

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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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
BAE Systems PLC		12/19/2006	CORPORATION: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Raytheon Aircraft Company		
Street Address:	9709 East Central Street		
City:	Wichita		
State/Country:	KANSAS		
Postal Code:	67206		
Entity Type:	CORPORATION: KANSAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1984927	HAWKER	
Registration Number:	2031363	HAWKER	
CORRESPONDENCE DATA			
Fax Number:	(303)292-7799		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	303-297-2400		
Email:	glenn.lenzen@kutakrock.com		
Correspondent Name:	Glenn H. Lenzen, Jr., Esq.		
Address Line 1:	1801 California Street		
Address Line 2:	Suite 3100		
Address Line 4:	Denver, COLORADO 80202		
ATTORNEY DOCKET NUMBER:	HAWKER TM ASSIGNMENT		
NAME OF SUBMITTER:	Glenn H. Lenzen, Jr.		
Signature:	/Glenn H. Lenzen, Jr./		

OP \$65.00 1984927

Date:

01/18/2007

Total Attachments: 3

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THIS TRADE MARK ASSIGNMENT AGREEMENT is made and entered into the day of December 2006.

BETWEEN: BAE SYSTEMS PLC (No.1470151)
A Company having its registered Office at
6 Carlton Gardens, London SW1Y 5AD,
United Kingdom (hereinafter referred to as
"Assignor")

AND: RAYTHEON AIRCRAFT COMPANY
A Kansas Corporation having offices at
9709 East Central Street, Wichita,
Sedgwick, Kansas, United States of
America (hereinafter referred to as
"Assignee")

WHEREAS:

- (A) Assignor is the proprietor of the US Registered Trade Mark Nos.1,984,927 and 2,031,363 "HAWKER" in International Classes 12 and 37 (hereinafter referred to as "the Trade Mark").
- (B) On 1st June 1993 under a Sale of Business Agreement; Assignor, under its previous name of British Aerospace PLC, sold to Assignee (or its predecessor in interest) its Corporate Jet Business.
- (C) On 6th August 1993 Assignor licensed Assignee under a Trade Mark User Agreement to use the mark HAWKER worldwide in respect of its Corporate Jet Aircraft and parts and fittings therefor with goodwill from such use of the Trade Mark inuring to the Assignor.
- (D) Nothing in this Trade Mark Assignment Agreement provides for the assignment of business goodwill; only goodwill associated with the Trade Mark is provided for.

THEREFORE, the Parties agree as follows:

1. ASSIGNMENT

Assignor hereby assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Trade Mark and all goodwill associated with the Trade Mark. Assignor also hereby assigns and transfers to Assignee all of Assignor's right, title and interest in and to all common law and other rights which Assignor may have in the mark "Hawker" ("Other Rights in the Mark") and associated goodwill in any country, including the right to apply for and secure registrations or other

statutory protection for the mark "Hawker" and associated domain names in any country; except that Chinese Trade Mark Applications Nos. 4989226 and 4989225 and United Kingdom Registered Trade Mark No. 2337797 are the subject of separate TRADE MARK ASSIGNMENT AGREEMENTS between the parties of even date herewith.

2. TRANSFER OF RIGHTS OF ACTION

Assignor hereby transfers to Assignee all rights of action for past infringements of the assigned rights in the Trade Mark including the Other Rights in the Mark.

3. CONSIDERATION

In consideration of the assignment of the Trade Mark, The Other Rights in the Mark, and associated goodwill, Assignee agrees to pay to Assignor the sum of eight thousand three hundred and sixty seven pounds sterling (£8,367.00) the receipt of which is hereby acknowledged.

4. REPRESENTATIONS AND WARRANTIES OF ASSIGNOR

Assignor represents and warrants to Assignee that Assignor is the owner of all right, title and interest in and to the Trade Mark, free and clear of all liens and encumbrances and that no licenses under the Trade Mark or under the Other Rights in the Mark have been granted by Assignor to others.

5. FINAL AGREEMENT

This Trade Mark Assignment Agreement is intended to embody the final, complete and exclusive agreement between the Parties with respect to the Trade Mark and The Other Rights in the Mark and is intended to supersede all prior agreements, understandings and representations, written or oral, with respect thereto.

6. GOVERNING LAW

This Trade Mark Assignment Agreement is to be governed by and construed in accordance with the laws of England and is subject to the non exclusive jurisdiction of the English courts.

7. COOPERATION

Assignor agrees to provide Assignee with such reasonable assistance, at Assignee's expense, as may be requested by Assignee in connection with seeking registration of the "Other Rights in the Mark".

IN WITNESS whereof the Parties have caused this Trade Mark Assignment Agreement to be executed by their duly authorised representatives the day and year first before written.

ASSIGNOR:

Signed *[Handwritten Signature]*

Name *R.M. Edwards*

Title *IS Manager*

Date *10th December 2006*

For and on behalf of BAE SYSTEMS PLC,

ASSIGNEE:

Signed *[Handwritten Signature]*

Name *Wayne W Wallace*

Title Vice President-General Counsel

Date December 11, 2006

For and on behalf of RAYTHEON AIRCRAFT COMPANY