

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
-------------------------	----------------

NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
------------------------------	--

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BAE SYSTEMS Information and Electronic Systems Integration Inc.		11/20/2003	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Ultra Electronics Ocean Systems Inc.
Street Address:	115 Bay Street Drive
City:	Raintree
State/Country:	MASSACHUSETTS
Postal Code:	02184
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 2		
Property Type	Number	Word Mark
Registration Number:	2430214	SOUND SOLUTIONS
Registration Number:	2611915	SOUND SOLUTIONS

CORRESPONDENCE DATA	
Fax Number:	(212)836-7154
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	212-836-7190
Email:	rmoskowitz@kayescholer.com
Correspondent Name:	William Lonergan
Address Line 1:	425 Park Avenue
Address Line 2:	Kaye Scholer LLP
Address Line 4:	New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	62788/0010
--------------------------------	------------

NAME OF SUBMITTER:	Rochelle Moskowitz
---------------------------	--------------------

Total Attachments: 5
 source=Page-1#page1.tif

CH \$65.00 2430214

source=Page-2#page1.tif
source=Page-3#page1.tif
source=Page-4#page1.tif
source=page-5#page1.tif

ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks Agreement (this "Agreement") is made and entered into this 20 day of November, 2003, by and between BAE SYSTEMS Information and Electronic Systems Integration Inc., a Delaware corporation ("Assignor") and Ultra Electronics Ocean Systems Inc., a Delaware corporation ("Assignee").

WITNESSETH

WHEREAS, Assignor is a party to the Asset Purchase Agreement by and between Assignee and Assignor dated as of September 24, 2003 (the "Asset Purchase Agreement") pursuant to which Assignor agreed to assign and transfer to Assignee all of Assignor's right, title and interest in and to the Assets (as defined in the Asset Purchase Agreement), including all rights title and interest in and to the trademarks and trademark applications listed in Exhibit A (the "Trademarks"), and Assignee agreed to accept such assignment and transfer pursuant to the terms and provisions provided in the Asset Purchase Agreement and in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties agree as follows:

1. Capitalized terms used and not defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement.
2. Effective as of 10:00 AM, Eastern Standard time on the date hereof (the "Effective Time"), Assignor hereby sells, assigns and transfers to Assignee all of Assignor's worldwide rights, title and interest in and to the Trademarks, free and clear of all Liens (other than Permitted Liens), including, without limitation, all goodwill associated therewith, all rights to sue for infringement thereof, all registrations thereof and applications therefor and all reissues, continuations, continuations in part, divisions and reexaminations, renewals and extensions thereof that may hereafter be secured under applicable Law, to be held and enjoyed by Assignee, after the Effective Time for its own use and behalf, and for the use and behalf of its successors, assigns or other legal representatives, to the same extent as the same would have been held or enjoyed by Assignor if this assignment had not been made.
3. Without further consideration, Assignor and Assignee hereby agree to execute and deliver or cause to be executed and delivered such other instruments of sale, transfer, conveyance and assignment, all registrations or other documents and to take or cause to be taken such action as the other party may reasonably determine is necessary to transfer, convey and assign to Assignee, and to evidence and confirm Assignee's rights to, title in and ownership of, all of Assignee's right, title and interest in and to the Trademarks.

4. This Agreement and the covenants, obligations, undertakings, rights and benefits hereof shall be binding upon, and shall inure to the benefit of, the respective parties and their respective successors and permitted assigns.

5. In the event of a conflict or inconsistency between this Agreement and the Asset Purchase Agreement, the Asset Purchase Agreement shall govern and control.

6. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Agreement shall be governed by, and construed in accordance with, the Laws of the State of Delaware, without regard to any conflict of law principles that would require the application of any other law.

7. This Agreement may be filed and recorded among the records of the United States Patent and Trademark Office, or other relevant government agency.

8. This Agreement may be executed in one or more counterparts and all such counterparts so executed shall together be deemed to constitute one final agreement as if signed by all parties, and each such counterpart shall be deemed to be the original.

[Signature Page to Follow]

EXECUTED AND DELIVERED as of the Effective Time on the date set forth above.

BAE SYSTEMS INFORMATION AND
ELECTRONIC SYSTEMS INTEGRATION, INC.

By: Susan L. Finkel

Name: Susan L. Finkel

Title: Vice President

ULTRA ELECTRONICS OCEAN SYSTEMS
INC.

By: _____

Name: _____

Title: _____

EXECUTED AND DELIVERED as of the Effective Time on the date set forth above.

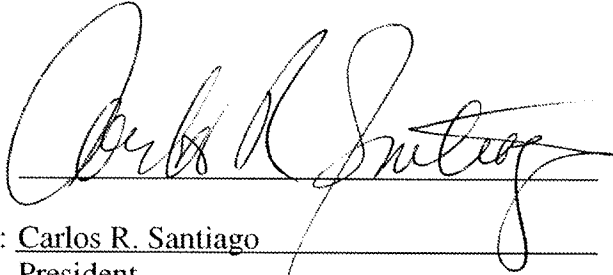
BAE SYSTEMS INFORMATION AND
ELECTRONIC SYSTEMS INTEGRATION, INC.

By: _____

Name: _____

Title: _____

ULTRA ELECTRONICS OCEAN SYSTEMS
INC.

By:  _____

Name: Carlos R. Santiago

Title: President

**Exhibit A
To Assignment of Trademarks**

Marks

Unregistered name "Ocean Systems"

Domestic

Trademark

Registration #

Registration Date

Sound Solutions ®

2,430,214

02/20/01

Service mark

Registration #

Registration Date

Sound Solutions ®

2,611,915

08/18/02