

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		PSA Trademark License Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Thomson Industries, Inc.		04/21/2011	CORPORATION: NEW YORK
Joslyn Holding Company		04/21/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Meggitt-USA, Inc.		
Street Address:	1955 N. Surveyor Avenue		
City:	Simi Valley		
State/Country:	CALIFORNIA		
Postal Code:	93063		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0789637	THOMSON	
CORRESPONDENCE DATA			
Fax Number:	(212)836-8689		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	bsklar@kayescholer.com		
Correspondent Name:	Brandon N. Sklar c/o Kaye Scholer LLP		
Address Line 1:	425 Park Avenue		
Address Line 4:	New York, NEW YORK 10022-3598		
ATTORNEY DOCKET NUMBER:	41509-0056		
NAME OF SUBMITTER:	Brandon N. Sklar		
Signature:	/brandon n sklar/		
Date:	04/21/2011		

CH \$40.00 0789637

Total Attachments: 13

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PSA TRADEMARK LICENSE AGREEMENT

This PSA Trademark License Agreement (this "Agreement") is entered into as of _____, 2011 (the "Effective Date"), by and between Thomson Industries, Inc., a New York corporation and Joslyn Holding Company, a Delaware corporation (collectively, "Licensor") and Meggitt-USA, Inc., a Delaware corporation ("Licensee").

WHEREAS, Licensor is the owner of the trademark "THOMSON" and the registrations and applications therefor in the forms set forth on Schedule A attached hereto (the "THOMSON MARK") and the trademark "JOSLYN" and the registrations and applications therefor in the forms set forth on Schedule B attached hereto (the "JOSLYN MARK", together with the THOMSON MARK, the "LICENSED TRADEMARK(s)");

WHEREAS, Licensor and Licensee have entered into a certain Purchase Agreement dated January 18, 2011 and amended as of February 17, 2011 (the "Purchase Agreement") whereby Licensee purchased certain equity interests in, and certain assets and liabilities of, companies related to Licensor; and

WHEREAS, Licensor is willing to grant to the Licensee the right to use the LICENSED TRADEMARK(s) as set forth in this Agreement solely for use by Licensee in connection with Licensee's sale of the products included in the PSA Business (as such term is defined in the Purchase Agreement) (such products, the "LICENSED PRODUCTS"), such use subject to the terms and conditions of this Agreement. For the avoidance of doubt, LICENSED PRODUCTS do not include pyrotechnic components and systems that are integrated into tactical and strategic missiles, launch and space vehicles, aerospace actuation, safety and egress systems, military vehicle protection and vehicle arresting systems, weapons, countermeasures, petroleum exploration applications, and services related to such products, the foregoing sold or under development by Licensor and its Affiliates prior to the date of this Agreement under the LICENSED TRADEMARK(s) (referred to as the "EMC" products and services).

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein and in the Purchase Agreement, the parties, intending to be legally bound, hereto agree as follows:

ARTICLE 1

GRANT OF LICENSE

1.1 Subject to the terms and conditions set forth in this Agreement including, without limitation, Section 1.3, Licensor hereby grants to the Licensee, and the Licensee hereby accepts, an exclusive, worldwide, limited, royalty-free, perpetual (except as set forth in Article 4) license to use the LICENSED TRADEMARK(s) solely in connection with the marketing and sale of the LICENSED PRODUCTS.

1.2 Licensee may exercise the foregoing license through its Affiliates (as defined in the Purchase Agreement). All such uses of the LICENSED TRADEMARK(s) by an Affiliate of Licensee shall be deemed use by Licensee. Licensee shall be responsible and liable for the acts and omissions of Licensee's Affiliates in connection with Licensee's Affiliates use of the

LICENSED TRADEMARK(s) as if such acts and omissions were the acts and omissions of Licensee.

1.3 Notwithstanding anything to the contrary set forth in this Agreement, Licensee may only use the THOMSON MARK (i) solely in conjunction with the words "Aerospace & Defense" or "A&D" and (ii) only in the corporate name "Thomson Bay Company LLC" and only for so long as such corporate entity is solely engaged in the business of marketing and selling LICENSED PRODUCTS. Notwithstanding anything to the contrary set forth in this Agreement, Licensee may only use the JOSLYN MARK (i) solely in conjunction with the word "Sunbank" and (ii) only in the corporate name "Joslyn Sunbank Company LLC" and only for so long as such corporate entity is solely engaged in the business of marketing and selling LICENSED PRODUCTS. Any such use shall be solely in the same manner and same form as used in connection with the LICENSED PRODUCTS prior to the date of this Agreement. For the avoidance of doubt, Licensee may not use the LICENSED TRADEMARK(s) as standalone trademarks or in connection with any other word or mark or any other corporate names (other than as set forth in this Section).

1.4 All licenses granted herein shall be non-sublicensable, nontransferable and nonassignable without the prior written consent of Licensor.

1.5 Licensor expressly reserves the right to retain for itself and/or its Affiliates (as defined in the Purchase Agreement) and/or to grant to any other person(s) a license(s) of any scope, in any geographical area(s), for any use(s), and for any goods or services other than the LICENSED PRODUCTS. Except as expressly provided in Section 1.1, no license by implication is granted by this Agreement, or by the actions or inaction of Licensor. Any and all rights not expressly granted to Licensee in this Agreement are reserved by Licensor.

ARTICLE 2

OWNERSHIP AND USE OF THE LICENSED TRADEMARKS

2.1 The Licensee acknowledges that Licensor owns and will continue to own the LICENSED TRADEMARK(s) and all rights therein and all goodwill associated therewith. Nothing in this Agreement shall give the Licensee any right, title or interest in or to the LICENSED TRADEMARK(s) other than the express license granted in this Agreement. The goodwill associated with the use of the LICENSED TRADEMARK(s) by Licensee shall inure to the sole benefit of Licensor.

2.2 The Licensee agrees that it will do nothing inconsistent with Licensor's ownership of the LICENSED TRADEMARK(s) and shall not claim adversely to Licensor, or assist any third party in attempting to claim adversely to Licensor, with regards to such ownership. The Licensee agrees that it will not challenge, in any country or jurisdiction, Licensor's title to or ownership of the LICENSED TRADEMARK(s) or any rights therein, oppose any registration or application for the registration of any LICENSED TRADEMARK(s), or challenge the validity of the LICENSED TRADEMARK(s), this Agreement or the licenses granted herein. Furthermore, the Licensee will not, in any country or jurisdiction, register, nor attempt to register, any trademark, service mark, name or trade name which, in whole or in part,

incorporates all or any portion of the LICENSED TRADEMARK(s) or which is confusingly similar to any LICENSED TRADEMARK(s). Licensee shall not use the LICENSED TRADEMARK(s) in any manner that injures or damages the goodwill associated with the LICENSED TRADEMARK(s) or Licensor or its Affiliates (as defined in the Purchase Agreement).

2.3 Licensee may not, and Licensee is not authorized to, use the LICENSED TRADEMARK(s) in connection with any business, activity, goods or services other than the LICENSED PRODUCTS. For the avoidance of doubt, use of the LICENSED TRADEMARK(s) by Licensee or any of its Affiliates or any other entity, now existing or later acquired, not directly involved in the marketing and sale of the LICENSED PRODUCTS is not authorized.

2.4 For the avoidance of doubt, nothing in this Agreement shall be deemed to include any rights or licenses being granted to the Licensee with respect to any other trademark, service mark, name and/or trade name not listed on Schedules A and B hereto.

ARTICLE 3

QUALITY PROVISIONS

3.1 Licensee shall at all times during the term of this Agreement: (i) observe high standards of quality in the production of LICENSED PRODUCTS in which the LICENSED TRADEMARK(s) are displayed or used, as required to maintain the level of quality associated with the LICENSED TRADEMARK(s); (ii) comply with all quality standards for such LICENSED PRODUCTS communicated by Licensor to Licensee in writing from time to time; and (iii) cooperate with Licensor, and provide Licensor with reasonable assistance, as required to enable Licensor to exercise control over the quality of the LICENSED PRODUCTS and maintain the level of quality associated with the LICENSED TRADEMARK(s). In addition, Licensee's use of the LICENSED TRADEMARK(s) (a) shall be in the same form and the same manner as used in connection with the LICENSED PRODUCTS prior to the date of this Agreement and (b) shall be with standards of quality (including as to the quality of the LICENSED PRODUCTS) at least the same as the quality standards in effect for use of the LICENSED TRADEMARK(s) as of the date of this Agreement.

3.2 In order to monitor and maintain the quality of the LICENSED TRADEMARK(s) the Licensee shall, upon Licensor's reasonable request and at Licensor's expense, (i) supply or give Licensor access to samples of any LICENSED PRODUCTS sold or otherwise disposed of by the Licensee that include the LICENSED TRADEMARK(s) and (ii) permit reasonable inspection during business hours by an authorized representative of Licensor of the Licensee's facilities to inspect the Licensee's operations, methods of manufacture, materials used, storage and packing areas, and the like, associated with the manufacture of LICENSED PRODUCTS that include the LICENSED TRADEMARK(s).

3.3 The Licensee shall deliver to Licensor, upon Licensor's request and without charge to Licensor, representative samples of labels, containers, advertisements, catalogs and the like, using the LICENSED TRADEMARK(s) to enable Licensor to ensure that the LICENSED

TRADEMARK(s) are used only in a manner set forth on Schedules A and B and that such use complies with the terms and conditions in this Agreement.

3.4 Licensee shall comply with all applicable federal, state and local laws and regulations relating to the proper use of legends and proprietary notices and designation of the LICENSED TRADEMARK(s). Licensee agrees that whenever a LICENSED TRADEMARK is used, (i) Licensee shall clearly indicate that Licensor is the owner of the LICENSED TRADEMARK, and (ii) Licensee will include the appropriate "TM", "SM" or R inside a circle, as specified by Licensor.

ARTICLE 4

DURATION OF LICENSE AND TERMINATION

4.1 This Agreement and the license granted herein shall be effective as of the Effective Date and shall remain in effect in perpetuity unless earlier terminated pursuant to this Article 4.

4.2 In the event that the Licensee breaches any material provision of this Agreement, Licensor shall have the right to terminate this Agreement if (i) Licensor has given written notice to the Licensee of such breach and (ii) such breach shall remain uncured for thirty (30) days following the date of such notice.

4.3 Licensor shall have the right to immediately terminate this Agreement, or any or all licenses granted herein, upon written notice to the Licensee (i) in the event of a liquidation, dissolution, winding-up, sale, consolidation or merger where the Licensee is not the survivor, (ii) upon the appointment of a receiver for Licensee or upon the filing by Licensee of a petition under the Federal Bankruptcy Act or sixty (60) days after the filing of an involuntary bankruptcy petition by where such petition has not been vacated, (iii) if Licensee discontinues the promotion, marketing, sale, offer for sale and distribution of the LICENSED PRODUCTS in connection with the LICENSED TRADEMARK(s) for more than ninety (90) days, or (iv) if Licensee's use of any LICENSED TRADEMARK or any act or omission of Licensee or any of its Affiliates (as defined in the Purchase Agreement) denigrates, disparages, tarnishes, ridicules, dilutes, demeans or otherwise materially adversely effects the LICENSED TRADEMARK(s), or Licensor or any of its Affiliates or the business, goodwill, reputation or image of any of the foregoing.

4.4 Upon the termination of this Agreement or the termination of a license granted hereunder, the applicable licenses granted in this Agreement shall terminate and Licensee shall have no further right to use the LICENSED TRADEMARK(s) or any corporate name that includes the LICENSED TRADEMARK(s), and shall cease using any such corporate names or refrain from promoting, marketing, selling, offering for sale and distributing any LICENSED PRODUCT bearing the LICENSED TRADEMARK(s) unless the LICENSED TRADEMARK(s) is(are) first removed, struck over or otherwise obliterated. The Licensee will, within thirty (30) days after the termination of the Agreement or a license granted hereunder, destroy or deliver to Licensor, as directed by Licensor, all designs, labels, packaging and other promotional and collateral materials, and advertising materials of every kind using the affected LICENSED TRADEMARK(s). However, Licensee shall be permitted ninety (90) days after the

termination of this Agreement to exhaust existing inventory and phase out use of the LICENSED TRADEMARK(s).

ARTICLE 5

WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY

5.1 THE RIGHTS AND LICENSE GRANTED TO LICENSEE HEREUNDER ARE PROVIDED "AS IS", AND LICENSOR HEREBY EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, VALIDITY, REGISTRABILITY, TITLE OR NON-INFRINGEMENT AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE), AND, LICENSOR ASSUMES NO RESPONSIBILITY OF ANY KIND WHATSOEVER WITH RESPECT TO LICENSEE'S USE OF THE LICENSED TRADEMARK(S).

5.2 IN NO EVENT SHALL LICENSOR BE LIABLE HEREUNDER, WHETHER IN AN ACTION IN NEGLIGENCE, CONTRACT OR TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE FOR LOSS OF PROFITS, REVENUE OR BUSINESS OPPORTUNITY, OR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

ARTICLE 6

PROTECTION

6.1 The Licensee shall promptly notify Licensor of any and all material infringements, imitations, simulations or other illegal use or misuse of the LICENSED TRADEMARK(s) which come to the Licensee's attention. As the sole owner of the LICENSED TRADEMARK(s), Licensor shall determine, in Licensor's sole discretion, whether to take any action to prevent the infringement, imitation, simulation or other illegal use or misuse of the LICENSED TRADEMARK(s).

6.2 The Licensee shall render Licensor all reasonable assistance requested by Licensor in connection with any matter pertaining to the protection, enforcement or infringement of LICENSED TRADEMARK(s), whether in the courts, administrative or quasi-judicial agencies, or otherwise and Licensor will reimburse Licensee for documented out-of-pocket costs pre-approved by Licensor in writing and incurred by Licensee in connection with rendering such assistance.

ARTICLE 7

INDEMNIFICATION

7.1 The Licensee agrees to indemnify and hold harmless Licensor, its Affiliates (as defined in the Purchase Agreement) and each of their respective directors, officers and employees from and against any and all claims, demands, suits, actions or proceedings for all liabilities, losses, damages, costs and expenses (including, without limitation, reasonable attorneys' fees) and all other Losses (as defined in the Purchase Agreement) suffered or incurred by any indemnified party arising out of, related to or connected with Licensee's use of the LICENSED TRADEMARK(s) or the manufacture or sale of LICENSED PRODUCTS bearing a LICENSED TRADEMARK(s), including, without limitation, death, injury to persons or damage to property, product liability, tort liability or any other suits, claims, demands, proceedings or actions arising out of, related to or in connection with the use by the Licensee of the LICENSED TRADEMARK(s) or the manufacture or sale of the LICENSED PRODUCTS.

7.2 Licensor shall have no obligation to defend, indemnify or hold harmless Licensee or any other person or entity in connection with any third party claims, suit, actions, proceedings or demands arising out of, related to or connected with this Agreement, the LICENSED TRADEMARK(s) or Licensee's use of the LICENSED TRADEMARK(s).

ARTICLE 8

MISCELLANEOUS

8.1 **Entire Agreement.** This Agreement (including the Schedules hereto) constitute the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings between the parties with respect to such subject matter. This Agreement is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder, other than Licensee's Affiliates being able to use the LICENSED TRADEMARK(s) as provided in and subject to the terms and conditions in this Agreement.

8.2 **Assignment.** This Agreement may not be assigned nor transferred by the Licensee without the prior written consent of Licensor, such consent not to be unreasonably withheld, except that Licensee may assign its rights, benefits and obligations under this Agreement to an Affiliate or to any person that acquires, by purchase of stock, purchase of assets, merger, or other form of transaction, all or substantially all of the business and assets of Licensee relating to this Agreement (including an assignment in part with respect to the THOMSON MARK alone in connection with the acquisition by any person of all or substantially all of the business and assets of Licensee relating to such mark and/or the JOSYLN MARK alone in connection with the acquisition by any person of all or substantially all of the business and assets of Licensee relating to such mark).

8.3 **Survival.** Articles 2, 5, 7 and 8 and Section 4.4 of this Agreement shall survive any termination of this Agreement.

8.4 **Waiver and Amendment.** This Agreement may be amended, modified or supplemented only by a written mutual agreement executed and delivered by Licensor and Licensee. Except as otherwise provided in this Agreement, any failure of any party to comply with any obligation, covenant, agreement or condition herein may be waived by the party entitled

to the benefits thereof only by a written instrument signed by the party granting such waiver, but such waiver or failure to insist upon strict compliance with such obligations, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

8.5 **Injunctive Relief.** The Licensee acknowledges that monetary relief would not be an adequate remedy for a breach or threatened breach by the Licensee of the provisions of this Agreement and that Licensor shall be entitled to the enforcement of this Agreement by injunction, specific performance or other equitable relief, without prejudice to any other rights and remedies that Licensor may have.

8.6 **Disclaimer of Agency, Partnership and Joint Venture.** Nothing in this Agreement shall constitute or be deemed to constitute a partnership or joint venture between the parties hereto or constitute or be deemed to constitute any party the agent or employee of the other party for any purpose whatsoever and neither party shall have authority or power to bind the other or to contract in the name of, or create a liability against, the other in any way or for any purpose.

8.7 **Severability.** If any provision of this Agreement or the application of any such provision to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof.

8.8 **Notices.** All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally, when sent by confirmed cable, telecopy, telegram, facsimile or via electronic mail (with a notice contemporaneously given by another method specified in this Section), when sent by overnight courier service or when mailed by certified or registered mail, return receipt requested, with postage prepaid to the parties at the following addresses (or at such other address for a party as shall be specified by like notice).

If to Licensor, to:

2099 Pennsylvania Avenue, NW
Washington, DC 20006
Facsimile: (202) 419-7676
Attention: Attila I. Bodi
E-mail: attila.bodi@danaher.com

with copies (which shall not constitute notice), in the case of notice to Seller, to:

Kirkland & Ellis LLP
601 Lexington Avenue
New York, NY 10022
Facsimile: (212) 446-4900
Attention: Daniel E. Wolf

Yi (Claire) Sheng

E-mail:
daniel.wolf@kirkland.com
claire.sheng@kirkland.com

If to the Licensee, to:

Meggitt-USA, Inc.
1955 N. Surveyor Avenue
Simi Valley, CA 93063
Facsimile: (805) 584-4182
Attn: Eric G. Lardiere
E-mail:eric.lardiere@meggitt.com

with copies (which shall not
constitute notice), in the case of
notice to Seller, to:

Kaye Scholer LLP
1999 Avenue of the Stars, Suite
1700
Los Angeles, CA 90067
Facsimile: (310) 788 – 1200
Attn: Barry L. Dastin
Glenn D. Smith
E-mail: bdastin@kayescholer.com
gsmith@kayescholer.com

8.9 **Governing Law.** This Agreement, and all claims, disputes, controversies or causes of action (whether in contract, tort, equity or otherwise) that may be based upon, arise out of or relate to this Agreement (including any schedule or exhibit hereto) or the negotiation, execution or performance of this Agreement (including any claim, dispute, controversy or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), shall be governed by and construed in accordance with the internal Laws, and not the Laws governing conflicts of Laws (other than Sections 5-1401 and 5-1402 of the New York General Obligations Law), of the State of New York.

8.10 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed, shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument binding upon all of the parties hereto notwithstanding the fact that all parties are not signatory to the original or the same counterpart. For purposes of this Agreement, facsimile or other electronic signatures shall be deemed originals, and the parties agree to exchange original signatures as promptly as possible.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or agents as of the Effective Date.

Thomson Industries, Inc.

Joslyn Holding Company

By: James F. O'Reilly

By: James F. O'Reilly

Name: James F. O'Reilly

Name: James F. O'Reilly

Title: Vice President & Secretary

Title: Vice President & Secretary

Meggitt-USA, Inc.

By: _____

Name: _____

Title: _____

[PSA Trademark License Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or agents as of the Effective Date.

Thomson Industries, Inc.

Joslyn Holding Company

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

Meggitt-USA, Inc.

By: 

Name: Eric G. Lardiere

Title: Sr. Vice President, Secretary
and General Counsel

[PSA Trademark License Agreement]

SCHEDULE A
THOMSON MARK

THOMSON

Mark	Jurisdiction	Application No.	Registration No.
THOMSON	Benelux	00023945	0095254
THOMSON	Canada	723838-00	TMA467200
THOMSON	Italy	MI2005C009657	1137505
THOMSON	Italy	MI1996C005156	750347
THOMSON	Italy	MI1996C004744	749991
THOMSON	Mexico	149852	654072
THOMSON	Mexico	149849	445768
THOMSON	Mexico	149851	858891
THOMSON	Switzerland	07101/1985	P-343565
THOMSON	United Kingdom	712919	712919
THOMSON	US	72/187,815	789,637

SCHEDULE B
JOSLYN MARK

JOSLYN