

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Cytec Technology Corp.	05/22/2002
RECEIVING PARTY DATA	
Name:	MAG Aerospace Industries, Inc., d.b.a. Monogram Systems
Street Address:	1500 Glenn Curtiss Street
City:	Carson
State/Country:	CALIFORNIA
Postal Code:	90746-4012
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	5284507
Patent Number:	5368636
CORRESPONDENCE DATA	
Fax Number:	(404)541-3160
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Correspondent Name:	John S. Pratt, Kilpatrick Stockton
Address Line 1:	1100 Peachtree Street
Address Line 2:	Suite 2800
Address Line 4:	Atlanta, GEORGIA 30309
ATTORNEY DOCKET NUMBER:	54967/301082
NAME OF SUBMITTER:	Margaret A. Cogburn
Total Attachments: 3 source=Executed Cytec Technology Assignment#page1.tif source=Executed Cytec Technology Assignment#page2.tif	

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PATENT
REEL: 017164 FRAME: 0163

ASSIGNMENT OF PATENTS

WHEREAS, Cytec Technology Corp., a Delaware corporation ("ASSIGNOR") hereby desires to assign, transfer and convey all of ASSIGNOR's right, title and interest in and to the patents identified on Schedule A hereto (the "Patents") to MAG Aerospace Industries Inc., d.b.a. Monogram Systems, a California corporation ("ASSIGNEE"); and

WHEREAS, ASSIGNEE is desirous of acquiring the entire right, title and interest of ASSIGNOR in and to the Patents;

WHEREAS, simultaneously with the execution and delivery of this Assignment, ASSIGNOR and ASSIGNEE are entering into a certain Asset Purchase Agreement (the "Asset Purchase Agreement"), dated as of May 22, 2002, among Cytec Engineered Materials, (formerly Cytec Fiberite Inc.), ASSIGNOR and ASSIGNEE, pursuant to which Cytec Engineered Materials and ASSIGNOR agree to assign, transfer and convey to ASSIGNEE, and ASSIGNEE agrees to purchase and acquire from Cytec Engineered Materials and ASSIGNOR certain assets and assume certain obligations, all as more fully described in and subject to the terms and conditions set forth in the Asset Purchase Agreement; and

Whereas the execution and delivery of this Assignment is required pursuant to the terms of the Asset Purchase Agreement;

NOW, THEREFORE, for good and valuable consideration received by ASSIGNOR from ASSIGNEE, the receipt of which is hereby acknowledged by ASSIGNOR:

ASSIGNOR, effective as of May 22, 2002 (the "Effective Date") hereby irrevocably assigns, transfers and conveys to ASSIGNEE, ASSIGNOR's entire right title and interest in and to the Patents including any reissues, divisions, continuations and extensions thereof and the inventions therein;

ASSIGNOR hereby covenants and agrees that at the request of ASSIGNEE it will promptly execute all necessary and lawful documents to perfect the assignment, transfer and conveyance of the entire right, title and interest of ASSIGNOR in and to said Patents in ASSIGNEE. ASSIGNOR agrees to cooperate as may be reasonably requested by ASSIGNEE in executing proper assignment documents prepared by ASSIGNEE for recordation in any patent offices in respect of the Patents, said recordation to be done by and at the expense of ASSIGNEE.

ASSIGNEE hereby covenants and agree that, as of and from the Effective Date, ASSIGNEE shall assume sole responsibility and discretion for payment of all maintenance costs and all other costs and expenses associated with the Patents assigned herein.

The terms, covenants and provisions of this Agreement shall inure to the benefit of and be binding upon ASSIGNOR, ASSIGNEE, and their respective successors, assigns and other legal representatives.

ASSIGNOR hereby disclaims any warranty with respect to validity, enforceability, infringement, and/or maintenance fee payment with respect to any of the Patents except as otherwise set forth in the Asset Purchase Agreement.

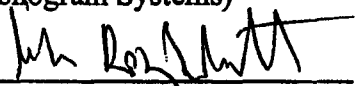
This assignment shall be governed by and construed in accordance with the laws of the state of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws.

IN WITNESS WHEREOF, ASSIGNOR has hereunto affixed its corporate name and seal by its officer thereunto duly authorized as of the Effective Date, and ASSIGNEE by its duly authorized officer has acknowledged, accepted and agreed hereto.

Acknowledged, Accepted, and Agreed to:

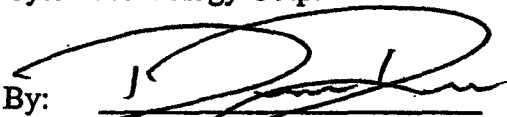
MAG Aerospace Industries, Inc.
(d.b.a. Monogram Systems)

By:


Name: MIKE ROSENBLATT
Title: PRESIDENT

Cytec Technology Corp.

By:


Name: Darwin Ransom
Title: Vice President

BW
5/21/02

Schedule A

Country	Patent #	Grant Date	Expiration Date
USA	5284507	02/08/94	Oct. 2012
France	EP0666946	03/17/97	Oct. 2013
Great Britain	EP0666946	03/17/97	Oct. 2013
Germany	69308872.9	03/17/97	Oct. 2013
USA ..	5368636	11/29/94	Feb. 2011
USA	5284507	07/23/96	Oct. 2012
Canada	2,209,661(application)	n/a	n/a