

03-28-2001



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3.12.01

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TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

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New

Resubmission (Non-Recordation)  
Document ID#

Correction of PTO Error  
Reel #  Frame #

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Reel #  Frame #

Conveyance Type

Assignment  Security Agreement

License  Change of Name

Merger  Other

**U.S. Government**  
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Mark if additional names of conveying parties attached

Name (line 1)  Execution Date  
Month Day Year

Name (line 2)

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Month Day Year

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City State/Country Zip Code

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

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03/27/2001 GTDN11 00000108 08609074  
01 FC:581 40.00 OP

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Name

Address (line 1)

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**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**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)**

<input type="text" value="08609074"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

If 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 <input type="text"/>	PCT <input type="text"/>	PCT <input type="text"/>
PCT <input type="text"/>	PCT <input type="text"/>	PCT <input type="text"/>

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

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

Method of Payment:  
Deposit Account

Enclosed  Deposit Account

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

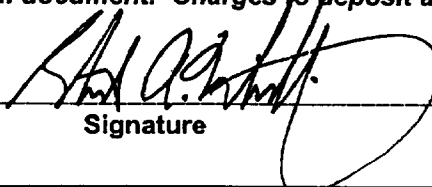
Deposit Account Number: #

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.

STUART A. WHITTINGTON  
Name of Person Signing

  
Signature

3/6/01  
Date

## Schedule 2.01

PATENT APPLICATIONS TO BE ASSIGNED				
DEPT	SEQUENCE #	COUNTRY	FILING DATE	APPLICATION #
A62	16152	CA	21-Feb-97	2219331
A62	16152	EP	21-Feb-97	97907705.4
A62	16152	JP	21-Feb-97	531000/97
A62	16152	US	29-Feb-96	08/609074
A62	16898	US	10-Oct-97	08/948854

PATENT APPLICATIONS TO BE ASSIGNED				
DEPT	SEQUENCE #	COUNTRY	FILING DATE	APPLICATION #
A61	16194	CA	15-Nov-96	2221976
A61	16194	CN	15-Nov-96	96194772.1
A61	16194	EP	15-Nov-96	96946251.4
A61	16194	JP	15-Nov-96	519809/97
A61	16891	US	26-Nov-97	08/978533
A61	16915	EP	28-Sep-98	98118350.2
A61	25564	US	12-Oct-99	09/416477
A61	16694	US	22-12-97	08/995761
A61	16694	GB		
A61	16694	IT		
A61	16694	DE		
A61	16694	FR		
A61	16694	JP	16-Nov-98	525976/98
A61	16694	EP	16-Nov-98	98959602.9
A61	16694	PCT	16-Nov-98	US98/24427

PATENT APPLICATIONS TO BE ASSIGNED				
DEPT	SEQUENCE #	COUNTRY	FILING DATE	APPLICATION #
A65	25158	US	30-Dec-98	09/223,533
A65	25158	EP		
A65	17062	US	08-Apr-99	60/128,655
A65	17062	US	30-Mar-00	09/538804
A65	17062	US	11-08-00	
A65	17062	PCT	07-Apr-00	US00/09517

Patent Applications to be Assigned  
Schedule B

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**INTELLECTUAL PROPERTY ASSIGNMENT AND LICENSE AGREEMENT**

**Regarding the**

**HONEYWELL TCAS BUSINESS**

**by and between**

**HONEYWELL INC.,**

**and**

**L-3 COMMUNICATIONS CORPORATION**

**dated as of April 28, 2000**

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428871-v1 0057547-0057

**PATENT**  
**REEL: 011614 FRAME: 0645**

# INTELLECTUAL PROPERTY ASSIGNMENT AND LICENSE AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AND LICENSE AGREEMENT (this "Agreement") dated as of the 28th day of April 2000, made by and between Honeywell Inc., a Delaware corporation ("Seller"), and L-3 Communications Corporation, a Delaware corporation ("Buyer").

## WITNESSETH:

WHEREAS, Seller currently is engaged and historically has been engaged in the Business, as defined in an Asset Purchase Agreement, dated as of February 10, 2000 (as the same may be amended from time to time, the "Asset Purchase Agreement");

WHEREAS, Seller is a wholly-owned subsidiary of Honeywell International Inc. ("Parent"), having been acquired by Parent through a merger (the "Merger") of Seller with a subsidiary of Parent;

WHEREAS, prior to the Merger, Parent was known as AlliedSignal Inc. (in such capacity, Parent is referred to as "AlliedSignal");

WHEREAS, Seller owns certain technology utilized by Seller in the conduct of the Business;

WHEREAS, Seller and Buyer are parties to the Asset Purchase Agreement under which Seller has agreed to sell or license to Buyer certain assets used in the Business, and more specifically, to assign or license certain intellectual property assets of Seller used in the Business; and

WHEREAS, Seller and Buyer wish to provide for the above-referenced assignments and licenses for such intellectual property assets under the terms and conditions hereinafter set forth;

1.18. CASPER shall mean the experimental airborne alerting system developed by Seller in its current form as of Closing that provides airplane separation assurance during closely spaced parallel approaches.

2. ASSIGNMENT BY SELLER

2.01 General -- Seller hereby assigns, sells, sets over, conveys transfers and delivers (effective as of the Closing) to Buyer, its successors and assigns forever all right, title and interest of Seller in, to and under the Assigned Intellectual Property Assets, subject only to Permitted Liens and pre-existing licenses, non-assertion agreements, and immunities from suit listed in Schedule 2.01.

2.02 Government Authorizations

(a) Seller hereby assigns and agrees to assign to Buyer any and all transferable government certifications of products or installations of products, including STC authorizations granted by the United States Government, for any and all products of the Business, including the authorizations and certifications listed in Schedule 2.02(a).

(b) Seller shall convey, transfer, and deliver to Buyer the XS85X Transponder Data Package on the second anniversary of the Closing, unless prior thereto Seller has obtained for Buyer at Seller's sole expense (i) a TSO certification from the United States Government for the RCZ852 standalone transponder of Buyer, as defined in the XS85X Data Transponder Data Package, and (ii) equivalent worldwide governmental certifications to those held by Seller for the RCZ852 standalone transponder of Buyer. However, in the event that Seller fails to obtain the aforesaid certifications by the second anniversary of the Closing, then as of the second anniversary of the Closing, all TSOs and other equivalent international and foreign certifications of Seller for products defined in the XS85X Transponder Data Package shall be surrendered by Seller and deemed surrendered by Seller, and all rights to modify, amend or seek certification for products defined in the XS85X Transponder Data Package shall be assigned and deemed assigned to Buyer by Seller, unless Seller can show that Seller exerted best efforts to obtain the certifications, in which case the assignment of the rights of the XS85X Transponder Data Package and the surrender of the TSOs and other equivalent international and foreign certifications shall be postponed for a reasonable grace period not to exceed six (6) months, during which period all supply obligations of Seller to Buyer related to the RCZ852 standalone

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed by its duly authorized representatives as of the date first above written.

HONEYWELL INC.

By:  \_\_\_\_\_

Name: Victor Patrick

Title: Deputy General Counsel

L-3 COMMUNICATIONS CORPORATION

By: \_\_\_\_\_

Name: Christopher C. Cambria

Title: Vice President, Secretary & General Counsel

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PATENT  
REEL: 011614 FRAME: 0648

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed by its duly authorized representatives as of the date first above written.

HONEYWELL INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

L-3 COMMUNICATIONS CORPORATION

By:  \_\_\_\_\_

Name: Christopher C. Cambria

Title: Vice President, Secretary & General Counsel

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