

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
Teledyne Technologies Incorporated		02/04/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Teledyne Continental Motors, Inc.		
Street Address:	2039 Broad Street		
City:	Mobile		
State/Country:	ALABAMA		
Postal Code:	36615		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	0820497	CONTINENTAL	
Registration Number:	0786333	CONTINENTAL	
Registration Number:	2547164	CONTINENTAL	
CORRESPONDENCE DATA			
Fax Number:	(805)373-4450		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	8053734885		
Email:	wbillingsley@teledyne.com		
Correspondent Name:	Wendy K. Billingsley		
Address Line 1:	1049 Camino Dos Rios		
Address Line 4:	Thousand Oaks, CALIFORNIA 91360		
ATTORNEY DOCKET NUMBER:	100M-2010-006		
NAME OF SUBMITTER:	Wendy K. Billingsley		

CH \$90.00 0820497

900187345

**TRADEMARK
 REEL: 004504 FRAME: 0272**

Signature:	/Wendy K. Billingsley/
Date:	03/23/2011
Total Attachments: 5 source=2011TrademarkAssignmentContinental#page1.tif source=2011TrademarkAssignmentContinental#page2.tif source=2011TrademarkAssignmentContinental#page3.tif source=2011TrademarkAssignmentContinental#page4.tif source=2011TrademarkAssignmentContinental#page5.tif	

TRADEMARK ASSIGNMENT AND ASSUMPTION AGREEMENT

This **TRADEMARK ASSIGNMENT AND ASSUMPTION AGREEMENT** (this "**Assignment**") is made as of February 4, 2011, by and between Teledyne Technologies Incorporated, a Delaware corporation ("**Assignor**") and Teledyne Continental Motors, Inc., a Delaware corporation ("**Assignee**").

WHEREAS, the parties have entered into that certain Purchase Agreement by and among Assignor, Technify Motor (USA) Ltd. ("**Technify**") and AVIC International Holding Corporation, dated December 11, 2011 (the "**Purchase Agreement**"), whereby Assignor agreed to sell to Technify all of Seller's right title and interest in and to all of the issued and outstanding Continental Stock and Mattituck Stock;

WHEREAS, Assignor is party to that certain Agreement, dated June 24, 2009, by and between Continental Aktiengesellschaft, a German joint stock company ("**Continental AG**"), and Assignor (the "**Agreement**");

WHEREAS, the Agreement governs, among other things, the use of various U.S. and international trademark registrations for marks consisting of or incorporating the term CONTINENTAL by Assignor of which Assignor is the record owner (the "**Marks**");

WHEREAS, pursuant to the Purchase Agreement, the names "**Continental Motors**", "**Continental**" and, subject to Section 2.2(f) of the Purchase Agreement, any derivative thereof and the Marks that consist of or incorporate the term CONTINENTAL set forth on Exhibit A (the "**Transferred Marks**") shall be transferred from Assignor to Assignee upon the closing of the transactions contemplated by the Purchase Agreement (the "**Closing**");

WHEREAS, Assignor desires to transfer, convey and set over to Assignee, and Assignee desires to acquire, accept and assume, all of Assignor's right, title and interest in and to the Agreement; and

WHEREAS, capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises, the terms and conditions set forth herein and in the Purchase Agreement, the mutual benefits to be gained by the performance hereof and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Effective as of the Closing, Assignor transfers, conveys and sets over to Assignee, and Assignee acquires, accepts and assumes, all of Assignor's right, title and interest in and to the Agreement.
2. Effective as of the Closing, Assignee assumes and becomes responsible for, and thereafter will perform, and discharge when due, the responsibilities, duties and obligations of Assignor under the Agreement.

3. From and after the Closing, Assignee shall indemnify Assignor, its Affiliates and their respective officers, directors, agents, successors and assigns (the "Indemnified Parties") in respect of, and hold them harmless from and against, any and all losses, expenses, fees, costs, damages, fines, penalties and other liabilities suffered, incurred or sustained by an Indemnified Party by reason of or resulting from any breach or violation of the Agreement by Assignee following the Closing.
4. Assignor and Assignee agree to give notice of this Assignment to Continental AG promptly following the execution of this Assignment as may be required pursuant to Section 13.7 of the Agreement.
5. Notwithstanding anything contained herein to the contrary, in the event that the transactions contemplated by the Purchase Agreement are terminated or are otherwise not consummated, this Assignment shall have no further force or effect.
6. Assignor and Assignee shall execute and deliver, or cause to be executed and delivered, from time to time hereafter, upon request, all such further documents and instruments and shall do and perform all such acts as may be reasonably necessary to give full effect to the intent of this Assignment.
7. The terms of this Assignment shall be binding upon, and inure to the benefit of and be enforceable by the respective successors and permitted assigns of the parties hereto; and
8. This Assignment shall be construed and enforced in accordance with and governed by the Laws of the State of Delaware without regard to the conflicts of Laws provisions thereof.

[Signatures appear on the following page]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed and delivered as of the date first written above.

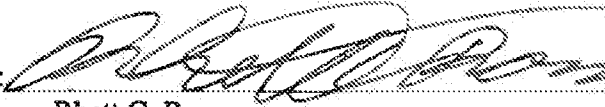
TELEDYNE TECHNOLOGIES INCORPORATED

By: 
Melanie S. Cibik

Name: _____
Vice President, Associate General Counsel and

Title: Assistant Secretary

TELEDYNE CONTINENTAL MOTORS, INC.

By: 
Rhett C. Ross

Name: _____
President

Title: _____

Exhibit A

Transferred Marks

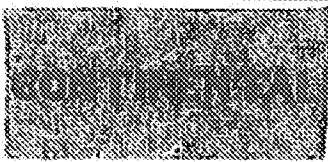
Docket ID	Title	App No.	Date Filed	Reg No.	Reg. Date	Next Renewal Date
TCM Piston Engines (owned by Teledyne Technologies Incorporated and licensed by TCM)						
				267506		
402T-2007-002AR	CONTINENTAL (script)	1985931	29-Jun-95	1603765	26-Jun-96	3-Feb-17
402T-2007-003BR	CONTINENTAL	822956284	22-Jan-01			
402T-2007-003CA	CONTINENTAL	0220049	06-Jun-53	50859	06-Jun-53	6-Jun-13
402T-2007-003DE	CONTINENTAL	721144/12	24-Jun-81	1071313	12-Dec-84	24-Jun-11
402T-2007-003ES	CONTINENTAL	2,545,233-9	10-Jun-03	2545233	10-Jun-03	10-Jun-13
402T-2007-003FI	CONTINENTAL	4412/65	22-Dec-65	58259	21-Apr-71	21-Apr-11
402T-2007-003GB	CONTINENTAL	947753	02-Sep-69	947753	19-Jun-73	2-Sep-14
402T-2007-003GR	CONTINENTAL	122782	02-Feb-95	122782	17-Oct-97	2-Feb-15
402T-2007-003SE	CONTINENTAL	864/53	13-Apr-53	76379	23-Jul-54	23-Jul-14
402T-2007-003US1	CONTINENTAL	72/166070	04-Apr-63	0820497	13-Dec-66	13-Dec-16
402T-2007-003US2	CONTINENTAL	72/197,088	06-Jul-64	786333	09-Mar-65	9-Mar-15
402T-2007-003US3	CONTINENTAL	76/255,007	10-May-01	2547164	12-Mar-02	12-Mar-12

EXHIBIT A
TO
TRADEMARK ASSIGNMENT AND ASSUMPTION AGREEMENT

TRADEMARK
REEL: 004504 FRAME: 0277

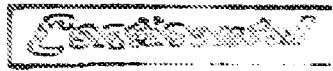

Docket ID	Title	App No.	Date Filed	Reg No.	Reg. Date	Next Renewal Due
402T-2007-003VE2	CONTINENTAL	5550-77	29-Jul-77	93.351-F	24-Jan-80	24-Jan-15
						
402T-2007-004AT	CONTINENTAL (stylized)	AM2490/94	30-Nov-94	155255	30-Nov-94	30-Nov-14
402T-2007-004AU1	CONTINENTAL (stylized)	113830	30-Apr-53	113830	30-Apr-53	30-Apr-19
						
402T-2007-004AU2	CONTINENTAL (stylized)	361627	17-Jun-81	361627	17-Jun-81	17-Jun-12
402T-2007-004BX	CONTINENTAL (stylized)	830810	20-Jul-94	555972	20-Jul-94	20-Jul-14
402T-2007-004CH	CONTINENTAL (stylized)	6277/1994.9	16-Sep-94	424673	15-Jul-96	16-Sep-14
402T-2007-004FR	CONTINENTAL (stylized)	61396	15-Apr-53	1600338	15-Apr-53	27-Jun-10
402T-2007-004IE	CONTINENTAL (stylized)	292/53	28-Apr-53	57417	13-Jul-55	28-Apr-19
402T-2007-004IT	CONTINENTAL (stylized)	RM94C003284	22-Jul-94	732232	24-Oct-97	22-Jul-14
402T-2007-004NZ	CONTINENTAL (stylized)	53246	28-Apr-53	53246	17-Feb-56	28-Apr-16
402T-2007-004PR	CONTINENTAL (stylized)	52492	03-Apr-01	52492	03-Apr-01	3-Apr-11
402T-2007-004US2	CONTINENTAL (stylized)	71:569,815	03-Dec-48	537624	13-Feb-51	13-Feb-11

EXHIBIT A
TO
TRADEMARK ASSIGNMENT AND ASSUMPTION AGREEMENT

TRADEMARK
REEL: 004504 FRAME: 0278

RECORDED: 03/23/2011