

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
Veridian Information Solutions, Inc.	06/10/2002
RECEIVING PARTY DATA	
Name:	Wachovia Bank, National Association
Street Address:	301 South College Street, 5th Floor
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28288
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	5933498
CORRESPONDENCE DATA	
Fax Number:	(206)359-9398
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	206-359-8000
Email:	aperez@perkinscoie.com
Correspondent Name:	Perkins Coie LLP
Address Line 1:	P.O. Box 1247
Address Line 2:	PATENT-SEA
Address Line 4:	Seattle, WASHINGTON 98111
ATTORNEY DOCKET NUMBER:	32052.9531.US01
NAME OF SUBMITTER:	Anndreya Perez
Total Attachments: 6 source=June_10_2002_Security_Agreement_Veridian_Wachovia#page1.tif source=June_10_2002_Security_Agreement_Veridian_Wachovia#page2.tif source=June_10_2002_Security_Agreement_Veridian_Wachovia#page3.tif source=June_10_2002_Security_Agreement_Veridian_Wachovia#page4.tif	

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**ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES PATENTS AND TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, VERIDIAN INFORMATION SOLUTIONS, INC., a California corporation (the "Assignor"), having its chief executive office at 10560 Arrowhead Drive, Fairfax, Virginia 22030, hereby assigns and grants to WACHOVIA BANK, NATIONAL ASSOCIATION, with offices at 301 South College Street, 5th Floor, Charlotte, North Carolina 28288-0760, a security interest in all of the Assignor's right, title and interest in, to and under the following (all of the following items or types or property being herein collectively referred to as the "Patent and Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(i) each Patent and Patent application of the Assignor, including each Patent and Patent application referred to on Schedule A hereto;

(ii) each Trademark, Trademark registration and Trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application of the Assignor, including each Trademark, Trademark Registration and Trademark Application referred to in Schedule B hereto;

(iii) all products and proceeds of the foregoing, including any claim by the Assignor against third parties for past, present or future infringement of any Patent, or past, present or future infringement or dilution of any Trademark or Trademark registration, including any Patent or Trademark listed on Schedule A or Schedule B hereto, as applicable, or under any Patent or Trademark licensed under any Patent License or Trademark License, including any such License listed on Schedule A or Schedule B hereto, as applicable, or for injury to the goodwill associated with any Trademark, Trademark registration or Trademark License.

THIS ASSIGNMENT shall have an effective date as of June 10th, 2002.

THIS ASSIGNMENT has been granted in conjunction with the security interest granted to the Assignee under the Collateral Agreement, dated as of June 10, 2002 by and among Veridian Corporation, certain of its Subsidiaries party thereto, including the Assignor and the Assignee (as amended, restated, modified, or supplemented from time to time, the "Collateral Agreement"). Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Collateral Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

[SIGNATURE PAGES FOLLOW]

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IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the 10th day of June, 2002.

VERIDIAN INFORMATION SOLUTIONS, INC.,
as Assignor

By: *James P. Allen*
Name: James P. Allen
Title: Sr. Vice President and Chief Financial Officer

STATE OF *Virginia*
COUNTY OF *Arlington*

The foregoing instrument was acknowledged before me this *10th* day of *June*, 2002 by *James P. Allen*, as *Sr. Vice President* of VERIDIAN INFORMATION SOLUTIONS, INC., a California corporation, on behalf of VERIDIAN INFORMATION SOLUTIONS, INC.

P. W. Bender

Notary Public

[NOTARY SEAL]

My commission expires: *July 31, 2002*

WACHOVIA BANK, NATIONAL
ASSOCIATION, as Assignee

By: Scott Santa Cruz
Name: Scott Santa Cruz
Title: Director

STATE OF North Carolina
COUNTY OF Mecklenburg

The foregoing instrument was acknowledged before me this 28 day of May,
2002 by Scott Santa Cruz as Director of WACHOVIA BANK,
NATIONAL ASSOCIATION, a national banking association, on behalf of WACHOVIA
BANK, NATIONAL ASSOCIATION.

Louinda Gail Horn
Notary Public

[NOTARY SEAL]

My commission expires: Feb. 14, 2005

Schedule A
to
Assignment of Security Interest
in United States Patents and Trademarks

VERIDIAN INFORMATION SOLUTIONS, INC.

1. US6314409
11/6/01
System for controlling access and distribution of digital property.
Veridian Information Solutions, Inc.
2. US5933498
08/03/99
System for controlling access and distribution of digital property
Veridian Information Solutions, Inc.
3. US5583995
12/10/96
Apparatus and method for data storage and retrieval using bandwidth allocation
Veridian Information Solutions, Inc.
4. US5414771
05/09/95
System and method for the creation of random sequences and for the cryptographic
protection of communications
Veridian Information Solutions, Inc.

Schedule B
to
Assignment of Security Interest
in United States Patents and Trademarks

VERIDIAN INFORMATION SOLUTIONS, INC.

1. Registration No: 2244395
Serial No: 75392329
05/11/99
TRIDENT DATA SYSTEMS
Trident Data Systems, Inc.¹

2. Registration No: 2233238
Serial No: 75216227
03/23/99
MRJ TECHNOLOGY SOLUTIONS
MRJ, Inc.²

3. Registration No: 2188839
Serial No: 75216678
09/15/98
MRJ TECHNOLOGY SOLUTIONS
MRJ, Inc.

4. Registration No: 2017467
Serial No: 75017665
11/19/96
GTAC
MRJ, Inc.

5. Registration No: 2040894
Serial No: 74474786
02/25/97
SOCR SYMBOLIC OCR
MRJ, Inc.

¹ Trident Data Systems, Inc. was renamed Veridian Information Solutions, Inc. on April 7, 2000.

² MRJ, Inc. merged into Trident Data Systems, Inc. on April 7, 2000. Trident Data Systems, Inc. was renamed Veridian Information Solutions, Inc. on April 7, 2000.

6. Registration No: 1977545
Serial No: 74433643
06/04/96
SOFTBOOK
MRJ, Inc.
7. Registration No: 2509655
Serial No: 76160601
11/20/01
EQUIENT
Veridian Information Solutions, Inc.
8. Registration No: Pending
Serial Nos: 76187705; 76187706
01/02/01 (Filing Date)
VERIFIDES
Veridian Information Solutions, Inc.
9. Registration No: 2559180
Serial No: 75496542
04/09/02
TNE
Veridian Information Solutions, Inc.
10. Registration No: 2244396
Serial No: 75392377
05/11/99
TRIDENT INFORMATION PROTECTION TOOLBOX
Trident Data Systems, Inc.
11. Registration No: Pending
Serial No: 76354723
05/11/99 (Filing Date)
AJCOM Advanced Joint Command Operations Model
Veridian Information Solutions, Inc.
12. Registration No: Pending
Serial No: 76354724
12/21/01 (Filing Date)
COTEAM COMBINED OPERATIONS, TRAINING, EXPERIMENTATION &
ANALYSIS MODEL
Veridian Information Solutions, Inc.