

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM450602

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
General Atomics Electronic Systems, LLC		10/26/2013	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	General Atomics		
Street Address:	3550 General Atomics Court		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92121		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2288741	TMS3000	
CORRESPONDENCE DATA			
Fax Number:	2136291033		
<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:	(213)488-7100		
Email:	roger.wise@pillsburylaw.com		
Correspondent Name:	PILLSBURY WINTHROP SHAW PITTMAN LLP		
Address Line 1:	725 S. FIGUEROA ST.		
Address Line 2:	SUITE 2800		
Address Line 4:	LOS ANGELES, CALIFORNIA 90017-5406		
NAME OF SUBMITTER:	Roger R. Wise		
SIGNATURE:	/Roger R. Wise/		
DATE SIGNED:	11/10/2017		
Total Attachments: 4			
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DISTRIBUTION AGREEMENT

This DISTRIBUTION AGREEMENT (this "Agreement") is effective as of October 26, 2013, by and between General Atomics Electronic Systems, LLC, a California limited liability company ("Distributor"), and General Atomics, a California corporation ("Parent").

W I T N E S S E T H:

WHEREAS, Parent is the sole member of Distributor;

WHEREAS, Distributor desires to distribute, assign, transfer and convey to Parent (the "Distribution") all of Distributor's right, title and interest as of the date hereof in, to and obligations under all assets listed on Schedule A attached hereto (collectively, the "Distribution Assets"), and Parent has agreed to accept the Distribution; and

WHEREAS, for federal income tax purposes the Distribution is a non-event since Distributor is disregarded as a separate entity from Parent.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Distributor hereby irrevocably distributes, assigns, transfers and conveys to Parent all of Distributor's right, title and interest in and to and obligations under the Distribution Assets.

2. Parent hereby accepts such distribution, assignment, transfer and conveyance of the Distribution Assets.

3. The parties hereto agree to execute and deliver all such further documents and instruments and to take all such further action as may be necessary or appropriate to effect the Distribution and carry out the purposes of this Agreement.

4. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement. A facsimile, PDF or other electronic signature of this Agreement shall be valid and have the same force and effect as a manually signed original.

5. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.


6. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to conflicts of laws or principles thereof.

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IN WITNESS WHEREOF, each of the parties hereto has executed and delivered this Agreement as of the date set forth above.

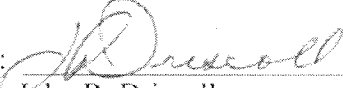
DISTRIBUTOR:

**GENERAL ATOMICS ELECTRONIC
SYSTEMS, LLC**

By: 
Marcel M. Danko
President

PARENT:

GENERAL ATOMICS

By: 
John R. Driscoll
Senior Vice President

[Signature Page to Distribution Agreement]

SCHEDULE A

Distribution Assets

1. Each of the agreements identified on Attachment 1; provided that the transfer of each such agreement shall become effective upon receipt of all required consents necessary to affect such transfer.
2. Unless not reasonably transferable by Distributor, all permits and licenses necessary to conduct the business of the Distributor (and/or its predecessor-in-interest) (the "Business") that may be assigned or otherwise transferred.
3. All tangible personal property.
4. All leasehold improvements.
5. That certain Net Lease with San Miguel Valley Corporation, dated as of July 16, 2010 for that certain real property located at 4990 Greencraig Lane, San Diego, California.
6. All patents (including all reissues, divisions, continuations, continuations-in-part and extensions thereof), patent applications, patent rights, trademarks, trademark registrations, trademark applications, service marks, trade names, trade dress, business names, brand names, domain names, copyrights, copyright registrations, designs, design registrations, together with all rights to any of the foregoing including all goodwill associated therewith, all foreign counterparts, all rights to claim priority thereto and all translations, adaptations, derivations and combinations of any of the foregoing, owned by Distributor, including, without limitation, the following:

Patent Application Number	Filing Date	Patent Registration Number	Issue Date	Country	Title of Invention	Expiration Date
08/302,191	7/28/1994	5,532,944	7/2/1996	USA	Multi-Channel Analysis System and Method using Digital Signal Processing	7/28/2014
11/185,414	7/20/2005	7,203,077	4/10/2007	USA	Resonant Charge Power Supply Topology For High Pulse Rate Pulsed Power Systems	7/20/2025
10/728,075	12/4/2003	7,005,954	2/28/2006	USA	High Current Long Life Inductor	12/4/2023

Trademark	Trademark Application #	Filing Date	Trademark Registration #	Issue Date	Country	Expiration Date
Dose-Gard	78/573,300	2/23/2005	3,060,267	2/21/2006	USA	2/21/2016
Enviro-Gard	78/597,575	3/29/2005	3,099,443	5/30/2006	USA	5/30/2016
General Atomics Electronic Systems, Inc.	78/453,732	7/20/2004	3,027,549	12/13/2005	USA	12/13/2015
HARDiTouch	78/628,809	5/12/2005	3,147,941	9/26/2006	USA	9/26/2016
* TMS3000	75/492,397	5/28/1998	2,288,741	10/26/1999	USA	10/26/2019
HARDiMeter	74/545,591	7/5/1994	1,914,687	8/29/1995	USA	9/6/2015
HARDiTerminal	73/451,606	11/7/1983	1,307,800	12/4/1984	USA	1/10/2015
CCS Commander	77/948,238	3/2/2010	3,860,188	10/12/2010	USA	10/12/2020
General Atomics Electronic Systems, Inc.	4109385	11/5/2004	004109385	1/19/2006	Europe	11/5/2014
Enviro-Gard	4920479	9/28/2005	4920479	9/7/2008	China	9/7/2018
General Atomics Electronic Systems, Inc.	4459198	1/11/2005	4459198	8/28/2008	China	8/27/2018
Enviro-Gard	2005-045226	9/28/2005	0657661	4/6/2006	Korea	4/6/2016
General Atomics Electronic Systems, Inc.	2005-076195	8/1/2005	4932370	2/24/2006	Japan	2/24/2016
General Atomics Electronic Systems, Inc.	1237781	11/18/2004	TMA671146	8/25/2006	Canada	8/25/2021
Enviro-Gard	1273997	9/29/2005	TMA727547	10/30/2008	Canada	10/30/2023
Enviro-Gard	4656237	9/28/2005	004656237	9/6/2006	Europe	9/28/2015
General Atomics Electronic Systems, Inc.	694202	12/17/2004	1074804	11/28/2008	Mexico	12/17/2014
Enviro-Gard	94046757	9/28/2005	1207001	5/1/2006	Taiwan	4/30/2016
General Atomics Electronic Systems, Inc.	93050663	11/2/2004	1176416	10/1/2005	Taiwan	10/1/2015
General Atomics Electronic Systems, Inc.	2004-0023819	11/5/2004	41-0157275	11/30/2007	Korea	11/30/2017
Dose-Gard	4594883	8/18/2005	004594883	9/6/2006	Europe	2/21/2016
Gulftronic	N/A	N/A	N/A	N/A	N/A	N/A

7. All trade secrets, confidential information, inventions, discoveries, know-how, formulae, practices, processes, procedures, ideas, specifications, engineering data, software, firmware, programs and source disks, source codes, in-house customizations and enhancements made to third party software programs (e.g., database programming, macros and customized reports), designs, composition services, research records, records of invention, test information, market surveys and marketing know-how and all media carrying any of the aforesaid ("Technology") owned by Distributor.