

Form PTO-1564  
08/31/92

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

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

1. Name of conveying party(ies):  
**Ultra Electronics Limited  
Bridport Road, Greenford,  
Middlesex UB6 8UA  
Canada**  
  
 Limited Liability Company  
 Individual(s)  
 **Corporation – England**  
 Other  
  
 Additional name(s) of conveying party(ies) attached?  
 Yes  No

2. Name and address of receiving party(ies):  
**Hinson Limited  
Hatchmoor Industrial Estate  
Torrington, Devon EX38 7HP  
Canada**  
  
 Limited Liability Company  
 Individual(s)  
 Public Limited Liability Company  
 **Corporation – England**  
  
 If assignee is not domiciled in the United States, a  
domestic representative designation is attached:  
 Yes  No  
  
 (Designations must be a separate document from  
Assignment) Additional names(s) & address(es)  
attached?  Yes  No

3. Nature of conveyance:  
 Merger  
 Security Agreement  
 **Sale and Purchase Agreement**  
 Change of Name  
  
**Execution Date: June 23, 2000**

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s)

B. Trademark registration No.(s):  
**1,441,894  
1,451,958  
1,451,940**  
  
 Additional numbers attached?  Yes  No

5. Name and Address of party to whom correspondence concerning  
document should be mailed:  
Name: **Mark B. Harrison, Esq.**  
Internal Address: **VENABLE**  
Street Address: **P.O. Box 34385  
Washington, D.C. 20043**

6. Total number of applications involved: 3

7. Total fee (37 CFR 3.41) **\$90.00**  
  
 **Authorization is granted to deduct the  
above-referenced fee from our Deposit Account.**

8. Deposit account number: **22-0261**  
  
 (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.*  
  
**Mark B. Harrison, Esq.** Mark Harrison 4/9/03  
 Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 13

31442-132154

THIS AGREEMENT is made on

23 June

2000

**BETWEEN:-**

- (1) **ULTRA ELECTRONICS LIMITED** registered no: 2830644, a company incorporated in England, whose registered office is at Bridport Road, Greenford, Middlesex UB6 8UA ("the Vendor");
- (2) **HINSON LIMITED** registered no: 3979088, a company incorporated in England, whose registered office is at Hatchmoor Industrial Estate, Torrington, Devon EX38 7HP ("the Purchaser"); and
- (3) **BERAN INSTRUMENTS LIMITED** registered no: 1802762 whose registered office is at Hatchmoor Industrial Estate aforesaid ("the Guarantor").

**RECITALS**

- (A) The Vendor (acting through its Electrics Division) carries on the business of the manufacture, sale, distribution and maintenance of rotor track and balance equipment designed to monitor the condition and operation of rotating items in helicopters and fixed wing propeller aircraft as carried on by the Vendor under any of the Names at Completion (the "Business").
- (B) The Vendor wishes to sell and the Purchaser wishes to purchase the said Business, and the Assets referred to in this Agreement, as a going concern.

**IT IS AGREED** as follows:

1. **DEFINITIONS AND INTERPRETATION**

1.1 **Definitions:**

Except where the context otherwise requires, the following definitions are used in this Agreement (including the Schedules):-

"the Act"	the Companies Act 1985;
"agreed terms"	any document the terms of which have been agreed between the parties to this Agreement and initialled by them or on their behalf;
"Assets"	the assets listed in Schedule 1

"Business Day"	any day (other than a Saturday or a Sunday) upon which the London clearing banks are open for business;
"Completion"	completion of this Agreement in accordance with and on the date specified in Clause 4 or such other date as may be mutually agreed between the parties;
"Consideration"	the aggregate sum payable to the Vendor by the Purchaser in accordance with Clauses 4 and 5;
"Contracts"	all those contracts relating to the Business subsisting at Completion which the Purchaser has agreed to take over on Completion and which are listed in Schedule 2;
"Creditors"	the aggregate amount owed by the Vendor in connection with the Business to or in respect of trade creditors and accrued charges, customers' prepayments in respect of contracts, all amounts owed to any subsidiary or holding company of the Vendor, trade bills payable and other creditors (but subject as provided by Clauses 9.9 and 9.10);
"Debtors"	the aggregate amount owed to the Vendor in connection with the Business by or in respect of trade debtors, payments in advance, trade bills receivable and all amounts due and payable by any subsidiary or holding company of the Vendor in respect of the Business (but subject as provided by Clauses 8.1 and 8.2);

"the Disclosure Letter"

the letter in the agreed terms of even date herewith from the Vendor to the Purchaser which has been countersigned by the Purchaser;

"Employees"

the employees of the Vendor engaged in the Business and listed in Part 2 of Schedule 4;

"Goodwill"

the goodwill of the Vendor in connection with the Business together with the exclusive right for the Purchaser to represent itself as carrying on the Business in succession to the Vendor; which goodwill shall include (but shall not be limited to) all technologies currently owned and/or exploited by the Vendor in connection with the Business;

"Intellectual Property Rights"

all intellectual property rights, including (without limitation) patents, trademarks, service marks, source codes, algorithms, data packs, Know-How and design rights (whether registered or unregistered), applications for any of the foregoing, trade or business names and copyrights owned by the Vendor and used primarily in relation to the Business including as listed in Schedule 6;

"Know-How"

all data and information, whether confidential or not and whether patentable or not, including without limitation inventions, discoveries, improvements, processes, formulae, techniques, designs, specifications, drawings, component lists, manuals, instructions,

catalogues and customer lists or other customer information whether or not in writing owned by the Vendor and used primarily in relation to the Business;

"Licensed Area" such area comprising four desk spaces within the Premises as the Vendor may from time to time allocate for use of the Employees, or any other employee of the Vendor employed by the Purchaser in relation to the Business within three months from Completion and who the Vendor agrees may be allowed to use the Licensed Area (which agreement shall not be unreasonably withheld or delayed);

"Names" each of the names "Helitune", "Dash-5", "RT 1000", "RT 2000", "Rotortuner", "SC1 Balancer", "Genesis", "Archiver" and "Predictor";

"the Premises" the Vendor's property at Kingsditch Lane, Cheltenham, Gloucestershire GL51 9PG;

"the Products" the products manufactured, sold and/or supplied by the Business;

"the Purchaser's Solicitors" Openshaws, Ground Floor, Tower House, 26 The Strand, Bideford, Devon EX39 2ND;

"Stock" all stock (including for the avoidance of doubt loan stock and stock at contractors), finished goods and work in progress belonging to the Vendor relating to the Business at Completion as listed in the schedule of stock in the agreed terms;

"the Stock Exchange"

the International Stock Exchange of the United Kingdom and the Republic of Ireland Limited;

"Taxation"

all forms of tax, duty, levy in the nature of taxation, contribution, charge or other imposition whenever and by whatever authority imposed and whether of the United Kingdom or else where including (without limitation) income tax, corporation tax, advance corporation tax, capital gains tax, value added tax, customs duties, excise duties, stamp duty, stamp duty reserve tax, national insurance and social security or other contributions, and any interest, penalty, surcharge or fine in connection with any such taxation;

"the Taxes Act"

the Income and Corporation Taxes Act 1988;

"the Vendor's Solicitors"

Osborne Clarke, 50 Queen Charlotte Street, Bristol BS1 4HE; and

"the Warranties"

the representations, warranties and undertakings on the part of the Vendor which are set out in Schedule 3, but subject in each case to the disclosures set out in the Disclosure Letter.

#### 1.2 Modification of Enactments:

Any reference to an enactment (or subordinate legislation or any rule made by any authority and having the effect of law) is a reference to it as amended from time to time and includes a reference to any repealed enactment which it may re-enact with or without amendment except to the extent that it would create or increase the liability of the Vendor under Clause 6 of this Agreement or otherwise.

1.3 Interpretation:

Unless there is something in the subject or context inconsistent therewith:-

- 1.3.1 words importing the singular include the plural and vice versa;
- 1.3.2 words importing any gender shall include all genders; and
- 1.3.3 words importing individuals shall include corporations, unincorporated bodies of persons and partnerships.

1.4 Headings:

The headings in this Agreement shall not affect its interpretation.

1.5 Companies Act 1985:

The words "company", "subsidiary", "holding company" and "subsidiary undertaking" shall have the same meanings in this Agreement as their respective definitions in the Act.

1.6 SSAPs and FRS:

A reference to an "SSAP" means a statement of standard accounting practice published by The Institute of Chartered Accountants of England and Wales and a reference to "FRS" means a financial reporting standard issued by the Accounting Standards Board.

2. AGREEMENT FOR SALE

The Vendor as beneficial owner shall sell and assign and the Purchaser shall purchase and take free from all charges, liens and encumbrances the Business as a going concern and the property, assets and rights of the Vendor used exclusively in connection with the Business as at the commencement of business on the date of Completion, as follows:-

- 2.1 the Assets;
- 2.2 the Stock;
- 2.3 the benefit, subject to the burden, of the Contracts;
- 2.4 the Intellectual Property Rights and Know-How;
- 2.5 the Goodwill; and

2.6 all payments on account from Customers and (subject to Clause 8) prepayments all to the extent that they relate to the Business PROVIDED that the Purchaser may not use any software on any computer equipment acquired from the Vendor under this Agreement for which it does not have a licence and the Purchaser shall indemnify the Vendor against all losses, costs or damages suffered by the Vendor as a result of the use of such software after Completion without such a licence.

### 3. CONSIDERATION

The consideration shall (subject to any reduction under Clause 5.4) be the sum of £617,589 which shall be apportioned as follows:-

- 3.1 as to the Assets: £50,000 ;
- 3.2 as to the Stock: £567,587;
- 3.3 as to Goodwill and the benefit of the Contracts: £1.00; and
- 3.4 as to the Intellectual Property Rights and Know-How: £1.00.

### 4. COMPLETION

- 4.1 The sale and purchase of the Business shall be completed at the Purchaser's registered office immediately following the signing of this Agreement or at such other place or at such other time as may be agreed between the Vendor and the Purchaser.
- 4.2 Completion of the sale and purchase of those Assets capable of being transferred by delivery shall be deemed to take place at the premises where they are located.
- 4.3 At Completion the Vendor will deliver (or procure the delivery) to the Purchaser or the Purchaser's Solicitors:-
  - 4.3.1 such documents as the Purchaser may reasonably require to complete the sale and purchase of the Business;
  - 4.3.2 all customer lists and contracts (howsoever stored, recorded or maintained) to the extent that they exist relating exclusively to the Business, excluding those relating generally to the affairs of the Vendor PROVIDED that, if other such items relate to the Business in any material way, the Purchaser may



directly against the Guarantor in respect of any specified payment or obligation which remains unsatisfied. Nothing in this Clause 16.3 shall prejudice such rights as the Purchaser or the Guarantor may have to challenge or contest any demand.

- 16.4 The Guarantor acknowledges that its liability under this clause shall not be discharged or affected in any way by time or any other indulgence or concession being granted to the Purchaser or by any other act, omission, dealing, matter or thing whatsoever (including without limitation any change in the memorandum or articles of association of the Purchaser or the Guarantor, any amendment to this Agreement or the liquidation, dissolution, reconstruction or amalgamation of the Purchaser or the Guarantor or the illegality or enforceability of this Agreement) which but for this provision might operate to release the Guarantor from its obligations under this clause.

17. **ENTIRE AGREEMENT**

- 17.1 This Agreement when taken together with any document in the agreed terms (or the executed engrossments of them) constitutes the entire agreement and understanding between the parties with respect to all matters herein referred to.
- 17.2 No variation of this Agreement or any document in the agreed terms shall be valid unless it is in writing and signed by or on behalf of each of the parties.
- 17.3 The Purchaser acknowledges that it has entered into this Agreement in reliance only upon the representations and warranties specifically contained or incorporated in this Agreement and the Vendor shall have no liability in respect of any other representation, warranty or promise made prior to the date of this Agreement unless it was made fraudulently.

18. **ASSIGNMENT**

This Agreement will be binding on and continue for the benefit of the parties' successors, and/or assigns.

19. **FURTHER ASSURANCE**

At any time (whether before or after Completion) the Vendor and the Purchaser shall (at their respective cost and expense) do and execute or procure to be done and

executed all necessary acts, deeds, documents and things as may reasonably be requested of it by the Purchaser or the Vendor (as appropriate) to give effect to this Agreement and the transactions contemplated herein. The terms of this Clause 19 shall apply to the transfer of the "Helltune", "Flying Spanner Device" and "Rotortuner" Trade Marks and the US Patents listed in Schedule 6 into the Purchaser's name in each jurisdiction in which the same is registered at Completion.

20. **NOTICES**

20.1 A notice under this Agreement shall be in writing and signed by or on behalf of the party giving it.

20.2 Notice may be served by letter or fax confirmed by letter and each letter containing or confirming notice shall be left or sent by pre-paid recorded delivery or registered post to the addressee's registered office for the time being.

20.3 Any notice so served by post shall (unless the contrary is proved) be deemed to have been served forty-eight hours from the time of posting, and in proving such service it shall be sufficient to prove that the notice was properly addressed and was posted in accordance with Clause 20.2.

21. **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

The Contracts (Rights of Third Parties) Act 1999 does not apply to this Agreement.

22. **COUNTERPARTS**

(a) This Agreement may be executed in any number of counterparts and by the parties on separate counterparts, but shall not be effective until each party has executed as least one counterpart.

(b) Each counterpart, when executed, shall be an original of this Agreement and all counterparts shall together constitute one instrument.

23. **GOVERNING LAW AND JURISDICTION**

(a) This agreement shall be governed by and construed in accordance with English Law.

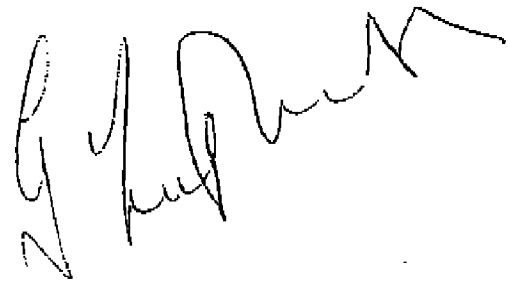
(b) Each of the parties irrevocably submits for all purposes in connection with this

2-4-03 14:52

SIGNED by FRANK R. HARRIS )  
 Duly Authorised for and on )  
 behalf of ULTRA ELECTRONICS )  
LIMITED



SIGNED by GARY W. RICHARDS )  
 Duly Authorised for and on )  
 behalf of HINSON LIMITED



SIGNED by ANDREA HOTZARD )  
 Duly Authorised for and on )  
 behalf of BERAN INSTRUMENTS )  
LIMITED



SEARCHED 6  
Register Intellectual Property Rights

~~APPENDIX~~

~~Wiley Electronics Limited~~  
~~Wiley Intellectual Property Rights~~

<u>Country</u>	<u>Applicant</u>	<u>Application Number</u>	<u>Serial Number</u>	<u>Subject</u>	<u>Filed</u>	<u>Status</u>	<u>Year</u>	<u>Case Number</u>
United States	Helitune Limited	194551	Re.33097	Position Detector	16.5.88	ALL FEES PD. Granted 17.10.89 Expiry 5.8.03	11	50/22083000
United States	Helitune Limited	475252	4857037	Displaying detected info.	14.3.83	Renewal due 12.6.01 Granted 12.12.89	11	50/22084000
<u>Country</u>	<u>Registrant</u>	<u>Application Number</u>	<u>Serial Number</u>	<u>Mark</u>	<u>Filed</u>	<u>Status</u>	<u>Year</u>	<u>Case Number</u>
United Kingdom	Helitune Limited	Not Known	1270414	HELTUNE Class 9	2.7.86	Renewal Due 2.7.07	21	50/31548000
Italy	Helitune Limited	36478C/86	766112	HELTUNE Class 9	11.12.86	Renewal Due 11.12.06	20	50/31548435
United States	Helitune Limited	513418	1441894	HELTUNE Class 9	7.6.86	Renewal Due 9.8.07	20	50/31548848
Italy	Helitune Limited	35377C/86	766110	ROORTUNER Class 9	27.8.86	Renewal Due 27.8.06	20	50/46983435
United States	Helitune Limited	637688	1451958	ROORTUNER Class 9	23.12.86	Renewal Due 11.8.07	20	50/46983648
United Kingdom	Helitune Limited	Not Known	1270416	Flying Spanner device Class 9	2.7.86	Renewal Due 2.7.07	21	50/61519000
Italy	Helitune Limited	36479C/86	766111	Flying Spanner device Class 9	11.12.86	Renewal Due 11.12.06	20	50/61519435
United States	Helitune Limited	635674	1451940	Flying Spanner device Class 9	16.12.86	Renewal Due 11.8.07	20	50/61519848

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**  
**Trademark Operations**

**Registrant:** **Hinson Limited (by sale and purchase agreement)**  
**Registration No.:** 1,441,894  
**Issued:** June 9, 1987  
**Mark:** HELITUNE

**Registration No.:** 1,451,958  
**Issued:** August 11, 1987  
**Mark:** ROTORTUNER

**Registration No.:** 1,451,940  
**Issued:** August 11, 1987  
**Mark:** Miscellaneous Design

**POWER OF ATTORNEY**

All prior Powers of Attorney are hereby revoked, and Registrant hereby appoints as attorney Mark B. Harrison, Marcia A. Auberger, and Andrew D. Price, each a member of the Bar of the District of Columbia and/or Virginia and/or New York, and having his offices and post office address at Suite 1000, 1201 New York Avenue, N.W., Washington, D.C. 20005, Telephone (202) 962-4800, Telefax (202) 962-8300, to prosecute this application to register, and to transact all business in the Patent and Trademark Office in connection therewith, and to receive all documents, including the certificate of registration.

The U.S. attorneys named herein are hereby authorized to accept and follow instructions from the applicant's domestic attorney or patent or trademark attorney or agent, as to any action to be taken or not taken in the U. S. Patent and Trademark Office regarding this application, without direct communication between the U.S. attorneys and applicant. In the event of a change in the person(s) from whom instructions may be taken, the U.S. Attorneys named herein will be so notified by applicant.

**APPOINTMENT OF DOMESTIC REPRESENTATIVE**


Registrant hereby appoints Mark B. Harrison, Marcia Auberger and Andrew Price, each a member of the Bar of the District of Columbia and/or Maryland, and having his/her offices and post office address at Suite 1000, 1201 New York Avenue, N.W., Washington, D.C. 20005, Telephone (202) 962-4800, Telefax (202) 962-8300 as Applicant's representatives upon whom notices or process in proceedings affecting the mark may be served.

**DESIGNATION OF CORRESPONDENCE ADDRESS**

Send all notices, official letters, documents and other correspondence concerning this application to: Mark Harrison, VENABLE, P.O. Box 34385, Washington, D.C. 20043.

Date: 4/9/03

By:



Mark B. Harrison, Esq.  
 VENABLE  
 P.O. Box 34385  
 Washington, D.C. 20043  
 Attorney for Registrant

**TRADEMARK**

**RECORDED: 04/09/2003**

**REEL: 002634 FRAME: 0817**