

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
GKN AEROSPACE TRANSPARENCY SYSTEMS (LUTON) LIMITED	11/27/2007
RECEIVING PARTY DATA	
Name:	GKN AEROSPACE SERVICES LIMITED
Street Address:	Ferry Road
City:	East Cowes
State/Country:	UNITED KINGDOM
Postal Code:	P032 6RA
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12374168
CORRESPONDENCE DATA	
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DATED

27 November 2007

INTELLECTUAL PROPERTY ASSIGNMENT

between

**GKN AEROSPACE TRANSPARENCY SYSTEMS
(LUTON) LIMITED**

and

GKN AEROSPACE SERVICES LIMITED

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THIS ASSIGNMENT is dated 27 November 2007

PARTIES

- (1) GKN AEROSPACE TRANSPARENCY SYSTEMS (LUTON) LIMITED incorporated and registered in ENGLAND with company number 2829302 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 (Assignee).

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 effective 30 September 2007 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 infringement 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 September 2007.

Schedule 1 Patents and patent applications

Part 1. Patents

Ref /Short Title	Country	Patent Number
Transparencies	DE	3881974
Transparencies	EP	0299687
Transparencies	JP	2651203
Transparencies	US	4959257

Part 2. Patent applications

Ref /Short Title	Country	Application Number
Ice Detection Apparatus and Method	WO	PCT/GB2003/002600 (WO2004110865)
Ice Detection Apparatus and Method	EP	03738281 (1633626)
Ice Detection Apparatus and Method	US	10/560,755 (2007080789)
A method of making an impregnated heater structure and an Impregnated Heater Structure	GB	0605453.0
A method of making a heater structure and a Heater Structure	WO	PCT/GB2007/000933
Aircraft Wing Slat	GB	0517609.4
Aircraft Wing Slat	US	60/711954
Aircraft Wing Slat	EP	06253959.8
Aircraft Wing Slat	US	11/507373
Heating System for leading edge of aircraft	GB	0610258.6
Heating System for leading edge of aircraft	WO	PCT/GB2007/001829
Ice Protection System with Noise Abatement	EP	06256040.4
Ice Protection System with Noise Abatement	WO	PCT/GB2007/001451
Aircraft Structure for holding a leading edge heater	GB	0614244.2
Aircraft Structure for holding a leading edge heater	WO	PCT/GB2007/002698

Schedule 2 Trade Marks

MARK	COUNTRY	No.	CLASS
AEROSPACE COMPOSITE TECHNOLOGIES LIMITED logo	GB	1550879	11
AEROSPACE COMPOSITE TECHNOLOGIES LIMITED logo	GB	1550880	12
SPRAYMAT	FR	1506481	9, 11
SPRAYMAT	GB	851497	11
SPRAYMAT	US	793964	11

Signed by
for and on behalf of GKN
AEROSPACE TRANSPARENCY
SYSTEMS (LUTON) LIMITED

Signed by
for and on behalf of GKN
AEROSPACE SERVICES
LIMITED

~~ANNE E. JESTON~~
Director of Finance
Signed 27/11/2007.

amendment
20/06/08.

Director: JEFF ARMITAGE
VP and Managing Director Nacelles
27.11.07

amendment 25/6/08