

07-03-2000

U.S. Department of Commerce  
Patent and Trademark Office  
**PATENT**



OPR/FINANCE

101394386

5.19.00

**RECORDATION FORM COVER SHEET  
PATENTS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

**Submission Type**

☒ New

☐ Resubmission (Non-Recordation)

Document ID#

☐ Correction of PTO Error

Reel #

Frame #

☐ Corrective Document

Reel #

Frame #

**Conveyance Type**

☐ Assignment

☒ Security Agreement

☐ License

☐ Change of Name

☐ Merger

☐ Other

**U.S. Government**

(For Use ONLY by U.S. Government Agencies)

☐ Departmental File

☐ Secret File

**Conveying Party(ies)**

☐ Mark if additional names of conveying parties attached

Name (line 1) Delfin Systems

Execution Date  
Month Day Year  
2/23/2000

Name (line 2)

**Second Party**

Name (line 1)

Execution Date  
Month Day Year

Name (line 2)

**Receiving Party**

☐ Mark if additional names of receiving parties attached

Name (line 1) Credit Suisse First Boston

Name (line 2)

☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Address (line 1) Eleven Madison Avenue

Address (line 2)

Address (line 3) New York

NY

10010

City

State/Country

Zip Code

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

06/30/2000 DMGUYEN 00000245 192385 5426438

FOR OFFICE USE ONLY

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Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

**PATENT**  
**REEL: 010881 FRAME: 0249**

**Correspondent Name and Address**

Area Code and Telephone Number (212) 735-2203

Name Diane Kasselmann, Esq.

Address (line 1) Skadden, Arps, Slate, Meagher & Flom LLP

Address (line 2) Four Times Square

Address (line 3) New York, NY 10036-6522

Address (line 4)

**Pages** Enter the total number of pages of the attached conveyance document including any attachments.

# 8

**Application Number(s) or Patent Number(s)**

☐ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

**Patent Application Number(s)**

**Patent Number(s)**


5,426,438

5,412,390

5,323,167

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

**Patent Cooperation Treaty (PCT)**

Enter PCT application number  
only if a U.S. Application Number  
has not been assigned.

PCT

PCT

PCT

PCT

PCT

PCT

**Number of Properties**

Enter the total number of properties involved.

# 3

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41): \$ 120.00

Method of Payment:  
Deposit Account

Enclosed ☐ Deposit Account ☒

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

# 19-2385

Authorization to charge additional fees:

Yes ☒

No ☐

**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. Charges to deposit account are authorized, as indicated herein.

Diane Kasselmann

Name of Person Signing

Signature

May 8, 2000

Date

## PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Agreement"), dated as of February 23, 2000, is made between DELFIN SYSTEMS, a California corporation (the "Grantor"), and CREDIT SUISSE FIRST BOSTON ("CSFB"), in its capacity as Administrative Agent for each of the Secured Parties;

### W I T N E S S E T H :

WHEREAS, pursuant to a Senior Secured Credit Agreement, dated as of February 23, 2000 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among THE TITAN CORPORATION, a Delaware corporation (the "Borrower"), the various financial institutions as are or may become parties thereto (the "Lenders"), CSFB, as Administrative Agent, First Union Securities, Inc., as Syndication Agent, and The Bank of Nova Scotia, as Documentation Agent, the Lenders and the Issuers have extended Commitments to make Credit Extensions to the Borrower;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Subsidiary Security Agreement, dated as of February 23, 2000 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, as a condition precedent to the making of the Credit Extensions (including the initial Credit Extension) under the Credit Agreement, the Grantor is required to execute and deliver this Agreement;

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

WHEREAS, it is in the best interests of the Grantor to execute this Agreement inasmuch as the Grantor will derive substantial direct and indirect benefits from the Credit Extensions made from time to time to the Borrower by the Lenders and the Issuers pursuant to the Credit Agreement;

NOW THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Lenders and the Issuers to make Credit Extensions (including the initial Credit Extension) to the Borrower

pursuant to the Credit Agreement, the Grantor agrees, for the benefit of each Secured Party, as follows.

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Secured 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 (the "Patent Collateral"), 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 Item A of 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 Item B of 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 Item A of Attachment 1 attached hereto, and for breach or enforcement of any patent license, including any patent license referred to in Item B of Attachment 1 attached hereto, and all rights corresponding thereto throughout the world.

SECTION 3. Security Agreement. This Agreement 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 and corresponding offices in other countries of the world. 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 Security Agreement. The 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.

SECTION 4. Release of Security Interest. Upon the Termination Date, the Administrative Agent shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Patent Collateral which has been granted hereunder.


SECTION 5. 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 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.

SECTION 6. Loan Document, etc. This Agreement is 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.

SECTION 7. Counterparts. This Agreement 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.

IN WITNESS WHEREOF, the Grantor has caused this Subsidiary Patent Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

DELFIN SYSTEMS, as Grantor

By:   
Name: Ray Guillaume  
Title: Assistant Treasurer


SUBSIDIARY PATENT SECURITY AGREEMENT

PATENT  
REEL: 010881 FRAME: 0254

AFFIDAVIT

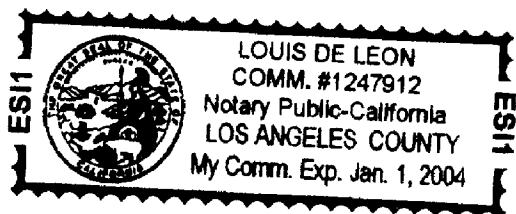
STATE OF CALIFORNIA            )  
  )        ss.  
COUNTY OF LOS ANGELES    )

I, Ray Guillaume, being duly sworn, do depose and say that I am  
the Assistant Treasurer of DELFIN SYSTEMS, that I am authorized to execute the  
foregoing Subsidiary Patent Security Agreement on behalf of said organization and  
that I did so by authority of the Board of Directors of said organization.




Ray Guillaume

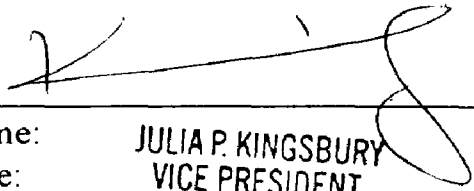
SUBSCRIBED AND SWORN to before me on this ~~22<sup>nd</sup>~~ <sup>23<sup>rd</sup></sup> day of L.D.  
February, 2000.



Louis De Leon

CREDIT SUISSE FIRST BOSTON, as  
Administrative Agent

By   
Thomas G. Muoio  
Vice President

By   
Name: JULIA P. KINGSBURY  
Title: VICE PRESIDENT

SUBSIDIARY PATENT SECURITY AGREEMENT



Schedule II  
to Subsidiary Security Agreement  
and

Attachment I to  
Patent Security Agreement

**PATENTS OWNED/USED BY DELFIN SYSTEMS**

ASSIGNEE	TITLE	PATENT NO. ISSUE DATE	APP. SER. NO. APP. DATE	FOREIGN
Delfin Systems	Method and apparatus for adaptely determining the bearing angle of a radio frequency signal.	5,426,438 06/20/95	998,391 12/30/92	
Delfin Systems	Apparatus and method for reducing co-channel interference from a radio frequency signal.	5,412,390 05/02/95	110,884 08/24/93	
Delfin Systems	Antenna configuration and system for determining the direction of a radio frequency signal.	5,323,167 06/21/94	998,390 12/30/92	

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

**Certificate of Express Mail under 37 CFR 1.10**

Attorney Ref. No.: 217730/1105

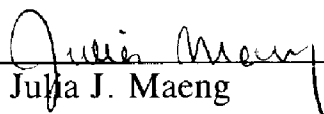
Title of Paper: Security Agreement (Patents)

Parties Involved: Delfin Systems  
Credit Suisse First Boston

"Express Mail" Label No.: EL577173227US

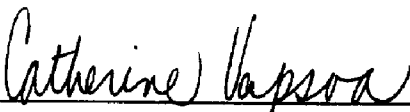
Date of Deposit: May 19, 2000

I hereby certify that the foregoing is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated above and is addressed to the Commissioner of Patents and Trademarks, Box Assignments, Washington, DC 20231

  
\_\_\_\_\_  
Julia J. Maeng

STATE OF NEW YORK                    )  
  )       ss.  
BOROUGH OF MANHATTAN        )

On this 22nd day of February, 2000, before me personally came Thomas Muoio and Julia Kingsbury, who being duly sworn, did depose and say that they are Vice President and Vice President, respectively, of Credit Suisse First Boston, that they are authorized to execute the foregoing Subsidiary Patent Security Agreement on behalf of said organization and that they did so by authority of the Board of Directors of said organization.

  
\_\_\_\_\_  
Notary Public

CATHERINE VAPSPA  
NOTARY PUBLIC, State of New York  
No. 4977654  
Qualified in Nassau County  
Commission Expires FEB: 11:2001