

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

1. Name of conveying party(ies):
RAYMARINE 2002 LIMITED

Individual(s) Association
 General Partnership Limited Partnership
 Corporation - United Kingdom
 Other _____

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: July 16, 2003

2. Name and address of receiving party(ies):
RAYMARINE LIMITED
Robinson Way
Anchorage Park
Portsmouth, PO3 5TD
England

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation - United Kingdom
 Other _____

Domestic representative is attached: Yes No
Additional name(s) & address(es) attached? Yes No

4. (A.) Trademark Application No.(s)

Additional numbers attached? Yes No

4. (B.) Trademark Registration No.(s)
1385772
2090301
1660611
2723496

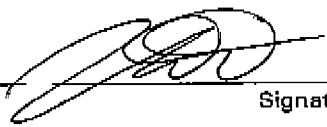
5. Correspondence should be mailed to:
**VICTOR M. TANNENBAUM
ABELMAN, FRAYNE & SCHWAB
150 East 42nd Street.
New York, New York 10017**

6. Total number of applications and registrations involved:..... **4**

7. Total fee (37 CFT 3.41): \$ **115.00**
 Enclosed
(The said Deposit Account should be charged for any official fee not fully covered by the enclosed check)
 Authorized to be charged to deposit account
Deposit account number: **01-0035**
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

8. 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.

VICTOR M. TANNENBAUM  **7/29/03**
Name of Person Signing Signature Date

Total number of pages comprising cover sheet, attachments and documents: **7**

CH \$115.00 010035 1385772

THIS ASSIGNMENT is made the *16th* day of *July* 2003

BETWEEN

- (1) **RAYMARINE 2002 LIMITED** (formerly known as Raymarine Limited) a company incorporated in the United Kingdom (registered no. 01177969) whose registered office is at Anchorage Park, Portsmouth, PO3 5TD ("the Assignor") and
- (2) **RAYMARINE LIMITED** (formerly known as DMWSL 386 Limited) a company incorporated in the United Kingdom (registered no. 04578449) whose registered office is at Robinson Way, Anchorage Park, Portsmouth, PO3 5TD ("the Assignee")

WHEREAS

- (A) The Assignor is the proprietor of the trade marks listed in the Schedule hereto ("the Trade Marks")
- (B) Pursuant to two instruments dated 23 December 2002 and 30 December 2002 respectively (together referred to as the "Principal Agreement") it was agreed that with effect from 2 January 2003 (the "Effective Date"), the Trade Marks would be transferred to the Assignee.

NOW THIS ASSIGNMENT WITNESSES as follows:

1. In consideration of the sum mentioned in the Principal Agreement paid by the Assignee to the Assignor and duly acknowledged by the Assignor therein, the Assignor hereby assigns to the Assignee with effect from the Effective Date:
 - (i) all right title and interest in the Trade Marks together with the goodwill associated with and symbolised by the Trade Marks
 - (ii) the right to institute and maintain in its own name proceedings and recover damages in respect of any acts wheresoever and whensoever occurring which constitute infringement of the Trade Marks or passing off the goodwill of the business in respect of which the Trade Marks are used.
2. The Assignor hereby covenants with the Assignee that it will execute any documentation or do any act or thing necessary or desirable for the purpose of giving effect to this assignment.
3. This Deed shall be governed by and construed in accordance with the Law of England.

SCHEDULE

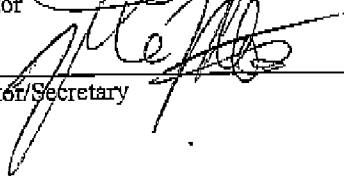
Country	Trade Mark	Application/ Registration Number	Class(es)
USA	AUTOHELM	1385772	9
USA	RAYTECH	2723496	9
USA	SEATALK (in upper & lower case)	1660611	9
USA	SPORTPILOT	2090301	9

EXECUTED by the parties as a deed

Executed and delivered as a deed by)
Raymarine 2002 Limited)
acting-by)



Director

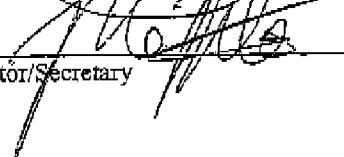


Director/Secretary

Executed and delivered as a deed)
by Raymarine Limited)
acting by)



Director



Director/Secretary