

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

2-20-01

03-02-2001



RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

101624772

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

Execution Date
Month Day Year

Name

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)

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

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.)

03/02/2001 DEYRNE 00000025 0724746
40.00 OP
75.00 OP

FOR OFFICE USE ONLY

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: 002242 FRAME: 0437

Domestic Representative Name and Address

Enter for the first Receiving Party only.

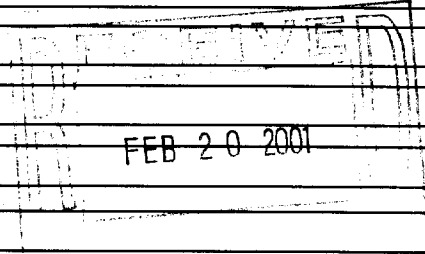
Name

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)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="0724746"/>	<input type="text" value="0753697"/>	<input type="text" value="0205312"/>
<input type="text" value="0521083"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

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.

Jacqueline P. Scheib
Name of Person Signing

Signature

February 20, 2001
Date Signed

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Agreement"), dated as of January 26, 2001 (the "Effective Date") is from Raytheon Company, a corporation organized under the laws of the State of Delaware and located at 141 Spring St., Lexington, MA 02173 (the "Assignor") to BONDCO 838 LIMITED, incorporated with limited liability under the laws of England and Wales (company number 4056975) and located at c/o Bondco 835 Limited, Town Quay House, 7 Town Quay, Southampton, Hampshire SO14 2TP, England (the "Assignee").

WITNESSETH:

WHEREAS, Assignor is the owner of all right, title and interest in and to the Trademarks described on Schedule A (the "Trademarks") attached hereto; and

WHEREAS, for good and valuable consideration and pursuant to a certain Acquisition Agreement, dated the Effective Date, by and among Assignor, Raytheon Systems Ltd., incorporated with limited liability under the laws of England and Wales, and the Assignee (the "Main Acquisition Agreement"), and a certain Intellectual Property Acquisition Agreement, dated the Effective Date, by and among Assignor and Assignee ((the "Intellectual Property Agreement", and together the "Acquisition Agreements") and upon the terms and conditions set forth below, Assignor desires to assign all of its rights and interests with respect to the Trademarks to Assignee and Assignee desires to accept such assignment and assume all rights and obligations of Assignor associated with the Trademarks.

NOW, THEREFORE, in consideration of the transactions contemplated by the Acquisition Agreements and this Agreement and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the following:

1. Assignment. Assignor hereby assigns and transfers unto Assignee, its successors, heirs and assigns all right, title and interest in and to the Trademarks, including without limitation, the right to apply for and secure registration or other statutory protection for the Trademarks in the name of the Assignee, the right to apply for and obtain any renewal of any registrations thereof, the right to sue for past and future infringement and the right to the goodwill of the business symbolized thereby.
2. Further Assurances. Assignor will execute any and all additional documents that may be reasonably necessary in the opinion of counsel for Assignee to perfect the transfer of rights set forth herein.
3. Representations and Warranties. This Agreement is subject to the terms and conditions of the Acquisition Agreements and the respective representations, warranties, covenants, agreements and obligations made in the Acquisition Agreements by the parties to the Acquisition Agreements and incorporated herein by reference, constitute an integral part of this Agreement and shall survive the execution and delivery of this Agreement to the extent provided in Article 10 of the Main Acquisition Agreement.

4. Binding Provisions. This Agreement is binding upon, and inures to the benefit of, the parties hereto and their respective administrators, personal and legal representatives, successors, and permitted assigns.

5. Governing Law. All questions concerning the construction, validity and interpretation of this Agreement and the performance of the obligations imposed by this Agreement shall be governed by the internal law, not the law of conflicts, of the Commonwealth of Massachusetts.

[next page is the signature page]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the Effective Date.

RAYTHEON COMPANY

By: Thomas D Hyde
Name: Thomas D Hyde
Title: Senior Vice President
and General Counsel

BONDCO 838 LIMITED

By: _____
Name:
Title:

STATE OF MASSACHUSETTS)
) :SS
COUNTY OF MIDDLESEX)

The foregoing instrument was acknowledged before me this 26th day of January, 2001, by THOMAS D. HYDE of Raytheon Company as his act and deed, and the free act and deed of said corporation.

Katherine J Hancock
Notary Public KATHERINE J. HANCOCK
My commission expires: 12/8/06

STATE OF _____)
) :SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of January, 2001, by _____ of BONDCO 838 LIMITED as his act and deed, and the free act and deed of said company.


Notary Public
My commission expires:

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the Effective Date.

RAYTHEON COMPANY

By: _____
Name:
Title:

BONDCO 838 LIMITED

By:  _____
Name: Richard P. Kane
Title: Director

COMMONWEALTH OF MASSACHUSETTS)

) :ss Boston

COUNTY OF SUFFOLK)

The foregoing instrument was acknowledged before me this ___ day of January, 2001, by _____ of Raytheon Company as his act and deed, and the free act and deed of said corporation.

Notary Public

My commission expires:

COMMONWEALTH OF MASSACHUSETTS)

) :ss Boston

COUNTY OF SUFFOLK)

The foregoing instrument was acknowledged before me this 25th day of January, 2001, by Richard P. Kane of BONDCO 838 LIMITED as his act and deed, and the free act and deed of said company.

Kathleen M. Porter

Kathleen M. Porter, Notary Public

My commission expires: October 2, 2003

Schedule A

U.S. Trademarks

Raytheon File Number	Assignee	Trademarks	Registration No.
36260	Raytheon Marine	APELCO	0724746
35113	Raytheon Marine	APELCO	753697
09711	Raytheon Marine	FATHOMETER	0205312
09363	Raytheon Marine	MARINERS PATHFINDER	0521083

Foreign Trademarks

Raytheon File Number	ASSIGNEE	TRADEMARK	REGISTRATION Date	RENEWAL Date	REGISTRATION NO.	COUNTRY
36260	Raytheon Company	Apelco	04/07/94	04/07/01	RA626859	AU
36260	Raytheon Company	Apelco	07/25/94	07/25/04	468905	MX
36260	Raytheon Company	Apelco	04/05/95	04/05/05	442889	CI
35113	Raytheon Company	Apelco	05/10/95	05/10/05	84962	PE
36260	Raytheon Company	Apelco	08/03/95	07/31/05	686035	TW
36260	Raytheon Company	Apelco	12/11/95	12/11/05	328830	KR
36260	Raytheon Company	Apelco	04/16/96	04/16/06	817928065	BR
36260	Raytheon Company	Apelco	06/21/96	06/20/06	848767	CN
36260	Raytheon Company	Apelco	04/07/97	04/07/01	235747	NZ
36260	Raytheon Company	Apelco	04/25/97	04/25/07	3293958	JP
36260	Raytheon Company	Apelco	02/28/95	02/25/05	1553077	AR
09711	Raytheon Company	Fathometer	08/01/86	08/01/06	468507	CI
09711	Raytheon Company	Fathometer	01/24/88	01/24/08	177925	ES
09711	Raytheon Company	Fathometer	05/11/90	05/11/00	589966	IT
09711	Raytheon Company	Fathometer	05/25/90	05/25/00	42419	NO

09711	Raytheon Company	Fathometer	05/31/90	05/31/00	1382813	AR
09711	Raytheon Company	Fathometer	10/26/90	10/26/00	631308	DE
28978	Raytheon Company	Fathometer	11/30/90	11/30/00	76579	BEN
09711	Raytheon Company	Fathometer	03/16/91	03/16/01	51825	MX
09711	Raytheon Company	Fathometer	01/10/92	01/10/07	17811	VE
09711	Raytheon Company	Fathometer	06/10/92	06/10/02	253780	UY
09711	Raytheon Company	Fathometer	08/03/92	08/03/01	20048	CO
09711	Raytheon Company	Fathometer	04/24/93	04/24/03	179758	PT
09711	Raytheon Company	Fathometer	11/02/93	11/02/03	75375	CU
09711	Raytheon Company	Fathometer	03/26/96	03/26/06	287/46	EC
09711	Raytheon Company	Fathometer	09/27/96	09/27/06	6789	PE
09711	Raytheon Company	Fathometer	12/29/96	12/29/06	41430	CA
09711	Raytheon Company	Fathometer	10/18/97	10/18/04	659-M	MACAO
09711	Raytheon Company	Fathometer	11/10/98	11/09/08	149014	FR
09711	Raytheon Company	Fathometer	10/25/99	10/25/09	2408600	BR
09711	Raytheon Company	Fathometer	12/05/99	12/05/09	223142	JP
09711	Raytheon Company	Fathometer	07/22/00	07/22/10	859/1950	DK
09711	Raytheon Company	Fathometer			117986	AU
09363	Raytheon Company	Mariners Pathfinder	02/24/90	02/24/00	588810	IT
09363	Raytheon Company	Mariners Pathfinder	04/18/90	04/18/00	40221	NO
09363	Raytheon Company	Mariners Pathfinder	04/19/90	04/19/00	632663	DE
09363	Raytheon Company	Mariners Pathfinder	04/20/90	04/20/00	235628	ES
09363	Raytheon Company	Mariners Pathfinder	06/03/90	06/03/00	619-1950	DK

28979	Raytheon Company	Mariners Pathfinder	11/30/90	11/30/00	76578	BEN
09363	Raytheon Company	Mariners Pathfinder	10/23/91	10/23/01	178613	SE
09363	Raytheon Company	Mariners Pathfinder	01/29/92	01/29/02	383168	CI
09363	Raytheon Company	Mariners Pathfinder	04/24/93	04/24/03	179759	PT
09363	Raytheon Company	Mariners Pathfinder	04/30/93	04/30/03	2796163	BR
09363	Raytheon Company	Mariners Pathfinder	03/31/94	03/31/04	1514458	AR
09363	Raytheon Company	Mariners Pathfinder	12/17/96	12/17/11	41339	CA
09363	Raytheon Company	Mariners Pathfinder	10/18/97	10/18/04	604-M	MACAO
09363	Raytheon Company	Mariners Pathfinder	02/06/00	02/06/10	1574044	FR