

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Linkabit Wireless, Inc.		12/31/2003	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	The Titan Corporation
Street Address:	3033 Science Park Road
City:	San Diego
State/Country:	CALIFORNIA
Postal Code:	92121
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 4		
Property Type	Number	Word Mark
Registration Number:	2377930	LINKABIT WIRELESS
Registration Number:	1814752	LINKABIT
Registration Number:	1345730	VIDEOCIPHER
Registration Number:	1819712	TITAN LINKABIT

CORRESPONDENCE DATA	
Fax Number:	(619)645-5380
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	khoffman@luce.com
Correspondent Name:	Katherine M. Hoffman
Address Line 1:	600 West Broadway
Address Line 2:	Suite 2600
Address Line 4:	San Diego, CALIFORNIA 92101

ATTORNEY DOCKET NUMBER:	26015-2
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NAME OF SUBMITTER:	Katherine M. Hoffman
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Total Attachments: 6

900013024

**TRADEMARK
 REEL: 002940 FRAME: 0232**

OP \$115.00 2377930

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CERTIFICATE OF CANCELLATION

OF

LINKABIT WIRELESS, LLC

IT IS HEREBY CERTIFIED THAT:

1. The name of the limited liability company (hereinafter called the "limited liability company") is Linkabit Wireless LLC.

2. The date of filing of the certificate of formation of the limited liability company in the Office of the Secretary of State of the State of Delaware was August 1, 2002, originally incorporated November 12, 1993, under the name of Titan Information Systems Corporation.

3. The reason for filing this certificate of cancellation is the dissolution and the completion of winding up of the limited liability company and there are less than two members of the limited liability company.

4. The effective time of the cancellation herein certified shall be December 31, 2003.

IN WITNESS WHEREOF, Linkabit Wireless LLC has caused this Certificate of Cancellation to be duly executed on its behalf this 23rd day of December 2003.

ATTEST:

The Titan Corporation, Sole Member

By: 

Name: Cheryl L. Barr
Title: Assistant Secretary

By: 

Name: Mark W. Sopp
Title: Senior Vice President

(Corporate Seal)

COPY

NOVATION AGREEMENT

Linkabit Wireless, Inc., a company duly organized under the laws of Delaware (the "Transferor"), also known as Linkabit Wireless LLC, a limited liability company duly organized under the laws of Delaware, also known as Linkabit Wireless Inc., A Titan Company; Linkabit, A Titan Company; Titan CEWD; Titan Linkabit; Titan Systems Corporation and Titan Systems Corporation, Linkabit Division, with its principal offices in San Diego, CA and The Titan Corporation, a corporation duly organized and existing under the laws of Delaware, ("Titan" or the "Transferee"), with its principal office in San Diego, CA, and the United States of America (Government) enter into this Agreement as of 31 December 2003.

(a) The parties agree to the following facts:

- (1) The Government, represented by various Contracting Officers of the Department of Defense, has entered into certain contracts with the Transferor, as shown in the attached list marked "Exhibit A" and incorporated in this Agreement by reference. The term "the contracts," as used in this Agreement, means the above contracts and purchase orders (including those contracts and purchase orders which pertain specifically to the Transferor that should be included in Exhibit A but were inadvertently omitted) and all other contracts and purchase orders, including all modifications, made between the Government and the Transferor before the effective date of this Agreement (whether or not performance and payment have been completed and releases executed if the Government or the Transferor has any remaining rights, duties, or obligations under these contracts and purchase orders). Included in the term "the contracts" are also all modifications made under the terms and conditions of these contracts and purchase orders between the Government and the Transferee, on or after the effective date of this Agreement.
- (2) On or about August 1, 2002, the Transferor filed a Certificate of Conversion with the State of Delaware, converting itself from a corporation to a limited liability company, and changing its name to Linkabit Wireless, LLC. Subsequent to the conversion, effective December 31, 2003, Linkabit Wireless, LLC transferred to the Transferee all the assets by virtue of a Plan of Dissolution dated December 23, 2003.
- (3) The Transferee has acquired all the assets of the Transferor by virtue of the above transfer.
- (4) The Transferee has assumed all obligations and liabilities of the Transferor under the contracts by virtue of the above transfer.
- (5) The Transferee is in a position to fully perform all obligations that may exist under the contracts.
- (6) It is consistent with the Government's interest to recognize the Transferee as the successor party to the contracts.

- (7) Evidence of the above transfer has been filed with the Government.
- (b) In consideration of these facts, the parties agree that by this Agreement --
- (1) The Transferor confirms the transfer to the Transferee, and waives any claims and rights against the Government that it now has or may have in the future in connection with the contracts.
 - (2) The Transferee agrees to be bound by and to perform each contract in accordance with the conditions contained in the contracts. The Transferee also assumes all obligations and liabilities of, and all claims against, the Transferor under the contracts as if the Transferee were the original party to the contracts.
 - (3) The Transferee ratifies all previous actions taken by the Transferor with respect to the contracts, with the same force and effect as if the action had been taken by the Transferee.
 - (4) The Government recognizes the Transferee as the Transferor's successor in interest in and to the contracts. The Transferee by this Agreement becomes entitled to all rights, titles, and interests of the Transferor in and to the contracts as if the Transferee were the original party to the contracts. Following the effective date of this Agreement, the term "Contractor," as used in the contracts, shall refer to the Transferee.
 - (5) Except as expressly provided in this Agreement, nothing in it shall be construed as a waiver of any rights of the Government against the Transferor.
 - (6) All payments and reimbursements previously made by the Government to the Transferor, and all other previous actions taken by the Government under the contracts, shall be considered to have discharged those parts of the Government's obligations under the contracts. All payments and reimbursements made by the Government after the date of this Agreement in the name of or to the Transferor shall have the same force and effect as if made to the Transferee, and shall constitute a complete discharge of the Government's obligations under the contracts, to the extent of the amounts paid or reimbursed.
 - (7)
 - i. Except as set forth in subparagraph (7)(ii) below, the Transferor and the Transferee agree that the Government is not obligated to pay or reimburse either of them for, or otherwise give effect to, any costs, taxes, or other expenses, or any related increases, directly or indirectly

arising out of or resulting from the transfer or this Agreement, other than those that the Government in the absence of this transfer or Agreement would have been obligated to pay or reimburse under the terms of the contracts.

- ii. The Government recognizes that restructuring by the Transferee incidental to the acquisition/merger may be in the best interests of the Government. Restructuring costs that are allowable under Part 31 of the Federal Acquisition Regulation (FAR) or Part 231 of the Defense Federal Acquisition Regulation Supplement (DFARS) may be reimbursed under flexibly-priced novated contracts, provided the Transferee demonstrates that the restructuring will reduce overall costs to the Department of Defense (DoD) (and to the National Aeronautics and Space Administration (NASA), where there is a mix of DoD and NASA contracts), and the requirements included in DFARS 231.205-70 are met. Restructuring costs shall not be allowed on novated contracts unless there is an audit of the restructuring proposal; a determination by the contracting officer of overall reduced costs to DoD/NASA; and an Advance Agreement setting forth a cumulative cost ceiling for restructuring projects and the period to which such costs shall be assigned.
 - iii. If restructuring costs associated with external restructuring activities allocated to DOD contracts are less than \$2.5 million, the costs are not subject to the proposal, audit, review, certification, advance agreement or determination requirements cited in DFARS 231.205-70(c)(1). Instead, the normal rules for determining cost allowability under FAR Part 31 shall apply. The determination of the \$2.5 million threshold is based on the cost of restructuring activities that are accumulated for the combination of two previously separate companies.
 - iv. By agreeing to this novation, the Government is not waiving any rights it may have to question the allowability or allocability of costs associated with any of the pre-cursor business combinations documented in Titan's letter to Mr. Greg Bell, ACO, DCMA - San Diego, CA dated August 28, 2003. The provisions of DFARS 242.1202, Agreement to Recognize a Successor in Interest, and DFARS 231.205-70, Restructuring Costs, shall apply to those transactions to the same extent that they would have applied had a novation been required for each transaction.
- (8) The Transferor guarantees payment of all liabilities and the performance of all obligations that the Transferee -
- i. Assumes under this Agreement; or
 - ii. May undertake in the future should these contracts be modified under their terms and conditions. The Transferor waives notice of, and consents to, any such future modifications.

(9) The contracts shall remain in full force and effect, except as modified by this Agreement.

Each party has executed this Agreement as of the day and year first above written.

UNITED STATES OF AMERICA

By: *Henry M. Field* 7/14/2004
Henry M. Field
Corporate Administrative Contracting Officer

LINKABIT WIRELESS, INC.

By: *Ronald B. Gorda*
Ronald B. Gorda
President

[Corporate Seal]

TITAN SYSTEMS CORPORATION

By: *Michael Paige*
Michael Paige
Sr. Vice President

[Corporate Seal]

THE TITAN CORPORATION

By: *Mark W. Sopp*
Mark W. Sopp
Sr. Vice President, CFO & Treasurer

[Corporate Seal]

LINKABIT WIRELESS, LLC

By: *Ronald B. Gorda*
Ronald B. Gorda
President

*Note:
Linkabit
Wireless doesn't
have a corporate
seal*

Certificate

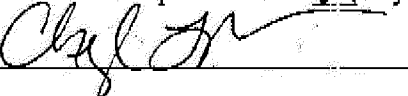
I, Cheryl L. Barr, certify that I am the Secretary of **Linkabit Wireless Inc.**, that Ronald B. Gorda who signed this Agreement for this corporation, was then President of this corporation; and that this Agreement was duly signed for and on behalf of this corporation by authority of its governing body and within the scope of its corporate powers. Witness my hand and the seal of this corporation this 29 day of June 2004.

By: 

[Corporate Seal]

Certificate

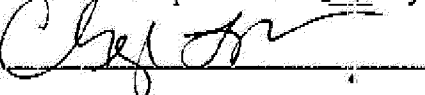
I, Cheryl L. Barr, certify that I am the Secretary of **Linkabit Wireless, LLC**, that Ronald B. Gorda who signed this Agreement for this corporation, was then President of this limited liability corporation; and that this Agreement was duly signed for and on behalf of this corporation by authority of its governing body and within the scope of its corporate powers. Witness my hand and the seal of this corporation this 29 day of June 2004.

By: 

[Corporate Seal]

Certificate


I, Cheryl L. Barr, certify that I am the Assistant Secretary of **Titan Systems Corporation**; that Michael Paige, who signed this Agreement for this corporation, was then Vice President of this corporation; and that this Agreement was duly signed for and on behalf of this corporation by authority of its governing body and within the scope of its corporate powers. Witness my hand and the seal of this corporation this 29 day of June 2004.

By: 

[Corporate Seal]

Certificate

I, Cheryl L. Barr, certify that I am the Assistant Secretary of **The Titan Corporation**; that Mark W. Sopp, who signed this Agreement for this corporation, was then Senior Vice President of this corporation; and that this Agreement was duly signed for and on behalf of this corporation by authority of its governing body and within the scope of its corporate powers. Witness my hand and the seal of this corporation this 29 day of June, 2004.

By: 

[Corporate Seal]