

03-15-2002

FORM PTO-1594
(Rev. 6-93)

R



ET U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Pa
thereof.

102018506

ie attached original documents or copy

1. Name of conveying party(ies):

Raytheon Company

3-1-02

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

Additional name(s) of conveying party(ies) attached? Yes
 No

3. Nature of conveyance:

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

Execution Date: October 26, 2001

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

Name: Systemonic AG

Internal Address: Am Waldschloesschen 1

Street Address: _____

City: Dresden Country: Germany ZIP 01099

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation- GERMANY
- Other _____

If assignee is not domiciled in the United States, a domestic
representative designation is attached:
 Yes No

(Designation must be a separate document from Assignment).
Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)

76146202

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

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

Name: Todd S. Bontemps, Esq.

Internal Address: Cooley Godward LLP

Street Address: Five Palo Alto Square
3000 El Camino Real

City: Palo Alto State: CA ZIP 94306-2155

6. Total number of applications and registration
involved: 1 (one)

7. Total fee (37 CFR 3.41): \$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

03-3118

(Attach duplicate copy of this page if paying by
deposit account)

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.

Todd S. Bontemps

02-13-02
Date

Total number of pages including cover sheet, attachments, and document: 8

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

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76146202

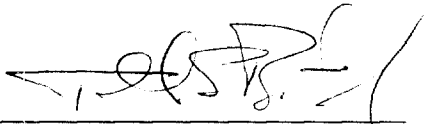
**UNITED STATES DEPARTMENT OF COMMERCE
PATENT AND TRADEMARK OFFICE**

DESIGNATION OF DOMESTIC REPRESENTATIVE:

Cooley Godward LLP, whose full post office address is Cooley Godward LLP, Five Palo Alto Square, 3000 El Camino Real, Palo Alto, California 94306-2155, U.S.A., is hereby designated as Systemonic AG's representative upon whom notice or process in proceedings affecting the mark may be served.

Cooley Godward LLP

February 13, 2002

By: 
Todd S. Bontemps
Attorneys for Systemonic AG
Five Palo Alto Square
3000 El Camino Real
Palo Alto, California 94306-2155
(650) 843-5000

**TRADEMARK ASSIGNMENT AGREEMENT BETWEEN
RAYTHEON COMPANY AND SYSTEMONIC AG**

This Trademark Assignment Agreement (the "Agreement") is effective this 26th day of October, 2001 by and between **Raytheon Company**, a Delaware corporation, having its principal place of business at 141 Spring Street, Lexington, MA 02421 ("Assignor") and **Systemonic AG**, an *Aktiengesellschaft* organized under the laws of the Federal Republic of Germany, having a place of business at Am Waldschloesschen 1, 01099 Dresden, Federal Republic of Germany ("Assignee").

RECITALS

WHEREAS, this Agreement is entered into pursuant to terms of that Asset Purchase Agreement of even date herewith between Assignor and Assignee; and

WHEREAS, Assignee desires to own Assignor's entire rights, title, and interest in and to the trademarks registration application listed in **Schedule A** hereto (the "Trademarks").

NOW, THEREFORE, in consideration of the promises and the mutual agreements, covenants and provisions contained herein and in the Asset Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignor hereby sells, assigns and transfers to Assignee and its successors, assigns, and legal representative all of Assignor's rights, title and interest, including, but not limited to, rights to existing choses in action and the right to past damages associated therewith, in and to the Trademarks, together with the goodwill of the business associated with, and symbolized by, the Trademarks.

2. Assignor covenants that it will promptly provide to Assignee, upon such request of Assignee, all pertinent facts and documents relating to the Trademarks as may be known and reasonably accessible to Assignor and will testify as to the same in any interference, litigation or any proceeding related thereto and will promptly execute and deliver to Assignee or its legal representatives any and all papers, instruments or affidavits reasonably requested by Assignee to apply for, obtain, maintain, register and enforce the Trademarks. Assignee agrees to pay all costs and expenses (including reasonable attorneys fees) associated with any of the foregoing requests.

IN WITNESS WHEREOF, the undersigned have caused its duly authorized representatives to execute this Agreement effective as of the date shown above and in the capacity shown below.

ASSIGNOR

RAYTHEON COMPANY

By: 

Name: Jon E. Wohler

Title: Vice President, Raytheon Company and
President, Raytheon Commercial Electronic

ASSIGNEE

SYSTEMONIC AG

By: _____

Name: _____


Title: _____

State of MASSACHUSETTS)

County of WORCESTER)

On 11/15/01, 2001, before me, KATHERINE J. HANCOCK, the undersigned Notary Public, personally appeared JON E. WOHLER, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.


Notary Signature
Notary Public, State of Massachusetts

IN WITNESS WHEREOF, the undersigned have caused its duly authorized representatives to execute this Agreement effective as of the date shown above and in the capacity shown below.

ASSIGNOR

RAYTHEON COMPANY

By: _____

Name: _____

Title: _____

ASSIGNEE

SYSTEMONIC AG

By: 

Name: Michael Bolle

Title: Executive VP of Engineering

State of _____ }
 }

County of _____ }

On _____, 2001, before me, _____, the undersigned Notary Public, ___ personally appeared _____, ___ personally known to me or ___ proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Notary Signature

TRADEMARK ASSIGNMENT AGREEMENT
SIGNATURE PAGE

I herewith certify and confirm the authenticity of the signature executed before me

Die vorstehende vor mir eigenhändig vollzogene Unterschrift von

Mr. Dr. Michael Bolle,
date of birth: 6th of May 1961,
with domicile of 01099 Dresden,
Am Waldschlößchen 1

Herrn Dr. Michael Bolle,
geb. am 6.05.1961,
geschäftsansässig in 01099 Dresden,
Am Waldschlößchen 1

- personally known to me -

- dem Notar von Person bekannt-

beglaubige ich hiermit.

Upon inspection (26th of October 2001) of the Commercial Register No. HR B 18227 at the Municipal Court at Dresden I certify that in accordance with the provisions of German Law Mr. Dr. Bolle as board of directors is authorized to represent and act legally for and on behalf of

Ich bescheinige aufgrund Einsichtnahme in das Handelsregister des Amtsgerichtes Dresden vom 26.10.2001 zu HRB 18227, daß Herr Dr. Bolle als Vorstandsmitglied zur Vertretung der Gesellschaft

Systemonic stock corporation
with domicile of 01099 Dresden,
Am Waldschlößchen 1

Systemonic Aktiengesellschaft
mit dem Sitz in Dresden
Geschäftsanschrift: 01099 Dresden,
Am Waldschlößchen 1

with single authority.

allein befugt ist.

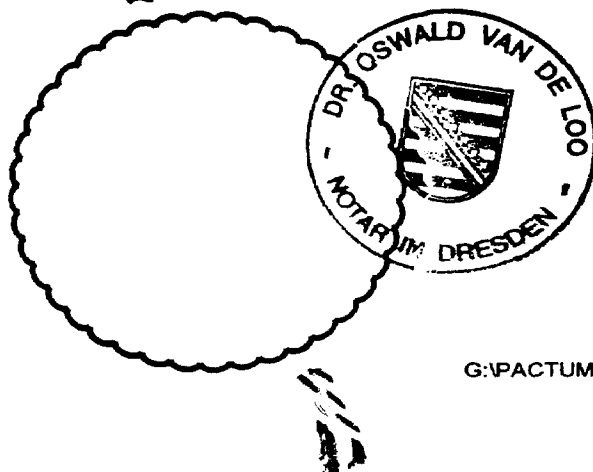
In testimony whereof I have hereunto set my hand and fixed my seal of office.

Dresden the 6th of December 2001

Dresden, 6. Dezember 2001

Dr. Oswald van de Loo
Notary public

Dr. Oswald van de Loo
Notar





Apostille

(Convention de la Haye du 5 octobre 1961)

1.) Land: Bundesrepublik Deutschland

Diese öffentliche Urkunde

2.) ist unterschrieben von Dr. Oswald van de Loo
3.) in seiner Eigenschaft als Notar in Dresden
4.) sie ist versehen mit dem Siegel des Notars Dr. Oswald van de Loo
in Dresden

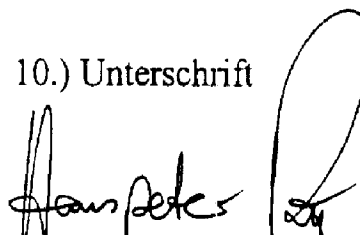
Bestätigt

5.) in Dresden 6.) am 10.12.2001
7.) durch den Präsidialrichter des Landgerichts Dresden
8.) unter Nummer E 910a-259/01

9.) Siegel



10.) Unterschrift


Hanspeter Riechert

SCHEDULE A

TRADEMARKS

REGISTRATION APPLICATIONS

MARK	SERIAL NO.	CLASS	REG. NO.	FILING DATE	COUNTRY
Tondelayo	76/146 202	009	Not Registered	10/13/00	United States

**TRADEMARK ASSIGNMENT AGREEMENT
SIGNATURE PAGE**

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RECORDED: 03/01/2002

**TRADEMARK
REEL: 002461 FRAME: 0963**