

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
QinetiQ Limited		09/30/2009	CORPORATION: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Atlas Elektronik UK Limited		
Street Address:	Meadows Road		
Internal Address:	Queensway Meadows		
City:	Newport, South Wales		
State/Country:	UNITED KINGDOM		
Postal Code:	NP19 455		
Entity Type:	CORPORATION: UNITED KINGDOM		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3526224	MEERKAT	
Registration Number:	3405336	CERBERUS	
CORRESPONDENCE DATA			
Fax Number:	(312)913-0002		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3129130001		
Email:	mccarthy@mbhb.com		
Correspondent Name:	James M. McCarthy		
Address Line 1:	300 South Wacker Drive		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	06-895 & 05-631		
DOMESTIC REPRESENTATIVE			

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**TRADEMARK
 REEL: 004223 FRAME: 0155**

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	James M. McCarthy
Signature:	/James M. McCarthy/
Date:	06/11/2010

Total Attachments: 7

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Private & Confidential

DATED 30 SEPTEMBER 2009

QINETIQ LIMITED (1)

and

ATLAS ELEKTRONIK UK LIMITED (2)

REGISTERED INTELLECTUAL PROPERTY
ASSIGNMENT

Wragge&Co

Birmingham London Brussels

Tel +44 (0)870 903 1000 Fax +44 (0)870 904 1099 mail@wragge.com www.wragge.com

TRADEMARK

REEL: 004223 FRAME: 0157

THIS ASSIGNMENT is made on 30 SEPTEMBER 2009 BETWEEN:

- (1) ATLAS ELEKTRONIK UK LIMITED registered in England and Wales number 05582639 having its registered office at Meadows Road, Queensway Meadows, Newport, South Wales, NP19 4SS (the "Assignee"); and
- (2) QINETIQ LIMITED registered in England and Wales number 3796233 having its registered office at 85 Buckingham Gate, London, SW1E 6PD (the "Assignor").

INTRODUCTION

- A. By an agreement for the sale and purchase of the "Underwater Systems" division of QinetiQ Limited dated 13 MAY 2009 and made between QinetiQ Limited and Atlas Elektronik UK Limited (the "Sale and Purchase Agreement") QinetiQ Limited agreed to sell and Atlas Elektronik UK Limited agreed to purchase (amongst other things) the Registered Owned Intellectual Property.
- B. In consideration of the Purchase Price and the other good and valuable consideration set out in the Sale and Purchase Agreement, the parties hereby enter into this assignment of the Registered Owned Intellectual Property ("Assignment (Reg.)").

IT IS AGREED as follows:

1 Definitions and Interpretation

1.1 Terms defined in the Sale and Purchase Agreement shall have the same meaning when used in this Assignment (Reg.), unless otherwise defined in this Assignment (Reg.).

1.2 In this Assignment (Reg.):

"Classified Patent" means the Registered Owned Intellectual Property with patent case number P6373 as set out in Part 1 Schedule 1;

"Intellectual Property Rights" means all intellectual property rights whether registered or not and whether registrable or not (including patents, trade marks, service marks, rights in designs, database rights, domain names, copyrights (including, without limitation, copyright in databases and computer programs and/or Software) rights in Confidential Information and know-how and rights relating to brand and goodwill) in any part of the world (including any rights with

the same nature and effect subsisting now or in the future in any part of the world);

"Registered Owned Intellectual Property" means all Owned Intellectual Property which has been registered or applied for anywhere in the world including without limitation those rights set out in Schedule 1 to this Assignment;

"Third Party Contracts" means the contracts set out in Schedule 2 to this Assignment (Reg.); and

"Third Party Rights" means the rights in the Registered Owned Intellectual Property which have been granted to third parties under the Third Party Contracts.

1.3 The headings in this Assignment (Reg.) do not affect its interpretation.

1.4 In this Assignment (Reg.):

- (a) a "Party", a "Clause" or a "Schedule", unless the context otherwise requires, is a reference to a party or the schedule to or a clause of, this Assignment (Reg.);
- (b) a statutory provision (except where stated otherwise) includes a reference to the statutory provision as modified or re-enacted or both from time to time before the date of this Assignment (Reg.) and any subordinate legislation made under the statutory provision (as so modified or re enacted) before the date of this Assignment (Reg.); and
- (c) any English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include what most nearly approximates in that jurisdiction to the English legal term and reference to any English statute shall be construed so as to include equivalent or analogous laws of any other jurisdiction.

2 ASSIGNMENT

2.1 In accordance with the Sale and Purchase Agreement and in consideration of the Purchase Price and other good and valuable consideration set out in the Sale and Purchase Agreement, and subject to Clauses 2.2 and 2.3, the Assignor hereby assigns to the Assignee absolutely with full title guarantee:

- (a) all its right, title and interest in the Registered Owned Intellectual Property and all legal rights and immunities (howsoever derived) attaching thereto; and
- (b) its right to sue for and to recover damages and other remedies in respect of any infringement, violation or unauthorised use of the Registered Owned Intellectual Property, including (without limitation) in respect of any such infringement, violation or unauthorised use which may have occurred before the date of this Assignment (Reg.).

2.2 In relation to the Classified Patent, the Assignor shall make reasonable endeavours to enable the Classified Patent to be assigned to the Assignee in each and every jurisdiction in which it has been filed, including without limitation making reasonable endeavours to obtain the written consent of the Ministry of Defence to (a) the assignment of the Classified Patent to the Assignee and (b) the disclosure to the Assignee, under appropriate terms regarding confidentiality and security clearance, of the details of the Classified Patent, its prosecution history and the invention claimed thereunder. The Assignor shall reapply for such consent upon the written request of Assignee at any time, but no more frequently than once every 12 months. Upon the receipt of consent from the Ministry of Defence (or other relevant third party or authority in any jurisdiction) or in the event that the Classified Patent ceases to be classified (meaning simply that it can be assigned without the consent of the Ministry of Defence or other relevant third party or authority in any jurisdictions), the Assignor shall promptly assign the Classified Patent to Assignee on equivalent terms to this Assignment (Reg.) for no additional consideration. Until the date (if any) upon which the Classified Patent is assigned, the Classified Patent shall constitute part of the Shared Intellectual Property and the Assignee shall, to the fullest extent permitted by applicable law, have a licence under such patent in accordance with the IP Licence.

2.3 The assignment under Clause 2.1 above is subject to the Third Party Rights under the Third Party Contracts. The Assignee and Assignor both agree to abide by and honour the terms of such Third Party Contracts.

3 FURTHER ASSURANCE

3.1 The Assignor shall, at its own cost and expense (subject to Clause 3.2), execute and do (or procure to be executed and done by any other necessary member of the Seller's Group), all such deeds, documents, acts and things as the Assignee may

from time to time reasonably require in order to vest any of the Registered Owned Intellectual Property in the Assignee or to record such assignments with any local registry or other authority, including without limitation any translations or powers of attorney and shall assist as required in respect of any relevant formalities including without limitation notarisation, legalisation or apostille or as otherwise may be necessary to give full effect to this Assignment (Reg.).

- 3.2 All transfer, documentary, sales, use, gross receipts, stamp duty, notarial or registration or other similar transfer taxes incurred in connection with the transfer of the Registered Owned Intellectual Property as contemplated by the terms of this Assignment (Reg.), including all recording or filing fees, notarial fees or other similar third party costs of implementation of this Assignment (Reg.) that may be imposed, payable, collectible or incurred shall be borne by the Assignee.

4 **COUNTERPARTS**

- 4.1 This Assignment (Reg.) may be executed in any number of counterparts each of which when executed and delivered is an original, but all the counterparts together constitute the same document.

5 **GOVERNING LAW AND JURISDICTION**

- 5.1 The construction, validity and performance of this Assignment (Reg.) and all non-contractual obligations arising from or connection with this Assignment (Reg.) shall be governed by English law and the English courts have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the foregoing.
- 5.2 The parties agree that the English courts are the most appropriate and convenient courts to settle any dispute and, accordingly, that they will not oppose the jurisdiction of the English courts.

IN WITNESS of the above the parties have executed this Agreement on the date written at the head of this Agreement.

Part 3 - Registered Trade Marks

All registered and unregistered Intellectual Property Rights subsisting in the marks **DeRSCI**, **MEERKAT** and **CERBERUS** including but not limited to the registrations and applications listed in the table below.

Order No.	Name	Country	Sub-Class	Status	Application Date	Application Number	Registration Date	Registration Number	Class	Description
T2090	DeRSCI	GB - United Kingdom	D	Registered	08/07/2004	2367697	24/12/2004	2367697	Class 09: Scientific equipment, data processing equipment; computer hardware; computer software; sonar; arrays; signal processing equipment. Class 42: Scientific and technological services and research and design relating to; industrial analysis and research services; design and development of computer hardware and software	
T2150	MEERKAT	EM - European Community	D	Registered	01/11/2006	5462072	07/11/2007	5462072	Class 9: Sonar apparatus and instruments; hardware and software for processing and displaying sonar data, apparatus, instruments and software for use in detecting and monitoring marine mammals. Class 37: Installation, maintenance and repair of sonar apparatus and instruments; of hardware for processing and displaying sonar data, and of apparatus and instruments for use in detecting and monitoring marine mammals. Class 42: Design and development of sonar apparatus and instruments, of hardware and software for processing and displaying sonar data, and of apparatus, instruments and software for use in detecting and monitoring marine mammals; installation, maintenance and support of all the aforesaid software.	
T2150	MEERKAT	US - United States of America	D	Registered	06/12/2006	77/0585523	04/11/2008	35262224	Class 9: Sonar apparatus and instruments; computer hardware and computer software all for processing and displaying sonar data; computer software and sonar equipment all for use in detecting and monitoring marine mammals Class 42: Design and development of sonar equipment, computer hardware and computer software for processing and displaying sonar data; design and development of computer software for use in detecting and monitoring marine mammals; installation, maintenance and technical support services for the aforesaid apparatuses.	
T2079	CERBERUS	CA - Canada	D	Registered	28/07/2005	1266531	26/08/2008	722338	Class 9 Underwater sonar; underwater sonar arrays; computer hardware for use with underwater sonar; computer software for use in controlling underwater sonar and interrogating processing and displaying data from underwater sonar; underwater sonar systems for detection of moving objects in water.	
T2079	CERBERUS	EM - European Community	D	Registered	02/02/2005	4268272	21/03/2006	4268272	Class 9 Underwater sonar; underwater sonar arrays; signal processing equipment for use with underwater sonar; data processing equipment and computers for use with underwater sonar; computer hardware and computer software for use with underwater sonar; computer hardware and computer software for use with underwater sonar; underwater sonar systems for detection of moving objects in water.	
T2079	CERBERUS	SG - Singapore	D	Registered	27/07/2005	T0512846H		T0512846H	Class 42 Design and development of computer hardware and software relating to underwater sonar systems for detection of moving objects in water.	
T2079	CERBERUS	SG - Singapore	D1	Registered	27/07/2005	T0512847F		T0512847F	Class 42 Design and development of computer hardware and software relating to underwater sonar systems for detection of moving objects in water.	
T2079	CERBERUS	US - United States of America	D	Registered	27/07/2005	78/679282	01/04/2008	3405336	Class 9 Underwater sonar; underwater sonar arrays; signal processing electronics for use with underwater sonar; data processing and computer hardware for use with underwater sonar; computer software for use in controlling underwater sonar and interrogating, processing and displaying data from underwater sonar Class 42 Design and development of computer hardware and software for others relating to underwater sonar systems for detection of moving objects in water.	

EXECUTED BY THE PARTIES

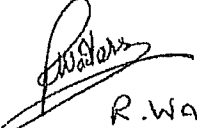
SIGNED BY AND ON BEHALF OF

QINETIQ LIMITED

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M.S. HARRIS

SIGNED BY AND ON BEHALF OF

ATLAS ELEKTRONIK UK LIMITED

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R. WATERS