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To the Honorable Commissioner of Patents and Trademarks, please return the attached original documents or copy thereof.

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

8-29-02

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

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 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)

4,755,731

Additional numbers attached?  Yes  No

OFFICE OF PATENT RECORDS  
2002 AUG 29 AM 11:28  
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: \_\_\_\_\_

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)

40.00 00

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:

08/30/2002 L MUELLER 06000223 4755731 01 FC 581

12-06-2001



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10-19-01

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attached original documents or copy thereof.

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

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

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

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

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

OCT 19 2001

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other \_\_\_\_\_

City: **Anaheim** State/Prov.: **CA**

Country: **USA** ZIP: **92803**

Execution Date: **September 26, 2001**

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)

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**

**October 19, 2001**

Name of Person Signing

Signature

**15**

Date

Total number of pages including cover sheet, attachments, and

**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):

<b>A.</b>	<b>Patent Application No.:</b>	<b>Filing Date:</b>
	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;

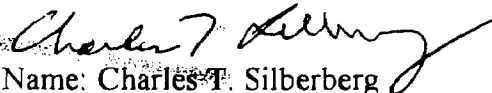
(vi) all causes of actions, claims and demands or other rights for, or arising from, any infringement, including the right to sue and recover for any past, present or future infringement of the foregoing Intellectual Property and related claims, including the right to sue for injunctive relief and to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

(vii) all rights corresponding thereto throughout the world.

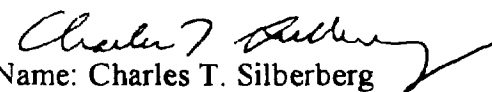
From time to time after the date hereof, at the request of the other party hereto (which for such purposes, shall include any successor to such party or to substantially all its assets), and at the expense of the party so requesting (except as may otherwise be provided in Schedule 4.2 to the IP Agreement), 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

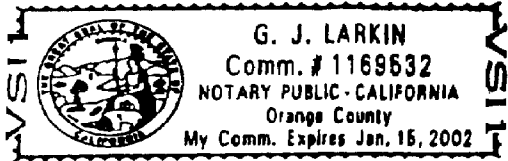
**Acknowledgment**

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	Title	Filed	Pub. No.	Pub. Date	Pub. Status	Pub. No.	Pub. Date	Pub. Status	Pub. No.	Pub. Date	Pub. Status
79SC069	Ho, Willie W.	Monolithic Voltage Controlled, Phased Array	2/19/1980	122,331	0	n/a	Filed	4/6/1982	4,323,901	Patent Expired 4/06/99		
80SC047	Stapelbroek, Maryn G.	Blocked Impurity Band Detectors	10/23/1980	199,881	0	n/a	Filed	2/4/1986	4,568,960			
81SC081	Stapelbroek, Maryn G.	Impurity Band Conduction Semiconductor Devices	9/15/1983	06532,332	0	n/a	Filed	4/29/1986	4,586,074			
81SC081	Stapelbroek, Maryn G.	Impurity Band Conduction Semiconductor Devices	9/13/1984	463,121	0	n/a	Filed	10/18/1988	1,243,388			
83SC022	Kleinmans, W. A.	Solid-State Photomultiplier	10/7/1983	539,878	0	n/a	Filed	4/29/1986	4,586,068			
84SC012	Morgan, P ED	PROCESS FOR PRODUCING AMORPHOUS AND CRYSTALLINE SILICON NITRIDE	2/22/1985	704,979	0	*	Filed	11/12/1985	4,552,740	Patent Abandoned		
85SC044	Gergis, J S.	Method for Making a Reticulated Temperature Sensitive Imaging Device	11/2/1988	266,174	-1	*unknown	Filed	2/13/1990	4,900,367			
86E048	Fang, P. Y., Marshall, A. H.	Non-Destructive Testing of MCT Detector Array					Closed					
87SC005	Woodberry, F. J.	Multicolor Focal Plane Arrays	6/30/1989	374,412	0	n/a	Filed	9/11/1990	4,956,555			
86SC013	Stapelbroek, Maryn G.	Intrinsic Impurity Band Conduction Detectors	12/23/1988	289,133	0	n/a	Filed	10/9/1990	4,962,304			
87SC028	Gluck, N. S.	Multicolor Infrared Focal Plane Arrays	8/21/1989	396,154	0	n/a	Filed	10/20/1992	5,157,258			
90E033	Gable, A. L., et. al.	Apparatus for Large Area Infrared Focal Plane	6/17/1991	716476			Filed	3/30/1993	5198671		33870	



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

Patent No.	IPC Class.	Inventor	Applicant	Priority Date	Filed Date	Pub. No.	Pub. Date	Pub. Status	App. No.	App. Date	App. Status
94E039		Asatourian, R. K.		3/23/1995	409229						
94E039 EPO		Asatourian, R. K.		9/13/1996	96114741						
94SC055		Gergis, I. S.		11/13/1995	555668	0	n/a			5/6/1997	EPO Application Pending
94SC055 AU		Gergis, I. S.		11/11/1996	7056596					5/25/2000	715673
94SC055 CA		Gergis, I. S.		11/12/1996	2190077						
94SC055 EPO		Gergis, I. S.		10/16/1996	96115692						Canadian Appl Pending
94SC055 JP		Gergis, I. S.		11/12/1996	300344/1996						EPO Appl Pending
95E005		Asatourian, R. K.		1/27/1995	481000	0	n/a			2/4/1997	5600140
95E005 CIP		Asatourian, R. K.		6/24/1996	666076					2/3/1998	5714760
95E005 EPO		Asatourian, R. K.		9/16/1996	96114825						EPO Appl Pending
95E005 CIP/EPO		Asatourian, R. K.		6/24/1997	97110303						EPO CIP Appl Pending
95E035		D'Souza, A. I.		4/17/1995		0	n/a				Closed

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

Case No.	Inventor(s)	Priority Date	Applicant	Attorney	Current Status	Estimated Value	Actual Value	Case No. Changed
95E130	Gubata, M B., et al.				Closed			Case Number changed: 95E132 does not exist - should be 95E130
95SC082	DeWames, R.E.	10/3/1995			Closed	0	n/a	
96E064	Costa, R.D.	7/8/1996			Closed	0	n/a	
96SC010	Sullivan, G.J.	2/2/1996			Closed	0	n/a	
97BN004	Gergis, J.S.	5/13/1997			Closed	0	n/a	
97BN014	Kobrin, P.	10/6/1997			Open	0	n/a	
97E008	Slapelbroek, Maryn G.	3/3/1999	262,143		Filed	5/22/2001	6,236,508	1/12/01
97E008 WO	Slapelbroek, Maryn G.	3/3/2000	PCT/US00/05632					PCT Appl Pending
98-235	Han, Chien-Jin	5/21/1998	09/326,937		Filed			

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

Patent No.	Inventor(s)	Date of Filing	Date of Grant	Patent Status	Classification	Priority	Other
99-261	Brood, Ronald L.	8/23/1999		Closed			
00-122	Ionescu, Adrian C.	4/4/2000		Authorized			
93E006	Chiaverini, D. J., et al.			Closed			
98-235 WO	Chien-Jin Han E.T. Fitzgibbons.	5/21/98			PCT/US00/13431	5/16/98	
99-495 US	Ronald L. Brood	12/23/99			09/713,043	11/15/00	

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.	Inventor	Date	Status	Serial No.	Class	Pub. No.	Pub. Date	Pub. No.	Pub. Date	Pub. No.	Pub. Date
R-7231	METHOD OF MAKING PLANAR III-V COMPOUND DEVICE BY ION IMPLANTATION	27/1/1983	Filed	6/5/1984		4,452,646					
R-7344	GaAs COMPLEMENTARY ENHANCEMENT MODE JUNCTION FIELD EFFECT TRANSISTOR STRUCTURES AND OPTICAL SCANNING TRANSDUCER	1/16/1984	Filed	2/4/1986		4,568,957					
R-7465	CIRCUIT BOARD SUPPORT DEVICE	1/15/1987	Filed	7/5/1988		4,755,731					
R-7811	AN ELECTRO-OPTICAL CONTACT ASSEMBLY	5/23/1988	Filed	#####		4,948,108					
R-8866	SIGHTING APPARATUS FOR AIMING AN OPTICAL DEVICE	6/21/1983	Filed	9/5/1995		5,448,676					
75R007	Two axes remote mirror mount	2/20/1998	Filed	#####		6,122,102				5/10/2000	
86R052	Magnetic optics adaptive technique	6/28/1976	Filed	#####		4,060,314					
92E068	Cryogenic Infrared Scenery Simulation Device	8/21/1989	Filed	#####		4,962,309					
92E097	Novel Method of Discriminating Infrared Color Band in Targets in Gamma Field Using Faceted Filters	8/5/1992	Closed								
98-316	Temperature Compensated Response and Offset Correction (TECOMP)	10/30/1992	Closed								
98-316 EPO	Temperature Compensated Response and Offset Correction (TECOMP)	7/15/1998	Filed	09/5/18,344							
98-316 JIP	Temperature Compensated Response and Offset Correction (TECOMP)	2/16/2001	Filed	10/58540/2001							EPO Appl Pending
99-238	Solid Cryogenic Optical Filter	8/11/2000	Filed	09/637,383							Japanese Appl Pending