

03-15-1999

OMB No. 0651-0011 (exp. 4/94)



4

To the Honorable Commissioner of Patents

100939377

and original documents or copy thereof.

1. Name of conveying party(ies).

GEC-Marconi (Holdings) Limited

MCP
11-17-98

2. Name and address of receiving party(ies)

Thomson Marconi Sonar Limited

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

Address:

The Grove, Warren Lane

Stanmore, Middlesex, HA7 4LY

United Kingdom

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

Execution Dates: October 15, 1997Additional names(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

A. Patent Application No.(s)

3 Applications (see enclosed schedule)Additional numbers attached? ☐ Yes ☐ No

If this document is being filed together with a new application, the execution date of the application is: _____

B. Patent No.(s)

1 Patent (see enclosed Schedule)Additional numbers attached? ☐ Yes ☐ No

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

Name: Alan Israel, Esq.Address: KIRSCHSTEIN, et al.489 Fifth AvenueNew York, New York 10017

6. Total number of applications and patents involved:

4

7. Total Fee (37 C.F.R. 3.41).....\$160.00

☒ Enclosed☐ Authorized to be charged to deposit account

11/23/1998 JSWBAZZ 00000097 5196804

01 FC:581

160.00 DP

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Statement and signature.

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

Alan Israel, Reg. No. 27,564

Name of Person Signing

Signature

November 10, 1998

Date

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

5

PATENT

REEL: 9605 FRAME: 0124

SCHEDULE OF US PATENTS AND PATENT APPLICATIONS

IN THE NAME OF MARCONI AVIONICS LIMITED

(Agents: Kirschstein, Ottinger, Israel & Schiffmiller, PC)

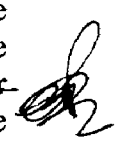
| GEC Patent Dept. Ref. | Title | Filing Date | Application No. | Patent No. | Status |
|-----------------------------|--------------------------------------|-----------------|--------------------|---------------|---------|
| P/52138 | Phase detectors | 23 Jan 1984 | 06/588,445 | 5196804 | Granted |
| P/52074 | Sonar direction finding apparatus | 29 Aug 1983 | 06/529,705 | | Pending |
| P/52081 | Bearing Algorithm | 29 Aug 1983 | 06/529,704 | | Pending |
| P/52093 | Phase Locked Loop Arrangements | 19 Sept 1983 | 06/533,764 | | Pending |

THIS ASSIGNMENT is made this 15th day of October 1997

BETWEEN:

1. GEC-Marconi (Holdings) Limited (formerly known as Marconi Avionics Limited), of The Grove, Warren Lane, Stanmore, Middlesex, HA7 4LY, United Kingdom ("the Assignor");
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"); and
3. GEC-Marconi Limited, of The Grove, Warren Lane, Stanmore, Middlesex, HA7 4LY, United Kingdom ("the Parent").

WHEREAS:

- A. The Assignor is the proprietor of the patent and applicant for registration of the patent applications, listed in the schedule hereto ("the Patents").
- B. The Assignor is a wholly owned subsidiary of the Parent.
- C. Pursuant to an agreement dated 27th March 1996 between the Parent and the Assignee ("the Business Purchase Agreement"), the Parent agreed to procure an assignment of the Patents to the Assignee and the Assignee agreed to grant to the Parent ~~and other members of its group of companies~~ a licence to use and exploit the Patents and the inventions protected by the Patents 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 Patents) with effect from the Effective Date all its right, title and interest in and to the Patents (including any continuation, division, continuation-in-part or reissue applications and the patents issuing therefrom) and further including all rights, privileges and advantages attaching thereto to hold unto the Assignee absolutely for the full term of such patents and with the intent that that Assignee shall (i) be absolutely entitled to any patent granted on any of the patent applications 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 embodied by any of such applications, including the right to claim priority from them; 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 Parent

and the Assignor with effect from the Effective Date an irrevocable, non-exclusive, worldwide, royalty-free licence for the full term of the Patents (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 Patents and the inventions protected by the Patents.

3. **FURTHER ASSURANCE**

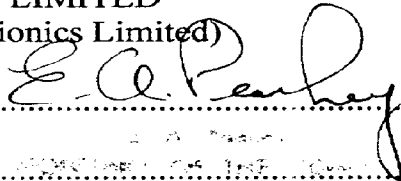
Each party hereto shall, on being required to do so by the other, now or at any time in the future, execute all such documents (including obtaining notarisations and other necessary attestations) as the other party may reasonably consider necessary for giving full effect to this Agreement and securing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

4. **GOVERNING LAW**

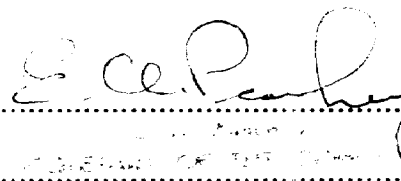
This Assignment shall be governed by and construed in accordance with English law.

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

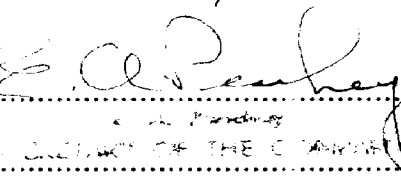
For and on behalf of
GEC-MARCONI (HOLDINGS) LIMITED
(formerly known as Marconi Avionics Limited)


..... (signature)
E. A. Penley
DIRECTOR OF THE COMPANY
..... (printed name)
..... W. Bywater (witness)

For and on behalf of
THOMSON MARCONI
SONAR LIMITED


..... (signature)
E. A. Penley
DIRECTOR OF THE COMPANY
..... (printed name)
..... W. Bywater (witness)

For and on behalf of
GEC-MARCONI LIMITED


..... (signature)
E. A. Penley
DIRECTOR OF THE COMPANY
..... (printed name)
..... W. Bywater (witness)

I hereby certify the attached document to be a true copy of the original.



R K Tolfree, Chartered Patent Attorney
4 September 1998