IPE JO2-	-17-00 Express Mail No. EL 265 832 105
03	FORM COVER SHEET -23-2000 Attorney Docket Nur 9740
10	iginal documents or copy thereof.
1. Name of conveying party(ies):	2. Name and address of receiving party(ies):
Smiths Industries Aerospace & Defense Systems, Inc.	Name: Pennie & Edmonds LLP
	Address: 1155 Avenue of the Americas, New York, NY 100.
Additional name(s) of conveying party(ies) attached? □ Yes ⊠ No         3. Nature of conveyance:	
S. Nature of conveyance. □ Merger	Country (if other than USA):
□ Security Agreement □ Change of Name	
□ Other	
Execution Date: January 18, 2000	
4. Application number(s) or patent number(s):	
If this document is being filed together with a new application, the execu	
A. Patent Application No.(s)	B. Patent No.(s) <u>5,606,609</u>
	attached?  Ves  No
<ol><li>Name and address of party to whom correspondence concerning document should be mailed:</li></ol>	6. Number of applications and patents involved: 1
PENNIE & EDMONDS LLP 1155 Avenue of the Americas New York, NY 10036	<ul> <li>7. Total fee (37 CFR 3.41):\$ 40,00</li> <li>Please charge to the deposit account listed in Section 8.</li> </ul>
	8. Deposit account number: <u>16-1150</u>
DO NOT US	E THIS SPACE
9. Statement and signature.	
	ing information is true and correct and any attached co A 1 A ( 100 - 10, 33, 700) Derm, O. Rein
Name of Person Signing Reg. No. Signature	C) Date
Tot	al number of pages including cover sheet: 3

Washington, D.C. 20231

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## ASSIGNMENT AGREEMENT

Assignment Agreement entered into this January 18, 2000 ("Effective Date"), by and between Smiths Industries Aerospace & Defense Systems, Inc., a corporation organized and existing under the laws of Delaware, by and through its Signal Processing Systems Division having a place of business at 13112 Evening Creek Drive South, San Diego, CA 92128 ("ASSIGNOR"),

and

Pennie & Edmonds LLP, a limited liability partnership organized and existing under the laws of the State of New York and having place of business at 1155 Avenue of the Americas, New York, NY 10036 (ASSIGNEE").

Basis for Agreement. ASSIGNOR is the owner of the Untied States Patent No. 5,606,609, for "Electronic Document Verification System and Method" ("PATENT"). ASSIGNEE is desirous of acquiring the PATENT, the invention disclosed therein, and any continuations, continuation-in-part, divisionals, renewals, reissues and reexaminations of the PATENT, and all foreign patent applications corresponding to any or all of the foregoing and any patents issuing therefrom (all collectively referred to herein as the "PATENT RIGHTS"), and ASSIGNOR is willing to assign the PATENT RIGHTS to ASSIGNEE. This Agreement, which the parties intend to be legally binding upon them, sets forth the terms and conditions by which ASSIGNOR assigns the PATENT RIGHTS to ASSIGNEE.

1. <u>Assignment</u>. ASSIGNOR hereby grants to ASSIGNEE, its successors and assigns, its entire right, title, and interest in, to, and under the PATENT RIGHTS.



- 4. Representations and Warranties.
  - 4.1 Each party represents and warrants that it has the full right and power to enter into and perform its obligations under this Agreement, and that there are no outstanding agreements, assignments, security interests or encumbrances in existence inconsistent with the provisions of this Agreement.
  - 4.2 ASSIGNOR represents and warrants that it owns the entire right, title and interest in and to the PATENT RIGHTS and that it has the sole right to transfer such right, title and interest to ASSIGNEE.
  - 4.3 ASSIGNOR represents and warrants that it has not authorized or licensed any third party to operate under the PATENT RIGHTS.
  - 4.4 ASSIGNOR represents and warrants that is has no knowledge of any information that would affect the validity or enforceability of the PATENT or any of its claims.
- 5. <u>Binding Agreement.</u> All the terms, conditions and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, and upon their successors and assigns.

PATENT REEL: 010618 FRAME: 0255

- 7. <u>Entire Agreement</u>. This Agreement constitutes the entire understanding and agreement between the parties hereto with respect to the subject matter hereof. No modifications, supplementation, extension or waiver of any provisions of this Agreement or any release of any right hereunder shall be valid unless in writing signed by both parties hereto.
- 8. <u>Severability</u>. In the event that any part or provision of this Agreement is deemed by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other part or provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal, or unenforceable part or provision had never been contained therein.
- 9. <u>Governing Law.</u> This Agreement shall be governed by and interpreted in accordance with laws of the State of New York.



- 11. <u>Counterparts</u>. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed to be original, but all of which together shall constitute one and the same agreement.
- 12. <u>Headings</u>. The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as specified below.

SMITHS INDUSTRIES AEROSPACE & DEFENSE SYSTEMS, INC.

By:

Name: Barry B. Golko

Title: Director, Finance and Administration

Date: 18 TAN, Foro

PENNIE & EDMONDS LLP By: A Manager D Rein

Barry D Name:

Title: Partner

Date: in 1/3-

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**RECORDED: 02/16/2000**