

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

07-03-2000

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

OPR/FINANCE



101394077

5.19.00

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

Submission Type

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

Conveyance Type

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

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership Corporation Association
- Other

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

FOR OFFICE USE ONLY

06/30/2000 DNGUYEN 00000255 192385 75683351

01 FC:481
02 FC:482
40.00 CH
875.00 CH

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

TRADEMARK
REEL: 002094 FRAME: 0870

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name Elaine D. Ziff, Esq.

Address (line 1) Skadden, Arps, Slate, Meagher & Flom LLP

Address (line 2) Four Times Square

Address (line 3) New York, NY 10036-6522

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number (212) 735-2656

Name Elaine D. Ziff, Esq.

Address (line 1) Skadden, Arps, Slate, Meagher & Flom LLP

Address (line 2) Four Times Square

Address (line 3) New York, NY 10036-6522

Address (line 4)

Pages

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

16

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)

75/683,351	75/683,352	75/683,357
75/683,476	75/683,356	75/683,355
75/688,591	75/683,353	75/683,354

891,521	2,093,463	1,777,104
1,914,102	1,138,279	1,867,517
1,867,518	1,866,267	1,899,671

Number of Properties

Enter the total number of properties involved.

36

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 915.00

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: # 19-2385

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.

Elaine D. Ziff

Elaine D Ziff

5/12/00

Name of Person Signing

Signature

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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

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

Trademark Application Number(s)

Registration Number(s)

75/727,442	75/683,403	75/683,086
75/683,358	75/683,479	75/683,373
75/683,477	75/688,592	75/683,085
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1,855,367	1,316,136	1,316,135
1,709,752	1,662,269	1,823,909
1,842,727	1,928,729	2,259,750
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BORROWER TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of February 23, 2000, is made between THE TITAN CORPORATION, a Delaware corporation (the "Grantor"), and CREDIT SUISSE FIRST BOSTON ("CSFB"), as Administrative Agent (the "Administrative Agent") for each of the Secured Parties;

W I T N E S S E T H :

WHEREAS, pursuant to a Senior Secured Credit Agreement, dated as of February 23, 2000 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, the various financial institutions as are or may become parties thereto (the "Lenders"), CSFB, as Administrative Agent for the Lenders (the "Administrative Agent"), First Union Securities, Inc., as Syndication Agent, and The Bank of Nova Scotia, as Documentation Agent, the Lenders and the Issuers have extended Commitments to make Credit Extensions to the Grantor;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Borrower Security Agreement, dated as of February 23, 2000 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, as a condition precedent to the making of the Credit Extensions (including the initial Credit Extension) under the Credit Agreement, the Grantor is required to execute and deliver this Agreement; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Lenders and the Issuers to make Credit Extensions (including the initial Credit Extension) to the Grantor

pursuant to the Credit Agreement, the Grantor agrees, for the benefit of each Secured Party, as follows.

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Secured Obligations, the Grantor does hereby mortgage, pledge and hypothecate to the Administrative Agent, and grant to the Administrative Agent a security interest in, for its benefit and the benefit of each Secured Party, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing by it:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Attachment 1 attached hereto;

(b) all Trademark licenses, including each Trademark license referred to in Item B of Attachment 1 attached hereto;

(c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A and Item B of Attachment 1 attached hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the benefit of each Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon the Termination Date, the Administrative Agent shall, at the Grantor's expense, execute and deliver to the Grantor all Instruments and other Documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.


SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

THE TITAN CORPORATION

By 
Name: Ray Guillaume
Title: Assistant Treasurer

CREDIT SUISSE FIRST
BOSTON,
as Administrative Agent

By _____
Name:
Title:

By _____
Name:
Title:


TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 002094 FRAME: 0877

AFFIDAVIT

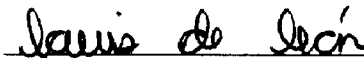
STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I, Ray Guillaume, being duly sworn, do depose and say that I am the Assistant Treasurer of THE TITAN CORPORATION, that I am authorized to execute the foregoing Trademark Security Agreement on behalf of said organization and that I did so by authority of the Board of Directors of said organization.

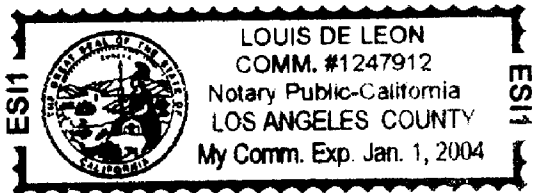


Ray Guillaume

SUBSCRIBED AND SWORN to before me on this ~~22nd~~ ^{23rd} day of L.D.
February, 2000.



Louis De Leon



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

THE TITAN CORPORATION

By _____
Name:
Title:

CREDIT SUISSE FIRST
BOSTON,
as Administrative Agent

By *Thomas G. Muoio*
Name: **THOMAS G. MUOIO**
Title: **VICE PRESIDENT**

By *Julia P. Kingsbury*
Name: **JULIA P. KINGSBURY**
Title: **VICE PRESIDENT**

TRADEMARK SECURITY AGREEMENT



TRADEMARK
REEL: 002094 FRAME: 0879

STATE OF NEW YORK)
)
BOROUGH OF MANHATTAN) ss.

On this 22nd day of February, 2000, before me personally came Thomas Muoio and Julia Kingsbury, who being duly sworn, did depose and say that they are Vice President and Vice President, respectively, of Credit Suisse First Boston, that they are authorized to execute the foregoing Trademark Security Agreement on behalf of said organization and that they did so by authority of the Board of Directors of said organization.

Catherine Vapsva

Notary Public

CATHERINE VAPSPA
Notary Public, State of New York
No. 4977654
Notary Public in Nassau County
Notary Public, Feb. 11 2001



and

TRADEMARKS OWNED/USED BY THE TITAN CORPORATION

OWNER	MARK	SERIAL/ REGISTRA- -TION NUMBER	DATE OF FIRST USE	STATUS	GOODS AND SERVICES	INT'L CLASS
The Titan Corporation	A.R.A.P.	897521	8/25/70	Registered	Consulting services in fields of aeronautical and astronautical engineering, computer science, physics, properties, and testing of materials.	42
The Titan Corporation	Marvel	2093463	2/23/96	Registered	Distance measuring equipment, namely, laser transmitter and receiver and signal processor.	9
The Titan Corporation	PC-Motion	1777104	9/9/92	Registered	Computer software for multi-media presentation system.	9
The Titan Corporation	Positcomm (and design)	1914102	8/93	Registered	Telecommunication module consisting of data processor and electrical switching circuit.	9

OWNER	MARK	SERIAL/ REGISTRA- TION NUMBER	DATE OF FIRST USE	STATUS	GOODS AND SERVICES	INT'L CLASS
The Titan Corporation	Stardyne	1138279	7/67 (class 9) 7/68 (class 42)	Registered	Computer programs recorded on punched cards, magnetic tapes and magnetic disks. Also, for computer services in batch processing and time-sharing of computers.	9, 42
The Titan Corporation	Starlife	1867517	10/29/93	Registered	Computer software for use in computer aided engineering, namely, structural analysis and engineering.	9
The Titan Corporation	Starmap	1867518	4/30/93	Registered	Computer software for use in computer aided engineering, namely, structural analysis and engineering.	9
The Titan Corporation	Startopaz	1866267	4/5/94	Registered	Computer software for use in computer aided engineering, namely, structural analysis and engineering.	9
The Titan Corporation	Starzone	1899671	12/93	Registered	Computer software for use in computer aided engineering, namely, structural analysis and engineering.	9
The Titan Corporation	Surebeam	1855367	5/18/93	Registered	Irradiation processing and sterilization services.	40

OWNER	MARK	SERIAL/ REGISTRATION NUMBER	DATE OF FIRST USE	STATUS	GOODS AND SERVICES	INT'L CLASS
The Titan Corporation	Titan	1316136	5/14/81	Registered	Consulting services in the field of communications, designing computer hardware and software, and other consulting services.	38, 42
The Titan Corporation	Titan (and design)	1316135	8/82	Registered	Consulting services in the field of communications, designing computer hardware and software, and other consulting services.	38, 42
The Titan Corporation	Titan	1709752	1989	Registered	Video display testing units, voltage doublers, light gas guns, salad propellant guns, cold gas guns, x-ray intervalometers.	9, 42
The Titan Corporation	Titan (and design)	1662269	1989	Registered	Video display testing units, voltage doublers, light gas guns, salad propellant guns, cold gas guns, x-ray intervalometers.	9, 42
The Titan Corporation	Titan Scan	1823909	5/93	Registered	Material irradiation services.	40
The Titan Corporation	Titan Teqcom	1842727	12/20/90	Registered	Computer hardware, namely, computer network interface apparatus and computer software for message processing.	9
The Titan Corporation	Video Passport	1928729	3/9/95	Registered	Television encoders and decoders, replaceable security elements of television decoders, computer software for controlling authorization of television signal decoders.	9

OWNER	MARK	SERIAL/ REGISTRATION NUMBER	DATE OF FIRST USE	STATUS	GOODS AND SERVICES	INT'L CLASS
The Titan Corporation	Sea-link	2259750	12/3/98	Registered	Satellite communications software for controlling antennae, converter, modem, etc.	9
The Titan Corporation	CCM 4000 and/or CCM 1500	N/A	N/A	Proposed	Consultation services in the field of aeronautical engineering, computer science, physics, properties, and testing of materials.	42
The Titan Corporation	CCM 4000 and/or CCM 1500	N/A	N/A	Proposed	Computer terminals	9
The Titan Corporation	Dama Link	75-683351	N/A	Pending	Computer terminals	9
The Titan Corporation	Dama Link	75-683352	N/A	Pending	Consultation services in the field of aeronautical engineering, computer science, physics, properties, and testing	42
The Titan Corporation	Express Connection	75-683357	N/A	Pending	Computer hardware and software, mainly, computers, communications terminals and modems for satellite based communication networks, and for interfacing with public switched telephone networks.	9

OWNER	MARK	SERIAL/ REGISTRATION NUMBER	DATE OF FIRST USE	STATUS	GOODS AND SERVICES	INT'L CLASS
The Titan Corporation	Xpress Connection	75-683476	N/A	Pending	Computer hardware and software, mainly, computers, communications terminals and modems for satellite based communication networks, and for interfacing with public switched telephone networks.	9
The Titan Corporation	Have Dama	75-683356	N/A	Pending	Computer terminals	9
The Titan Corporation	Have Dama	75-683355	N/A	Pending	Consultation services in the field of aeronautical and astronautical engineering, computer science, physics, properties and testing	42
The Titan Corporation	Cayenta	75-688592	N/A	Pending	Telecommunications Network software	9
The Titan Corporation	Cayenta	75-688591	5/12/99	Pending	Technical telecommunications consulting, enterprise network solution services	38, 42
The Titan Corporation	Mini Dama	75-683353	N/A	Pending	Computer terminals	9
The Titan Corporation	Mini Dama	75-683354	N/A	Pending	Consultation services in the field of aeronautical and astronautical engineering, computer science, physics, properties and testing	42

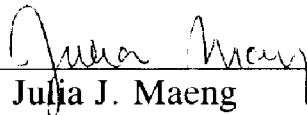
OWNER	MARK	SERIAL/ REGISTRA- TION NUMBER	DATE OF FIRST USE	STATUS	GOODS AND SERVICES	INT'L CLASS
The Titan Corporation	MRVC	75-727442	N/A	Pending	Computer terminals	9
The Titan Corporation	Purebeam	75-683085	N/A	Pending	Irradiation processing and sterilization systems	9
The Titan Corporation	Quickvoice	75-683403	N/A	Pending	Satellite communications modems	9
The Titan Corporation	Titan	75-683086	N/A	Pending	Consulting Services in the field of education, namely, business administration and instructional management consulting, applied technology and support, and system integration and consulting.	42
The Titan Corporation	Titan (and Design)	75-683358	N/A	Pending	Consulting Services in the field of aeronautical and astronautical engineering, computer science, physics, properties and testing.	42
The Titan Corporation	Titan Linkabit	75-683479	N/A	Pending	Consulting Services in the field of aeronautical and astronautical engineering, computer science, physics, properties and testing.	42
The Titan Corporation	Titan Scan	75-683373	N/A	Pending	Consulting Services in the field of aeronautical and astronautical engineering, computer science, physics, properties and testing.	42
The Titan Corporation	Titan Wireless	N/A	N/A	Proposed	N/A	9, 42

OWNER	MARK	SERIAL/ REGISTRA -TION NUMBER	DATE OF FIRST USE	STATUS	GOODS AND SERVICES	INT'L CLASS
The Titan Corporation	Titan Teqcom	N/A	N/A	Proposed	Consulting services in the field of aeronautical and astronautical engineering, computer science, physics, properties and testing.	42
The Titan Corporation	MRVC	75-683477	N/A	Pending	Consultation services in the field of aeronautical and astronautical engineering, computer science, physics, properties and testing of materials	42

Certificate of Express Mail under 37 CFR 1.10

Attorney Ref. No.: 217730/1105
Title of Paper: Security Agreement (Trademarks)
Parties Involved: The Titan Corporation
Credit Suisse First Boston
"Express Mail" Label No.: EL577173227US
Date of Deposit: May 19, 2000

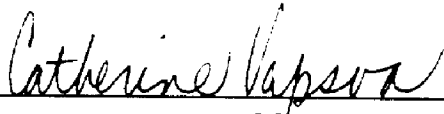
I hereby certify that the foregoing is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated above and is addressed to the Commissioner of Patents and Trademarks, Box Assignments, Washington, DC 20231



Julia J. Maeng

STATE OF NEW YORK)
)
BOROUGH OF MANHATTAN) ss.

On this 22nd day of February, 2000, before me personally came Thomas Muoio and Julia Kingsbury, who being duly sworn, did depose and say that they are Vice President and Vice President, respectively, of Credit Suisse First Boston, that they are authorized to execute the foregoing Subsidiary Trademark Security Agreement on behalf of said organization and that they did so by authority of the Board of Directors of said organization.



Notary Public

CATHERINE VAPSPA
NOTARY PUBLIC, State of New York
No 4977654
Qualified in Nassau County
Commission Expires Feb 11, 2006 /