

11-29-2001

U.S. Patent & TMOfc/TM Mail Ropt Dt. #76

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Conveying Party ()Mark if additional na	names of conveying parties attached
	Execution Date Month Day Year
Name Marconi Electronic Systems Limi	ited 11/27/99
Formerly	Limited Partnership () Corporation () Association
() Individual () General Partnership ()) Limited Partnership () Corporation () Association
(x) Other British company	
(x) Citizenship/State of Incorporation/Organization	England and Wales
Receiving Party ()Mark if additional name	nes of receiving parties attached
GEC Reconstructions Limited	
DBA/AKA/TA	
Composed of	
Address (line 1) One Bruton Street	
Address (line 2)	
Address (line 3) London city	United Kingdom W1X 8AQ State/Country Zip Code
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01 FC:481 40.00 BP	

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Mail documents to be recorded with required cover sheet(s) information to: Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

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FORM PTO-16181 Expires 06/30/99 OMB 0651-0027	Page 2		U.S. Department of Commerce Patent and Trademark Office TRADEMARK
Domestic Rep	resentative Name and Address	Enter for the first Receiving	Party only
Name	Kirschstein Ottinger Israel & Schiffmiller I	P.C.	
Address (line 1)	489 Fifth Avenue		
Address (line 2)	17 th Floor		
Address (line 3)	New York, New York 10017-6105		
Address (line 4)			
Corresponder	t Name and Address Area Code and	Telephone Number (212) 697-3	750
Name	David B. Kirschstein, Esq.		
Address (line 1)	Kirschstein, Ottinger, Israel & Schiffmiller	, P.C.	
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Enter either the Trad	emark Application Number <u>or</u> the Registration Numb	er (DO NOT ENTER BOTH numbers fo	or the same property).
T	rademark Application Number(s)	Registration	Number(s)
		749,848 759,131 760,323	

Fee Amount for Properties		s Listed (37 CFR 3.41):	\$ <u>90.00</u>	
Method of Payment:	Enclosed (x)	Deposit Account ()		
Deposit Account (Enter for payment by deposit acco	unt or if additional fees can be charged to Deposit Acc	o the account.) count Number:	#	
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Number of Properties

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 $\frac{12}{2000}$ ature indicated herein.

David B. Kirschstein Name of Person Signing

Signature

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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' FOLUNTARY LIQUISATION)

By,

Name:

Title:

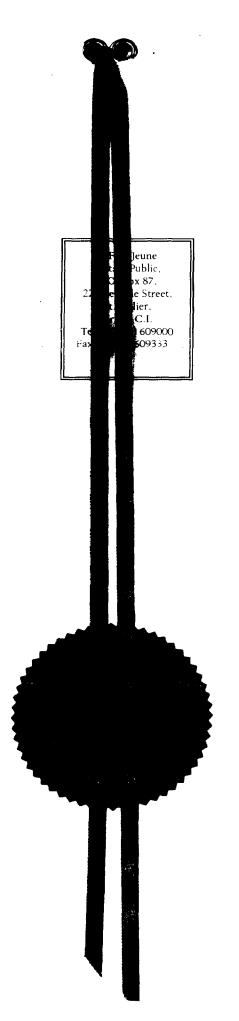
INT LIQUIDATOR

Name: Title

N. J DARGAN

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

referred to in my certificate this day.

Notary Public.

27 November 1999

MARCONI ELECTRONIC SYSTEMS LIMITED

and

GEC RECONSTRUCTIONS LIMITED

DEED OF ASSIGNMENT OF TRADE MARKS

FRESHFIELDS

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 the feet 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.

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- 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



by [ASTALL SVEET] as the attorney of and in the name of MARCONI ELECTRONIC SYSTEMS LIMITED in the presence of:))))
LORRAINE SUTTON	
by [AUSTA(R S) VRCT] as the attorney of and in the name of)

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GEC RECONSTRUCTIONS