

Form PTO-1595 (Rev. 06-12)  
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U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

## RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

### 1. Name of conveying party(ies)

Rockwell Collins Visual Display  
Systems Limited

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

### 3. Nature of conveyance/Execution Date(s):

Execution Date(s) August 31, 2011

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Joint Research Agreement  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☐ Other \_\_\_\_\_

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

Name: Rockwell Collins UK Limited

Internal Address: \_\_\_\_\_

Street Address: Edward Way

City: Burgess Hill

State: West Sussex

Country: UK Zip: RH15 9UE

Additional name(s) & address(es) attached? ☐ Yes ☒ No

### 4. Application or patent number(s):

A. Patent Application No.(s)

☐ This document serves as an Oath/Declaration (37 CFR 1.63).

B. Patent No.(s)

6,042,238; 6,050,692; 6,758,569

Additional numbers attached? ☐ Yes ☒ No

### 5. Name and address to whom correspondence concerning document should be mailed:

Name: Thomas E. Thompkins, Jr.

Internal Address: Iandiorio Teska & Coleman, LLP

Street Address: 255 Bear Hill Road

City: Waltham

State: MA Zip: 02451

Phone Number: 781-890-5678

Docket Number: 781-890-1150

Email Address: \_\_\_\_\_

### 6. Total number of applications and patents involved: 4

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 120.00

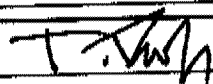
- ☒ Authorized to be charged to deposit account  
☐ Enclosed  
☐ None required (government interest not affecting title)

### 8. Payment Information

Deposit Account Number 09-0002

Authorized User Name Thomas E. Thompkins, Jr.

### 9. Signature:



Signature

10/24/12  
Date

Thomas E. Thompkins, Jr.

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 20

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1460, Alexandria, V.A. 22313-1460

PATENT

700495330

REEL: 029208 FRAME: 0808

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DATED 31 AUGUST 2011

(1) ROCKWELL COLLINS VISUAL DISPLAY SYSTEMS LIMITED

(2) ROCKWELL COLLINS UK LIMITED

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BUSINESS TRANSFER AGREEMENT

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PricewaterhouseCoopers Legal LLP

PATENT  
REEL: 029208 FRAME: 0809

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**AGREEMENT****DATED 31 AUGUST 2011****BETWEEN:**

- (1) **ROCKWELL COLLINS VISUAL DISPLAY SYSTEMS LIMITED**, a company incorporated in England and Wales (company number 01726000) having its registered office at 68 Suttons Business Park, Reading, Berkshire, RG6 1LA (the "Seller"); and
- (2) **ROCKWELL COLLINS UK LIMITED**, a company incorporated in England and Wales (company number 00543016) having its registered office at 68 Suttons Business Park, Suttons Park Avenue, Reading, Berkshire, RG6 1LA (the "Buyer").

**PRELIMINARY:**

- (A) The Seller is indirectly a wholly owned subsidiary of the Buyer.
- (B) The Seller wishes to sell and the Buyer wishes to buy as a going concern the Business (as defined below), together with all properties, rights, assets and goodwill relating to the Business, on the terms and subject to the conditions of this agreement.

**IT IS AGREED:****1 DEFINITIONS AND INTERPRETATION**

- 1.1 In this agreement the following expressions have, unless inconsistent with the context or otherwise specified, the following meanings:

"Act"	the Companies Act 2006;
"Assets"	all the assets owned by the Seller which are to be transferred to the Buyer under the terms of this agreement and as are more particularly described in Schedule 1;
"Business"	the entire business carried on by the Seller at the Transfer Time, to be transferred to the Buyer under the terms of this agreement;
"Business Day"	any day (other than a Saturday, Sunday or public holiday) on which clearing banks are open for business in London;
"Claims"	all rights and claims of the Seller in respect of the period up to the Transfer Time under any warranty, term, condition, guarantee or indemnity or insurance policy whether express or implied in favour of the Seller in relation to the Business;

"Completion"	completion of the sale and purchase of the Business pursuant to this agreement;
"Contracts"	all contracts, undertakings, arrangements and engagements of the Seller in force at the Transfer Time including, without limitation any supply and distribution agreements, customer and supplier contracts, lease, hire and hire purchase agreements;
"Creditors"	the amounts owing by the Seller (whether or not immediately due and payable) to third parties at the Transfer Time;
"Debtors"	all debts and other sums owing to the Seller (whether or not immediately due and payable) at the Transfer Time (and including, for the avoidance of doubt but without limitation, any pre-payments made by the Seller) and also the benefit of all securities, guarantees, indemnities and rights relating to those debts or other sums, including any interest payable on them;
"Employees"	the employees employed in the Business immediately before the Transfer Time, as specified in Schedule 2;
"Encumbrance"	any mortgage, charge, pledge, lien, option, restriction, right of first refusal, right of pre-emption, third party right or interest, any other encumbrance or security interest of any kind, and any other type of preferential arrangement (including, without limitation, title transfer and retention arrangements) having a similar effect;
"Goodwill"	the goodwill of the Seller in connection with the Business together with the right for the Buyer (or its successors and assigns) to represent itself as carrying on the Business in succession to the Seller;
"Group"	in relation to a company, the group of companies comprising the company and its subsidiaries and subsidiary undertakings, any holding company or parent undertaking of the company and all other subsidiaries or subsidiary undertakings of any such holding company or parent undertaking from time to time;
"Intellectual Property"	all patents, trademarks, service marks, registered designs, utility models, petty patents, design rights, trade or business names, copyrights, database rights, rights in databases, logos.

get-up, inventions, rights to and in trade secrets and other confidential information and know-how (whether or not any of these is registered or capable of registration) and all rights or forms of protection of a similar nature or effect subsisting anywhere in the world together with all pending applications for, and renewals and extensions of, and all rights to apply for registration or other protection of, or to claim priority in relation to, any of the foregoing and to the right to sue for past infringements thereof;

**"IP Rights"**

the rights in Intellectual Property used by the Seller in connection with the Business at the Transfer Time;

**"Liabilities"**

all amounts which are or may become due and owing by the Seller in connection with the Business in respect of the period up to the Transfer Time;

**"Plant and Equipment"**

all assets used by the Seller in connection with the Business at the Transfer Time (and whether loose or moveable) including but without limitation all motor vehicles, equipment (including without limitation all office equipment and all computer hardware), plant, tools and machinery;

**"Records"**

all bought and sold ledgers, purchase and sales day books and purchase and sales invoices, lists of suppliers and other books and records of the Seller necessary for the Buyer to carry on the Business;

**"Stock"**

the stock of raw materials, finished and partly finished goods, work in progress and any stock in trade in relation to the Business at the Transfer Time, wherever situated;

**"Transfer Date"**

31 August 2011; and

**"Transfer Time"**

11.59pm on the Transfer Date.

- 1.2 In this agreement, unless inconsistent with the context or otherwise specified:
- 1.2.1 the index, clause and Schedule headings are inserted for ease of reference only and do not affect its interpretation;
  - 1.2.2 a reference to a clause or Schedule is a reference to a clause of or Schedule to this agreement;
  - 1.2.3 save where the context specifically requires otherwise, words and expressions defined in the Act have the same meaning as in the Act, save that:
    - (a) references to a "company" shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established and a company shall be treated for the purposes only of the membership requirement contained in subsections 1159(1)(b) and (c) of the Act, as a member of another company even if its shares in that other company are registered in the name of: (i) another person (or its nominee), whether by way of security or in connection with the taking of security; or (ii) its nominee; and
    - (b) in the case of a limited liability partnership which is a subsidiary of a company or another limited liability partnership, section 1159 of the Act shall be amended so that: (i) references in sub sections 1159(1)(a) and (c) thereof to voting rights are to the members' rights to vote on all or substantially all matters which are decided by a vote of the members of the limited liability partnership; and (ii) the reference in section 1159(1)(b) to the right to appoint or remove a majority of its board of directors is to the right to appoint or remove members holding a majority of the voting rights.
  - 1.2.4 a reference to a person includes a reference to a firm, body corporate, association, authority, joint venture or partnership (whether or not having separate legal personality);
  - 1.2.5 references to writing include any mode of reproducing words in a legible form and reduced to paper;
  - 1.2.6 the Interpretation Act 1978 shall apply to this agreement in the same way as it applies to an enactment; and
  - 1.2.7 references to all or any part of any statute or statutory instrument include any statutory amendment, modification or re-enactment in force from time to time and references to any statute include any statutory instrument or regulations made under it.

2 **SALE AND PURCHASE OF THE BUSINESS**

2.1 In accordance with and subject to the provisions of this agreement, and at and with effect from the Transfer Time, the Seller shall with full title guarantee (save as provided in clause 2.2) sell or procure to be sold, and the Buyer shall purchase, as a going concern the Business and the Assets free from all Encumbrances (save as provided in clause 2.2) and together with all rights, benefits and advantages of any nature whatsoever now or at any time after the date of this agreement attaching or accruing to them.

2.2 Notwithstanding clause 2.1, the Stock is sold subject to any title transfer and retention arrangements relating to it.

2.3 The Seller shall, at the Transfer Time, wholly discontinue carrying on the Business and the Buyer shall thereafter be entitled to carry on and continue the same and to hold itself out as doing so in succession to the Seller.

3 **LIABILITIES**

The Buyer shall, with effect from the Transfer Time, assume responsibility for the due and punctual payment, performance, satisfaction and discharge of the Seller's obligations in respect of:

3.1 subject to clause 7.1, the Contracts;

3.2 the Liabilities; and

3.3 all other liabilities, obligations and provisions of whatever nature of the Seller in connection with the Business.

4 **CONSIDERATION**

4.1 The consideration for the sale and purchase of the Business and the Assets shall be the assumption by the Buyer of the obligations and liabilities referred to in clause 3 and the payment by the Buyer to the Seller of the sum of £1.00.

4.2 The consideration to be satisfied by the Buyer shall be apportioned among the Assets in such manner so shall be agreed in good faith between the Seller and the Buyer.

5 **COMPLETION**

5.1 Completion shall take place at such place as the Buyer and the Seller may agree on the Transfer Date.

5.2 Save to the extent the Buyer shall agree otherwise, at Completion the Seller shall:

5.2.1 deliver or cause to be delivered to the Buyer those Assets which are transferable by delivery;



- 5.2.2 execute and deliver or otherwise vest in the Buyer, all requisite transfers, assignments, assurances, confirmations and novations in respect of the Assets which are not transferable by delivery together with the documents of title thereto (if any);
  - 5.2.3 deliver to the Buyer the Records, all subsisting contracts and all other instruments and documents relating to the Business and Assets;
  - 5.2.4 provide evidence to the reasonable satisfaction of the Buyer of any release of any of the Assets which were subject to any Encumbrance prior to the date hereof; and
  - 5.2.5 use its reasonable endeavours to obtain such consents, licences or other permissions as are necessary to give the Buyer the full benefit of this agreement.
- 5.3 Upon compliance by the Seller with the provisions of clause 5.2, the Buyer shall assume the liabilities and obligations of the Seller as set out in clause 3 (including, for the avoidance of doubt, by executing an assumption agreement in the agreed form in respect of the RCD Loan Agreement) and pay or cause to be paid to the Seller in cash the amount referred to in clause 4.1.
- 5.4 Beneficial ownership and risk in respect of the Assets shall pass to the Buyer on Completion. Save where otherwise specified in this agreement, title to all Assets shall pass to the Buyer on Completion and title to all Assets which are capable of transfer by delivery shall pass on delivery. Such delivery shall be deemed to take place at the Seller's registered office address. Where any consent or agreement of any third party is required formally to transfer any Asset or otherwise where title to any Asset has not been effectively vested in the Buyer at Completion, the Seller shall hold such Asset on trust for the Buyer until such Asset has been actually delivered and/or, in the case of an Asset not capable of transfer by delivery, formally transferred or assigned to or vested in the Buyer.
- 5.5 If and to the extent that any documents of transfer are not available at Completion, the parties shall arrange for appropriate transfer documents to be prepared and completed as soon as practical after Completion.
- 5.6 The Seller and the Buyer shall each provide the other upon request with full and free access (including the right to take copies) during normal business hours to the books, accounts and records of the Business to be held by each of them after Completion and which relate to the period up to Completion.
- 6 **BUYER'S OBLIGATIONS**
- 6.1 The Buyer hereby undertakes to the Seller that it will with effect from the Transfer Time:
- 6.1.1 comply fully with its obligations under clause 3; and
  - 6.1.2 use the Assets in carrying on the same kind of business as previously carried on by the Seller.

- 6.2 The Buyer will at all times keep the Seller fully and effectually indemnified and held harmless:
- 6.2.1 from and against any breach or non-performance or non-observance by the Buyer of any of its obligations or liabilities under clauses 3 and/or 6.1; and
  - 6.2.2 in respect of any payments made by the Seller to the Creditors following the Transfer Time, until such time as the necessary consents (pursuant to clause 7) have been obtained (and where such consents cannot be obtained, clause 7.1.4 shall apply).

7

**CONSENTS**

7.1

If any of the Contracts cannot be transferred to the Buyer except by an assignment made with the consent of another party or by an agreement of novation, then:

- 7.1.1 this agreement shall not constitute an assignment or an attempted assignment of any given Contract if the assignment or attempted assignment would constitute a breach of the relevant Contract;
  - 7.1.2 the Seller and the Buyer shall use their respective reasonable endeavours to obtain the consent of the other party to the assignment, or to procure the novation, of the relevant Contract;
  - 7.1.3 until the consent or novation is obtained, the Buyer shall perform the relevant Contract as agent for or subcontractor of the Seller provided that, where such Contract prohibits agency or subcontractorship, the Seller shall at the sole cost and risk of the Buyer do all such acts and things as the Buyer may reasonably require to enable due performance of the relevant Contract and to provide for the Buyer the benefits of the relevant Contract; and
  - 7.1.4 if a consent or novation cannot be obtained in respect of any given Contract the Seller and the Buyer shall use their respective reasonable endeavours to procure that the relevant Contract is terminated without liability to either of them and neither the Seller nor the Buyer shall have any further obligation to the other relating to the relevant Contract.
- 7.2 The Seller shall take all necessary steps to enforce and defend its rights in respect of any proceedings, actions, costs, damages, claims and demands in respect of the Contracts which arise before consent to the relevant Contract being assigned or novated is obtained and in particular shall:
- 7.2.1 give written notice to the Buyer of any matter which may give rise to such proceedings and consult with the Buyer with respect to the matter;
  - 7.2.2 take such action to defend the proceedings or to enforce its rights as the Buyer may reasonably request;

- 7.2.3 use such professional advisers as may be nominated by the Buyer in respect of the proceedings;
- 7.2.4 not admit liability in respect of or settle the matter without the prior written consent of the Buyer, such consent not to be unreasonably withheld;
- 7.2.5 account to and hand over to the Buyer any sums received in respect of such proceedings.

9 **PERIOD POST-TRANSFER**

- 9.1 At, or as soon as practicable after, the Transfer Time the Seller and the Buyer shall, if required by the Buyer, send a joint letter to each customer, client and supplier of the Business advising it of the purchase of the Business by the Buyer.
- 9.2 On receiving, on or after Completion, any notices, correspondence, information, orders or enquiries relating to the Business, or any money or other items belonging to the Buyer or relating to the Business, the Seller shall immediately pass them to the Buyer and title in them shall vest in the Buyer.
- 9.3 The Seller shall take reasonable steps to ensure that the Buyer obtains the full benefit and enjoyment of the Goodwill and, in particular shall, where practicable, encourage customers of the Business to deal with the Buyer in place of the Seller in relation to the Business.

- 9.4 The Buyer shall at its own cost take over at the Transfer Time any proceedings relating to the Business and the Assets and shall promptly make all necessary applications and take all steps to substitute itself for the Seller in those proceedings whether as a claimant or defendant.

10 **VALUE ADDED TAX**

- 10.1 Each of the Seller and the Buyer warrants that it is registered for the purpose of value added tax.
- 10.2 Both the Seller and the Buyer agree that the sale of the Assets shall constitute a transfer of a business as a going concern for value added tax purposes and that the transfer shall not be regarded as a supply for value added tax purposes in accordance with section 49(1) and Article 5 of the Value Added Tax (Special Provisions) Order 1995 SI 1995/1268.
- 10.3 In the event that value added tax is chargeable at any time in respect of any of the assets transferred under this agreement the Buyer agrees with the Seller that such value added tax will be in addition to the sums agreed to be paid under this agreement and agrees to pay to the Seller the amount of the value added tax upon production by the Seller of an invoice for such tax.

11 **WARRANTIES**

- 11.1 The Seller warrants, represents and undertakes to the Buyer that each of the statements set out in this clause 11.1 (the "Seller's Warranties") is true and accurate in all respects and is not misleading at the date of this agreement and Completion, and that:
- 11.1.1 the Seller is the sole legal and beneficial owner of the Assets and (where applicable) the Assets are in the exclusive possession of the Seller and under its control;
- 11.1.2 there is no Encumbrance, nor is there any agreement, arrangement or obligation to create or give any Encumbrance, on, over or affecting any of the Assets and no claim has been made by any person to be entitled to any Encumbrance;
- 11.1.3 the Seller has the legal right and full power and authority to execute and deliver, and to exercise its rights and perform its obligations under this agreement and all the documents which are to be executed at Completion;
- 11.1.4 all corporate action required by the Seller validly and duly to authorise the execution and delivery of, and the exercise of its rights and performance of its obligations under, this agreement and all other documents which are to be executed at Completion has been duly taken; and
- 11.1.5 this agreement and all other documents which are to be executed at Completion will, when executed, create legal, valid and binding obligations of the Seller enforceable against the Seller in accordance with their terms.

- 11.2 The Buyer warrants, represents and undertakes to the Seller that each of the statements set out in this clause 11.2 (the "Buyer's Warranties") is true and accurate in all respects and is not misleading at the date of this agreement and Completion, and that:
- 11.2.1 the Buyer has the legal right and full power and authority to execute and deliver, and to exercise its rights and perform its obligations under this agreement and all the documents which are to be executed at Completion;
- 11.2.2 all corporate action required by the Buyer validly and duly to authorise the execution and delivery of, and the exercise of its rights and performance of its obligations under, this agreement and all other documents which are to be executed at Completion has been duly taken; and
- 11.2.3 this agreement and all other documents which are to be executed at Completion will, when executed, create legal, valid and binding obligations of the Buyer enforceable against the Buyer in accordance with their terms.
- 11.3 The Seller's Warranties and the Buyer's Warranties shall remain in full force and effect notwithstanding Completion.
- 12 **COSTS**  
Except as otherwise stated in any provision of this agreement, each party shall pay its own costs and any applicable tax thereon in relation to the negotiations leading up to the sale of the Business and to the preparation, execution and carrying into effect of this agreement and all other documents referred to in it.
- 13 **FURTHER ASSURANCE**  
Each party shall, at the request of the other party, perform or procure the performance of all such acts and/or execute or procure the execution of all such documents as may be reasonably necessary or desirable to give full effect to this agreement and to secure to such other party the full benefit of the rights and remedies conferred upon it by or pursuant to this agreement.
- 14 **ENTIRE AGREEMENT**  
This agreement constitutes the entire understanding and agreement between the parties relating to its subject matter and supersedes all previous understandings, agreements, negotiations and discussions between the parties relating to such subject matter.
- 15 **THIRD PARTY RIGHTS**  
For the purpose of the Contracts (Rights of Third Parties) Act 1999, no term of this agreement is intended to be enforceable by any person who is not a party to it.

16 **SEVERANCE**

If any provision of this agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of this agreement, and the validity and enforceability of the other provisions of this agreement shall not be affected.

17 **AMENDMENT**

No amendment to this agreement shall be effective unless it is in writing and signed by each party.

18 **WAIVER**

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this agreement shall preclude or restrict the further exercise of that or any other right or remedy.

19 **ASSIGNMENT**

No party shall assign, encumber, sub-contract or otherwise transfer this agreement or any of its rights and obligations under this agreement without the prior written consent of the other party provided that a party may at any time assign all or any part of its rights and benefits under this agreement to any member of its Group who may enforce them as if it had been named in this agreement as that party.

20 **COUNTERPARTS**

This agreement may be signed in any number of counterparts, but shall not be effective until each party has signed at least one counterpart. Each counterpart shall constitute an original of this agreement, but all the counterparts shall together constitute the same instrument.

21 **NOTICES**

21.1 Any notice given in connection with this agreement shall be in writing and delivered personally, sent by prepaid first class post (or airmail if posted overseas) or faxed to the relevant party at the address or, as the case may be, facsimile number specified in this agreement or to such other address or facsimile number as that party may notify to the other party.

21.2 Subject to clause 21.3, any such notice shall be deemed to have been duly received:

21.2.1 if delivered personally, at the time of delivery;

21.2.2 if sent by first class post, two Business Days after the date of posting;

21.2.3 if sent by airmail, five Business Days after the date of posting; and

21.2.4 if faxed, on receipt of confirmation of successful transmission.

21.3 If deemed receipt occurs before 9.00 am on a Business Day in the place of receipt, the notice shall be deemed to have been received at 9.00 am on that day, in that place, and if deemed receipt occurs after 5.30 pm on a Business Day in the place of receipt, or on a day which is not a Business Day in the place of receipt, the notice shall be deemed to have been received at 9.00 am on the next Business Day in that place.

22 **GOVERNING LAW AND JURISDICTION**

22.1 This agreement and any contractual or non-contractual matter, dispute, claim, action, suit or proceeding arising out of or in connection with this agreement, its subject matter and/or its formation is governed by, and shall be construed in accordance with, the laws of England and Wales.

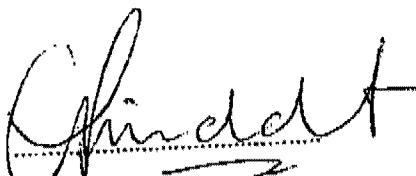
22.2 In relation to any contractual or non-contractual matter, dispute, claim, action, suit or proceeding to enforce this agreement or arising out of or in connection with this agreement, its subject matter and/or formation and/or the legal relationship established by this agreement each of the parties irrevocably submits to the exclusive jurisdiction of the Courts of England and Wales and waives any right to object to such proceedings in such courts on the grounds of venue or on the grounds that the proceedings have been brought in an inappropriate forum.

SIGNED by the parties on the date set out on the first page of this agreement.

SIGNED by  
for and on behalf of

ROCKWELL COLLINS  
VISUAL DISPLAY SYSTEMS  
LIMITED

)  
)  
)  
)  
)  
Director



.....  
Director

SIGNED by  
for and on behalf of

ROCKWELL COLLINS UK  
LIMITED

)  
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)  
Director



.....  
Director



**SCHEDULE 1****THE ASSETS**

The following Assets shall be transferred to the Buyer pursuant to clause 2.1:

**ASSET**

Cash in hand and at bank

The Claims

The benefit of each Contract

The Debtors

The Goodwill

The IP Rights

The Plant and Equipment

The Records

The Stock

All other assets owned or used by the Seller in connection with the Business or otherwise.



LE 2

OYEES

PATENT

REEL: 029208 FRAME: 0825

