

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
AAI Corporation		03/22/2007	CORPORATION: MARYLAND
<b>RECEIVING PARTY DATA</b>			
Name:	Department of the Army		
Street Address:	901 North Stuart Street		
Internal Address:	United States Army Legal Services Agency		
City:	Arlington		
State/Country:	VIRGINIA		
Postal Code:	22203-1837		
Entity Type:	FEDERAL AGENCY: DISTRICT OF COLUMBIA		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Registration Number:	3078133	ONE SYSTEM	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(202)344-8300		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-344-4000		
Email:	jlpatt@venable.com		
Correspondent Name:	Jacqueline L. Patt		
Address Line 1:	575 7th Street, N.W.		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004-1601		
ATTORNEY DOCKET NUMBER:	13346-201753		
NAME OF SUBMITTER:	Jacqueline L. Patt		
Signature:	/Jacqueline L. Patt/		
Date:	03/23/2007		

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**Total Attachments: 3**

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**ASSIGNMENT OF REGISTERED TRADEMARK**

**WHEREAS**, AAI Corporation, 124 Industry Lane, Hunt Valley, MD ("Assignor") is the owner of the following trademark (the "Mark"), now registered:

<u>Trademark</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Date of Registration</u>
ONE SYSTEM	76/582,199	3,078,133	April 11, 2006

**AND WHEREAS**, Assignor desires to assign to Assignee, the **Department of the Army**, an agency of the United States government, all right, title, and interest in and to the Mark, consistent with the terms of the letter agreement between Assignor and Assignee executed by Assignee on December 6, 2005 (annexed as Exhibit A hereto), which remains in full force and effect;

**NOW, THEREFORE**, Assignor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby assigns to the **Department of the Army** all right, title, and interest in and to said Mark and said registration therefor, together with the goodwill symbolized by said trademark and the registration thereof, consistent with the terms of the annexed Exhibit A.

Signed this 22nd day of March, 2007.

Assignor:

**AAI Corporation**

By: \_\_\_\_\_

Printed Name: JONATHAN GREENBERG

Title: VICE PRESIDENT & GENERAL COUNSEL

**ACKNOWLEDGMENT**

On this 22nd day of March, 2007, personally appeared the above-named signatory who acknowledged that he/she executed the foregoing Assignment in a capacity authorized by Assignor.

\_\_\_\_\_  
Cynthia A. Eaton  
Notary Public

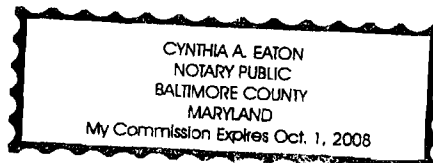


EXHIBIT A



November 28, 2005

J. Scott Chafin  
Trademark and Copyright Attorney  
Department of the Army  
United States Army Legal Services Agency  
901 North Stuart Street  
Arlington, VA 22203-1837

Re: One System™ Trademark

Dear Scott:

Following up on our prior communications, AAI Corporation ("AAI") is pleased to memorialize the following points of understanding with the U.S. Army regarding the One System trademark:

1. Effective immediately upon execution of this letter agreement, AAI shall grant the Army a perpetual license to use the One System name to identify the common Ground Control System (GCS) and the Remote Video Terminal (RVT) for Unmanned Aerial Vehicles (UAVs).
2. The Army's license shall not require any attribution of the One System mark to AAI, nor shall the Army be required to use the TM symbol or other identifier in conjunction with its usage of the One System name.
3. AAI will perfect the One System trademark application with the USPTO, pay for all necessary filing fees, and police any commercial use of the mark in connection with the UAV GCS and RVT.
4. Thereafter, upon written request from the Army, AAI will assign all right, title and interest in the One System mark to the Army conditional only on (1) the mark reverting to AAI if the Army were to fail to maintain the mark's registration with the USPTO; (2) for so long as AAI retains its status as a contractor on the Army's UAV GCS and/or RVT program, the Army shall grant AAI a non-exclusive license to use the mark, and the Army shall not assign or license the mark to any third party except, in the Army's sole discretion, another UAV GCS or RVT contractor at any tier; and (3) if AAI is removed from the Army's UAV GCS and RVT program, the Army shall be entitled to assign or license the One System mark as it sees fit.

5. The parties agree that, by agreeing to the above terms, the Army does not in any manner waive or diminish, and in fact expressly preserves, its position that the One System mark originates with the Army.

If the foregoing terms meet with your approval, please arrange for execution on the signature line below.

  
Jonathan Greenberg  
Vice President & General Counsel  
AAI Corporation  
P.O. Box 126  
Hunt Valley, MD 21030-0126  
office: (410) 628-3244  
fax: (410) 683-6498  
[greenj@aaicorp.com](mailto:greenj@aaicorp.com)

Accepted and Agreed by the Department of the Army:

  
(signature)

Robert N. Kittel  
Chief, Regulatory Law and Intellectual Property Division  
U.S. Army Legal Services Agency

date: 12-6-05