## 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
Sea Containers America Inc.		09/24/2008	CORPORATION: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	Charleston Marine Containers, Inc.
Street Address:	2301 Noisette Blvd
City:	Charleston
State/Country:	SOUTH CAROLINA
Postal Code:	29405
Entity Type:	CORPORATION: DELAWARE

#### PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2854549	LSA
Registration Number:	3080275	DURA-MOVE

### **CORRESPONDENCE DATA**

Fax Number: (212)732-3232

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: vistica@clm.com
Correspondent Name: Anna Maria Vistica

Address Line 1: 2 Wall Street

Address Line 4: New York, NEW YORK 10005

ATTORNEY DOCKET NUMBER:	SCA21 003
NAME OF SUBMITTER:	Anna Maria Vistica
Signature:	/annamariavistica/
Date:	09/25/2008

TRADEMARK REEL: 003859 FRAME: 0639

900117013

2854

CH \$65

#### **Total Attachments: 7**

source=SEACONTAINERS ASSIGNMENT#page1.tif source=SEACONTAINERS ASSIGNMENT#page2.tif source=SEACONTAINERS ASSIGNMENT#page3.tif source=SEACONTAINERS ASSIGNMENT#page4.tif source=SEACONTAINERS ASSIGNMENT#page5.tif source=SEACONTAINERS ASSIGNMENT#page6.tif source=SEACONTAINERS ASSIGNMENT#page7.tif

### PATENT AND TRADEMARK ASSIGNMENT

THIS PATENT AND TRADEMARK ASSIGNMENT (this "Assignment") dated as of September 24, 2008 (the *Effective Date*"), is made by and between Sea Containers America Inc., a Delaware corporation ("Assignor"), and Charleston Marine Containers, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor and Gichner Systems Group, Inc., a Delaware corporation ("Gichner"), are parties to that certain Stock Purchase Agreement, dated as of the same date hereof (the "Agreement"), pursuant to which Gichner will purchase all of the issued and outstanding stock of Assignee; and

WHEREAS, Assignor is the owner of the entire right, title and interest in, to and under the patents (the "*Patents*") and trademarks (the "*Trademarks*") identified and set forth on Schedule A;

NOW, THEREFORE, for good and valuable consideration (including the premises and covenants set forth in the Agreement), the receipt and sufficiency of which are hereby acknowledged, the parties intending to be legally bound, agree as follows:

- 1. Assignor hereby irrevocably sells, assigns, transfers and sets over to Assignee all of Assignor's right, title and interest in and to the Patents, and any foreign counterparts or equivalents thereto, as well as all divisionals, reissues, continuations (in whole or in part), renewals and extensions of any of the foregoing in the United States and for all foreign countries that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Patents, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.
- 2. Assignor authorizes and request the United States Commissioner of Patents and Trademarks and any other similar government authority to record assignee as the assignee and owner of the Patents, and issue any and all registrations thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee and its successors, assigns or other legal representatives.
- 3. Assignor shall provide to Assignee, its successors, assigns or other legal representatives, any and all cooperation and assistance at Assignee's request and expense (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required) in connection with:

  (1) preparation and prosecution of any application, continuations, divisionals, continuations-in-part, or extensions for any of the Patents; (2) prosecution or defense of any opposition.

infringement or other proceedings that may arise in connection with any of the Patents, including, without limitation, testifying as to any facts relating to the Patents and this Assignment; (3) obtaining any additional patent protection for the Patents that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries; and (4) implementation, perfection and/or recording of this Assignment.

- 4. Assignor hereby irrevocably sells, assigns, transfers, and sets over to Assignee all of Assignor's right, title, and interest in and to the Trademarks, together with the goodwill of the business in connection with which the Trademarks are used, and all registrations, applications therefor and renewals and extensions of the foregoing in the United States and for all foreign countries that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, together with all income, royalties, or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present, or future infringement or other unauthorized use of the Trademarks, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns, or other legal representatives.
- 5. Assignor hereby irrevocably appoints Assignee as its true and lawful attorney-in-fact on Assignor's and Assignee's behalf and in Assignor's and/or Assignee's name, place, and stead, to execute any further documents or instruments and do any and all further acts that may be deemed necessary or desirable by Assignee or its successors, assigns, or other legal representatives, to effect the conveyance to the Assignee and its successors, assigns, and other legal representatives, of the right, title, and interest whose conveyance is made hereby, and to enable such right, title, and interest to be recorded in the United States and all foreign countries, and to enable Assignee and its successors, assigns, and other legal representatives to sustain or renew any Trademarks, and to maintain, perfect, support, and protect the right, title and interest of Assignee and its successors, assigns, and other legal representatives, in and to the Trademarks and any registrations issued in connection therewith.
- 6. Assignor authorizes and request the United States Commissioner of Patents and Trademarks and any other similar government authority to record Assignee as the assignee and owner of the Trademarks, and issue any and all registrations thereon to Assignee, as assignee of the entire right, title, and interest in, to and under the same, for the sole use and enjoyment of Assignee and its successors, assigns, or other legal representatives.
- 7. Assignor shall provide to Assignee, its successors, assigns, or other legal representatives, cooperation and assistance at Assignee's request (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, and other documentation as may be reasonably required) in connection with: (1) the preparation and prosecution of any application for registration or renewal of a registration covering any of the Trademarks; (2) prosecution or defense of any cancellation, opposition, infringement, or other proceedings that may arise in connection with any of the Trademarks, including, without

limitation, testifying as to any facts relating to the Trademarks and this Assignment; (3) obtaining any additional trademark protection for the Trademarks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries; and (4) implementation, perfection and/or recording of this Assignment.

- 8. Assignor hereby specifically incorporates by reference all of the representations, warranties and indemnifications, subject to all of the conditions and limitations, applicable to the Patents and the Trademarks in the Agreement.
- 9. This Assignment may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

[Remainder of page intentionally left blank]

3

6376914.1

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first above written.

	SEA CONTAINERS AMERICA INC.
	By:
	Title: Vice President
STATE OF NEW YORK ) ) SS: COUNTY OF NEW YORK )	
On this 24th day of <u>September</u> , 2008 be known to me to be <u>Vice President</u> who acknowledged that he/she signed this instrumental Inc.	of Sea Containers America Inc.
	Notary Public:  My commission expires:  NITZA M. COLON  Notary Public, State of New York  No 01CO6000490  Qualified in New York County  Commission Expires December 15, 2009

	CHARLESTON MARINE CONTAINERS INC.
	By: John Ling
	Name: John T. Landry, Jr.
	Title: _Vice President
STATE OF NEW YORK )	ς.
COUNTY OF NEW YORK )	
known to me to be <u>Vice President</u>	2008 before me John T. Landry, Jr.  of Charleston Marine Containers, Inc., who strument as a free act on behalf of Charleston Marine
	Notary Public:
	My commission expires:  NITZAM COLON  Notary Public Class of New York
	No. 01006/00490 Qualified in New York County Commission Expires December 15.209
	white a second and a second as

## **SCHEDULE A**

# **PATENTS**

<u>Patents</u>	Reg. No.	Reg. Date	Renewal
Duramove	D536,154	Jan. 30, 2007	2021
Quadcon II	D534,330	Dec. 26, 2006	2020
Tricon II	D502,547	Mar. 1, 2005	2019
Tricon III	D533,979	Dec. 19, 2006	2020
Tricon IV	D533,978	Dec. 19, 2006	2020
Tricon V	D546,023	April 18. 2005	2019
European (LSA)	1,499,543	July 12, 2006	2023
Method and Device for Adapting a Cargo Container to Directly Interface with an Aircraft Cargo Bay	7,125,212	October 24, 2006	2026
	PCT/US03/13708 (Application Number)/ WO/03/093140 (PCT) (Publication Number	PCT/US0 March 13, 2008 (Publication Date)	
	EP20030728662 (Application Number)/ Publication Number EP1499543 (EPO)	January 26, 2005 (Publication Date)	
	03809996.9 (Application Number)/ CN1649785 (China) Publication Number	August 3, 2005 (Publication Date)	

6376914.1 A-1

TR20040002893T February 21, 2006 (Application (Publication Date) Number)/ TR200402893T (Turkey) (Publication Number) AU20030234436 November 17, 2003 (Publication (Application Number)/ Date) AU2003234436 (Australia) (Publication Number) DE20036006765T July 12, 2007 (Application (Publication Date) Number)/ DE60306765 (Germany)

Method and Devices for Adapting a Cargo Container to Directly Interface with an Aircraft

Cargo Bay 7,252,468 May 2, 2003 2023

(Publication Number)

<u>Trademarks</u>	Reg. No.	Reg. Date	Renewal
LSA	2,854,549	Jan. 15, 2004	2010
Duramove	3,080,275	Apr. 11, 2006	2012

A-2

**RECORDED: 09/25/2008**