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FORM PTO-1619A
Expires 06/30/99
OMB 0651-0027U.S. Department of Commerce
Patent and Trademark Office
PATENT**RECORDATION FORM COVER SHEET
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- ☒ New
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Conveyance Type

- ☐ Assignment ☐ Security Agreement
- ☐ License ☐ Change of Name
- ☒ Merger ☐ Other

U.S. Government
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Month Day Year
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Mail documents to be recorded with required cover sheet(s) information to:
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Raytheon Fax No. (805) 562-4120

REEL: 011264 FRAME: 0004

FORM PTO-1619B

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U.S. Department of Commerce
Patent and Trademark Office
PATENT**Correspondent Name and Address**Area Code and Telephone Number **8055622108**Name **Raytheon Company**Address (line 1) **Patent Dockets EO/E01/E150**Address (line 2) **2000 East El Segundo Boulevard**Address (line 3) **P. O. Box 902**Address (line 4) **El Segundo, California 90245-0902****Pages**Enter the total number of pages of the attached conveyance document
including any attachments.# **3****Application Number(s) or Patent Number(s)**☐ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

Patent Number(s)

08486022If this document is being filed together with a new Patent Application, enter the date the patent application was
signed by the first named executing inventor.

Month Day Year

Patent Cooperation Treaty (PCT)Enter PCT application number
only if a U.S. Application Number
has not been assigned.

PCT

PCT

PCT

PCT

PCT

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Number of Properties

Enter the total number of properties involved.

1**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41): \$

40

Method of Payment:

Deposit Account

Enclosed ☐Deposit Account ☒

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

500616

Authorization to charge additional fees:

Yes

☒

No

☐**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. Charges to deposit account are authorized, as
indicated herein.*

William C. Schubert, Reg. 30,102

Name of Person Signing

Signature

Date

S81001: sbnewhac

Attachments

Raytheon Fax No. (805) 562-4120

PATENT

REEL: 011264 FRAME: 0005

**UNANIMOUS WRITTEN CONSENT
OF THE BOARD OF DIRECTORS OF
SANTA BARBARA RESEARCH CENTER**

The undersigned, being the Board of Directors of Santa Barbara Research Center and in accordance with the provisions of the Bylaws does hereby adopt by unanimous written consent the following resolutions:

RESOLVED, That the Board of Directors of Santa Barbara Research Center ("SBRC") hereby recommends, approves and adopts the proposed Agreement of Merger of SBRC into Hughes Aircraft Company, a Delaware corporation, substantially in the form presented to this Board and attached hereto as Exhibit A with such changes therein as the Directors of SBRC deem necessary and proper.

RESOLVED FURTHER, That the Agreement of Merger so approved by this Board be submitted for approval by Hughes Aircraft Company, the sole stockholder of all the issued and outstanding capital stock of SBRC.

RESOLVED FURTHER, That the appropriate officers of SBRC be, and each of them hereby is, authorized on behalf of SBRC to take such actions and to execute and deliver such agreements, certificates and other collateral documents in form approved by the Office of the General Counsel of Hughes Electronics Corporation, or its designee, as may be necessary or appropriate to carry out fully the purposes and intent of the foregoing resolution.

DATED AS OF DECEMBER 5, 1996.



G. E. SPEAKE, JR.
DIRECTOR, SBRC

**WRITTEN CONSENT OF
HUGHES AIRCRAFT COMPANY
THE SOLE SHAREHOLDER OF
SANTA BARBARA RESEARCH CENTER**

Hughes Aircraft Company, a Delaware corporation, as the owner and holder of all of the issued and outstanding shares of **SANTA BARBARA RESEARCH CENTER**, a California corporation, by this written consent takes the following actions:

Approval of a Merger:

WHEREAS, There has been presented an Agreement of Merger between Hughes Aircraft Company ("HAC") and Santa Barbara Research Center ("SBRC") dated December 5th, 1996, which has been approved by the Board of the Directors of SBRC and duly executed by the officers of both such corporations, and

WHEREAS, It is deemed in the best interests of this corporation that the terms and conditions of such agreement be approved and performed.

NOW, THEREFORE, BE IT RESOLVED, That the principal terms of the proposed Agreement of Merger between HAC and SBRC, Inc. is approved in the form submitted.

Dated as of December 6th, 1996

Hughes Aircraft Company

By Brooks S. Doyle, Jr.
Assistant Secretary

EXHIBIT A

AGREEMENT OF MERGER

AGREEMENT OF MERGER (the "Agreement"), dated this th5 day of December, 1996, pursuant to Section 252 of the General Corporation Law of Delaware, between Hughes Aircraft Company, a Delaware corporation and Santa Barbara Research Center, a California corporation.

WITNESSETH that:

WHEREAS, all of the constituent corporations desire to merge into a single corporation; and

NOW THEREFORE, the corporations, parties to this Agreement, in consideration of the mutual covenants, agreements and provisions hereinafter contained do hereby prescribe the terms and conditions of said merger and mode of carrying the same into effect as follows:

FIRST: Hughes Aircraft Company hereby merges into itself Santa Barbara Research Center and said Santa Barbara Research Center shall be and hereby is merged into Hughes Aircraft Company which shall be the surviving corporation.

SECOND: The Certificate of Incorporation of Hughes Aircraft Company, as in effect on the date of the merger, shall continue in full force and effect as the Certificate of Incorporation of the corporation surviving this merger.

THIRD: The manner of converting the outstanding shares of the capital stock of the constituent corporations into the shares or other securities of the surviving corporation shall be as follows:

(a) Each share of capital stock of the surviving corporation, which shall be issued and outstanding on the effective date of this Agreement, shall remain issued and outstanding.

(b) Each share of capital stock of the merged corporation which shall be outstanding on the effective date of this merger, and all rights in respect thereof shall

forthwith be surrendered and the same shall be cancelled and of no further claims of any kind or nature.

(c) After the effective date of this merger, each holder of an outstanding certificate representing shares of capital stock of the merged corporation shall surrender the same which shall be cancelled and of no further claims of any kind or nature.

FOURTH: The terms and conditions of the merger are as follows:

(a) The bylaws of the surviving corporation as they shall exist on the effective date of the merger shall be and remain the bylaws of the surviving corporation until the same shall be altered, amended or repealed as therein provided.

(b) The directors and officers of the surviving corporation shall continue in office until the next annual meeting of stockholders and until their successors shall have been elected and qualified.

(c) This merger shall become effective on January 1, 1997.

(d) Upon the merger becoming effective, all property, rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of the merged corporation shall be transferred to, vested in, and devolve upon, the surviving corporation without further act or deed and all property, rights, and every other interest of the surviving corporation and the merged corporation shall be as effectively the property of the surviving corporation as they were of the surviving corporation and the merged corporation respectively. The merged corporation hereby agrees from time to time, as and when requested by the surviving corporation or by its successors or assigns, to execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further or other action as the surviving corporation may deem necessary or desirable in order to vest in and confirm to the surviving corporation title to and possession of any property of the merged corporation acquired or to be acquired by reason of or as a

result of the merger herein provided for and otherwise to carry out the interest and purposes hereof and the proper officers and directors of the merged corporation and the proper officers and directors of the surviving corporation are fully authorized in the name of the merged corporation or otherwise to take any and all such action.

IN WITNESS WHEREOF, the parties to this Agreement, have caused this Agreement to be executed by the Senior Vice President of Hughes Aircraft Company and President of Santa Barbara Research Center as the respective act, deed and agreement of said corporations, on this 5th day of December, 1996.

Hughes Aircraft Company

By: [Signature]
Title: Senior Vice President

Santa Barbara Research Center

By: [Signature]
Title: President