

## PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Thales Holdings UK PLC	08/07/2012
RECEIVING PARTY DATA	
Name:	L-3 Communications Link Simulation and Training UK Limited
Street Address:	100 New Bridge Street
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	EC4V 6JA
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	10583032
Patent Number:	7997158
CORRESPONDENCE DATA	
Fax Number:	2142000853
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	2146515000
Email:	theresa.oconnor@haynesboone.com
Correspondent Name:	Haynes and Boone, LLP
Address Line 1:	2323 Victory Avenue
Address Line 2:	Suite 700
Address Line 4:	Dallas, TEXAS 75219
ATTORNEY DOCKET NUMBER:	28734.10 THALES
NAME OF SUBMITTER:	Van Lindberg
Total Attachments: 4 source=5 Business Patent Assignment Agreement - L-3 Thales Holding (4)#page1.tif source=5 Business Patent Assignment Agreement - L-3 Thales Holding (4)#page2.tif source=5 Business Patent Assignment Agreement - L-3 Thales Holding (4)#page3.tif source=5 Business Patent Assignment Agreement - L-3 Thales Holding (4)#page4.tif	

OP \$80.00 10583032

**PATENT ASSIGNMENT AGREEMENT**

This agreement is entered into by and between:

**THALES HOLDINGS UK PLC**, a company incorporated in England and Wales with Registered number 03945443 whose registered office is at 2 Dashwood Lang Road, The Bourne Business Park, Addlestone, Nr Weybridge, Surrey, United Kingdom KT15 2NX

(hereinafter referred to as "**Assignor**"),

**ON THE FIRST PART,**

**AND**

**L-3 COMMUNICATIONS LINK SIMULATION AND TRAINING UK LIMITED** a company incorporated under the laws of England and Wales, whose registered office is at 100 New Bridge Street, London, EC4V 6JA (Company number 5815706)

(hereinafter referred to as "**Assignee**"),

**ON THE SECOND PART,**

Assignor and Assignee are hereinafter individually and collectively referred to respectively as a "Party" or the "Parties".

**WHEREAS:**

1. Thales Training and Simulation Limited ("TTSL") being wholly owned by Thales UK Limited and Thales UK Limited being wholly owned by Thales Holdings (UK) plc;
2. TTSL and the Assignee have entered into an Asset Purchase Agreement of even date herewith ("the Asset Purchase Agreement") relating to the sale of the civil fixed wing simulation business of TTSL to the Assignee;
3. The Assignor is the registered proprietor of the patents and patent applications set out in Appendix 1 hereto (respectively the "Patents" and the "Patent Applications");
4. In pursuance of the Asset Purchase Agreement, Assignor has agreed to assign all rights and interest in the Patents and Patent Applications to the Assignee for the consideration hereinafter mentioned on the terms set out in the Asset Purchase Agreement and in this Agreement.

**AGREEMENT**

1. Pursuant to the consideration set forth in the Asset Purchase Agreement, the Assignor hereby assigns absolutely to the Assignee, free from encumbrances, with full title guarantee, all right, title and interest in and to the Patents and Patent Applications together with all rights and powers arising or accrued there from including the right to sue for damages and other remedies in respect of any infringement of such rights or other acts within the scope of the claims of any published specification of the Patents or Patent

EXECUTION VERSION

Applications or accompanying any application there for prior to the date hereof and to retain any damages obtained as a result of such action.

- 2. The Assignor shall at all times hereafter promptly do all such acts and execute all such documents as the Assignee may request:
  - a. to give full effect to this assignment and secure to the Assignee or any successor in title thereof the full benefit of the rights assigned to the Assignee hereunder; and
  - b. to assist in obtaining other patents or similar protection for the inventions claimed in any of the Patents or Patent Applications and any improvements thereon in any part of the world.
  
- 3. Without prejudice to the warranties contained within the Asset Purchase Agreement, the Assignor warrants and represents that:
  - a. it is the sole legal and beneficial owner of the Patents and Patent Applications;
  - b. it has not granted or agreed to grant any licence or consent to any third party to use any of the Patents and Patent Applications;
  - c. it has not done or omitted to do anything which may prejudice the registration or application for registration of any of the Patents or Patents Applications as the case may be;
  - d. none of the Patents and Patent Applications is the subject of any litigation, opposition, arbitration or mediation or administrative, criminal or other proceedings;
  - e. to the Assignor's knowledge and belief, no third party is infringing any of the Patents or Patent Applications (in the event they proceed to grant in their current form); and
  - f. all steps required for the protection and maintenance of the Patents and Patent Applications including the payment of all renewal fees have been paid or taken and no renewal fees are due within two weeks of the date of this assignment.
  
- 4. Full powers are granted to the bearer of an original of this Agreement to carry out any legal formalities and make any required recordings and registrations.
  
- 5. This Agreement is governed by and shall be construed in accordance with the laws of England. Non-contractual obligations (if any) arising out of or in connection with this Agreement (including its formation) shall also be governed by the laws of England.
  
- 6. The Parties submit to the exclusive jurisdiction of the courts of England and Wales as regards any claim, dispute or matter (whether contractual or non-contractual) arising out of or in connection with this Agreement.


The parties or their duly authorised representatives have accordingly executed this assignment on the date stated above.

On: 7 August 2012

SIGNED for and on behalf of )  
THALES HOLDINGS UK PLC )

.....  
Name:  
Capacity:

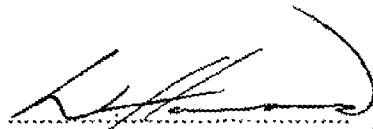
SIGNED for and on behalf of )  
L-3 COMMUNICATIONS LINK )  
SIMULATION AND TRAINING )  
UK LIMITED )

  
.....  
Name: ROMULUS COOK  
Capacity: DIRECTOR

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On: 7 August 2012

SIGNED for and on behalf of )  
THALES HOLDINGS UK PLC )

  
Name: LAWRENCE HAMMOND  
Capacity: VP - Legal Contracts UK

SIGNED for and on behalf of )  
L-3 COMMUNICATIONS LINK )  
SIMULATION AND TRAINING )  
UK LIMITED )

.....  
Name:  
Capacity:

**APPENDIX 1**  
**List of Patents / Patent Applications**

Country	Type	Patent No.	Filing Date	Filing Number Publ No.	Status	Status Date	Title
US	PCT		16-Dec-04	2007199315 (A1)	Examination	March 2012	Hybrid electric motion system (EM2K Actuation)  Dual use
AU	PCT	AU2004299664	16-Dec-04		Granted	24-Feb-11	
CA	PCT	CA2550423	16-Dec-04		Granted	13-Sep-11	
JP	PCT	JP4733645	16-Dec-04		Granted	26-Apr-11	
DE	ECT	EP1694968	16-Dec-04		Granted	21-May-08	
GB	ECT	EP1694968 GB2409241	16-Dec-04		Granted	21-May-08	
ES	ECT	EP1694968 ES2308289	16-Dec-04		Granted	21-May-08	
NL	ECT	EP1694968	16-Dec-04		Granted	21-May-08	
GB	BN	GB2435315	15-Feb-06	0603055.5;	Granted	06-Oct-10	Differential actuator (ECLS rotary to linear actuators)  Dual use
EP	ECT		09-Feb-07	07704503.7; EP1984650	Examination	March 2012	
CA	PCT		09-Feb-07	CA2642423	Examination	March 2012	
US	PCT	US7997158	09-Feb-07		Granted	16-8-11	
GB	BN		04/05/2011	1107463.0	Filed	04/05/2011	Mirror Dual use