

09-26-2002

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FINANCE SECTION

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

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- Resubmission (Non-Recordation)  
Document ID#
- Correction of PTO Error  
Reel #  Frame#
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**CONVEYANCE TYPE**

- Assignment
  - License
  - Merger
  - Security Agreement
  - Change of Name
  - Other
- U.S. Government**  
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- Departmental File
  - Secret File

**Conveying Party(ies)**

Mark if additional names of conveying parties attached

Name (line 1)

Name (line 2)

Second Party Name (line 1)

Name (line 2)

Execution Date  
Month Day Year

Execution Date  
Month Day Year

**Receiving Party**

Mark if additional names of receiving party attached

Name (line 1)

Name (line 2)

Address (line 1)

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if a document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment)

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

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09/23/2002 LHMJELLER 00000183 190130 06149084  
01 Fee:581 40.00 CH

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MAIL documents to be recorded with required cover sheet(s) information to:  
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Name  D-3701

Address (line 1)

Address (line 2)

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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="06/149084"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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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.

**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: 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.

Daniel J. Long  
Name of Person Signing

*Daniel J. Long*  
Signature

9-12-02  
Date

## 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

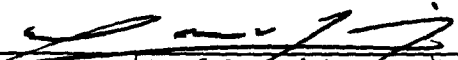
WHEREAS, pursuant to the terms of a Transaction Agreement, dated as of July 13, 2000, by and among Assignor, Assignee and BAE SYSTEMS North America Inc., a Delaware corporation, Assignor has agreed, among other things, to transfer to Assignee said patents and patent applications;

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").

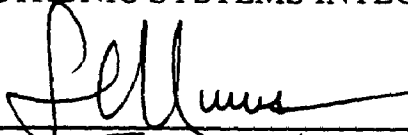
Assignor further agrees that it shall on the date hereof and from time to time thereafter, at the request of Assignee, perform or cause to be performed such acts and execute, acknowledge and deliver at the request of Assignee, such documents as may reasonably be required to evidence or effectuate the 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 27<sup>th</sup> 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 27<sup>th</sup> day of November, 2000, before me personally came Frank 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 \_\_\_\_\_

**BILL OF SALE, ASSIGNMENT  
AND ASSUMPTION AGREEMENT**

This Bill of Sale, Assignment and Assumption Agreement (this "Agreement") is made as of the 27th day of November 2000, by and among Lockheed Martin Corporation, a Maryland corporation ("LMC"), BAE SYSTEMS Information and Electronic Systems Integration Inc. (formerly known as BAE SYSTEMS Sanders Inc.), a Delaware corporation ("Transferee"), BAE SYSTEMS, plc, an English corporation ("BAE/UK"), and the Affiliated Transferors executing this Agreement (LMC and each such Affiliated Transferor being a "Transferor," and collectively, the "Transferors").

**W I T N E S S E T H:**

WHEREAS, LMC and Transferee have entered into a Transaction Agreement dated as of July 13, 2000 (as amended, the "Transaction Agreement"), pursuant to which LMC has agreed to transfer or to cause the Affiliated Transferors to transfer certain of the assets held, owned by or used by LMC and the Affiliated Transferors to conduct the AES Business, and to assign certain liabilities associated with the AES Business, to Transferee or Buyer Companies designated by Transferee, and Transferee has agreed to receive or to cause such designated Buyer Companies to receive such assets and assume such liabilities; and

WHEREAS, Transferors, Transferee and BAE/UK desire to enter into this Agreement to effect certain transactions referred to in and contemplated by the Transaction Agreement;

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**ARTICLE I**

**DEFINITIONS**

Section 1.01. Definitions. Capitalized terms used in this Agreement but not defined herein shall have the meanings given to them in the Transaction Agreement.

**ARTICLE II**

**TRANSFERRED ASSETS**

Section 2.01. Transfer of Assets. Effective at 12:01 a.m., Washington, D.C. time, on the date hereof, upon the terms and subject to the conditions set forth in this Agreement and the Transaction Agreement, Transferors sell, transfer, convey, assign and deliver to Transferee (in the case of Transferred Assets owned by United States corporations, as such Transferred Assets

are referred to herein, "U.S. Transferred Assets") and BAE/UK (in the case of Transferred Assets owned by Lockheed Martin U.K. Integrated Systems Ltd. ("LMC/UK), as such Transferred Assets are referred to herein, "LMC/UK Transferred Assets"), and Transferee and BAE/UK receive, acquire and accept from Transferors, all of Transferors' right, title and interest in and to the U.S. Transferred Assets and LMC/UK Transferred Assets, respectively. Effective at 12:01 a.m., Washington, D.C. time, on the date hereof, upon the terms and subject to the conditions set forth in this Agreement and the Transaction Agreement, Transferee and BAE/UK accept all risk of loss with respect to the U.S. Transferred Assets and LMC/UK Transferred Assets, respectively.

Section 2.02. Assignment of Contracts and Rights. Notwithstanding the provisions of Section 2.01 of this Agreement, the transactions contemplated by this Agreement are subject to and limited by the provisions of Section 2.05 of the Transaction Agreement.

### ARTICLE III

#### ASSUMED LIABILITIES

Section 3.01. Assumption of Liabilities. Effective at 12:01 a.m., Washington, D.C. time, on the date hereof, upon the terms and subject to the conditions of this Agreement and the Transaction Agreement, Transferee (in the case of Assumed Liabilities of United States corporations, as such Assumed Liabilities are referred to herein, "U.S. Assumed Liabilities") and BAE/UK (in the case of Assumed Liabilities of LMC/UK, as such Assumed Liabilities are referred to herein, "LMC/UK Assumed Liabilities") assume and agree to pay, discharge and satisfy the U.S. Assumed Liabilities and LMC/UK Assumed Liabilities, respectively. Transferee's and BAE/UK's assumption of the Assumed Liabilities hereunder shall not prejudice any of Transferee's or BAE/UK's rights under Article XI of the Transaction Agreement.

### ARTICLE IV

#### EXCLUDED LIABILITIES

Section 4.01. Satisfaction of Excluded Liabilities. Upon the terms and subject to the conditions of this Agreement and the Transaction Agreement, Transferors agree to pay, discharge and satisfy the Excluded Liabilities.

### ARTICLE V

#### SURVIVAL; INDEMNIFICATION

Section 5.01. Survival; Indemnification. Upon the terms and subject to the conditions of this Agreement and the Transaction Agreement, Transferors, Transferee and BAE/UK (with respect to LMC/UK Assumed Liabilities only) agree as to matters of survival and indemnification as set forth in Article XI of the Transaction Agreement.

## ARTICLE VI

### MISCELLANEOUS

Section 6.01. Construction. As used in this Agreement, the plural shall include the singular and the singular shall include the plural. With regard to each and every term and condition of this Agreement, the parties hereto understand and agree that the same have or has been mutually negotiated, prepared and drafted, and that if at any time the parties desire or are required to interpret or construe any such term or condition or any agreement or instrument subject hereto, no consideration shall be given to the issue of which party actually prepared, drafted or requested any term or condition of this Agreement.

Section 6.02. Counterparts; Effectiveness. This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each party has received a counterpart hereof signed by the other party hereto.

Section 6.03. Captions. The captions used in this Agreement are included for convenience of reference only and shall be ignored in the construction or interpretation hereof.


Section 6.04. Severability. Any provision of this Agreement that is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement. To the extent any provision of this Agreement is determined to be prohibited or unenforceable, Transferors, Transferee and BAE/UK agree to use reasonable commercial efforts to substitute one or more valid, legal and enforceable provisions that, insofar as practicable implement the purposes and intent of the prohibited or unenforceable provision.

Section 6.05. Governing Law. This Agreement shall be construed and interpreted in accordance with and governed by the laws of the State of Delaware (without regard to the choice of law provisions thereof). The provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply.

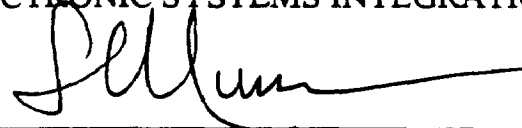


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

LOCKHEED MARTIN CORPORATION

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


BAE SYSTEMS INFORMATION AND ELECTRONIC SYSTEMS INTEGRATION INC.

By:  (SEAL)  
Name: Earle D. Munns  
Title: Vice President

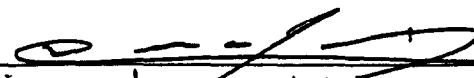
LOCKHEED MARTIN OVERSEAS CORPORATION

By:  (SEAL)  
Name: Warren W. Lanning  
Title: Authorized Representative

LOCKHEED MARTIN INTERNATIONAL, INC.

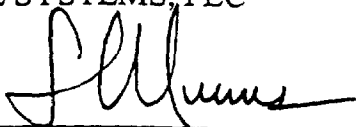
By:  (SEAL)  
Name: Warren W. Lanning  
Title: Authorized Representative

LOCKHEED MARTIN U.K. INTEGRATED SYSTEMS LTD.

By:  (SEAL)  
Name: Warren W. Lanning  
Title: Authorized Representative

Only as to any LMC/UK Transferred Assets or  
LMC/UK Assumed Liabilities:

BAE SYSTEMS, PLC

By:  (SEAL)

Name: Earle D. Munns

Title: Authorized Representative

CaseNumber	Title	Invention.Status	Country	Appl.Status	File Date	ApplNumber	Issue Date	PatNumber
SN-03695	HIGH EFFICIENCY STORAGE LASER							
SN-03696	Eye-Safe Laser Cloud Height Rangefinder	Granted	US	Lapsed	16-Mar-1981	244,375	25-Oct-1983	4,412,332
SN-03697	Single Stage Hydraulic Valve	Granted	US	Granted	08-Sep-1980	184,850	26-Oct-1982	4,355,893
SN-03700	Force Motor	Granted	US	Expired	11-Feb-1980	120,039	20-Apr-1982	4,325,412
SN-03701	Improved Communications Jamming Receiver	Granted	US	Expired	30-Apr-1980	145,152	19-Oct-1982	4,354,662
SN-03705	BRAYTON ENGINE BURNER	Filed	US	Pending	28-Apr-1980	149,084		
SN-03707	Laser Crystal	Granted	US	Lapsed	15-Apr-1983	485,360	09-Apr-1985	4,509,333
SN-03708	PROGRAMMABLE PUSH-POP MEMORY STACK	Granted	US	Expired	13-Mar-1980	129,945	28-Sep-1982	4,352,186
SN-03711	FIBER OPTIC ACOUSTIC SIGNAL TRANSDUCER	Granted	US	Lapsed	17-Oct-1983	542,326	09-Dec-1986	4,628,477
SN-03716	Tripled Nd:YAG Pumped Th.sup.3 + Laser Oscillator	Granted	US	Granted	26-Apr-1982	371,398	08-Nov-1983	4,414,471
	Granted	US	Granted		14-Oct-1980	196,246	31-May-1983	4,386,428

Mondays, November 20, 2000