

11-05-1998



100871081

PATENTS
WASHINGTON, D.C. 20231

BOX ASSIGNMENT

Attorney Reference: GEC 0661

REQUEST FOR RECORDING AND COVER SHEET UNDER 37 C.F.R. 3.28 AND 3.31

Please record the attached original document(s) or copy(ies) thereof.

1. Name of party conveying the interest:

GEC-Marconi Limited

2. Name and address of party receiving the interest:

Thomson Marconi Sonar Limited
The Grove, Warren Lane
Stanmore, Middlesex, HA7 4LY
UNITED KINGDOM

3. Description of the interest conveyed or transaction to be recorded:

☒ Assignment ☐ Other:

4. Application Number: 08/943,476

Patent Number:

Registration Number:

☐ Document filed together with a patent application executed on _____

5. Address correspondence concerning this request to: VENABLE

Suite 300 East, 1100 New York Avenue, N.W., Washington, D.C. 20005-3955

6. Number of Applications, Patents or Registrations and total fee:

Patents: 1 patent rights @ \$40 Total: \$ 40.00

-or-

Trademarks: First trademark right \$40

 additional trademark rights @ \$25 \$ Total: \$

If no fee is attached, or if a greater or lesser fee is required, please charge or credit our Account No. 19-3700.

7. Date of execution of document: September 4, 1998

8. If document is an assignment of a trademark right to an assignee who is not domiciled in the United States, such assignee has designated a domestic representative

☐ per attached designation ☐ other:

9. To the best of knowledge and belief of the undersigned, the foregoing information is true and correct and any attached copy is a true copy of the original document.

10. Date: October 27, 1998


Name: Norman N. Kunitz

Registration Number: 20,586

11/04/1998 DMGUYEN 00000336 08943476

02/94

01.FC:501

01.FC:501

40.00 DP

PATENT

REEL: 9552 FRAME: 0799

THIS ASSIGNMENT is made this 4th day of September, 1998

BETWEEN:

1. GEC-Marconi Limited, of The Grove, Warren Lane, Stanmore, Middlesex, HA7 4LY, United Kingdom ("the Assignor"); and
2. Thomson Marconi Sonar Limited, formerly known as GEC-Marconi Sonar Systems Limited, and also of The Grove, Warren Lane, Stanmore, Middlesex, HA7 4LY, United Kingdom ("the Assignee").

WHEREAS:

- A. The Assignor is the applicant named on United States patent application serial number 08/943476 filed on 9 July 1997 and entitled 'Improvements in or Relating to Targeting Systems' ("the Patent Application").
- B. Pursuant to an agreement dated 27th March 1996 between the parties hereto ("the Business Purchase Agreement"), the Assignor agreed to assign the Patent Application to the Assignee and the Assignee agreed to grant to the Assignor a licence to use and exploit the Patent Application and the invention protected by the Patent Application on the terms set out in the Business Purchase Agreement in each case with effect from 1st January 1996 (the "Effective Date").

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. **ASSIGNMENT**

Pursuant to and in consideration of the benefits specified in the Business Purchase Agreement, the Assignor hereby assigns to the Assignee (subject to any licences granted to third parties in respect of the Patent Application) with effect from the Effective Date all its right, title and interest in and to the Patent Application (including any continuation, division, continuation-in-part or reissue apps and the patents issuing therefrom) and further including all rights, privileges and advantages attaching thereto to hold unto the Assignee absolutely and with the intent that that Assignee shall (i) be absolutely entitled to any patent granted pursuant to the Patent Application for the full term of such patents; (ii) have the right to apply for, prosecute and obtain patent or like protection throughout the world for any invention described in the Patent Application, including the right to claim priority from it; and (iii) have the right to sue for past infringement and obtain damages.

2. **LICENCE**

Pursuant to the Business Purchase Agreement, the Assignee hereby grants to the Assignor with effect from the Effective Date an irrevocable, non-exclusive, worldwide, royalty-free licence in perpetuity (together with the right to sub-license any other member of the Selling Group as defined in the Business Purchase Agreement for so long as such company remains a member of such Group) to use and exploit the Patent Application, any Patent maturing therefrom, and the invention protected thereby.

3. **FURTHER ASSURANCE**

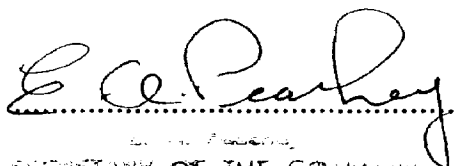
Each party hereto shall, on being required to do so by the other, now or at any time in the future, execute all such documents (including obtaining notarisations and other necessary attestations) as the other party may reasonably consider necessary for giving full effect to this Agreement and securing to each party the full benefit of the rights in this Agreement.

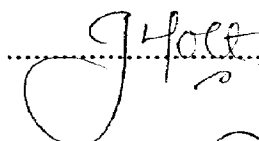
4. **GOVERNING LAW**

This Assignment shall be governed by and construed in accordance with English law.

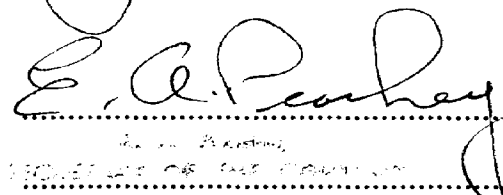
IN WITNESS whereof this Assignment has been executed by or on behalf of the parties the day and year above written.

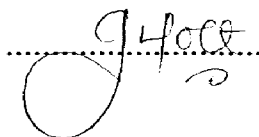
For and on behalf of
GEC-MARCONI LIMITED

..... (signature)
E. A. Pearkey
SECRETARY OF THE COMPANY..... (printed name)

..... (witness)

For and on behalf of
THOMSON MARCONI
SONAR LIMITED

..... (signature)
E. A. Pearkey
SECRETARY OF THE COMPANY..... (printed name)

..... (witness)