

06-05-2002

HEET

U.S. Department of Commerce
Patent and Trademark Office
Attorney Docket No. 7281.481
Attorney Customer Number: 22,852



102111655

ATTN. BOX ASSIGNMENTS

To the Honorable Commission:
Please record the attached orig

1. Name of conveying party(ies):
NORTEL NETWORKS LIMITED

2. Name and address of receiving party(ies):
Name: EADS DEFENCE AND SECURITY NETWORKS
S.A.S.

Additional name(s) of conveying party(ies) attached? Yes No

Address: rue Jean-Pierre Timbaud
B.P. 26
78892 Bois d'Arcy, France

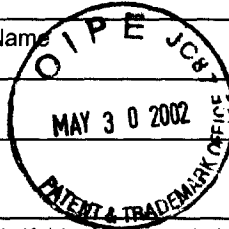
5-30-02

3. Nature of conveyance:

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

City:

State: Zip Code:



Execution Date: November 30, 2001

Additional name(s) & Address(es) attached?

Yes No

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:

A. Patent Application Number:

07/544,146
08/141,191

B. Patent Number:

4,978,086

Additional numbers attached? Yes No

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

Name: Robert F. Rotella

Internal Address: FINNEGAN, HENDERSON, FARABOW, GARRETT & DUNNER, L.L.P.

Street Address: 1300 I Street, N.W.

City: Washington, D.C.

State: Zip: 20005-3315

6. Total number of applications and registrations involved:
Three (3)

7. Total fee (37 CFR 3.41): \$120

- Enclosed (Please charge deficiency to deposit account)
- Authorized to be charged to deposit account

8. Deposit Account No.: 06-0916

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.

06/04/2002 6TOM11 00000075 07544146

01 FC:581

120.00 OP

Robert F. Rotella
Reg. No. 24,014

Signature

May 30, 2002

Date

Total number of pages including cover sheet, attachments and documents: Six

**C L I F F O R D
C H A N C E**

LIMITED LIABILITY PARTNERSHIP

Execution Version

NORTEL NETWORKS LIMITED

AND

EADS DEFENCE AND SECURITY NETWORKS S.A.S.

**COGENT PATENT AND PATENT APPLICATIONS
DEED OF ASSIGNMENT
(UNITED STATES)**

THIS DEED OF ASSIGNMENT is made on *30th November* 2001

BETWEEN:

- (1) **NORTEL NETWORKS LIMITED**, a corporation incorporated under the laws of Canada whose principal office is at 8200 Dixie Road, Suite 100, Brampton, Ontario, L6T 5P6, Canada ("**Nortel Networks**"); and
- (2) **EADS DEFENCE AND SECURITY NETWORKS S.A.S.**, a French société par actions simplifiée whose registered office is at rue Jean-Pierre Timbaud, B.P. 26, 78892 Bois d'Arcy, France ("**EDSN**").

THE PARTIES AGREE as follows:

1. DEFINITIONS

- 1.1 In this Deed, capitalised words and expressions shall (unless otherwise defined herein) have the meaning given thereto in the Intellectual Property Transfer, Licence and Access Agreement, and in addition:

"**Cogent Patent and Patent Applications**" means the United States patent number 4,978,086 and United States patent application numbers 08/141,191 and 07/544,146 short particulars of which are set out in the Schedule to this Deed; and

"**Intellectual Property Transfer, Licence and Access Agreement**" means the intellectual property transfer, licence and access agreement of even date herewith between, inter alios, Nortel Networks and EDSN.

- 1.2 The headings in this Deed are inserted for convenience only and shall not affect the construction of this Deed.
- 1.3 The Schedule to this Deed shall form part of this Deed and shall have the same force and effect as if expressly set out in the body of this Deed; accordingly, any references to this Deed shall include references to the Schedule.
- 1.4 In this Deed, unless the context otherwise requires or as expressly otherwise stated, the singular shall include the plural and vice versa; references to persons shall include individuals, companies, trusts or other undertakings and governmental, supranational and state agencies and regulatory bodies; references to Clauses and Schedules and parts thereof are to the clauses and schedules of and to this Deed or parts thereof, respectively.

2. ASSIGNMENT

Nortel Networks hereby assigns to EDSN the Cogent Patent and Patent Applications (including the right to sue for past infringements or in respect of other acts carried out by a person within the scope of the claims of any published specifications of the Cogent Patent Applications) subject to any existing rights of third parties and existing obligations for Nortel Networks to cross license patents in relation to the Cogent Patent and Patent Applications at the date of this Deed, and subject to the relevant terms and conditions of the Intellectual Property Transfer, Licence and Access Agreement including, but not limited to, the licence to Nortel Networks under the Cogent Patent and

Patent Applications provided for in Article 2.4 thereof but otherwise with full title guarantee.

3. FURTHER ASSURANCE

Nortel Networks shall on written request by EDSN, and at EDSN's expense, do and execute, or arrange or procure the doing and executing of, each act, document and thing reasonably necessary to implement this Deed.

4. ASSISTANCE WITH APPLICATIONS

Nortel Networks shall on written request by EDSN, and at EDSN's expense, give such assistance as EDSN may reasonably request to further the prosecution to grant such of the Cogent Patent and Patent Applications as are patent applications.

5. GOVERNING LAW AND JURISDICTION


- 5.1 This Deed is governed by and shall be construed and take effect in accordance with English law.
- 5.2 The Courts of England shall have non-exclusive jurisdiction to settle any claim, dispute or matter of difference which may arise out of or in connection with this Deed.

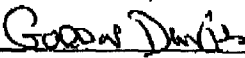
SCHEDULE
THE COGENT PATENT AND PATENT APPLICATIONS

| Case Name and Number | Application No. | Title | Date of Filing | Status | Patent No. | Classification |
|---------------------------------|----------------------------|---|-----------------------|-----------------------|-----------------------|-----------------------|
| ID9538 | 07/382,282 | Deployment of Towed Aircraft Decoys | 20 July 1989 | Granted | 4,978,086 | None |
| Whitehead 2 | 08/141,191 | | 26 October 1993 | In order for grant | | Restricted |
| LR Spicer 41 | 07/544,146 | | 11 June 1990 | In order for grant | | Confidential |

IN WITNESS WHEREOF this Deed has been duly executed


Executed as a Deed by)
NORTEL NETWORKS LIMITED)

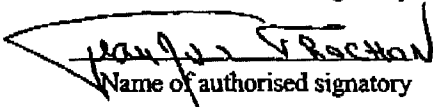


Authorised signatory


Name of authorised signatory

Executed as a Deed by)
EADS DEFENCE AND SECURITY NETWORKS S.A.S.)



Authorised signatory


Name of authorised signatory