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Attached original documents or copy the

10011 U.S. PTO
09/22/95
03/08/99

To the Honorable Commissioner of F

1. Name of conveying party(ies):

John J. Smith
Thomas W. Bennett
Roy L. Fox, Jr.

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: Pioneer Aerospace Corp

Internal Address:

Street Address: 45 South Satellite Road

P. O. Box 207

City: South Windsor State: CT ZIP: 06074

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: June 1, 1999

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

69327926

If this document is being filed together with a new application, the execution date of the application is: 6/1/99

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: Sperry, Zoda & Kane

Internal Address: John J. Kane

Street Address: Suite D-One Highgate Drive

City: Trenton State: NJ ZIP: 08618

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

19-3750

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

John J. Kane

Name of Person Signing

John J. Kane
Signature

6/8/99

Date

Total number of pages including cover sheet, attachments, and document: 4

ASSIGNMENT

File No. PI-144

We, JOHN J. SMITH and THOMAS W. BENNETT and ROY L. FOX, JR. who reside respectively at 14 Ledgebrook Lane, Middletown, Connecticut 06457 and 40 Scenic Drive, Lebanon, Connecticut 06249 and Route 1, Box 32A, Belleville, West Virginia 26133 have made certain inventions or discoveries (or both) set forth in an application for Letters Patent of the United States of America entitled LARGE SCALE PARAFoil APPARATUS WITH AN ENERGY ATTENUATOR FOR CONTROLLING INITIAL DEPLOYMENT which application was executed by us on even date herewith; and WHEREAS, PIONEER AEROSPACE CORPORATION, a corporation of the State of Delaware, whose address is 45 South Satellite Road, P. O. Box 207, South Windsor, Connecticut 06074-0207, hereinafter called "Assignee", is desirous of acquiring the title, rights, benefits and privileges hereinafter recited, and of confirming the same or any part thereof heretofore acquired by Assignee;

NOW THEREFORE, for valuable consideration furnished by Assignee to us, receipt and sufficiency of which we hereby acknowledge, we hereby, without reservation:

1. Assign and convey to and confirm in Assignee the entire right, title and interest in and to said inventions and discoveries, said applications for Letters Patent on said inventions, discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation and Convention applications based in whole or in part upon said inventions or discoveries or upon said applications, and any and all Letters Patent and reissues and extensions of Letters Patent granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications and said Letters Patent;
2. Authorize Assignee to file patent applications in any or all countries on any or all of said inventions and discoveries in our names or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or otherwise;
3. Authorize and request the Commissioner of Patents of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title and interest therein or otherwise as Assignee may direct;
4. Warrant that we have not knowingly conveyed to others any right in said inventions, discoveries, applications or patents or any license to use the same or to make, use or sell

anything embodying or utilizing any of said inventions or discoveries; and that we have good right to assign the same to Assignee without encumbrance;

5. Bind our heirs and legal representatives, as well as ourselves, to do, upon Assignee's request and at its expense, but without additional consideration to us or them, all acts reasonably serving to assure that the said inventions and discoveries, the said patent applications and the said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by us or our heirs or representatives, if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to us relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples and other physical exhibits in my control or in the control of our heirs or legal representatives and which may be useful for establishing the facts of my conceptions, disclosures, and reduction to practice of said inventions and discoveries.

In testimony whereof we have affixed our signature.

Date ✓ 1 JUNE 1999

✓ John J. Smith
John J. Smith

Date ✓ 1 June 1999

Thomas W. Bennett
Thomas W. Bennett

Date ✓ 2 June 1999

Roy L. Fox, Jr.
Roy L. Fox, Jr.

State of NJ)
County of Morris) ss:

On this 1st day of June, 1999, before me appeared John J. Smith to me known to be the person described in and who executed the foregoing instrument and he acknowledged the same to be his free act and deed.

✓ Stephanie A. Myers
Notary Public

(SEAL)

STEPHANIE A. MYERS
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires July 28, 2001

State of NJ)
) ss:
County of Morris)

On this 1st day of June, 1999, before me appeared Thomas W. Bennett to me known to be the person described in and who executed the foregoing instrument and he acknowledged the same to be his free act and deed.

Stephanie A. Myers (SEAL)
Notary Public

STEPHANIE A. MYERS
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires July 28, 2001

State of NJ)
) ss:
County of Morris)

On this 2nd day of June, 1999, before me appeared Roy L. Fox, Jr. to me known to be the person described in and who executed the foregoing instrument and he acknowledge the same to be his free act and deed.

Stephanie A. Myers (SEAL)
Notary Public

STEPHANIE A. MYERS
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires July 28, 2001