# PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
Bae Systems (Defence Systems) Limited	05/02/2006

#### **RECEIVING PARTY DATA**

Name:	Selex Communications Limited	
Street Address:	Marconi House, New Street, Chelmsford	
City:	Essex	
State/Country:	UNITED KINGDOM	
Postal Code:	al Code: CM1 1PL	

#### PROPERTY NUMBERS Total: 3

Property Type	Number
Application Number:	10531310
Patent Number:	4890298
Patent Number:	4953217

#### **CORRESPONDENCE DATA**

Fax Number: (305)830-2605

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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Correspondent Name: Paul D. Bianco

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ATTORNEY DOCKET NUMBER:	7790-X06-022
NAME OF SUBMITTER:	Paul D. Bianco

Total Attachments: 6

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PATENT REEL: 017663 FRAME: 0203

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PATENT REEL: 017663 FRAME: 0204

# BAE SYSTEMS (Defence Systems) Limited and Selex Communications Limited

# PATENT ASSIGNMENT FOR UNITED STATES OF AMERICA

PATENT REEL: 017663 FRAME: 0205

#### Between

- (1) BAE SYSTEMS (Defence Systems) Limited (Company Registration No. 236538) of Warwick House, P O Box 87, Farnborough Aerospace Centre, Farnborough, Hampshire, GU14 6YU, United Kingdom ("Assignor"); and
- (2) Selex Communications Limited (Company Registration No. 964533) of Marconi House, New Street, Chelmsford, Essex, CM1 1PL, United Kingdom ("Assignee")

#### Whereas:

- (A) Assignor is the registered proprietor of the patents particulars of which are set out in Annex I (the "Patents").
- (8) Assignor is entitled to the benefit of applications for patents particulars of which are set out in Annex II (the "Applications").
- (C) Assignor has agreed to assign to Assignee all its rights, titles and interests in the Patents and Applications for the consideration and upon the terms set out in this Agreement.

It is agreed as follows:

#### 1 Definitions

"Assignor's Group" means BAE Systems plc and all of its subsidiaries from time to time, (excluding, for the avoidance of doubt, Assignee); and

"Encumbrance" means any mortgage, charge (fixed or floating), pledge, lien, option, right to acquire, assignment by way of security, trust arrangement for the purpose of providing security or any other security interest of any kind, including retention arrangements and any agreement to create any of the foregoing but excluding rights of pre-emption in relation to share in any body corporate.

#### 2 Assignment

In consideration of the sum of £1 and other good and valuable consideration paid by Assignee to Assignor (the receipt of which Assignor acknowledges), Assignor assigns to Assignee, subject to any applicable requirements of law and the terms of any Encumbrances, existing licences or other rights of third parties:

- **2.1** all its right, title and interest in:
  - 2.1.1 the Patents:
  - 2.1.2 the Applications;

with the intent that any patent granted pursuant to any application assigned under this assignment should be granted in the name of and vest absolutely in Assignee; and 2.2 all rights of action arising or accrued in relation to any of the above (other than for any past acts by a member of the Assignor's Group) including, without limitation, the right to take proceedings and to seek and recover damages and seek other remedies for all past infringements.

#### 3 Convention Filing Right

This Assignment includes the right (where applicable) to file applications under the Paris Convention, corresponding to or based on any of the Applications, and to claim priority from those Applications.

#### 4 Further Assurance

Assignor agrees to execute such documents and provide such assistance as may be reasonably required by Assignee to obtain the full benefit of the Assignment. The cost of recordal of this Assignment at any patent registry shall be borne by Assignee.

#### 5 No warranties

- 5.1 Nothing in this Assignment shall be construed as a warranty or representation by Assignor that any of the Patents is valid or enforceable.
- 5.2 All warranties or other terms implied by statue or common law are hereby excluded from this Assignment to the fullest extent permitted by law.
- 5.3 This clause 5 shall be without prejudice to any other written agreement between the parties or their affiliated companies (or any of them).

#### 6 Law and Jurisdiction

This Assignment shall be interpreted in accordance with English law and the courts of England shall have exclusive jurisdiction over any disputes arising from it.

PATENT

REEL: 017663 FRAME: 0207

In witness whereof this Assignment has been entered into on the date stated at the beginning.

Signed for and on behalf of BAF-SYSTEMS (Defence Systems) Limited by:		
	Dr Jackett	
Print Name:	M'D MACKETT	
Date:	2 May 2006	
Witnessed By:	Auguss	
Print Name;	Munala Lines	
Signed for and on I	behalf of Selex Communications Limited by:	
	heighten Iones	
Print Name:	L.G. TONES	
	•	
Date:	5 MAY 2006	
Witnessed By:	B. Din	
Print Name:	B.C. Davis	

# Annex 1

# **Patents**

Case Ref.	<u>Patent No.</u>
XA1058	4890298
XA1063	4953217

PATENT —

REEL: 017663 FRAME: 0209

# Annex II

# **Applications**

Case Ref. Application No.

XA1690 10/531,310

PATENT REEL: 017663 FRAME: 0210

RECORDED: 05/24/2006