

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT																												
NATURE OF CONVEYANCE:	ASSIGNMENT																												
CONVEYING PARTY DATA																													
<table border="1"><thead><tr><th>Name</th><th>Execution Date</th></tr></thead><tbody><tr><td>GE Aviation UK</td><td>05/06/2011</td></tr><tr><td>GE Aviation Systems Limited</td><td>05/06/2011</td></tr></tbody></table>		Name	Execution Date	GE Aviation UK	05/06/2011	GE Aviation Systems Limited	05/06/2011																						
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<table border="1"><tr><td>Name:</td><td>Ontic Engineering &amp; Manufacturing UK Limited</td></tr><tr><td>Street Address:</td><td>20 Balderton Street</td></tr><tr><td>Internal Address:</td><td>7th Floor</td></tr><tr><td>City:</td><td>London</td></tr><tr><td>State/Country:</td><td>UNITED KINGDOM</td></tr><tr><td>Postal Code:</td><td>W1K 6TL</td></tr></table>		Name:	Ontic Engineering & Manufacturing UK Limited	Street Address:	20 Balderton Street	Internal Address:	7th Floor	City:	London	State/Country:	UNITED KINGDOM	Postal Code:	W1K 6TL																
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PROPERTY NUMBERS Total: 16																													
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PATENT  
REEL: 027167 FRAME: 0780

OP \$640.00 5207099

Patent Number:	6658929
Patent Number:	6968738
Patent Number:	6272922

# CORRESPONDENCE DATA

Fax Number: (816)531-7545  
Phone: 816.460.2605  
Email: brian.mcginley@snrdenton.com,anita.hansen@snrdenton.com  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: Brian R. McGinley  
Address Line 1: SNR Denton US LLP  
Address Line 2: P. O. Box 061080  
Address Line 4: Chicago, ILLINOIS 60606-1080

ATTORNEY DOCKET NUMBER:	70000672-0001 (BRM)
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NAME OF SUBMITTER:	Brian R. McGinley
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**Total Attachments: 7**  
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Dated 6 MAY 2011

**PATENT ASSIGNMENT DEED**

between

**GE AVIATION UK**  
and

**GE AVIATION SYSTEMS LIMITED**  
as Assignors

and

**ONTIC ENGINEERING & MANUFACTURING UK LIMITED**  
as Assignee

**WEIL, GOTSHAL & MANGES**  
ONE SOUTH PLACE LONDON EC2M 2WG  
020 7903 1000  
WWW.WEIL.COM

**PATENT**  
**REEL: 027167 FRAME: 0782**

**THIS DEED OF ASSIGNMENT** is made on 6 MAY 2011 between the following parties.

- (1) **GE AVIATION UK**, a company registered in England and Wales (registered number 06051522 whose registered office is at Cheltenham Road, Bishops Cleeve, Cheltenham, Gloucestershire GL52 8SF;
- (2) **GE AVIATION SYSTEMS LIMITED**, a company registered in England and Wales (registered number 00745917) whose registered office is at Cheltenham Road, Bishops Cleeve, Cheltenham, Gloucestershire GL52 8SF (together with GE Aviation UK, the "Assignors"); and
- (3) **ONTIC ENGINEERING & MANUFACTURING UK LIMITED**, a company incorporated in England and Wales (registered number 06707516), whose registered office is at 7<sup>th</sup> Floor, 20 Balderton Street, London, W1K 6TL (the "Assignee").

**WHEREAS**

- (A) The Assignors are the proprietors and beneficial owners of the patents and patent applications and all inventions disclosed therein set out in the Schedule (the "Patents").
- (B) Pursuant to a Business Sale Agreement dated 1 March 2011 (the "Agreement") made between GE Aviation Systems Limited, the Assignee and BBA Holdings Limited, the Assignors have agreed to assign to the Assignee the Patents.

**IT IS AGREED** as follows:

**1 ASSIGNMENT**

Pursuant and subject to the Agreement and for the consideration set out in the Agreement (the receipt of which the Assignors acknowledge) the Assignors hereby sell and assign to the Assignee absolutely with effect from the date of this Deed and with full title guarantee all of their right, title and interest in and to the Patents and all inventions disclosed in the Patents, including any and all divisions, continuations or continuations-in-part of the Patents, and any reissues or re-examinations of the Patents, and in and to any and all applications for patents filed in any jurisdictions in the world for said inventions or improvements thereof, including all priority rights, and any and all patents which may be granted therefor, and the right to apply for, prosecute and obtain patent or similar protection throughout the world for the inventions claimed in the Patents, to have and hold the same to the full end of the term or terms for which any and all of said Patents have been granted, reissued or re-examined.

**2 FURTHER ASSURANCE**

The Assignors hereby covenant with the Assignee that the Assignors will 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 Assignee or its nominee to enjoy the full benefit of the rights hereby assigned.

**3 COUNTERPARTS**

This Deed may be executed in any number of counterparts, each of which when executed and delivered will constitute an original of this Deed, but all the counterparts will together constitute one and the same agreement. No counterpart will be effective until each Party has executed at least one part or counterpart.

**4 GOVERNING LAW AND JURISDICTION**

This Deed and all matters (including, without limitation, any contractual or non-contractual obligation) arising from or connected with it are governed by, and will be construed in accordance with, English law and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

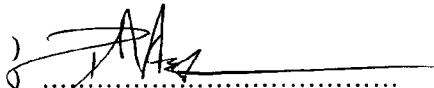
IN WITNESS WHEREOF this deed has been executed as a deed and delivered by the parties the day and year first above written.

Executed as a deed by

**GE AVIATION UK**

acting by **BRUCE McALISTER**

Witnessed by **Jonathan Pollard**  
**Solicitor, Everheds LLP**  
**Bridgewater Place, Waber Lane**  
**Leeds LS11 5DR**


)   
.....  
) Director

)   
.....  
) Director/Secretary

Executed as a deed by

**GE AVIATION SYSTEMS LIMITED**

acting by its attorney **Alaistair Backx** in the presence of:

)   
.....  
) Attorney  
)

**Jonathan Pollard**

Signature of Witness

**Jonathan Robert Pollard**

Name of Witness

**Everheds LLP, Bridgewater Place,**

**Waber Lane, Leeds LS11 5DR**

Address of Witness

**Solicitor**

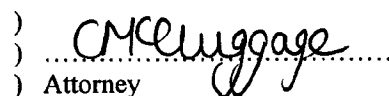
Occupation of Witness

Executed as a deed by

**ONTIC ENGINEERING &  
MANUFACTURING UK LIMITED**

acting by its attorney

**Claire McEugage** in the presence of:

)   
.....  
) Attorney

**Jonathan Pollard**

Signature of Witness

**Jonathan Robert Pollard**

Name of Witness

**Everheds LLP, Bridgewater Place,**

**Waber Lane, Leeds LS11 5DR**

Address of Witness

**Solicitor**

Occupation of Witness

# SCHEDULE

## LIST OF PATENTS

<u>GE Docket</u>	<u>Title</u>	<u>Country</u>	<u>Appl'n no.</u>	<u>Filing date</u>	<u>Patent no.</u>	<u>Issue date</u>
230963	Liquid quantity gauging	US	07/820771	15 Jan 1992	5207099	4 May 1993
		GB	9201128	20 Jan 1992	2252405	22 Jun 1994
		DE	4201301.1-52	20 Jan 1992	4201301	28 Oct 1999
		FR	99200989	27 Jan 1992	2672389	
229072	Liquid-level gauging	US	08/026767	5 Mar 1993	5309763	10 May 1994
		CA	2091021	4 Mar 1993	2091021	8 Jul 2003
		GB	9304561.5	5 Mar 1993	2265219	6 Dec 1995
		DE	4307635.1	11 Mar 1993	4307635	31 Oct 2002
		FR	9302789	8 Mar 1993	2688880	16 Feb 1996
		JP	62120/93	22 Mar 1993	3254034	4 Feb 2002
229120	Liquid-level gauging	US	08/21465	23 Feb 1993	5301549	12 Apr 1994
		CA	2090697	1 Mar 1993	2090697	10 Sep 2002
		GB	9304579.7	5 Mar 1993	2265005	21 Jun 1995
		DE	P4306193.1	27 Feb 1993	4306193	11 Nov 2004
		FR	9302630	3 Mar 1993	2688588	5 Dec 1997
229238	Liquid-level gauging	US	08/103636	11 Aug 1993	5357801	25 Oct 1994
		GB	9315704.8	29 Jul 1993	2270160	3 Apr 1996
		FR	9310259	23 Aug 1993	2695204	30 Jun 1995
228638	System for automatic real-time calibration of remotely-located capacitive-type fuel quantity measurement probes	US	08/247239	23 May 1994	5627304	6 May 1997
229240	Apparatus for measuring the level of a liquid in a tank	US	08/261844	17 Jun 1994	5602333	11 Feb 1997
228512	Fluid quantity gauging systems	US	08/716622	19 Sep 1996	5670710	23 Sep 1997
		GB	9618905.5	10 Sep 1996	2306004	15 Sep 1999
		DE	19637978.4	18 Sep 1996		
		FR	9612217	3 Oct 1996	2739686	11 Jun 1999
		JP	264047/96	4 Oct 1996	3814347	30 Aug 2006
229110	Method and apparatus for ultrasonic measurement of fuel quantity and density	US	08/781820	10 Jan 1997	5900535	4 May 1999
		GB	9700130.9	6 Jan 1997	2309524	10 Nov 1999
		DE	19701533.6	17 Jan 1997		
		FR	9700854	23 Jan 1997	2744214	11 Jun 1999
		JP	10145/97	23 Jan 1997	3887440	1 Dec 2006

PATENT

REEL: 027167 FRAME: 0786

<u>GE Docket</u>	<u>Title</u>	<u>Country</u>	<u>Appl'n no.</u>	<u>Filing date</u>	<u>Patent no.</u>	<u>Issue date</u>
229253	Fault condition protective device for aircraft fuel gauging system	US	09/700612	21 May 1999	6278381	21 Aug 2001
		EP	99925748.8	21 May 1999	1080458	15 Aug 2007
		GB	99925748.8	21 May 1999	1080458	15 Aug 2007
		DE	99925748.8 (699 36 852.9)	21 May 1999	69936852	15 Aug 2007
		FR	99925748.8	21 May 1999	1080458	15 Aug 2007
		WO	99/11343	21 May 1999	9960539	
229252	Fiberoptic fuel gauging system for measuring the level of a liquid in a tank	US				
			09/936830	13 Mar 2000	6670601	30 Dec 2003
	Fibreoptic aircraft fuel gauging system	WO	US00/06536	13 Mar 2000	0057154	
228247	Fluid-gauging system and methods	US	09/603199	26 Jun 2000	6332358	25 Dec 2001
		GB	14374.3	14 Jun 2000	2352523	9 Jul 2003
		DE	10030628.4	28 Jun 2000	10030628	8 April 2010
		FR	8661	28 Jun 2000	2795818	28 Jan 2005
		JP	2000-190423	26 Jun 2000	4351790	28 Oct 2009
228239	Quantity gauging	US	09/767824	24 Jan 2001	6598473	29 Jul 2003
		GB	100362.3	8 Jan 2001	2362468	22 Oct 2003
		DE	10103056.8	24 Jan 2001		
		FR	100702	19 Jan 2001	2804506	11 Mar 2005
		JP	20295/2	29 Jan 2001		
228229	Fluid-gauging systems and methods	US	10/156855	30 May 2002	6715349	6 Apr 2004
		GB	209593.3	26 Apr 2002	2376073	6 Oct 2004
		DE	10223043.9	22 May 2002		
		FR	206281	23 May 2002	2825464	6 Dec 2006
		JP	146352/2002	21 May 2002		
228082	Fluid gauging	US	10/227281	26 Aug 2002	6658929	9 Dec 2003
		GB	216144.6	12 Jul 2002	2379744	1 Dec 2004
		DE	10236283.1	8 Aug 2002		
		FR	210402	20 Aug 2002	2829235	11 Feb 2005
		JP	230928/2002	8 Aug 2002	4031317	9 Jan 2008
228385	Acoustic fluid-gauging system	US	10/255717	27 Sep 2002	6968738	29 Nov 2005
		GB	220868.4	9 Sep 2002	2380795	20 Apr 2005
		DE	10244772.1	26 Sep 2002		
		FR	211969	27 Sep 2002	2830321	5 Nov 2004
		JP	282709/2002	27 Sep 2002	4202083	24 Dec 2008
228492	Fluid Gauging System	US	09/360448	26 July 1999	6272922	14 Aug 2001



<u>GE Docket</u>	<u>Title</u>	<u>Country</u>	<u>Appl'n no.</u>	<u>Filing date</u>	<u>Patent no.</u>	<u>Issue date</u>
	Fuel gauging system for a fuel tank in an aircraft has a piezoelectric transformer located in a supply bath	DE	19991034876	24 July 1999	19934876	12 Nov 2009
	Ultrasonic fuel-gauging system utilizing a piezoelectric transformer	GB	9916946.8	21 July 1999	2340603	29 Oct 2002
	Fuel gauging system for a fuel tank in an aircraft has a piezoelectric transformer located in a supply bath	FR	9910347	6 Aug 1999	2782382	25 Oct 2002