

TRADEMARK ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Condor Engineering		03/27/2006	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	GE Fanuc Embedded Systems, Inc.		
Street Address:	12090 South Memorial Parkway		
City:	Huntsville		
State/Country:	ALABAMA		
Postal Code:	35803		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2722844	CORE-MMSI	
Registration Number:	2751497	CORE-1553	
Serial Number:	78642364	CONDOR ENGINEERING	
Serial Number:	78642382	FLIGHTCORE	
CORRESPONDENCE DATA			
Fax Number:	(203)373-2181		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	203 373 2471		
Email:	lise.beaudry@ge.com		
Correspondent Name:	Lise Beaudry		
Address Line 1:	3135 Easton Turnpike		
Address Line 2:	W3D9		
Address Line 4:	Fairfield, CONNECTICUT 06828		
ATTORNEY DOCKET NUMBER:	CONDOR GE FANUC ASSIGNMEN		
NAME OF SUBMITTER:	Lise Beaudry		

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Signature:	/Lise Beaudry/
Date:	09/22/2006
Total Attachments: 3 source=condor-fanuc embedded-assignment#page1.tif source=condor-fanuc embedded-assignment#page2.tif source=condor-fanuc embedded-assignment#page3.tif	

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is made March 27, 2006 by and between CONDOR ENGINEERING, a California corporation ("Assignor"), and GE FANUC EMBEDDED SYSTEMS, INC., a Delaware corporation ("Assignee"), and with reference to the facts set forth below.

RECITALS

WHEREAS, Assignee has acquired from Assignor title to certain Transferred Assets as defined in and pursuant to a certain Asset Purchase Agreement dated as of February 9, 2006 (the "Agreement").

WHEREAS, in connection with the conveyance of the Transferred Assets from Assignor to Assignee, Assignor and Assignee intend and agree that Assignor's right, title and interest in and to all intellectual property rights, whether protected, created, or arising under the laws of the United States or any other jurisdiction, and whether registered or unregistered, including: (i) all patents and patent applications, inventions and invention disclosures or other documentation evidencing new inventions, including continuations, divisionals, provisionals, continuations-in-part, or reissues of patent applications and patents issuing thereon (collectively, "Patents"), (ii) all trademarks, service marks, trade names, service names, industrial designs, brand names, trade dress rights, logos, Internet domain names, identifying symbols, logos, emblems, signs or insignia, and corporate names and general intangibles of a like nature, together with the goodwill associated with any of the foregoing, and all applications, registrations and renewals thereof (collectively, "Marks"), (iii) all copyrights, database rights and design rights, mask work rights and moral rights in published and unpublished works, along with renewals, continuations, reversions and extensions of the foregoing and all rights therein (collectively, "Copyrights"), (iv) trade secrets ("Trade Secrets"), and (v) all intellectual property rights arising from or in respect of Technology (collectively, "Intellectual Property").

NOW, THEREFORE, in consideration of the recitals set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as set forth below.

1. Assignment by Assignor. Assignor hereby assigns and transfers to Assignee its entire worldwide right, title, and interest in and to the Intellectual Property, together with any rights owned by Assignor relating thereto, together with the goodwill of the business connected with the use of and symbolized by the same, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns, or other legal representatives, to the end of the term or terms for which said Intellectual Property rights are granted or reissued or extended as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made. as assignee of its entire right, title and interest therein and in and to all income, royalties, damages, and payments now or hereafter due or payable with respect thereto in and to all causes of action (either in law or in

equity) and the right to sue, counterclaim, and recover for past, present, and future infringement of the right assigned or to be assigned under this Assignment.

2. Acceptance of Assignment. Assignee hereby accepts the assignment of the Intellectual Property.

3. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

4. Recording of Assignment. Assignor hereby requests the U.S. Commissioner of Patents and Trademarks and/or the applicable foreign authorities to record this Assignment, as to the assigned properties referred to herein, including but not limited to those assigned items listed in Schedule A ("Mark Registrations and Applications") and Schedule B ("Patents"). Assignor agrees to execute additional documents and take other action as may be necessary or desirable to record or memorialize the assignment of the Intellectual Property assigned herein, and to vest in Assignee such right, title, and interest in and to the Intellectual Property.

5. Authority. Each of the parties signing this Assignment hereby warrants and represents that it has the full legal power, authority and right to execute, deliver, and perform the obligations under this Assignment, that this Assignment has been duly authorized by all requisite actions on the part of such warranting party, and that no remaining action or third party action is required to make this Assignment binding upon such party.

6. Governing Law. This Assignment shall be construed and enforced in accordance with the laws of the State of New York without regard to conflicts-of-laws principles that would require the application of any other law.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first set forth above.

ASSIGNOR:

ASSIGNEE:

CONDOR ENGINEERING

GE FANUC EMBEDDED SYSTEMS, INC.

By: 
John E. Geingross, Jr., President

By: 
Maryrofe T. Sylvester, President

Schedule A
United States Trademark and Service Mark Registrations and
Applications for Registration

1. U. S. Trademark Registration No. 2722844, registered June 3, 2003, for "CORE-MMSI".
2. U. S. Trademark Registration No. 2751497, registered August 12, 2003, for "CORE-1553".
3. Application for U. S. Service Mark Registration, Serial No. 78642364, filed June 2, 2005, for "CONDOR ENGINEERING".
4. Application for U. S. Trademark Registration, Serial No. 78642382, filed June 2, 2005, for "FLIGHTCORE".