

02-05-2002

RECORDATION FORM COVER SHEET



IS ONLY

Our Ref.: 124-1

Commissioner of Patents
Box Assignments, Washington, DC 20231

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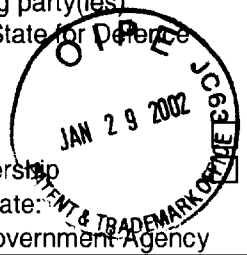
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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
The Secretary of State for Defense

Individual(s)
 General partnership
 Corporation-State:
 Other: UK Government Agency

Association
 Limited Partnership



2. Name and address of receiving party(ies):
Name: QINETIQ LIMITED
Internal Address: _____
Street Address: 85 Buckingham Gate

City: London
State/Country: United Kingdom
Zip: SW1 6TD

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State United Kingdom
 Other _____

3. Nature of conveyance:

Assignment
 Security Assignment
 Other: _____

Merger
 Change of Name

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

Execution Date: August 31, 2001

Designations must be a separate document from Assignment)
Additional name/s & address/es attached Yes No

4. Application number(s) or registration number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Trademark Application No.(s)	B. Trademark Registration No.(s)
(1) 76/115,869	(1) 2,252,517
(2) 75/651,793	(2) 2,400,153
(3) 75/907,464	(3) 2,251,180

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Stanley C. Spooner
Internal Address: _____
Street Address: Nixon & Vanderhye P.C.
1100 North Glebe Road
8th Floor
City Arlington State: VA Zip: 22201

6. Total number of applications and registrations involved: 16

7. Total fee (37 CFR 3.41) \$ 415.00
 Enclosed
 Authorized to be charged to deposit account #14-1140

8. The Commissioner is hereby authorized to charge any deficiency, or credit any overpayment, in the fee(s) filed, or asserted to be filed, or which should have been filed herewith (or with any paper thereafter filed in this application by this firm) to our **Account No. 14-1140**.

DO NOT USE THIS SPACE

9. Statements and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Stanley C. Spooner [Signature] January 29, 2002
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments and document: 9

02/04/2002 TDIAZ1 00000179 76115869
01 FC:481 40.00 DP
02 FC:482 375.00 DP

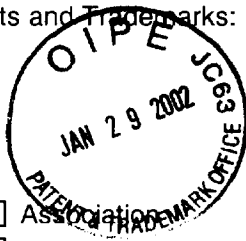
RECORDATION FORM COVER SHEET TRADEMARKS ONLY

Our Ref.: 124-1

Commissioner of Patents and Trademarks
Box Assignments, Washington, DC 20231

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
The Secretary of State for Defence



- Individual(s)
- General partnership
- Corporation-State:
- Other: _____
- Association
- Limited Partnership

A. Trademark Application No.(s)

- (4) 76/131,054
- (5) 76/130,987
- (6) 76/191,268
- (7) 76/084,337
- (8) 76/130,986
- (9) 76/198,559
- (10) 76/154,450
- (11) 76/223,584
- (12) 76/270,708
- (13)
- (14)

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

Name: QINETIQ LIMITED
 Internal Address: _____
 Street Address: 85 Buckingham Gate

City: London
 State/Country: United Kingdom
 Zip: SW1 6TD

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

Designations must be a separate document from Assignment)

B. Trademark Registration No.(s)

- (4) 2,400,154
- (5)
- (6)
- (7)
- (8)
- (9)
- (10)
- (11)
- (12)
- (13)
- (14)



Dated: 31 August 2001

91/W58085/RBB/MR

Trade Mark Assignment

between

The Secretary of State for Defence

as Assignor

and

QinetiQ Limited

as Assignee

relating to

the assignment of the trade mark applications and registrations described in the schedule to this Agreement

Simmons & Simmons

CityPoint One Ropemaker Street London EC2Y 9SS

T 020 7628 2020 F 020 7628 2070 DX Box No 12

TRADEMARK
REEL: 002436 FRAME: 0380



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BETWEEN:

- (1) **THE SECRETARY OF STATE FOR DEFENCE**, (the "Assignor"); and
- (2) **QINETIQ LIMITED**, (the "Assignee"), registered in England and Wales under company number 3796233 and having its registered office at 85 Buckingham Gate, London SW1 6TD.

Background:

- (A) The Assignor is the registered proprietor or applicant of the Marks.
- (B) The Assignor has agreed to assign the Marks to the Assignee.

The parties agree that:

1. **Interpretation**

- 1.1 In this Agreement, the following expressions shall have the following meanings:

"Marks" means the registered trade marks and trade mark applications whose details appear in schedule 1, including any goodwill or common law rights which are connected with or attached to the same.

2. **Assignment**

- 2.1 Subject to all rights and licences granted prior to or at the date of this Assignment, the Assignor assigns all its right, title and interest in the Marks to the Assignee, including, without limitation:

- (A) all rights to bring any proceedings and obtain (and retain) any remedy in respect of any infringement of the Marks which has occurred prior to the date of this Agreement;
- (B) all rights to claim priority from the Marks;
- (C) all rights to any extensions, renewals or amendments of the Marks

to hold the same to the Assignee, its successors and assigns absolutely.

3. **Consideration**

- 3.1 In consideration for the assignment in clause 2.1, the Assignee pays to the Assignor the sum of £1 (+ VAT, if applicable), receipt of which is acknowledged by the Assignor.

4. **Law and Jurisdiction**

- 4.1 This Agreement shall be governed by and construed in accordance with English law.

4.2 In respect of any dispute or disagreement arising under or in connection with this Agreement, each of the parties shall submit to the exclusive jurisdiction of the English Courts.

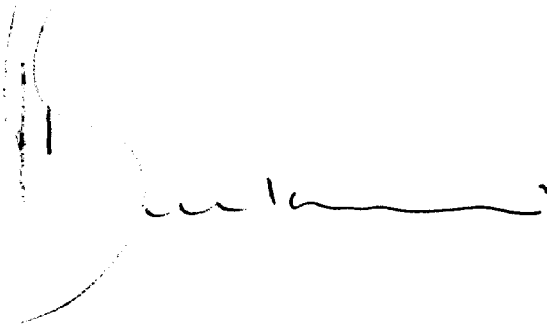
IN WITNESS WHEREOF the duly authorised representatives of the parties have signed this Agreement on the date first before written.

SCHEDULE 1: THE MARKS

USA Trademarks to be Assigned to QinetiQ

Country	Trademark Name	Status	Priority Date	Application No.	Filing Date	Classes	Our Ref	Agent
US	TENDRA	Published	10/07/97	75/322480	10/07/97	9	T1009	Nixon & Vanderhye
US	ANDSCAN	Registered	05/08/96	75/866501	07/12/99	9	T1051	Nixon & Vanderhye
US	VCT	Registered	08/08/97	75/428092	03/02/98	09,16	T1076	Nixon & Vanderhye
US	ONEMAP	Published	15/04/00	76/115869	23/08/00	09,42	T1081	Nixon & Vanderhye
US	ETPS	Published	21/02/98	75/651793	02/03/99	41,42	T1119	Nixon & Vanderhye
US	TRECSCAN	Registered	26/08/98	2175930	07/12/99	9	T1123	Nixon & Vanderhye
US	AURIX	Pending	21/10/99	75/907464	21/10/99	09,16	T1135	Nixon & Vanderhye
US	AUDIOSHIELD	Unfiled	11/05/00	76/131054	15/09/00	9	T1138	Nixon & Vanderhye
US	CAMSHIELD	Pending	11/05/00	76/130987	15/09/00	9	T1139	Nixon & Vanderhye
US	REFLYT	Pending	18/08/00	76/191268	09/01/01	41,13	T1140	Nixon & Vanderhye
US	Mineseker Devices Classes	Pending	15-Mar-00	76/084337	06/07/00	09,16,42	T1153	Nixon & Vanderhye
US	SWIPSY	Pending	13/05/00	76/130986	15/09/00	9	T1161	Nixon & Vanderhye
US	UVEL	Pending	21/07/00	76/197681	19/01/01	01,02,05,10,16,17,19	T1162	Nixon & Vanderhye
US	SAT ID	Pending	27/09/00	76/198559	24/01/01	09,42	T1164	Nixon & Vanderhye
US	ACTIVE TILING	Pending	15/10/97	76/154450	26/10/00	09,16	T1166	Nixon & Vanderhye
US	SURFTOOL	Pending	08/09/00	76/223584	13/03/01	09,42	T1171	Nixon & Vanderhye
US	CRENLOK	Pending	15/12/00	76/270708	14/06/01	06, 16, 17, 19, 20	T1201	Nixon & Vanderhye

Signed by)
R. W. BECKHAM)
For and on behalf of)
The Secretary of State)
for Defence)



in the presence of:



witness

C E SMITH
print name

Signed by)
A.O. BOWDERY)
(director))
For and on behalf of)
QinetiQ Limited)

