27463(

<u>ich</u> \$40.0

TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BAE Systems PLC		04/02/2007	COMPANY: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	Selex Sensors and Airborne Systems Limited	
Street Address:	Christopher Martin Road	
Internal Address:	Basildon	
City:	Essex	
State/Country:	UNITED KINGDOM	
Postal Code:	SS14 3EL	
Entity Type:	COMPANY: UNITED KINGDOM	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2746305	VITS

CORRESPONDENCE DATA

Fax Number: (202)663-8007

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

Phone: 202-663-8000

Email: va-logocops@pillsburywinthrop.com

Correspondent Name: Patrick J. Jennings Address Line 1: 2300 N Street, N.W.

Address Line 4: Washington, DISTRICT OF COLUMBIA 20037

ATTORNEY DOCKET NUMBER: 12140/284510

DOMESTIC REPRESENTATIVE

Name: Patrick J. Jennings Address Line 1: 2300 N Street, N.W.

TRADEMARK
REEL: 003536 FRAME: 0618

900076181

Address Line 4: Washington, DISTRICT OF COLUMBIA 20037			
NAME OF SUBMITTER:	Patrick J. Jennings		
Signature:	/Pat Jennings/		
Date:	05/07/2007		
Total Attachments: 4 source=vits TM Assignment#page1.tif source=vits TM Assignment#page2.tif source=vits TM Assignment#page3.tif source=vits TM Assignment#page4.tif			

TRADEMARK REEL: 003536 FRAME: 0619

This Assignment is made the

2 wd day of And

2007

Between

- BAE SYSTEMS plc (Company Registration Number 1470151) of 6 Carlton Gardens, London SW1Y 5AD, United Kingdom ("Assignor"); and
- (2)Selex Sensors and Airborne Systems Limited (Company Registration Number 2426132) of Christopher Martin Road, Basildon, Essex SS14 3EL, United Kingdom ("Assignee").

Whereas:

- (A) Assignor is the registered owner of the trade marks described in Annex I and the applications described in Annex II ("Marks");
- (B) Assignor has agreed to assign the Marks to Assignee;

It is agreed as follows:

1 **Defintions**

"Assignor's Group" means BAE SYSTEMS plc and all of its subsidiaries from time to time. apart from Assignee; and

"Encumbrance" means any mortgage, charge (fixed or floating), pledge, lien, option, right to acquire, assignment by way of security, trust arrangement for the purpose of providing security or any other security interest of any kind, including retention arrangements and any agreement to create any of the foregoing but excluding rights of pre-emption in relation to share in any body corporate.

2 Assignment

In consideration of the sum of £1 and other good and valuable consideration paid by Assignee to Assignor (the receipt of which Assignor acknowledges), Assignor hereby assigns to Assignee, subject to any applicable requirements of law the terms of any Encumbrances, existing licences or other rights of third:

- 2.1 all its right, title and interest in the Marks together with the goodwill represented by and associated with the Marks, but no other goodwill; and
- 2.2 all rights of action arising or accrued in relation to any of the above (other than for any past acts by a member of the Assignor's Group) including, without limitation, the right to take proceedings and to seek and recover damages and seek other remedies for all past infringements.

3 **Convention Filing Right**

This Assignment includes the right (where applicable) to file applications under the Paris Convention, corresponding to or based on any of the applications for Marks, and to claim priority from those applications.

> TRADEMARK REEL: 003536 FRAME: 0620

4 **Further Assurance**

Assignor agrees to execute such documents and provide such assistance as may be reasonably required by Assignee to obtain the full benefit of the assignment set out above. The cost of recordal of this Assignment at any trade mark registry shall be borne by Assignee.

5 No warranties

- 5.1 Nothing in this Assignment shall be construed as a warranty or representation by Assignor that any of the Marks is valid or enforceable.
- 5.2 All warranties or other terms implied by statue or common law are hereby excluded from this Assignment to the fullest extent permitted by law.
- 5.3 This clause 5 shall be without prejudice to any other written agreement between the parties or their affiliated companies (or any of them).

6 Law and Jurisdiction

This Assignment shall be interpreted in accordance with English law and the courts of England shall have exclusive jurisdiction over any disputes arising from it.

In witness whereof this Assignment has been entered into on the date stated at the beginning.

SIGNED by Margaret Mackett

SIGNED by on behalf of Selex Sensors and Airborne Systems Limited

on behalf of BAE SYSTEMS plc

Date: 2

TRADEMARK REEL: 003536 FRAME: 0621

Annex 1

Registered Trade Marks

BAE SYSTEMS REF: MARK REGISTRATION NO.

XC-T249 VITS 2746305

TRADEMARK REEL: 003536 FRAME: 0622 Annex II

Applications

NONE

TRADEMARK
RECORDED: 05/07/2007 REEL: 003536 FRAME: 0623