

05-14-2003

OFFICE OF THE COMMISSIONER OF PATENTS

REC



ET

MAY 12 PM 2:57

102447501

Commissioner for Patents: Please record the attached original document(s) or copy(ies).	
1. Name of conveying party(ies): Rockwell International Corporation Additional name(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies): Rockwell Science Center, Inc. 1049 Camino Dos Rios, Thousand Oaks, CA 91360 U.S.A. Additional names/addresses attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3. Nature of conveyance: Assignment Execution Date: November 15, 1996	
4. Application number(s) or patent number(s): If this document is being filed with a new application, the execution date of the application is: A. Patent Application No(s).: B. Patent No(s).: 5,798,745 Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
5. Name/address of party to whom correspondence concerning document should be mailed: David L. Feigenbaum Fish & Richardson P.C. 225 Franklin Street Boston, MA 02144	6. Total number of patents involved: 1 7. Total fee (37 CFR §3.41): \$40 <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to charge Deposit Account. 8. Deposit Account No.: 06-1050 Please apply any additional charges, or any credits, to our Deposit Account No. 06-1050.
DO NOT USE THIS SPACE	
9. Statement and Signature: <i>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.</i> David L. Feigenbaum Reg. No. 30,378 Name of Person Signing Signature 5/9/3 Date Total number of pages including coversheet, attachments and document: 7	

20557494.doc

05/13/2003 GTOW11 00000076 5798745

01 FC:8021

40.00 OP

CERTIFICATE OF MAILING BY FIRST CLASS MAIL

I hereby certify under 37 CFR §1.8(a) that this correspondence is being deposited with the United States Postal Service as first class mail with sufficient postage on the date indicated below and is addressed to the Commissioner of Patents, Washington, D.C. 20231.

MAY 9, 2003
Date of Deposit

Signature

DEBORAH R. EAST
Typed Name of Person Signing Certificate

PATENT
REEL: 014051 FRAME: 0422

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS IS AN ASSIGNMENT AND ASSUMPTION AGREEMENT

Dated as of the 15th day of November, 1996 by and between Rockwell International Corporation, a Delaware corporation ("Rockwell"), and Rockwell Science Center, Inc., a Delaware Corporation ("Sub"), pursuant to the Agreement and Plan of Distribution (the "Distribution Agreement") attached as Annex A to the Agreement and Plan of Merger dated as of July 31, 1996 among Rockwell, The Boeing Company and Boeing NA, Inc. Capitalized terms used herein and not otherwise defined herein have the meanings ascribed to them in the Distribution Agreement.

INTENDING TO BE LEGALLY BOUND and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Rockwell and Sub hereby agree as follows:

1. Rockwell hereby contributes, grants, conveys, assigns, transfers and delivers to Sub, its successors and assigns (i) all of Rockwell's right, title and interest in and to all of the Assets, including real property, of Rockwell (other than Retained Assets) that are used primarily or that are held primarily for use by the Science Center; (ii) all of Rockwell's right, title and interest in its inventions, patent applications and patents; trademarks, trademark applications and registrations, trade names,

service marks and service names, together with the goodwill associated with the use of, and symbolized by such marks and names; copyrights and copyright applications and registrations; maskworks; trade secrets; and all rights thereunder (collectively, "Intellectual Property") (other than Rockwell's right, title and interest in Intellectual Property that are being transferred by Rockwell to Rockwell Collins, Inc. ("Collins"), Rockwell Heavy Vehicle Systems, Inc. ("HVS") and Rockwell Light Vehicle Systems, Inc. ("LVS") pursuant to Assignment and Assumption Agreements dated as of the date hereof between Rockwell and each of Collins, HVS and LVS, respectively, and other than Intellectual Property which constitutes Retained Assets); and (iii) the names "Rockwell" and "Rockwell International" and the Rockwell logo, and all rights thereunder, to be held and enjoyed by Sub as fully and entirely as the same would have been held and enjoyed by Rockwell had this assignment not been made, in exchange for 1,000 shares of Common Stock, par value \$1 per share, of Sub, which will constitute all of the outstanding shares of Sub. Rockwell hereby appoints Sub its attorney-in-fact, to act in Rockwell's name, place and stead to execute, deliver and record any document or instrument of assignment required in any country granting or confirming the rights granted herein, but only to the extent of those rights granted herein.

2. In partial consideration for the contribution referred to in Section 1 above, Sub hereby unconditionally assumes and undertakes to pay, satisfy and discharge, when due in accordance with the terms thereof, all Liabilities of Rockwell and any of its Subsidiaries (other than Retained Liabilities) relating primarily to or arising primarily from the Science Center.

3. Each of the parties hereto, at its own cost and expense, promptly shall execute such documents and other instruments and take such further actions as may be reasonably required or desirable to carry out the provisions hereof and to consummate the transactions contemplated hereby. The transfer of inventions, patent applications and patents, and trademark applications and registrations, that are subject to this agreement, shall be documented by the execution of the Assignment of Inventions, Patent Applications and Patents and Assignment of Trademarks in the forms attached hereto as Exhibits A, B and C.

4. The provisions of Section 2.4 of the Distribution Agreement are incorporated herein by reference mutatis mutandis. To the extent that any provision of this Assignment and Assumption Agreement is inconsistent with the Distribution Agreement, the provisions of the Distribution Agreement shall control.

5. This Assignment and Assumption Agreement may be executed in separate counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

IN WITNESS WHEREOF, Rockwell and Sub have caused this Assignment and Assumption Agreement to be executed by their duly authorized officers as of the date first above written.

ROCKWELL INTERNATIONAL CORPORATION

By: 

William J. Calise, Jr.
Senior Vice President

ROCKWELL SCIENCE CENTER, INC.

By: 

J. P. Longo
President

Page SA76 of Exhibit A "Assignment of Inventions, Patent Applications and Patents" to the November 15, 1996 Assignment and Assumption Agreement between Rockwell International Corporation and Rockwell Science Center, Inc., showing assignment of Docket No. 94CR013 "LCD Panel Design with Tailored Pushdown", which later became Steffensmeier, LCD panel having tailored pushdown voltages, US Patent No. 5,798,745 (August 25, 1998).

**COLLINS COMMERCIAL AVIONICS (CCA)
ACTIVE DISCLOSURES**

DOCKET NO.	TITLE
94CR022	Stowable Armrest Keyboard For Aircraft Installation
94CR021	A One Dimensional, Low Side Lobe Level, Center Edge Slot Waveguide Phased Array..
94CR020	AM Detector With Temperature and Offset Compensation-DC Coupled
94CR013	LCD Panel Design with Tailored Pushdown
94CR012	Threshold Shift Compensation of Liquid Crystal Displays
94CR011	Improved Field of View Liquid Crystal Display
94CR005	Wireless Location Identification And Control of Remote Objects
94CR001	A Stack Based ALU Pipelined Architecture
93CR113	Method and Apparatus for Automatically Determining the State or Substate
93CR111	A Method and Circuit for Providing Absolute Time and Space Partitioning ...

SA 76

PATENT

REEL: 014051 FRAME: 0428

RECORDED: 05/09/2003