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
Petards Limited		107/28/2008	CORPORATION: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	BAE Systems Integrated System Technologies Limited	
Street Address:	Warwick House, PO Box 87	
Internal Address:	Farnborough Aerospace Centre	
City:	Farnborough, Hampshire GU14 6YU	
State/Country:	UNITED KINGDOM	
Entity Type:	COMPANY: UNITED KINGDOM	

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2745038	PI VISION
Registration Number:	3083447	UVMS

CORRESPONDENCE DATA

Fax Number: (703)836-2021

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (703) 836-6620

Email: bassam.ibrahim@bipc.com

Correspondent Name: Bassam N. Ibrahim Address Line 1: P.O. Box 1404

Address Line 4: Alexandria, VIRGINIA 22313-1404

ATTORNEY DOCKET NUMBER: 1033963-073

DOMESTIC REPRESENTATIVE

Name: Bassam N. Ibrahim
Address Line 1: P.O. Box 1404

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Address Line 4: Alexandria, VIRGINIA 22313-1404				
NAME OF SUBMITTER:	Bassam N. Ibrahim			
Signature:	/Bassam N. Ibrahim/			
Date:	04/02/2009			
Total Attachments: 3 source=bae-1#page2.tif source=bae-1#page3.tif				

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is entered into as of 28 July 2008 between Petards Limited, a company organized under the laws of England and Wales ("Assignor") and BAE Systems Integrated System Technologies Limited, a company organized and existing under the laws of England and Wales ("Assignee").

WHEREAS, Assignor is the owner of the entire right, title and interest in and to the U.S. trademark registrations/applications listed in the attached Schedule A (the "Marks").

WHEREAS, Assignor and Assignee are parties to the Sale and Purchase Agreement dated 21 December 2007 and Supplemental Agreement thereto dated 19 March 2008 (together referred to as the "Agreement"), pursuant to which Assignor has agreed to sell and Assignee has agreed to purchase certain assets pertaining to Assignor's business, including the Marks;

WHEREAS, Assignor assigned its rights and obligations with respect to the Marks to Assignee pursuant to the Agreement with the understanding that Assignor would assign the Marks directly to Assignee;

NOW THEREFORE, be it known that, for and in consideration of 1 (one) dollar, and other good and valuable consideration, the receipt of which Assignor acknowledges, the parties hereto agree as follows:

- This Assignment covers (a) the Marks, including, without limitation, trademarks, and/or service marks, together with the goodwill associated with the foregoing and the ongoing and existing business to which the trademarks/service marks pertain; (b) any extension or renewal of any such registration or application set forth in subsection (a) hereof; (c) any unregistered rights in any of the foregoing; (d) all rights therein provided by international treaties and conventions, and all rights to obtain trademarks and registrations thereto, in each case in all countries throughout the world; and (3) all rights to sue and recover damages or obtain injunctive relief for past and future infringement, misappropriation, violation or breach of any of the foregoing (subsections (a) through (e) hereof, collectively, the "Assigned Intellectual Property").
- Assignor, as owner, does hereby sell, assign, transfer, and set over unto the Assignee, its lawful successors and assigns, Assignor's entire right, title, and interest in and to the Assigned Intellectual Property in the United States of America, together with the goodwill of the business associated therewith and symbolized by the Assigned Intellectual Property, in its entirety. With respect to applications filed in the United States Patent and Trademark Office ("USPTO") on the basis of the applicant's intent to use such marks in commerce, as to which

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evidence of such use has not yet been filed in the USPTO, such marks are being assigned to the successor to the business of the applicant or portion thereof to which such marks pertain, which business is ongoing and existing. Assignor hereby authorizes and requests any official of the United States of America whose duty it is to issue registrations thereon to issue same to Assignee, its successors and assigns, in accordance with the terms of this Assignment.

- 3. Assignor hereby covenants that it has the full right to convey the interest assigned by this Assignment, and it has not executed and will not execute any agreement in conflict with this Assignment.
- 4. Assignor further covenants and agrees to cooperate with and reasonably assist Assignee in obtaining, enforcing and defending Assignee's rights in the Assigned Intellectual Property, including without limitation, in proceedings before any court or tribunal, the United States Patent and Trademark Office, or another agency or authority, it being understood that any expense incident to such assistance shall be borne by the Assignee, its successors and assigns.
- 5. This Agreement shall be governed by, and interpreted in accordance with, English law.
- 6. All assignments to be executed and return to the attention of:

Bassam N. Ibrahim, Esq. Buchanan Ingersoll & Rooney, PC 1737 King Street Suite 500 Alexandria, VA 22314 Telephone: 703-836-6620

Facsimile: 703-836-2021

Email: bassam.ibrahim@bipc.com

IN WITNESS WHEREOF, the said Assignor has executed this Assignment.

Assignor

By:

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A.A. WONINKOTT. Name:

Title:

COMPINY RECIEDARY

Date:

2008 .

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U.S. FEDERAL TRADEMARK REGISTRATIONS APPLICATION

SCHEDULE A

Mark	Goods/Services	Status
PI VISION	CLASS (IC) 09	LIVE
UVMS	CLASS (IC) 09	LIVE
	PI VISION	PI VISION CLASS (IC) 09

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RECORDED: 04/02/2009