

PATENT ASSIGNMENT

Electronic Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | MERGER |
| EFFECTIVE DATE: | 06/28/1996 |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| Space Systems/Loral Inc. Palo Alto, CA | 06/26/1996 |
| RECEIVING PARTY DATA | |
| Name: | Lockheed Martin Corporation |
| Street Address: | 6801 Rockledge Drive |
| Internal Address: | MS 236 |
| City: | Bethesda |
| State/Country: | MARYLAND |
| Postal Code: | 20817 |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Patent Number: | 5038151 |
| CORRESPONDENCE DATA | |
| Fax Number: | (301)897-6606 |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | |
| Email: | Patrick.M.Hogan@lmco.com |
| Correspondent Name: | Patrick M. Hogan |
| Address Line 1: | 6801 Rockledge Drive |
| Address Line 2: | MS 236 |
| Address Line 4: | Bethesda, MARYLAND 20817 |
| NAME OF SUBMITTER: | Patrick M. Hogan |
| Total Attachments: 10 source=Loral and LMC Articles of Merger#page1.tif source=Loral and LMC Articles of Merger#page2.tif source=Loral and LMC Articles of Merger#page3.tif | |

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CONFORMED COPY

AGREEMENT AND PLAN OF MERGER

DATED AS OF JANUARY 7, 1996

BY AND AMONG

LORAL CORPORATION,

LOCKHEED MARTIN CORPORATION

AND

LAC ACQUISITION CORPORATION

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER, dated as of January 7, 1996, is among **LOCKHEED MARTIN CORPORATION**, a Maryland corporation ("**Parent**"), **LAC ACQUISITION CORPORATION**, a New York corporation and a wholly-owned subsidiary of Parent ("**Purchaser**"), and **LORAL CORPORATION**, a New York corporation (the "**Company**").

RECITALS

WHEREAS, the Boards of Directors of the Company, Parent and Purchaser deem it advisable and in the best interests of their respective stockholders that Parent acquire the Company (other than certain businesses thereof) pursuant to the terms and conditions set forth in this Agreement;

WHEREAS, as provided in the Restructuring, Financing and Distribution Agreement dated as of the date hereof herewith among Parent, the Company, Loral Telecommunications Acquisition, Inc. (to be renamed Loral Space & Communications Corporation), a Delaware corporation and wholly-owned subsidiary of the Company (including any successor in interest, "**Spinco**"), Loral Aerospace Holdings, Inc., a Delaware corporation and wholly-owned subsidiary of the Company ("**LAH**"), and Loral Aerospace Corp., a Delaware corporation and wholly-owned subsidiary of LAH (the "**Distribution Agreement**"), prior to the expiration of the Offer (as defined in Section 1.1 hereof) the Company will cause Spinco to be restructured so that as a result thereof the Company's direct and indirect interests in Space Systems/Loral, Inc., a Delaware corporation, Globalstar L.P., a Delaware limited partnership, K&F Industries, Inc., a Delaware corporation, all rights to receive management and certain (but not all) guarantee fees therefrom, several commercial satellite and telecommunications projects in progress (including related FCC (as defined in Section 6.5 hereof) applications), a certain portion of the Company's leased corporate headquarters office space, the Company's corporate aircraft, certain rights and liabilities with respect to certain litigation in which the Company has an interest, the nonexclusive right to use certain intellectual property of the Company, the exclusive right, subject to a limited license granted to the Company, to the "Loral" name and such other rights and assets as shall be deemed Spinco Assets (as defined in the Distribution Agreement), will be owned directly or indirectly by Spinco and substantially all of the Company's other assets, liabilities and businesses will be owned directly by the Company or by Subsidiaries (as defined in the Distribution Agreement) of the Company other than Spinco and Subsidiaries of Spinco; and

WHEREAS, as provided in the Distribution Agreement, the Company will make a distribution to the Company's stockholders and to holders of Stock Options (as defined in Section 2.10 hereof) as of the Record Date (as defined in the Distribution Agreement), on a pro rata basis, of 100% of the shares of common stock, par value \$.01 per

1.4, the parties hereto shall use their respective best efforts to ensure that at least three of the members of the Company's Board of Directors shall, at all times prior to the Effective Time (as defined in Section 2.2 hereof) be, Continuing Directors (as defined in Section 8.4 hereof).

ARTICLE II

THE MERGER

Section 2.1. *The Merger.* Upon the terms and subject to the conditions hereof, and in accordance with the NYBCL, Purchaser shall be merged (the "Merger") with and into the Company as soon as practicable following the satisfaction or waiver of the conditions set forth in Article VII hereof or on such other date as the parties hereto may agree (such agreement to require the approval of a majority of the Continuing Directors if at the time there shall be any Continuing Directors). Following the Merger the Company shall continue as the surviving corporation (the "Surviving Corporation") and the separate corporate existence of Purchaser shall cease.

Section 2.2. *Effective Time.* The Merger shall be consummated by filing with the New York Secretary of State a certificate of merger or, if applicable, a certificate of ownership and merger, executed in accordance with the relevant provisions of the NYBCL (the time the Merger becomes effective being the "Effective Time").

Section 2.3. *Effects of the Merger.* The Merger shall have the effects set forth in the NYBCL. As of the Effective Time the Company shall be a wholly-owned subsidiary of Parent.

Section 2.4. *Certificate of Incorporation and By-Laws.* The Restated Certificate of Incorporation and By-Laws of the Company as in effect at the Effective Time, shall be the Certificate of Incorporation and By-Laws of the Surviving Corporation until amended in accordance with applicable Law; provided, that promptly following the Effective Time, the Certificate of Incorporation shall be amended to change the name of the Surviving Corporation so that the word "Loral" shall be deleted therefrom.

Section 2.5. *Directors.* The directors of Purchaser at the Effective Time shall be the initial directors of the Surviving Corporation and will hold office from the Effective Time until their respective successors are duly elected or appointed and qualify in the manner provided in the Certificate of Incorporation and By-Laws of the Surviving Corporation, or as otherwise provided by Law.

Section 2.6. *Officers.* The officers of Purchaser at the Effective Time shall be the initial officers of the Surviving Corporation and will hold office from the Effective Time until their respective successors are duly elected or appointed and qualify in the

Section 4.12. *Assets; Intellectual Property.*

(a) Except as set forth in Section 4.12(a) of the Disclosure Schedule, upon consummation of the Spin-Off, the Company and the Retained Subsidiaries will own or have rights to use all Assets necessary to permit the Company and the Retained Subsidiaries to conduct the Retained Business as it is currently being conducted except where the failure to own or have the right to use such Assets would not, individually or in the aggregate, have a Material Adverse Effect.

(b) To the knowledge of the Company, based solely upon inquiry of the Company's General Counsel and Chief Patent Counsel, the Company does not now and has not in the past used Intellectual Property in the Retained Business which conflicts with or infringes upon any proprietary rights of others except where such conflict or infringement would not have, individually or in the aggregate, a Material Adverse Effect. "Intellectual Property" means trademarks, trade names, service marks, service names, mark registrations, logos, assumed names, copyright registrations, patents and all applications therefor and all other similar proprietary rights.

Section 4.13. *Reserved.*

Section 4.14. *Reserved.*

Section 4.15. *Certain Contracts and Arrangements.* During the twelve months immediately prior to the date hereof, no significant contracts of the Retained Business have been cancelled or otherwise terminated and during such time the Company has not been threatened with any such cancellation or termination except, in each case, for cancelled or terminated contracts which, individually or in the aggregate, would not constitute a Material Adverse Effect.

Section 4.16. *Taxes.* Except as otherwise disclosed in Section 4.16 of the Disclosure Schedule and except for those matters which, either individually or in the aggregate, would not result in a Material Adverse Effect:

(a) The Company and each of its Subsidiaries have filed (or have had filed on their behalf) or will file or cause to be filed, all Tax Returns (as defined in Section 4.16(j)(3) hereof) required by applicable Law to be filed by any of them prior to the consummation of the Offer, and all such Tax Returns and amendments thereto are or will be true, complete and correct.

(b) The Company and each of its Subsidiaries have paid (or have had paid on their behalf) all Taxes (as defined in Section 4.16(j)(2) hereof) due with respect to any period ending prior to or as of the expiration of the Offer, or where payment of Taxes is not yet due, have established (or have had established on their behalf and for their sole benefit and recourse), or will establish or cause to be established before the consummation

IN WITNESS WHEREOF, each of the parties has caused this Agreement and Plan of Merger to be executed on its behalf by its officers thereunto duly authorized, all as of the day and year first above written.

LORAL CORPORATION

By: /s/ Michael B. Targoff

Name: Michael B. Targoff

Title: Senior Vice President

LOCKHEED MARTIN CORPORATION

By: /s/ Marcus C. Bennett

Name: Marcus C. Bennett

Title: Senior Vice President

LAC ACQUISITION CORPORATION

By: /s/ Frank H. Menaker, Jr.

Name: Frank H. Menaker, Jr.

Title: Vice President

State of New York }
Department of State }^{ss}

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.

Witness my hand and seal of the Department of State on JUN 28 1996



A handwritten signature in dark ink, appearing to be "J. L. ...", written in a cursive style.

Special Deputy Secretary of State

960424000683
CERTIFICATE OF MERGER

OF

LAC ACQUISITION CORPORATION

INTO

LORAL CORPORATION

Under Section 905 of The Business Corporation Law

The undersigned, Frank H. Menaker, Jr. and Stephen M. Piper, the Vice President and General Counsel and the Assistant Secretary, respectively, of Loral Corporation, a domestic corporation duly organized and existing under the laws of the State of New York ("Loral"), do hereby certify that:

FIRST: (a) The name of each constituent corporation to the merger (the "Merger") is as follows:

(i) LORAL CORPORATION (formerly LORAL ELECTRONICS CORPORATION); and

(ii) LAC ACQUISITION CORPORATION ("LAC").

(b) The name of the surviving corporation is LORAL CORPORATION.

SECOND: (a) With respect to Loral, the designation and number of outstanding shares of each class and series as of the close of business on April 22, 1996 (the "Specified Time") are as follows:

(i) 176,162,588 shares of common stock, par value \$0.25 per share (the "Loral Common Stock"), which Loral Common Stock is entitled to vote; and

(ii) no shares of Series A Preferred Stock, par value \$1.00 per share ("Loral Preferred Stock"), which Loral Preferred Stock is entitled to vote.

(b) The number of outstanding shares of Loral Preferred Stock is subject to change prior to the Effective Time (as defined in Paragraph SEVENTH hereof) in the following manner: with respect to Loral Preferred Stock, Loral is party to a Rights Agreement, dated January 10, 1996, as amended (the "Rights Agreement"), between itself and The Bank of New York, as rights agent, pursuant to which, upon the occurrence of certain events specified therein, the rights issued thereunder may entitle the holders of such rights to purchase one one-thousandth

of a share of Loral Preferred Stock on terms specified in such Rights Agreement. In the event that any events occur prior to the Effective Time which entitle the holders of the rights to purchase shares of Loral Preferred Stock and any holders of the right exercise their purchase rights related thereto, the number of shares of Loral Preferred Stock outstanding of Loral Corporation will change.

THIRD: (a) With respect to LAC, the designation and number of outstanding shares of each class and series as of the close of business on the Specified Time are 100 shares of Common Stock, par value \$0.01 per share.

(b) The number of outstanding shares of LAC Common Stock is not subject to change prior to the Effective Time.

FOURTH: Upon the Merger becoming effective, each share of LAC Common Stock issued and outstanding immediately prior to the Effective Time shall, without any action on the part of the holder thereof, be converted into and exchangeable for one share of Loral Common Stock.

FIFTH: The () Certificate of Incorporation of Loral shall be the certificate of incorporation of the surviving corporation; provided, that Article First of the () Certificate of Incorporation shall be amended to read in its entirety as follows:

"First: The name of the Corporation is Lockheed Martin Tactical Systems, Inc."

SIXTH: Upon the Merger becoming effective:

(i) each Loral Share issued and outstanding immediately prior to the Effective Time (other than (x) Loral Shares held by Lockheed Martin Corporation, a Maryland Corporation ("LMC"), or any subsidiary of LMC, (y) Loral Shares held in the treasury of Loral or held by any subsidiary of Loral (other than a Retained Subsidiary (as defined in the Agreement and Plan of Merger (the "Merger Agreement"), dated as of January 7, 1996, by and among Loral, LMC and LAC)), and (z) Dissenting Shares (as defined in the Merger Agreement)), shall, by virtue of the Merger and without any action on the part of the holder thereof, be canceled and retired and cease to exist, and shall be converted into the right to receive \$38.00 in cash, without interest thereon, for each such Loral Share upon surrender of the certificate formerly representing ownership of such Loral Share;

(ii) each Loral Share held in the treasury of Loral or held by any subsidiary of Loral (other than a Retained Subsidiary), and each Loral Share held by LMC or any subsidiary of LMC, immediately prior to the Effective Time shall, by virtue

of the Merger and without any action on the part of the holder thereof, be canceled and retired and cease to exist; and

(iii) each Dissenting share shall be converted into the right to receive such consideration as may be determined to be due in respect of such Dissenting Share pursuant to the laws of the State of New York; provided, that any Dissenting Shares outstanding immediately prior to the Effective Time and held by a stockholder who shall have failed to perfect or shall have effectively withdrawn or lost such holder's right to appraisal and payment under the New York Business Corporation Law, shall be converted into and become exchangeable for the right to receive \$38.00 in cash, without interest thereon.

SEVENTH: The effective time of the Merger is April 29, 1996 (the "Effective Time").

EIGHTH: The certificate of incorporation of Loral Corporation (formerly Loral Electronics Corporation) was filed by the Department of State on February 24, 1948. The certificate of incorporation of LAC Acquisition Corporation was filed by the Department of State on December 8, 1995.


NINTH: The Merger Agreement and the Merger were approved by the Board of Directors of LAC on January 7, 1996.

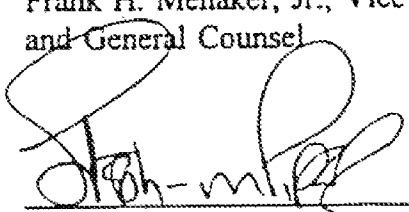
TENTH: The Merger Agreement and the Merger were approved by LMC, the sole shareholder of LAC on January 7, 1996.

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IN WITNESS WHEREOF, the undersigned have duly signed and verified this certificate this 23rd day of April, 1996 under penalty of perjury.

LORAL CORPORATION

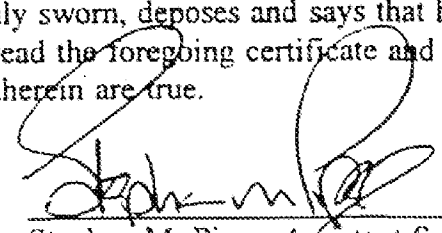

Frank H. Menaker, Jr., Vice President
and General Counsel


Stephen M. Piper, Assistant Secretary

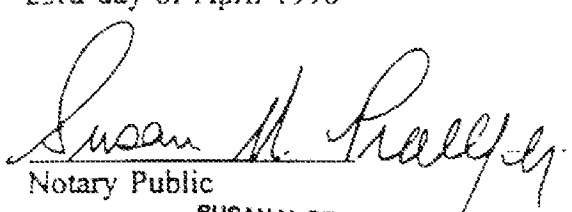
Verification

State of New York)
) ss:
County of New York)

Stephen M. Piper, being duly sworn, deposes and says that he is the Assistant Secretary of Loral Corporation, that he has read the foregoing certificate and knows the contents thereof, and that the statements contained therein are true.


Stephen M. Piper, Assistant Secretary

Sworn to before me this
23rd day of April 1996


Notary Public

SUSAN N. PRAEGER
NOTARY PUBLIC, State of New York
No. 31-4782318
Qualified in New York County
Certificate Filed in New York County
Commission Expires August 31, 1997
NY1-48763
Certificate

S-4

04/03/96

PATENT

RECORDED: 11/29/2004

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