

Domestic Representative Name and Address Enter for the first Receiving Party only

Name **Kirschstein Ottinger Israel & Schiffmiller P.C.**
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Address (line 3) **New York, New York 10017-6105**
Address (line 4)

Correspondent Name and Address Area Code and Telephone Number (212) 697-3750

Name **David B. Kirschstein, Esq.**
Address (line 1) **Kirschstein, Ottinger, Israel & Schiffmiller, P.C.**
Address (line 2) **489 Fifth Avenue**
Address (line 3) **17th Floor**
Address (line 4) **New York, NY 10017-6105**

Pages Enter the total number of pages of the attached conveyance document including any attachments. # 6

Trademark Application Number(s) or Registration Number(s) () Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

749,848
759,131
760,323

Number of Properties Enter the total number of properties involved. # 3

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$ 90.00

Method of Payment: Enclosed (x) Deposit Account ()

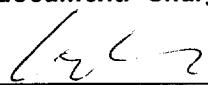
Deposit Account
(Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: # _____

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.

David B. Kirschstein
Name of Person Signing


Signature

NOV 26, 2000
Date

22/11 '01 12:36 FAX +44 207 306 1395
01/11 '01 12:15 FAX +44 207 306 1395
10/29/01 12:39 FAX 212 949 1690

MARCONI PLC
MARCONI PLC
KIRSCHSTEIN OTTINGER

002
002
003

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In Re: U.S. Trademark Registrations
No. 749,848 - MARCONI
No. 759,131 - MARCONI
No. 760,323 - MARCONI

POWER OF ATTORNEY

GEC RECONSTRUCTIONS LIMITED hereby appoints David B. Kirschstein, Reg. No. 17244; Alan Israel, Reg. No. 27564; Martin W. Schiffmiller, Reg. No. 30421, and Lisa A. Pieroni, of KIRSCHSTEIN, OTTINGER, ISRAEL & SCHIFFMILLER, P.C., 489 Fifth Avenue, New York, New York 10017-6105, members of the Bar of the State of New York, to transact all business in the Patent & Trademark Office in connection with the Assignment of the above application.

APPOINTMENT OF DOMESTIC REPRESENTATIVE

Kirschstein, Ottinger, Israel & Schiffmiller, P.C., whose postal address is 489 Fifth Avenue, New York, New York 10017-6105, is hereby designated applicant's representatives upon whom notices or process in proceedings affecting the mark may be served.

GEC RECONSTRUCTIONS LIMITED
(IN MEMBERS' VOLUNTARY LIQUIDATION)

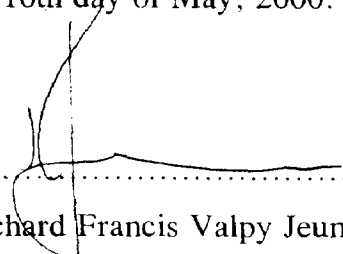
By J. E. D. Smith
Name: J. E. D. SMITH
Title: JOINT LIQUIDATOR

By N. J. Dargan
Name: N. J. DARGAN
Title: JOINT LIQUIDATOR

Dated: NOV 22, 2001

TO ALL WHOM THESE PRESENTS SHALL COME, I, Richard Francis Valpy Jeune of 22 Grenville Street, St. Helier, Jersey, Channel Islands , DO HEREBY CERTIFY that the document attached hereto marked "A" is a true and complete copy of a Deed of Assignment of Trade Marks dated 27 November 1999 between Marconi Electronic Systems Limited and GEC Reconstructions Limited and that the signature for and on behalf of each of Marconi Electronic Systems Limited and GEC Reconstructions Limited on the said document is the true and correct signature of Alastair John Richard Syvret the person named as attorney of Marconi Electronic Systems Limited and GEC Reconstructions Limited.

IN FAITH AND TESTIMONY WHEREOF I the said notary have subscribed my name and set and affixed my seal of office at St. Helier, in the Island of Jersey this 16th day of May, 2000.


Richard Francis Valpy Jeune
Notary Public, Jersey

This is the document marked A
referred to in my certificate
this day.

R.F.V. Jaune
Notary Public.

27 November 1999

MARCONI ELECTRONIC SYSTEMS LIMITED

and

GEC RECONSTRUCTIONS LIMITED

**DEED OF ASSIGNMENT OF
TRADE MARKS**

FRESHFIELDS

**TRADEMARK
REEL: 002401 FRAME: 0951**

DEED OF ASSIGNMENT made on 27 November 1999

BETWEEN

MARCONI ELECTRONIC SYSTEMS LIMITED (company no. 00053403), a company registered in England and Wales whose registered office is at The Grove, Warren Lane, Stanmore, Middlesex HA7 4LY (the *Assignor*), and

GEC RECONSTRUCTIONS LIMITED (company no. 3800786), a company registered in England and Wales whose registered office is at One Bruton Street, London W1X 8AQ (the *Assignee*).

WHEREAS

- (A) The Assignor is the beneficial owner and registered proprietor of the Registered Trade Marks and owns rights in the Unregistered Trade Marks.
- (B) The Assignor is a wholly owned subsidiary of the Assignee.
- (C) This Assignment is entered into in full satisfaction of an interim dividend resolved to be paid to the Assignee by a resolution of the board of the Assignor dated 27 November 1999.

IT IS AGREED AS FOLLOWS:

1. For the purposes of this Agreement the following expressions shall have the following meanings:

Registered Trade Marks means the trade mark registrations and applications, brief particulars of which are set out in Part I of the Schedule;

Trade Marks means the Registered Trade Marks and the Unregistered Trade Marks; and

Unregistered Trade Marks means any trade marks or trade names incorporating or comprising the name "Marconi" (other than the Registered Trade Marks but including, without limitation, the device set out in Part II of the Schedule) in France and the U.S.A..

2. The Assignor assigns to the Assignee all its right, title and interest in and to the Trade Marks together with any goodwill and all statutory and common law rights attaching thereto including the right to sue for damages and other remedies in respect of any infringement or misuse of any of the Trade Marks which may have occurred prior to the date of this Assignment and to retain any damages obtained as a result of any such action.

3. The Assignor shall execute such further documents and do such further acts as the Assignee may reasonably be required from time to time by way of further assurance of the rights assigned by this Assignment.

4. The parties certify that this instrument falls within category L in the Schedule to the Stamp Duty (Exempt Instruments) Regulations 1987.

5. This Assignment shall be governed by and construed in accordance with English law. Each of the parties agrees that the Courts of England and Wales shall have exclusive jurisdiction to settle any dispute which may arise in connection with this Agreement.

IN WITNESS whereof this Deed has been executed as a deed and delivered on behalf of the parties by their attorneys the day and year first above written.

THE SCHEDULE

Part I: Registered Trade Marks and Applications

Country	Trade Mark	Number	Renewal	Class
France	MARCONI	1594077	28/05/00	9, 37, 38
France	MARCONI (in circles device)	1594076	28/05/00	9, 37, 38
USA	MARCONI	749848	21/05/00	44
USA	MARCONI	760323	19/11/03	26
USA	MARCONI	759131	29/10/03	21, 36

Part II - The Marconi device

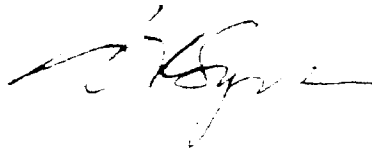


EXECUTED as a **DEED**)
by [ALASTAIR SYKES])
as the attorney of and in the name of)
MARCONI ELECTRONIC)
SYSTEMS LIMITED)
in the presence of:)



L J Sutton
LORRAINE SUTTON

EXECUTED as a **DEED**)
by [ALASTAIR SYKES])
as the attorney of and in the name of)
GEC RECONSTRUCTIONS)
LIMITED)
in the presence of:)



L J Sutton
LORRAINE SUTTON