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RECORDATION FORM COVER SHEET
PATENTS ONLYU.S. Department of Commerce
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

| | | | |
|--|--|--|--|
| 1. Name of conveying party(ies): Lockheed Martin Corporation Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no | | 2. Name and address of receiving party(ies): Name: BAE SYSTEMS Information and Electronic Systems Integration Inc. Street Address: 300 Robbins Lane City: Syosset State: New York Zip Code: 11797 Country: United States Additional name(s) & address(es) attached? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no | |
| 3. Nature of Conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: November 27, 2000 | | | |
| 4. Application number(s) or patent number(s): A. Patent Application No(s). 09/773,733 | | B. Patent No(s). 6,256,057 B1 | |
| Additional numbers attached? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no | | | |
| 5. Name and address of party to whom correspondence concerning document should be mailed: Name: Sterne, Kessler, Goldstein & Fox P.L.L.C. Internal Address: c/o Albert J. Fasulo, II Attorney Docket No.: 0701.0550002 Street Address: 1100 New York Ave., N.W. Suite 600 City: Washington State: D.C. Zip Code: 20005-3934 | | 6. Total number of applications and patents involved: <u>2</u> 7. Total fee (37 C.F.R. § 3.41)..... \$80.00 <input checked="" type="checkbox"/> Enclosed (Check No. 33370) <input type="checkbox"/> Authorized to be charged to Deposit Account 8. Deposit Account Number: 19-0036 (Attach duplicate copy of this page if paying by deposit account) | |
| DO NOT USE THIS SPACE | | | |
| 9. Statement and signature. <i>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.</i> <div style="display: flex; justify-content: space-between;"> <div> <u>Albert J. Fasulo, II</u> Name of Person Signing Registration No. 43,607 </div> <div> Signature </div> <div> <u>December 3, 2001</u> Date </div> </div> | | | |
| Total number of pages including cover sheet, attachments and document <u>6</u> | | | |
| Mail documents to be recorded with required cover sheet information to: Commissioner of Patents and Trademarks, Box Assignments Washington, D.C. 20231 | | | |

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PATENT
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PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT is made and entered into as of the 27th day of November 2000, between Lockheed Martin Corporation, a Maryland corporation ("Assignor"), and BAE SYSTEMS INFORMATION AND ELECTRONIC SYSTEMS INTEGRATION INC. (formerly known as BAE SYSTEMS Sanders Inc.), a Delaware corporation ("Assignee").

W I T N E S S E T H:

WHEREAS, Assignor is the owner of the entire right, title and interest in and to all of the patents and patent applications set forth on Schedule A annexed hereto and made a part hereof and has the unrestricted right to sell, assign and transfer such patents and patent applications; and


WHEREAS, pursuant to the terms of a Transaction Agreement, dated as of July 13, 2000, by and among Assignor, Assignee and BAE SYSTEMS North America Inc., a Delaware corporation, Assignor has agreed, among other things, to transfer to Assignee said patents and patent applications;

NOW, THEREFORE, in consideration of the sum of ten (\$10.00) dollars and other good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee, its successors and permitted assigns, Assignor's entire right, title and interest in and to the patents and patent applications set forth on Schedule A hereto, including (without limitation) all divisions, reissues, substitutions, continuations and extensions thereof, all priority rights under the International Convention for the Protection of Industrial Property for every member country (and any other international convention or treaty), any and all Letters Patent and reissues and extensions of Letters Patent granted thereon and any and all rights corresponding to any of the foregoing throughout the world and any and all accounts, contract rights, warranties, litigation claims and rights, including the right to sue for and collect upon all claims for profits and damages as a result of past infringement, if any, and other general intangibles of Assignor related to any of the foregoing, in each case whether now existing or hereafter acquired or created, whether owned, leased or licensed beneficially or of record and whether owned, leased or licensed individually, jointly or otherwise, together with the products and proceeds thereof (including license royalties and the proceeds of infringement suits), all payments and other distributions with respect thereto and any divisions, reissues, substitutions, continuations and extensions of any and all of the foregoing (all of the foregoing herein collectively referred to as the "Patents").

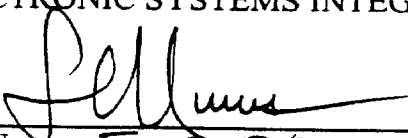
Assignor further agrees that it shall on the date hereof and from time to time thereafter, at the request of Assignee, perform or cause to be performed such acts and execute, acknowledge and deliver at the request of Assignee, such documents as may reasonably be required to evidence or effectuate the sale, conveyance, assignment, transfer and delivery to Assignee of the Patents or for the performance by Assignor of any of its obligations hereunder.

IN WITNESS WHEREOF, Assignor has executed this Patent Assignment as of the date above written.

LOCKHEED MARTIN CORPORATION

By: 
Name: Warren W. Lanning
Title: Director, Business Ventures

BAE SYSTEMS INFORMATION AND
ELECTRONIC SYSTEMS INTEGRATION INC.

By: 
Name: Earl B. Murray
Title: Vice President

DISTRICT OF COLUMBIA ss.:

On the 27th day of November, 2000, before me personally came Warren W. Lanning, to me known (or satisfactorily proven), who being by me duly sworn, did depose and say that he is the Director, Business Ventures of Lockheed Martin Corporation, the corporation described in, and which executed the foregoing instrument, and that he was fully authorized to execute this Patent Assignment on behalf of said corporation.

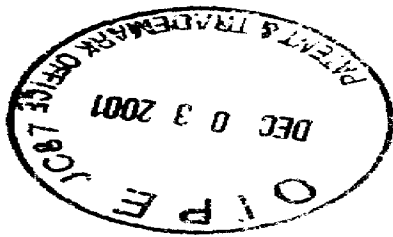
Lisa A. Young
Notary Public
My Commission Expires _____

DISTRICT OF COLUMBIA ss.:

On the 27th day of November, 2000, before me personally came Earl P. Munns, to me known (or satisfactorily proven), who being by me duly sworn, did depose and say that he is the Vice President and Secretary of BAE SYSTEMS Information and Electronic Systems Integration Inc., the corporation described in, and which executed the foregoing instrument, and that he was fully authorized to execute this Patent Assignment on behalf of said corporation.

Lisa A. Young
Notary Public
My Commission Expires _____

SCHEDULE A



A-1

| CaseNumber | Title | Invention.Status | Country | Appl.Status | ApplNumber | FilDate | IssDate | PatNumber |
|------------|--|------------------|---------|-------------|------------|-------------|---------|-----------|
| 98-20 | Electro-Optical Reconnaissance System with Forward Motion Compensation | Filed | US | Pending | 030,089 | 05-Nov-1996 | | |
| | | Filed | EP | Pending | US97/19897 | 05-Nov-1997 | | |
| | | Filed | US | Pending | 080,452 | 19-May-1998 | | |



Wednesday, October 25, 2000

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