

06-01-2001

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Form PTO-1594  
(Rev. 03/01)  
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U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Averstar, Inc. **5-29-01**

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

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

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

Execution Date: January 10, 2001

2. Name and address of receiving party(ies)

Name: Credit Suisse First Boston

Internal

Address: \_\_\_\_\_

Street Address: Eleven Madison Avenue

City: New York State: NY Zip: 10010

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Swiss Bank

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

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

A. Trademark Application No.(s)  
75/583,254

B. Trademark Registration No.(s)  
2,352,574

Additional number(s) attached  Yes  No

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

Name: Elaine D. Ziff

Internal Address: \_\_\_\_\_

Street Address: Skadden, Arps, Slate, Meagher & Flom LLP

Four Times Square

City: New York State: NY Zip: 10036

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

**13**

7. Total fee (37 CFR 3.41).....\$ 340

- Enclosed
- Authorized to be charged to deposit account (including any additional required fees)

8. Deposit account number:

19-2385

(Attach duplicate copy of this page if paying by deposit account)

**DO NOT USE THIS SPACE**

9. Statement and signature.

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

Elaine D. Ziff

Name of Person Signing

Elaine D Ziff  
Signature

May 23, 2001

Date

Total number of pages including cover sheet, attachments, and document: **9**

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

**TRADEMARK**  
**REEL: 002306 FRAME: 0865**

**CONTINUATION OF ITEM 1. Additional Names of Conveying Parties:**

Computer Based Systems, Inc. (Virginia Corporation)

**CONTINUATION OF ITEM 4. Application Numbers or Registration Numbers**

<b>A. Trademark Application Nos.</b>	<b>B. Trademark Registration Nos.</b>
76/001,348	1,290,814
76/059,179	2,252,663
76/058,347	1,902,556
76/057,762	2,170,621
75/398,400	1,378,607
76/084,476	

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of January 10, 2001, is made between AVERSTAR, INC., a Delaware corporation and COMPUTER BASED SYSTEMS, INC., a Virginia corporation (collectively, the "Grantor"), and CREDIT SUISSE FIRST BOSTON ("CSFB"), as Administrative Agent (the "Administrative Agent") for each of the Secured Parties;

### WITNESSETH:

WHEREAS, pursuant to a Credit Agreement, dated as of February 23, 2000 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among THE TITAN CORPORATION, a Delaware corporation, (the "Borrower"), the various financial institutions as are or may become parties thereto (the "Lenders"), CSFB, as 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 Borrower;

WHEREAS, in connection with the Credit Agreement, the Grantor has become a party to that certain Subsidiary 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;

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

WHEREAS, it is in the best interests of the Grantor to execute this Agreement inasmuch as the Grantor will derive substantial direct and indirect benefits from the Credit Extensions made from time to time to the Borrower by the Lenders and the Issuers pursuant to the Credit 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 Borrower 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.

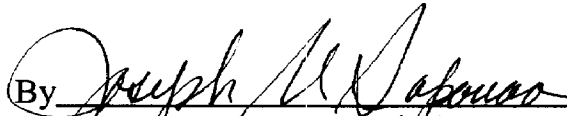
SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (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.

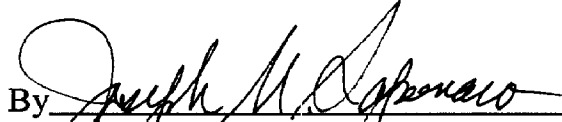
SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

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.

**AVERSTAR, INC.**

By   
Name: JOSEPH A. SAPONARO  
Title: PRESIDENT

**COMPUTER BASED SYSTEMS, INC.**

By   
Name: JOSEPH A. SAPONARO  
Title: CHAIRMAN

CREDIT SUISSE FIRST BOSTON, as  
Administrative Agent

By   
Name: WILLIAM S. LUTKINS  
Title: VICE PRESIDENT

By   
Name: BILL O'DALY  
Title: VICE PRESIDENT

and

**A. TRADEMARKS OWNED/USED BY AVERSTAR, INC. & COMPUTER BASED SYSTEMS, INC.**

<b>OWNER</b>	<b>MARK</b>	<b>SERIAL/ REGISTRA- -TION NUMBER</b>	<b>DATE OF FIRST USE</b>	<b>STATUS</b>	<b>GOODS AND SERVICES</b>	<b>INT'L CLASS</b>
AverStar, Inc.	DE-DEM	75/583254		abandoned but will be revived	For use with Geographic Info. Sys.	
AverStar, Inc.	AverStar & logo service mark	2,352,574		registered	Logo service mark	
AverStar, Inc.	AVERCOM	76/001,348		registered	Service mark -- Intent to use application - AVE-103J	
AverStar, Inc.	HIPAA COMPAS	76/059,179		registered	Service mark - AVE-105J	
AverStar, Inc.	HIPAA QUICKSTART	76/058,347		registered	Service mark - AVE-106J	

AVERSTAR, INC. & COMPUTER BASED SYSTEMS, INC.  
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OWNER	MARK	SERIAL/ REGISTRATION NUMBER	DATE OF FIRST USE	STATUS	GOODS AND SERVICES	INT'L CLASS
AverStar, Inc.	COPILOT	76/057,762		registered	Service mark - AVE-107J	
AverStar, Inc. as successor in interest to Intermetrics, Inc.	Byron				Program Design Language/Document Generator	
AverStar, Inc. as successor in interest to Intermetrics, Inc.	Wyndhaven				World Wide Web based multi-user interactive learning environment-grades K- 12	
AverStar, Inc. as successor in interest to Intermetrics, Inc.	Ada View				Debugger	
AverStar, Inc. as successor in interest to Intermetrics, Inc.	Ada Magic				Including design	
AverStar, Inc. as successor in interest to Intermetrics, Inc.	Applet Magic				Compiler from Ada 95 to Java byte code	
AverStar, Inc. as successor in interest to Intermetrics, Inc.	JWatch	75/398400		Revived 02/07/00	Debugger for distributed, multi-process computer applications	



OWNER	MARK	SERIAL/ REGISTRATION NUMBER	DATE OF FIRST USE	STATUS	GOODS AND SERVICES	INT'L CLASS
AverStar, Inc. as successor in interest to Intermetrics, Inc.	ECCE	2,252,663		registered	Tools for designing hardware	
AverStar, Inc. as successor in interest to Intermetrics, Inc.	JLink				Static linker for JAVA	
AverStar, Inc. as successor in interest to Intermetrics, Inc.	Whitesmith's compilers				Compiler technology for 8-bit architecture	
AverStar, Inc. as successor in interest to Pacer Infotec, Inc. or Pacer Systems, Inc. or Infotec Development Inc.	Pacer					
AverStar, Inc. as successor in interest to Pacer Infotec, Inc. or Pacer Systems, Inc. or Infotec Development Inc.	LT4X	1,902,556		Registered		

AVERSTAR, INC. & COMPUTER BASED SYSTEMS, INC.  
TRADEMARKS - 3

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OWNER	MARK	SERIAL/ REGISTRA -TION NUMBER	DATE OF FIRST USE	STATUS	GOODS AND SERVICES	INT'L CLASS
AverStar, Inc. as successor in interest to Pacer Infotec, Inc. or Pacer Systems, Inc. or Infotec Development Inc.	INFOTEC	2,170,621		Registered		
AverStar, Inc. as successor in interest to Pacer Infotec, Inc. or Pacer Systems, Inc. or Infotec Development Inc.	Pacer Systems, Inc. & Design	1,378,607		Registered		
Computer Based Systems, Inc., a subsidiary of AverStar, Inc.	Computer Based Systems, Inc.				Trade name	
Computer Based Systems, Inc., a subsidiary of AverStar, Inc.	Computer Based Systems				Trade name	

OWNER	MARK	SERIAL/ REGISTRA- TION NUMBER	DATE OF FIRST USE	STATUS	GOODS AND SERVICES	INT'L CLASS
Computer Based Systems, Inc., a subsidiary of AverStar, Inc.	CBSI				Trade name	
Computer Based Systems, Inc., a subsidiary of AverStar, Inc.	C.B.S.I.				Trade name	
Computer Based Systems, Inc., a subsidiary of AverStar, Inc.	CBS, Inc.				Trade name	
Computer Based Systems, Inc., a subsidiary of AverStar, Inc.	C.B.S., Inc.				Trade name	

**B. TRADEMARK LICENSES OWNED/USED BY AVERSTAR, INC.**

**NONE**

AVERSTAR, INC. & COMPUTER BASED SYSTEMS, INC.  
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