

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
BAE Systems PLC		04/02/2007	COMPANY: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Selex Sensors and Airborne Systems Limited		
Street Address:	Christopher Martin Road		
Internal Address:	Basildon		
City:	Essex		
State/Country:	UNITED KINGDOM		
Postal Code:	SS14 3EL		
Entity Type:	COMPANY: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2746305	VITS	
CORRESPONDENCE DATA			
Fax Number:	(202)663-8007		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-663-8000		
Email:	va-logocops@pillsburywinthrop.com		
Correspondent Name:	Patrick J. Jennings		
Address Line 1:	2300 N Street, N.W.		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20037		
ATTORNEY DOCKET NUMBER:	12140/284510		
DOMESTIC REPRESENTATIVE			
Name:	Patrick J. Jennings		
Address Line 1:	2300 N Street, N.W.		

CH \$40.00 2746305

Address Line 4: Washington, DISTRICT OF COLUMBIA 20037

NAME OF SUBMITTER:

Patrick J. Jennings

Signature:

/Pat Jennings/

Date:

05/07/2007

Total Attachments: 4

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This Assignment is made the *2nd* day of *April* 2007

Between

- (1) BAE SYSTEMS plc (Company Registration Number 1470151) of 6 Carlton Gardens, London SW1Y 5AD, United Kingdom ("**Assignor**"); and
- (2) Selex Sensors and Airborne Systems Limited (Company Registration Number 2426132) of Christopher Martin Road, Basildon, Essex SS14 3EL, United Kingdom ("**Assignee**").

Whereas:

- (A) Assignor is the registered owner of the trade marks described in Annex I and the applications described in Annex II ("**Marks**");
- (B) Assignor has agreed to assign the Marks to Assignee;

It is agreed as follows:

1 Definitions

"**Assignor's Group**" means BAE SYSTEMS plc and all of its subsidiaries from time to time, apart from Assignee; and

"**Encumbrance**" means any mortgage, charge (fixed or floating), pledge, lien, option, right to acquire, assignment by way of security, trust arrangement for the purpose of providing security or any other security interest of any kind, including retention arrangements and any agreement to create any of the foregoing but excluding rights of pre-emption in relation to share in any body corporate.

2 Assignment

In consideration of the sum of £1 and other good and valuable consideration paid by Assignee to Assignor (the receipt of which Assignor acknowledges), Assignor hereby assigns to Assignee, subject to any applicable requirements of law the terms of any Encumbrances, existing licences or other rights of third:

- 2.1** all its right, title and interest in the Marks together with the goodwill represented by and associated with the Marks, but no other goodwill; and
- 2.2** all rights of action arising or accrued in relation to any of the above (other than for any past acts by a member of the Assignor's Group) including, without limitation, the right to take proceedings and to seek and recover damages and seek other remedies for all past infringements.

3 Convention Filing Right

This Assignment includes the right (where applicable) to file applications under the Paris Convention, corresponding to or based on any of the applications for Marks, and to claim priority from those applications.

4 Further Assurance

Assignor agrees to execute such documents and provide such assistance as may be reasonably required by Assignee to obtain the full benefit of the assignment set out above. The cost of recordal of this Assignment at any trade mark registry shall be borne by Assignee.

5 No warranties

- 5.1 Nothing in this Assignment shall be construed as a warranty or representation by Assignor that any of the Marks is valid or enforceable.
- 5.2 All warranties or other terms implied by statute or common law are hereby excluded from this Assignment to the fullest extent permitted by law.
- 5.3 This clause 5 shall be without prejudice to any other written agreement between the parties or their affiliated companies (or any of them).

6 Law and Jurisdiction

This Assignment shall be interpreted in accordance with English law and the courts of England shall have exclusive jurisdiction over any disputes arising from it.

In witness whereof this Assignment has been entered into on the date stated at the beginning.

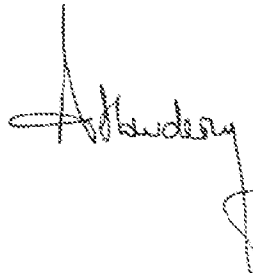
SIGNED by Margaret Mackett
on behalf of BAE SYSTEMS plc

Date: 22 March 2007



SIGNED by
on behalf of Selex Sensors and
Airborne Systems Limited

Date: 2nd April 2007



Annex 1
Registered Trade Marks

BAE SYSTEMS REF:

MARK

REGISTRATION NO.

XC-T249

VITS

2746305

**Annex II
Applications**

NONE