

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM469830

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Universal Avionics Systems Corporation		04/10/2018	Corporation:
RECEIVING PARTY DATA			
Name:	ESL Acquisition Subsidiary Corporation		
Street Address:	3260 East Universal Way		
City:	Tucson		
State/Country:	ARIZONA		
Postal Code:	85756		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	1241010	U	
Registration Number:	1262273	UNIVERSAL	
Registration Number:	1713306	1	
Registration Number:	1765635	UNS 1	
Registration Number:	2213196	UNILINK	
Registration Number:	3290698	VISION-1	
Registration Number:	3290745	VISION 1	
Registration Number:	3429418	SAFETY NEVER LOOKED BETTER	
Registration Number:	3429417	THE PERFECT FIT	
Registration Number:	3921377	FLIGHTREVIEW	
Registration Number:	4813132	INSIGHT	
Registration Number:	4735652	FLEXPERF	
Registration Number:	4486258	FLIGHTASSURE	
Serial Number:	87331548	INSIGHT CONNECT	
CORRESPONDENCE DATA			
Fax Number:	2026626291		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: (202)662-6000
Email: jaugsburger@cov.com
Correspondent Name: Covington & Burling LLP
Address Line 1: One CityCenter, 850 Tenth Street, NW
Address Line 2: Attn: Patent Docketing
Address Line 4: Washington, D.C. 20001

ATTORNEY DOCKET NUMBER:	031451.00009
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NAME OF SUBMITTER:	Jennifer Augsburger
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SIGNATURE:	/jennifer augsburger/
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DATE SIGNED:	04/13/2018
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Total Attachments: 8

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this “*Assignment*”) is entered into effective as of the 10th day of April, 2018 (the “*Effective Date*”) by Universal Avionics Systems Corporation, an Arizona corporation (“*Assignor*”), in favor of ESL Acquisition Subsidiary Corporation, a Delaware corporation and a directly wholly owned subsidiary of Elbit Systems, Ltd., an Israeli corporation (“*Assignee*”) (each a “*Party*,” and collectively the “*Parties*”).

WHEREAS, Assignor is the owner of the trademarks, service marks, trademark and service mark registrations and trademark and service mark applications appearing on Schedule A hereto (the “*Marks*”);

WHEREAS, Assignor, Assignee and Sagma Holdings Establishment, a Liechtenstein establishment, have executed that certain Asset Purchase Agreement, dated as of October 27, 2017, as amended by that First Amendment to Asset Purchase Agreement dated April 9, 2018 by and between Assignor and Assignee (the “*Purchase Agreement*”); and

WHEREAS, pursuant to the Purchase Agreement, Assignor desires to assign and Assignee desires to receive all of Assignor’s right, title and interest in and to all of the Marks and any and all goodwill associated therewith, and all applications and registrations for the foregoing.

NOW, THEREFORE, for the consideration set forth in the Purchase Agreement, Assignor hereby sells, assigns, transfers, conveys, grants and delivers to Assignee, all of Assignor’s worldwide right, title, and interest in and to each of the Marks, along with all goodwill associated with the Marks, including without limitation (i) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world, (ii) all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any of the foregoing, and (iii) all causes of action and enforcement rights with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including without limitation all rights to pursue damages, injunctive relief and other remedies for past, present and future infringement of the Marks, whether known, unknown, currently pending, filed, or otherwise, and including without limitation all rights to license and to collect and receive any damages, royalties, injunctive relief and settlements for such infringement of the Marks.

Assignor also hereby authorizes the respective trademark office or governmental agency in each jurisdiction to: (i) record and register this Assignment upon request by Assignee, and (ii) issue any and all trademarks or equivalent which may be granted upon any of the Marks in the name of Assignee, as the assignee to the entire interest therein.

This Assignment is subject to all the terms and conditions of the Purchase Agreement. Terms not defined in this Assignment will have the meaning set forth in the Purchase Agreement. To the extent this Assignment and the Purchase Agreement conflict in any way, the terms of the Purchase Agreement will control. This Assignment will be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

This Assignment shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the principles of conflicts of laws thereof.

This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of such counterparts together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page by facsimile or other electronic transmission (including via .pdf) shall be as effective as delivery of a manually executed counterpart.

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IN WITNESS WHEREOF, each Party hereto has caused this Assignment to be executed as of the Effective Date by its duly authorized officer.

ASSIGNOR:

UNIVERSAL AVIONICS SYSTEMS
CORPORATION

By: 

Name: Paul DeHerrera
Title: Chief Executive
Officer



ASSIGNEE:



ESL ACQUISITION SUBSIDIARY
CORPORATION


By: 

Name: Ian Pacholder
Title: President

SCHEDULE A

Country	Trademark	App. No.	Filing Date	Reg. No.	Reg. Date	Int. Class / Goods	Next Action Date	Owner
1. United States	U (Stylized) 	73/372,454	30-Jun-1982	1,241,010	07-Jun-1983	09 Int. Aircraft Navigation Equipment- Namely, Integrated Multisensor Flight Management Apparatus for Integrating All of Information of Systems Installed in an Aircraft	06/07/2023	Universal Avionics Systems Corporation
2. United States	UNIVERSAL	73/379,236	11-Aug-1982	1,262,273	27-Dec-1983	09 Int. Aircraft Navigation System Comprising a Computer which Receives Information from Various Navigation Sensors and Computes the Position of the Aircraft and a Display Device for Providing a Visual Display of the Computed Position	12/27/2023	Universal Avionics Systems Corporation
3. United States	1 (Stylized) 	74/224,174	22-Nov-1991	1,713,306	08-Sep-1992	09 Int. aircraft flight recorders and integrated navigation equipment; namely, multisensor flight management apparatus for integrating all navigation information available in an aircraft	09/08/2022	Universal Avionics Systems Corporation

Country	Trademark	App. No.	Filing Date	Reg. No.	Reg. Date	Int. Class / Goods	Next Action Date	Owner
4. United States	UNS 1 (Design) 	74/224,172	22-Nov-1991	1,765,635	20-Apr-1993	09 Int. aircraft flight recorders and integrated navigation equipment; namely, multisensor flight management apparatus for integrating all navigation information available in an aircraft	04/20/2023	Universal Avionics Systems Corporation
5. United States	UNILINK (Design) 	75/003,639	02-Oct-1995	2,213,196	22-Dec-1998	09 Int. computers, computer peripherals and computer software for providing two-way data links for air-to-ground communications with aircraft for flight plan filing, air traffic control clearances, text and graphic weather information, voice and text messaging and voice communications	12/22/2018	Universal Avionics Systems Corporation
6. United States	VISION-1	78/851,812	31-Mar-2006	3,290,698	11-Sep-2007	09 Int. Aviation 3-D Egocentric and Exocentric Synthetic Vision System, namely a terrain-database based synthetic vision system comprised of computer hardware, video interface displays and software for generating real time terrain depictions on airplane flight displays in the aviation industry	09/11/2027	Universal Avionics Systems Corporation

Country	Trademark	App. No.	Filing Date	Reg. No.	Reg. Date	Int. Class / Goods	Next Action Date	Owner
7. United States	VISION1 (Design) 	78/859,108	11-Apr-2006	3,290,745	11-Sep-2007	09 Int. Aviation 3-D Egocentric and Exocentric Synthetic Vision System, namely a terrain-database based synthetic vision system comprised of computer hardware, video interface displays and software for generating real time terrain depictions on airplane flight displays for the aviation industry	09/11/2027	Universal Avionics Systems Corporation
8. United States	SAFETY NEVER LOOKED BETTER	77/106,665	13-Feb-2007	3,429,418	20-May-2008	35 Int. Retail services by direct solicitation by sales agents in the field of aviation computer and vision systems 40 Int. Manufacturing services for others in the field of aviation computer and vision systems 42 Int. Design and development services, namely, development of aviation computer and vision systems for others	05/20/2018	Universal Avionics Systems Corporation

	Country	Trademark	App. No.	Filing Date	Reg. No.	Reg. Date	Int. Class / Goods	Next Action Date	Owner
9.	United States	THE PERFECT FIT	77/106,539	13-Feb-2007	3,429,417	20-May-2008	35 Int. Retail services by direct solicitation by sales agents in the field of aviation computer and vision systems 40 Int. Manufacturing services for others in the field of aviation computer and vision systems 42 Int. Design and development services, namely, development of aviation computer and vision systems for others	05/20/2018	Universal Avionics Systems Corporation
10.	United States	FLIGHTREVIEW	85/082,714	12-Jul-2010	3,921,377	15-Feb-2011	09 Int. Computer software for use in a personal computer in the form of a DVD that will graphically represent a flight as recorded by an aircraft's flight management system	02/15/2021	Universal Avionics Systems Corporation
11.	United States	INSIGHT	85/524,251	24-Jan-2012	4,813,132	15-Sep-2015	09 Int. Avionics suite sold as a unit and consisting of flat panel electronic flight instruments, control display devices, data concentrators and electronic control display units.	09/15/2021	Universal Avionics Systems Corporation
12.	United States	FLEXPREF	85/710,569	22-Aug-2012	4,735,652	12-May-2015	09 Int. Computer software for use in aircraft avionics systems.	05/12/2021	Universal Avionics Systems Corporation
13.	United States	FLIGHTASSURE	85/839,815	04-Feb-2013	4,486,258	18-Feb-2014	36 Int. Extended warranty services, namely, service contracts	02/18/2020	Universal Avionics Systems Corporation

	Country	Trademark	App. No.	Filing Date	Reg. No.	Reg. Date	Int. Class / Goods	Next Action Date	Owner
14.	United States	INSIGHT CONNECT	87/331,5 48	02/10/20 17			09 Int. wireless routers used with avionics systems	07/16/ 2018	Universal Avionics Systems Corporation