

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Geo-Centers, Inc	10/07/2005

RECEIVING PARTY DATA

Name:	Science Applications International Corporation
Street Address:	10260 Campus Point Drive
City:	San Diego
State/Country:	CALIFORNIA
Postal Code:	92121

PROPERTY NUMBERS Total: 30

Property Type	Number
Patent Number:	4498086
Patent Number:	4515473
Patent Number:	4877501
Patent Number:	4894615
Patent Number:	4911981
Patent Number:	5004566
Patent Number:	5077210
Patent Number:	5252695
Patent Number:	5293261
Patent Number:	5308771
Patent Number:	5342737
Patent Number:	5384265
Patent Number:	5468597
Patent Number:	5469176
Patent Number:	5492696

OP \$1200.00 4498086

PATENT

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REEL: 016862 FRAME: 0268

Patent Number:	5629626
Patent Number:	5637508
Patent Number:	5696207
Patent Number:	5814414
Patent Number:	5828432
Patent Number:	5945486
Patent Number:	5948316
Patent Number:	5965305
Patent Number:	5993541
Patent Number:	6058763
Patent Number:	6105416
Patent Number:	6240767
Patent Number:	6280759
Patent Number:	6393899
Patent Number:	6593136

CORRESPONDENCE DATA

Fax Number: (202)508-5858
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 202-508-5800
 Email: kforrester@kilpatrickstockton.com
 Correspondent Name: Dawn-Marie Bey
 Address Line 1: Kilpatrick Stockton LLP
 Address Line 2: 607 14th St., NW; Suite 900
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	36609-183264/GEO-CENTERS
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NAME OF SUBMITTER:	George T. Marcou
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Total Attachments: 2
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ASSIGNMENT OF PATENTS AND PATENT APPLICATIONS

WHEREAS, Geo-Centers, Inc., a Massachusetts corporation (the "Company") and Science Applications International Corporation, a Delaware corporation ("SAIC"), along with certain other parties, entered into an Agreement and Plan of Merger, dated as of August 10, 2005, as amended (the "Merger Agreement"); and

WHEREAS, the Company is either the sole and exclusive owner or has an ownership interest in the patents and patent applications in Exhibit A, (collectively, "Patent Property"); and

WHEREAS, in connection with the transactions contemplated by the Merger Agreement, SAIC is desirous of acquiring, and the Company is desirous of assigning to SAIC, all of the right, title, and interest of the Company into and under said Patent Property, and the inventions disclosed therein and covered thereby.

NOW THEREFORE, for good and valuable consideration as set forth in the Merger Agreement, the receipt and sufficiency of which is hereby acknowledged, the Company and SAIC agree as follows:

1. The Company, by these presents has sold, assigned, transferred and set over, and does hereby sell, assign, transfer and set over to SAIC, all of the Company's right, title and interest to the Patent Property, and to any and all inventions described in the Patent Property, in the United States, its territorial possessions and all foreign countries, and in any and all continuations-in-part, continuations, divisions, substitutes, reissues, extensions thereof, and all other applications for letters patent relating thereto that have been or shall be filed in the United States, its territorial possessions and/or any foreign countries, and all rights, together with all priority rights, under any of the international conventions, unions, agreements, acts, and treaties, including all future conventions, unions, agreements, acts, and treaties, the same to be held and enjoyed by SAIC for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, to the end of the term or terms for which letters patent are or may be granted or reissued as fully and entirely to the same extent as the same would have been held and enjoyed by the Company, if this assignment and sale had not been made; together with all claims for damages or injunctive relief by reason of infringements of such letters patent resulting from the Patent Property, with the right to sue for past infringement, and collect the same for its own use and behalf and for the use and behalf of its successors, assigns or other legal representatives.
2. The Company hereby authorizes and requests the Commissioner of Patents and Trademarks to issue any and all letters patents of the United States on such inventions or resulting from the Patent Property, or any continuations-in-part, continuations, divisions, substitutes, reissues or extensions thereof, to SAIC, as assignee of the Company's entire interest, and hereby covenants that the Company has full right to convey the interests herein assigned, and that it has not executed, and will not execute, any agreement in conflict herewith.

3. The Company agrees that upon request by SAIC, or its successors, assigns or other legal representatives that the Company or its successors, assigns or other legal representatives shall do all other legal acts reasonably necessary to carry out the intent of this assignment at the assignee's expense and request as well as provide such other material, information, or assistance as assignee or its successors, assigns or other legal representatives may consider necessary.
4. All provisions of the Merger Agreement are incorporated herein and govern this Assignment. Nothing herein is intended to modify, limit or otherwise affect the representations, warranties, covenants and agreements contained in the Merger Agreement, and such representations, covenants and agreements shall remain in full force and effect in accordance with the terms of the Merger Agreement. In the event of a conflict between this Assignment and the Merger Agreement, the provisions of the Merger Agreement shall govern, supersede, prevail and apply.
5. Unless otherwise defined herein, capitalized terms used herein shall have the same meaning as defined in the Merger Agreement.

In testimony whereof, **Geo-Centers, Inc.** has signed below, by its respective duly authorized legal representatives, on this 7th day of October, 2005.

Geo-Centers, Inc.

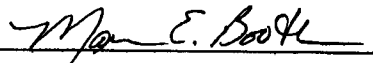
By: 

Title: Vice President, CFO

STATE OF MA)

COUNTY OF MIDDLESEX)

On this 7th day of OCTOBER, 2005, before me appeared Peter J. Cresco of Geo-Centers, Inc., who acknowledged execution of this Assignment as a free act by Geo-Centers, Inc.



Notary Public

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