

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM442350

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SIS Live Limited		12/21/2016	Private Limited Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	General Dynamics SATCOM Technologies, Inc.		
Street Address:	1700 Cable Drive NE		
City:	Conover		
State/Country:	NORTH CAROLINA		
Postal Code:	28613		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4612017	DRIVEFORCE	
Registration Number:	4479754	MANPAK	
Registration Number:	4063310	UPAK	
CORRESPONDENCE DATA			
Fax Number:	2022987570		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	202-625-3500		
Email:	kattendctm@kattenlaw.com		
Correspondent Name:	Michael Justus - Katten Muchin Rosenman		
Address Line 1:	2900 K Street, NW		
Address Line 2:	North Tower, Suite 200		
Address Line 4:	Washington, D.C. 20007-5118		
ATTORNEY DOCKET NUMBER:	320001-00013		
NAME OF SUBMITTER:	Michael R. Justus		
SIGNATURE:	/Michael R. Justus/		
DATE SIGNED:	09/07/2017		
Total Attachments: 8			
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THIS DEED is made on 21 December 2016

BETWEEN:

- (1) **SIS LIVE LIMITED** (No 05075598) whose registered office is at Unit 1/2 Whitehall Avenue, Kingston, Milton Keynes, Buckinghamshire, MK10 0AX ("**Assignor**");
- (2) **GENERAL DYNAMICS SATCOM TECHNOLOGIES, INC.** incorporated in the State of Delaware with offices at 1700 Cable Drive NE, Conover, NC 28613, United States ("**Assignee**").

WHEREAS:

- (A) By the Main Agreement (as defined below) the Assignor has agreed to assign to the Assignee the intellectual property rights shown in the Schedules to this agreement.

IT IS AGREED:

1 Interpretation

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions:

"**Assigned Rights**" means the Trade Marks and Registered Designs set out in Schedule 1 and Schedule 2;

"**Business Day**" means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;

"**Main Agreement**" means an asset purchase agreement dated on or about the date of this agreement between the Assignor, the Assignee and Satellite Information Services Limited;

"**Registered Designs**" means the registered designs and the applications short particulars of which are set out in Schedule 1;

"**Trade Marks**" means the registered trade marks short particulars of which are set out in Schedule 2;

1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.

1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.

1.5 This agreement shall be binding on, and enure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.

- 1.6 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

2 Assignment

- 2.1 Pursuant to and for the consideration set out in the Main Agreement, the Assignor hereby assigns to the Assignee absolutely with full title guarantee all its right, title and interest in and to the Assigned Rights, including:
- 2.1.1 the absolute entitlement to any registrations granted pursuant to any of the applications comprised in the Registered Designs;
 - 2.1.2 all goodwill attaching to the Trade Marks and in respect of the business relating to the goods or services in respect of which the Trade Marks are registered or used; and
 - 2.1.3 the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the Assigned Rights whether occurring before, on, or after the date of this agreement.

3 Further assurance

- 3.1 At the Assignee's expense, the Assignor shall, and shall use all reasonable endeavours to procure that any necessary third party shall, execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this agreement, including assisting the Assignee as necessary:
- 3.1.1 with the registration of the Assignee as applicant or (as applicable) proprietor of the Assigned Rights; and
 - 3.1.2 in obtaining, defending and enforcing the Assigned Rights.

4 Waiver

- 4.1 No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

5 Entire agreement

- 5.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 5.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

6 Variation

6.1 No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

7 Counterparts

7.1 This agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

7.2 Transmission of an executed counterpart of this agreement (but for the avoidance of doubt not just a signature page) by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this agreement. If either method of delivery is adopted, without prejudice to the validity of the agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

8 Third party rights

8.1 No one other than a party to this agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

9 Governing law

9.1 This agreement shall be governed by and construed in accordance with English law. Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England over any claim or matter arising under or in connection with this agreement (including any non-contractual dispute or claim).

This deed has been entered into on the date stated at the beginning of it.

Schedule 1

Registered Designs

Registered Design (IPO Account Number D05190)						
Design Rights						
	Applied	Application Reciept	Ref #	Registered	Appl Cost	Owner
DriveForce 1.8	06/02/2013	08/05/2013	4029544	yes	£60.00	MN
ManPak	06/02/2013	08/05/2013	4029546	yes	£60.00	MN
uPak				Applied		
uPod	06/02/2013	08/05/2013	4029542	yes	£60.00	MN
uPod Tr	06/02/2013	08/05/2013	4029543	yes	£60.00	MN
LoStow				Applied		

Schedule 2

Trade Marks

COUNTRY	TRADEMARK	APPLICATION NO	APPLICATION DATE	REGISTRATION NO	REGISTRATION DATE	NEXT RENEWAL DUE
EUTM	DRIVEFORCE	10797249	10-Apr-12	10797249	10-Apr-12	10-Apr-22
United States of America	DRIVEFORCE	85/739,770	27-Sep-12	4612017	30-Sep-14	30-Sep-24
EUTM	LoStow	13033361	26-Jun-14	13033361	18-Nov-14	26-Jun-24
EUTM	MANPAK	10797215	10-Apr-12	10797215	31-Oct-12	10-Apr-22
United States of America	MANPAK	85/739,418	26-Sep-12	4479754	11-Feb-14	11-Feb-24
Australia	UBOOK	1288604	10-Mar-09	1288604	20-Nov-09	10-Mar-19
China	UBOOK	7256440	16-Mar-09	7256440	07-Oct-10	06-Oct-20
EUTM	UBOOK	7254865	23-Sep-08	7254865	20-Aug-09	23-Sep-18
Hong Kong	UBOOK	301299916	06-Mar-09	301299916	09-Mar-09	08-Mar-19
Japan	UBOOK	2009-17050	10-Mar-09	5303752	26-Feb-10	26-Feb-20
New Zealand	UBOOK	803472	10-Mar-09	803472	23-Sep-08	23-Sep-18
New Zealand	UBOOK	803473	10-Mar-09	803743	23-Sep-08	23-Sep-18
Singapore	UBOOK	T09/023981	09-Mar-09	T09/023981	09-Mar-09	09-Mar-19
United States of America	UBOOK	77690362	13-Mar-09	3776919	20-Apr-10	20-Apr-20
EUTM	UPAK	8945875	11-Mar-10	8945875	02-Sep-10	11-Mar-20
United States of America	UPAK	85307261	28-Apr-11	4063310	29-Nov-11	29-Nov-21
Australia	uPod	1156739	17-Jan-07	1156739	16-Aug-08	17-Jan-17
China	uPod	7284493	27-Mar-09	7284493	14-Apr-11	13-Apr-21

China	uPod	7284490	27-Mar-09	7284490	14-Oct-10	13-Oct-20
EUTM	uPOD	3604436	17-Dec-03	3604436	16-Nov-05	17-Dec-23
Hong Kong	uPod	301299925	09-Mar-09	301299925	09-Mar-09	08-Mar-19
Hong Kong	uPod	301303758	13-Mar-09	301303758	15-Mar-09	12-Mar-19
Japan	uPod	2009-20651	23-Mar-09	609048772	29-Nov-13	29-Nov-23
* New Zealand	uPod	762347	23-Jan-07	762347	15-Sep-06	15-Sep-16
* New Zealand	uPod	762348	23-Jan-07	762348	15-Sep-06	15-Sep-16
* New Zealand	uPod	762349	23-Jan-07	762349	15-Sep-06	15-Sep-16
* New Zealand	uPod	762350	23-Jan-07	762350	15-Sep-06	15-Sep-16
* New Zealand	uPod	762351	23-Jan-07	762351	15-Sep-06	15-Sep-16
* New Zealand	uPod	762352	23-Jan-07	762352	15-Sep-06	15-Sep-16
* New Zealand	uPod	762353	23-Jan-07	762353	15-Sep-06	15-Sep-16
Singapore	uPod	T09/02395D	09-Mar-09	T09/02395D	09-Mar-09	09-Mar-19
Singapore	uPod	T09/02744E	16-Mar-09	T09/02744E	16-Mar-09	16-Mar-19
United Kingdom	uPod	2432721	15-Sep-06	2432721	15-Sep-06	15-Sep-26
United States of America	uPod	77/005,636	22-Sep-08	3820033	20-Jul-10	20-Jul-20

* These trade marks were not renewed by the renewal date of 15 September 2016 but can the trade marks can be restored by paying submitting an application for renewal and paying the renewal fee within 12 months from the date of expiry of the trade mark, being 15 September 2017.

Signed as a deed by **SIS LIVE LIMITED** acting)
by a director in the presence of:)

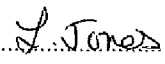


)
Director's signature

..... **DAVID D. MEINELL**

Director's name

Witness' signature:



Witness' name:

..... **LARAINÉ JONES**

Witness' address:

..... **C/O I. WHITEHALL AVENUE**

..... **KINGSTON**

..... **HILTON KEYNES N.K.10.0AX**

Witness' occupation:

..... **PERSONAL ASSISTANT**

Signed as a deed by **GENERAL**)
DYNAMICS SATCOM TECHNOLOGIES,)
INC. a company incorporated in the State of)
Delaware, by Mark Rayha, being a person)
who, in accordance with the laws of that)
state, is acting under the authority of the)
company)

.....
Authorised signatory

