4.12.99

FORM PTO-1619A
Expires 06/30/99
OMB 0651-0027

[illegible] 2 [illegible] 9:41
OPR/FINANCE

04-19-1999

101014313

RECORDATION FORM COVER SHEET
PATENTS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

☒ New

☐ Resubmission (Non-Recordation)
Document ID#

☐ Correction of PTO Error
Reel # Frame #

☐ Corrective Document
Reel # Frame #

Conveyance Type

☒ Assignment ☐ Security Agreement

☐ License ☐ Change of Name

☐ Merger ☐ Other

U.S. Government
(For Use ONLY by U.S. Government Agencies)

☐ Departmental File ☐ Secret File

Conveying Party(ies)

☐ Mark if additional names of conveying parties attached

		Execution Date Month Day Year
Name (line 1)	United Technologies Corporation	02251999
Name (line 2)	a Delaware corporation	
Second Party Name (line 1)		
Name (line 2)		

Receiving Party

☐ Mark if additional names of receiving parties attached

Name (line 1) UTMC Microelectronic Systems Inc.
Name (line 2) a Delaware corporation
Address (line 1) 4350 Centennial Boulevard
Address (line 2)
Address (line 3) Colorado Springs (City) CO (State/Country) 80907 (Zip Code)

☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. *(Designation must be a separate document from Assignment.)*

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name
Address (line 1)
Address (line 2)
Address (line 3)
Address (line 4)

FOR OFFICE USE ONLY

04/16/1999 JSHABAZZ 00000269 08052852

01 FC:581 640.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments , Washington, D.C. 20231

FORM PTO-1619B
Expires 06/30/99
OMB 0651-0027

Page 2

U.S. Department of Commerce
Patent and Trademark Office
PATENT

Correspondent Name and Address

Area Code and Telephone Number 7195948391

Name Y. R. Hladkyj

Address (line 1) UTMC Microelectronic Systems Inc.

Address (line 2) 4350 Centennial Boulevard

Address (line 3) Colorado Springs, CO 80907

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments. # 10

Application Number(s) or Patent Number(s)

☒ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)			Patent Number(s)		
08052852	09061624	09001130			
08990175	08999426	09060685			
09056536	09072932	08826191			

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor. Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number only if a U.S. Application Number has not been assigned.

PCT PCT PCT
PCT PCT PCT

Number of Properties

Enter the total number of properties involved. # 16

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): $ 640.00

Method of Payment: Enclosed ☒ Deposit Account ☐

Deposit Account
(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes ☐ No ☐

Statement 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. Charges to deposit account are authorized, as indicated herein.

Name of Person Signing	Signature	Date
Yaropolk R. Hladkyj		March 19, 1999

FORM PTO-1619C
Expires 06/30/99
OMB 0651-0027

RECORDATION FORM COVER SHEET CONTINUATION
PATENTS ONLY

U.S. Department of Commerce
Patent and Trademark Office
PATENT

Conveying Party(ies)

☐ Mark if additional names of conveying parties attached

Enter additional Conveying Parties

Name (line 1)
Name (line 2)
Execution Date Month Day Year

Name (line 1)
Name (line 2)
Execution Date Month Day Year

Name (line 1)
Name (line 2)
Execution Date Month Day Year

Receiving Party(ies)

☐ Mark if additional names of receiving parties attached

Enter additional Receiving Party(ies)

Name (line 1)
Name (line 2)
Address (line 1)
Address (line 2)
Address (line 3) City State/Country Zip Code

☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. *(Designation must be a separate document from Assignment.)*

Name (line 1)
Name (line 2)
Address (line 1)
Address (line 2)
Address (line 3) City State/Country Zip Code

☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. *(Designation must be a separate document from Assignment.)*

Application Number(s) or Patent Number(s)

☐ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

08999346	08927703	08999476
08635794	08970718	09094344
09185162		

Patent Number(s)

ASSIGNMENT AND
LICENSE-BACK AGREEMENT

This AGREEMENT (this "Agreement") is made as of this 25th day of February, 1999 by and between **UTMC MICROELECTRONIC SYSTEMS INC.**, a Delaware corporation with its principal offices located at 4350 Centennial Boulevard, Colorado Springs, Colorado (hereinafter ("UTMC"), and **UNITED TECHNOLOGIES CORPORATION**, a Delaware corporation doing business through its **HAMILTON STANDARD DIVISION** having a place of business at One Hamilton Road, Windsor Locks, Connecticut (hereinafter "UTC").

WITNESSETH:

WHEREAS, contemporaneously herewith, UTC is entering into a Common Stock Purchase Agreement to sell all of the common stock of UTMC to Aeroflex Incorporated on the terms and subject to the conditions set forth therein (the "Stock Purchase Agreement"); and

WHEREAS, in connection with the sale and purchase of UTMC's stock, UTC desires to transfer to UTMC, and UTMC desires to accept, all of UTC's rights, title and interest in, to and under certain intellectual property used by UTMC in connection with its business, subject to the grantback by UTMC to UTC of a non-exclusive, royalty-free license to such intellectual property, on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the recitals and the mutual promises and covenants contained in this Agreement, the parties agree as follows:

1. Transfer and Assignment. (a) Subject to the terms and conditions of this Agreement, UTC hereby assigns, transfers, conveys, delivers and grants to UTMC, and UTMC hereby accepts, all right, title and interest of UTC in, to and under the patents, patent applications and active patent projects listed on Attachment 1 (the "Intellectual Property"), for UTMC's own use and enjoyment and for the use and enjoyment of UTMC's successors, assigns or other legal representatives. UTC hereby requests the Commissioner of Patents and Trademarks or other appropriate governmental authority (whether foreign or domestic) to record UTMC as the assignee and owner of the Intellectual Property.

2. Further Assurances. Consistent with the terms and conditions hereof, UTC shall execute, acknowledge and deliver to UTMC such deeds, assignments, endorsements, certificates and other further instruments of transfer and conveyance and shall take such further action as may be reasonably necessary to more effectively assign, transfer, convey and grant to UTMC the Intellectual Property.

3. **License to UTC**. UTMC hereby grants to UTC a perpetual, non-exclusive, royalty-free, worldwide license under the Intellectual Property for the sole purpose of designing, developing and manufacturing integrated circuits and such other products as may fall within the scope of the Intellectual Property (the "Subproducts"), for UTC's internal manufacturing and assembly requirements in connection with the sale by UTC of products into which such Subproducts are incorporated, including the servicing and replacement by UTC of such Subproducts (the "Purpose"). UTC shall have the right to grant sublicenses of its rights hereunder for the Purpose to any individual, corporation, limited liability company, partnership or other entity (each, a "Person") that controls, is controlled by or is under common control with UTC. The term "control" (including, with correlative meaning, the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise; provided, that the beneficial ownership of over 50 percent of the issued and outstanding voting securities of a Person shall be conclusively deemed to constitute "control" of such Person. UTC shall also have the right to sublicense the Intellectual Property to any supplier or other third party solely for the Purpose.

4. **Transfers**. UTMC may not transfer ownership of any Intellectual Property unless such transfer is expressly subject to the license granted to UTC herein.

5. **Applications; Maintenance**. UTMC shall have no obligation under this Agreement to file any patent applications or to secure any patent or maintain any patent in force. However, in the event UTMC decides to abandon the prosecution of or not pay the maintenance fee for a Patent, UTMC shall give UTC the opportunity to continue the prosecution, or to pay the maintenance fee, at UTC's expense. If UTC should elect to continue such prosecution or to pay such maintenance fee with respect to such Patent, UTMC shall promptly transfer to UTC all of UTMC's right, title and interest in, to and under such Patent, at no cost to UTMC.

6. **Disclaimers**.

(a) EXCEPT AS EXPRESSLY SET FORTH IN THE STOCK PURCHASE AGREEMENT, UTC MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE INTELLECTUAL PROPERTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, VALIDITY OR SCOPE OF ANY OF THE INTELLECTUAL PROPERTY OR THAT ANY OF THE INTELLECTUAL PROPERTY DOES NOT INFRINGE THE RIGHTS OF OTHERS, AND UTC SHALL HAVE NO LIABILITY ARISING OUT OF ANY PRODUCT MADE BY UTMC OR ITS SUBLICENSEES UNDER THE INTELLECTUAL PROPERTY.

(b) UTMC MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE INTELLECTUAL PROPERTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, VALIDITY OR SCOPE OF ANY OF THE INTELLECTUAL PROPERTY OR

THAT ANY OF THE INTELLECTUAL PROPERTY DOES NOT INFRINGE THE RIGHTS OF OTHERS, AND UTMC SHALL HAVE NO LIABILITY ARISING OUT OF ANY PRODUCT MADE BY UTC OR ITS SUBLICENSEES UNDER THE INTELLECTUAL PROPERTY.

7. Governing Law. This Agreement shall be governed by the laws of the State of New York (regardless of the laws that might be applicable under the principles of conflicts of law), as to all matters, including but not limited to matters of validity, construction, effect and performance.

8. Notices. Unless otherwise specifically provided herein, all notices, consents, demands, directions, approvals, instructions, requests and other communications required or permitted by the terms hereof to be given to any party hereto shall be in writing and shall become effective when telecopied (provided a copy thereof is placed in the U.S. mail, postage prepaid, within 24 hours after telecopied), delivered by hand or overnight courier or three (3) business days after being mailed by registered first-class mail, postage prepaid, return receipt requested, and addressed to such party as provided below or at such other address as shall have been designated by such party for purposes of notice hereunder by notice to the other party hereto:

If to UTMC:

UTMC Microelectronic Systems Inc.
4350 Centennial Boulevard
Colorado Springs, Colorado, 80907
Telecopier: 719-594-5541
Attention: President

With required copy to:

Aeroflex, Incorporated
35 South Service Road
Plainview, New York 11803
Telecopier: 516-694-4823
Attention: President

If to UTC:

United Technologies Corporation
Hamilton Standard Division
One Hamilton Road, M/S 1-3-BC27
Windsor Locks, CT 06096-1010
Fax: 860-654-2619
Attention: President's Office

With required copy to:

United Technologies Corporation
Hamilton Standard Division
One Hamilton Road, M/S 1-3-BC27
Windsor Locks, CT 06096-1010
Fax: 860-654-2621
Attention: Vice President, Contracts and Counsel

9. No Third-Party Beneficiaries. This Agreement is intended solely for the benefit of the parties hereto and is not intended to confer benefits upon, or create any rights in favor of, any third person or entity and no such third party or entity may bring a claim based on rights or obligations set forth herein.

10. Waiver. Waiver by any party of strict performance of any provision of this Agreement shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future. Any waiver, to be effective, must be in writing and signed by the party waiving compliance.

11. Legally Binding. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives, successors and permitted assigns. Subject to the provisions of Section 4, UTMC may assign its rights and obligations under this Agreement. UTC may not assign or otherwise transfer any of its rights or obligations hereunder; provided, that UTC may assign this Agreement to any Person resulting from the merger or consolidation of UTC with such Person or to any Person that acquires all or substantially all of UTC's assets as a going concern, as long as such Person assumes the obligations of UTC. In the event of any such assignment of this Agreement by UTC, UTC (to the extent it shall continue in existence) shall guarantee the performance of the assignee's obligations hereunder.

12. Remedies.

(a) The parties acknowledges that a breach of this Agreement by a party may cause irreparable and continuing damage to the other party and agree that such other party shall therefore be entitled to injunctive or other equitable relief, without the necessity of posting a bond, from any court of competent jurisdiction restraining any further violation of this Agreement and that such injunctive relief shall be cumulative and in addition to any other rights or remedies to which the non-breaching party may be entitled.

(b) UTMC shall have the right to terminate this Agreement if UTC is in material breach of this Agreement and such breach remains uncured for a period of sixty (60) days following written notice thereof to UTC by UTMC.

13. Entire Agreement. This Agreement, together with Attachment 1, embody the entire agreement of the parties with regard to the subject matter of this Agreement. This Agreement supersedes all prior communications, representations, or agreements, verbal or written, between the parties to it and may not be amended except in a writing signed by the party affected by the change.

14. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remainder of this Agreement will not be affected and shall continue in effect and be enforceable to the fullest extent permitted by law.

15. Consent to Jurisdiction. UTC and UTMC each irrevocably consent that any legal action or proceeding against either of them under, arising out of or in any manner relating to, this Agreement may be brought in any court of the State of New York located within Nassau County or New York County or in the United States District Court for the Eastern or Southern District of New York. UTC and UTMC by the execution and delivery of this Agreement expressly and irrevocably consent and submit to the personal jurisdiction of any of such courts in any such action or proceeding. UTC and UTMC further irrevocably consent to the service of any complaint, summons, notice or other process relating to any such action or proceeding by delivery thereof to it by hand or by any other manner provided for in Section 8. UTC and UTMC hereby expressly and irrevocably waive any claim or defense in any such action or proceeding based on any alleged lack of personal jurisdiction, improper venue or inconvenient forum or any similar basis. Nothing in this Section shall affect or impair in any manner or to any extent the right of either party to commence legal proceedings or otherwise proceed against the other in any jurisdiction or to serve process in any manner permitted by law.

16. Indemnification.

(a) UTMC shall indemnify, defend and hold harmless UTC and its officers, directors, employees and affiliates, on an after-tax benefit basis, from and against any claims, liabilities, losses, damages or expenses that are caused by or arise out of any breach or default in the performance by UTMC of any covenant or agreement of UTMC contained herein.

(b) UTC shall indemnify, defend and hold harmless UTMC and its officers, directors, employees and affiliates, on an after-tax benefit basis, from and against any claims, liabilities, losses, damages or expenses that are caused by or arise out of any breach or default in the performance by UTC of any covenant or agreement of UTC contained herein.

17. No Consequential Damages. Notwithstanding anything to the contrary contained in this Agreement, in no event shall a party hereto be liable to another for any special, punitive, incidental or consequential damages.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their officers thereunto duly authorized, as of the day and year first above written.

UNITED TECHNOLOGIES CORPORATION
Hamilton Standard Division

By: Chester Paul Beach, J.
Name: Chester Paul Beach, Jr.
Title: Vice President, Contracts and Counsel

UTMC MICROELECTRONIC SYSTEMS INC.

By:
Name:
Title:

ATTACHMENT 1

Issued Patents - US

1	4,602,270	Gate Array with Reduced Isolation	07/22/86
2	4,730,160	Programmable Thermal Emulator Test Die	03/08/88
3	4,753,820	Variable Pitch IC Bond Pad Arrangement	06/28/88
4	4,772,936	Pretestable Double-Sided TAB Design	09/20/88
5	4,805,137	Bus Controller Command Block Processing System	09/20/88
6	4,817,029	Multiple-Precision Booth's Recode Multiplier	03/28/89
7	4,875,138	Variable Pitch IC Bond Pad Arrangement	10/17/89
8	4,900,693	Process for Making Polysilicon Field Plate with Improved Suppression or Parasitic Transistors	02/13/90
9	4,959,706	Integrated Circuit Having an Improved Bond Pad	09/25/90
10	4,965,643	Schottky Diode for Integrated Circuits	10/23/90
11	4,996,661	Single Chip Complex Floating Point Numeric Processor	02/26/91
12	5,010,256	Gate Output Driver Using Slew-Rate Control	04/23/91
13	5,012,404	Integrated Circuit Remote Terminal Stores Interface for Communication Between CPU and Serial Bus	04/30/91
14	5,037,781	Multi-Layered Field Oxide Structure	08/06/91
15	5,079,737	Memory Management Unit for the MIL-STD 1750 Bus	01/07/92
16	5,104,818	Preimplanted N-Channel SOI Mesa	04/14/92
17	5,128,733	Silicon Mesa Transistor Structure	07/07/92
18	5,141,597	Thin Polysilicon Resistors	08/25/92
19	5,145,802	Method of Making SOI Circuit with Buried Connectors	09/08/92
20	5,146,151	Floating Voltage Reference Having Dual Output Voltage	09/08/92
21	5,157,625	Radiation Resistant SRAM Memory Cell	10/20/92
22	5,166,902	SRAM Memory Cell	11/24/92
23	5,187,113	Field Oxide Termination and Gate Oxide Formation	02/16/93
24	5,206,182	Trench Isolation Process	04/27/93
25	5,218,214	Field Oxide Termination and Gate Oxide	06/08/93
26	5,298,773	Silicon-On-Insulator H-Transistor Layout for Gate Arrays	03/29/94
27	5,317,181	Alternative Body Contact for Fully-Depleted Silicon-On-Insulator Transistors	05/31/94
28	5,325,359	MIL-STD 1553 Interface Device Having Concurrent Remote Terminal and Monitoring Terminal Operations	06/28/94
29	5,344,785	Method of Forming High Speed, High Voltage Fully Isolated Bipolar Transistors on SOI Substrate	09/06/94
30	5,350,607	Ionized Cluster Beam Deposition of Sapphire	09/27/94
31	5,367,641	MIL-STD 1553 Interface Device Having a Bus Controller Minor Frame Timer	11/22/94

32	5,380,683	Ionized Cluster Beam Deposition of Sapphire and Silicon Layers	01/10/95
33	5,384,278	Tight Control of Resistor Valves in a SRAM Process	01/24/95
34	5,420,050	Method of Enhancing the Current Gain of Bipolar Junction	05/30/95
35	5,490,254	MIL-STD 1553 Interface Device Having Autonomous Operation in all Modes	02/06/96
36	5,525,533	Method of Making a Low Voltage Coefficient Capacitor	06/11/96
37	5,543,736	Gate Array Architecture and Layout for Deep Space Applications	08/06/96
38	5,561,073	Method of Fabricating an Isolation Trench for Analog Bipolar Devices in Harsh Environments	10/01/96
39	5,565,370	Method of Enhancing the Current Gain of Bipolar Junction Transistors	10/15/96
40	5,658,819	Antifuse Structure and Process for Manufacturing the Same	08/19/97
41	5,670,394	Method of Making Bipolar Transistor having Amorphous Silicon Contact as Emitter Diffusion Source	09/23/97
42	5,759,876	Antifuse Structure and Process for Manufacturing the Same	06/02/98
43	5,778,947	Bent Lead Repair Tool for Electronic Components	07/14/98
44	5,811,855	SOI Combination Body Tie	09/22/98

Issued Patents - Foreign

Item #	Patent #	Patent Name (US Patent Number)	Issue Date	Country(ies)
1	0265367	Variable Pitch IC Bond Pad Arrangement (4,753,820)	01/19/94	FR,UK
2	3788842.0	Variable Pitch IC Bond Pad Arrangement (4,753,820)	01/19/94	DE
3	0203025	Gate Array with Reduced Isolation (4,602,270)	10/24/90	UK
4	3675073-5	Gate Array with Reduced Isolation (4,602,270)	10/24/90	DE

Patent Applications Pending - Domestic

	Application #	Title	File Date	MC #
1	08/052852	Improved SOI Transistor Having Implanted Channel	04/26/93	056A
2	09/061624	High Refractive Index Film	04/16/98	081
3	09/001130	Multi-Level Interconnect Metallization Technique	12/30/97	084
4	08/990175	Method of Elimination Buried Contact Resistance in Integrated Circuits	12/12/97	086
5	08/999426	Dynamic, Single-Ended Sense Amplifier	12/29/97	087
6	09/060685	Using a Polysilicon Stringer to Build a Sub-Micron	04/15/98	088

		Transistor		
7	09/056536	A Bipolar Transistor Having Low Extrinsic Base Resistance	04/08/98	092
8	09/072932	Radiation Hardened Semiconductor Device	05/05/98	098
[9	08/826191	Antifuse Structure and Process for Manufacturing Same (Divisional)	03/27/97	099]
10	08/999346	Voltage Controlled Resistance Modulation for SEU Immunity	12/29/97	102
11	08/927703	Antifuse Structure Having Higher Yield and Reliability (Divisional- for Apparatus)	09/10/97	103B
12	08/999476	Recessed Field Oxide for Radiation Hardened Microelectronics	12/29/97	104
13	08/635794	High Reliability Logic Control Circuit for a Radiation Environment	10/01/97	106A
14	08/970718	Addressable Memory (CAM) Engine	11/14/97	108
15	09/094344	A Method of Programmability and an Architecture for Cold Sparing of CMOS Arrays	06/09/98	109
16	09/185162	Raised Pedestal Radiation Shield for Sensitive Electronics	11/03/98	111

Patent Applications Pending - Foreign

	Appl #	Title [US Patent Number]	File Date	Country	MC #
1	4-61572	SRAM Memory Cell [5,166,902]	03/18/92	JP	009
2	P3842749.1	Semiconductor Process with Improved Suppression of Parasitic Transistors [4,900,693]	12/19/88	DE	018
3	4-122418	Silicon Mesa Transistors [5,128,733]	05/15/92	JP	051
4	94309076.1	Method of Enhancing the Current Gain of Bipolar Junction Transistors [5,420,050]	12/06/94	EP	082
5		A Method of Fabricating a Bipolar Junction Transistor [5,670,394]	09/20/95	EP	091
[6	95/11921	A Method of Fabricating a Bipolar Junction Transistor [5,670,394]	09/20/95	WO	091]
7	86102289	Antifuse Structure and Process for Manufacturing the Same [5,658,819]	02/25/97	TW	099
8	96937802.5	Antifuse Structure and Process for Manufacturing the Same [5,658,819]	11/01/95	EP	099
9		Antifuse Structure and Process for Manufacturing the Same [5,658,819]	11/01/95	KR	099
10		Antifuse Structure and Process for Manufacturing the Same [5,658,819]	11/01/95	JP	099
11	98/09038	Bent Lead Repair Tool for Electronic Components [5,778,947]	05/08/98	WO	101

12	98/24288	Content Addressable Memory (CAM) Engine	11/13/98	WO	108
13	86102292	Antifuse Structure and Process for Manufacturing the Same [5,759,876]	02/25/97	TW	103
14	96940272.6	Antifuse Structure and Process for Manufacturing the Same [5,759,876]	10/30/96	EP	103
15		Radiation Resistant Logic Circuit	04/18/97	EP	106
16		Radiation Resistant Logic Circuit	04/18/97	JP	106
17		Method of Elimination Buried Contact Resistance in Integrated Circuits	12/10/98	PCT	86
18		SOI Combination Body Tie [5,811,855]	12/29/98	PCT	73
19		Accumulator for Complex Numbers [5,101,509 - US Patent abandoned]	12/29/98	PCT	29

Docket No. 3707-4001

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Assignee: UTMC Microelectronic Systems, Inc., a Delaware Corporation,
whose address is:

4350 Centennial Boulevard
Colorado Springs, CO 80907

Assignor: United Technologies Corporation, a Delaware Corporation

CERTIFICATE OF MAILING (37 C.F.R. 1.8a) AND AUTHORIZATION TO CHARGE DEPOSIT ACCOUNT

Box Assignments
Assignment Division
U.S. Patent and Trademark Office
CG-4
1213 Jefferson Davis Highway
Suite 320
Washington, DC 20231

Sir:

I hereby certify that the attached Assignment Recordal Sheets (3 sheets), w/Assignment and License-Back Agreement w/Attachment, w/check for fee of $640.00, along with any papers referred to as being attached or enclosed, and this Certificate of Mailing are being deposited with the United States Postal Service on the date shown below with sufficient postage in an envelope addressed to the Assistant Commissioner for Patents, Washington, D.C. 20231.

Please charge any underpayment and credit any overpayment in connection with this Assignment Recording to our deposit account No. 13-4500, Attorney Docket No. 3707-4001.

Respectfully submitted,

Brandon N. Sklar

Dated: 4/8/99

Brandon N. Sklar
Registration No. 31,667

MORGAN & FINNEGAN LLP
345 Park Avenue
New York, New York 10154
(212) 415-8718
(212) 751-6849 Facsimile

459999_1