

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADE MARK LICENSE AGREEMENT

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
BAE Systems Integrated System Technologies Limited		10/07/2008	COMPANY: UNITED KINGDOM

**RECEIVING PARTY DATA**

Name:	Petards Group Plc
Street Address:	390 Princess Way, Team Valley
City:	Gateshead, Tyne & Wear NE 11 0TU
State/Country:	UNITED KINGDOM
Entity Type:	COMPANY: UNITED KINGDOM

Name:	Petards Inc.
Street Address:	The Natty Boh Tower
Internal Address:	3600 O'Donnell Street, Suite 250
City:	Baltimore
State/Country:	MARYLAND
Postal Code:	21224
Entity Type:	CORPORATION: DELAWARE

**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

OP \$65.00 2745038

Address Line 1: P.O. Box 1404  
Address Line 4: Alexandria, VIRGINIA 22313-1404

ATTORNEY DOCKET NUMBER:	1033693-073
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DOMESTIC REPRESENTATIVE

Name: Bassam N. Ibrahim  
Address Line 1: P.O. Box 1404  
Address Line 4: Alexandria, VIRGINIA 22313-1404

NAME OF SUBMITTER:	Bassam N. Ibrahim
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Signature:	/Bassam N. Ibrahim/
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Date:	04/02/2009
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Total Attachments: 4  
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THIS TRADE MARK LICENSE AGREEMENT is made on 7<sup>th</sup> October 2008

**BETWEEN:** BAE SYSTEMS INTEGRATED SYSTEM TECHNOLOGIES LIMITED whose registered office is at Warwick House, PO Box 87, Farnborough Aerospace Centre, Farnborough, Hampshire GU14 6YU, United Kingdom (company number 03456325) (the "Licensor");

**AND:** PETARDS GROUP PLC whose registered office is at 390 Princess Way, Team Valley, Gateshead, Tyne & Wear NE11 0TU, United Kingdom (company number 02990100);

**AND:** PETARDS INC. a corporation registered in Baltimore and having its principal place of business at The Natty Boh Tower, 3600 O'Donnell Street, Suite 250, Baltimore, MD 21224, United States of America.

PETARDS GROUP PLC and PETARDS INC together being the "Licensees", and PETARDS GROUP PLC, PETARDS INC and BAE SYSTEMS INTEGRATED SYSTEM TECHNOLOGIES LIMITED together being the "Parties".

#### WHEREAS

- (A) Licensor and Petards Group plc are parties to the Sale and Purchase Agreement (the "SPA") dated 21 December 2007 and Supplemental Agreement thereto dated 19 March 2008, and the Licence and Support Agreement dated 21 December 2007.
- (B) In the Licence and Support Agreement (the "LSA") referred to in (A) above, Licensor granted to Petards Group plc a licence to use the UVMS Core Materials and to provide support for the UVMS Core Materials upon the terms and conditions contained in the LSA. The LSA allows for Petards Inc, an Affiliate of Petards Group, to undertake the above activities in the US.
- (C) Licensor wishes to grant to the Licensees a licence to use the Licensor's trade mark "UVMS" (the "Trade Mark") for the purposes of carrying out the activities defined in the LSA.

IT IS HEREBY AGREED as follows:

#### 1. DEFINITIONS

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Unless expressly provided in this Agreement, terms used which are defined in the LSA shall have the meaning given in the LSA.

## **2. GRANT OF LICENCE**

### **2.1 Licensor hereby grants to Licensees**

i) an exclusive, non-transferable, non-sublicensable, royalty-free licence to use the Trade Mark in the US in relation to the UVMS Core Materials in the Gaming Field only.

ii) a non-exclusive, non-transferable, non-sublicensable, royalty-free licence to use the Trade Mark in the US in relation to the UVMS Core Materials in the Civil Field only.

2.2 For the avoidance of doubt, Licensees may use the Trade Mark on their website subject to clause 4.

2.3 Licensees hereby acknowledge that Licensor is the owner of the Trade Mark and of all rights therein, and further acknowledges that all goodwill in the Trade Mark vests and will continue to vest in the Licensor.

## **3. PRODUCT/SERVICE QUALITY CONTROL AND INSPECTION**

3.1 This is detailed in the LSA and shall be in accordance with the LSA.

## **4. USE OF TRADE MARK**

4.1 Licensees shall use the Trade Mark "UVMS" in conformity with requirements set down and approved from time to time by Licensor.

4.2 When requested by Licensor, Licensees agree to provide Licensor with specimens of use of the Trade Mark in order for Licensor to verify that the Trade Mark is being used in accordance with any requirements specified by Licensor. Such specimens may include written material, printouts from the Licensees' website, copies of UVMS Core Materials, or other specimens.

4.3 In the event that Licensor is not satisfied with any representation of its Trade Mark, Licensor may request and Licensees hereby agree that Licensees will remove the offending Trade Mark as quickly as is reasonably possible, and Licensees will replace the offending Trade Mark with a Trade Mark which meets with Licensor's approval, at the expense of Licensees, and as soon as reasonably achievable.

4.4 Licensees shall ensure that whenever they use the Trade Mark, it is in the form "UVMS<sup>®</sup>" and that the following legend appears as a footnote or similar:

"UVMS is a registered trade mark of BAE Systems and is used under licence. UK reg. tm no. 2336968; US reg. tm no. 3083447."

## **5. THIRD PARTY MISUSE OF MARKS**

Licensees agree promptly to notify Licensor of any conflicting use or any act of infringement, passing-off or unfair competition which come to its attention involving the Trade Mark by unauthorised persons. Licensor reserves to itself all rights in respect of any infringement of the Trade Mark that may occur during the term of this Trade Mark Licence Agreement.

## **6. TERM AND TERMINATION**

- 6.1 This Trade Mark Licence Agreement will terminate automatically upon termination, for whatever reason, of the LSA.
- 6.2 Upon termination of this Trade Mark Licence Agreement, Licensees shall immediately cease their use of the Trade Mark.
- 6.3 All accrued rights and obligations of the Parties shall not be affected by termination.

## **7. ASSIGNMENT**

- 7.1 This Trade Mark Licence Agreement and the rights granted hereunder are not assignable by Licensees.
- 7.2 The Licensor may assign the benefit of this Trade Mark Licence Agreement in accordance with clause 12.2 of the LSA.
- 7.3 The Licensor may assign the benefit of this Trade Mark Licence Agreement to BAE Systems plc.

## **8. GOVERNING LAW**

This Trade Mark Licence Agreement shall be governed by and construed in accordance with English law.

## **9. SEVERABILITY**

Should any provision of this Trade Mark Licence Agreement be void or illegal for any reason, the validity of the remainder of this Trade Mark Licence Agreement shall not be affected and the Parties shall promptly enter into negotiation in good faith to find a replacement for the provision which allows performance of the LSA.

## **10. WAIVER**

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No waiver of any rights arising under this Trade Mark Licence Agreement shall be effective unless in writing and signed by a duly authorised signatory of the party against whom the waiver is to be enforced. No failure or delay by either party in exercising any right, power or remedy under this Trade Mark Licence Agreement (except as expressly provided herein) shall operate as a waiver of any such right, power or remedy.

AS WITNESS this Trade Mark Licence Agreement has been signed on behalf of the Parties the day and year first above written

Signed for and on behalf of  
LICENSOR

BAE SYSTEMS INTEGRATED SYSTEM TECHNOLOGIES LIMITED

M. Jewess  
Signature

MICHAEL SEWESS  
Name

Signed for and on behalf of  
LICENSEES

PETARDS GROUP PLC

A.R. Wonnacott  
Signature

A.R. WONNACOTT.  
Name

PETARDS INC.

W. Conn  
Signature

W. CONN  
Name