

05-14-2003

Substitute Form PTO-1595  
Attorney Docket No.: 14509-005001

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Commissioner for Patents: Please record the attached original document(s) or copy(ies).

1. Name of conveying party(ies): <b>Rockwell Science Center, LLC</b> <i>5-12-03</i> Additional name(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies): <b>Rockwell Technologies, LLC</b>  <b>1049 Camino Dos Rios,          Thousand Oaks, CA 91360          U.S.A.</b>  Additional names/addresses attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3. Nature of conveyance: Assignment  Execution Date: <b>March 30, 2000</b>	

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).: **5,619,352; 5,731,886 and 5,798,745**  
 Additional numbers attached?  Yes  No

5. Name/address of party to whom correspondence concerning document should be mailed:  <b>David L. Feigenbaum          Fish &amp; Richardson P.C.          225 Franklin Street          Boston, MA 02144</b>	6. Total number of patents involved: <b>3</b>  7. Total fee (37 CFR §3.41): <b>\$120</b> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to charge Deposit Account.  8. Deposit Account No.: <b>06-1050</b> Please apply any additional charges, or any credits, to our Deposit Account No. 06-1050.
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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.*

David L. Feigenbaum Reg. No. 30,378 Name of Person Signing	 Signature	<i>5/13</i> Date
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Total number of pages including coversheet, attachments and document: 5

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05/13/2003 6T0111 00000078 5619352  
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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.

<i>May 9, 2003</i> Date of Deposit	 Signature	<i>DEBORAH R. EAST</i> Typed Name of Person Signing Certificate
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PATENT  
REEL: 014051 FRAME: 0437

INTELLECTUAL ASSET ASSIGNMENT AGREEMENT

between

ROCKWELL SCIENCE CENTER, LLC

and

ROCKWELL TECHNOLOGIES, LLC

Agreement No. 1F

March 30, 2000

CONFIDENTIAL

# INTELLECTUAL ASSET ASSIGNMENT AGREEMENT

*This Intellectual Asset Assignment Agreement* ("this Agreement") is made as of March 30, 2000 ("Effective Date"), by and between **ROCKWELL SCIENCE CENTER, LLC**, a limited liability company organized and existing under the laws of the State of Delaware and having its principal place of business in the State of California ("RSC"), and **ROCKWELL TECHNOLOGIES, LLC**, a limited liability company organized and existing under the laws of the State of Delaware and having its principal place of business in the State of California ("RTL").

*Whereas*, RSC is the owner of intellectual assets and trademarks;

*Whereas*, RTL desires to acquire certain intellectual assets from RSC; and

*Whereas*, RSC is willing to assign such intellectual assets to RTL in exchange for RTL stock issued to RSC, and for the economic benefit to be derived on behalf of RSC from centralized management of such intellectual assets and trademarks, and for other good and valuable consideration.

*Now, therefore*, in consideration of the foregoing and the mutual promises hereinafter set forth, the parties agree as follows:

## 1. DEFINITIONS

As used in this Agreement, the following terms have the meanings indicated:

1.1 General. The terms set forth in quotation marks above shall have the meanings ascribed to them above. RSC and RTL may be referred to herein either individually as a "Party" or collectively as "Parties" to this Agreement, as the context may require.

1.2 "Patents" shall mean all patents (including utility and design patents, industrial designs, and utility models), patent applications, and patent and invention disclosures, and all other rights of inventorship, worldwide, together with all reissuances, continuations, continuations-in-part, divisions, revisions, supplementary protection certificates, extensions, and re-examinations thereof.

1.3 "Trademarks" shall mean all registered and unregistered trademarks, service marks, trade names, including corporate names and logos, trade dress, and common law trademarks, worldwide, and all trademark and service mark registrations and applications, and extensions and renewals therefor, and the right to apply for any of the foregoing.

1.4 "Intellectual Assets" shall mean all codified intangible assets, including but not limited to intellectual property such as: (a) the Patents; (b) all copyrights, registered or unregistered, in all works of authorship, published or unpublished (including all graphics standards manuals, product manuals, operating manuals, service manuals, parts manuals, catalogs, advertisements, promotional materials, and computer programs), and all copyright registrations and applications to register copyrights, worldwide, and any rights to secure

renewals thereof; (c) all mask works and semiconductor chip rights, worldwide, and all applications, registrations, and renewals thereof; (d) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all trade secrets and confidential business and technical information (including ideas, research and development, know-how, formulas, technology, compositions, manufacturing and production processes, techniques, and specifications, technical data, engineering, production and other designs, plans, drawings, engineering notebooks, industrial models, software specifications, financial, marketing, and business data, pricing and cost information, business and marketing plans, and customer and supplier lists and information); (e) all rights in computer and electronic data, data processing programs, documentation and software, both source code and object code (including flow charts, diagrams, descriptive texts and programs, computer print-outs, underlying tapes, computer databases, and similar items), computer applications and operating programs; (f) all rights to sue for and remedies against past, present, and future infringements of any or all of the foregoing, and rights of priority and protection of interests therein under the laws of any jurisdiction worldwide; and (g) all other intangible assets that are necessary for the production and sale of RSC's products and services.

1.5 "Retained Assets" shall mean: (a) all Trademarks; and (b) those Intellectual Assets that are primarily used for the internal operation and/or administration of RSC, such as (without limitation) RSC's internal business plans, RSC's internal accounting software, and other Intellectual Assets of like kind and character.

## 2. GRANT

2.1 Assignment. RSC hereby transfers, assigns, and conveys to RTL all of RSC's right, title, and interest in and to the Intellectual Assets owned by RSC as of the Effective Date.

2.2 Exclusions. The grant stated in Section 2.1 hereof shall not operate to convey to RTL: (a) the Retained Assets; and (b) any Intellectual Asset subject to a prior agreement by RSC that, on its face, prohibits any such grant or declares any such assignment void *ab initio*.

2.3 Re-conveyance. RTL shall, upon notice from RSC, re-convey to RSC any Intellectual Asset assigned in Section 2.1 hereof that RSC requires to continue, maintain, or uphold any obligation of RSC under a prior agreement where, in the absence of such re-conveyance, RSC would be in breach of such obligation.

2.4 Cooperation. The Parties agree to execute any additional documents and take any further actions as may be necessary to effectuate the purposes of this Agreement including, but not limited to, any document useful or necessary for the recordation of the assignment of Patents contemplated hereunder.

## 3. MISCELLANEOUS

Governing Law. This Agreement shall be governed and construed in all respects in accordance with the laws of the State of California as they apply to a contract entered into and performed in that State.

In Witness Whereof, the Parties have caused this Agreement to be executed by their duly authorized representatives, effective as of the date and year first written above.

**ROCKWELL SCIENCE CENTER, LLC**

By: 

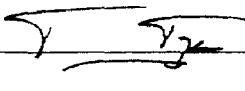
(Signature)  
**William J. Calise, Jr.**

(Printed Name)  
**Secretary**

(Title)

(Date)

**ROCKWELL TECHNOLOGIES, LLC**

By: 

(Signature)  
**T. H. Izen**

(Printed Name)  
**President**

(Title)

(Date)