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### 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

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)

State/Country

Zip Code

- Individual  General Partnership  Limited Partnership
- Corporation  Association

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.)

Other

Citizenship/State of Incorporation/Organization

#### FOR OFFICE USE ONLY

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

**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" value="1338925"/>	<input type="text" value="1369930"/>	<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"/>	<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

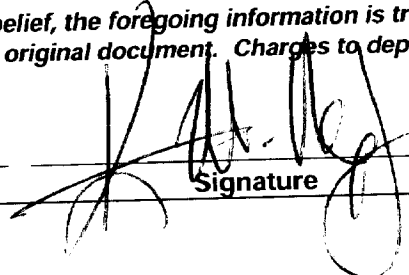
Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.) #

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.

Kevin M. Moss, Esq.  
Name of Person Signing

  
Signature

6/19/01  
Date Signed

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Registration of: Grid Defence Systems Limited  
Registration No.: 1,338,825  
For: GRID

APPOINTMENT OF DOMESTIC REPRESENTATIVE

Hon. Commissioner of Patents  
and Trademarks  
BOX ASSIGNMENTS  
Arlington, Virginia 20231

Dear Madam:

Grid Defence Systems Limited, the owner of U.S. Registration No. 1,338,825, hereby appoints Randy Lipsitz, Kevin M. Moss, Richard L. Moss, Philip A. Gilman, Beth H. Alter, John C. Garces, Eric Roman, Yiota G. Souras, Jason M. Vogel, and Patricia A. De Meyere, members of the Bar of the State of New York, Peter A. Abruzzese, a member of the Bar of the State of New Jersey, and Mary B. Scott, a member of the Bar of the State of California, attorneys with the firm of Kramer Levin Naftalis & Frankel LLP, 919 Third Avenue, New York, New York 10022, (212) 715-9100, as its domestic representatives with full power of substitution and revocation to transact all business in the Patent and Trademark Office in connection with U.S. Registration No. 1,338,825 and hereby requests that all communications hereafter be addressed to its attorneys at their office address as follows:

Kevin M. Moss, Esq.  
Kramer Levin Naftalis & Frankel LLP  
919 Third Avenue  
New York, New York 10022  
(212) 715-9224

Respectfully submitted.

By: *[Signature]*  
Name: P. LUSHTON  
Title: MANAGING DIRECTOR

ALL 2001148 1

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Registration of: Grid Defence Systems Limited

Registration No.: 1,369,930

For: **GRIDCASE**

**APPOINTMENT OF DOMESTIC REPRESENTATIVE**

Hon. Commissioner of Patents  
and Trademarks  
BOX ASSIGNMENTS  
Arlington, Virginia 20231

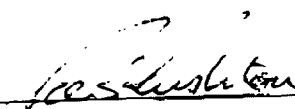
Dear Madam:

Grid Defence Systems Limited, the owner of U.S. Registration No. 1,369,930, hereby appoints Randy Lipsitz, Kevin M. Moss, Richard L. Moss, Philip A. Gilman, Beth H. Alter, John C. Garces, Eric Roman, Yiota G. Souras, Jason M. Vogel, and Patricia A. De Meyere, members of the Bar of the State of New York, Peter A. Abruzzese, a member of the Bar of the State of New Jersey, and Mary B. Scott, a member of the Bar of the State of California, attorneys with the firm of Kramer Levin Naftalis & Frankel LLP, 919 Third Avenue, New York, New York 10022, (212) 715-9100, as its domestic representatives with full power of substitution and revocation to transact all business in the Patent and Trademark Office in connection with U.S. Registration No. 1,369,930 and hereby requests that all communications hereafter be addressed to its attorneys at their office address as follows:

Kevin M. Moss, Esq.  
Kramer Levin Naftalis & Frankel LLP  
919 Third Avenue  
New York, New York 10022  
(212) 715-9224

Respectfully submitted,

By:



Name: P. LUSHSTON

Title: MANAGING DIRECTOR

KLJ 2011148 1

TOTAL P.04

THIS AGREEMENT ("Agreement") is made this 29 day of March, 2000

BETWEEN:

- (1) SAMSUNG ELECTRONICS CO., LTD. of 416 Maetan-dong, Paldal-gu, Suwon-city, Kyungki-do, Republic of Korea (the "Assignor") which expression where the context so requires shall include its successors and assigns; and
- (2) GRID DEFENCE SYSTEMS LIMITED of Highbridge House, 93-96 Oxford Road, Uxbridge, Middlesex UB8 1LU (the "Assignee") which expression where the context so requires shall include its successors and assigns.

RECITALS:

- A. The Assignor is the owner of the Registered Trade Marks particulars of which are set out in Schedule 1 below hereto and the applicant for registration of the U.K. Trade Mark particulars of which are set out in Schedule 2 below (collectively called the "Trade Marks").
- B. The Assignor has agreed to assign to the Assignee the Trade Marks together with the goodwill of the business of the Assignor concerned in the goods and services in respect of which the Trade Marks are registered or registration has been sought upon the following terms and conditions.

1. Assignment

- 1.1 In pursuance of the said agreement and in consideration of the sum of US\$60,000 (sixty thousand dollars) to be paid by the Assignee to the Assignor's following bank account within ten days from the date of this Agreement, the Assignor HEREBY ASSIGNS unto the Assignee the Trade Marks together with the goodwill of the business of the Assignor concerned in the goods and/or services in respect of which the Trade Marks are registered or registration has been sought TO HOLD the same unto the Assignee absolutely.

Bank Name: Hanvit Bank  
Branch Name: Samsung Center  
Account No: 060-084489-42-105  
Bank Address: 150, Taepyung-Ro, 2 Ka, Chung-Ku, Seoul, Korea  
Beneficiary Name: Samsung Electronics Co., Ltd.

- 1.2 The Assignor agrees that the payment of the consideration set out in clause 1.1 above releases the Assignee from all and any obligation to pay any sum or sums due under the license agreement between AST and the Assignee dated 1 January 1996 (the "License Agreement").
- 1.3 Assignee and Assignor agree that the License Agreement is hereby terminated and of no further force and effect, and that neither the Assignee nor the Assignor shall have any further right, obligation, claim or liability pursuant to the terms thereto. Each party hereby releases and forever discharges the other party from any past, present or future claims, demands, allegations, obligations, costs, damages, fees or causes of action of any nature whatsoever

arising out of or related to the License Agreement.

## 2. Warranty

### 2.1 The Assignor hereby warrants that;

- 2.1.1 it is the proprietor of the Trade Marks and has the full power to enter into this Assignment;
- 2.1.2 it has not granted any licenses to use the Trade Marks;
- 2.1.3 it has not knowingly caused or permitted anything to be done which might endanger the validity of the Trade Marks or the ability of the Assignee to register the Assignment;
- 2.1.4 it assumed all of the rights and obligations of AST under the Licence Agreement;
- 2.1.5 it has not knowingly withheld from the Assignee knowledge of any circumstance that may endanger the validity of the Trade Marks or the ability of the Assignee to register this Agreement and it is not aware of any infringement or challenge of any of the Trade Marks.

### 2.2 The Assignee and the Assignor each hereby warrant that they have the full power to enter into this Assignment.

## 3. Indemnity

### 3.1 The Assignor hereby agrees to indemnify and hold harmless the Assignee from and against all and any actions, claims, proceedings, costs and damages and all legal costs that may be brought against the Assignee and that the Assignee may become liable to pay in respect of the Trade Marks and which arise from the breach by the Assignor of the warranties in clause 2.1, provided however:

- a) The Assignee shall give notice to the Assignor immediately after it receives notice of such claim or suit;
- b) The Assignee shall forward to the Assignor immediately upon receipt any process, pleading or other paper relating to any such claim, suit or proceedings; and
- c) The Assignee shall, whenever requested by the Assignor, cooperate with the Assignor in all matters that the Assignor may deem necessary or desirable in the defence of or to avoid or minimize liability in any such claim, suit or proceedings and any appeal related thereto.

### 3.2 The Assignor's total liability set forth herein, notwithstanding the provisions in the foregoing paragraph or any other provisions provided herein, shall be monetary indemnification to the Assignee and shall not exceed half of the amount received from the Assignee pursuant to clause 1.1 of this Agreement.

3.3 EXCEPT AS EXPRESSLY PROVIDED HEREIN NEITHER ASSIGNEE NOR ASSIGNOR MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EXPRESSLY DISCLAIMS IMPLIED WARRANTIES FOR ANY LIABILITY.

4. Cooperation for Procedure

Both parties hereto will take all necessary procedures and cooperate with each other to assign and change the owner's name of the Trade Marks from the Assignor to the Assignee at the patent office in each respective country.

5. Taxes

Assignee agrees to make the payment without deducting any expenses such as taxes and any other charges which may be imposed for the payment hereof by the government or other institutions and such expenses shall be borne by Assignee.

6. Arbitration

All disputes, controversies or differences which may arise between the parties hereto, out of or in relation to or in connection with this Agreement, shall be finally settled by arbitration in Korea in accordance with the Commercial Arbitration Rules of the Korean Commercial Arbitration Board and under the laws of England and Wales. The award rendered by the arbitrator shall be final and binding upon both parties.

7. Governing Law

This Agreement shall be governed as to all matters, including validity, construction and performance by and under the laws of England and Wales.

8. Entire Agreement

This Agreement constitutes the entire and only agreement between the parties hereto relating to assignment of the Trade Marks and no modification, change and amendment of this Agreement shall be binding upon the Assignor and the Assignee except by mutual express consent in writing of subsequent date signed by authorized officer or representative of each of the parties hereto.

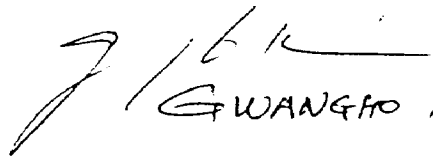
9. Certificate of Value

The parties hereby certify that the transaction hereby effected does not form part of a larger transaction or a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds GBP 60,000 (sixty thousand pounds).

IN WITNESS of this Assignment has been executed as a Deed and delivered the date and year first above written.

SIGNED by the Assignor

Acting by: Gwangho Kim, Esq., Vice President



GWANGHO KIM

SIGNED by the Assignee:

Acting by: Piers Rushton, Managing Director



PIERS RUSHTON



## SCHEDULE 1

COUNTRY	MARK	CL	APPL. NO.	APPL. DATE	REG. NO.	REG. DATE	RENEWAL DUE	STATUS
ARGENTINA	GRID	9	1792314	1991.02.18.	1492055	1993.12.30.	2003.12.30.	REGISTERED
AUSTRALIA	GRID	9	546231	1990.11.21.	B546231	1993.04.05.	2007.11.21.	REGISTERED
AUSTRALIA	GRID	16	546233	1990.11.21.	B546233	1993.04.05.	2007.11.21.	REGISTERED
AUSTRIA	GRIDCASE	9	AM 4003/91	1991.08.19.	140591	1992.02.26.	2002.02.26.	REGISTERED
BENELUX	GRID	9,16	755414	1990.11.20.	489915	1990.11.20.	2000.11.20.	REGISTERED
BENELUX	GRIDCASE	9,16	755413	1990.11.20.	489914	1991.09.03.	2000.11.20.	REGISTERED
CALIFORNIA	GRID	9			65724			REGISTERED
CANADA	GRID	9	490188	1982.07.29.	315691	1986.06.27.	2001.06.27.	REGISTERED
CANADA	GRID (stylized)	9	601882	1988.03.01.	356404	1989.05.26.	2004.05.26.	REGISTERED
CANADA	GRIDCASE	9	692986	1991.06.11.	406261	1992.12.11.	2007.12.11.	REGISTERED
CHINA	GRID	9		1989.06.22.	519664	1990.05.19.	2000.05.19.	REGISTERED
COLOMBIA	GRID	9	338855	1991.04.01.	173918	1995.02.28.	2005.02.28.	REGISTERED
DENMARK	GRIDCASE	9	7962/91	1991.11.07.	VR 6145 1992	1992.07.10.	2002.07.10.	REGISTERED
FINLAND	GRID	9	4587/91	1991.09.27.	127095	1993.07.20.	2003.07.20.	REGISTERED
FINLAND	GRIDCASE	9	3692/91	1991.08.09.	124036	1993.04.05.	2003.01.05.	REGISTERED
FRANCE	GRID	9,16,38	633784	1982.06.24.	1207489	1982.06.24.	2002.06.24.	REGISTERED
FRANCE	GRIDCASE	9	320229	1991.11.20.	1706632	1991.11.20.	2001.11.19.	REGISTERED
GERMANY	GRID	16,42	G29635/42WZ	1982.06.08.	1053506	1983.09.09.	2002.06.08.	REGISTERED
GERMANY	GRIDCASE	9	G40275/9WZ	1991.11.14.	2024533	1992.11.12.	2001.11.14.	REGISTERED
INDONESIA	GRID	9		1994.02.15.	333310	1994.02.15.	2003.08.15.	REGISTERED
ISRAEL	GRID	9	78230	1990.11.20.	78230	1994.08.03.	2011.11.20.	REGISTERED
ISRAEL	GRID	16	78232	1990.11.20.	78232	1994.08.03.	2011.11.20.	REGISTERED
JAPAN	GRID	N26	135274/1990	1990.12.04.	2562256	1993.07.30.	2003.07.30.	REGISTERED
JAPAN	GRIDCASE	N11	135272/1990	1990.12.04.	2577538	1993.09.30.	2003.09.30.	REGISTERED
JAPAN	GRIDCASE	N26	135275/1990	1990.12.04.	2562257	1993.07.30.	2003.07.30.	REGISTERED
KOREA	GRID	N39	1991-7707	1991.03.20.	240178	1992.06.08.	2002.06.08.	REGISTERED
MEXICO	GRID	9	105622	1991.01.30.	407800	1992.03.13.	2001.01.30.	REGISTERED
MEXICO	GRIDCASE	9	105624	1991.01.30.	409792	1992.03.31.	2001.01.30.	REGISTERED
NORWAY	GRID	9,16	906058	1990.11.20.	158208	1993.07.29.	2003.07.29.	REGISTERED
NORWAY	GRIDCASE	9	906059	1990.11.20.	156344	1993.05.13.	2003.05.13.	REGISTERED
PHILLIPPINES	GRID	9	77476	1991.08.26.	54945	1993.05.04.	2003.05.04.	REGISTERED
SWITZERLAND	GRID	9,16	8406/1990.9	1990.11.22.	389396		2010.11.22.	REGISTERED
SWITZERLAND	GRIDCASE	9,16	389937	1990.11.22.	389937	1990.11.22.	2010.11.22.	REGISTERED
U.S.A.	GRID	9	73/348157	1982.03.02.	1338825	1985.06.04.	2005.06.04.	REGISTERED
U.S.A.	GRIDCASE	9	73/536977	1985.05.13.	1369930	1985.11.12.	2005.11.12.	REGISTERED
UNITED KINGDOM	GRID	9	1178793	1982.07.20.	1178793	1986.11.14.	2003.07.20.	REGISTERED
UNITED KINGDOM	GRID	16	1178794	1982.07.20.	1178794	1982.07.20.	2003.07.20.	REGISTERED

SCHEDULE 2

COUNTRY	MARK	CL	APPL. NO.	APPL. DATE	REG. NO.	REG. DATE	RENEWAL DUE	STATUS ASSIGNMENT PROCESS
UNITED KINGDOM	GRIDCASE	9	2218436	1999.12.24.	N/A	N/A	N/A	Newly filed Published 21 Jan, 2000