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(Rev. 6-93)



BT

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

101383237

To the Honorable Commissioner of

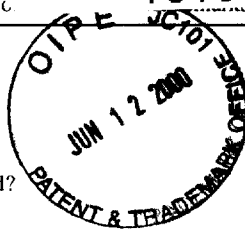
Please record the attached original documents or copy thereof.

1. Name of conveying party(ies)

James A. Turner
Ronald G. Hegg

Additional name(s) of conveying party(ies) attached?

Yes No



2. Name and address of receiving party(ies)

Name: **L-3 Communications Corporation**

Internal Address:

Street Address: **600 Third Avenue**

City: **New York** State: **NY** Zip: **10016**

3. Nature of conveyance:

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

Execution Date: **5/22/00 and 5/25/00**

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

06/14/2000 50FEB01E 0000010 09519957 40.00 DP 02 FEB 581

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) **09/519,957**

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: **Andrew L. Tiajolloff**

Internal Address: **Whitman Breed Abbott & Morgan LLP**

Street Address: **200 Park Avenue**

City: **New York** State: **New York** Zip: **10166**

6. Total number of applications and patents involved **1**

7. Total fee (37 CFR 3.41) **\$40.00**

- Enclosed
- Authorized to be charged to deposit account # **50-0297**

8. Deposit account number: **50-0297**
(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.

Andrew L. Tiajolloff

Name of Person Signing

Andrew L. Tiajolloff
Signature

June 7, 2000

Date

Total number of pages including cover sheet, attachments, and document: **5**

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
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Washington, D.C. 20231

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ASSIGNMENT

WHEREAS, I, as a below named inventor, am a sole inventor (if only one name is listed below) or a joint inventor (if plural names are listed below) of certain new and useful improvements in

VEHICLE SIMULATOR HAVING HEAD-UP DISPLAY

for which I have filed a U.S. patent application on March 7, 2000 which has been assigned Serial Number 09/519,957;

AND WHEREAS L-3 COMMUNICATIONS CORPORATION, a corporation organized and existing under the laws of the State of Delaware (the "ASSIGNEE"), is desirous of acquiring all interest in, to and under the Application and in, to and under any Letters Patent or similar legal protection which may be granted therefor in the United States and in any and all foreign countries;

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I, as a sole or joint inventor as indicated below, by these presents do hereby assign, sell and transfer unto the said ASSIGNEE, its successors, assigns, and legal representatives, the entire right, title and interest in the said invention, said application, including any divisions and continuations thereof, and in and to any and all Letters Patent of the United States, and countries foreign thereto, which may be granted for said invention, and in and to any and all priority rights and/or convention rights under the International Convention for the Protection of Industrial Property, Inter-American Convention Relating to Patents, Designs and Industrial Models, and any other international agreements to which the United States of America adheres, and to any other benefits accruing or to accrue to me with respect to the filing of applications for patents or securing of patents in the United States and countries foreign thereto, and I hereby authorize and request the Commissioner of Patents to issue the said United States Letters Patent to said ASSIGNEE, as the assignee of the whole right, title and interest thereto;

And I further agree to execute all necessary or desirable and lawful future documents, including assignments in favor of ASSIGNEE or its designee, as ASSIGNEE or its successors, assigns and legal representatives may from time-to-time present to me and without further remuneration, in order to perfect title in said invention, modifications, and improvements in said invention, applications and Letters Patent of the United States and countries foreign thereto;

And I further agree to properly execute and deliver and without further remuneration, such necessary or desirable and lawful papers for application for foreign patents, for filing subdivisions of said application for patent, and/or, for obtaining any reissue or reissues of any Letters Patent which may be granted for my aforesaid invention, as the ASSIGNEE thereof shall hereafter require and prepare at its own expense;

And I further agree that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said application, said invention and said Letters Patent and legal equivalents in foreign countries as may be known and accessible to me and will testify as to the same in any interference or litigation related thereto;

And I hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and sale.

This assignment executed on the date indicated below.

5/22/00
Date James A. Turner
James A. Turner

Date Ronald G. Hegg

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WHEREAS, I, as a below named inventor, am a sole inventor (if only one name is listed below) or a joint inventor (if plural names are listed below) of certain new and useful improvements in

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And I further agree to execute all necessary or desirable and lawful future documents, including assignments in favor of ASSIGNEE or its designee, as ASSIGNEE or its successors, assigns and legal representatives may from time-to-time present to me and without further remuneration, in order to perfect title in said invention, modifications, and improvements in said invention, applications and Letters Patent of the United States and countries foreign thereto;

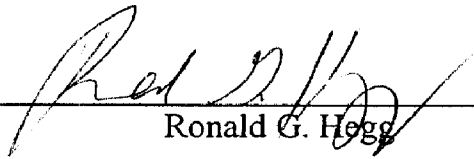
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And I hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and sale.

This assignment executed on the date indicated below.

Date James A. Turner

5/25/00
Date  Ronald G. Hegg