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01-11-2002

Form PTO-1594
(Rev. 03/01)
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Tab settings ⇄ ⇄ ⇄ ▼



101941800

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

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Motorola, Inc.

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: General Dynamics Decision

Internal Systems, Inc.

Address: _____

Street Address: 8220 East Roosevelt Street

City: Scottsdale State: Arizona Zip: 85257

Individual(s) citizenship _____

Association _____

General Partnership _____

Limited Partnership _____

Corporation-State Delaware

Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other _____

Execution Date: September 28, 2001

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

75/651,258, 75/651,259, 75/651,261, 75/790,822, 76/143,115, 78/050,939, 78/050,942

B. Trademark Registration No.(s)

1,515,257, 1,725,229, 2,073,592, 2,139,543, 2,139,545, 2,154,137, 2,175,545, 2,262,702, 2,293,193, 2,373,067

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Mariann R. Murphy

Internal Address: Jenner & Block, LLC

Street Address: One IBM Plaza

City: Chicago State: IL Zip: 60611

6. Total number of applications and registrations involved:

17

7. Total fee (37 CFR 3.41).....\$ 440.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

10-0460

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Mariann R. Murphy
Name of Person Signing

Mariann R. Murphy
Signature

October 19, 2001
Date

Total number of pages including cover sheet, attachments, and document: 17

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

01/11/2002 6TOM11 0000057 100460 75651258

01 FC:481 40.00 CH
02 FC:482 400.00 CH

TRADEMARK
REEL: 002420 FRAME: 0350

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Assignment") is made as of the 28th day of September, 2001, by and between Motorola, Inc., a Delaware corporation with a principal address at 1301 East Algonquin Road, Schaumburg, Illinois 60196 ("Assignor"), and General Dynamics Decision Systems, Inc., a Delaware corporation with a principal address at 8220 East Roosevelt Street, Scottsdale, Arizona 85257 ("Assignee").

WHEREAS, Assignor and General Dynamics Corporation ("General Dynamics") have entered into an agreement dated August 6, 2001 (the "Asset Purchase Agreement"), which Asset Purchase Agreement has been assigned by General Dynamics to Assignee, whereby Assignor has sold and transferred substantially all of the assets of Assignor's Integrated Information Systems Group (the "Group") to Assignee;

WHEREAS, in conjunction with the Asset Purchase Agreement, Assignor and General Dynamics have entered into an agreement dated August 6, 2001 (the "IP Agreement"), which IP Agreement has been assigned by General Dynamics to Assignee, whereby Assignor has sold and transferred rights in certain intellectual property assets to Assignee;

WHEREAS, Assignor owns certain rights, title, and interest in and to the trademarks, service marks, brand names, trade dress, trade names, internet domain names, and other indications of origin set forth in Exhibit A hereto (the "Assigned Marks"); and

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor such rights, title, and interest in and to the Assigned Marks together with the goodwill of the business in connection with which the Assigned Marks are used.

NOW, THEREFORE, for ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby sells, assigns, transfers, conveys, and delivers to Assignee all of Assignor's rights, title, and interest in and to the Assigned Marks, including all registrations thereof throughout the world, together with the goodwill of the business in connection with which the Assigned Marks are used.
2. Nothing in this Assignment shall be construed as granting or otherwise conveying a reversion to Assignor of any of the rights granted herein to Assignee hereunder, and no such rights shall revert to Assignor upon Assignee's failure to use an Assigned Mark in any given year.
3. Assignor expressly acknowledges that henceforth Assignee is the owner of certain rights in the Assigned Marks and the goodwill they represent.
4. Assignor agrees to take such further action and to execute such additional documents as may be reasonably necessary to perfect Assignee's title in and to such transferred and assigned rights of the Assigned Marks.

5. Assignor further covenants that Assignor will execute and deliver, from time to time after the date hereof upon the request of Assignee, such further documents, papers, forms, and authorizations, and will take all other actions that may be reasonably necessary for securing, completing, or vesting in Assignee all right, title, and interest in and to such transferred and assigned rights of the Assigned Marks, to the fullest extent possible.
6. In furtherance of this Assignment, Assignor hereby acknowledges that, from this date forward, the Assignee has succeeded to all of Assignor's rights, title, and standing to (a) receive all rights and benefits pertaining to such transferred and assigned rights of the Assigned Marks, (b) institute and prosecute all suits and proceedings and take all actions that the Assignee, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind in and to any and all of such transferred and assigned rights of the Assigned Marks, and (c) defend and compromise any and all such actions, suits, or proceedings relating to such transferred and assigned rights, title, interest, and benefits.
7. This Assignment shall inure to the benefit of, and be binding upon, the parties hereto together with their respective legal representatives, successors, and assigns.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, authorized representatives of the parties have executed this Assignment on the date first written above.

GENERAL DYNAMICS DECISION SYSTEMS, INC.

By: [Signature]
Devon Engel
Its Assistant Secretary

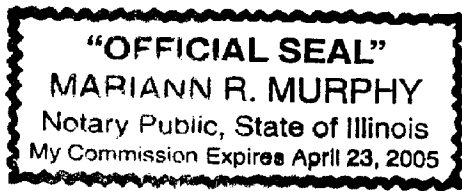
MOTOROLA, INC.

By: [Signature]
Its: VICE PRESIDENT

STATE OF ILLINOIS)
COUNTY OF COOK) ss

Before me, a Notary Public in and for the County and State aforesaid, appeared DEVON ENGEL/ROBERT J. McCall to me personally known to be the signer, or signers, of the foregoing instrument, and acknowledged execution of said instrument as a free and voluntary act for the uses and purposes therein expressed.

[Signature]
Notary Public



MARK	COUNTRY	REG./APP NUMBER	REG./APP DATE	STATUS
SECTERA	BRAZIL	822305984	20DE1999	PEND.
SECTERA	BRAZIL	822305992	20DE1999	PEND.
SECTERA	CHINA P.R.	1586305	14JE2001	REG.
SECTERA	CHINA P.R.	1540849	03/21/01	REG.
MODIOS	FRANCE	97702315	10/31/97	REG.
MODIOS	GERMANY	39741182	02/26/98	REG.
MODIOS	GREAT BRITIAN	2143759	08/29/97	REG.
SECTERA	HONG KONG	161182000	31AU1999	REG.
SECTERA	HONG KONG	161192000	31AU1999	REG.
MODIOS (Stylized)	JAPAN	4268688	04/30/99	REG.
SECTEL	JAPAN	4327452	22OC1999	REG.
SECTERA	JAPAN	20001811	14JA2000	PEND.
SECTERA	MALAYSIA	200000423	18JA2000	PEND.
SECTERA	MALAYSIA	200000422	18JA2000	PEND.
SECTERA	MEXICO	648990	30MR2000	REG.
SECTERA	MEXICO	648991	30MR2000	REG.
SECTERA	NEW ZEALAND	604723	31AU1999	REG.
SECTERA	NEW ZEALAND	604724	31AU1999	REG.
CIPHERNET	NO	165275	11/10/94	REG.
SECTERA	POLAND	2211201	17DE1999	PEND.
CIPHERNET	PORTUGAL	273166	30MR1994	
SECTERA	SINGAPORE	T9914394F	31AU1999	REG.
SECTERA	SINGAPORE	T9914395D	09DE1999	PEND.
SECTERA	SOUTH KOREA	484823	01/15/01	REG.
CIPHERNET	SWITZERLAND	394533	04/17/91	REG.
ACCESS POINT	US	75-651259	03/03/99	PEND.
ACCESSNET	US	78-050942	03/03/99	PEND.
ACCESSNET PLUS	US	78-050939	03/03/01	PEND.
CIPHERLINK	US	2262702	07/20/99	REG.
CIPHERNET	US	1725229	10/20/92	REG.
CIPHERTAC	US	2175545	07/21/98	REG.
CYBERTAME	US	2154137	04/28/98	REG.
CYBERTEST	US	2139543	02/24/98	REG.
CYBERTEST & Design	US	2139545	02/24/98	REG.
DESIGN (Octopus Logo)	US	75-651261	03/03/99	PEND.

MARK	COUNTRY	REG./APP NUMBER	REG./APP DATE	STATUS
LONGARM	US	2073592	06/24/97	REG.
MODIOS (Stylized)	US	2293193	11/16/99	REG.
N (Stylized)	US	2373067	08/01/00	REG.
READY SET	US	76-143115	10/06/00	PEND.
SANDSAILER 2000	US	75-651258	03/03/99	PEND.
SECTEL	US	1515257	12/06/88	REG.
SECTERA	US	75/790822	31AU1999	
SECTERA	VENEZUELA	2000-001505	02/01/00	PEND.
SECTERA	VENEZUELA	2000-001504	01FE2000	PEND.