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U.S DEPARTMENT OF COMMERCE
Patent and Trademark Office

Attorney Docket No. 3122/46420

101037791

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Siemens Plessey Electronic Systems Limited

Additional name(s) of conveying party(ies) attached?
_ yes X no

2. Name and address of receiving party(ies)

Name: AIRSYS ATM Limited

Internal Address:

Street Address:

Oakcroft Road, Chessington, Surrey, KT9 1QZ, United Kingdom

3. Nature of Conveyance:

X Assignment _ Merger
_ Security Agreement _ Change of Name
X Other: and LICENCE AGREEMENT

City State Zip
Additional name(s) & address(es) attached?
_ yes X no

Execution Date: September 30, 1997

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

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

A. Patent Application No.(s)

B. Patent No(s).

5,512,900

Additional numbers attached? _ Yes X No

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

Gary R. Edwards, Esquire
Evenson, McKeown, Edwards
& Lenahan, P.L.L.C.
1200 G Street, N.W., Suite 700
Washington, D.C. 20005

6. Total number of applications and patents involved: 1

7. Total Fee (37 CFR 3.41): \$ 40.00
X Enclosed. Please charge any underpayment in connection with this Assignment to Deposit Account No. 05-1323

_ Authorized to be charged to Deposit Account

8. Deposit Account No.

(Attach dupl. copy of this page if paying by Deposit Account)

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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.

Gary R. Edwards
Name Gary R. Edwards Reg. No. 31,824

May 11, 1999
Date

TOTAL NUMBER OF PAGES INCLUDING COVER SHEET, ATTACHMENTS, AND DOCUMENT: 11

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Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Dated 30th September 1997

SIEMENS AKTIENGESELLSCHAFT
and
SIEMENS PLESSEY ELECTRONIC SYSTEMS LIMITED (1)

and

AIRSYS ATM LIMITED (2)

PATENT ASSIGNMENT
and **LICENCE AGREEMENT**

Siemens Group Services Limited
Siemens House
Oldbury
Bracknell
Berkshire RG12 8FZ

PATENT
REEL: 9935 FRAME: 0919

THIS AGREEMENT is made effective as of the 30 day of September 1997

BETWEEN:

SIEMENS AKTIENGESELLSCHAFT whose registered office is at Wittelsbacherplatz 2, 80333 München, Germany (hereinafter called "Siemens") and

SIEMENS PLESSEY ELECTRONIC SYSTEMS LIMITED whose registered office is at Grange Road, Somerford, Christchurch, Dorset, BH23 4JE, England (hereinafter called "SPESL")

of the one part

and

AIRSYS ATM LIMITED whose registered office is at Oakcroft Road, Chessington, Surrey KT9 1QZ (hereinafter called "AIRSYS")

of the other part

WHEREAS

SPESL is the registered proprietor and the beneficial owner of the patents and applications therefor listed in the Schedule hereto (hereinafter called "the Patents"); and

Pursuant to an agreement dated 22 April 1991 SPESL granted to Siemens certain licences under the Patents; and

Siemens is the ultimate parent company of SPESL; and

Pursuant to a Joint Venture Agreement dated 5 June 1997 ("the Joint Venture Agreement") Siemens has agreed to procure the assignment of the Patents to AIRSYS subject to obtaining a licence under the Patents.

NOW THEREFORE in consideration of the mutual covenants herein contained **THE PARTIES** HEREBY AGREE as follows:

1. Definitions

"Affiliated Company" means, with respect to any Party, any person or entity directly or indirectly, through one or more intermediaries, controlling, controlled by or under common control with such person or entity; for the purpose of this definition "control" means the beneficial ownership by any one person or entity or several persons or entities acting in concert (the "Controlling Person(s)") of more than fifty per cent of the voting rights of the controlled person or any rights entitling such Controlling Person(s) to elect a majority of members of the board of directors or similar corporate body of the controlled person, whether directly or indirectly.

"Field" means the field of activities defined in Annex 1 hereto.

2. Assignment

- 2.1. In consideration of the payment of one pound by AIRSYS to SPESL, receipt of which is hereby acknowledged by SPESL, SPESL as beneficial owner hereby assigns to AIRSYS, who accepts, all its right title and interest in and to the Patents together with the right to sue for past infringement thereof.
- 2.2. The aforesaid assignment of the Patents is made subject to and reserving the rights of existing licensees and sublicensees thereunder.



3. Licence

In consideration of the payment of one pound by each of Siemens and SPESL to AIRSYS, receipt of which is hereby acknowledged by AIRSYS, AIRSYS hereby grants and agrees to grant to each of Siemens and SPESL under the Patents an irrevocable, non-exclusive, royalty-free assignable licence to do anything outside of the Field which would otherwise be an infringement of any of the Patents. Such licence includes the right to grant sub-licences to any company which is an Affiliated Company of Siemens or of SPESL, as the case may be, for so long as it remains an Affiliated Company thereof.

4. Formal Patent Assignment

In respect of any Patent assigned or agreed to be assigned pursuant to this Agreement SPESL shall at the request of AIRSYS do all such acts and execute all such documents as may be reasonably required for securing official registration of such assignment. The costs of doing such acts and executing such documents shall, unless otherwise agreed, be shared equally between SPESL and AIRSYS.

5. Notices

Any notice required to be given under this Agreement shall be in writing and shall be effectively given if delivered at or sent by prepaid first-class post (airmail if to a destination overseas from the point of mailing) or by facsimile to the party in question at the address set out below (or otherwise notified from time to time in accordance with this clause):

SIEMENS: Siemens AG
Wittelsbacherplatz 2
80333 München
Germany

For the attention of:

Fax no:

SPEL: Siemens Plessey Electronic Systems Limited
Grange Road
Somerford
Christchurch
Dorset BH23 4JE
England

For the attention of: The Company Secretary
Fax no.: 01202 404221

AIRSYS: Airsys ATM Limited
Oakcroft Road
Chessington
Surrey KT9 1QZ
England

For the attention of: The Company Secretary
Fax no.: 0181 391 6196

Any notice sent by post shall be deemed given at the commencement of business on the third business day after it was posted. Any notice sent by fax shall be deemed given at the commencement of business on the next business day following the day of its transmission.

6. Conflicts

In the event of a conflict between a provision of this Agreement and a provision of the Joint Venture Agreement the latter shall prevail.

7. Law

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

**THE SCHEDULE
THE PATENTS**

File	Country	Application No.	Date	Patent No.	Title
F20882	Great Britain	9201645.0	25.01.92	2263823B	Cable Frangible Connector
F20978	Great Britain	9319993.3	28.09.93	-	Effective Side Lobe Monitor
F20978	Europe	94112612.0	12.08.94	-	Effective Side Lobe Monitor
F20978	United States	08/293193	19.08.94	5512900	Effective Side Lobe Monitor
F20978	Canada	2129944	11.08.94	-	Effective Side Lobe Monitor
F20978	Japan	231644/94	27.09.94	-	Effective Side Lobe Monitor
F20978	Australia	72874/94	08.09.94	-	Effective Side Lobe Monitor
F20836	Great Britain	9105180.5	12.03.91	-	Radar Antenna Systems

ANNEX 1
THE FIELD

For the purpose of this Agreement, the Field shall mean:

- (1) the field of air traffic management (**ATM**) whose identified objective is to enable aircraft operators to meet their planned times of departure and arrival and adhere to their preferred flight profiles with minimum constraints, without compromising existing safety levels and more and more to provide increased system capacity to meet traffic demand, and

- (2) the field of airport turnkey systems (**AIRPORT TURNKEY SYSTEMS**) whose identified objective is to address the needs of either the erection of a complete new airport or a part of such airport, or the retrofit/upgrading of a complete existing airport or a substantial part of such airport concerning the landside (terminal buildings) and/or the airside (Apron or manoeuver/parking area for aircraft, taxiways and runways of the airport).

ATM

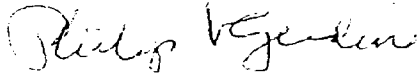
The International Civil Aviation Organisation considers that ATM consists of three primary elements: airspace management, air traffic services and air traffic flow management.

ATM equipment refer to ground-based equipment used by civil and military aviation authorities for the purposes of providing aircraft surveillance, traffic control, en route and terminal traffic management , monitoring traffic density and safety issues but do not refer to airborne equipment on aircraft, called avionics equipment. ATM equipment correspond to four classes of technology: communication, navigation, surveillance and automation which may be provided by suppliers according to various type of offers (product standalone, turnkey systems, services).

AIRPORT TURNKEY SYSTEMS

The airport turnkey systems market refers to nine business segments: finance and engineering, airport construction, Apron equipment, passengers terminal, cargo terminal, ATM systems (dedicated to the airport air traffic control area), airport communication, airport security and airport operations. The airport turnkey systems may be sold to different types of customers: national or federal governments, civil aviation authorities, airport authorities, airlines, airport operators, main contractors.

AS WITNESS the hands of the parties the day and year first before written



Signed for and on behalf of

SIEMENS AKTIENGESELLSCHAFT



Signed for and on behalf of

SIEMENS PLESSEY ELECTRONIC SYSTEMS LIMITED



Signed for and on behalf of

AIRSYS ATM LIMITED

