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FORM PTO-1595
(Rev. 6/93)



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HEET

Attorney's Docket No. 017750-767

To the Director of the United States Patent and Trademark Office. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Art FORMAN
Anthony KRIVANEK
Dat T. NGUYEN
Scott P. LaPOINTE
Michael J. MAYERCIK

Additional name(s) of conveying party(ies) attached? [] Yes [X] No

3. Nature of conveyance:

[X] Assignment [] Merger
[] Security Agreement [] Change of Name

Other: _____

Execution Dates: May 19, 2003, May 21, 2003, May 16, 2003, May 14, 2003 and May 19, 2003

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

Name: LOCKHEED MARTIN ELECTRONICS & MISSILES

Address: 5600 SAND LAKE ROAD - MP 186

ORLANDO, FLORIDA 32819-8907

Additional name(s) & address(es) attached? [] Yes [X] No

J1036 U.S. PTO
10/444125



05/23/03

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: May 19, 2003, May 21, 2003, May 16, 2003, May 14, 2003 and May 22, 2003

A. Patent Application No.(s)

B. Patent No.(s)

10444125

Additional numbers attached? [] Yes [X] No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Patrick C. Keane
Address: BURNS, DOANE, SWECKER & MATHIS, L.L.P.
P.O. Box 1404
Alexandria, Virginia 22313-1404

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR § 3.41): \$ 40.00

[X] Enclosed
[X] Authorized to be charged to deposit account, if necessary

8. Deposit account number:

02-4800

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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.

Stephen W. Palan, Reg. No. 43,420
Name of Person Signing

Signature

May 23, 2003
Date

Total number of pages including cover sheet, attachments, and document: 3

Mail documents to be recorded with required cover sheet information to:

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Director of the United States Patent and Trademark Office
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ASSIGNMENT

(JOINT)

THIS ASSIGNMENT, by Art FORMAN, Anthony KRIVANEK, Dat T. NGUYEN, Scott P. LaPOINTE and Michael J. MAYERCIK, residing at 924 Juel Street, Orlando, FL 32814, 860 N. Orange Avenue #247, Orlando, FL 32801, 1901 Westpoint Circle, Orlando, FL 32835, 7007 Edgeworth Drive, Orlando, FL 32819 and 2328 Midtown Terrace #1034, Orlando, FL 32839 (hereinafter referred to as "the Assignors"), respectively, witnesseth:

WHEREAS, the Assignors have invented certain new and useful improvements in IMAGE PROCESSOR set forth in an application for Letters Patent of the United States,

- (1) which is a provisional application
 - (a) bearing Application No. __, and filed on __;
 - (b) to be filed herewith; or

- (2) which is a non-provisional application
 - (a) bearing Application No. __, and filed on __;
 - (b) having an oath or declaration executed on even date herewith prior to filing of application;
 - (c) having an oath or declaration executed on a different date than this Assignment; and

WHEREAS, LOCKHEED MARTIN ELECTRONICS & MISSILES, a corporation duly organized under and pursuant to the laws of FLORIDA, and having its principal place of business at 5600 SAND LAKE ROAD - MP 186, ORLANDO, FLORIDA 32819-8907 (hereinafter referred to as "the Assignee"), is desirous of acquiring the entire right, title, and interest in and to said inventions, the right to file applications on said inventions and the entire right, title and interest in and to any applications, including provisional applications for Letters Patent of the United States or other countries claiming priority to said application, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, the Assignors have sold, assigned, transferred, and set over, and by these presents do sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns the entire right, title, and interest in and to the above-mentioned inventions, the right to file applications on said inventions and the entire right, title and interest in and to any applications for Letters Patent of the United States or other countries claiming priority to said applications, and any and all Letters Patent or Patents of the United States of America and all foreign countries that may be granted therefor and thereon, and in and to any and all applications claiming priority to said applications, divisions, continuations, and continuations-in-part of said applications, and reissues and extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by the Assignee, for its own use and behoof and the use and behoof of its successors, legal representatives, and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted as fully and entirely as the same would have been held and enjoyed by the Assignors had this sale and assignment not been made;

AND for the same consideration, the Assignors hereby covenant and agree to and with the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, the Assignors are the sole and lawful owners of the entire right, title, and interest in and to the inventions set forth in said applications and said applications, including provisional applications, above-mentioned, and that the same are unencumbered, and that the Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth;


AND for the same consideration, the Assignors hereby covenant and agree to and with the Assignee, its successors, legal representatives, and assigns that the Assignors will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives, and assigns, shall advise that any proceeding in connection with said inventions or said applications for Letters Patent or Patents, or any proceeding in connection with Letters Patent or Patents for said inventions in any country, including interference proceedings, is lawful and desirable, or that any application claiming priority to said application, division, continuation, or continuation-in-part of any applications for Letters Patent or Patents, or any reissue or extension of any Letters Patent or Patents to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement, and defense of Letters Patent or Patents for said inventions, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns;

AND the Assignors hereby authorize and request the attorneys of BURNS, DOANE, SWECKER & MATHIS, L.L.P. of Alexandria, Virginia to insert in the spaces provided above the filing date, application number, and attorney docket number of said application when known.

AND the Assignors hereby request the Director of the United States Patent and Trademark Office to issue any and all said Letters Patent of the United States to the Assignee as the Assignee of said inventions, the Letters Patent to be issued for the sole use and behoof of the Assignee, its successors, legal representatives, and assigns.

Date 5th/19/03 Signature of Assignor 
Arthur V. FORMAN

Date 5/21/2003 Signature of Assignor 
Anthony KRIVANEK

Date 5/16/2003 Signature of Assignor 
Dat T. NGUYEN

Date 5/14/2003 Signature of Assignor 
Scott P. LaPOINTE

Date 5/14/2003 Signature of Assignor 
Michael J. MAYERCIK