

05-15-2007

U.S. Department of Commerce
Patent and Trademark Office



ET

103406047

Our Ref.: SCS-540-520

Mail Stop Assignment Recordation Services

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

5.10.07

To the Commissioner for Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
BAE SYSTEMS plc

- Individual(s)
- General partnership
- Corporation-State: United Kingdom
- Other: _____
- Association
- Limited Partnership

3. Nature of conveyance:
- Assignment
 - Security Assignment
 - Other: _____
 - Merger
 - Change of Name

05/14/2007 DBYRNE 00000042 3218998
01 FC:8521
Execution Date: 40.00 April 2, 2007

2. Name and address of receiving party(ies):
Name: Selex Sensors and Airborne Systems Limited
Internal Address: _____
Street Address: Christopher Martin Road, Basildon

- City: Essex
- State/Country: United Kingdom
- Zip: SS14 3EL
- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State United Kingdom
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

Designations must be a separate document from Assignment)
Additional name/s & address/es attached Yes No

4. Application number(s) or registration number(s):

- If this document is being filed together with a new application, the execution date of the application is: _____
- A. Trademark Application No.(s)
(1) _____
(2) _____
(3) _____
 - B. Trademark Registration No.(s)
(1) 3,218,998
(2) _____
(3) _____
- Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Stanley C. Spooner
Internal Address: _____
Street Address: Nixon & Vanderhye P.C.
901 North Glebe Road
11th Floor
City Arlington State: VA Zip: 22203

6. Total number of applications and registrations involved: 1
7. Total fee (37 CFR 3.41)(8521; \$40) (8522; \$25)\$ 40.00
 Enclosed
 Authorized to be charged to deposit account #14-1140

8. The Commissioner is hereby authorized to charge any deficiency, or credit any overpayment, in the fee(s) filed, or asserted to be filed, or which should have been filed herewith (or with any paper thereafter filed in this application by this firm) to our **Account No. 14-1140**.

DO NOT USE THIS SPACE

9. Statements and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Stanley C. Spooner [Signature] May 10, 2007
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments and document: 6

SCS:kmm

Dated

2nd April

2007

BAE SYSTEMS plc

and

SELEX SENSORS AND AIRBORNE SYSTEMS LIMITED

TRADE MARK ASSIGNMENT

USA

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).

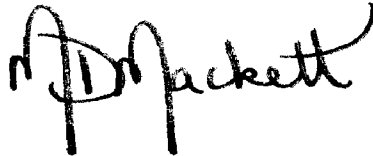
6 Law and Jurisdiction

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.

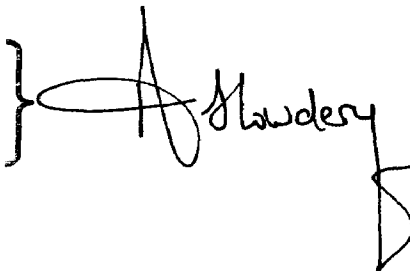
SIGNED by Margaret Mackett
on behalf of BAE SYSTEMS plc

Date: 22 March 2007

} 

SIGNED by
on behalf of Selex Sensors and
Airborne Systems Limited

Date: 2nd April 2007

} 

Annex 1

Registered Trade Marks

NONE

Annex II
Applications

<u>BAE SYSTEMS REF:</u>	<u>MARK</u>	<u>APPLICATION NO.</u>
XC1209	TPS TOOLKIT	76/610093