

04-23-1999

RECORDATION FORM COVER SHEET

Docket No.:

TRADEMARKS ONLY

41992-00001



101018087

Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

General Dynamics Commercial Launch Services, Inc., a wholly-owned subsidiary of General Dynamics Corporation
3150 Fairview Park Drive
Falls Church, Virginia 22042

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State **Delaware**
☐ Other _____

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other **Assignment by Asset Purchase Agreement**

Execution Date: **December 22, 1993**

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

Name: **Martin Marietta Corporation**

Internal Address: _____

Street Address: **6801 Rockledge Drive**

City: **Bethesda** State: **MD** ZIP: **20817**

☐ Individual(s) citizenship _____

☐ Association _____

☐ General Partnership _____

☐ Limited Partnership _____

☒ Corporation-State **Maryland**

☐ Other _____

If assignee is not domiciled in the United States, a domestic designation is ☐ Yes ☐ No

(Designations must be a separate document from

Additional name(s) & address(es) ☐ Yes ☐ No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,755,763

1,785,871 (formerly App. No. 74/299251)

Additional numbers

☐ Yes ☒ No

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

Name: **Tracy B. Gray, Esq.**

Internal Address: **Holme Roberts & Owen LLP**

Street Address: **1700 Lincoln Street, Suite 4100**

City: **Denver** State: **CO** ZIP: **80203**

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 3.41):.....\$ **\$65.00**

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

08-2665

04/22/1999 JSHADAZZ 00000062 1755763

DO NOT USE THIS SPACE

01 FC:481

40.00 DP

02 FC:482

25.00 DP

9. Statement and signature.

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

Tracy B. Gray, Esq.

Name of Person Signing

Tracy B. Gray

Signature

4/5/99

Date

Total number of pages including cover sheet, attachments, and

19

TRADEMARK

REEL: 1887 FRAME: 0145

ASSET PURCHASE AGREEMENT

Asset Purchase Agreement dated as of December 22, 1993, by and between MARTIN MARIETTA CORPORATION, a Maryland corporation ("Purchaser"), GENERAL DYNAMICS CORPORATION, a Delaware corporation ("GDC"), GENERAL DYNAMICS SPACE SERVICES COMPANY, a Delaware corporation ("SSC") and a wholly-owned subsidiary of GDC, and GENERAL DYNAMICS COMMERCIAL LAUNCH SERVICES, INC., a Delaware corporation ("CLS") and a wholly-owned subsidiary of GDC. GDC, SSC and CLS are collectively referred to herein as the "Seller."

W I T N E S S E T H :

WHEREAS, GDC, directly and through SSC and CLS, is engaged, through the Space Systems Division (as hereinafter defined), in the business of design, development, production, processing, sale and launching of expendable launch vehicles and upper stage rockets, and also is engaged in other advanced space programs and energy and magnetics programs for commercial customers and the United States Government and certain foreign governments; and

WHEREAS, Purchaser desires to acquire from Seller and Seller desires to sell to Purchaser substantially all of the assets and business of the Space Systems Division (collectively, the "Business").

NOW, THEREFORE, in consideration of the premises and the mutual representations, warranties, covenants, and agreements hereinafter set forth, the parties hereto hereby agree as follows:

ARTICLE I

DEFINITIONS

Each reference contained in this Agreement to:

"Adverse Environmental Condition" shall mean any of the matters referred to in clauses (i), (ii) or (iii) of the definition of Environmental Claim.

"Affiliate" shall mean, with respect to any given Person, any other Person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person. The term "control"

(including, with correlative meaning, the terms "controlled by" and "under common control with"), as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

"Agreement" shall refer to this Asset Purchase Agreement, as the same may be amended from time to time.

"Allocation Arbiter" shall have the meaning ascribed thereto in Section 12.4(e) hereof.

"AMSC Letter Agreement" shall refer to the letter agreement to be executed between Purchaser and GDC at the Closing.

"Ancillary Agreements" shall refer to the Assumption Agreement, the Bill of Sale, the License Agreement, the Services Agreement and the Facility Leases.

"Arthur Andersen" shall refer to the public accounting firm of Arthur Andersen & Co. or any successor organization.

"Arbiter" shall have the meaning ascribed to such term in Section 4.6(a) hereof.

"Assets" shall refer, collectively, to the Purchased Assets and the Leased Assets.

"Assumed Liabilities" shall refer to those liabilities and obligations of Seller which are identified on Schedule 1(A) hereto.

"Assumption Agreement" shall refer to the Assumption Agreement to be executed at Closing by Purchaser, substantially in the form of Exhibit A hereto.

"Atlas Program" shall mean the program of the Space Systems Division consisting of the planned and actual design, development, production and launch of 62 Atlas launch vehicles currently estimated to be completed in the year 2000.

"Attestation Report" shall have the meaning ascribed to such term in Section 4.5 hereof.

"Audited Financial Statements" shall have the meaning ascribed to such term in Section 7.14 hereof.

"August Balance Sheet" shall have the meaning ascribed to such term in Section 4.1(a) hereof.

"Indemnification Event" shall refer to any action, proceeding or claim for which a Person is entitled to indemnification under this Agreement.

"Indemnitor" shall refer to the indemnifying Person in the case of any obligation to indemnify established pursuant to the terms of this Agreement.

"Initial Net Assets to be Sold" shall mean the assets and liabilities of the Space Systems Division as shown on the Initial Statement of Net Assets to be Sold.

"Initial Reconciling Statement" shall have the meaning ascribed to such term in Section 4.2 hereof.

"Initial Statement of Net Assets to be Sold" shall have the meaning ascribed thereto in Section 4.2 hereof.

"Interests" shall have the meaning ascribed to such term in Section 3.1(a) hereof.

"Intellectual Property" shall refer to all inventions, improvements, domestic and foreign patents and applications therefor, trade secrets, know how, customer lists, trade names, common law trademarks and service marks, trademark and service mark registrations and applications therefor, copyrights, copyright registrations and applications therefor, mask works, mask work registrations and applications therefor, rights in computer software, all rights granted or retained in licenses under any of the foregoing and all rights to use data retained by the Space Systems Division under any Contract.

"Kearny Mesa Facility" shall mean the Kearny Mesa facility located in San Diego, California, which is owned by GDC and used in the Space Systems Division.

"Kearny Mesa Lease" shall mean the lease agreement to be executed by Purchaser and GDC at Closing relating to the Kearny Mesa Facility substantially in the form of Exhibit C hereto.

"Law" shall mean any federal, state, local, or foreign law (including common law), constitution, statute, code, ordinance, rule, regulation, executive order, or other requirement.

"Lease Contract" shall refer to any Contract which is a lease of or rental agreement with respect to Property (other than the Facility Leases and other Leases) or an installment sale contract arising out of the sale of Property.

"Person" shall include an individual, a partnership, a corporation, or a division or business unit thereof, a trust, an unincorporated organization, a government or any department or agency thereof and any other entity.

"Plant 19" shall mean the facility designated as Plant 19 located in San Diego, California, which is owned by the United States Air Force and used in the Space Systems Division pursuant to the Plant 19 Facilities Agreement.

"Plant 19 Facilities Agreement" shall mean the Facilities Agreement by and between the Seller and the United States Air Force relating to Plant 19.

"Pre-Medicare Plan" shall have the meaning ascribed thereto in Section 11.3 hereof.

"Product Warranty Insurance" shall have the meaning ascribed thereto in Section 5.23 hereof.

"Property" or "Properties" shall include all property and all other assets of whatsoever nature including, without limitation, real and personal property, whether tangible or intangible, and claims, rights and choses in action, other than Intellectual Property.

"Purchase Order" shall have the meaning ascribed thereto in Section 12.5(b) hereof.

"Purchase Price" shall have the meaning ascribed thereto in Section 2.3 hereof.

"Purchased Assets" shall refer to all the business, properties, assets, goodwill, rights and claims of whatever kind and nature, real or personal, tangible or intangible, known or unknown, actual or contingent and wherever situated, which are owned by Seller or any Affiliate of Seller and used in, held for use by, or related to the business of, the Space Systems Division (other than any Excluded Assets or any fee interest in the Leased Assets), including, without limitation, the following assets:

(a) all leasehold interests (including, without limitation, the Facility Leases (other than the landlord's interest therein), the Leases, the Plant 19 Facilities Agreement and leasehold interests in the Leased Assets) and other interests in real property listed on Schedule 1(D), in

each case together with all improvements, fixtures and all other appurtenances thereto and rights in respect thereof;

(b) all work in process, raw materials, finished goods, goods in transit and other properties and rights associated with the performance of Contracts or the business or operations of the Space Systems Division, supplies, machinery, equipment, interests in government furnished equipment, test equipment, computers, tools, dies, spare parts, components, subassemblies, vehicles, furniture, office materials and other tangible personal property and leasehold interests therein, whether or not such assets are located at the properties referred to in clause (a) above;

(c) all accounts receivable, notes receivable, unbilled revenues and other claims for money or other obligations due (or which hereafter will become due) to Seller arising out of the business or operations of the Space Systems Division;

(d) all of Seller's interest in Intellectual Property, including, without limitation, all results of research and development activities and other Intellectual Property developed or acquired by or on behalf of the Space Systems Division, whether related to, or of use or potential use in connection with any current or contemplated potential future products of the Space Systems Division or parts, components or subassemblies thereof used or purchased by the Space Systems Division;

(e) all proceeds under any insurance contract or arrangement relating to the Business in respect of Assumed Liabilities or damage to Assets;

(f) all right, title and interest in, to and under all Contracts, subject in each case to the terms of such Contracts;

(g) all Documents of the Space Systems Division (including such books and

records as are contained in computerized storage media), including (without limitation) all inventory, purchasing, accounting, sales, export, import, research, engineering, manufacturing, maintenance, repairs, marketing, banking, legal, Intellectual Property, shipping records, records relating to GD Employee Benefit Plans to the extent they relate to Assumed Liabilities, personnel files for Transferred Employees and all files, customer and supplier lists, records, literature and correspondence, whether or not physically located on any of the premises referred to in clause (a) above; provided, however, that Seller shall have the right to (A) keep and use for itself and its Affiliates a copy of any such list, file, book, record or Document and (B) transfer to a third party, a copy of any such list, file, book, record or Document transferred hereunder to Purchaser that is not exclusive to the Space Systems Division and that does not contain any confidential or proprietary information concerning the Space Systems Division;

(h) any other tangible assets of Seller which are used primarily in the Space Systems Division and which are of a nature not customarily reflected in the books and records of a business, such as assets which have been written off for accounting purposes but which are still used by or of value to the Space Systems Division;

(i) all Authorizations which are or, with the consent of a third party, may be transferable and which are used in the business and operations of the Space Systems Division, as presently conducted;

(j) all goodwill associated with the Business, other than the goodwill associated with the name "General Dynamics";

(k) all rights under non-disclosure agreements with employees and agents of Seller and under confidentiality agreements with prospective purchasers of the Space Systems Division;

(l) all deposits and advance payments, prepaid charges, sums and fees, refunds, causes of action, rights of recovery, rights of set-off and rights of recoupment of Seller in connection with the Business (other than intercompany accounts between the Space Systems Division and Seller, or any other divisions, units, Affiliates or Subsidiaries of Seller);

(m) to the extent assets have been accumulated in connection with any GD Employee Benefit Plan as of the Closing Date, the allocable portion of the balance existing as of the Closing Date in any trust, voluntary employee beneficiary association, reserve, premium stabilization account or other similar account or arrangement established by Seller or any other Person which is attributable to the Assumed Liabilities; and

(n) any other asset of Seller in respect of which there is an Assumed Liability.

"Purchased Intellectual Property" shall refer to the Intellectual Property included in Assets.

"Purchaser" shall refer to Martin Marietta Corporation, a Maryland corporation having its principal executive office at 6801 Rockledge Drive, Bethesda, Maryland 20817.

"Purchaser's Plans" shall have the meaning ascribed thereto in Section 11.5(b) hereof.

"Release" shall mean any release, spill, emission, abandonment of any container or receptacle containing any Contaminant, leaking, pumping, injection, deposit, disposal, discharge, dispersal, leaching, or migration into the environment, or into or out of any property owned, leased or used by the Space Systems Division, including the movement or migration, gradual or otherwise, of any Contaminant through or in the air, soil, surface water, groundwater, or land surface or subsurface strata or formation.

"Remedial Action" shall mean all actions required under Environmental Laws and all reasonable voluntary efforts

ARTICLE II

BASIC TRANSACTION

Upon the terms and subject to the conditions set forth in this Agreement, at the Closing the following transactions shall occur:

2.1 Purchase and Sale of Assets. On the terms and subject to the conditions set forth in this Agreement, at the Closing, Purchaser will purchase from Seller, and Seller will sell, transfer, assign, convey and deliver to Purchaser, all of Seller's right, title and interest in and to the Assets.

2.2 Assumption of Liabilities. On the terms and subject to the conditions set forth in this Agreement, at the Closing, Purchaser will assume and become responsible for all of the Assumed Liabilities. The parties to this Agreement expressly understand and agree that the Purchaser shall not and does not hereby assume or become liable for any obligations, commitments, liabilities or indebtedness of GDC, SSC, CLS or of any of their respective Subsidiaries or the Space Systems Division, which are Excluded Liabilities or otherwise are not expressly assumed by the Purchaser pursuant to this Section 2.2. Schedule 2.2 hereof sets forth a non-exclusive listing of some of the liabilities and obligations of Seller which Purchaser has not assumed or agreed to pay, perform or discharge, it being understood that such listing is not intended to limit in any manner whatsoever the foregoing sentence or the definition of Excluded Liabilities.

2.3 Purchase Consideration. On the terms and subject to the conditions set forth in this Agreement, Purchaser agrees to pay to Seller, by bank wire transfer of immediately available Federal funds to an account designated in writing by Seller not later than three (3) Business Days prior to the Closing Date, an amount equal to \$208,500,000 (the "Purchase Price"). The Purchase Price shall be subject to post-Closing adjustments as provided in Article IV hereof.

2.4 Purchase from GDC, SSC and CLS. It is acknowledged that (i) Purchaser will acquire the Assets constituting the Business from each of GDC, SSC and CLS (as well as from any other Affiliate of GDC holding such assets), (ii) Purchaser will not acquire the stock of SSC and CLS, (iii) Purchaser may elect to purchase all or part of the Purchased Assets through one or more of its direct or indirect Subsidiaries, as provided in Section 13.5 hereof and (iv) each Seller will execute such documents as may be reasonably necessary to facilitate the foregoing.

(n) No Seller Property or portion thereof has suffered any material damage by fire or other casualty that has not been completely restored to a condition comparable to that existing prior to the casualty.

(o) Seller has not received any written notice from any insurance company that has issued a policy to Seller with respect to any Seller Property requiring performance of any structural or other repairs or alterations to such Seller Property.

(p) The transactions contemplated hereby will not constitute a default under, or result in any change in the terms of, any Lease, provided that all necessary consents required by such Lease are obtained prior to the Closing.

(q) The Seller has, and the Purchaser will have, the right to use all easements and rights of way relating to the Owned Property and the Leased Property, including, but not limited to, easements for power lines, water lines, sewers, railways and roadways and other means of ingress and egress, which are necessary to conduct the business.

5.21 Intellectual Property. (a) Unless otherwise indicated in Schedule 5.21(a) or herein, the Purchased Intellectual Property and the rights licensed pursuant to the License Agreement constitute all of the Intellectual Property (i) owned, developed or acquired by or on behalf of the Space Systems Division or (ii) used by Seller in the business and operations of the Space Systems Division, including, without limitation, future results, developments and products of the Space Systems Division which are the subject of current research and development activities. Unless otherwise indicated in Schedule 5.21(a), Seller owns the entire right, title and interest in and to the Purchased Intellectual Property (including, without limitation, with respect to owned Intellectual Property, the exclusive right to use and license the same). Schedule 5.21(a) sets forth complete and correct lists of:

(1) all patents, trademark registrations, copyright registrations, mask work registrations and applications for any of them which are part of the Purchased Intellectual Property;

(2) all license agreements granting Seller license in Intellectual Property which licenses are included in the Assets.

(3) all Intellectual Property which is the subject of the obligations of Seller described in Section 3.1(c) hereof;

(4) all computer software applications programs owned or used or currently planned for use by Seller, including such programs which are material, in the business or operations of the Space Systems Division (the "Software"); and

(5) all licenses granted by Seller under any of the Purchased Intellectual Property or Software.

(b) Seller owns, leases, licenses or has the right to use all the Software. The Software and the Purchased Intellectual Property are sufficient to conduct the business and operations of the Space Systems Division as presently conducted in all material respects. Notwithstanding any other provision of this Agreement, except as indicated in Schedule 5.21(b), upon consummation of the transactions contemplated by this Agreement, Purchaser will be entitled to continue to use all of the Purchased Intellectual Property, the rights licensed pursuant to the License Agreement and the Software to the same extent and under the same conditions that it has heretofore been used in the Space Systems Division, without financial obligations to any other Person. Except as indicated in Schedule 5.21(b), the Purchased Intellectual Property, the rights licensed pursuant to the License Agreement, and Software comprise all Intellectual Property and computer software applications programs necessary to permit the operation of the Business as now being conducted.

(c) Schedule 5.21(c) sets forth a list of all notices or claims received by and suits or proceedings pending against Seller or, to Seller's knowledge, received by or pending against any customer of Seller, which notices, claims, suits or proceedings assert infringement of any Intellectual Property of a third party as a result of the business or operations of the Space Systems Division or activities of any such customer with regard to any product or service supplied by the Space Systems Division and Seller has no knowledge of any basis for any additional claims, suits or proceedings against it or any customer for any such infringement. Except as set forth in Schedule 5.21(c), there are no interferences, reexaminations, oppositions or protests pending or threatened involving any patents, or patent applications which constitute "Assets," and Seller knows of no basis for any such interference, nor are there any disputes pending or threatened with former or present employees of Seller involving rights to any of the Purchased Intellectual Property.

(d) to Seller's Knowledge, except as indicated in Schedule 5.21(d), no Person is infringing upon or has misappropriated any of the Purchased Intellectual Property. No Purchased Intellectual Property or Software is owned or controlled by any officer, director or employee of Seller or any of its Affiliates, except as indicated in Schedule 5.21(d).

5.22 Employees and Employee Relations.

(a) Seller has provided Purchaser with access to a list of all employees of the Space Systems Division and the salary for each.

(b) There is no strike, work stoppage, slowdown, picketing or lockout pending or overtly threatened against or involving the Space Systems Division with respect to employees of the Space Systems Division. Except as set forth on Schedule 5.22, there has been no such strike, work stoppage, slowdown, picketing or lockout at any time in the past five years.

(c) There is no pending or, to Seller's knowledge, threatened strike, work stoppage, slowdown, picketing or lockout or other union activity with respect to the employees of any of the suppliers or customers of the Space Systems Division that could have a Material Adverse Effect on the Space Systems Division.

(d) Except as set forth on Schedule 5.22, the Space Systems Division is not a party to, nor has any obligations under, any collective bargaining agreement, nor are any employees of the Space Systems Division covered by any collective bargaining agreements.

(e) There is no organizing activity involving the Space Systems Division pending or threatened by any labor union or group of employees. There are no representation proceedings pending or threatened with the National Labor Relations Board, and no labor organizations or group of employees of the Space Systems Division has made a demand for recognition.

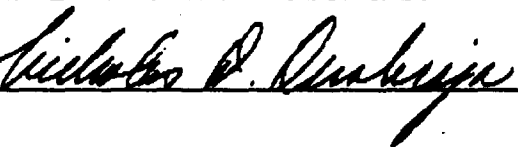
(f) Except as set forth on Schedule 5.10, there are no unfair labor practice charges or complaints pending or threatened by or on behalf of any employee or group of employees of the Space Systems Division.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed on its behalf by its officers or representatives thereunto duly authorized, all as of the date first written above.

MARTIN MARIETTA CORPORATION

By: 

GENERAL DYNAMICS CORPORATION

By: 

GENERAL DYNAMICS SPACE SERVICES
COMPANY

By: _____

GENERAL DYNAMICS COMMERCIAL LAUNCH
SERVICES, INC.

By: _____

-100-

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17718-18

TRADEMARK
REEL: 1887 FRAME: 0157

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed on its behalf by its officers or representatives thereunto duly authorized, all as of the date first written above.

MARTIN MARIETTA CORPORATION

By: 

GENERAL DYNAMICS CORPORATION

By: 

GENERAL DYNAMICS SPACE SERVICES
COMPANY

By: 

GENERAL DYNAMICS COMMERCIAL LAUNCH
SERVICES, INC.

By: 

-95-

2199-206003B:12/21/93 (1977-3TRANSFR)
17718-15

**SCHEDULE 5.21(a)
INTELLECTUAL PROPERTY -
EXCLUSIONS AND LISTS**

Excluded intellectual property: CPS, EIS LEGACY (computer software systems used GD-wide)

Intellectual Property not owned by Seller: See attached.

See attached lists of Intellectual Property:

- 1) patents, trademarks and copyrights
- 2) license agreements
- 3) obligations of Seller regarding third party consents described in Section 3.1(c)
- 4) computer software
- 5) licenses granted by Seller

SCHEDULE 5.21 - INTELLECTUAL PROPERTY

- A. List all patents, trademarks, registrations, copyrights, applications, license agreements granted to or by Seller, computer software applications programs, etc., which are material to the business of the Division, or have been developed or acquired by or on behalf of the Division.
1. Space Systems Invention Disclosures (other than Space Magnetics)
 2. Space Systems Patent Application (other than Space Magnetics)
 3. Space Systems Issued Patents (other than Space Magnetics)
 4. Space Magnetics Invention Disclosures
 5. Space Magnetics Patent Applications
 6. Space Magnetics Issued Patents
 7. Space Systems Trademark Registrations (other than Space Magnetics)
 8. Software developed or acquired.
- B. All intellectual property owned by the Space Systems Division will be included in the Intellectual Property to be sold or licensed to the Purchaser pursuant to the Agreement.
- C. (i) No unresolved notices or claims asserting infringement of any intellectual property right of a third party as a result of the operations of the Division have been received.
- (ii) No interferences, re-examinations, oppositions or protests involving any patent or patent applications which constitute "Assets" of the Division exist.
- (iii) The Division is not aware of any infringements or misappropriation of the said intellectual property.
- (iv) None of said intellectual property or software is owned or controlled by any officer, director or employee of Seller. However, pursuant to the employee "Proprietary Information and Invention Agreement" signed by all Division employees, all employee/inventors are entitled to receive from monies received for the sale or licensing of their invention as follows: 30% of the first \$1,000 received; 25% of the second \$1,000 received; and 20% thereafter.

USA TRADEMARKS

12/2/93

TRADEMARK DESCRIPTION	JURISDICTION	REGISTRATION NUMBER	REGISTRATION DATE	LAST RENEWAL DATE	NEXT RENEWAL DATE	TICKLE DATE	PAYMENTS	REMARKS:
ATLAS	USA	SN 73/460,611 1304931	11/13/84	--	11/13/2004	05/13/2004		Declaration showing continuous use sent 8/90; T=20 YEARS
ATLAS	USA	SN 73/460617 1305356	11/13/84	--	11/13/2004	05/13/2004		Declaration showing continuous use sent 8/90; T=20 YEARS
CENTAUR	USA	SN73/460616 1330092	04/09/85	--	04/09/2005	10/09/2004		Declaration showing continuous use sent 8/90; T=20 YEARS
CENTAUR	USA	SN73/460610 1313356	01/08/85	--	01/08/2005	07/05/2004		Declaration showing continuous use sent 8/90; T=20 YEARS
STYLIZED "A" WITH SPACE SYSTEMS DIVISION; TRADEMARK, PRINCIPAL REGISTER	USA	1,767,386	04/27/93		04/27/2003	04/27/98		1/98-6/98, send \$ 5 & 18 Affidavits of Continuing Use; SN 74/287204
STYLIZED "A" WITH ATLAS LOGO/SSD SPACE SYSTEMS DIVISION; TRADEMARK, PRINCIPAL REGISTER	USA	1,771,333	05/18/93		05/18/2003	05/18/98		1/98-6/98, send \$ 5 & 18 Affidavits of Continuing Use; SN 74/287203

12/2/93

USA TRADEMARKS

Page 2

TRADEMARK DESCRIPTION	JURISDICTION	REGISTRATION NUMBER	REGISTRATION DATE	LAST RENEWAL DATE	NEXT RENEWAL DATE	TICKLE DATE	PAYMENTS	REMARKS:
STYLIZED "A"/CLS COMMERCIAL LAUNCH SERVICES	USA	SN 74/299251	06/22/92					1/98-6/98, send \$ 5 & 18 Affidavits of Continuing Use; JRD TO CALL IF NOT RECD 8/93
STYLIZED "A" WITH ATLAS LOGO/CLS COMMERCIAL LAUNCH SERVICES; SERVICE MARK, PRINCIPAL REGISTER	USA	1,755,763	03/02/93		03/02/2003	03/02/98		1/98-6/98, send \$ 5 & 18 Affidavits of Continuing Use; SN 74/287209

RECORDED: 04/09/1999

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