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03-23-2000

Attorney Docket Number
9740-011101296520
Washington, DC 20231

RADEMARKS

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Global Associates, Ltd.

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

3. Nature of conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Other _____Execution Date: June 19, 1998

2. Name and address of receiving party(ies):

Name: Smiths Industries Aerospace & Defense Systems, Inc.Address: 13112 Evening Creek Drive SouthSan Diego, CA 92128

Country (if other than USA): _____

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.(s) _____

B. Patent No.(s) 5,606,609Additional numbers attached? ☐ Yes ☒ No

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

PENNIE & EDMONDS LLP
1155 Avenue of the Americas
New York, NY 10036

6. Number of applications

and patents involved: 17. Total fee (37 CFR 3.41):.....\$ 40.00Please charge to the deposit account listed in
Section 8.

8. Deposit account number:

16-1150**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.*Barry D. Rein 22,411

Name of Person Signing Reg. No.

Signature

February 16, 2000

Date

Total number of pages including cover sheet:

10Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignment
Washington, D.C. 20231

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PATENT NY2 - 1051482.1
REEL: 010618 FRAME: 0257

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made as of this 19th day of June, 1998, by and between SMITHS INDUSTRIES AEROSPACE & DEFENSE SYSTEMS, INC., a Delaware corporation ("Purchaser") and GLOBAL ASSOCIATES, LTD., a Virginia corporation ("Seller").

RECITALS

R.1 Seller, through its Signal Processing Systems ("SPS") division, is in the business of developing, manufacturing and selling high technology products, including in the fields of signal processing, aviation and intelligent transportation. The SPS division is located at 13112 Evening Creek Drive South, San Diego, California 92128-4199. Seller's corporate headquarters are located at 7600 Leesburg Pike, West Building, 4th Floor, Falls Church, Virginia 22043-2004.

R.2 Purchaser is in the business of developing, manufacturing and selling aerospace products. Purchaser's corporate headquarters are located at 4141 Eastern Avenue, Grand Rapids, Michigan 49518.

R.3 On January 8, 1998 (the "Petition Date"), Seller filed a voluntary petition under Chapter 11 of the United States Bankruptcy Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Maryland, Greenbelt Division (the "Bankruptcy Court"), as case number 98-1-0216-DK (the "Bankruptcy Case").

R.4 Purchaser desires to purchase, and Seller desires to sell, certain assets of Seller utilized in connection with its SPS division identified herein, free and clear of liens, claims and encumbrances.

R.5 Purchaser and Seller contemplate the prompt filing with the Bankruptcy Court of a motion or motions seeking approval of: (a) this Agreement and the transactions contemplated hereby, including without limitation the sale of the Purchased Assets (as hereinafter defined) free and clear of all interests, liens, claims and encumbrances pursuant to Section 363 of the Bankruptcy Code; and (b) the assumption by Seller and assignment to Purchaser of certain executory contracts and unexpired leases of real and personal property pursuant to Section 365 of the Bankruptcy Code.

NOW, THEREFORE, for and in consideration of the mutual promises and other good and valuable consideration contained herein, the adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

EXHIBIT "A"

ARTICLE I

DEFINITIONS

1.1 Defined terms. As used herein, the terms below shall have the following meanings:

"Accounts Receivable" shall mean accounts, claims, choses in action or other right to receive money or other property or consideration from any person or entity, whether such right, claim, account, right or chose in action is disputed or undisputed, fixed or contingent, matured or unmatured, liquidated or unliquidated, evidenced by an instrument or other writing or unwritten, arising from the sale of goods or the provision of services by Seller's SPS division.

"Affiliate" shall mean any person that is an affiliate (as such term is used in Section 101 of the Bankruptcy Code) of Seller.

"Bankruptcy Code" shall mean Title 11 of the United States Code, as amended from time to time.

"Books and Records" shall mean all records pertaining to the Purchased Assets, including without limitation records pertaining to customers, suppliers, lessors and employees of the Seller.

"Business Day" shall mean any day that is not a weekend or legal holiday as defined in Rule 9006 of the Bankruptcy Rules.

"Closing" shall mean the closing of the transactions contemplated hereby, as set forth in Section 3.1, below.

"Closing Date" shall mean the eleventh (11th) calendar day following the date on which all of the conditions to the parties' obligations to close, as set forth in Articles VII and VIII, below, have been, and remain, satisfied or have been waived in writing by Purchaser and Seller, or such other date following entry of the Order on which the Seller and the Purchaser may agree. Notwithstanding the foregoing, unless extended by mutual written agreement of both parties to this Agreement, the Closing Date shall occur on or before August 17, 1998.

"Contracts" shall mean any of the agreements, contracts, or commitments of Seller's SPS division listed on Schedule 2.1 hereto.

"Contract Rights" shall mean all of Seller's rights and obligations under the Contracts.

"Court" shall mean the United States Bankruptcy Court for the District of Maryland.

"Employee" shall mean any employee employed by Seller's SPS division as of the date hereof or following the date hereof until Closing, whether such employment is pursuant to a written or unwritten contract or is at will.

"Encumbrance" shall mean any claim, lien, pledge, option, charge, easement, security interest, right-of-way, right to any Retainage, encumbrance or other right of third parties.

"Excluded Assets" shall mean the following items, which are not to be acquired by Purchaser under this Agreement:

"Fixtures and Equipment" shall mean the furniture, fixtures, furnishings, machinery and equipment owned by Seller in its SPS division as of the date hereof, plus additions, replacements or deletions following the date hereof until Closing.

"Hired Employee" shall mean any Employee to whom Purchaser offers employment commencing upon the consummation of the transactions contemplated by this Agreement, and who accepts such employment and, if requested by Purchaser, enters into an employment agreement.

"Intellectual Property" shall mean Seller's right, title and interest, whether now or existing or hereafter arising or acquired, owned or acquired by Seller and used in connection with the conduct of its SPS division, in and to (a) domestic and foreign copyrights, copyright registrations and copyright applications, whether or not registered or filed with any governmental or other authority, (b) United States and foreign patents, and all pending and abandoned United States and foreign patent applications, including, without limitation, the inventions and improvements described or claimed therein, together with any reissues, divisions, continuations, certificates of re-examination, extensions and continuations-in-part thereof, and (c) domestic and foreign trademarks, trademark registrations, trademark applications, service marks and trade names, whether or not registered or filed with any governmental or other authority; all present and future licenses and license agreements of Seller, and all rights of Seller under or in connection therewith, whether Seller is licensee or licensor thereunder.

"Leases" shall mean the Seller's interest in the equipment leases and real estate leases of personal and real property used in the conduct of the business of its SPS division.

"Order" shall mean an order (or orders) of the Bankruptcy Court, including any appropriate findings of facts or conclusions of law, that (1) approves this Agreement; (2) authorizes Seller to enter into the transactions contemplated hereby; (3) authorizes Seller to sell the Purchased Assets to Purchaser on the Closing Date free and clear of liens; (4) approves the assumption and assignment pursuant to Section 365 of the Bankruptcy Code of Leases and Contracts that are included as Purchased Assets (other than government contracts that must be novated) including, without limitation, the San Diego Lease; (5)

determine that Purchaser is a good faith purchaser and assignee entitled to protection under Section 363(m) of the Bankruptcy Code; (6) provide that Purchaser shall have no obligation to Seller or any other party to cure any pre-Closing default with respect to any Contract, License or Lease including, without limitation, the San Diego Lease; and (7) provide such other and further relief as may be appropriate.

"Permits" shall mean Seller's licenses, permits and other governmental authorizations required to operate the business of Seller's SPS division in the manner presently conducted.

"Permitted Encumbrance" shall mean any Encumbrance identified in Schedule 4.3.

"Proprietary Rights" shall mean Seller's Intellectual Property, trade secrets, designs, plans, specifications, customer lists and other proprietary rights which are used in the conduct of the business of the Seller's SPS division.

"Purchase Price" shall mean payments and assumption of specified liabilities in

"Purchased Assets" shall mean all of Seller's right, title and interest in and to all assets of Seller used in the conduct of the business of Seller's SPS division, including without limitation, the following, but excluding the Excluded Assets:

- A. all Contracts;
- B. all Leases identified in Schedule 1.1B;
- C. all Books and Records;
- D. all Fixtures and Equipment identified in Schedule 1.1D, and such other miscellaneous unscheduled Fixtures and Equipment used by Seller at its offices located at 13112 Evening Creek Drive South, San Diego, California 92128-4199;
- E. all Proprietary Rights;
- F. to the extent transferable, all Permits;
- G. all Accounts Receivable identified in Schedule 4.7, and such additional Accounts Receivable as are billed or generated following the March Balance Sheet, as defined in Section 4.6 of this Agreement but excluding Accounts Receivable that are collected by Seller prior to Closing;
- H. the Simmonds Counterclaims; and
- I. all other items of personal property, including inventory, specified in Schedule 4.8.

"Retainage" shall mean any moneys withheld under a Contract, or Contract line item, subject to successful completion of such Contract or delivery or completion of such Contract line item.

"San Diego Lease" shall mean that certain Lease Agreement, dated as of August 14, 1996, by and between Seller and Scientific-Atlanta, Inc., as amended through and including the date hereof.

"Schedules" shall mean the disclosure schedules and exhibits delivered by Seller to Purchaser at or before execution of this Agreement.

10.10 Expenses. Except as set forth below or as otherwise specified herein, each party hereto shall pay its own legal, accounting, out-of-pocket and other expenses incident to this Agreement and to any action taken by such party in preparation for carrying this Agreement into effect.

10.11 Titles. The titles, captions or headings of the Articles and Sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

10.12 Further Assurances. Each party shall at any time and from time to time hereafter, execute, acknowledge and deliver to the other party any and all instruments or assurances that the other party may reasonably require for the purpose of giving full force and effect to the provisions of this Agreement, and shall otherwise cooperate with the other's reasonable requests made in aid of consummating the transactions herein contemplated.

10.13 Time Is Of The Essence. Time is of the essence under this Agreement.

10.14 No Third Party Beneficiaries. This Agreement is for the benefit of the undersigned parties and is not intended to create rights in, or be enforceable by, any third party.

10.15 Jury Trial. **EACH PARTY HERETO WAIVES THE RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY CLAIM OR CAUSE OF ACTION ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.**

10.16 Public Announcement. The timing, manner and content of all press releases, public announcements and other public communications concerning this Agreement or the transactions contemplated hereby shall be subject to mutual agreement of Purchaser and Seller, except, after consultation with the other party to the extent practicable, as may be required by applicable law or applicable stock exchange requirements.

[SIGNATURE PAGE FOLLOWS]

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

SELLER:

GLOBAL ASSOCIATES, LTD.

By: C. W. Lillap

Title: CEO

PURCHASER:

SMITHS INDUSTRIES AEROSPACE &
DEFENSE SYSTEMS, INC.

By: _____

Title: _____

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

SELLER:

GLOBAL ASSOCIATES, LTD.

By: _____

Title: _____

PURCHASER:

SMITHS INDUSTRIES AEROSPACE &
DEFENSE SYSTEMS, INC.

By: Robert F. J.

Title: PRESIDENT

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Cre. 5/14/98 Orig. Typ. B% Ed. 6/12/98