

02/06/2012

Form PTO-1594 (Rev. 03-11)
OMB Collection 0651-0027 (exp

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



103640309

SHEET

TRADEMARK ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

02/06/12

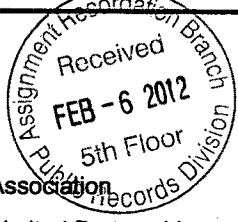
1. Name of conveying party(ies):

Trex Enterprises Corporation

- Individual(s)
- General Partnership
- Corporation- State: California
- Other
- Association
- Limited Partnership

Citizenship (see guidelines)

Additional names of conveying parties attached? Yes No



2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Trex Aviation Systems Corporation

Internal Address: _____

Address: _____

Street Address: 10455 Pacific Center Court

City: San Diego

State: California

Country: US Zip: 92121

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Delaware
- Other _____ Citizenship _____

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)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) December 1, 2011

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

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

85/132,265 and 85/226,850

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

85/132,265 is for FOD FINDER; 85/226,850 is for AIR BOSS

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

Name: John R. Ross, III

Internal Address: _____

Street Address: P.O. Box 2138

City: Del Mar

State: CA Zip: 92014

Phone Number: 858-755-3122

Fax Number: 858-755-3122

Email Address: msspatent@pachell.net

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 80

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

02/06/2012 TLEE11 00000006 200678

Deposit Account Number: 01 FC:8521 40.00 DA
01 FC:0002 200678 25.00 DA

Authorized User Name John R. Ross

85132265

9. Signature:

John R. Ross
Signature

February 2, 2012
Date

John R. Ross
Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 004731 FRAME: 0433

TECHNOLOGY TRANSFER AGREEMENT

THIS TECHNOLOGY TRANSFER AGREEMENT is made as of this 1st day of December, 2011, by and between Trex Enterprises Corporation, a California corporation ("Trex"), and Trex Aviation Systems Corporation, a Delaware corporation (the "Company").

The Company desires to acquire from Trex and Trex desires to transfer to the Company certain intellectual property rights related to FOD technology.

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

1. Assignment of Intellectual Property Rights; License Back to Trex.

(a) In consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Trex hereby sells, assigns and transfers to the Company all of Trex's right, title and interest to the U.S. and foreign patents, patent applications and the trademark identified in Schedule 1 to this Agreement, together with all continuations, continuations-in-part, re-issues or divisionals related to such patents and patent applications, and all related know-how and good will (collectively, the "Technology"). Trex will take all such further actions and execute and deliver such further instruments and documents as may be required to give effect to the transfer of Technology set forth in this Section 1.

(b) The Company hereby grants a non-exclusive, fully-paid, royalty-free, perpetual, irrevocable and worldwide right and license to the Technology solely to allow Trex to fulfill its obligations under those contracts heretofore entered into by Trex with governmental entities and identified in Schedule 2 to this Agreement and any future contracts with governmental entities entered into by Trex with the approval of the Company's Board of Directors.

(c) Trex covenants and agrees that it will, upon request, execute and deliver to the Company or its legal representatives any and all papers, agreements, instruments and/or affidavits required to give effect to the assignment set forth in this Section 1.

2. Representations and Warranties of Trex.

In order to induce the Company to enter into this Agreement and to consummate the transactions contemplated by this Agreement, Trex makes to the Company the representations and warranties contained in this Section 3, in each case as of the date of this Agreement.

(a) **Organization and Corporate Power.** Trex is a corporation duly organized, validly existing and in good standing under the laws of California, and is duly qualified or registered to do business and is in good standing as a foreign corporation in each jurisdiction in which the failure to be so qualified would have a material adverse effect on the Company. Trex has all required corporate power and authority to carry on its business as presently conducted, to enter into and perform this Agreement and to carry out the transactions contemplated by this Agreement.

(b) **Authority and Non-Contravention.** Trex has full right, authority and power under its Articles of Incorporation and Bylaws to enter into this Agreement and to carry out the

transactions contemplated by this Agreement, and the execution, delivery and performance by Trex of this Agreement have been duly authorized by all necessary action under Trex's Articles of Incorporation and Bylaws. This Agreement constitutes the valid and binding obligation of Trex enforceable in accordance with its terms, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general application affecting enforcement of creditors' rights generally or by equitable principles, (b) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies and (c) to the extent that the enforceability of the indemnification provisions in this Agreement may be limited by applicable law.

(c) Intellectual Property Rights.

(i) In connection with the Technology, to the best of Trex's knowledge Trex has not interfered with, infringed upon, misappropriated, or otherwise come into conflict with any intellectual property rights of third parties, and Trex has not received any charge, complaint, claim, demand, or notice alleging any such interference, infringement, misappropriation, or violation (including any claim that Trex must license or refrain from using any intellectual property rights of any third party). To the best knowledge of Trex, no third party has interfered with, infringed upon, misappropriated, or otherwise come into conflict with any of the Technology.

(ii) Trex has not granted any third party license, agreement, or other permission with respect to any of the Technology. Trex has delivered to Company correct and complete copies of all patents, registrations, applications, licenses, agreements, and permissions (as amended to date) related to the Technology and has made available to Company correct and complete copies of all other written documentation evidencing ownership and prosecution (if applicable) of the Technology. With respect to the Technology:

(A) Trex owns the exclusive right to exercise the patent, trademark, copyright and trade secret rights relating to the Technology;

(B) the Technology is not subject to any outstanding injunction, judgment, order, decree, ruling, or charge;

(C) no action, suit, proceeding, hearing, investigation, charge, complaint, claim, or demand is pending or, to the best knowledge of Trex, is threatened which challenges the legality, validity, enforcement, use, or ownership of the Technology;

(D) Trex has never agreed to indemnify any person other than the Company for or against any interference, infringement, misappropriation, or other conflict with respect to the Technology; and

(E) Trex has complied with, and is not in violation of any applicable federal, state or local statutes, laws and regulations affecting the Technology.

3. Representations and Warranties of the Company.

In order to induce Trex to enter into this Agreement and to consummate the transactions contemplated by this Agreement, the Company makes to Trex the representations and warranties contained in this Section 3, in each case as of the date of this Agreement.

(a) **Organization and Corporate Power.** The Company is a corporation duly organized, validly existing and in good standing under the laws of California. The Company has all required corporate power and authority to carry on its business as presently conducted, to enter into and perform this Agreement and to carry out the transactions contemplated by this Agreement.

(b) **Authority and Non-Contravention.** The Company has full right, authority and power under its Articles of Incorporation and Bylaws to enter into this Agreement and to carry out the transactions contemplated by this Agreement, and the execution, delivery and performance by the Company of this Agreement have been duly authorized by all necessary action under the Company's Articles of Incorporation and Bylaws. This Agreement constitutes the valid and binding obligation of the Company enforceable in accordance with its terms, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general application affecting enforcement of creditors' rights generally or by equitable principles, (b) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies and (c) to the extent that the enforceability of the indemnification provisions in this Agreement may be limited by applicable law.

4. General.

(a) **Independent Entities.** Nothing in this Agreement shall be construed to constitute the Company and Trex as a partner, franchisee, or agent of one another, nor shall either party have any authority to bind the other in any respect. Neither party has the power to make contracts in the name of the other, or to incur any liabilities whatsoever in the name of the other. Each party shall remain an independent contractor responsible only for its own actions.

(b) **Confidentiality.** Unless otherwise expressly provided for in this Agreement, both parties shall treat any information provided by or obtained from the other as proprietary or confidential and shall not disclose any such confidential information to any third party during the term of this Agreement or for a period of five (5) years thereafter, except for information which (i) at the time of disclosure, was published, known publicly or otherwise in the public domain; (ii) after disclosure, is published, becomes known publicly or otherwise becomes part of the public domain through no fault of the receiving party; (iii) prior to the time of disclosure, is known to the receiving party as evidenced by its written records and is not then subject to an obligation of confidentiality to any third party; and (iv) after disclosure, is made available to the receiving party in good faith by a third party under no obligation of confidentiality and without restriction on its further disclosure by the receiving party. Notwithstanding the preceding sentence, either party may disclose confidential information of the other and this Agreement to their legal representatives, employees, advisers and prospective stockholders and investors from which the disclosing party shall secure nondisclosure agreements to the extent such disclosure is reasonably necessary to achieve the purposes of this Agreement; or in connection with the filing and support of patent applications; or as required by law or to comply with applicable governmental regulations or court order, including the FDA and its foreign counterparts; provided that if a party is required to make such disclosure of the other party's confidential information, other than pursuant to a confidentiality agreement, it will give reasonable advance notice to the other party

of such disclosure and, save to the extent inappropriate in the case of patent applications, will use its reasonable best efforts to secure confidential treatment of such information in consultation with the other party prior to its disclosure and disclose only the minimum necessary to comply with such requirements.

(c) **Amendments, Waivers and Consents.** No provision of this Agreement may be waived otherwise than by a written instrument signed by the party or parties so waiving such covenant or other provision. No amendment to this Agreement may be made without the written consent of the Company and Trex.

(d) **Governing Law.** This Agreement shall be deemed to be a contract made under, and shall be construed in accordance with, the laws of the State of California, without giving effect to conflict of laws principles thereof. Subject to subsection (g) below, any actions or proceedings in connection with or arising out of this Agreement shall be commenced and maintained only in the San Diego Judicial District, County of San Diego, California.

(e) **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall constitute one and the same instrument. One or more counterparts of this Agreement may be delivered via telecopier, with the intention that they shall have the same effect as an original counterpart hereof.

(f) **Notices and Demands.** Any notice or demand which is required or provided to be given under this Agreement shall be in writing and shall be deemed to have been sufficiently given and received for all purposes when delivered by hand, telecopy, telex or other method of facsimile, or five (5) business days after being sent by certified or registered mail, postage and charges prepaid, return receipt requested, or on the day specified for delivery if sent by a nationally recognized overnight courier service providing receipt of delivery, to:

(i) if to the Company, 10455 Pacific Center Court, San Diego, California 92121, Attention: President.

(ii) if to Trex, 10455 Pacific Center Court, San Diego, California 92121, Attention: President.

(g) **Dispute Resolution.**

(i) All disputes, claims, or controversies arising out of or relating to this Agreement or the negotiation, validity or performance of this Agreement or the transactions contemplated by this Agreement that are not resolved by mutual agreement shall be resolved solely and exclusively by binding arbitration to be conducted before the American Arbitration Association ("AAA"). If AAA ceases operations, then the parties shall select a comparable organization that provides qualified arbitration services. The arbitration shall be held in San Diego, California before a single arbitrator and shall be conducted in accordance with the rules and regulations promulgated by AAA unless specifically modified herein.

The parties covenant and agree that the arbitration hearing shall commence within ninety (90) days of the date on which a written demand for arbitration is filed by any party hereto. In connection with the arbitration proceeding, the arbitrator shall have the power to order the production of documents by each party and any third-party witnesses. In addition, each party may take up to three depositions as of right, and the arbitrator may in his or her discretion allow additional depositions upon good cause shown by the moving party. However, the arbitrator shall

not have the power to order the answering of interrogatories or the response to requests for admission. In connection with any arbitration, each party shall provide to the other, no later than seven (7) business days before the date of the arbitration hearing, the identity of all persons that may testify at the arbitration and a copy of all documents that may be introduced at the arbitration hearing or considered or used by a party's witness or expert. The arbitrator's decision and award shall be made and delivered within three (3) months of the selection of the arbitrator. The arbitrator's decision shall set forth a reasoned basis for any finding of liability or award of damages. The arbitrator shall not have power to award damages in excess of actual compensatory damages and shall not multiply actual damages or award punitive damages or any other damages that are specifically excluded under this Agreement, and each party hereby irrevocably waives any claim to such damages.

The parties covenant and agree that they will participate in the arbitration in good faith and that they will share equally its costs, except as otherwise provided herein. The arbitrator may in his or her discretion assess costs and expenses (including the reasonable legal fees and expenses of the prevailing party whether claimant or respondent) against any party to a proceeding. Any party failing or refusing to comply with a valid order of the arbitrators issued in accordance with this Section 6(g) shall be liable for costs and expenses, including attorneys' fees, incurred by the other party in enforcing the order. Nothing in this Section 6(g) shall prohibit any party from proceeding in court without prior arbitration for the limited purpose of seeking a temporary or permanent injunction to avoid immediate and irreparable harm. The provisions of this Section 6(g) shall be enforceable in any court of competent jurisdiction.

Unless otherwise ordered, the parties shall bear their own attorneys' fees, costs and expenses in connection with the arbitration. The parties will share equally in the fees and expenses charged by AAA.

(ii) Each of the parties hereto irrevocably and unconditionally consents to the exclusive use of AAA to resolve all disputes, claims or controversies arising out of or relating to this Agreement or any other agreement executed and delivered pursuant to this Agreement or the negotiation, validity or performance hereof and thereof or the transactions contemplated hereby and thereby and further consents to the jurisdiction of the courts of the State of California for the purposes of enforcing the arbitration provisions of Section 6(g)(i) of this Agreement. Each party further irrevocably waives any objection to proceeding before AAA based upon lack of personal jurisdiction or to the laying of venue and further irrevocably and unconditionally waives and agrees not to make a claim in any court that arbitration before AAA has been brought in an inconvenient forum. Each of the parties hereto hereby consents to service of process by registered mail at the address to which notices are to be given. Each of the parties hereto agrees that its or his submission to jurisdiction and its or his consent to service of process by mail is made for the express benefit of the other parties hereto.

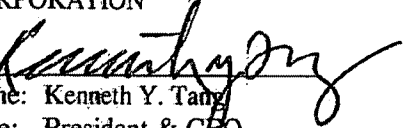
(h) **Assignment.** The rights and obligations of the parties under this Agreement may not be assigned or transferred in any manner without the prior express written approval of the other party, except that either party shall have the right to assign this Agreement in connection with the sale of its business (whether by sale of assets, stock, merger, consolidation or otherwise) to a third party so long as such third party assumes all of the obligations of the assigning party under this Agreement.

(i) **Further Assurances.** The parties shall execute such other and further instruments and documents and shall take such further action that may be reasonably required to implement and carry out this agreement.

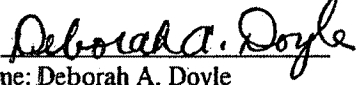
(j) **Entire Agreement.** This Agreement, together with the related agreements referred to in this Agreement and executed concurrently with this Agreement, represent the entire agreement between the parties with respect to the subject matter set forth in this Agreement, and supersedes all prior and contemporaneous oral and written agreements, communications, representations, commitments or understandings of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Technology Transfer Agreement to be duly executed and delivered by their proper and duly authorized representatives as of the day and year first above written.

TREX AVIATION SYSTEMS
CORPORATION

By: 
Name: Kenneth Y. Tang
Title: President & CEO

TREX ENTERPRISES
CORPORATION

By: 
Name: Deborah A. Doyle
Title: Vice President & Treasurer

Schedule 1

FOD RELATED PATENTS AND APPLICATIONS

US PATENT		
PATENT NUMBER	ISSUE DATE	TITLE
7,782,251	08-24-10	MOBILE MM WAVE IMAGING RADAR SYSTEM
US PATENT APPLICATIONS		
SERIAL NUMBER	FILING DATE	TITLE
12/806,488	08-12-10	MM WAVE SURFACE IMAGING RADAR SYSTEM
61/626,660	10-01-11	LONG RANGE MM WAVE SURFACE IMAGING RADAR SYSTEM
13/374,362	12-21-11	LONG RANGE MM WAVE SURFACE IMAGING RADAR SYSTEM
INTERNATIONAL PATENT APPLICATIONS		
SERIAL NUMBER	FILING DATE	TITLE
PCT/US09/05451	10-02-09	MOBILE MM WAVE IMAGING RADAR SYSTEM (PCT Priority Date 10-03-2008)
09818119.1	04-02-11	MOBILE MM WAVE IMAGING RADAR SYSTEM (European Patent Office)
200980144638	04-02-11	MOBILE MM WAVE IMAGING RADAR SYSTEM (China Patent Office)
TRADEMARK APPLICATIONS		
SERIAL NUMBER	FILING DATE	
85132265	01-26-11	FOD FINDER
85226850	01-26-11	AIR BOSS

Schedule 2

Government Contracts

<u>Contract#</u>	<u>Agency</u>	<u>Period of Performance</u>	<u>Contract Value</u>
PO438775	University of Illinois/FAA	02/25/2011 – 02/24/2012	\$ 50,000
M62974-11-P-8016* ¹	Marine Corps – Yuma AZ	09/01/2011 – 09/30/2012	\$ 85,410

*1 – This contract includes two one year options which, if exercised, would extend the period of performance by one additional year for each exercised option and would increase the contract value by an additional \$78,840 per option year.