


Form PTO-1595 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings		RECORDATION FORM COVER SHEET PATENTS ONLY		U.S. DEPARTMENT OF COMMERCE U.S. 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		2. Name and address of receiving party(ies) BAE SYSTEMS INFORMATION AND ELECTRONIC Name: <u>SYSTEMS INTEGRATION INC.</u> Internal Address: <u>NHQ01-719</u>			
Additional name(s) of conveying party(ies) 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		Street Address: <u>65 Spit Brook Road</u> City: <u>Nashua</u> State: <u>NH</u> Zip: <u>03061</u>			
Execution Date: <u>11/27/00</u>		Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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 is: A. Patent Application No.(s) <u>06/698,474</u> B. Patent No.(s) <u>4,725,970</u> 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: <u>Gloria Abbasciano</u> Internal Address: <u>NHQ01-719</u> Street Address: <u>BAE Systems</u> <u>65 Spit Brook Road</u> City: <u>Nashua</u> State: <u>NH</u> Zip: <u>03061</u>		6. Total number of applications and patents involved: <u>1</u> 7. Total fee (37 CFR 3.41).....\$ <u>40.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: <u>190130</u>			
DO NOT USE THIS SPACE					
9. Signature. Daniel J. Long Name of Person Signing  Signature <u>4/9/03</u> Date Total number of pages including cover sheet, attachments, and documents: <u>11</u>					

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

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

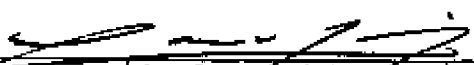
WHEREAS, pursuant to the terms of a Transaction Agreement, dated as of July 13, 2000, by and among Assignor, Assignee and BAE SYSTEMS North America Inc., a Delaware corporation, Assignor has agreed, among other things, to transfer to Assignee said patents and patent applications;

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").

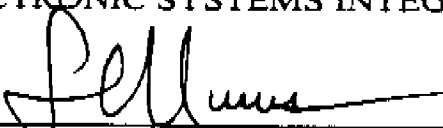
Assignor further agrees that it shall on the date hereof and from time to time thereafter, at the request of Assignee, perform or cause to be performed such acts and execute, acknowledge and deliver at the request of Assignee, such documents as may reasonably be required to evidence or effectuate the 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
e 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 Comm. 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 Comm. 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 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.

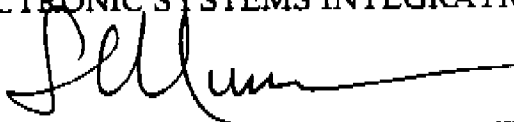
Section 6.05. Governing Law. This Agreement shall be construed and interpreted in accordance with and governed by the laws of the State of Delaware (without regard to the choice of law provisions thereof). The provisions of the United Nations Convention on Contracts for the International Sale of Goods 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

Case Number	Title	Invention Status	Country	Appl. Status	File Date	Appl. Number	Issue Date	Pat. Number
SN-03950	NETWORK SIMULATION SYSTEM	Granted	US	Abandoned	04-Feb-1985	698,514		
SN-03951	SIMULATION DEVICE	Granted	US	Granted	04-Feb-1985	096,172	08-Oct-1991	5,056,014
SN-03952	FREQUENCY DISCRIMINATING LASER	Granted	US	Granted	04-Feb-1985	698,474	16-Feb-1988	4,725,970
SN-03968	PULSE WIDTH TO VOLTAGE CONVERTER CIRCUIT	Granted	US	Granted	15-Aug-1985	765,744	20-Oct-1987	4,701,924
SN-03970	COMPOSITE MATERIAL & METHOD OF MAKING SAME	Granted	US	Granted	11-Nov-1984	659,808	29-Apr-1986	4,585,960
		Granted	GB	Inactive	10-Sep-1986	852,825	18-Apr-1990	2,184,980
		Granted	US	Granted	22-Sep-1987	07,099,806	28-May-1991	5,019,453
		Granted	US	Granted	18-Jun-1986	875,838	12-Feb-1991	4,992,335
		Granted	US	Granted	12-Sep-1985	06,775,207	19-Jun-1990	4,935,308
		Granted	IT	Inactive	12-Sep-1986	484,524.3-A/86	16-Nov-1988	1,196,623
		Granted	DE	Lapsed	11-Sep-1986	363,098.2		
		Granted	FR	Inactive	12-Sep-1986	861,2797		
		Granted	CA	Pending	12-Dec-1986	5,177,777		
		Granted	AU	Inactive	04-Sep-1986	623,300/86		
SN-03974	MULTI LAMP LASER PUMPING CAVITY	Granted	IT	Inactive	11-Sep-1986	484,38-A/86	16-Nov-1988	1,196,623
SN-03983	OPTICAL DECODER	Granted	US	Granted	26-Dec-1985	813,356	21-Jul-1987	4,682,338
		Granted	US	Lapsed	01-Apr-1985	718,679	31-Mar-1987	4,654,700

Monday, November 20, 2000