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TO THE HONORABLE COMMISSIONER OF PATENTS AND TRADEMARKS

2.5.99

Please record the attached original document or copy thereof.

1. Name of Party(ies) conveying an interest:

Robert C. Schwarz
5 Roslyn Street
Huntington, New York 11743
Citizenship: United States
Martin Kesselman
39 Glenmere Lane
Commack, New York 11725
Citizenship: United States
John M. Papazian
255-20 West End Drive
Great Neck, New York 11020
Citizenship: United States

2. Name and Address of Party(ies) receiving an interest:

NORTHROP GRUMMAN CORPORATION
1840 Century Park East
Los Angeles, CA 90067-2199

a Delaware Corporation

02-17-1999



100966294

09/24666

jc549 U.S. PTO
09/24666
02/05/99

3. Description of the instrument of conveyance: **ASSIGNMENT**

4. This document is being filed together with a new application, the execution date of the application is:

January 28, 1999 and February 2, 1999

Date

The title is: **CAPACITIVE STRAIN GAGE AND METHOD**

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

NORTHROP GRUMMAN CORPORATION
Intellectual Property Department
MS 90/110/CC
1840 Century Park East
Los Angeles, California 90067-2199

6. Number of applications/patents involved:

1

7. Amount of fee enclosed or authorized to be charged:

\$40.00 E

8. Deposit account number (Attach duplicate copy of this form if paying by deposit account:

14-1325

02/17/1999 JSHABAZZ 00000056 141325 09246666

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DO NOT USE THIS SPACE

9. Date of execution of attached documents January 28, 1999 & February 2, 1999

10. To the best of my knowledge and belief, the information contained on this coversheet is true and correct and any copy submitted is a true copy of the original document.

2-5-99

Date

Robert M. Chiaviello, Jr.
Robert M. Chiaviello, Jr. Reg. 32,461
Terry J. Anderson, Reg. No. 24,271
Karl J. Hoch, Jr., Reg. No. 34,181
Attorneys of Record (310) 201-3190

ASSIGNMENT

WHEREAS, I, Robert C. Schwarz, hereinafter referred to as Assignor, have invented certain new and useful improvements in a CAPACITIVE STRAIN GAGE AND METHOD, described in an application for United States Letters Patent, executed by me on the date as stated below;

WHEREAS, Northrop Grumman Corporation, a Delaware corporation, having its principal place of business at 1840 Century Park East, Los Angeles, California 90067, hereinafter referred to as Assignee, is desirous of acquiring the entire right, title and interest in, to and under said improvements and said application:

NOW, THEREFORE, in consideration of Assignor's obligations to Northrop Grumman, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has sold, assigned, transferred and set over, and by these presents does hereby sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, Assignor's entire right, title and interest in, to and under said improvements, and said application and all divisions, renewals, continuations, and continuations-in-part thereof, and all United States Letters Patent which may be granted thereon and all reissues and extensions thereof, and all applications for Letters Patent which may hereafter be filed for said improvements in any country or countries foreign to the United States, including the full right to claim for any such application the priority benefits of the International Convention for the Protection of Industrial Property and other priority-conferring treaties, and all Letters Patent which may be granted for said improvements in any country or countries foreign to the United States and all extensions, divisions, continuations, continuations-in-part, renewals and reissues thereof; and Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patent for said improvements to said Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument;

Assignor hereby acknowledges that at the time of making the improvements herein identified, Assignor was under an obligation to assign to Assignee, Assignor's entire right, title and interest in, to and under said improvements;

Assignor hereby covenants that Assignor has full right to convey the interest herein assigned, and that Assignor has not executed, and will not execute, any agreement in conflict herewith and that Assignee, Northrop Corporation, its successors, assigns and other legal representatives shall have the right to hold and enjoy for its and their own use and benefit, to the end of the term or terms for which such Letters Patent shall or may be granted, reissued or extended as fully and completely as the same might or could have been held and enjoyed by Assignor had this assignment not been made.

Assignor hereby further covenants and agrees to communicate to Assignee, its successors, legal representatives and assigns, any and all facts known to Assignor respecting said improvements; to promptly provide Assignor with all documents relating to said improvements, said invention, and said Letters Patent as may be known or accessible to Assignor; to testify as to the same in any interference or litigation or other legal proceedings related thereto; to sign all lawful papers, execute all extensions, continuations, continuations-in-part, divisional and reissue applications; and to make all rightful oaths or declarations and generally do everything possible to aid Assignee, its successors, legal representatives and assigns in obtaining and enforcing all the rights herein conveyed for said improvements in all countries without further compensation, but at the expense of Assignee, its successors, legal representatives and assigns.

IN WITNESS WHEREOF, the undersigned has executed and delivered this instrument this 28 day of Jan. 1999, and has executed the referenced patent application on the 28 day of Jan., 1999.

Robert C. Schwarz
Robert C. Schwarz

STATE OF New York
COUNTY OF NASSAU) ss

On 28 Jan '99 before me, ROBERT C. SCHWARZ personally appeared ROBERT C. SCHWARZ, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Signature *Carol Lorber*

CAROLE LORBER
NOTARY PUBLIC, State of New York
No. 30-4600485
Qualified in Nassau County
Commission Expires March 30, 1997
FEB 28, 1999

(Seal)

ASSIGNMENT

WHEREAS, I, John A. Papazian, hereinafter referred to as Assignor, have invented certain new and useful improvements in a CAPACITIVE STRAIN GAGE AND METHOD, described in an application for United States Letters Patent, executed by me on the date as stated below;

WHEREAS, Northrop Grumman Corporation, a Delaware corporation, having its principal place of business at 1840 Century Park East, Los Angeles, California 90067, hereinafter referred to as Assignee, is desirous of acquiring the entire right, title and interest in, to and under said improvements and said application:

NOW, THEREFORE, in consideration of Assignor's obligations to Northrop Grumman, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has sold, assigned, transferred and set over, and by these presents does hereby sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, Assignor's entire right, title and interest in, to and under said improvements, and said application and all divisions, renewals, continuations, and continuations-in-part thereof, and all United States Letters Patent which may be granted thereon and all reissues and extensions thereof, and all applications for Letters Patent which may hereafter be filed for said improvements in any country or countries foreign to the United States, including the full right to claim for any such application the priority benefits of the International Convention for the Protection of Industrial Property and other priority-conferring treaties, and all Letters Patent which may be granted for said improvements in any country or countries foreign to the United States and all extensions, divisions, continuations, continuations-in-part, renewals and reissues thereof; and Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patent for said improvements to said Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument;

Assignor hereby acknowledges that at the time of making the improvements herein identified, Assignor was under an obligation to assign to Assignee, Assignor's entire right, title and interest in, to and under said improvements;

Assignor hereby covenants that Assignor has full right to convey the interest herein assigned, and that Assignor has not executed, and will not execute, any agreement in conflict herewith and that Assignee, Northrop Corporation, its successors, assigns and other legal representatives shall have the right to hold and enjoy for its and their own use and benefit, to the end of the term or terms for which such Letters Patent shall or may be granted, reissued or extended as fully and completely as the same might or could have been held and enjoyed by Assignor had this assignment not been made.

Assignor hereby further covenants and agrees to communicate to Assignee, its successors, legal representatives and assigns, any and all facts known to Assignor respecting said improvements; to promptly provide Assignor with all documents relating to said improvements, said invention, and said Letters Patent as may be known or accessible to Assignor; to testify as to the same in any interference or litigation or other legal proceedings related thereto; to sign all lawful papers, execute all extensions, continuations, continuations-in-part, divisional and reissue applications; and to make all rightful oaths or declarations and generally do everything possible to aid Assignee, its successors, legal representatives and assigns in obtaining and enforcing all the rights herein conveyed for said improvements in all countries without further compensation, but at the expense of Assignee, its successors, legal representatives and assigns.

IN WITNESS WHEREOF, the undersigned has executed and delivered this instrument this 28 day of January, 1999, and has executed the referenced patent application on the 28 day of January, 1999.

STATE OF NEW YORK)
COUNTY OF NASSAU) ss

John M. Papazian
John M. Papazian

On 28th Jan 1999 before me, John M. Papazian, personally appeared JOHN M. PAPAIZIAN, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Signature Carole Lorber

CAROLE LORBER
NOTARY PUBLIC, State of New York
No. 30,000425
Qualified in NASSAU County
Commission Expires FEB 28, 1999

(Seal)

DAL01:420771.1

A-2159/019937.0136