

Docket No.: 064752.0TBA

U.S. DEPARTMENT OF COMMERCE  
RECORDATION FORM COVER SHEET Patent and Trademark Office  
TRADEMARKS ONLY

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

1. Name of Party(ies) conveying an interest:

Raytheon Company  
141 Spring Street  
Lexington, MA 02421

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

2. Name and Address of Party(ies) receiving an interest:

SilentRunner, Inc.  
849 International Drive, Suite 450  
Linthicum, MD 21090

- Individual
- General Partnership
- Corporation - Delaware
- Other
- Citizenship
- Association
- Limited Partnership

3. Interest Conveyed:

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

If not domiciled in the United States, a domestic representative designation is attached:

- Yes
- No

Effective Date: November 15, 2001

4. Application number(s) or registration number(s). Additional sheet attached?

Ycs xx No

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,396,342 and 2,499,093

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

Name: Harold E. Meier, Esq.  
Baker Botts L.L.P.  
Street Address: 2001 Ross Avenue, Suite 600  
City: Dallas  
State: Texas Zip: 75201-2980

6. Number of applications and registrations involved: 2

7. Amount of fee enclosed or authorized to be charged: \$65.00

8. Deposit account number (Attach duplicate copy of this form if paying by deposit account): 502147

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.

Harold E. Meier  
Name of Person Signing

Harold E. Meier  
Signature

2/15/02  
Date

Total number of pages including cover sheet

4

OMB No. 0651-0011 (exp. 4/94)

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Mail documents to be recorded with required cover sheet information:

Commissioner of Patent and Trademarks  
Box Assignments  
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project, (0651-0011), Washington, D.C. 20503

ASSIGNMENT OF TRADEMARKS

This TRADEMARK ASSIGNMENT (this "Agreement"), dated as of 15 November, 2001 (the "Effective Date") is from Raytheon Company, a corporation organized under the laws of the State of Delaware and located at 141 Spring Street, Lexington, MA 02421 (the "Assignor") to SilentRunner, Inc., a Delaware corporation (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 Asset Purchase Agreement dated as of November 1, 2001 (the "Asset Purchase Agreement", by and among the Assignor and Assignee and a certain Intellectual Property Assignment and License Agreement, dated as of November 1, 2001, by and among Assignor and Assignee 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 Asset Purchase Agreement, the Intellectual Property Assignment and License Agreement 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.

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

**RAYTHEON COMPANY**

By: Frank Marchilena  
Name: Frank Marchilena  
Title: Senior Vice President

**SILENTRUNNER, INC.**

By: Jeff Wain  
Name: Wain  
Title: Pro / CEO

STATE OF MASSACHUSETTS )  
  ) :SS  
COUNTY OF MIDDLESEX )

The foregoing instrument was acknowledged before me this 12th day of November, 2001, by Frank Marchilena of Raytheon Company as his act and deed, and the free act and deed of said corporation.

Jean H. Troisi  
Notary Public Jean H. Troisi  
My commission expires: February 28, 2003

STATE OF Maryland  
  ) :SS  
COUNTY OF Anne Arundel )

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of November, 2001, by Jeffrey Wain of Silentranner, Inc. as his act and deed, and the free act and deed of said corporation.

Roxanna Boss  
Notary Public  
My commission expires:



ROXANNA BOSS  
Notary Public, State of Maryland  
City of Baltimore  
My Commission Expires September 3, 2003

**Schedule A****Trademarks**

<b>US Serial Number</b>	<b>Mark</b>	<b>US Filing Date</b>	<b>Class</b>	<b>Reference Number</b>
75/544,672	Silent Runner	08-28-98	Class 9	T98E001
	Silent Runner & Design		Class 9	T98E008