

11-13-2002

Form PTO-1595
(Rev. 03/01)

RE

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

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings ⇨ ⇨ ⇨ ▼ ▼ ▼ ▼

102278848

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Atlantic Aerospace Electronics Corporation
3033 Science Park Road
San Diego, CA 92121

11-6-02

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

3. Nature of conveyance:

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

Execution Date: May 23, 2002

2. Name and address of receiving party(ies)

Name: Wachovia Bank, N.A., as Administrative Agent

Internal Address: _____

Street Address: One Wachovia Center,

DC-6

City: Charlotte State: NC Zip: 28288

Additional 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: _____

A. Patent Application No.(s) _____
SEE ATTACHED SCHEDULEB. Patent No.(s) _____
SEE ATTACHED SCHEDULEAdditional numbers attached? ☒ Yes ☐ No

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

Name: Steven D. Thomas

Internal Address: Moore & Van Allen, PLLC

Street Address: 2200 West Main Street,

Suite 800

City: Durham State: NC Zip: 27705

6. Total number of applications and patents involved: 05

7. Total fee (37 CFR 3.41).....\$ 200.00

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

8. Deposit account number:

50-2316

DO NOT USE THIS SPACE

9. Signature.

Steven D. Thomas
Name of Person Signing
SignatureNovember 6, 2002
Date

Total number of pages including cover sheet, attachments, and documents: 07

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200.00 DP

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

FINANCE SECTION

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RECORDS SECTION

Atlantic Aerospace Electronics Corporation

U.S. Patents

Issued Patents

Description	Patent No.	Issued
REDUCED WEIGHT ARTIFICIAL DIELECTRIC ANTENNAS AND METHOD FOR PROVIDING THE SAME	6075485	6/13/00
TUNABLE MICROSTRIP PATCH ANTENNAS	5777581	7/7/98
TUNABLE MICROSTRIP PATCH ANTENNA AND FEED NETWORK THEREFOR	5943016	8/24/99
TUNABLE MICROSTRIP PATCH ANTENNA AND CONTROL SYSTEM THEREFOR	6061025	5/9/00

Pending Application

Description	Appl. No.	Filed
SYSTEM AND METHOD FOR APPLYING AND REMOVING GAUSSIAN COVERING FUNCTIONS	09/325,539	6/4/99

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Agreement"), dated as of May 23, 2002, is made by the Grantors (as defined in the Security Agreement referred to below), and WACHOVIA BANK, NATIONAL ASSOCIATION ("Wachovia"), in its capacity as Administrative Agent (the "Administrative Agent") for each of the Secured Parties (as defined in the Credit Agreement referred to below);

W I T N E S S E T H :

WHEREAS, pursuant to a Senior Secured Credit Agreement, dated as of May 23, 2002 (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"), the Administrative Agent, The Bank of Nova Scotia and Comerica Bank-California, as Syndication Agents, and Branch Banking and Trust Company and Toronto Dominion (New York), Inc., as Documentation Agents, the Lenders and the Issuers have extended Commitments to make Credit Extensions to the Borrower;

WHEREAS, in connection with the Credit Agreement, each Grantor has executed and delivered a Subsidiary Security Agreement, dated as of May 23, 2002 (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, each Grantor is required to execute and deliver this Agreement;

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

WHEREAS, it is in the best interests of each Grantor to execute this Agreement inasmuch as each 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, each 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, each 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 each 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 Grantors' expense, execute and deliver to the Grantors 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. Each 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 parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

GRANTORS:

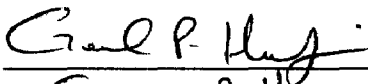
ACS Technologies, Inc.
Assist Cornerstone Technologies, Inc.
Atlantic Aerospace Electronics Corporation
AverCom Corporation
BTG Systems Engineering, Inc.
BTG Technology Resources, Inc.
BTG Technology Systems, Inc.
BTG, Inc.
C&N Enterprises, Inc.
California Tube Laboratory, Inc.
Cayenta eUtility Solutions – eMunicipal Solutions
Inc.
Cayenta Operating Company
Cayenta, Inc.
Concept Automation, Inc. of America
Datron Advanced Technologies Inc.
Datron Resources Inc.
Datron Systems Incorporated
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Delfin Systems
Delta Research Corporation
GlobalNet, Inc.
GlobalNet International, Inc.
Horizons Services Company, Inc.
Intermetrics International, Inc.
Intermetrics Securities, Inc.
J.B. Systems, Inc. d/b/a Mainsaver Corporation
Jaycor, Inc.
LinCom Corporation
Linkabit Wireless, Inc.
MERGECO, Inc.
MicroLithics Corporation
Midnight Oil Services, Inc.
MJR Associates, Inc.
Nations, Inc.
Procom Services, Inc.
Program Support Associates Inc.
Pulse Engineering, Inc.
Pulse Sciences, Inc.
Research Planning, Inc.

RW Consultants, Inc.
Sencom Corp.
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Titan Scan Technologies Corporation
Titan Systems Corporation
Titan Vigil, Inc.
Titan Wireless, Inc.
Tomotherapeutics, Inc.
Unidyne Corporation
UniVision Technologies, Inc.
VisiCom Laboratories, Inc.

All By: 
Name: Ray H. Guillaume
Title: Assistant Treasurer

ADMINISTRATIVE AGENT:

WACHOVIA BANK, NATIONAL
ASSOCIATION, as Administrative Agent

By: 
Name: GERALD P. HURLINGER
Title: VICE PRESIDENT

Atlantic Aerospace Electronics Corporation

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