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08-04-2004

Form PTO-1595 (Rev. 10/02)

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

Tab settings



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

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

1. Name of conveying party(ies):

TITAN DYNAMICS SYSTEMS, INC.

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

3. Nature of conveyance:

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

Execution Date: 5/28/2004

2. Name and address of receiving party(ies)

Name: WILTON FUNDING, LLC

Internal Address: _____

c/o Patriot Capital Funding, Inc.

Street Address: 61 Wilton Road, 2nd Floor

City: Westport State: CT Zip: 06880

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) _____

B. Patent No.(s) 5,235,127

5,996,500; 6,205,927; 6,354,033

Additional numbers attached? Yes No

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

Name: Laing P. Akers

Internal Address: _____

Street Address: 41 S. High Street, Suite 1300

City: Columbus State: OH Zip: 43215

6. Total number of applications and patents involved: 4

7. Total fee (37 CFR 3.41).....\$ 160

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

AUG 2004

DO NOT USE THIS SPACE

9. Signature.

Laing P. Akers

Name of Person Signing

Laing P. Akers
Signature

July 7, 2004

Date

Total number of pages including cover sheet, attachments, and documents: 12

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

08/04/2004 LUELLER 00000002 5235127

01 FC:8021

160.00 DP

**COLLATERAL AGREEMENT
RE: PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES**

On this 28th day of May, 2004, TITAN DYNAMICS SYSTEMS, INC., a Texas corporation ("Assignor"), with its principal place of business and mailing address at 8000 Tower Crescent Drive, Suite 260, Vienna, Virginia 22182 in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficient of which are hereby acknowledged, mortgages, pledges and grants to WILTON FUNDING, LLC, a Delaware limited liability company, with its mailing address at c/o Patriot Capital Funding, Inc., 61 Wilton Road, 2nd Floor, Westport, Connecticut 06880 ("Assignee") under that certain Loan and Security Agreement by and between Assignor, Assignee and certain other parties named therein dated of even date herewith (the "Loan Agreement"), a continuing security interest in the following property:

(i) Each patent, patent registration and patent application (to the extent permitted by applicable law) listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such patent, patent registration and patent application; and

(ii) Each patent license listed on Schedule A-2 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such patent license; and

(iii) Each trademark, trademark registration and trademark application (to the extent permitted by applicable law) listed on Schedule B-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(iv) Each trademark license listed on Schedule B-2 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark license; and

(v) Each copyright, copyright registration and copyright application (to the extent permitted by applicable law) listed on Schedule C-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such copyright, copyright registration and copyright application; and

(vi) Each copyright license listed on Schedule C-2 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such copyright license; and

(vii) All proceeds of the foregoing, including without limitation any claim by Assignor against third parties for damages by reason of past, present or future infringement of any item listed in the attached Schedules hereto or by reason of injury to the goodwill associated with any such patent, patent registration, patent application or patent license, trademark, trademark registration, trademark application or trademark

license, copyright, copyright registration, copyright application or copyright license in each case together with the right to sue for and collect said damages;

to secure the payment and performance of the Liabilities as set out in the Loan Agreement.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the mortgage, pledge and security interest in the patents, patent registrations, patent applications or patent licenses, trademarks, trademark registrations, trademark applications or trademark licenses, copyrights, copyright registrations, copyright applications or copyright licenses made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Assignor has caused this Agreement to be duly executed as of the date and year first above written.

TITAN DYNAMICS SYSTEMS, INC.,
a Texas corporation

By: [Signature]
Name: STEPHAN D FINDLEY
Title: PRESIDENT

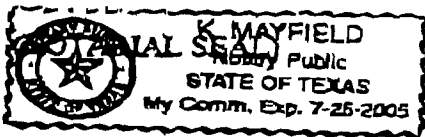
WILTON FUNDING, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

STATE OF TEXAS)
) SS
COUNTY OF HARRISON)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that STEPHAN D. FINDLEY PRESIDENT of TITAN DYNAMICS SYSTEMS, INC., a Texas corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she, being thereunto duly authorized, signed and delivered the said instrument as the free and voluntary act of said corporation and as his/her own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 17th day of May, 2004.



[Signature]
Notary Public

My Commission Expires: 7/25/2005

K. Mayfield
(Type or Print Name)

STATE OF _____)
) SS
COUNTY OF _____)

NASSAU, IN THE COMMUNWEALTH OF THE BAHAMAS

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that LINDSEY CASCINO, MANAGER of WILTON FUNDING, LLC, a Delaware limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she, being thereunto duly authorized, signed and delivered the said instrument as the free and voluntary act of said limited liability company and as his/her own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 8th day of April, 2004.

(NOTARIAL SEAL)

[Handwritten Signature]

Notary Public

My Commission Expires:

31st December, 2004

KATRINA MONTGOMERY
ATTORNEY-AT-LAW
NOTARY PUBLIC
P.O. BOX N-4837
NASSAU, BAHAMAS

SCHEDULE A-1**TO SECURITY AGREEMENT
RE: PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES****U.S. Patent Numbers
and Pending U.S. Patent Application Numbers****A. Patents and Patent Applications****Issued Patents - United States:**

Description	Patent No.	Issued
Weapon discharge simulation system and electrostatically discharged pyrotechnic cartridge for use in said system	5,235,127	08-10-93
Electrostatically dischargeable primer	5,996,500	12-07-99
Electric impulse cartridge	6,205,927	03-27-01
Electric gun	6,354,033	03-12-02

Pending Applications for Patents - United States:

None.

SCHEDULE A-2

**TO SECURITY AGREEMENT
RE: PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES**

Patent Licenses

None

SCHEDULE B-1

**TO SECURITY AGREEMENT
RE: PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES**

**Registered U.S. Trademarks
and Trademark Applications**

Registered Trademarks - United States:

None

Pending Trademark Applications - United States:

None

SCHEDULE B-2

**TO SECURITY AGREEMENT
RE: PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES**

Trademark Licenses

None

SCHEDULE C-1

**TO SECURITY AGREEMENT
RE: PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES**

Registered U.S. Copyrights and Copyright Applications

Registered Copyrights - United States:

None.

Copyright Applications - United States:

None.

SCHEDULE C-2

**TO SECURITY AGREEMENT
RE: PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES**

Licenses Granted to Borrower of Intellectual Property Used in the Business

None.

Columbus/368799.2

C-2-1

RECORDED: 08/02/2004

**PATENT
REEL: 015629 FRAME: 0291**