

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
Evans & Sutherland Computer Corporation		05/25/2006	CORPORATION: UTAH

RECEIVING PARTY DATA

Name:	Rockwell Collins Simulation and Training Solutions LLC
Street Address:	400 Collins Road N.E.
City:	Cedar Rapids
State/Country:	IOWA
Postal Code:	52498
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	2443118	CHANLOCK
Registration Number:	1782050	EASIEST
Registration Number:	2432687	ESCP 2000
Registration Number:	2468759	ESCP3000
Registration Number:	1622171	ESIG
Registration Number:	2285879	HARMONY
Registration Number:	2270598	INTEGRATOR
Registration Number:	2753336	MELODY
Registration Number:	2835540	MISSION COMMAND TRAINER
Registration Number:	1970117	RAPIDSCENE
Registration Number:	2866990	SENSOR TEXTURE
Registration Number:	2519337	SIMFUSION
Registration Number:	2900176	SIM TECH

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Registration Number:	2252062	SUPER TEXTURE
Registration Number:	1823613	THEMEL
Registration Number:	2952328	EP
Registration Number:	2846086	RENDERBEAST
Serial Number:	75537635	ENSEMBLE
Serial Number:	76348534	MCT
Serial Number:	76322233	SYMPHONY

CORRESPONDENCE DATA

Fax Number: (646)710-1060
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-408-5558
Email: bbarrera@chadbourne.com
Correspondent Name: Kimberly Giuliano
Address Line 1: 30 Rockefeller Plaza
Address Line 2: I. P. Department
Address Line 4: New York, NEW YORK 10112

ATTORNEY DOCKET NUMBER:	06878-040
NAME OF SUBMITTER:	Kimberly Giuliano
Signature:	/Kimberly Giuliano/
Date:	01/30/2007

Total Attachments: 5
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**ASSIGNMENT OF REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

This ASSIGNMENT OF REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS, dated as of May 26, 2006 (“Assignment”), is by EVANS & SUTHERLAND COMPUTER CORPORATION, a Utah corporation (“Assignor”), in favor of ROCKWELL COLLINS SIMULATION AND TRAINING SOLUTIONS LLC, a Delaware limited liability company (“Assignee”) and wholly owned subsidiary of ROCKWELL COLLINS, INC., a Delaware corporation (“Parent”).

W I T N E S S E T H

WHEREAS, Assignor is the owner of the registered trademarks and trademark applications listed on Schedule A hereto together with the good will of the business of Assignor connected with the use of and symbolized by such trademarks (the “Trademarks”); and

WHEREAS, Assignor and Parent are parties to that certain Asset Purchase Agreement, dated as of February 7, 2006 (the “Asset Purchase Agreement”), pursuant to which Assignor has agreed to assign to Parent the Trademarks, among other assets, and pursuant to which Parent is the successor to the portion of the business of Assignor to which the Trademarks relate. Defined terms used in this Assignment but not specified herein shall have the meanings specified in the Asset Purchase Agreement.

WHEREAS, pursuant to Section 15.1 of the Asset Purchase Agreement, Parent has assigned to Assignee, and Assignee has assumed, certain of Parent’s rights and obligations under the Asset Purchase Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, convey, transfer, and deliver to Assignee, for its own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, all of Assignor’s right, title, and interest in and to the Trademarks, and registrations and applications for registration thereof, together with all rights to sue for and remedies against past, present and future infringements of any or all of the foregoing and rights of priority and protection of interests therein under the Laws of any jurisdiction worldwide.

Assignor further agrees, without further consideration, to cause to be performed such lawful acts and to be executed such further assignments and other lawful documents as Assignee may reasonably request to effectuate fully this Assignment and to permit Assignee to be duly recorded as the registered owner and proprietor of the rights hereby conveyed.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed as of the date above first written.

ASSIGNOR:

EVANS & SUTHERLAND COMPUTER CORPORATION

By: James R. Oylar

Name: James R. Oylar
Title: President and Chief Executive Officer

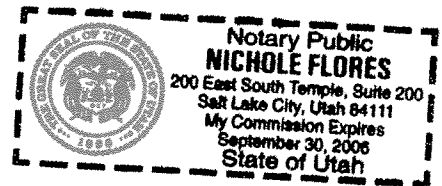
STATE OF UTAH)
COUNTY OF SALT LAKE) SS.

I, a notary public, in and for the county and state aforesaid, do hereby certify that James R. Oylar known to me to be the President of EVANS & SUTHERLAND COMPUTER CORPORATION, appeared before me this day in person and acknowledged that he/she signed the above and foregoing instrument as his/her free and voluntary act.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 25th day of May, 2006.

Nichole Flores
Notary Public

My commission expires: _____



[Signature Page to Assignment of Registered Trademarks and Trademark Applications]

Schedule A

Trademark Registrations and Applications

Mark	Jurisdiction	Date Filed/ Registered	Serial or Reg #	Owner
CHANLOCK	US	R: 4/10/01	2,443,118	Seller
CHANLOCK	Canada	R: 6/10/02	563206	Seller
CHANLOCK	ECT	R: 6/21/00	1105782	Seller
CHANLOCK	Japan	R: 5/26/00	4387094	Seller
EaSIEST	US	R: 7/13/93	1,782,050	Seller
EaSIEST	Japan	R: 10/31/94	2697716	Seller
ENSEMBLE	US	F: 8/17/98	75/537,635	Seller
ENSEMBLE	Canada	F: 2/3/99	1,004,014	Seller
ENSEMBLE	ECT	R: 2/14/01	1083724	Seller
ESCP 2000	US	R: 3/6/01	2,432,687	Seller
ESCP 2000	Canada	R: 8/7/02	565568	Seller
ESCP 2000	Japan	R: 11/17/00	4432843	Seller
ESCP3000	US	R: 7/17/01	2,468,759	Seller
ESCP 3000	Canada	R: 8/7/02	565562	Seller
ESCP 3000	Japan	R: 11/17/00	4432844	Seller
ESIG	US	R: 11/13/90	1,622,171	Seller
ESIG	Germany	R: 6/27/91	1178414	Seller
ESIG	Japan	R: 1/31/94	2618326	Seller
ESIG	UK	R: 8/11/89	1401676	Seller
ESIG HARMONY	Indonesia	R:	412960	Seller
ESIG HARMONY	Korea	R: 04/18/97	407715	Seller
ESIG HARMONY	Saudi Arabia	R: 06/11/97	453/25	Seller
ESIG HARMONY	Taiwan	R:	821131	Seller
HARMONY	US	R: 10/12/99	2,285,879	Seller
HARMONY	ECT	R: 4/22/97	540690	Seller
HARMONY	Egypt	F:	106257	Seller
INTEGRATOR	Germany	R: 11/26/98	39761878	Seller
INTEGRATOR	US	R: 8/17/99	2,270,598	Seller
INTEGRATOR PRO	Japan	R: 03/17/98	4272477	Seller
MCT	US	F: 12/12/01	76/348,534	Seller
MELODY	US	R: 08/19/03	2753336	Seller
MELODY	Canada	R: 01/11/05	629939	Seller
MELODY	ECT	R: 5/5/00	1083666	Seller

Mark	Jurisdiction	Date Filed/ Registered	Serial or Reg #	Owner
MISSION COMMAND TRAINER	US	R: 04/20/04	2835540	Seller
OPENSIM	China	F: 8/23/00	2000128653	Seller
OPENSIM	ECT	R: 12/04/01	1822204	Seller
RAPIDSCENE	US	R: 4/23/96	1,970,117	Seller
SENSOR TEXTURE	US	R: 07/27/04	2866990	Seller
SENSOR TEXTURE	Canada	F: 1/11/00	1042557	Seller
SENSOR TEXTURE	ECT	R: 1/6/00	1459056	Seller
SIMFUSION	US	R: 12/18/01	2,519,337	Seller
SIMFUSION	Canada	R: 05/07/03	580862	Seller
SIMFUSION	China	F: 7/18/00	2000106394	Seller
SIMFUSION	ECT	R: 7/17/00	1773704	Seller
SIMFUSION	Japan	R: 12/22/00	4442568	Seller
SIMTECH	US	R: 11/02/04	2,900,176	Seller
SUPER TEXTURE	US	R: 6/8/99	2,252,062	Seller
SYMPHONY (class 42)	US	F: 10/4/01	76/322,233	Seller
SYMPHONY	Canada	F: 11/13/01	1121829	Seller
THEMEL	US	R: 2/22/94	1,823,613	Seller
THEMEL	ECT	F: 2/7/02	2575017	Seller
THEMEL	Japan	R: 11/20/94	2699932	Seller
THEMEL	Great Britain	R: 7/29/91	1,482,686	Seller
EP	US	R: 05/17/05	2,952,328	Seller
RENDERBEAST	US	R:05/25/04	2,846,086	Seller
RENDERBEAST	US	F: 01/26/04	260559	Seller
RASTER PLUS	CZ			Seller