

Form PTO-1595 6/93

U.S. Department of Commerce, U.S. Patent and Trademark Office

RECORDATION FORM COVER SHEET
PATENTS ONLY

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
General Dynamics Government Systems Corporation

Additional name(s) of conveying party(ies) attached? yes no

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

Name: **General Dynamics C4 Systems, Inc.**
Street Address: **400 John Quincy Adams Road**
City: **Taunton** State: **Massachusetts** Zip Code: **02780**
Country: **USA**

Additional name(s) & address (es) attached? yes no

3. Nature of Conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other Contribution Agreement

Execution Date(s): **January 1, 2003**

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).

B. Patent No(s). **6,272,633**

Additional numbers attached? yes no

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

Name: **HOWREY SIMON ARNOLD & WHITE, LLP**

Internal Address:

Street Address: **2941 Fairview Park Drive , Box 7**

City: **Falls Church** State: **VA** Zip Code: **22042**

6. Total number of applications and patents involved

1

7. Total fee (37 C.F.R. § 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to Deposit Account

8. Deposit Account Number: **08-3038**

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.

Michael J. Bell/Andrew Sommer
Name of Person Signing
Registration No. **39,604/53.932**


Signature

November 5, 2004
Date

Total number of pages including cover sheet, attachments and document

OMB NO. 0651-0011 (exp. 4/94)

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

CH \$40.00 083038 6272633

CONTRIBUTION AGREEMENT

This CONTRIBUTION AGREEMENT (this "Agreement"), dated as of January 1, 2003, is made by and between General Dynamics Government Systems Corporation, a Delaware corporation ("GSC"), and General Dynamics C4 Systems, Inc., a Delaware corporation and a wholly-owned subsidiary of GSC ("C4 Systems").

RECITALS

WHEREAS, in accordance with Section 351 of the Internal Revenue Code of 1986, as amended (the "Code"), GSC desires to transfer to C4 Systems, all of GSC's right, title and interest in and to the capital stock described in Section 3(b)(i) below and the accounts receivable, inventory, contracts, machinery, equipment and other fixed assets, intellectual property, licenses and permits, deposits and prepayments, books and records and real property primarily relating to the business currently conducted by C4 Systems, and currently proposed to be conducted by C4 Systems following the Closing, including, but not limited to, the assets set forth on Exhibit A to this Agreement (collectively, the "Assets");

WHEREAS, GSC desires to transfer and assign to C4 Systems, and C4 Systems desires to assume and discharge, all of the liabilities and obligations, contractual or otherwise, of GSC (a) associated with the Assets or (b) otherwise set forth on Exhibit B (collectively, the "Liabilities");

NOW THEREFORE, in consideration of the mutual agreements contained herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Section 1. Contribution. On the terms and subject to the conditions contained in this Agreement and in accordance with Section 351 of the Code and effective as of the date hereof, GSC hereby transfers to C4 Systems, all of the right, title and interest of GSC in and to the Assets.

Section 2. Assignment and Assumption of Liabilities. On the terms and subject to the conditions contained in this Agreement, effective as of the date hereof, GSC hereby transfers and assigns to C4 Systems, and C4 Systems hereby assumes and agrees to discharge, all of the Liabilities.

Section 3. Closing; Closing Deliveries.

(a) On the terms and subject to the conditions contained in this Agreement, the consummation of the transactions contemplated by this Agreement (the "Closing") will take place at the offices of General Dynamics Corporation, 3190 Fairview Park Drive, Falls Church, Virginia 22042, on January 1, 2003, or at such other place or on such other date as the parties may agree; provided, that the Closing will be deemed for all purposes under this Agreement to have occurred on January 1, 2003.

(b) At the Closing, GSC shall deliver to C4 Systems the following:

(i) stock certificates representing all of the shares of capital stock of General Dynamics Interactive Corporation, a Delaware corporation, endorsed in blank or accompanied by duly executed assignment documents; and

(ii) all such further instruments and documents evidencing the contribution, assignment, transfer and assumption described herein as may be reasonably required in order to effect the intent of this Agreement.

Section 4. Certain Agreements of the Parties.

(a) General. In case at any time after the Closing any further action is necessary or desirable to carry out the purposes of this Agreement, each party will take such further action (including the execution and delivery of such further instruments and documents) as the other party reasonably may request, at the sole cost and expense of the requesting party.

(b) Endorsements; Payments. From and after the effective date of this Agreement, C4 Systems shall have the right to endorse the name of GSC or its predecessors on any check, draft, warehouse receipt, bill of lading or negotiable instrument received by C4 Systems on account of the transactions contemplated by this Agreement, and GSC will promptly deliver to C4 Systems, all payments received by GSC to which C4 Systems is entitled hereunder, including payments on accounts receivable, refunds for suppliers or insurance claim proceeds.

Section 5. Miscellaneous.

(a) Expenses. C4 Systems will bear all legal, accounting and other costs and expenses incurred by it or on its behalf, and all of the legal, accounting and other costs and expenses incurred by GSC or on behalf of GSC, in connection with this Agreement and the transactions contemplated hereby.

(b) Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all such counterparts taken together will constitute one and the same Agreement.

(c) Entire Agreement. This Agreement and the Master Realignment Agreement, dated as of the date hereof, by and among C4 Systems, GSC and certain other related parties, and all of the documents, agreements and certificates executed and/or delivered in connection herewith or therewith, constitute the entire agreement between the parties in connection with the transactions contemplated hereby and supersede any prior or contemporaneous understandings, agreements or representations by or among the parties, written or oral, that may have related in any way to the subject matter hereof.

(d) Amendments. The provisions of this Agreement may be amended or waived only by a written instrument executed and delivered by both of the parties hereto. No other course of dealing between the parties to this Agreement or any delay in exercising any rights hereunder will operate as a waiver of any rights of such parties.

(e) No Third-Party Beneficiaries. This Agreement will not confer any rights or remedies upon any person or entity other than the parties hereto and their respective successors and permitted assigns.

(f) Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any law or rule that would cause the laws of any jurisdiction other than the State of Delaware to be applied.

* * * * *

5. 2004 3:24PM

HOWREY] SIMON-WHITE

NO. 873

P. 7
r. 05/09

-12-2004 11:32

FROM GENERAL DYNAMICS C4 LEGAL TO 912023836610

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date first written above.

GENERAL DYNAMICS GOVERNMENT
SYSTEMS CORPORATION

By: Margaret N. House
Name: Margaret N. House
Title: Secretary

GENERAL DYNAMICS C4 SYSTEMS, INC.

By: Margaret N. House
Name: Margaret N. House
Title: Secretary

. 5. 2004 3:24PM HOWREY] SIMON-WHITE NO. 873 P. 8
5-12-2004 11:32 FROM GENERAL DYNAMICS C4 LEGAL TO 912023836610 P. 07/09

IV. Intellectual Property:

See attached.

NOV. 5, 2004 3:24PM
AUG-12-2004 11:32

HOWREY] SIMON-WHITE
FROM GENERAL DYNAMICS C4 LEGAL TO 91202383661

NO. 873 P. 9

Intellectual Property

PATENTS

Country	Status	Title	AppNumber	PubDate	PatNumber	IssDate
AU	Pending	METHOD AND APPARATUS FOR TRANSMITTING, RECEIVING AND PROCESSING SECURE VOICE OVER INTERNET PROTOCOL	42500200	14-Apr-2000		
CA	Pending	METHOD AND APPARATUS FOR TRANSMITTING, RECEIVING AND PROCESSING SECURE VOICE OVER INTERNET PROTOCOL	2370586	14-Apr-2000		
CA	Pending	METHOD AND APPARATUS FOR TRANSMITTING ATM OVER DEPLOYABLE LINE-OF-SIGHT CHANNELS	2279202	04-Feb-1998		
EP	Published	METHOD AND APPARATUS FOR TRANSMITTING ATM OVER DEPLOYABLE LINE-OF-SIGHT CHANNELS	98904021.0	04-Feb-1998		
GB	Published	METHOD AND APPARATUS FOR TRANSMITTING, RECEIVING AND PROCESSING SECURE VOICE OVER INTERNET PROTOCOL	0124444.1	14-Apr-2000		
JP	Published	METHOD AND APPARATUS FOR TRANSMITTING ATM OVER DEPLOYABLE LINE-OF-SIGHT CHANNELS	10-532373	04-Feb-1998		
US	Granted	METHOD AND APPARATUS FOR TRANSMITTING, RECEIVING AND PROCESSING SECURE VOICE OVER INTERNET PROTOCOL	09291590	14-Apr-1999	6272833	07-Aug-2001
US	Granted	METHOD FOR MULTIPLICATION IN GALOIS FIELDS USING PROGRAMMABLE CIRCUITS	09298051	23-Apr-1999	6377969	23-Apr-2002
US	Granted	APPARATUS FOR MULTIPATH DSSS COMMUNICATIONS	07/999507	31-Dec-1992	5349606	20-Sep-1994
US	Granted	MICROWAVE TRANSITION	07/459005	29-Dec-1989	5065165	12-Nov-1991
US	Granted	MULTIPLE CHANNEL RADIO FREQUENCY REPEATER	09/567411	17-Jan-1996	5802452	01-Sep-1998
US	Granted	METHOD OF MULTIPATH DSSS COMMUNICATIONS	07/999038	31-Dec-1992	5343495	30-Aug-1994
US	Granted	HOOK FOR EXTRACTING INSULATED WIRES FROM A SHIELDED CABLE	06/945451	22-Dec-1986	DES314319	05-Feb-1991
US	Granted	LOCAL OSCILLATOR FEED FOR MIXER ARRAY	06/891796	01-Aug-1986	4727595	23-Feb-1988

NOV. 5. 2004 3:25PM
AUG-12-2004 11:32

HOWREY] SIMON-WHITE
FROM GENERAL DYNAMICS C4 LEGAL

NO. 873
TO 912023836610

P. 10
F. 09/09

Country	Status	TrademarkName	App#Number	FileDate	RegNumber	RegDate
US	Granted	MICROWAVE ANTENNA		07/4/9044	29-Dec-1989	5005022
US	Granted	ASYNCHRONOUS TRANSFER MADE SWITCH WITH LOGICAL MULTICASTING		09/082350	20-May-1998	6320668
US	Pending	REDUNDANT PATH TREE DESCRIPTION		10/004426	04-Dec-2001	
US	Pending	SYSTEM AND METHOD FOR CORRELATION, ANALYSIS AND DISPLAY OF NETWORK STATUS AND SECURITY EVENTS		60/344404	09-Nov-2001	
US	Pending	SYSTEM AND METHOD FOR CORRELATION, ANALYSIS AND DISPLAY OF NETWORK STATUS AND SECURITY EVENTS		60/342987	25-Oct-2001	
US	Unified	TAMPER PROTECTION AND DETECTION METHOD AND APPARATUS				
EU	Pending	INTRIGUE 2388246	05-Sep-01			
EU	Published	INTRIGUE and Design	2364982	05-Sep-01		
US	Opposition	Opposition Against (S)itized "P)	76/083845	05-Jul-00		
US	Pending	PATHWAYS PLATFORM and Design	76/210581	14-Feb-01		
US	Published	PATHWAYS 76/210572	14-Feb-01			
US	Published	PATHWAYS and Design	76/210568	14-Feb-01		
US	Published	PATHWAYS PLATFORM	76/210560	14-Feb-01		
US	Published	PATHWAYS LIVE and Design	76/210559	14-Feb-01		
US	Published	INTRIGUE 76/226934	14-Mar-01			
US	Published	PATHWAYS LIVE	76/212930	14-Feb-01		
US	Registered	INFOGUARD 74/700435	12-Jul-95	2053446	15-Apr-97	
US	Registered	SPANET 74/700438	12-Jul-95	1985537	09-Jul-95	
US	Suspended	1 INTRIGUE and Design	76/226935	14-Mar-01		

TRADEMARKS

PATENT

RECORDED: 11/05/2004

REEL: 015341 FRAME: 0823