

09-03-2002



102208276

Tab settings

To the Honorable Commissioner of Pa

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
**McDonnell Douglas Corporation
The Boeing Company**

8-29-02

2. Name and address of receiving party(ies):

Name: **DRS Sensors & Targeting Systems, Inc.**

Internal Address:

Street Address: **3330 East Miraloma Avenue; Bldg. 222**

City: **Anaheim** State: **CA** ZIP: **92803**

Additional names(s) of conveying party(ies) Yes No

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other

Execution Date: **September 26, 2001**

4. Application number(s) or patent numbers(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

B. Patent No.(s)

5,448,676

Additional numbers attached? Yes No

OFFICE OF RECORDS & COMMUNICATIONS
702 AUG 29 AM 11:27
FINANCE SECTION

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

Name: **Davy E. Zoneraich, Esq., Reg. No. 37,267**

Internal Address:

08/30/2002 LMUELLER 00000225 5448676

01 FC:581

40.00 DP

Street Address: **Norris, McLaughlin and Marcus**

P.O. Box 1018

City: **Somerville** State: **NJ** ZIP: **08876**

6. Total number of applications and patents involved: **1**

7. Total fee (37 CFR 3.41):.....\$ **40.00**

- Enclosed - Any excess or insufficiency should be credited or debited to deposit account
- Authorized to be charged to deposit account

8. Deposit account number:

14-1263

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.

Davy E. Zoneraich

August 23, 2002

Name of Person Signing

Signature

20

Date

Total number of pages including cover sheet, attachments, and document:

12-08-2001
101908411

10-19-01

Tab settings

attached original documents or copy thereof.

1. Name of conveying party(ies):
The Boeing Company

Additional names(s) of conveying party(ies) Yes No

2. Name and address of receiving party(ies):
Name: **DRS Sensors & Targeting Systems, Inc.**
Address: **3330 East Miraloma Avenue; Bldg. 222**

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: **September 26, 2001**

OCT 19 2001

City: **Anaheim** State/Prov.: **CA**
Country: **USA** ZIP: **92803**

Additional name(s) & address(es) Yes No

4. Application number(s) or patent numbers(s):
If this document is being filed together with a new application, the execution date of the application is: _____

Patent Application No.	Filing date	B. Patent No.(s)		
<u>09/326,937</u>	06/07/1999	4,060,314	4,568,957	4,755,731
09/518,344	03/03/2000	4,323,901	4,568,960	4,900,367
09/637,383	08/11/2000	4,452,646	4,586,068	4,948,108
09/713,043	11/15/2000	4,552,740	4,586,074	4,956,555

Additional numbers Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: **Davy E. Zoneraich, Esq.**
Registration No. **37,267**
Address: **P.O. BOX 1018**
721 Route 202/206

City: **Somerville** State/Prov.: **NJ**
Country: **USA** ZIP: **08876-1018**

6. Total number of applications and patents involved: **33**

7. Total fee (37 CFR 3.41):.....\$ **1,320.00**
 Enclosed - Any excess or insufficiency should be credited or debited to deposit account
 Authorized to be charged to deposit account

8. Deposit account number:
14-1263
(Attach duplicate copy of this page if paying by deposit account)

12/05/2001 DRYNE 00000127 09326937

DO NOT USE THIS SPACE

9. Statement and signature. **1320.00 OP**
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.
Davy E. Zoneraich
Name of Person Signing

Davy Zoneraich
Signature
October 19, 2001
Date

Total number of pages including cover sheet, attachments, and

15

Recordation Form Cover Sheet (Continuation)
PATENTS ONLY

Docket No.: 20776-22

Conveying Party: The Boeing Company

Receiving Party: DRS Sensors & Targeting Systems, Inc.

4. Application number(s) or patent number(s) (continued):

A.	Patent Application No.:	Filing Date:
	09/836,785	04/17/2001
	PCT/US00/13431	05/16/1998

B. Patent No.(s)

4,962,304

4,962,309

5,143,334

5,157,258

5,198,671

5,319,521

5,448,676

5,585,624

5,600,140

5,610,389

5,627,112

5,714,760

6,122,102

6,236,508

6,252,229

ASSIGNMENT OF PATENTS AND OTHER INTELLECTUAL PROPERTY

This Assignment of Patents and other Intellectual Property, effective as of September 28, 2001, ("Agreement") by and among The Boeing Company, a Delaware corporation ("Boeing"), having a place of business at 2201 Seal Beach Blvd, Seal Beach, CA 90740-1515 and the subsidiaries listed on the signature page of this Agreement (together with Boeing, the "Assignor") and DRS Sensors & Targeting Systems, Inc., a Delaware corporation having a place of business at 3330 East Miraloma Avenue, Bldg. 222, Anaheim, CA 92803 ("Assignee").

WHEREAS, Assignor is the owner of the patents, patent applications, marks and other intellectual property set forth on Exhibit A hereto and the inventions disclosed and claimed therein ("Intellectual Property");

WHEREAS, pursuant to the Intellectual Property Agreement, dated as of August 3, 2001, between DRS Technologies, Inc., a Delaware corporation ("DRS") and Boeing ("IP Agreement"), Assignor is obligated to transfer the Intellectual Property to DRS;

WHEREAS, Assignee is a wholly owned subsidiary of DRS Sensor Systems, Inc., a Delaware corporation, which is a wholly owned subsidiary of DRS; and

WHEREAS, DRS has requested that Assignor assign the Intellectual Property to Assignee and Assignor has agreed to such request.

NOW, THEREFORE, effective as of the date hereof, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign unto Assignee, its successors and assigns all of its right, title, and interest in and to the following Intellectual Property set forth on Exhibit A, hereto, in accordance with the terms of the IP Agreement:

(i) the patents and patents applications and all national applications which may result from any regional applications, including but not limited to any Patent Cooperation Treaty Applications or European Patent Applications, including all country designations thereof, and all reissues divisions, reexaminations, continuations, continuations-in-part, or extensions of the foregoing;

(ii) trademarks, trademark registrations, and trademark applications, trade names, Internet domain names, service marks and service mark

registrations and applications, and the goodwill symbolized thereby and associated therewith;

(iii) copyrights and copyright registrations and copyright applications;

(iv) computer programs and other computer software (including implementations of algorithms, models and methodologies, in source code and object code, databases and compilations, all work product and documentation;

(v) technology, know-how, trade secrets, proprietary processes, methods, algorithms, and formulae;

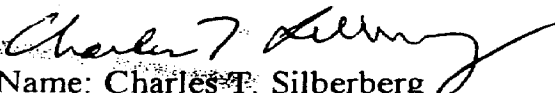
(vi) all causes of actions, claims and demands or other rights for, or arising from, any infringement, including the right to sue and recover for any past, present or future infringement of the foregoing Intellectual Property and related claims, including the right to sue for injunctive relief and to collect damages arising out of or in connection with any past, present or future infringements; and

(vii) all rights corresponding thereto throughout the world.

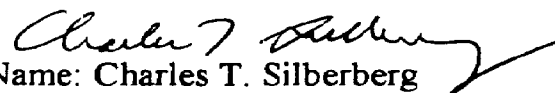
From time to time after the date hereof, at the request of the other party hereto (which for such purposes, shall include any successor to such party or to substantially all its assets), and at the expense of the party so requesting (except as may otherwise be provided in Schedule 4.2 to the IP Agreement), each of the parties hereto shall execute and deliver to such requesting party such documents and take such other action as such requesting party may reasonably request in order to consummate more effectively the transactions contemplated hereby.

IN WITNESS WHEREOF, the undersigned has caused this
Assignment to be duly executed by its authorized officer as of September 26, 2001.

THE BOEING COMPANY


By: 
Name: Charles T. Silberberg
Title: Assistant Secretary

MCDONNELL DOUGLAS CORPORATION.

By: 
Name: Charles T. Silberberg
Title: Assistant Secretary

Accepted and Acknowledged:

DRS TECHNOLOGIES, INC.

By: 
Name: Nina Laserson Dunn
Title: Executive Vice President,
General Counsel & Secretary

Acknowledgment

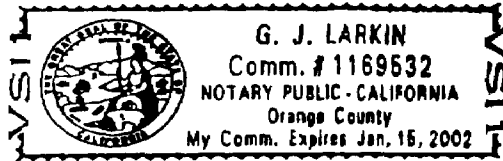
State of California)
)SS
County of Orange)

On September 26, 2001 before me, G. J. Larkin, personally appeared Charles T. Silberberg, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacities, and that by his signatures on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.



Notary's Signature



Seal

EXHIBIT A

[see attached schedules]

SCHEDULE A
ASSIGNED INTELLECTUAL PROPERTY

1. Patents & Invention Disclosures
 - As listed in the Annex to Schedule A Assigned Intellectual Property-Patents, Patent Applications and Disclosures

2. Trade Secrets
 - Trade Secrets relating to infrared focal plane array products used or held for use for the Business as of the Closing Date, except for the Trade Secrets that pertain to infrared product production reflected on Schedule B
 - Trade Secrets relating to infrared systems used or held for use for the Business as of the Closing Date, except for the Trade Secrets that pertain to infrared system production reflected on Schedule B.

3. Software
 - Software deliverable in connection with products or systems of the Business in use or held for use as of the Closing Date to the extent such Software is owned by the Seller or the Seller's affiliates.

4. Business Marks
 - None

Annex to SCHEDULE A
 ASSIGNED INTELLECTUAL PROPERTY - PATENTS, Patent Applications and DISCLOSURES

Patent No.	Inventor	Applicant	IPC Class	Priority Date	Filed Date	Pub No.	Pub Date	Status	Notes
94E039	Asatourian, R.K.			3/23/1995	409229			Filed	
94E039 EPO	Asatourian, R.K.			9/13/1996	96114741			Filed	5610389
94SC055	Gergis, I.S.			11/13/1995	555868	0	n/a	Filed	EPO Application Pending
94SC055 AU	Gergis, I.S.			11/11/1996	7056596			Filed	5627112
94SC055 CA	Gergis, I.S.			11/12/1996	2190077			Filed	715673
94SC055 EPO	Gergis, I.S.			10/16/1996	96115692			Filed	Canadian Appl Pending
94SC055 JP	Gergis, I.S.			11/12/1996	300344/1996			Filed	EPO Appl Pending
95E005	Asatourian, R.K.			1/27/1995	481000	0	n/a	Filed	Japanese Appl Pending
95E005 CIP	Asatourian, R.K.			6/24/1996	666076			Filed	5600140
95E005 EPO	Asatourian, R.K.			9/16/1996	96114825			Filed	5714760
95E005 CIP/EPO	Asatourian, R.K.			6/24/1997	97110303			Filed	EPO Appl Pending
95E035	D'Souza, A.I.			4/17/1995		0	n/a	Closed	EPO CIP Appl Pending

Annex to SCHEDULE A
 ASSIGNED INTELLECTUAL PROPERTY - PATENTS, Patent Applications and DISCLOSURES

Case No.	Inventor(s)	Date of Filing	Date of Issuance	Patent No.	Class	Status	Amount	Comments
95E130	Gubala, M.B., et al.					Closed		Case Number changed: 95E132 does not exist - should be 95E130
95SC082	DeWames, R.E.	10/3/1995			0	Closed	n/a	
96E064	Costa, R.D.	7/8/1996			0	Closed	n/a	
96SC010	Sullivan, G.J.	2/2/1996			0	Closed	n/a	
97BN004	Gergis, J.S.	5/13/1997			0	Closed	n/a	
97BN014	Kobrin, P.	10/6/1997			0	Open	n/a	
97E008	Stapelbroek, Maryn G.	3/3/1999	262,143			Filed	5/22/2001 6,236,508	1/12/01
97E008 WO	Stapelbroek, Maryn G.	3/3/2000	PCT/US00/05632					PCT Appl Pending
98-235	Han, Chien-Jin	5/21/1998	09326,937			Filed		

Annex to SCHEDULE A
 ASSIGNED INTELLECTUAL PROPERTY - PATENTS, Patent Applications and DISCLOSURES

Patent No.	Inventor	Date	Status	App. No.	App. Date	App. Status	App. No.	App. Date	App. Status
99-261	Brood, Ronald L.	8/23/1999	Closed						
00-122	Ionescu, Adrian C.	4/1/2000	Authorized						
93E006	Chlaverini, D. J., et al.		Closed						
99-235 WO	Chien-Jin Han E.T. Fitzgibbons.	5/2/98					PCT/US00/13431	5/16/98	
99-495 US	Ronald L. Brood	12/23/99						11/15/00	09/713,043

SCHEDULE B
EXCLUSIVE INTELLECTUAL PROPERTY

1. Patents & Invention Disclosures
 - As listed in the Annex to Schedule B Exclusive Intellectual Property – Patents, Patent Applications and Disclosures
2. Trade Secrets
 - Trade Secrets relating to production of infrared products and infrared systems.
 - Trade Secrets embodied in the deliverable Software set forth on Schedule A.
3. Software
 - None
4. Business Marks
 - None

Annex to SCHEDULE B
 EXCLUSIVE INTELLECTUAL PROPERTY - PATENTS, Patent Applications and DISCLOSURES

Patent No.	Title	Inventor	Date	Status	Filed	Granted	Amount	Notes
R-7231	METHOD OF MAKING PLANAR III-V COMPOUND DEVICE BY ION IMPLANTATION		2/7/1983	Filed	6/5/1984		4,452,646	
R-7344	GaAs COMPLEMENTARY ENHANCEMENT MODE JUNCTION FIELD EFFECT TRANSISTOR STRUCTURES AND		1/16/1984	Filed	2/4/1986		4,568,957	
R-7465	OPTICAL SCANNING TRANSDUCER		1/15/1987	Filed	7/5/1988		4,755,731	
R-7740	CIRCUIT BOARD SUPPORT DEVICE		5/23/1988	Filed	#####		4,948,108	
R-7811	AN ELECTRO-OPTICAL CONTACT ASSEMBLY		6/21/1993	Filed	9/5/1995		5,448,676	
R-8866	SIGHTING APPARATUS FOR AIMING AN OPTICAL DEVICE	Gehris, James D., et al.	2/20/1996	Filed	#####		6,122,102	5/10/2000
75R007	Two axes remote mirror mount	Heinz, T. A.	6/28/1976	Filed	#####		4,060,314	
86R052	Magnetic optics adaptive technique	Laeger, H	8/21/1989	Filed	#####		4,962,309	
92E068	Cryogenic Infrared Scenary Simulation Device	Adachi, I. P.	8/5/1992	Closed				
92E097	Novel Method of Discriminating Infrared Color Band in Targets in Gamma Field Using Faceted Filters	Sheeks, Oliver P.	10/30/1992	Closed				
98-316	Temperature Compensated Response and Offset Correction (TECOMP)	Howard, Philip E.	7/15/1998	Filed		09/5/18,344		
98-316 EPO	Temperature Compensated Response and Offset Correction (TECOMP)	Howard, Philip E.		Filed		2/16/2001 01200553.4		EPO Appl Pending
98-316 JP	Temperature Compensated Response and Offset Correction (TECOMP)	Howard, Philip E.		Filed		3/2/2001 058540/2001		Japanese Appl Pending
99-238	Solid Cryogenic Optical Filter	Dadson, Carl F.	5/3/1999	Filed		09/6/37,383		

Recordation Form Cover Sheet (Continuation)
PATENTS ONLY

Docket No.: 20776-22

Conveying Party: The Boeing Company

Receiving Party: DRS Sensors & Targeting Systems, Inc.

4. Application number(s) or patent number(s) (continued):

A.	Patent Application No.:	Filing Date:
	09/836,785	04/17/2001
	PCT/US00/13431	05/16/1998

B. Patent No.(s)

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6,252,229