TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Western Atlas Inc.		12/06/2005	CORPORATION:

RECEIVING PARTY DATA

Name:	UNOVA Industrial Automation Systems, Inc.	
Street Address:	20 East 6th Street	
City:	Waynesboro	
State/Country:	PENNSYLVANIA	
Postal Code:	17268	
Entity Type:	CORPORATION:	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	519925	BESLY

CORRESPONDENCE DATA

Fax Number: (248)689-4071

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 248-689-3500

Email: ribando@reising.com
Correspondent Name: Brian L. Ribando
Address Line 1: 201 W. Big Beaver

Address Line 2: Suite 400

Address Line 4: Troy, MICHIGAN 48084

ATTORNEY DOCKET NUMBER:	7348.3011.001
NAME OF SUBMITTER:	Brian L. Ribando
Signature:	/BrianLRibando/
Date:	12/07/2005

TRADEMARK
REEL: 003206 FRAME: 0254

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Total Attachments: 1

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TRADEMARK REEL: 003206 FRAME: 0255

TRADEMARK ASSIGNMENT

This Trademark Assignment is entered into by and between Western Atlas Inc., a Delaware corporation (hereinafter "WESTERN"), and UNOVA Industrial Automation Systems, Inc., a Delaware corporation (hereinafter "UNOVA").

WHEREAS, Litton Industrial Automation Systems, Inc., a Delaware Corporation, is the record owner of the entire right, title, and interest in and to United States Trademark Registration No. 519925 for the mark BESLY (and Design) (hereinafter "TRADEMARK") registered on January 17, 1950, and the good will associated with the TRADEMARK in the business in which the TRADEMARK is used; and

WHEREAS, Litton Industrial Automation Systems, Inc. changed its name to Western Atlas Inc. effective October 7, 1993 as recorded in the United States Trademark Office on August 22, 1994, at Reel/Frame 1207/0429; and

WHEREAS, as part of a business transaction dated October 31, 1997, between WESTERN and UNOVA, WESTERN desires to assign the TRADEMARK to UNOVA and UNOVA desires to receive the TRADEMARK from WESTERN;

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, receipt of which is hereby acknowledged, WESTERN and UNOVA agree as follows:

WESTERN does hereby sell, assign, transfer, and convey unto UNOVA, its successors and assigns, Nunc Pro Tunc, having an effective date of October 31, 1997, the entire right, title and interest in and to the TRADEMARK set forth above, including the right to recover for past infringement of said TRADEMARK and the good will of the business in connection with which said TRADEMARK is used which is symbolized thereby.

IN WITNESS WHEREOF, WESTERN has affixed its hand as of the date indicated below.

Western Atlas Inc.

By:

Title

Pate: December 6 21

TRADEMARK
REEL: 003206 FRAME: 0256

RECORDED: 12/07/2005