

Substitute for Form PTO-1595

**RECORDATION FORM COVER SHEET
PATENTS ONLY**U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office**Attorney's Docket No. 031711-027**

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Weston Aerospace

2. Name and address of receiving party(ies):

Name: Angelchance Limited

Address:

1 Mitchell Lane
Bristol
BS1 6BUAdditional name(s) of conveying party(ies) attached? ☐ Yes ☒ No**3. Nature of conveyance:**

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

Execution Date: June 11, 2003Additional name(s) & addresses attached? ☐ Yes ☒ No**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)**5,423,610; 5,678,926 (reissued as RE 36,285); 5,373,234;
5,442,963; 5,060,526; and 6,425,687Additional numbers attached? ☐ Yes ☒ No**5. Name and address of party to whom correspondence concerning document should be mailed:**

Name: Malcolm K. McGowan, Ph.D.

Address:

Burns, Doane, Swecker & Mathis, L.L.P.
Customer Number 2 1 8 3 9
P.O. Box 1404
Alexandria, Virginia 22313-1404**6. Total number of applications and patents involved:**

6

7. Total fee (37 CFR 3.41).....\$ 240.00

- ☐ Enclosed
☒ Authorized to be charged to deposit account
☐ Credit card. Form PTO-2038 is attached.

8. Deposit account number:

02-4800

(Attach duplicate copy of this page if paying by deposit account.)

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.*

Malcolm K. McGowan, Ph.D.

39,300

Name of Person Signing

Reg. No.

Signature

Nov. 20, 2004

Date

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

12

Mail documents to be recorded with required cover sheet information to:
 Director of the United States Patent and Trademark Office / Mail Stop Assignment Recordation Services
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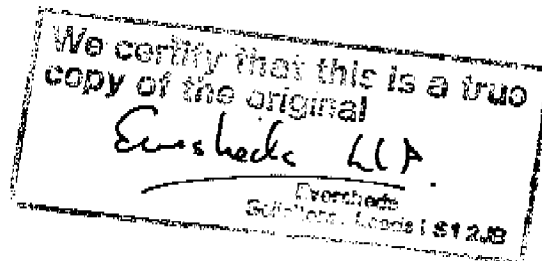
DATED

11

JUNE

2003

- (1) WESTON AEROSPACE
- (2) ANGELCHANCE LIMITED



A G R E E M E N T

for the sale and purchase of the Business of Weston Aerospace

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THIS AGREEMENT is made on 11 June
BETWEEN



- (1) Weston Aerospace (registered in England and Wales No 03817397) whose registered office is at Mitre House, 160 Aldersgate Street, London, EC1A 4DD ("the Vendor"); and
- (2) Angelchance Limited (registered in England and Wales No 04740406) whose registered office is at 1 Mitchell Lane, Bristol, BS1 6BU ("the Purchaser").

BACKGROUND

- (A) The Vendor has agreed to sell to the Purchaser its business and undertaking together with the goodwill and assets of such business ("the Business") immediately following the close of business on 11 June 2003 ("the Transfer Date") on the terms set out in this Agreement.

OPERATIVE PROVISIONS

1. INTERPRETATION

In this Agreement the following expressions have the following meanings unless inconsistent with the context:

"Business Intellectual Property" - all Intellectual Property rights owned by the Vendor in respect of or relating to the Business; and

"Intellectual Property" - all industrial and intellectual property rights including without limitation all patents, utility models, trade marks or trade names, rights to prevent passing off or unfair competition, registered designs, design rights, domain names and all know-how which is used in or relates to the business of the Vendor and copyright, in each case whether registered or not and including applications or rights to apply for the same and together with all extensions and renewals of the same and all rights to sue for past infringement of the same, owned by the Vendor and (so far as the Vendor may assign the same) the benefit of all licences (if any) of such intellectual property and of other such intellectual property and/or know-how licensed for use in the Vendor's business.

2. SALE AND PURCHASE

2.1 The Vendor will sell with full title guarantee free from all liens, charges, encumbrances or equities except reservation of title claims by suppliers and the Purchaser will purchase as at the Transfer Date:

- 2.1.1 the business and undertaking of the Vendor as a going concern together with the goodwill of such business and the exclusive right for the Purchaser to represent itself as carrying on such business in continuation and in succession to the Vendor;
- 2.1.2 all the leasehold property of the Vendor;
- 2.1.3 all tangible assets (save for stock in trade and cash at bank or in hand) owned by the Vendor including (but not limited to) all plant and machinery, equipment, furniture, fixtures and fittings, computer and communication hardware and software, office stocks and equipment, tools, motor cars and other motor vehicles;
- 2.1.4 all stock in trade, partly finished and finished goods and all other materials and work in progress of the Vendor;
- 2.1.5 the benefit of all contracts of whatever nature (including without limitation any lease, hire or hire purchase agreements entered into by the Vendor) and orders and engagements held by the Vendor in connection with its business (so far as the Vendor may assign the same and subject, where necessary, to the consent of the other parties to such contracts, orders and engagements);
- 2.1.6 the Business Intellectual Property;
- 2.1.7 all cash in hand or at bank, the book and other debts and claims due to the Vendor including payments in advance in connection with the Vendor's business and the benefit of all securities for such debts and claims;
- 2.1.8 to the extent to which the Vendor is legally able to assign them, all the Vendor's rights against third parties (including without limitation all rights in connection with third parties' guarantees, warranties and representations or arising under any of the contracts referred to at **clause 2.1.5**) with respect to the Vendor's business or any of the assets and the Vendor and the Purchaser agree that the Vendor will, at the Purchaser's request and cost, give to the Purchaser all assistance in the power of the Vendor to enable the Purchaser to assume the benefit of and to enforce these rights; and

2.1.9 all other assets of the Vendor whatsoever and wheresoever.

2.2 The Vendor and the Purchaser will co-operate and each will do all it reasonably can to procure any necessary consent from a third party to an assignment or a transfer in favour of the Purchaser of any of the assets agreed to be sold pursuant to this Agreement.

3. **EFFECTIVE DATE**

The sale and purchase of the business will take effect immediately after the Transfer Date. The Vendor will immediately after the Transfer Date be deemed to have ceased to trade in its own right but shall retain possession of those of the assets which are not capable of transfer by delivery, until actual completion of the relevant instruments of transfer in respect of such assets, on behalf of and as agent for the Purchaser. All profits and losses relating to such assets will immediately after the Transfer Date belong to or be borne by (as the case may be) the Purchaser and the Vendor will account to the Purchaser and be entitled to an indemnity accordingly.

4. **CONSIDERATION**

4.1 The aggregate consideration for the sale and purchase ("the Consideration") will be:

4.1.1 the sum of £44 million; and

4.1.2 the assumption, satisfaction and discharge by the Purchaser of all the debts, liabilities and obligations of the Vendor as at the Transfer Date, as more particularly described in **clause 4.4**.

4.2 The respective values to be attributed to the assets for the purpose of apportioning the Consideration will be as disclosed in the completion accounts to be prepared pursuant to Schedule 11 of an agreement between Roxboro Overseas Limited (1), Roxboro Holdings, Inc (2), Weston Group Limited (3), The Roxboro Group PLC (4), Esterline Technologies Corporation (5) and Esterline Technologies Acquisition Limited (6) dated 21 May 2003 and the balance will be allocated to goodwill.

4.3 That part of the Consideration referred to in **clause 4.1.1** will remain a debt due from the Purchaser to the Vendor on inter-company loan account payable on demand pursuant to the terms of a promissory note ("the Promissory Note").

4.4 The Purchaser will assume, satisfy and discharge all debts, liabilities and obligations of the Vendor on the Transfer Date including without limitation any unquantified or contingent liabilities and any liabilities existing of the Vendor incurred in relation to

activities of the Vendor which took place prior to the Transfer Date and the Purchaser will adopt, perform and fulfil all contracts and engagements outstanding at the Transfer Date binding on the Vendor.

5. COMPLETION

Completion of the sale and purchase under this Agreement ("Completion") will take place on the Transfer Date (or such other date or time as the Vendor and the Purchaser may agree) when:

- 5.1 the Vendor will deliver to the Purchaser all of the assets which are capable of transfer by delivery;
- 5.2 (or as soon as practicable thereafter) the Vendor will deliver to the Purchaser instruments of transfer (in each case in a form approved by the Purchaser) of those assets which will not pass by delivery; and
- 5.3 upon completion of the matters referred to in **clauses 5.1 and 5.2** the Consideration will become due, the Purchaser will deliver to the Vendor the duly executed Promissory Note and the Purchaser will assume, satisfy and discharge the debts liabilities and obligations referred to in **clause 4.4**.

6. TITLE TO THE ASSETS

The Purchaser will accept without requisition or objection the title of the Vendor to the business and assets.

7. BOOKS AND RECORDS

- 7.1 The Books and Records (as defined in **clause 7.2**) will be delivered by the Vendor to the Purchaser on Completion but the Vendor will have access to and use of them and be entitled to take copies of them at all reasonable times.
- 7.2 For the purposes of **clause 7.1** "Books and Records" means all files, records, documents, contracts, lists of customers and suppliers, books of account, orders, invoices, statements, quotations, costing records, value added tax ("VAT") records and all other documents and records relating to the Vendor's business, in whatever form such information is needed or stored.

8. INSURANCES

The Purchaser will be entitled to the benefit of all policies of insurance effected by the Vendor relating to the Vendor's business with effect from the Transfer Date until

such time as it notifies the Vendor otherwise. The Purchaser will be entitled to have its interest noted on any such policies of insurance and in so far as it is possible to be substituted in place of the Vendor as policyholder and the Vendor undertakes with effect from the Transfer Date to direct the relevant insurance company or companies to pay all proceeds of insurance directly to the Purchaser and will hold all proceeds of insurance on trust for the Purchaser absolutely.

9. **ASSIGNMENT OR NOVATION OF CONTRACTS**

The Vendor and the Purchaser hereby mutually agree as follows:

- 9.1 all rights under any contracts of whatever nature to which the Vendor is a party (including without limitation any lease, hire or hire purchase agreements) which are assignable by the Vendor without the consent of any other party will be assigned to the Purchaser immediately after the Transfer Date and all rights under any such contracts not so assignable shall immediately after the Transfer Date be held by the Vendor upon trust for the Purchaser absolutely;
- 9.2 all obligations under any and all such contracts will, if and to the extent not assigned or novated by agreement with the other party or parties thereto, from immediately after the Transfer Date be carried out by the Vendor as agent for the Purchaser, the Vendor continuing its obligations to the other party or parties to such contracts but so that all profits and losses arising thereunder will belong to or be borne by the Purchaser and the Vendor will continue to hold itself out to such other party or parties as being a party to or bound by such contracts for so long as the Purchaser requires; and
- 9.3 if requested by the Purchaser, the Vendor will use all reasonable endeavours (taking into account its reasonable commercial considerations) to obtain or to procure the obtaining of all necessary consents for the assignment and/or novation to the Purchaser of the rights and obligations of the Vendor under such contracts.

10. **EMPLOYEES**

It is acknowledged that by virtue of the Transfer of Undertakings (Protection of Employment) Regulations 1981, the contracts of employment between the Vendor and its employees (except in so far as such contracts relate to any occupational pension scheme) will have effect after the Transfer Date as if originally made between the Purchaser and each such employee and the Purchaser will indemnify and keep the Vendor indemnified from and against all and any action or claim of whatsoever nature by or in relation to any of such employees.

11. VALUE ADDED TAX

- 11.1 All amounts expressed in this Agreement as being payable by the Purchaser are expressed exclusive of any VAT which may be chargeable.
- 11.2 The parties intend that the provisions of section 49 of the Value Added Tax Act 1994 ("VATA") and Article 5 of the Value Added Tax (Special Provisions) Order 1995 will apply to the transfer of the Vendor's business to the Purchaser and the parties will each use their reasonable endeavours to secure that pursuant to the provisions referred to above the sale of such business is treated as neither a supply of goods nor a supply of services for the purposes of VAT but as a transfer of a business as a going concern.
- 11.3 In consequence, VAT is not to be paid on Completion in respect of any of the assets agreed to be sold, but if it is determined by HM Customs & Excise, whether before or after Completion, that VAT should have been paid and has not been paid, the Purchaser will, upon delivery by the Vendor of a tax invoice, forthwith pay to the Vendor the appropriate amount of VAT in addition to the Consideration and return to the Vendor all those records referred to in **clause 11.4** and all copies of such records.
- 11.4 The Vendor will on Completion deliver to the Purchaser all records relating to the assets agreed to be sold which are required to be preserved by the Purchaser by section 49(1)(b) VATA and will not thereafter make any request to HM Customs & Excise for a direction under that sub-section that such records will be preserved by the Vendor rather than the Purchaser. The Purchaser undertakes to preserve such records for such periods as may be required by law and to allow the Vendor and its agents access to, and to take copies of, such records on reasonable notice during normal business hours.

12. FURTHER ASSURANCE

The Vendor undertakes to and agrees with the Purchaser that it will at the reasonable request and cost of the Purchaser do or procure the doing of all such further acts and things and execute or procure the execution of all such documents as the Purchaser may reasonably require to vest in the Purchaser the legal and beneficial ownership of the business and assets of the Vendor in accordance with this Agreement.

13. GENERAL

- 13.1 This Agreement will be binding on and will enure for the benefit of each party's successors but will not be assignable by any party or its successors without the written consent of the other party.
- 13.2 Except insofar as the same have been fully performed at Completion, the provisions in this Agreement will continue in full force and effect notwithstanding completion.
- 13.3 Failure or delay by either party in exercising any right or remedy under this Agreement will not in any circumstances operate as a waiver of it, nor will any single or partial exercise of any right or remedy in any circumstances preclude any other or further exercise of it or the exercise of any other right or remedy.
- 13.4 Any waiver of any breach of, or any default under, any of the terms of this Agreement will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of this Agreement.
- 13.5 The formation, existence, construction, performance, validity and all aspects whatsoever of this Agreement or of any term of this Agreement will be governed by English law. The English Courts will have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Agreement.

- 13.6 The parties to this Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

THIS DOCUMENT is executed as a deed and delivered on the date stated at the beginning of this Deed.

SIGNED by WESTON AEROSPACE)
acting by and)
a director and its secretary or two directors:)

Director

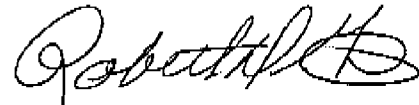
Director/Secretary



SIGNED by ANGELCHANCE LIMITED)
acting by and)
a director and its secretary or two directors:)

Director

Director/Secretary



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**Director****Director/Secretary**

SIGNED by ANGELCHANCE LIMITED
acting by and
a director and its secretary or two directors:

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**Director****Director/Secretary**