

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Austin Info Systems, Ltd.	04/01/2005
RECEIVING PARTY DATA	
Name:	Bear Stearns Corporate Lending Inc., as Administrative Agent
Street Address:	383 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10179
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	6329957
Patent Number:	6441793
CORRESPONDENCE DATA	
Fax Number:	(714)755-8290
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	ipdocket@lw.com
Correspondent Name:	Latham & Watkins LLP
Address Line 1:	650 Town Center Drive
Address Line 2:	Suite 2000
Address Line 4:	Costa Mesa, CALIFORNIA 92626
NAME OF SUBMITTER:	Rhonda DeLeon

Total Attachments: 8
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of April 1, 2005 (as amended, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement"), is made by each of the signatories hereto (collectively, the "Grantors") in favor of Bear Stearns Corporate Lending Inc. as administrative agent (in such capacity, the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

A. AIS Acquisition Corp., a Delaware corporation, and Sensor Systems, Inc., a Virginia corporation (individually and collectively and jointly and severally, the "Borrowers"), and Federal Information Technology Systems, LLC, a Delaware limited liability company ("Holdings"), have entered into a Credit Agreement, dated as of April 1, 2005 (as amended, supplemented, or otherwise modified from time to time, the "Credit Agreement"), with the banks, financial institutions and other entities (the "Lenders") from time to time party thereto, Bear, Stearns & Co. Inc. and Wachovia Capital Markets, LLC as joint lead arrangers and joint bookrunners, Wachovia Bank, National Association as syndication agent and the Administrative Agent.

B. It is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrowers under the Credit Agreement that the Grantors shall have executed and delivered that certain Guarantee and Collateral Agreement, dated as of April 1, 2005 in favor of the Administrative Agent (as amended, supplemented, replaced or otherwise modified from time to time, the "Guarantee and Collateral Agreement"). Capitalized terms used and not defined herein have the meanings given such terms in the Credit Agreement or the Guarantee and Collateral Agreement, as applicable.

C. Under the terms of the Guarantee and Collateral Agreement, the Grantors have granted a security interest in certain Property, including without limitation certain Intellectual Property of the Grantors to the Administrative Agent for the benefit of the Secured Parties, and have agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Administrative Agent for the benefit of the Secured Parties a security interest in and to all of such Grantor's right, title and interest in and to all of the following, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations (as defined in the Guarantee and Collateral Agreement):(i) all United States trademarks, service marks, trade names, domain names, corporate names, company names, business names, trade dress, trade styles, logos, or other indicia of origin or source identification, and all registrations of and applications to register the foregoing (except for "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051) and any new renewals thereof, including each registration and application identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and dilutions thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements and dilutions thereof) and (iv) all other rights of any kind whatsoever accruing thereunder or pertaining thereto, together in each case with the goodwill of the

business connected with the use of, and symbolized by, each of the above (collectively, the "Trademarks");

(b) (i) all United States patents, patent applications and patentable inventions, including without limitation each issued patent and patent application identified on Schedule 1, (ii) all inventions and improvements described and claimed therein, (iii) the right to sue or otherwise recover for any and all past, present and future infringements thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof) and (v) all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon and all other rights of any kind whatsoever accruing thereunder or pertaining thereto (collectively, the "Patents");

(c) (i) all United States copyrights, whether or not the underlying works of authorship have been published, and all copyright registrations and copyright applications, and any renewals or extensions thereof, including each registration identified on Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof) and (iv) all other rights of any kind whatsoever accruing thereunder or pertaining thereto (collectively, the "Copyrights"); and

(d) any and all proceeds of the foregoing.

SECTION 2. Recordation. Each Grantor authorizes and requests that the United States Register of Copyrights or the United States Commissioner of Patents and Trademarks, as applicable, record this Intellectual Property Security Agreement.

SECTION 3. Execution in Counterparts. This Agreement may be executed in any number of counterparts (including by telecopy), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. Governing Law. This Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

SECTION 5. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement shall govern.

IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

MEDICAL NUMERICS, INC.

By: *Kirk D. Brown*
Name: Kirk D. Brown
Title: President

STATE OF Virginia)
 : ss.:
COUNTY OF Loudoun)


On this 31st day of March, 2005, before me personally appeared Kirk D. Brown, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the entity upon behalf of which the person acted executed the instrument.

Joan M. Reed
Notary Public

My commission expires: 3/31/08

[Intellectual Property Security Agreement]

BEAR STEARNS CORPORATE LENDING INC.,
as Administrative Agent

By: 

Name:

Title: Richard Bram Smith
Vice President

[Intellectual Property Security Agreement]

**PATENT
REEL: 015908 FRAME: 0390**

Schedule 1

Copyright, Patent and Trademark Filings				
Description	Registration/ Application Number	Jurisdiction	Applicant	Date of App./ Reg.
Medina Wireless System (including WASP)	Copyright registration pending	U.S.	Austin Info Systems, Ltd. (fka Austin Info Systems, Inc.)	August 2, 2004
Analysis and eXploration of Information Sources (AXIS) Visualization Tool	Copyright registration pending	U.S.	Austin Info Systems, Ltd. (fka Austin Info Systems, Inc.)	January 18, 2004
Mission Planning Software	Copyright registration No. TX 3-771-533	U.S.	Austin Info Systems, Ltd. (fka Austin Info Systems, Inc.)	June 7, 1999
RCS Software	Copyright registration No. TX 4-983-516	U.S.	Austin Info Systems, Ltd. (fka Austin Info Systems, Inc.)	June 7, 1999
Table Driven Fuzzy Logic Correlation Software	Copyright registration No. TXu 977-787	U.S.	Austin Info Systems, Ltd. (fka Austin Info Systems, Inc.)	November 15, 2000
COMINT-AT Software	Copyright registration No. TXu 1-044-269	U.S.	Austin Info Systems, Ltd. (fka Austin Info Systems, Inc.)	April 18, 2002
MADRID Software	Copyright registration No. TXu 719-995	U.S.	Austin Info Systems, Ltd. (fka Austin Info Systems, Inc.)	July 15, 1999
WEBC31 Software	Copyright registration No. TXu 658-978	U.S.	Austin Info Systems, Ltd. (fka Austin Info Systems, Inc.)	July 15, 1999
KBDT Software	Copyright registration No. TX 4-968-151	U.S.	Austin Info Systems, Ltd. (fka Austin Info Systems, Inc.)	April 29, 1999

OSALAT Software	Copyright registration Pending	U.S.	Austin Info Systems, Ltd. (fka Austin Info Systems, Inc.)	November 15, 2000
Medina Sigint	Copyright registration in Process	U.S.	Austin Info Systems, Ltd. (fka Austin Info Systems, Inc.)	In Process
Level 2 Fusion (Comint & CIHUMINT Fusion)	Copyright Registration in Process	U.S.	Austin Info Systems, Ltd. (fka Austin Info Systems, Inc.)	In Process
Method and Apparatus for Transmitting and Receiving Multiple Frequency Bands Simultaneously	U.S. Patent No. 6,329,957	U.S.	Austin Info Systems, Ltd. (fka Austin Info Systems, Inc.)	December 11, 2001
Method and Apparatus for wireless communications and sensing Utilizing a Non-Collimating Lens	U.S. patent No. 6,441,793	U.S.	Austin Info Systems, Ltd. (fka Austin Info Systems, Inc.)	May23,2000/August 27,2002
System and Method for Automatic Geospatial WEB Network Generation VIA Metadata Transformation	Registration No. 32,329-Docket No. SSY0001-PRO	U.S.	Sensor Systems, Inc.	November 11, 2004
Medical Numerics	Trademark Serial No. 761348189	U.S.	Medical Numerics, Inc.	November 12, 2002