## PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

## **CONVEYING PARTY DATA**

Name	Execution Date
GKN Aerospace Transparency Systems (King Nortons) Limited	01/16/2007

## **RECEIVING PARTY DATA**

Name:	GKN Aerospace Services Limited	
Street Address:	Ferry Road	
City:	East Cowes, Isle of Wight	
State/Country:	UNITED KINGDOM	
Postal Code:	PO32 6RA	

#### PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	6518211

## **CORRESPONDENCE DATA**

Fax Number: (419)249-7151

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

Phone: 419 249 7134

Email: mauer@marshall-melhorn.com

Correspondent Name: Kenneth J. Mauer Address Line 1: Four Seagate, 8th Floor Address Line 4: Toledo, OHIO 43604

ATTORNEY DOCKET NUMBER:	F192618243001
NAME OF SUBMITTER:	Kenneth J. Mauer

#### **Total Attachments: 8**

source=IntellectualPropertyAssignment#page1.tif source=IntellectualPropertyAssignment#page2.tif source=IntellectualPropertyAssignment#page3.tif source=IntellectualPropertyAssignment#page4.tif source=IntellectualPropertyAssignment#page5.tif

PATENT **REEL: 020166 FRAME: 0001** 

500406347

source=IntellectualPropertyAssignment#page6.tif source=IntellectualPropertyAssignment#page7.tif source=IntellectualPropertyAssignment#page8.tif

> PATENT REEL: 020166 FRAME: 0002

# DATED

16 January 2007

## INTELLECTUAL PROPERTY ASSIGNMENT

between

# GKN AEROSPACE TRANSPARENCY SYSTEMS (KINGS NORTON) LIMITED

bas

GKN AEROSPACE SERVICES LIMITED

PATENT

REEL: 020166 FRAME: 0003

# CONTENTS

CLAUSE	,	
1. Definitions	····	1
2 Assignment		1
3. Further assurance		. 2
4. Governing law and jurisdiction		3
5. Entire Agreement	I	3
6. Effective Date	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	3
•	,	<u> </u>
SCHEDULE		
	1	
SCHEDULE 1 PATENTS AND PATENT APPLICATIONS		.4
Part 1. Patents		. 4
Part 2. Patent applications		1
		, ,
POTENTIATE A TWO AND A PARTY		}

PATENT

REEL: 020166 FRAME: 0004

# THIS ASSIGNMENT is dated 16 January 2007

#### **PARTIES**

- (1) GKN AEROSPACE TRANSPARENCY SYSTEMS (KINGS NORTON)
  LIMITED incorporated and registered in ENGLAND with company number
  01999018 whose registered office is at Ferry Road, East Cowes, Isle Of Wight
  PO32 6RA (Assignor).
- (2) GKN AEROSPACE SERVICES LIMITED incorporated and registered in ENGLAND with company number 00355922 whose registered office is at Ferry Road, East Cowes, Isle Of Wight PO32 6RA (Assignce).

#### BACKGROUND

- (A) The Assignor is the proprietor of (or applicant for) the patents and patent applications listed in Schedule 1 to this assignment (Patent(s)), the trade marks listed in Schedule 2 to this assignment (Trade Mark(s)) and the owner of other unregistered intellectual property rights.
- (B) By an agreement dated 20 December 2006 between the Assignor and the Assignee for the sale by the Assignor and purchase by the Assignee of the business of the Assignor (the "Sale Agreement"), the Assignor has agreed to assign the Intellectual Property (as defined therein), which includes without limitation the Patent(s) and the Trade Marks (as defined herein) to the Assignee on the terms set out in this assignment.

#### AGREED TERMS

## 1. **DEFINITIONS**

The definition in this clause applies in this agreement.

Unregistered Intellectual Property Rights: all Intellectual Property (as defined in the Sale Agreement) other than the Patents and the Trade Marks, including without limitation rights to inventions, copyright and related rights, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) including all rights to apply for Patents, Registered Designs and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world

#### 2. ASSIGNMENT

In consideration of the sum of £1 (receipt of which the Assignor expressly acknowledges), the Assignor hereby assigns to the Assignee with full title guarantee:

- 2.1 the full and exclusive benefit of the Patents including without limitation:
- (a) the right to recover and take all such proceedings as may be necessary for the recovery of damages or otherwise in respect of any and all infringements of any of the Patent(s), whether committed before or after the date of this agreement;
- (b) the absolute entitlement to any patent(s) granted pursuant to any of the application(s) comprised in the Patent(s), for the full term of such patent(s); and
- (c) the right to apply for, prosecute and obtain patent or similar protection in the UK and all other countries of the world for an invention embodied by any of the application(s) comprised in the Patent(s), including the right to claim priority from such application(s).
- 2.2 all and any rights in and to the Trade Marks including without limitation:
- (a) the right to recover and take all such proceedings as may be necessary for the recovery of damages or otherwise in respect of any and all infringements of any of the Trade Marks or for passing off or otherwise in relation to the Trade Marks, whether the infringement(s) or other act(s) (as appropriate) was (were) committed before or after the date of this agreement; and
- (b) any and all statutory and common law rights and all goodwill attaching to the Trade Marks.
- 2.3 all Unregistered Intellectual Property Rights owned by the Assignee at the date of this agreement, including the right to sue for damages and other remedies for infingement of any of such Unregistered Intellectual Property Rights which occurred prior to the date of this assignment.

## 3. FURTHER ASSURANCE

The Assignor hereby covenants with the Assignee that the Assignor shall, at the expense of the Assignee, execute, sign and do all such instruments, applications, documents, acts and things as may reasonably be required by the Assignee to

enable the Assignee or its nominee to enjoy the full benefit of the rights assigned by this agreement.

## 4. GOVERNING LAW AND JURISDICTION

This assignment shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

## 5. Entire Agreement

This agreement and the schedules to it shall constitute the entire agreement and understanding between the parties with respect to all matters which are referred to herein and shall supersede any previous agreement between the parties in relation to such matters.

## 6. EFFECTIVE DATE

This agreement has been entered into on the date stated at the beginning of it but shall be deemed to have commenced upon 30 June 2006.

3

PATENT REEL: 020166 FRAME: 0007

# Schedule 1 Patents and patent applications

Part 1. Patents

Ref /Short Title	Country	Patent Number
4326F Aircraft Bilayer	UK.	2 255 045
4326F Aircraft Bilayer	US	5 561 951
4326F Aircraft Bilayer	EP	510835
4326F Aircraft Bilayer	DE	69226125
4326F Aircraft Bilayer	FR	510835
4326F Aircraft Bilayer	IT	510835
4355F Outer Liner	US	5 376 443
4355F Outer Liner	EP	541341
4355F-Outer-Liner	DE	.69224348
4355F Outer Liner	FR	541341
4355F Outer Liner	lT	541341
4355F Outer Liner	UK	EP(UK) 541 341
4367N Sectored Interlayer	ŲK	2 264.452
4559F Chemically Toughened Glass	EP	1064232
4559F Chemically Toughened Glass	UK	EP(UK)1064232
4559F Chemically Toughened Glass	DE	69900721
4559F Chemically Toughened Glass	FR	1064232
4559F Chemically Toughened Glass	IT	1064232
4559F Chemically Toughened Glass	US	6 518 211
4593N Reinforced Insert	US	6 569 787

Part 2. Patent applications

Ref /Short Title	Country	Application Number	
4559F Chemically Toughened Glass	JP	2000537813	
4593N Reinforced Insert	EP	1165315	
4593N Reinforced Insert	BR	0008854	
4593N Reinforced Insert	MX	PA01008758	
4593N Reinforced Insert	CA	2 362 741	
4593N Reinforced Insert	AR	022898	
4593N Reinforced Insert	CO	00017710	
4593N Reinforced Insert	PE	000202-2000	

Schedule 2 Trade Marks

MARK	COUNTRY	No.	CLASS
		1 1 1	
CHEMPLEX	US	1 605 423	12, 21
	UK	1 337 950	12
HYVIZ	UK	B1 037 778	9
7 7 1 4 1 April 1	UK	· · · B972 894·-···	· 12- ·
	AU	A277398 .	12 [-
	BX	324688	12,19,21
	CA	2 38494	i
	DE	935857	12
**	. DK	2178-1982	9, 12, 19, 21
· · · · · · · · · · · · · · · · · · ·	FR	1266691	12
	<u>                                     </u>	00704693	12
:	JP	1738362	12
	NZ	B107780	12
	SE	177 1579	9, 12, 19, 21
	SE	148406	12
	US	1 030 736	12 !
	ZA	74/1608	12
SURFEX	ŲK	2 278 352	1.
Ten Twenty	UK	2 278 354	12

5

PATENT REEL: 020166 FRAME: 0009 Signed by for and on behalf of GKN AEROSPACE TRANSPARENCY SYSTEMS (KINGS NORTON) LIMITED

Signed by for and on behalf of GKN AEROSPACE SERVICES LIMITED Director Andrew Dython

Director Jost Armitago

б

PATENT

REEL: 020166 FRAME: 0010