

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

03/07/00

04-06-2000

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office
TRADEMARK

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HEET

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TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____



Conveyance Type

- Assignment _____ License
 - Security Agreement
 - Merger
 - Change of Name
 - Other _____
- Effective Date
Month Day Year
August 28, 1998

Conveying Party

____ Mark if additional names of conveying parties attached

Name Global Associates, Ltd.

Execution Date
Month Day Year
August 28, 1998

Formerly _____

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other _____
- Citizenship/State of Incorporation/Organization Virginia

Receiving Party

____ Mark if additional names of receiving parties attached

Name Smiths Industries Aerospace & Defense Systems Inc.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 3290 Patterson Avenue, SE

Address (line 2) Grand Rapids, MI 49512-1991

Address (line 3) _____

- Individual
 - General Partnership
 - Limited Partnership
 - Corporation
 - Association
 - Other _____
 - Citizenship/State of Incorporation/Organization Delaware
- If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached

04/06/2000 TTR11 0000000 134000 78001774
01 FC:481 (40.00 CH)

FOR OFFICE USE ONLY

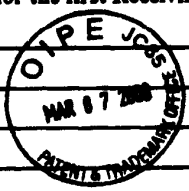
Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 200231

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Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name _____
Address (line 1) _____
Address (line 2) _____
Address (line 3) _____
Address (line 4) _____



Correspondent Name and Address

Area Code and Telephone Number (202) 467-7886

Name Lisa D. Dame, Esq.
Address (line 1) MORGAN, LEWIS & BOCKIUS LLP, Attn: TMSU
Address (line 2) 1800 M Street, N.W.
Address (line 3) Washington, D.C. 20036-5869

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

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Trademark Application Number(s) or Registration Number(s)

Trademark Application Number(s)

75/201,774

Registration Number(s)

Number of Properties Enter the total number of properties involved.

1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 40.00

Method of Payment: Enclosed

Deposit Account _____

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: 13-4520

Authorization to charge additional fees: Yes No _____

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Lisa D. Dame, Esq.
Name of Person Signing

Lisa Dame
Signature

March 7, 2000
Date Signed

BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

This BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Agreement"), dated August 28, 1998, is between SMITHS INDUSTRIES AEROSPACE & DEFENSE SYSTEMS INC., a Delaware corporation ("Purchaser"), and GLOBAL ASSOCIATES, LTD., a Virginia Corporation ("Seller"). All capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Purchase Agreement (as defined below).

Background

Purchaser and Seller have entered into a Asset Purchase Agreement, dated as of June 19, 1998, as amended by Amendment No. 1 thereto, dated the date hereof (collectively referred to herein as the "Purchase Agreement"), which provides for, among other things, the sale, assignment, conveyance, transfer and delivery by Seller to Purchaser of substantially all of the assets related to Seller's Signal Processing Systems ("SPS") division located at 13112 Evening Creek Drive South, San Diego, California, 92128-4199 (including certain rights in and to certain contracts). In exchange therefor Purchaser agreed to pay the consideration described in the Purchase Agreement and to assume certain obligations and liabilities of Seller.

Terms

NOW, THEREFORE, in consideration of the promises contained in, and the execution and delivery of, the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Seller does hereby sell, assign, convey, transfer and deliver to Purchaser, its successors and assigns, all of Seller's right, title and interest in and to those assets of Seller referred to in the Purchase Agreement and the Schedules thereto as the "Purchased Assets." This is a transfer and conveyance by Seller to Purchaser of good and marketable title to the Purchased Assets, free and clear of all Encumbrances.

2. Seller hereby assigns the Assumed Liabilities to Purchaser. Purchaser does hereby assume as of the date hereof, and agree to pay, perform, satisfy and discharge, as appropriate in accordance with their terms, the Assumed Liabilities.

3. Except as specifically contemplated by Section 2 above, Purchaser is not hereby, and shall not, assume or otherwise be obligated to pay, perform, satisfy or discharge, any

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liabilities or obligations of Seller or the Business, including, but not limited to, any liabilities or obligations relating to the Excluded Assets.

4. This Agreement may not be amended or terminated except by a written instrument duly signed by each of the parties hereto. This Agreement shall inure to the benefit of, and be binding upon, each of the parties hereto and their respective successors and assigns.

5. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give to any person, firm or corporation other than Purchaser and Seller, their successors and assigns, any remedy or claim under or by reason of this instrument or any term, covenant or condition hereof, and all of the terms, covenants, conditions, promises and agreements contained in this instrument shall be for the sole and exclusive benefit of Purchaser and Seller, their successors and assigns.

6. Neither the making nor the acceptance of this instrument shall enlarge, restrict or otherwise modify the terms of the Purchase Agreement or constitute a waiver or release by Seller or Purchaser of any liabilities, duties or obligations imposed upon either of them by the terms of the Purchase Agreement. To the extent any provision of this Agreement is inconsistent with the Purchase Agreement, the provisions of the Purchase Agreement will control.

7. This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia, excluding any conflict of laws provisions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered on the date first above written

SMITH INDUSTRIES AEROSPACE &
DEFENSE SYSTEMS INC.

By: David D. Hall

Title: VICE PRESIDENT

GLOBAL ASSOCIATES, LTD.

By: C. W. Kelly

Title: CEO

11/10/00

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RECORDED: 03/07/2000

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