

06-27-2002

HEET

Docket No.:

LY

13568.057

Tab settings → → → ▼



102137849

the attached original documents or copy thereof.

To the Honorable Commissioner of F

1. Name of conveying party(ies):

VERIDIAN CORPORATION

06/20/02

- Individual(s)
- General Partnership
- Corporation-State Delaware
- Other _____

Additional names(s) of conveying party(ies) Yes No

2. Name and address of receiving party(ies):

Name: WACHOVIA BANK, NATIONAL ASSOCIATION

Internal Address: _____

Street Address: 301 S. College St., 5th Floor

City: Charlotte State: NC ZIP: 28288

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other National Association

If assignee is not domiciled in the United States, a domestic designation is Yes No
(Designations must be a separate document from Additional name(s) & address(es) Yes No

3. Nature of conveyance:

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

Execution Date: June 10, 2002

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

76042714

See Schedule B

B. Trademark Registration No.(s)

2556365

See Schedule B

Additional numbers Yes No

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

Name: Karl S. Sawyer, Jr.

Internal Address: Kennedy Covington Lobdell &

Hickman, LLP

Bank of America Corporate Center, Suite 4200

Street Address: 100 N. Tryon St.

City: Charlotte State: NC ZIP: 28202

6. Total number of applications and registrations involved:.....

22

7. Total fee (37 CFR 3.41):.....\$ \$565.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

18-1215

DO NOT USE THIS SPACE

06/26/2002 DBYRNE 00000072 76042714

01 FC:481
02 FC:482

40.00 DP
525.00 DP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Karl S. Sawyer, Jr.

Name of Person Signing

Karl S. Sawyer, Jr.
Signature

June 20, 2002

Date

9

Total number of pages including cover sheet, attachments, and

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

VERIDIAN CORPORATION

1. Registration No: 2556365; 2556366; 2556367; 2550307
Serial Nos: 75475467; 75475468; 75475470; 75475471
4/2/02; 4/2/02; 3/19/02; 3/19/02
VERIDIAN
2. Registration No: Pending
Serial Nos: 76042714; 76042715
5/8/00 (Filing Date)
VERITECT
3. Registration No: Pending
Serial Nos: 78014534; 78014538
6/27/00 (Filing Date)
VALLATOR
4. Registration No: Pending
Serial Nos: 78014521; 78014529
6/27/00 (Filing Date)
VALATOR
5. Registration No: 1949840
Serial No: 74182162
01/23/96
ITAS
6. Registration No: Pending
Serial Nos: 76319563; 76319564; 76319565; 76319566
10/01/01
VERITRACKS

7. Registration No: Pending
Serial Nos: 76346407; 76346408; 76346409
12/07/01
VERISPHINX
8. Registration No: 1997838
Serial No: 74542208
09/03/96
KNOWLEDGE, IMAGINATION, DISCOVERY
9. Registration No: 1194126
Serial No: 73221565
04/20/82
KNOWLEDGE, IMAGINATION, DISCOVERY (SANSKRIT)
10. Registration No: 1214367
Serial No: 73221494
10/26/82
KNOWLEDGE, IMAGINATION, DISCOVERY (SANSKRIT)
11. Registration No: 1166812
Serial No: 73220768
8/25/81
VEDA

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

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, VERIDIAN CORPORATION, a Delaware corporation (the "Assignor"), having its chief executive office at 1200 South Hayes Street, Arlington, Virginia 22202, 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 10, 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]

2062226.01
LIB: CH

**TRADEMARK
REEL: 2532 FRAME: 0536**

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

VERIDIAN CORPORATION, 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 CORPORATION, a Delaware corporation, on behalf of VERIDIAN CORPORATION.

[NOTARY SEAL]

P. H. Seidler
Notary Public

My commission expires: *July 31, 2003*

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.

[NOTARY SEAL]

Lorinda Gail Horn
Notary Public

My commission expires: Feb. 14, 2005

[Assignment of Security Interest in US Patents and Trademarks]

TRADEMARK
REEL: 2532 FRAME: 0538

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

VERIDIAN CORPORATION

None

Schedule B
to
Assignment of Security Interest
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10/01/01
VERITRACKS

¹ Veridian is the applicant for the Veritect trademark.

² The ITAS mark is a registered trademark of Veda International, Inc. In 1997, Veda International, Inc. was renamed Veridian Corporation. ITAS Products are sold by Veridian Corporation subsidiary Veridian Systems Incorporated.

7. Registration No: Pending
Serial Nos: 76346407; 76346408; 76346409
12/07/01
VERISPHINX
8. Registration No: 1997838
Serial No: 74542208
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