FORM PTO-1595	12-28-20	000		U.S. DEPARTMENT OF COMMERCE
1-31-92 LCOM-0490			HEET	Patent and Trademark Office
To The Honorable Commissioner c thereof.	1015651		ord the a	ttached original documents or copy
1. Name of conveying party(ies): Frank A. Costantini	MRD 12.6.00	2. Name a Name: L3-0		of receiving party(ies):
Additional name(s) of conveying party(ies) attached? () YES (X) NO 3. Nature of Conveyance: () Assignment () Merger () Security Agreement () Change of Name (X) Other: Corrective Assignment to correct State of incorporation to read – Delaware– in Assignment document previously recorded at Reel 011060 Frame 0910		Street Address: 600 Third Avenue, 34 th Floor		
		City: New York State ZIP New York 10016 Additional name(s) & address attached? ()YES (X)NO		
Execution Date(s): 06/15/00				
 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)	Į	B. Patent N	No.(s)	
09/577,699 filed May 23, 2000				
Additional numbers attached? () YES (X) NO				
 Name and address of party to whom correspondence concerning documents should be mailed: Name: Joseph R. Condo Internal Address: WOODCOCK WASHBURN KURTZ MACKIEWICZ & NORRIS LLP One Liberty Place - 46th Floor Philadelphia, Pennsylvania 19103-7301 		 6. Total number of applications and patents involved: 1 7. Total fee (37 CFR 3.41):\$40.00 (X) Enclosed () Authorized to be charged to Deposit Account Number 23-3050 		
Street Address: WOODCOCK WASHBURN KURTZ MACKIEWICZ & NORRIS LLP One Liberty Place - 46th Floor 1650 Market Street Philadelphia, Pennsylvania_19103-7801		8. Please charge any deficiency or credit any overpayment to Deposit Account Number 23-3050		
DO NOT USE THIS SPACE				
9. Statement and signature. No the best of my knowledge and belief, the foregoint information is true and correct and any attached copy is a true copy of the original document. Joseph R. Condo/42,431 Name of Person Signing/Reg. No. Total number of pages including cover sheet, attachments, and document: 5				
Mail documents to be recorded with required cover sheet information to:				
Commissioner of Patents and Trademarks Box Assignments Washington, D.C. 20231 PATENT				

REEL: 011363 FRAME: 0340

(Pending Application; Serial No. Known)

DOCKET NO.: LCOM-0490

ASSIGNMENT

WHEREAS, I Frank A. Costantini, herein after referred to as the assignor, residing at **RD#2**, **Box 104B**, **Swedesboro**, **NJ 08085**, am the inventor of certain inventions or improvements for which I have made application for Letters Patent of the United States, identified as Serial No. 09/577,699, filed **May 23**, 2000, entitled **Multimode Modem with Automatic Negotiation of Operational Mode**; and

WHEREAS, L3-Communications, hereinafter referred to as the assignee, of 600 Third Avenue, 34th Floor, New York, NY 10016, a corporation of New York, is desirous of acquiring the entire right, title and interest in and to the said inventions or improvements and in and to the said application, and in, to and under any and all Letters Patent which may be granted on or as a result thereof in any and all countries:

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) to me in hand paid by said assignee, and other good and valuable consideration, the receipt of which is hereby acknowledged, I, the said assignor, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, to said assignee, the entire right, title and interest in and to said inventions or improvements and said application and any and all continuations, divisions and renewals of and substitutes for said application, and in, to and under any and all Letters Patent which may be granted on or as a result thereof in the United States and any and all other countries, and any re-issue or re-issues or extension or extensions of said Letters Patent, and assign to and authorize said assignee to file in my name applications for Letters Patent in all countries, the same to be held and enjoyed by said assignee, its successors, assigns, nominees or legal representatives, to the full end of the term or terms for which said Letters Patent respectively may be granted, reissued or extended, as fully and entirely as the same would have been held and enjoyed by me had this assignment, sale and transfer not been made.

AND I hereby covenant that I have full right to convey the entire interest herein assigned, and that I have not executed and will not execute any agreement in conflict herewith, and I further covenant and agree that I will each time request is made and without undue delay, execute and deliver all such papers as may be necessary or desirable to perfect the title to said inventions or improvements, said application and said Letters Patent to said assignee, its successors, assigns, nominees or legal representatives, and I agree to communicate to said assignee, or to its nominee all known facts respecting said inventions or improvements, said application and said Letters Patent, to testify in any legal proceedings, to sign all lawful papers, to execute all disclaimers and divisional, continuing, reissue and foreign applications, to make all rightful oaths, and generally to do everything possible to aid said assignee, its successors, assigns, nominees and legal representatives to obtain and enforce for its or their own benefit proper patent protection for said inventions or improvements in any and all countries. AND I hereby authorize and request the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States whose duty it is to issue patents of applications as aforesaid, to issue to said assignee, as assignee of the entire right, title and interest, any and all Letters Patent for said inventions or improvements, including any and all Letters Patent of the United States which may be issued and granted on or as a result of the application aforesaid, in accordance with the terms of this assignment.

IN WITNESS WHEREOF, I have hereunto set my hand and seal.

KACELE=_(L.S.)

State of New Jersey : :ss COUNTY OF <u>Camden</u> :

On this 15^{+} day of 20^{+} , year of 20^{+} , before me personally came the above named <u>Frank A. Costantini</u>, to me personally known and known to me to be the same individual who executed the foregoing assignment, and who acknowledged to me that execution of the same was of that person's own free will for the use and purposes therein set forth.

Notary Public

RENEE C. ETTORE NOTARY PUBLIC OF NEW JERSEY MY COMMISSION EXPIRES AUG. 5, 2001

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State of Delaware

Office of the Secretary of State





Court Brut

Edward J. Freel, Secretary of State

AUTHENTICATION:

DATE: 842

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CERTIFICATE OF INCORPORATION

OF

L-3 COMMUNICATIONS CORPORATION

The undersigned, in order to form a corporation for the purpose hereinafter stated, under and pursuant to the provisions of the Delaware General Corporation Law, hereby certifies that:

FIRST: The name of the Corporation is L-3 Communications Corporation.

SECOND: The registered office and registered agent of the Corporation is The Corporation Trust Company, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801.

THIRD: The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the Delaware General Corporation Law.

FOURTH: The total number of shares of stock that the Corporation is authorized to issue is 100 shares of Common Stock, par value \$.01 each.

FIFTH: The name and address of the incorporator is Janet Lapidus, 425 Lexington Avenue, New York City, New York 10017-3954.

SIXTH: The Board of Directors of the Corporation, acting by majority vote, may alter, amend or repeal the By-Laws of the Corporation.

SEVENTH: Except as otherwise provided by the Delaware General Corporation Law as the same exists or may hereafter be amended, no director of the Corporation shall be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director. Any repeal or modification of this Article SEVENTH by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

IN WITNESS WHEREOF, the undersigned has signed this Certificate of Incorporation on April 8, 1997.

net Lapidus

Incorporator

PATENT REEL: 011363 FRAME: 0344

RECORDED: 12/06/2000

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