGREEMENT

SUPPLEMENT TO PATENT SECURITY AGREEMENT (this "Supplement"), dated as of June 9, 1999, between the undersigned Subsidiary (a "Subsidiary Grantor" and a "Grantor") of The Titan Corporation, a Delaware corporation (the "Borrower") and The Bank of Nova Scotia ("Scotiabank"), as administrative agent (in such capacity, the "Administrative Agent") for each of the Secured Parties from time to time parties to the Credit Agreement, dated as of July 29, 1998 (as amended and restated by the Amended and Restated Credit Agreement, dated as of June 9, 1999, and as the same may be otherwise amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement") among the Borrower, the various financial institutions as are or may become parties thereto (the "Lenders"), Scotiabank, as Administrative Agent, and Imperial Bank, as Documentation Agent. Unless otherwise defined herein or the context otherwise requires, terms used in this Supplement shall have the meanings provided or incorporated by reference in the Patent Security Agreement (as defined below).

### WITNESSETH

**WHEREAS**, pursuant to the Credit Agreement, the Lenders severally agreed to make Credit Extensions to the Borrower upon the terms and subject to the conditions set forth therein;

**WHEREAS**, as a condition precedent to (a) the obligation of the Lenders to continue to make their respective Credit Extensions to the Borrower under the Credit Agreement, and (b) the effectiveness of the agreements set forth in the Credit Agreement, the Subsidiary Grantor executed and delivered a Patent Security Agreement dated July 29, 1998 (the "Patent Security Agreement") to the Administrative Agent for the ratable benefit of the Secured Parties;

**WHEREAS**, pursuant to the Patent Security Agreement, the parties agreed to take actions and make filings and, in furtherance of the foregoing, the parties have agreed to supplement the Patent Security Agreement as further set forth herein;

**NOW THEREFORE**, for valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees with the Administrative Agent, for the ratable benefit of the Secured Parties, that the Patent Security Agreement shall be supplemented as follows:

1. **GRANT OF SECURITY INTEREST.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Obligations, the Grantor does hereby mortgage, pledge and hypothecate to the Administrative Agent, and grant to the Administrative Agent a security interest in, for its benefit and the

benefit of each Secured Party, all of the following property, whether now owned or hereafter acquired or existing by it:

(a) all letters patent and applications for letters patent throughout the world, including all patent applications in preparation for filing anywhere in the world and including each patent and patent application referred to in Attachment 1 attached hereto;

(b) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in clause (a);

(c) all patent licenses, including each patent license referred to in Attachment 1 attached hereto; and

(d) all proceeds of, and rights associated with, the foregoing (including license royalties and proceeds of infringement suits), the right to sue third parties for past, present or future infringements of any patent or patent application, including any patent or patent application referred to in Attachment 1 attached hereto, and for breach or enforcement of any patent license, including any patent license referred to in Attachment 1 attached hereto, and all rights corresponding thereto throughout the world.

2. **SECURITY AGREEMENT.** This Supplement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Patent Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the benefit of each Secured Party under the Patent Security Agreement. The Patent Security Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

3. **MISCELLANEOUS.**

(a) **Successors and Assigns.** This Supplement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(b) **Full Force and Effect; Limited Supplement.** Except as expressly supplemented hereby, the Patent Security Agreement shall remain unchanged and shall continue to be, and shall remain, in full force and effect in accordance with its terms.

(c) **Loan Document, etc.** This Supplement constitutes a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

(d) Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Patent Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

(e) Counterparts. This Supplement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

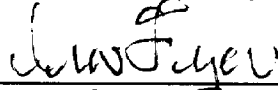
(f) Severability. In the event any one or more of the provisions contained in this Supplement should be held invalid, illegal or enforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Patent Security Agreement shall not in any way be affected or impaired.

(g) Fees. Without limiting the provisions of the Credit Agreement (or any other Loan Document, including the Patent Security Agreement), the undersigned agrees to reimburse the Administrative Agent for its reasonable out-of-pocket expenses in connection with this Supplement, including reasonable attorneys' fees and expenses of the Administrative Agent.


(h) Governing Law. **THIS SUPPLEMENT SHALL BE DEEMED TO BE A CONTRACT MADE UNDER AND GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

IN WITNESS WHEREOF, the undersigned has caused this Supplement to be duly executed and delivered as of the date first above written.

TITAN BROADBAND  
COMMUNICATIONS CORPORATION

By   
Name: Ira Price  
Title: Secretary

THE BANK OF NOVA SCOTIA, as  
Administrative Agent

By   
Name: Chris Osborn  
Title: Relationship Manager

ATTACHMENT I  
to Supplement to Patent Security Agreement  
(Titan Broadband Communications Corporation)

**TITAN BROADBAND COMMUNICATIONS CORPORATION**

**PATENTS**

OWNER	NAME	Application Serial No. / Application Date	Patent No./ Issue Date	Description	Inventor
The Titan Corporation (Broadband)	Conditional Access System, Display of Authorization Status	09/103,749 6/24/98		The message related to an authorization status of the information receiver is retrieved for display from a plurality of different possible authorization status messages within an information stream received by the information receiver.	Charles F. Newby, et al.
The Titan Corporation (Broadband)	Conditional Access System, Downloading of Cryptographic Information	09/103,912 6/24/98		Transmission of the cryptographic information for enabling the conditional access controller to enable the decryptor to decrypt a selected information segment may be requested by the conditional access controller and downloaded to the conditional access controller from an information stream received by the information receiver.	Charles F. Newby, et al.

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