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RECORDATION FORM COVER SHEET  
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1998 OCT -9 P 3: 51

U.S. PATENT &

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

MRO 10-9-98

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

Conveyance Type

- Assignment
- Security Agreement
- Merger
- Change of Name
- Other
- License
- Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year  
 09 30 98

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name  PACIFIC-SIERRA RESEARCH CORPORATION

09 30 98

Formerly

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association

Other

Citizenship/State of Incorporation/Organization  CALIFORNIA

Receiving Party

Mark if additional names of receiving parties attached

Name  NBD BANK, N.A.

DBA/AKA/TA

Composed of

Address (line 1)  ONE INDIANA SQUARE

Address (line 2)

Address (line 3)  INDIANAPOLIS

INDIANA

46266

City

State/Country

Zip Code

- Individual
- General Partnership
- Limited Partnership

- Corporation
- Association

Other  NATIONAL BANKING ASSOCIATION

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization  UNITED STATES

10/23/1998 TTOM11 00000039 2078434

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01 FC:401  
02 FC:402

40.00 OP  
350.00 OP

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

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REEL: 1810 FRAME: 0864

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

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| <input type="text" value="75/366617"/> | <input type="text" value="75/521979"/> | <input type="text"/> |
| <input type="text" value="75/377169"/> | <input type="text" value="75/505097"/> | <input type="text"/> |
| <input type="text" value="75/521978"/> | <input type="text" value="75/521981"/> | <input type="text"/> |

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| <input type="text" value="1836061"/> | <input type="text" value="2024110"/> | <input type="text" value="1316642"/> |

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed  Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

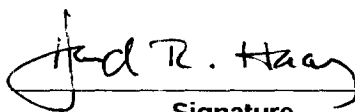
Authorization to charge additional fees: Yes  No

**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. Charges to deposit account are authorized, as indicated herein.

David R. Haarz

Name of Person Signing



Signature

10-9-98

Date Signed

**AMENDED AND RESTATED**  
**SUBSIDIARY GUARANTOR SECURITY AGREEMENT**

THIS AMENDED AND RESTATED SUBSIDIARY GUARANTOR SECURITY AGREEMENT, dated as of September 30, 1998 (this "Security Agreement"), is made by Pacific-Sierra Research Corporation, a California corporation (the "Company"), in favor of NBD Bank, N.A., a national banking association of Indianapolis, Indiana, as administrative agent (in such capacity, the "Administrative Agent") for the benefit of itself and the lenders (the "Lenders") now or hereafter parties to the Credit Agreement described below.

**RECITALS**

A. Veridian Corporation, a Delaware corporation ("Veridian") has entered into an Amended and Restated Credit Agreement of even date herewith (as amended or modified from time to time, including any agreement entered into in substitution therefor, the "Credit Agreement"), with the Lenders and the Administrative Agent pursuant to which the Lenders may make Advances (as therein defined) to Veridian.

B. Under the terms of the Credit Agreement, the Company has agreed to grant to the Administrative Agent, for the benefit of itself and the Lenders, a first-priority security interest, subject only to security interests expressly permitted by the Credit Agreement in and to the Collateral hereinafter described.

**AGREEMENT**

To secure (a) the prompt and complete payment of all indebtedness and other obligations of Veridian or any Subsidiary Guarantor now or hereafter owing to the Lenders or the Administrative Agent under or on account of the Credit Agreement, any Security Document or any letters of credit, notes or other instruments issued to the Administrative Agent or Lenders pursuant thereto, (b) the performance of the covenants under the Credit Agreement and the Security Documents and any monies expended by the Administrative Agent or any Lender in connection therewith, (c) the prompt and complete payment of all obligations and performance of all covenants of Veridian or any Subsidiary Guarantor under any interest rate or currency swap agreements or similar transactions with any Lender relating to the Credit Agreement and (d) the prompt and complete payment of any and all other indebtedness, obligations and liabilities of any kind of Veridian or any Subsidiary Guarantor to the Administrative Agent and the Lenders, in all cases, of any kind or nature, howsoever created or evidenced and whether now or hereafter existing, direct or indirect (including without limitation any participation interest acquired by any Lender in any such indebtedness, obligations or liabilities of Veridian or any Subsidiary Guarantor to any other person), absolute or contingent, joint and/or several, secured or unsecured, arising by operation of

law or otherwise, and whether incurred by Veridian or any Subsidiary Guarantor as principal, surety, endorser, guarantor, accommodation party or otherwise, including without limitation all principal and all interest (including any interest accruing subsequent to any petition filed by or against Veridian or any Subsidiary Guarantor under the U.S. Bankruptcy Code), indemnity and reimbursement obligations, charges, expenses, fees, attorneys' fees and disbursements and any other amounts owing thereunder (all of the aforesaid indebtedness, obligations and liabilities of Veridian and the Subsidiary Guarantors being herein called the "Secured Obligations", and all of the documents, agreements and instruments among Veridian, the Subsidiary Guarantors, the Administrative Agent, the Lenders, or any of them, evidencing or securing the repayment of, or otherwise pertaining to, the Secured Obligations including without limitation the Credit Agreement, the Notes (as defined in the Credit Agreement) and the Security Documents (as defined in the Credit Agreement), being herein collectively called the "Operative Documents"), for value received and pursuant to the Credit Agreement the Company hereby grants, assigns and transfers to the Administrative Agent for the benefit of the Lenders a first-priority security interest, subject only to Permitted Liens, in and to the following described property whether now owned or existing or hereafter acquired or arising and wherever located (all of which is herein collectively called the "Collateral"):

(a) All of the Company's present and future accounts, documents, instruments, general intangibles and chattel paper, including, but without limitation, all accounts receivable, contract rights, all deposit accounts and all monies and claims for money due or to become due to the Company, security held or granted to the Company, and all assets described in clause (d) below, including without limitation all of the Company's right, title and interest in and to all government contracts of the Company or of the Subsidiary Guarantors or of any of them, now existing or hereafter arising from time to time;

(b) All of the Company's furniture, fixtures, machinery and equipment, and all parts thereof and accessions thereto, whether now owned or hereafter acquired, and wherever located, and whether used by the Company or any other person, or leased by the Company to any person and whether the interest of Company is as owner, lessee or otherwise;

(c) All of the Company's present and future inventory of every type, wherever located, including but not limited to raw materials, work in process, finished goods and all inventory that is available for leasing or leased to others by the Company;

(d) All other present and future assets of the Company (whether tangible or intangible), including but not limited to all trademarks, tradenames, service marks, patents, industrial designs, masks, trade names, trade secrets, copyrights, franchises, customer lists, service marks, computer programs, software, tax refund claims, licenses and permits, and the good will associated therewith and all federal, state, foreign and other applications and registrations therefor, all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof now or hereafter in effect, all income, license royalties, damages and payments now and hereafter due or payable under and with respect thereto, including, without limitation, any damages, proceeds or payments for past or future infringements thereof and all income, royalties, damages and payments under all licenses thereof, the right to sue for past, present and future infringements thereof, all right, title and interest of the Company as licensor under any of the foregoing whether now owned and existing or hereafter

## SUBSIDIARY GUARANTOR SECURITY AGREEMENT

arising, and all other rights and other interests corresponding thereto throughout the world (all of the assets described in this clause (d) collectively referred to as the "Intellectual Property");

(e) All books, records, files, correspondence, computer programs, tapes, disks, cards, accounting information and other data of the Company related in any way to the Collateral described in clauses (a), (b), (c) and (d) above, including but not limited to any of the foregoing necessary to administer, sell or dispose of any of the Collateral;

(f) All substitutions and replacements for, and all additions and accessions to, any and all of the foregoing; and

(g) All products and all proceeds of any and all of the foregoing, and, to the extent not otherwise included, all (1) payments under insurance (whether or not the Administrative Agent or any Lender is the loss payee thereof), and any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing and (2) cash.

1. Representations, Warranties, Covenants and Agreements. The Company further represents, warrants, covenants, and agrees with the Administrative Agent for the benefit of the Lenders as follows:

(a) Ownership of Collateral; Security Interest Priority. At the time any Collateral becomes subject to a security interest of the Administrative Agent hereunder, unless the Administrative Agent and the Lenders shall otherwise consent, the Company shall be deemed to have represented and warranted that (i) the Company is the lawful owner of such Collateral and has the right and authority to subject the same to the security interest of the Administrative Agent; (ii) other than Permitted Liens (as defined in the Credit Agreement) and lessors' interest with respect to any security interest in any property leased by the Company as lessee, none of the Collateral is subject to any Lien other than that in favor of the Administrative Agent and there is no effective financing statement or other filing covering any of the Collateral on file in any public office, other than in favor of the Administrative Agent. This Security Agreement creates in favor of the Administrative Agent a valid first-priority security interest, subject only to Permitted Liens, in the Collateral enforceable against the Company and all third parties and securing the payment of the Secured Obligations. All financing statements and other documents necessary to perfect such security interest in the Collateral have been delivered by the Company to the Administrative Agent for filing.

(b) Location of Offices, Records and Facilities. The Company's chief executive office and chief place of business and the office where the Company keeps its records concerning its accounts, contract rights, chattel papers, instruments, general intangibles and other obligations arising out of or in connection with the sale or lease of goods or the rendering of services or otherwise ("Receivables") are located in the State of California, County of Los Angeles, at 2901 28<sup>th</sup> Street, Suite 300, Santa Monica, California 90405. The Company will provide the Administrative Agent with at least 40 days' prior written notice of any proposed change in the location of its chief executive office. The Company's only other offices and facilities are at the locations set forth in Schedule 1(b) hereto. The Company will provide the Administrative Agent with prior written notice of any change in the locations of its other offices and the facilities at which

any assets of the Company are located. The tax identification number of the Company is 95-2685034. The name of the Company is Pacific-Sierra Research Corporation, and the Company operates under no other names. The Company shall not change its name without at least 40 days' prior written notice to the Administrative Agent.

(c) Location of Inventory, Fixtures, Machinery and Equipment. (i) All Collateral consisting of inventory is, and will be, located at the locations listed on Schedule 1(c)(i) hereto, and at no other locations without the prior written consent of the Administrative Agent; and (ii) all Collateral consisting of fixtures, machinery or equipment, is, and will be, located at the locations listed on Schedule 1(c)(ii) hereto, and at no other locations without the prior written consent of the Administrative Agent. If the Collateral described in clauses (i) or (ii) is kept at leased locations or warehoused, the Company has obtained appropriate landlord's lien waivers or appropriate warehousemen's notices have been sent, each satisfactory to the Administrative Agent, unless waived by the Administrative Agent.

(d) Liens, Etc. The Company will keep the Collateral free at all times from any and all liens, security interests or encumbrances other than those described in Paragraph 1(a)(ii) and those consented to in writing by the Required Lenders. The Company will not, without the prior written consent of the Administrative Agent, sell, lease, license, transfer, assign or otherwise dispose, or permit or suffer to be sold, leased, licensed, transferred, assigned or otherwise disposed, any of the Collateral, except for, prior to an event of default only (notwithstanding any other agreement), the following: inventory sold in the ordinary course of business and other assets permitted to be sold, leased, licensed, transferred, assigned or otherwise disposed under Section 5.2(h) of the Credit Agreement. The Administrative Agent or its attorneys may at any and all reasonable times inspect the Collateral and for such purpose may enter upon any and all premises where the Collateral is or might be kept or located.

(e) Insurance. The Company shall keep the tangible Collateral insured at all times against loss by theft, fire and other casualties. Said insurance shall be issued by a company rated A- or better by Best and shall be in amounts sufficient to protect the Administrative Agent and the Lenders against any and all loss or damage to the Collateral. The policy or policies which evidence said insurance shall be delivered to the Administrative Agent upon request, shall contain a lender loss payable clause in favor of the Administrative Agent, shall name the Administrative Agent for the benefit of the Lenders as an additional insured, as its interest may appear, shall not permit amendment, cancellation or termination without giving the Administrative Agent at least 30 days' prior written notice thereof, and shall otherwise be in form and substance satisfactory to the Administrative Agent. Reimbursement under any liability insurance maintained by the Company pursuant to this Paragraph 1(e) may be paid directly to the person who shall have incurred liability covered by such insurance. In case of any loss involving loss to tangible Collateral, the Company shall make or cause to be made the necessary repairs to or replacements of such tangible Collateral and any proceeds of insurance maintained by the Company pursuant to this paragraph 1(e) shall be paid to the Company as reimbursement for the costs of such repairs or replacements; provided that if there is any event of default or any event or condition which with notice or lapse of time or both would become an event of default (whether before or after any event which caused any reimbursement under any hazard insurance), or if such reimbursement is greater than \$500,000,

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such amounts shall be paid to the Administrative Agent for application to the Secured Obligations whether or not then due or payable.

(f) Taxes, Etc. The Company will pay promptly, and within the time that they can be paid without interest or penalty, any taxes, assessments and similar imposts and charges, not being contested in good faith, which are now or hereafter may become a Lien upon any of the Collateral. If the Company fails to pay any such taxes, assessments or other imposts or charges in accordance with this Paragraph 1(f), the Administrative Agent shall have the option to do so and the Company agrees to repay forthwith all amounts so expended by the Administrative Agent with interest at the Overdue Rate.

(g) Further Assurances. The Company will do all acts and things and will execute all financing statements and writings reasonably requested by the Administrative Agent to establish, maintain and continue a perfected and valid security interest of the Administrative Agent in the Collateral, and will promptly on demand pay all reasonable costs and expenses of filing and recording all instruments, including the costs of any searches deemed necessary by the Administrative Agent, to establish and determine the validity and the priority of the Administrative Agent's security interests. A carbon, photographic or other reproduction of this Security Agreement or any financing statement covering the Collateral shall be sufficient as a financing statement. Upon the request of the Administrative Agent, the Company will provide information (including any copies of any documents) regarding the government contracts of the Company, now existing or hereafter existing from time to time, and will execute such documents reasonably requested by the Administrative Agent to establish, maintain and continue a perfected and valid security interest of the Administrative Agent in such government contracts and to comply with the Assignment of Claims Act of 1940, as amended.

(h) List of Patents, Copyrights, Mask Works and Trademarks. Attached hereto as Schedule 1(h)(i) is a list of all patents and patent applications owned by the Company. Attached hereto as Schedule 1(h)(ii) is a list of all registered copyrights and all mask works and applications therefor owned by the Company. Attached hereto as Schedule 1(h)(iii) is a list of all trademarks and service marks owned by the Company. If the Company at any time owns any additional patents, copyrights, mask works, trademarks or any applications therefor not listed on such schedules, the Company shall give the Administrative Agent prompt written notice thereof and hereby authorizes the Administrative Agent to modify this Agreement by amending Schedules 1(h)(i), 1(h)(ii) and 1(h)(iii) to include all future patents, copyrights, mask works, trademarks and applications therefor and agrees to execute all further instruments and agreements, if any, if requested by the Administrative Agent to evidence the Administrative Agent's interest therein.

(i) Maintenance of Tangible Collateral. The Company will cause the tangible Collateral material to the conduct of its business to be maintained and preserved in the same condition, repair and working order as when new, ordinary wear and tear excepted, and in accordance with any manufacturer's manual, and shall forthwith, or, in the case of any loss or damage to any of the tangible Collateral as quickly as practicable after the occurrence thereof, make or cause to be made all repairs, replacements, and other improvements which are necessary or

desirable to such end. The Company shall promptly furnish to the Administrative Agent a statement respecting any loss or damage to any of the tangible Collateral.

(j) Special Rights Regarding Receivables. The Administrative Agent or any of its agents may, at any time and from time to time in its sole discretion upon the existence of any event of default under this Security Agreement, verify, directly with each person (collectively, the "Obligors") which owes any Receivables to the Company, the Receivables in any manner. The Administrative Agent or any of its agents may, at any time from time to time after and during the continuance of an event of default under this Security Agreement, notify the Obligors of the security interest of the Administrative Agent in the Collateral and/or direct such account debtors that all payments in connection with such obligations and the Collateral be made directly to the Administrative Agent in the Administrative Agent's name. If the Administrative Agent or any of its agents shall collect such obligations directly from the Obligors, the Administrative Agent or any of its agents shall have the right to resolve any disputes relating to returned goods directly with the Obligors in such manner and on such terms as the Administrative Agent or any of its agents shall deem appropriate. The Company directs and authorizes any and all of its present and future account debtors to comply with requests for information from the Administrative Agent, the Administrative Agent's designees and agents and/or auditors, relating to any and all business transactions between the Company and the Obligors. The Company further directs and authorizes all of its Obligors upon receiving a notice or request sent by the Administrative Agent or the Administrative Agent's agents or designees to pay directly to the Administrative Agent any and all sums of money or proceeds now or hereafter owing by the Obligors to the Company, and any such payment shall act as a discharge of any debt of such Obligor to the Company in the same manner as if such payment had been made directly to the Company. After and during the continuance of an event of default, (i) all amounts and proceeds (including instruments) received by the Company in respect of the Receivables shall be received in trust for the benefit of the Administrative Agent hereunder, shall be segregated from other funds of the Company and shall be forthwith paid over to the Administrative Agent in the same form as so received (with any necessary endorsement) to be held as cash collateral and either (A) released to the Company so long as no event of default shall have occurred and be continuing or (B) if any event of default shall have occurred and be continuing, applied by the Administrative Agent to the Secured Obligations, whether or not then due or payable, and (ii) the Company shall not adjust, settle or compromise the amount or payment of any Receivable, release wholly or partly any Obligor thereof, or allow any credit or discount thereon. The Company agrees to take any and all action as the Administrative Agent may reasonably request to assist the Administrative Agent in exercising the rights described in this Paragraph 1(j).

(k) Maintenance of Intellectual Property and Other Intangible Collateral. The Company shall preserve and maintain all rights of the Company and the Administrative Agent in all material Intellectual Property and all other material intangible Collateral, including without limitation the payment of all maintenance fees, filing fees and the taking of all appropriate action at the Company's expense to halt the infringement of any of the Intellectual Property or other Collateral, provided that, with respect to halting the infringement of any Intellectual Property or other Collateral, the Company does not need to take all such appropriate action if the Company has, or after an event of default the Required Lenders have, reasonably determined that it is not in its best interest to demand or enforce cessation of such infringement or other conduct because it is



either not material or because the adverse consequences to the Company would outweigh the benefits gained by such demand or enforcement.

2. Events of Default. The occurrence of any Event of Default under the Credit Agreement shall be deemed an event of default under this Security Agreement.

3. Remedies. Upon the occurrence of any event of default specified in Paragraph 2 hereof, the Administrative Agent shall have and may exercise any one or more of the rights and remedies provided to it under this Security Agreement or any of the other Operative Documents or provided by law, including but not limited to all of the rights and remedies of a secured party under the Uniform Commercial Code of the State of Michigan, and the Company hereby agrees to assemble the Collateral and make it available to the Administrative Agent at a place to be designated by the Administrative Agent which is reasonably convenient to both parties, authorizes the Administrative Agent to take possession of the Collateral with or without demand and with or without process of law and to sell and dispose of the same at public or private sale and to apply the proceeds of such sale to the costs and expenses thereof (including reasonable attorneys' fees and disbursements, incurred by the Administrative Agent or any Lender) and then to the payment and satisfaction of the Secured Obligations. Any requirement of reasonable notice shall be met if the Administrative Agent sends such notice to the Company, by registered or certified mail, at least 5 days prior to the date of sale, disposition or other event giving rise to a required notice. The Administrative Agent or any Lender may be the purchaser at any such sale. The Company expressly authorizes such sale or sales of the Collateral in advance of and to the exclusion of any sale or sales of or other realization upon any other collateral securing the Secured Obligations. The Administrative Agent shall have no obligation to preserve rights against prior parties. The Company hereby waives as to the Administrative Agent and each Lender any right of subrogation or marshalling of such Collateral and any other collateral for the Secured Obligations. To this end, the Company hereby expressly agrees that any such collateral or other security of the Company or any other party which the Administrative Agent may hold, or which may come to any of the Lenders or any of their possession, may be dealt with in all respects and particulars as though this Security Agreement were not in existence. The parties hereto further agree that public sale of the Collateral by auction conducted in any county in which any Collateral is located or in which the Administrative Agent or the Company does business after advertisement of the time and place thereof shall, among other manners of public and private sale, be deemed to be a commercially reasonable disposition of the Collateral. The Company shall be liable for any deficiency remaining after disposition of the Collateral.

4. Special Remedies Concerning Certain Collateral.

(a) Upon the occurrence of any event of default, the Company shall, if requested to do so in writing by the Administrative Agent, and to the extent so requested (i) promptly collect and enforce payment of all amounts due the Company on account of, in payment of, or in connection with, any of the Collateral, (ii) hold all payments in the form received by the Company as trustee for the Administrative Agent, without commingling with any funds belonging to the Company, and (iii) forthwith deliver all such payments to the Administrative Agent with endorsement to the Administrative Agent's order of any checks or similar instruments.

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(b) Upon the occurrence of any event of default, the Company shall, if requested to do so in writing by the Administrative Agent, and to the extent so requested, notify all Obligor and other persons with obligations to the Company on account of or in connection with any of the Collateral of the security interest of the Administrative Agent in the Collateral and direct such account debtors and other persons that all payments in connection with such obligations and the Collateral be made directly to the Administrative Agent. The Administrative Agent itself may, upon the occurrence of an event of default, so notify and direct any such account debtor or other person that such payments are to be made directly to the Administrative Agent.

(c) Upon the occurrence of any event of default, for purposes of assisting the Administrative Agent in exercising its rights and remedies provided to it under this Security Agreement, the Company (i) hereby irrevocably constitutes and appoints the Administrative Agent its true and lawful attorney, for and in the Company's name, place and stead, to collect, demand, receive, sue for, compromise, and give good and sufficient releases for, any monies due or to become due on account of, in payment of, or in connection with the Collateral, (ii) hereby irrevocably authorizes the Administrative Agent to endorse the name of the Company, upon any checks, drafts, or similar items which are received in payment of, or in connection with, any of the Collateral, and to do all things necessary in order to reduce the same to money, (iii) with respect to any Collateral, hereby irrevocably assents to all extensions or postponements of the time of payment thereof or any other indulgence in connection therewith, to each substitution, exchange or release of Collateral, to the addition or release of any party primarily or secondarily liable, to the acceptance of partial payments thereon and the settlement, compromise or adjustment (including adjustment of insurance payments) thereof, all in such manner and at such time or times as the Administrative Agent shall deem advisable, and (iv) hereby irrevocably authorizes the Administrative Agent to notify the post office authorities to change the address for delivery of the Company's mail to an address designated by the Administrative Agent, and the Administrative Agent may receive, open and dispose of all mail addressed to the Company. Notwithstanding any other provisions of this Security Agreement, it is expressly understood and agreed that the Administrative Agent shall have no duty, and shall not be obligated in any manner, to make any demand or to make any inquiry as to the nature or sufficiency of any payments received by it or to present or file any claim or take any other action to collect or enforce the payment of any amounts due or to become due on account of or in connection with any of the Collateral.

5. Remedies Cumulative. No right or remedy conferred upon or reserved to the Administrative Agent under any Operative Document is intended to be exclusive of any other right or remedy, and every right and remedy shall be cumulative in addition to every other right or remedy given hereunder or now or hereafter existing under any applicable law. Every right and remedy of the Administrative Agent under any Operative Document or under applicable law may be exercised from time to time and as often as may be deemed expedient by the Administrative Agent. To the extent that it lawfully may, the Company agrees that it will not at any time insist upon, plead, or in any manner whatever claim or take any benefit or advantage of any applicable present or future stay, extension or moratorium law, which may affect observance or performance of any provisions of any Operative Document; nor will it claim, take or insist upon any benefit or advantage of any present or future law providing for the valuation or appraisal of any security for its obligations under any Operative Document prior to any sale or sales thereof which may be made under or by virtue of any instrument governing the same; nor will the Company, after any such sale

or sales, claim or exercise any right, under any applicable law to redeem any portion of such security so sold.

6. Conduct No Waiver. No waiver of default shall be effective unless in writing executed by the Administrative Agent and waiver of any default or forbearance on the part of the Administrative Agent in enforcing any of its rights under this Security Agreement shall not operate as a waiver of any other default or of the same default on a future occasion or of such right.

7. Governing Law; Consent to Jurisdiction; Definitions. This Security Agreement is a contract made under, and shall be governed by and construed in accordance with, the law of the State of Michigan applicable to contracts made and to be performed entirely within such State and without giving effect to choice of law principles of such State. The Company agrees that any legal action or proceeding with respect to this Security Agreement or the transactions contemplated hereby may be brought in any court of the State of Michigan, or in any court of the United States of America sitting in Michigan, and the Company hereby submits to and accepts generally and unconditionally the jurisdiction of those courts with respect to its person and property, and irrevocably appoints the President of the Company, at the Company's address set forth in the Credit Agreement, as its agent for service of process and irrevocably consents to the service of process in connection with any such action or proceeding by personal delivery to such agent or to the Company or by the mailing thereof by registered or certified mail, postage prepaid to the Company at its address set forth in the Credit Agreement. Nothing in this Paragraph 7 shall affect the right of the Administrative Agent to serve process in any other manner permitted by law or limit the right of the Administrative Agent to bring any such action or proceeding against the Company or its property in the courts of any other jurisdiction. The Company hereby irrevocably waives any objection to the laying of venue of any such suit or proceeding in the above described courts. Terms used but not defined herein shall have the respective meanings ascribed thereto in the Credit Agreement. Unless otherwise defined herein or in the Credit Agreement, terms used in Article 9 of the Uniform Commercial Code in the State of Michigan are used herein as therein defined on the date hereof. The headings of the various subdivisions hereof are for convenience of reference only and shall in no way modify any of the terms or provisions hereof.

8. Notices. All notices, demands, requests, consents and other communications hereunder shall be delivered to the Company in the manner described in the Credit Agreement for Veridian and to the Administrative Agent and the Lenders in the manner described in the Credit Agreement.

9. Rights Not Construed as Duties. The Administrative Agent neither assumes nor shall it have any duty of performance or other responsibility under any contracts in which the Administrative Agent has or obtains a security interest hereunder. If the Company fails to perform any agreement contained herein, the Administrative Agent may but is in no way obligated to itself perform, or cause performance of, such agreement, and the reasonable expenses of the Administrative Agent incurred in connection therewith shall be payable by the Company under Paragraph 12. The powers conferred on the Administrative Agent hereunder are solely to protect its and the Lenders' interests in the Collateral and shall not impose any duty upon it to exercise any such powers. Except for the safe custody of any Collateral in its possession and accounting for monies actually received by it hereunder, the Administrative Agent shall have no duty as to any

Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral.

10. Amendments. None of the terms and provisions of this Security Agreement may be modified or amended in any way except by an instrument in writing executed by each of the parties hereto.

11. Severability. If any one or more provisions of this Security Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected, impaired or prejudiced thereby.

12. Expenses. (a) The Company agrees to indemnify the Administrative Agent and the Lenders and their respective officers, directors, employees, affiliates and agents from and against any and all claims, losses and liabilities growing out of or resulting from this Security Agreement (including, without limitation, enforcement of this Security Agreement), except claims, losses or liabilities resulting from such indemnified party's gross negligence or willful misconduct.

(b) The Company will, upon demand, pay to the Administrative Agent an amount of any and all reasonable expenses, including the reasonable fees and disbursements of its counsel and of any experts and agents, which the Administrative Agent or any Lender may incur in connection with (i) the administration of this Security Agreement, (ii) the custody, preservation, use or operation of, or the sale of, collection from or other realization upon, any of the Collateral, (iii) the exercise or enforcement of any of the rights of the Administrative Agent hereunder or under the Operative Documents, or (iv) the failure of the Company to perform or observe any of the provisions hereof.

13. Successors and Assigns; Termination. This Security Agreement shall create a continuing security interest in the Collateral and shall be binding upon the Company, its successors and assigns, and inure, together with the rights and remedies of the Administrative Agent hereunder, to the benefit of the Administrative Agent and the Lenders and their respective successors, transferees and assigns. Upon the payment in full in immediately available funds of all of the Secured Obligations and the termination of all commitments to lend under the Operative Documents, the security interest granted hereunder shall terminate and all rights to the Collateral shall revert to the Company.

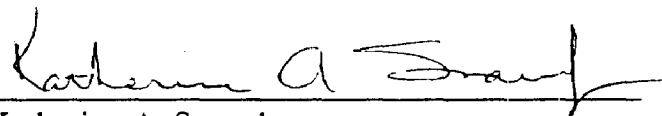
14. Waiver of Jury Trial. The Administrative Agent and the Lenders, in accepting this Security Agreement, and the Company, after consulting or having had the opportunity to consult with counsel, knowingly, voluntarily and intentionally waive any right any of them may have to a trial by jury in any litigation based upon or arising out of this Security Agreement or any related instrument or agreement or any of the transactions contemplated by this Security Agreement or any course of conduct, dealing, statements (whether oral or written) or actions of any of them. Neither the Administrative Agent, the Lenders nor the Company shall seek to consolidate, by counterclaim or otherwise, any such action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived. These provisions shall not be deemed to have been

modified in any respect or relinquished by either the Administrative Agent, the Lenders or the Company except by a written instrument executed by all of them.

15. Security Interest Absolute. The obligations of the Company under this Security Agreement are independent of the Secured Obligations, and a separate action or actions may be brought and prosecuted against the Company to enforce this Security Agreement, irrespective of whether any action is brought against Veridian or whether Veridian is joined in any such action or actions. All rights of the Administrative Agent and the Lenders and the pledge, assignment and security interest hereunder, and all obligations of the Company hereunder, shall be absolute and unconditional, irrespective of: (a) any lack of validity or enforceability of the Credit Agreement, the Notes or any other agreement or instrument relating thereto; (b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Secured Obligations, or any other amendment or waiver of or any consent to any departure from the Credit Agreement or the Notes, including, without limitation, any increase in the Secured Obligations resulting from the extension of additional credit to Veridian or any of its Subsidiaries or otherwise; (c) any taking, exchange, release or non-perfection of any other collateral, or any taking, release or amendment or waiver of or consent to departure from any guaranty, for all or any of the Secured Obligations; (d) any manner of application of collateral, or proceeds thereof, to all or any of the Secured Obligations, or any manner of sale or other disposition of any collateral for all or any of the Secured Obligations or any other assets of Veridian or any of its Subsidiaries; (e) any change, restructuring or termination of the corporate structure or existence of Veridian or any of its Subsidiaries; or (f) any other circumstance which might otherwise constitute a defense available to, or a discharge of, the Company or a third party grantor of a security interest.

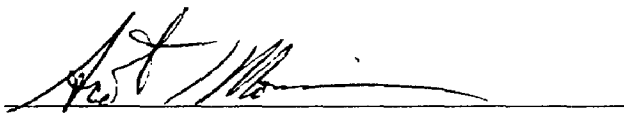
IN WITNESS WHEREOF, the Company has caused this Security Agreement to be duly executed as of the day and year first set forth above.

PACIFIC-SIERRA RESEARCH CORPORATION

By:   
Katherine A. Snavely  
Its: Vice President - Finance

Accepted and Agreed:

NBD BANK, N.A., as Administrative Agent and  
on behalf of the Lenders

By:   
Scott C. Morrison  
Its: Vice President

SUBSIDIARY GUARANTOR SECURITY AGREEMENT

- 11 -

TRADEMARK  
REEL: 1810 FRAME: 0876

CERTIFICATE OF ACKNOWLEDGMENT

DISTRICT OF COLUMBIA )  
 ) ss.  
\_\_\_\_\_ )

The foregoing Security Agreement was acknowledged before me on this 30 day of September, 1998 by Katherine A. Snavely, the Vice President - Finance of Pacific-Sierra Research Corporation, a California corporation, on behalf of said corporation.

(Seal)

Notary Public

Elizabeth A. Baldwin  
ELIZABETH A. BALDWIN  
Notary Public, District of Columbia  
My Commission Expires June 14, 2000

DISTRICT OF COLUMBIA )  
 ) ss.  
\_\_\_\_\_ )

The foregoing Security Agreement was acknowledged before me on this 30 day of September, 1998, by Scott C. Morrison, the Vice President of NBD Bank, N.A., as Administrative Agent, a national banking association, on behalf of said association.

(Seal)

Notary Public

Elizabeth A. Baldwin  
ELIZABETH A. BALDWIN  
Notary Public, District of Columbia  
My Commission Expires June 14, 2000

SUBSIDIARY GUARANTOR SECURITY AGREEMENT

**SCHEDULE 1(b) TO EXHIBIT J  
SUBSIDIARY GUARANTOR SECURITY AGREEMENT**

**PACIFIC-SIERRA RESEARCH CORPORATION**

*Schedule 1(b) - Location of Company's Offices and Facilities*

**Pacific-Sierra Research Corporation**

Pacific-Sierra Research Corporation  
J.K. Smith Building  
2201 Cooperative Way  
Herndon, VA 20172

Pacific-Sierra Research Corporation  
1400 Key Boulevard  
Arlington, VA 22209

Pacific-Sierra Research Corporation  
Santa Monica Business Park  
2901 28<sup>th</sup> Street  
Santa Monica, CA 90405

Pacific-Sierra Research Corporation  
Tech Center II  
1321 North Plano Road, Building B  
Richardson, TX 75081

Pacific-Sierra Research Corporation  
9619 Chesapeake Drive, Suite 202  
San Diego, CA 92123

**SCHEDULE 1(c)(i) TO EXHIBIT J  
SUBSIDIARY GUARANTOR SECURITY AGREEMENT**

**PACIFIC-SIERRA RESEARCH CORPORATION**

*Schedule 1(c)(i) - Location of All Collateral Consisting of Inventory*

None.



**SCHEDULE 1(c)(ii) TO EXHIBIT J  
SUBSIDIARY GUARANTOR SECURITY AGREEMENT**

**PACIFIC-SIERRA RESEARCH CORPORATION**

*Schedule 1(c)(ii) - Location of Collateral Consisting of Fixtures, Machinery or Equipment*

Pacific-Sierra Research Corporation  
J.K. Smith Building  
2201 Cooperative Way  
Herndon, VA 20172

Pacific-Sierra Research Corporation  
1400 Key Boulevard  
Arlington, VA 22209

Pacific-Sierra Research Corporation  
Santa Monica Business Park  
2901 28<sup>th</sup> Street  
Santa Monica, CA 90405

Pacific-Sierra Research Corporation  
Tech Center II  
1321 North Plano Road, Building B  
Richardson, TX 75081

Pacific-Sierra Research Corporation  
9619 Chesapeake Drive, Suite 202  
San Diego, CA 92123

**SCHEDULE 1(h)(i) TO EXHIBIT J  
SUBSIDIARY GUARANTOR SECURITY AGREEMENT**

**PACIFIC-SIERRA RESEARCH CORPORATION**

***Schedule 1(h)(i) - Patents***

See Attachment.

***Schedule 1(h)(i) - Patent Applications***

See Attachment.

**SCHEDULE 1(h)(ii) TO EXHIBIT J  
SUBSIDIARY GUARANTOR SECURITY AGREEMENT**

**PACIFIC-SIERRA RESEARCH CORPORATION**

*Schedule 1(h)(ii) - Copyrights Registered*

See Attachment.

**SCHEDULE 1(b)(iii) TO EXHIBIT J  
SUBSIDIARY GUARANTOR SECURITY AGREEMENT**

**PACIFIC-SIERRA RESEARCH CORPORATION**

*Schedule 1(h)(iii) - Trade Name Registrations*

See Attachment.

## **SECTION 5.23--SCHEDULE Intellectual Property**

The following analysis is an attempt to list the Majority of the Intellectual Property owned by PSR. Attached is a list of the IR&D Projects for 1998 and spending status as of 18 July 1998 which highlights the projects that PSR is focusing its descriptive resources on. The most significant Intellectual Properties are made-up of the following major areas:

- VAST
- GREAS
- CFD2000
- THEMA—Data Mining Tools
- Aero Gel
- Holographic Memory
- Digital AAD-5
- LF Solid State Transmitter

The following attachment lists all the material Intellectual Property:

- Independent Research and Development, as of 18 July 1998.
- PSR - Intellectual Property Listing as of 15 July 1998 as assembled by Wagner, Middlebrook, & Kimbell, LLP (PSR's Intellectual Rights Attorney).
- Brochures
  - GREAS
  - Software Products for High Speed Computing - VAST
  - CFD2000
  - Portable Long Wave Infrared Measurement System
  - Portable Optical Measurement System
  - Portable Infrared Measurement System
  - Laser Instrument for Field Testing
  - Fast Pulse Calibration Accessory
  - Laser Beam Rider Simulator
  - COTSET
  - Mid-Infrared Spectral Radiometer System
  - Spectral Radiometer System
  - Dynamic Laser Threat Illuminator System
  - HFX
  - Naval Communications

- Naval Communications
- Global Atmospheric Radionuclide Detection System (GARDS)
- Environmental Monitoring and Assessment Program (EMAP)
- Long-Wave Noise Prediction (LNP)
- Common Aperture Multispectral Sensor (CAMS)
- The Capability Acquisition Process (CAP) Template

### Agreements

- License Agreement between PSR and AlphaSpace Research Corporation—6 year exclusive license, for its 31 October 1997 version of InSight Software to sell to U.S. for Department of Defense Intelligence Community Agencies, Entities, and Sections thereof. This is the Data Mining Component of the THEMA Product.
- Subcontract and License Agreement between PSR and Peek Traffic for the Development and License of Axle Counters.

# TRADEMARKS

## UNITED STATES

Mark: **ADAPTIVE RESEARCH**  
Status: Registered  
Goods: Class 009: Computer software for use in computational fluid dynamics engineering  
Reg. Date: July 15, 1997  
Expires: July 15, 2007  
Reg. No.: 2,078,434  
Serial No. 74/726,890  
Filed: September 11, 1995  
Published: April 22, 1997  
Registrant: Pacific-Sierra Research Corporation  
8&15 Period: July 15, 2002 - July 15, 2003  
Docket No.: 03-7205-106

Mark: **ATHENS**  
Status: 7/2/98 to client for signature  
Goods: Class 009: Computer program and instruction manuals conveyed as a unit for use in information mining, searching, retrieving and analyzing information data  
Reg. Date:  
Expires:  
Reg. No.:  
Serial No.  
Filed:  
Published:  
Registrant: Pacific-Sierra Research Corporation  
8&15 Period:  
Docket No.: 03-7205-158

Mark: **CFD2000**  
Status: Registered  
Goods: Class 009: computer software for use in computational fluid dynamics engineering  
Reg. Date: March 29, 1994  
Expires: March 29, 2004  
Reg. No.: 1,828,135  
Serial No. 74/390,901  
Filed: May 17, 1993  
Published: January 4, 1994

Current Owner: Pacific-Sierra Research Corporation  
Prior Owner/Registrant: Adaptive Research Corporation; Assignment recorded June 17, 1994 @  
1174/0056  
8&15 Period: March 29, 1999 to March 29, 2000  
Docket No.: 03-7205-114



Mark: **CWCIP**  
Status: Pending  
Goods: Class 009: Computer software and related user manuals used to conduct chemical inventory analysis  
Reg. Date:  
Expires:  
Reg. No.:  
Serial No.: 75/366,617  
Filed: October 1, 1997  
Published:  
Notice of Allowance:  
Statement of Use Filed:  
Statement of Use Accepted:  
Applicant: Pacific-Sierra Research Corporation  
8&15 Period:  
Docket No.: 03-7205-141

Mark: **DEEP [ITU]**  
Status: Pending  
Goods: Class 009: Computer software environment for use in creation of computer programming  
Reg. Date:  
Expires:  
Reg. No.:  
Serial No.: 75/377,169  
Filed: October 21, 1997  
Published:  
Notice of Allowance:  
Statement of Use Filed:  
Statement of Use Accepted:  
Applicant: Pacific Sierra Research Corporation  
8&15 Period:  
Docket No.: 03-7205-143

Mark: **GREAS**  
Status: Registered  
Goods: Class 009: Computer software for the performance of trade-off studies and parametric analyses of satellites, aircraft, ships, ground stations, and mobile ground objects  
Reg. Date: May 10, 1994  
Expires: May 10, 2004  
Reg. No.: 1,836,061  
Serial No.: 74/300,225  
Filed: August 3, 1992 [ITU]  
Published: March 9, 1993

Notice of Allowance: June 1, 1993  
Statement of Use Filed: November 22, 1993  
Stmnt of Use Accepted: March 12, 1994  
Registrant: Pacific Sierra Research Corporation  
8&15 Period: May 10, 1999 to May 10, 2000  
Docket No.: 03-7205-74

Mark: **METASCAN**  
Status: Registered  
Goods: Class 009: Radio receivers  
Reg. Date: August 21, 1984  
Expires: August 21, 2004  
Reg. No.: 1,290,837  
Serial No.: 73/439,061  
Filed: August 12, 1983  
Published: May 29, 1984  
Current Owner: PSR Products, Inc.  
Prior Owner/Registrant: Typologics, Inc. (sic); Assignment recorded November 13, 1995 @ 1415/0109  
Licensee: Pacific-Sierra Research Corporation, by License of November 1, 1995  
8&15 Accepted: March 25, 1991  
Docket No.: 03-7205-21

Mark: **MODAC**  
Status: Registered  
Goods: Class 009: Radio receivers  
Reg. Date: August 21, 1984  
Expires: August 21, 2004  
Reg. No.: 1,290,838  
Serial No.: 73/439,062  
Filed: August 12, 1983  
Published: May 29, 1984  
Registrant: PSR Products, Inc.  
Licensee: Pacific-Sierra Research Corporation, by License of November 1, 1995  
8&15 Accepted: May 13, 1991  
Docket No.: 03-7205-20

Mark: **PSR**  
Status: Registered  
Goods: Class 042: Analytical, research and experimental services in the fields of physics, electronic systems, electronic devices, computer science, seismic conditions, network assessment and optimizing, ordnance systems monitoring, and ordnance program monitoring, conducting scientific studies, data collection, and evaluation services in the fields of physics,

computer science, environment, aerospace, and ordnance, providing technical advice on the configuration of electronic and computerized systems, custom designing, prototyping, analyzing, and evaluating system employing laser, electro-optical devices, satellites, and ordnance, development of theoretical models in the fields of environment, nuclear effects, communications, satellites, atmospheric conditions, seismic conditions, particle formation, particle growth, neuropsychiatry, particles dispersion, ordnance, arms control, and arms proliferation, custom design, prototyping, analysis and evaluation of scientific measuring tools such as lasers, infrared and electro magnetic devices, custom design of computer workstations and computer hardware, custom software development in the fields of business management, ordnance, communications, environment, data management, computers, military strategy, scientific research, aerospace and education

Reg. Date: December 17, 1996  
Expires: December 17, 2006  
Reg. No.: 2,024,110  
Serial No.: 75/062,659  
Filed: February 26, 1996  
Published: September 24, 1996  
Registrant: Pacific-Sierra Research Corporation  
8&15 Period: December 17, 2001 to December 17, 2002  
Docket No.: 03-7205-115

Mark: **SORCERER**  
Status: Declaration and Power of Attorney to client June 30, 1998  
Goods: Class 009:  
Reg. Date:  
Expires:  
Reg. No.:  
Serial No.  
Filed:  
Published:  
Registrant: Pacific-Sierra Research Corporation  
8&15 Period:  
Docket No.: 03-7205-155

Mark: **STORM**  
Status: Registered  
Goods: Class 009: Computer software for use in computational fluid dynamics engineering  
Reg. Date: April 29, 1997  
Expires: April 29, 2007  
Reg. No.: 2,056,771  
Serial No. 74/726,895  
Filed: September 11, 1995

Published: February 4, 1997  
Registrant: Pacific-Sierra Research Corporation  
8&15 Period: April 29, 2002 to April 29, 2003  
Docket No.: 03-7205-105

Mark: **THEMA**  
Status: Pending, Mailed June 19, 1998  
Goods: Class 009: Computer program and instruction manuals conveyed as a unit for use in information mining, searching, retrieving and analyzing information and data

Reg. Date:  
Expires:  
Reg. No.:  
Serial No.  
Filed:  
Published:  
Registrant: Pacific-Sierra Research Corporation  
8&15 Period:  
Docket No.: 03-7205-152

Mark: **THEMATIX**  
Status: Application to client July 7, 1998  
Goods: Class 009: Computer program and instruction manuals conveyed as a unit for use in information mining, searching, retrieving and analyzing information and data

Reg. Date:  
Expires:  
Reg. No.:  
Serial No.  
Filed:  
Published:  
Registrant: Pacific-Sierra Research Corporation  
8&15 Period:  
Docket No.: 03-7205-159

Mark: **[TRIANGLE LOGO]**



Status: Registered  
Goods: Class 009: Scientific and electronic devices, namely circuit boards, computer workstations comprising computer hardware and video display terminals, infrared and electro-optical measuring devices, non-medical lasers, naval vessel communications computer hardware, computer software, namely

artificial intelligence software capable of reasoning, learning, self-improvement and self modification in the fields of business management, military strategy, ordnance, communications, environment, data management, computers, scientific research, aerospace and education, decision recommendation software for interacting with users and providing assistance in the making decisions in the fields of business management, ordnance, communications, environment, data management, computers, military strategy, scientific research, aerospace and education, software for multimedia educational use in the fields of business management, ordnance, communications, environment, data management, computers, military strategy, scientific research, aerospace and education, document analysis and retrieval software, software for remote control of transmitters, software for modeling changes in environment, nuclear effects, communications, satellites, atmospheric conditions, seismic conditions, particle formation, particle growth, particle dispersion, ordnance, neuropsychology, arms control, and arms proliferation, preprocessor software for automatically optimizing computer language programs, naval vessel communications transmission software, parallel processing software

- Services: Class 035: Business consultation services in the field of office systems configuration (personnel and equipment) and quality management, data processing services for use in the fields of military, business management, aerospace, and education
- Services: Class 037: Providing on-site technical services in support of vulnerability assessments of optical and electro-optical targeting and fire control systems, installation of scientific computer hardware and software systems
- Services: Class 040: Physical reproduction of magnetic media and optical disks used in data collection and analysis, developing enhanced reproductions of scanned data such as satellite images through neuropsychological and neutral motoring technology, custom manufacturing of scientific measuring tools such as lasers, infrared, and electro-optical devices
- Services: Class 041: Educational consulting services, namely development and distribution of educational documentation, curricula, and multimedia presentations for others in the fields of military, business management, aerospace, and education, conducting training programs in the fields of military, business management, aerospace, and education, and the distribution of course materials associated therewith, conducting seminars on the use of computer systems and computer programs, conducting technical field training in the fields of military, business management, aerospace, and education and the distribution of documentation associated therewith
- Services: Class 042: Analytical, research and experimental services in the fields of physics, electronic systems, electronic devices, computer science, seismic conditions, network assessment and optimizing, ordnance systems monitoring, and ordnance program monitoring, conducting scientific studies, data collection, and evaluation services in the fields of physics, computer science, environment, aerospace, and ordnance, providing technical advice on the configuration of electronic and computerized

systems, custom designing, prototyping, analyzing, and evaluating systems employing lasers, electro-optical devices, satellites, and ordnance, development of theoretical models in the fields of environment, nuclear effects, communications, satellites, atmospheric conditions, seismic conditions, particle formation, particle growth, neuropsychiatry, particles dispersion, ordnance, arms control, and arms proliferation, custom design, prototyping, analysis and evaluation of scientific measuring tools such as lasers, infrared and electro magnetic devices, custom design of computer workstations and computer hardware, custom software development in the fields of business management, ordnance, communications, environment, data management, computers, military strategy, scientific research, aerospace and education

Reg. Date: November 14, 1995  
Expires: November 14, 2005  
Reg. No.: 1,934,840  
Serial No.: 74/521,324  
Filed: May 9, 1994  
Published: August 22, 1995  
Registrant: Pacific-Sierra Research Corporation  
8&15 Period: November 14, 2000 to November 14, 2001  
Docket No.: 03-7205-82

Mark: **VAST**  
Status: Registered  
Goods: Class 009: Computer programs and instructional manuals sold as a unit  
Reg. Date: January 29, 1985  
Expires: January 29, 2005  
Reg. No.: 1,316,642  
Serial No.: 394,994  
Filed: September 30, 1982  
Published: November 20, 1984  
Current Owner: Typalogics, Inc.  
Prior Owner/Registrant: Pacific-Sierra Research Corporation; Assignment recorded November 13, 1995, @ 1415/0124  
Licensee: Pacific-Sierra Research Corporation, by License of November 1, 1995  
8&15 Accepted: June 6, 1990  
Docket No.: 03-7205-12

# CALIFORNIA

Mark: METASCAN  
Status: Registered  
Goods: Class 021: Radio receivers  
Reg. Date: August 16, 1983  
Renewed: May 3, 1993  
Expires: August 16, 2003  
Reg. No.: 70485  
Filed: August 11, 1983  
Current Owner: PSR Products, Inc.  
Prior Owner/Registrant: Typalogics, Inc., Assignment recorded November 30, 1995, No. 100458  
Licensee: Pacific-Sierra Research Corporation, by License of November 1, 1995  
Docket No.: 03-7205-19

Mark: MODAC  
Status: Registered  
Goods: Class 021: Radio receivers  
Reg. Date: August 16, 1983  
Renewal Due: August 16, 1993  
Renewed: May 3, 1993  
Expires: August 16, 2003  
Reg. No.: 70486  
Filed: August 11, 1983  
Registrant: PSR Products, Inc.  
Licensee: Pacific-Sierra Research Corporation, by License of November 1, 1995  
Docket No.: 03-7205-18

Mark: VAST  
Status: Registered  
Goods: Class 038: Computer programs  
Reg. Date: October 13, 1982  
Renewed: July 22, 1992  
Expires: October 13, 2002  
Reg. No.: 67,563  
Current Owner: Typalogics, Inc.  
Prior Owner/Registrant: Pacific Sierra Research Corporation; Assignment recorded November 30, 1995, No. 100459  
Licensee: Pacific-Sierra Research Corporation, by License of November 1, 1995  
Docket No.: 03-7205-13

## EUROPEAN UNION

Mark: VAST  
Status: Pending  
Countries: Austria, Belgium, Denmark, Finland, France, German, Greece, Ireland, Italy, Luxembourg, Netherlands, Portugal, Spain, Sweden, United Kingdom  
Goods: Class 9: information processing installations and apparatus, computers, personal computers, computer terminals, computer input and output devices, computer accessories, computer parts and computer memories, text processing apparatus; computer software; magnetic and electronic data carriers, apparatus and instruments for recording and reproducing data; computer networks  
Goods: Class 16: products in the form of tapes, cards, discs and other similar products made of paper or cardboard for automation purposes, not carrying data; printed matter, particularly books, manuals and brochure with regard to automation  
Services Class 42: programming for electronic data processing, computer programming, development and engineering; control of computer projects; automation consultancy and consultancy with regard to the choice of computer hardware and software; system analysis and other computer and automation services  
Reg. Date:  
Expires:  
Reg. No.:  
Serial No.: 417,030  
Filed: November 28, 1996  
Applicant: Typalogics, Inc.  
Associate: Knijff & Partners  
Docket No.: 03-7205-119

## FRANCE

Mark: VAST  
Status: Registered  
Goods: Class 009; Computer apparatus and instruments; computer programs and software; apparatus for the input, output, transmission and processing of data; computer discs  
Goods: Class 016: Printed matter; stationery; apparatus for documents binding; paper tapes and cards for the recordal of computer programs; instruction manuals and handbooks; computer stationery  
Reg. Date: June 18, 1992  
Expires: Indefinite, subject to payment of renewal fees  
Reg. No.: 92423267  
Serial No.: 92423267



Filed: June 18, 1992  
Published: August 12, 1992  
Current Owner: Typalogics, Inc.  
Prior Owner/Registrant: Pacific-Sierra Research Corporation, Assignment recorded December 6, 1995, No. 194488  
Licensee: Pacific-Sierra Research Corporation, by License of November 1, 1995  
Renewal Fees Due: June 18, 2002 and every 10 years thereafter  
Associate: Withers & Rogers  
Docket No.: 03-7205-67

## GERMANY

Mark: **VAST**  
Status: Registered  
Goods: Class 009: Computer programs and manuals  
Reg. Date: December 7, 1993  
Expires: May 12, 2002  
Reg. No.: 2051432  
Serial No.: P 42 921/9 WZ  
Filed: May 12, 1992  
Published: May 29, 1993  
Current Owner: Typalogics, Inc.  
Prior Owner/Registrant: Pacific-Sierra Research Corporation, Assignment recorded June 5, 1996  
Licensee: Pacific-Sierra Research Corporation, by License of November 1, 1995  
Associate: Eduard Baumann  
Docket No.: 03-7205-68

## JAPAN

Mark: **VAST**  
Status: Registered  
Goods: Class 009: Magnetic discs and tapes with memorized programs for electronic computers, and all other electronic machines and apparatus  
Reg. Date: April 30, 1996  
Expires: April 30, 2006  
Reg. No.: 3148103  
Serial No.: 142320/1992  
Filed: July 17, 1992  
Published: September 7, 1994  
Current Owner: Typalogics, Inc.  
Prior Owner/Registrant: Pacific-Sierra Research Corporation; assignment filed in Japan November 24, 1995  
Licensee: Pacific-Sierra Research Corporation, by License November 1, 1995  
Associate: Yuasa & Hara  
Docket No.: 03-7205-69

**PRC**

Mark: VAST  
Status: Pending  
Goods: Class 009:  
Reg. Date:  
Expires:  
Reg. No.:  
Serial No.: 9800069191  
Filed: June 23, 1998  
Published:  
Current Owner: Typalogics, Inc.  
Associate: ACIP International  
Docket No.: 03-7205-153

**UNITED KINGDOM**

Mark: VAST  
Status: Registered  
Goods: Class 009: Computer software  
Goods: Class 016: Paper tapes and cards for the recordal of computer programs; instruction manuals and handbooks; all for computer software  
Reg. Date: Class 9: June 16, 1992  
Class 16: June 16, 1992  
Expires: June 16, 1999  
Reg. No.: Class 9: 1503658  
Class 16: 1503659  
Serial No.: Class 9: 1503658  
Class 16: 1503659  
Filed: Class 9: June 16, 1992  
Class 16: June 16, 1992  
Current Owner: Typalogics, Inc.  
Prior Owner/Registrant: Pacific Sierra Research Corporation, Assignment recorded November 30, 1995  
Licensee: Pacific-Sierra Research Corporation, by License of November 1, 1995  
Associate: Withers & Rogers  
Docket No.: 03-7205-66

# ABANDONED TRADEMARKS

## UNITED STATES

Mark: **EASY MESH - 3D**  
Status: Abandoned, October 18, 1996  
Goods: Class 009: Computer software for use in computational fluid dynamics engineering  
Serial No.: 74/727,157  
Filed: September 11, 1995  
Applicant: Pacific-Sierra Research Corporation  
Docket No.: 03-7205-104

Mark: **FORGE**  
Status: Abandoned, February 11, 1993  
Goods: Class 009: Computer programs  
Serial No.: 73/603,115  
Filed: June 9, 1986  
Reg. Date: September 8, 1987  
Reg. No.: 1,456,219  
Applicant: Pacific-Sierra Research Corporation  
Docket No.: 03-7205-38

Mark: **POLYWELL [ITU]**  
Status: Abandoned June 18, 1992; (No Statement of Use filed)  
Goods: Class 007: Electric generators for generation of electric power and/or steam from controlled nuclear fusion reactions  
Serial No.: 74/106,141  
Filed: October 15, 1990  
Published: September 24, 1991  
Docket No.: 03-7205-56

## CANADA

Mark: **VAST**  
Status: Not Filed; VAST is classified as of 1994 as a "prohibited mark" owned by Her Majesty's Canadian Forces Dept. of Defence. Since use by PSR commenced prior to this classification, PSR use can continue in Canada, however the mark cannot be registered.  
Status Date: November 8, 1995  
Docket No.: 03-7205-107

# PATENTS

## UNITED STATES

Title: **AEROGEL ENVIRONMENTAL SAMPLER AND CONCENTRATOR**  
Status: Pending (Provisional); Conversion to Non Provisional  
deadline: Nov. 25, 1998  
Inventor(s): Jack S. Brenizer, Charles E. Daitch, Bouvard Hosticka,  
L. Roger Mason, Jr. and Pamela M. Norris  
Assigned To: **PACIFIC SIERRA RESEARCH CORP.**  
Provisional Filed: November 26, 1997  
Serial No: 60/066,592  
Docket No.: 01-7205-144

Title: **AIRCRAFT CANOPY REFLECTION REDUCTION**  
Status: Pending (Non Provisional)  
Inventor(s): Till W. Liepmann and Dennis Rose  
Assigned To: **PACIFIC SIERRA RESEARCH CORP.**  
Provisional Filed: August 11, 1995  
Serial No: 60/002,220  
Non Provisional Filed: August 5, 1996  
Serial No: 08/691,957  
Docket No.: 01-7205-99

Title: **METHOD AND APPARATUS FOR CONTROLLING CHARGED PARTICLES**  
Status: Patented  
Expires: October 29, 2002, if all annuities are paid  
Inventor: Robert W. Bussard  
Assigned: Energy/Matter Conversion Corporation, Inc.  
[Note: PSR holds rights per agreement]  
Filed: October 29, 1985  
Serial No: 792,660  
Patent No.: 4,826,646  
Issued: May 2, 1989  
Term: 17 years  
Annuities: 3rd year: After May 2, 1992, Before November 2, 1992, Paid  
7th year: After May 2, 1996, Before November 2, 1996, Paid  
11th year: After May 2, 2000, Before November 2, 2000  
Docket No.: 01-7205-36

**MODULATION DETECTOR & CLASSIFIER**

Title: Patented  
 Status: Patented  
 Expires: June 24, 2003, if all annuities are paid  
 Inventor: Patrick J. Ready; Douglas R. Anderson  
 Assigned: PSR Products, Inc.  
 Filed: April 1, 1983  
 Serial No.: 06/481,236  
 Patent No.: 4,597,107  
 Issued: June 24, 1986  
 Term: 17 years  
 Annuities: 3rd year: After June 24, 1989, Before December 24, 1989, Paid  
 7th year: After June 24, 1993, Before December 24, 1993, Paid  
 11th year: After June 24, 1997, Before December 24, 1997, Paid  
 Docket No.: 01-7205-07

**MULTICHANNEL COHERENT RECEIVER**

Title: Patented  
 Status: Patented  
 Expires: July 9, 2002  
 Inventor: Patrick J. Ready  
 Assigned: Typalogics, Inc.  
 Filed: May 1, 1978  
 Serial No.: 901,328  
 Patent No.: 4,204,165  
 Issued: July 9, 1985  
 Term: 17 years - Reissue filed, see below  
 Annuities: not applicable - filed before December 12, 1980  
 Docket No.: 01-7205-05

**MULTICHANNEL COHERENT RECEIVER**

Title: Patented  
 Status: Patented  
 Expires: July 9, 2002  
 Inventor: Patrick J. Ready  
 Assigned: Typalogics, Inc.  
 Filed: May 18, 1982  
 Serial No.: 379,562  
 Patent No.: Re. 31,943  
 Issued: July 9, 1985  
 Term: 17 years  
 Annuities: not applicable - parent case filed before December 12, 1980  
 Docket No.: 01-7205-05(REISSUE)

**Title:** OPTICAL MEASURING SYSTEM  
**Status:** Patented  
**Expires:** June 9, 1998  
**Inventor:** Alan R. Shapiro  
**Assigned:** Typologics, Inc.  
**Filed:** August 14, 1978  
**Serial No:** 933,465  
**Patent No:** 4,272,190  
**Issued:** June 9, 1981  
**Term:** 17 years  
**Annuities:** not applicable - filed before December 12, 1980  
**Docket No.:** 01-8603-01

**Title:** SMART AEROGEL  
**Status:** Pending (Provisional); Conversion to Non Provisional  
deadline: December 30, 1998  
**Inventor(s):** Jack S. Brenizer, Charles E. Daitch, Bouvard Hosticka,  
L. Roger Mason, Jr. and Pamela M. Norris  
**Assigned To:** PACIFIC SIERRA RESEARCH CORP.  
**Provisional Filed:** December 31, 1998  
**Serial No:** 60/070,279  
**Docket No.:** 01-7205-146

**Title:** VEHICLE AXLE DETECTOR FOR ROADWAYS  
**Status:** Pending (Non Provisional); Allowed, Issue fee due before July 28, 1998  
**Inventor:** Till W. Liepmann  
**Provisional Filed:** August 11, 1995  
**Serial No:** 60/002,217  
**Non Provisional Filed:** July 24, 1996  
**Serial No:** 08/685,557  
**Docket No.:** 01-7205-100

## PCT

**Title:** VEHICLE AXLE DETECTOR FOR ROADWAYS  
**Status:** To be filed before July 28, 1998  
**Inventor:** Till W. Liepmann  
**Applicant:** PACIFIC SIERRA RESEARCH CORP.  
**Docket No.:** 01-7205-100PCT

## EUROPE

Title: MODULATION DETECTOR & CLASSIFIER  
Status: Patented  
Expires: March 16, 2004, if all annuities for Israel and U.K. are paid  
Inventor: Patrick J. Ready; Douglas R. Anderson  
Assigned: PSR Products, Inc.  
Filed: March 16, 1984  
Application No: 84901527.6  
Patent No.: 0140925  
Issued: February 27, 1991  
Annuities: see Israel  
Docket No.: 01-7205-07/EPO

## ISRAEL

Title: MODULATION DETECTOR & CLASSIFIER  
Status: Patented  
Expires: March 29, 2004, if all annuities are paid  
Inventor: Patrick J. Ready; Douglas R. Anderson  
Assigned: PSR Products, Inc.  
Filed: March 29, 1984  
Application No: 71402  
Patent No: 71402  
Issued: June 2, 1988  
Annuities: next annuity due March 29, 1999  
Docket No.: 01-7205-07/ISR

# **ABANDONED PATENTS**

## **CANADA**

Title: **MODULATION DETECTOR & CLASSIFIER**  
Status: Abandoned (per client October 29, 1992)  
Inventor: Patrick J. Ready; Douglas R. Anderson  
Assigned: PSR Products, Inc.  
Filed: March 27, 1984  
Patent No.: 1263717  
Issued: December 5, 1989  
Docket No.: 01-7205-07/CAN

## **FRANCE**

Title: **MODULATION DETECTOR & CLASSIFIER**  
Status: Abandoned (per client November 30, 1993)  
Inventor: Patrick J. Ready; Douglas R. Anderson  
Assigned: PSR Products, Inc.  
Filed: March 16, 1984  
Application No: 84901527.6  
Patent No.: 0140925  
Issued: February 27, 1991  
Docket No.: 01-7205-07/FR

## **ITALY**

Title: **MODULATION DETECTOR & CLASSIFIER**  
Status: Expired (per client March 1, 1993)  
Inventor: Patrick J. Ready; Douglas R. Anderson  
Assigned: PSR Products, Inc.  
Filed: March 30, 1984  
Application No: 67317A/84  
Patent No.: 1180017  
Issued: September 23, 1987  
Term: 20 years from March 30, 1984  
Docket No.: 01-7205-07/IT



## JAPAN

Title: **MODULATION DETECTOR & CLASSIFIER**  
Status: Abandoned (per client March 1, 1993)  
Inventor: Patrick J. Ready; Douglas R. Anderson  
Assigned: PSR Products, Inc.  
Filed: March 16, 1984  
Application No: 59-501570  
Docket No.: 01-7205-07/JA

## NETHERLANDS

Title: **MODULATION DETECTOR & CLASSIFIER**  
Status: Abandoned (per client January 21, 1993)  
Inventor: Patrick J. Ready; Douglas R. Anderson  
Assigned: PSR Products, Inc.  
Filed: March 16, 1984  
Application No: 84901527.6  
Patent No.: 0140925  
Issued: February 27, 1991  
Docket No.: 01-7205-07/NE

## SWITZERLAND

Title: **MODULATION DETECTOR & CLASSIFIER**  
Status: Abandoned (per client April 22, 1991)  
Inventor: Patrick J. Ready; Douglas R. Anderson  
Assigned: PSR Products, Inc.  
Filed: March 16, 1984  
Application No: 84901527.6  
Patent No: 0140925  
Issued: February 27, 1991  
Docket No.: 01-7205-07/SU

## UNITED KINGDOM

Title: **MODULATION DETECTOR & CLASSIFIER**  
Status: Abandoned (per client November 7, 1996)  
Expires: March 16, 2004, if all annuities are paid  
Inventor: Patrick J. Ready; Douglas R. Anderson  
Assigned: PSR Products, Inc.  
Filed: March 16, 1984  
Application No: 84901527.6  
Patent No.: 0140925  
Issued: February 27, 1991  
Annuities: next annuity due 1997  
Docket No.: 01-7205-07/UK

## WEST GERMANY

Title: **MODULATION DETECTOR & CLASSIFIER**  
Status: Expired (per client November 30, 1993)  
Inventor: Patrick J. Ready; Douglas R. Anderson  
Assigned: PSR Products, Inc.  
Filed: March 16, 1984  
Application No: 84901527.6  
Patent No.: P3484166.0  
Issued: February 27, 1991  
Docket No.: 01-7205-07/WG

## COPYRIGHTS

Title: CWCIP  
Status: Application in preparation; data to W&M on 9 July 97; Reminder to client  
6/26/98  
Docket No.: 03-7205-138

## DISCLOSURES

DISC: WEAK IMAGE DETECTION AND PROCESSING USING PSEUDO  
COLOR  
Date Received: 9/30/96  
Gov't Contract: 95-C-5046  
Action: No further action authorized.  
Docket No.: 01-7205-120

DISC: IMAGE COMPARISON ALGORITHM  
Date Received: 9/30/96  
Gov't Contract: 95-C-5046  
Action: No further action authorized.  
Docket No.: 01-7205-121

DISC: GBIP CONTROL OF NEWPORT CORPORATION 846HP  
ELECTRONIC SHUTTER  
Date Received: 9/30/96  
Gov't Contract: 95-C-5046  
Action: No further action authorized.  
Docket No.: 01-7205-122

DISC: HOLOGRAPHIC IMAGE REFRESHING THROUGH OPTICAL  
FEEDBACK  
Date Received: 9/30/96  
Gov't Contract: 95-C-5046  
Action: No further action authorized.  
Docket No.: 01-7205-123

DISC: TWO BEAM ENHANCED READOUT OF WEAK HOLOGRAMS  
Date Received: 9/30/96  
Gov't Contract: No  
Action: No further action authorized.  
Docket No.: 01-7205-124

DISC:

TWO WAVELENGTH RECORDING AND FIXING IN LITHIUM NIOBATE

Date Received:  
Gov't Contract:  
Action:  
Docket No.:

9/30/96  
No  
No further action authorized.  
01-7205-125

DISC:

AEROGEL ENVIRONMENTAL SAMPLE AND CONCENTRATOR

Date Received:  
Gov't Contract:  
Documents Rec'd:

May 13, 1997  
yes  
- INVENTION DISCLOSURE (DRAFT)  
- DEVELOPMENT OF SMALL AEROGELS FOR APPLICATION IN BIOLOGICAL WARFARE SENSORS (PSR Proposal 97050)  
- NEXT GENERATION INTEGRATED BIO-SENSOR RESEARCH, SEAS Proposal No. MANE-PACSI-7465-97, March 1997  
- NEXT GENERATION, INTEGRATED BIO-SENSOR SYSTEM, VOLUME 1- TECHNICAL, October 1996  
- EXISTING GENERAL AEROGEL PATENTS, (PSR DOCUMENT DATED 22 AUGUST 1996)  
- AWARD/CONTRACT, No. DAAH01-96-R095  
- MINIATURE ENVIRONMENTAL AIR SAMPLES USING AEROGEL FOR BIOLOGICAL MATERIAL COLLECTION AND FLUID REDUCTION (PSR Proposal 9601)  
- MINIATURE ENVIRONMENTAL AIR SAMPLER USING AEROGEL FOR BIO-MATERIAL COLLECTION AND FLUID REDUCTION, (ARPA SB961-034)  
- MINIATURE ENVIRONMENTAL AIR SAMPLER USING AEROGEL FOR BIO-MATERIAL COLLECTION AND FLUID REDUCTION, FINAL REPORT, 30 November 1996  
- AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT, DAAH01-97-C-R092

Action:  
Docket No.:

Provisional Applications filed, see docket nos. -144 and -146  
01-7205-133

DISC:

SMALL WEAPON AIM-POINT TRACKING

Date Received:  
Gov't Contract:  
Documents Rec'd:  
Action:  
Docket No.:

June 24, 1997  
  
SBIR Proposal, Topic No. A97-018  
Reviewing disclosure for possible provisional application.  
01-7205-137

DISC:  
Date Received:  
Gov't Contract:  
Documents Rec'd:

HOLOGRAPHIC MEMORY AND OPTICAL PROCESSING  
September 23, 1997

- HOLOGRAPHIC DATA STORAGE DEMONSTRATION  
- A REVIEW OF VOLUME HOLOGRAPHIC DATA STORAGE  
by W.P. Hinkle  
- SORCERER PROJECT STATUS  
Awaiting authorization to file patent application.  
01-7205-147

Action:  
Docket No.:

DISC:  
Date Received:  
Gov't Contract:  
Documents Rec'd:

RAPID OPTICAL DATA READOUT METHOD  
April 14, 1998

Invention Disclosure dated 04/09/98 by Till Liepmann with two pages of  
sketches/notes  
Acknowledged Receipt of Disclosure, No further action authorized.  
01-7205-150

Action:  
Docket No: