

10-27-1999

FORM PTO-1595
1-31-92



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

MEM 10-25-99

101183644

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

1. Name of Conveying Party(ies):
Mike McCoy
12806 Old Club Lane
Herndon, VA 22071
Additional name(s) of conveying party(ies) attached?
 Yes No

2. Name and Address of receiving Party(ies):
Name: HE Holdings, Inc.

Street Address: 141 Spring Street

City: Lexington State: MA ZIP: 02173
Additional name(s) & address(es) attached? Yes No

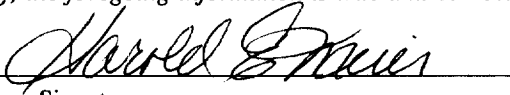
3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other
Execution Date: August 6, 1997

4. Application number(s) or patent number(s):
If this document is being filed together with a new application, the execution date of the application is:
A. Patent Application No. 08/857,112 B. Patent No.(s)
Additional Numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Harold E. Meier, Esq.
Internal Address: BAKER & BOTTS, L.L.P.
2001 Ross Avenue, Dallas, TX 75201-2980
Street Address: BAKER & BOTTS, L.L.P.
2001 Ross Avenue
City Dallas
State: Texas Zip: 75201-2980

6. Total number of applications and patents involved: 4.
7. Total Fee (37 CFR 3.41): \$ 40.00
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number:
BAKER & BOTTS, L.L.P. 02-0384
(Attach Duplicate Copy of this page if paying by deposit account)

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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.
Harold E. Meier, Reg. No. 22,428  October 22, 1999
Name of Person Signing Signature Date
Total number of pages including cover sheet 3

OMB No. 0651-0011 (exp.4/94)

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Mail documents to be recorded with required cover sheet information :
Commissioner of Patent and Trademarks
Box Assignments
Washington, D.C. 20231
Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project, (0651-0011), Washington, D.C. 20503.

10/26/1999 NTHA11 00000248 08857112

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ASSIGNMENT

WHEREAS, I, as below named sole inventor (if only one name is listed below) or joint inventor (if plural names are listed below) of the city and state as stated below next to my name, have invented a(an) **BIOMETRIC PERSONNEL IDENTIFICATION SYSTEM** for which application for Letters Patent of the United States has been executed by me on or before this day, or (if the following is completed) filed on May 5, 1997 as Serial No. 08/857.112; and

WHEREAS, HE Holdings, Inc., doing business as Hughes Electronics, (hereinafter referred to as HUGHES ELECTRONICS), a Delaware Corporation, having its principal place of business in Los Angeles, California, is desirous of acquiring the entire and exclusive right, title and interest in, to and under said invention, said application and any and all Letters Patent that may be granted therefor in the United States and throughout the world;

NOW, THEREFORE, in consideration of the obligations voluntarily assumed by me and set forth in an invention agreement between me and my employer, effective the date as stated below next to my name, and other good and valuable consideration, receipt of which is hereby acknowledged, I do hereby sell, assign and transfer to HUGHES ELECTRONICS, its successors, assigns or other legal representatives, the entire and exclusive right, title and interest in and to said invention invented by me, to said application and any and all applications which are continuations, continuations-in-part, divisions or substitutes of said application and any and all Letters Patent that may be granted therefor in the United States and throughout the world on any of said applications and to any and all reexaminations, reissues, renewals or extensions of said Letters Patent in the United States and throughout the world for the full term or terms for which said Letters patent may be granted in the United States and throughout the world; authorize and request The Commissioner of Patents and Trademarks of the United States and all foreign countries to issue all such Letters Patent to said HUGHES ELECTRONICS, its successors, assigns or other legal representatives; covenant that no assignment, sale, agreement, transfer or encumbrance has been, or will be, made or entered into which would conflict with this assignment, sale and transfer; and agree to communicate to HUGHES ELECTRONICS, its successors, assigns or other legal representatives, upon request and at no cost or expense to me, any facts known by me respecting said invention, do all lawful acts, including the execution and delivery of all papers and proper oaths and giving of testimony that is deemed necessary or desirable by HUGHES ELECTRONICS, its successors, assigns or other legal representatives with regard to said invention for protecting, obtaining, maintaining and enforcing any and all of said Letters Patent in the United States and throughout the world for said invention and for perfecting, affirming, recording and maintaining the title of HUGHES ELECTRONICS, its successors, assigns or other legal representatives, and generally cooperate to the fullest extent in all matters pertaining to said invention, and any and all of said Letters Patent and the title thereto in HUGHES ELECTRONICS, its successors, assigns or other legal representatives.

IN WITNESS WHEREOF, I have executed this instrument.

FULL NAME OF SOLE OR JOINT INVENTOR Mike McCoy	INVENTOR'S SIGNATURE <i>[Signature]</i>	DATE 8-6-97
RESIDENCE (CITY AND STATE) 12806 Old Club Lane Herndon, VA 22071		INVENTION AGREEMENT DATE

FULL NAME OF SOLE OR JOINT INVENTOR Danny Chu	INVENTOR'S SIGNATURE	DATE
RESIDENCE (CITY AND STATE) 4919 McFarland Drive Fairfax, VA 22032		INVENTION AGREEMENT DATE August 24, 1992

FULL NAME OF SOLE OR JOINT INVENTOR Jim Annullis	INVENTOR'S SIGNATURE	DATE
RESIDENCE (CITY AND STATE) 4501 Ridge Avenue Baltimore, MD 21227		INVENTION AGREEMENT DATE July 11, 1994

FULL NAME OF SOLE OR JOINT INVENTOR	INVENTOR'S SIGNATURE	DATE
RESIDENCE (CITY AND STATE)		INVENTION AGREEMENT DATE

FULL NAME OF SOLE OR JOINT INVENTOR	INVENTOR'S SIGNATURE	DATE
RESIDENCE (CITY AND STATE)		INVENTION AGREEMENT DATE

STATE OF Maryland)
 COUNTY OF Prince Georges) SS:
 On August 6, 1997 before me, Joan R. Torgeson,
 a Notary Public in and for said State, personally appeared Mike McCoy

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 the within 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.

JOAN R. TORGESON
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires March 9, 1998

Notary Public *[Signature]*