

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
Evans & Sutherland Computer Corporation		05/26/2006	CORPORATION: UTAH
RECEIVING PARTY DATA			
Name:	Rockwell Collins Simulation & Training Solutions, LLC		
Street Address:	400 Collins Road NE		
Internal Address:	M/S 124-323		
City:	Cedar Rapids		
State/Country:	IOWA		
Postal Code:	52498		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78714952	EPX	
CORRESPONDENCE DATA			
Fax Number:	(801)566-0750		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	801-566-6633		
Email:	jackson@tnw.com		
Correspondent Name:	Peter M. de Jonge		
Address Line 1:	P.O. Box 1219		
Address Line 4:	Sandy, UTAH 84091		
ATTORNEY DOCKET NUMBER:	2469-24841.TM ROCKWELL		
NAME OF SUBMITTER:	Peter M. de Jonge		
Signature:	/petermdejonge/		

OP \$40.00 78714952

Date:

02/22/2007

Total Attachments: 6

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BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS IS A BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT made and entered into as of May 26, 2006 (this "**Bill of Sale**"), by and between Evans & Sutherland Computer Corporation, a Utah corporation ("**E&S**"), and Rockwell Collins Simulation & Training Solutions LLC, a Delaware limited liability company ("**Buyer**") and wholly owned subsidiary of Rockwell Collins, Inc., a Delaware corporation ("**Rockwell Collins**").

RECITALS

WHEREAS, E&S and Rockwell Collins have entered into that certain Asset Purchase Agreement, dated as of February 7, 2006 (the "**Asset Purchase Agreement**"), pursuant to which Rockwell Collins has agreed to purchase and acquire substantially all of the assets and certain liabilities, including substantially all of the assets and certain liabilities of Evans & Sutherland Computer Limited, a company organized under the laws of England and Wales ("**Seller Subsidiary**" and together with E&S, "**Sellers**"), primarily related to E&S's military and commercial simulation business and related service operations;

WHEREAS, prior to the execution and delivery of this Bill of Sale, Rockwell Collins, Buyer and Rockwell-Collins (U.K.) Limited have executed and delivered that certain Assignment and Assumption Agreement, providing for, among other things:

- (i) the assignment and transfer to Buyer of Rockwell Collins' rights under the Asset Purchase Agreement to purchase the Assets being sold by E&S (other than the Certain E&S Contract Interests, the Joint Venture Interest and the U.K. Inventory Interests) and certain Contract interests of Seller Subsidiary, and
- (ii) the assumption by Buyer of the obligations of Rockwell Collins under the Asset Purchase Agreement with respect to the Business (other than the U.K. Business) and the Business Employees, including the obligations of Rockwell Collins to assume the Assumed Liabilities of E&S (other than Liabilities with respect to the Certain E&S Contract Interests, the Joint Venture Interest and the U.K. Inventory Interests) and Liabilities of Seller Subsidiary with respect to certain Contract interests;

WHEREAS, the Asset Purchase Agreement requires E&S and Buyer to execute this Bill of Sale;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, E&S and Buyer hereby agree as follows:

A G R E E M E N T

1. Capitalized Terms. Capitalized terms used, but not otherwise defined herein, shall have the meanings given to such terms in the Asset Purchase Agreement.

2. Definition. As used in this Bill of Sale, the following term shall have the following meaning:

"Certain E&S Contract Interests" means E&S's right, title and interest in, to and under the Contracts set forth on Schedule 1.

"Joint Venture Interest" means E&S's equity ownership interest in the Joint Venture.

"U.K. Inventory Interests" means E&S's right, title and interest in and to all inventories, including finished products, work-in-process, materials, parts, components, production stock, accessories and supplies (including all such inventories that are held by third parties), that are included in the Assets and are located in the United Kingdom.

3. Assignment and Assumption. On the terms and subject to the conditions set forth in the Asset Purchase Agreement:

- (a) E&S does hereby sell, transfer, assign, convey and deliver to Buyer, its successors and assigns, free and clear of all Liens, other than Permitted Liens, all of E&S's right, title and interest in, to and under all of the Assets of E&S, other than the Certain E&S Contract Interests, the Joint Venture Interest and the U.K. Inventory Interests;
- (b) Buyer does hereby expressly assume and undertake to pay, perform and discharge, when due, the Liabilities of E&S to the extent that such Liabilities constitute Assumed Liabilities, other than Liabilities with respect to the Certain E&S Contract Interests, the Joint Venture Interest and the U.K. Inventory Interests. For the avoidance of doubt, other than the foregoing, Buyer is assuming no other Liabilities whatsoever and Sellers are retaining the Liabilities of Sellers that constitute Retained Liabilities.

4. Subsequent Consents. The provisions of Section 2.1(c) of the Asset Purchase Agreement are incorporated herein by reference; *provided, however*, that upon

receipt of a consent to the assignment of any of E&S's Contracts or Permits included in the Assets (other than the Contracts set forth on Schedule 1) after the date hereof, this Bill of Sale shall automatically sell, assign, convey, transfer and deliver such Contract or Permit to Buyer without the requirement of any further instrument executed by or action taken by E&S. To the extent that any provision of this Bill of Sale is inconsistent with the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall control.

5. Counterparts. This Bill of Sale may be executed in separate counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts will together constitute the same instrument.

6. Governing Law. This Bill of Sale will be governed by and construed in accordance with the internal laws of the State of Delaware applicable to contracts made and to be performed entirely within such State, without regard to the conflicts of law principles of such State.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Bill of Sale to be executed by their respective duly authorized officers as of the date first above written.

EVANS & SUTHERLAND COMPUTER CORPORATION

By: James R. Oyler
Name: James R. Oyler
Title: President and Chief Executive Officer

ROCKWELL COLLINS SIMULATION & TRAINING
SOLUTIONS LLC


By: _____
Name: J. Anthony Syme
Title: President

IN WITNESS WHEREOF, the parties hereto have caused this Bill of Sale to be executed by their respective duly authorized officers as of the date first above written.

EVANS & SUTHERLAND COMPUTER CORPORATION

By: _____
Name: James R. Oyler
Title: President and Chief Executive Officer

ROCKWELL COLLINS SIMULATION & TRAINING
SOLUTIONS LLC

By:  _____
Name: J. Anthony Syme
Title: President

Schedule 1

Certain E&S Contract Interests

1. Letter Agreement re: Contract Number ICS1c/50239 – ACTT Maintenance Support Contract, Amendment No. 9, dated April 8, 2004, from Defence Communications Services Agency to Evans & Sutherland Computer Corporation. [C3330 MIDWAL ACTT MAINT]
2. Facilities and Maintenance Sub-Contract, Ref: 9C/Q73834/RA, dated October 16, 1997, between CVS Aircrew Training plc, Serco Limited, CAE Electronics plc, CAE Electronics Ltd., Vega Software Engineering Limited and Evans & Sutherland Computer Corporation, together with the Remuneration and Limitation of Liability Letter, dated October 16, 1997, between CVS and Evans & Sutherland Computer Corporation, as amended by Amendment 1, dated May 8, 2002, thereto. [C2382 MSH POST RFT]
3. Undefinitized Letter Subcontract #SCT004111, dated January 16, 2006, between BAE Systems Land & Armaments L.P. and Evans & Sutherland Computer Corporation. [C3844 BAE (HAWK SYN TRG) MAINT]
4. Purchase Order dated February 23, 2006, between Evans and Sutherland Computer Co. and Indra Sistemas S.A. [C2985 INDRA]
5. Amendment 3, dated February 2003, to Subcontract Agreement, dated June 29, 1999, by and between Thales Training & Simulation Limited and Evans & Sutherland Computer Corporation for the supply of visual systems for the Tornado Synthetic Training Facility, as amended from time to time thereafter (PO #ACE0007). [C3452 GR4 Maint]
6. Purchase Order, dated February 15, 2006, by and between Thales Training & Simulation (ACE) Limited and Evans & Sutherland Computer Corporation for the supply of visual system spare parts and support for the Tornado Synthetic Training Facility (PO #ACE0422). [C3452 GR4 Maint]