

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Co-Ownership Agreement
CONVEYING PARTY DATA	
Name	Execution Date
Advanced Displays Corporation	12/22/1999
RECEIVING PARTY DATA	
Name:	Advanced Displays Corporation
Street Address:	6090A Northbelt Parkway
City:	Norcross
State/Country:	GEORGIA
Postal Code:	30071
Name:	L-3 Communications Corporation
Street Address:	600 Third Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10016
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6137471
CORRESPONDENCE DATA	
Fax Number:	(310)586-7940
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>
Email:	laipmail@gtlaw.com
Correspondent Name:	John R. Wahl
Address Line 1:	2450 Colorado Avenue, Suite 400E
Address Line 2:	Greenberg Traurig, LLP
Address Line 4:	Santa Monica, CALIFORNIA 90404
ATTORNEY DOCKET NUMBER:	56946-023000

CH \$40.00 6137471

NAME OF SUBMITTER:

John R. Wahl

Total Attachments: 9

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CO-OWNERSHIP AGREEMENT

This Co-Ownership Agreement, (hereinafter the "Agreement"), is made and entered into this 22nd day of December, 1999 (hereinafter "the effective date"), by and between Advanced Displays Corporation, a Georgia corporation (hereinafter "ADVC"), and L-3 Communications Corporation, a New York Corporation (hereinafter "L3").

This Agreement is entered into by and between ADVC and L3 subject to the following terms and conditions:

ARTICLE 1: Background

SECTION 1.1. L3 has acquired certain assets of Avionic Displays Corporation ("Avionic") and of ADVC; ADVC has also acquired certain assets of Avionic. As a consequence of the foregoing, ADVC and L3 both have equal, undivided interests in all of the Intellectual Property previously owned by Avionic in the field of design, assembly, tooling, manufacture, marketing, maintenance and repair of electronic displays and components thereof (the "Field"), and all of the Intellectual Property previously owned by ADVC in the Field, including without limitation that set forth on Exhibit A hereto.

SECTION 1.2. It is the mutual desire of ADVC and L3 that their respective undivided interests in the Intellectual Property acquired from ADVC be subject to the terms of this Agreement.

ARTICLE 2: Definitions

SECTION 2.1. Defined Terms. Terms defined in this Article 2, and parenthetically elsewhere, shall throughout the Agreement have the meanings here and there provided. Defined terms may be used in the singular or plural.

SECTION 2.2. "Agreement" means this Agreement and any Exhibits, which are incorporated in, and form an integral part of, this Agreement.

SECTION 2.3. "ADVC FAMILY" means ADVC, its immediate corporate parent, if any, and any subsidiary of such parent and any other company, partnership, or other entity whatsoever in or over which ADVC or such parent or any of such parent's subsidiaries has at the relevant time Control; however ADVC'S parent, its or ADVC'S subsidiaries and entities over which either of them has Control shall only be included in this definition insofar as ADVC'S parent, if any, has acknowledged its obligations to comply with the terms of this Agreement as though it was a party and such parent (or if there is no such parent, ADVC) has agreed to cause all entities under its Control also to comply and has agreed in writing to be responsible for the subsidiaries' compliance, of which agreement L3 shall be an express third-party beneficiary. For purposes of this definition, "Control" shall mean the power to direct the affairs of another entity by reason of: (a) ownership of 50% or more voting stock or other equity interests; (b) ability to elect a majority of the Board of Directors or other governing body of the entity; (c) contractual rights; or (d) otherwise. References to ADVC FAMILY shall mean any one or more members thereof as the context may require. In the event that a subsidiary shall cease to be under the Control of ADVC or its direct parent, all rights of that subsidiary hereunder with respect to Intellectual Property shall immediately terminate. General references herein to the

SECTION 2.8. "Commercial Markets" shall mean all other markets outside the Military Markets as defined in Section 2.7.

SECTION 2.9. "Patent Counsel" shall mean the patent counsel jointly representing L3 and Universal at the time. The initial Patent Counsel shall be the firm of Standley & Gilcrest LLP. The parties may at any time by mutual agreement designate another firm or attorney as Patent Counsel; and either party alone may require the removal and replacement of the then-current Patent Counsel (i) in the event of a breach of professional ethics or standards of care by such counsel affecting the representation of the parties, or (ii) without cause, provided that in case of replacement without cause the party requiring replacement shall alone bear the reasonable fees and expenses of the selected replacement Patent Counsel in gaining the necessary initial familiarity with the files and the status of all pending applications. Any replacement Patent Counsel shall be appointed by mutual agreement, failing which the matter shall be resolved in accordance with the Dispute Resolution Procedure attached hereto as Exhibit D (the "Dispute Resolution Procedure"). Either party may employ separate counsel at its own expense to monitor the work of Patent Counsel, and the parties shall direct Patent Counsel to cooperate with and provide requested information to any such separate counsel.

ARTICLE 3 Ownership Terms

SECTION 3.1. Each party to this Agreement shall have an equal, undivided, co-ownership interest in the Contract Technology.

SECTION 3.2. ADVC and ADVC FAMILY have exclusive rights for a period of five (5) years from the effective date of this Agreement (the "Exclusivity Period") to exploit the Contract Technology in domestic and foreign Commercial Markets, including, but not limited to, the proceeds from:

1. sales of products covered by any Contract Technology Patents; or
2. sales of products that incorporate or are made using any other Contract Technology; or
3. licensing of such patents; or
4. licensing of such know-how or trade secrets; or
5. licensing of such copyrighted software.

SECTION 3.3. L3 and L3 FAMILY have exclusive rights during the Exclusivity Period to exploit the Contract Technology in domestic and foreign Military Markets, including, but not limited to, the proceeds from:

1. sales of products covered by any Contract Technology Patents; or
2. sales of products that incorporate or are made using any other Contract Technology; or
3. licensing of such patents; or
4. licensing of such know-how or trade secrets; or
5. licensing of such copyrighted software.

has read this Agreement, understands it and agrees to be bound by it.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 22nd day of December, 1999.

ADVANCED DISPLAYS CORPORATION L-3 COMMUNICATIONS CORPORATION

[Signature]

[Signature]

Title: VP - S&CT - T&SS

Title: Assistant Secretary

GUARANTEE

NOW COMES Universal Avionics Systems Corporation ("Guarantor"), who acknowledges that the foregoing transactions are to the direct benefit of Guarantor, and in consideration thereof, hereby unconditionally guarantees the due performance by ADVC of all its obligations under the foregoing agreement. Guarantor agrees furthermore that Guarantor may be joined in any arbitration or action to enforce the foregoing agreement, and that any arbitral award or judgment against ADVC may be enforced directly against Guarantor.

UNIVERSAL AVIONICS SYSTEMS CORPORATION

By: [Signature]

Title: VP EN/CFO

EXHIBIT A

INTELLECTUAL PROPERTY

ADC PATENT AND PATENT APPLICATIONS

Status Report for Advanced Displays Corporation
10/29/1999

Prepared by: Standley & Gilcrest
495 Metro Place South
Suite 210
Dublin, Ohio 43017

Country	Attorney	Client/Division	App. #	Pub. #	Patent #	Grant Dt	Status	Inventor 1	Inventor 2	Inventor 3
United States	JSS Advanced Displays Corporati	ADC1117 Advanced Displays Corporati	07/990,944			App 12/30/1992	Abandoned	DIDIER GOODE	STRICKLING	
United States	JSS Advanced Displays Corporati	ADC1117 Advanced Displays Corporati	5,835,074 08/452,821			Pat 11/10/1998 App 05/30/1995 Tax 05/10/2002	Granted	DIDIER GOODE	STRICKLING	
United States	JSS Advanced Displays Corporati	ADC1117 Advanced Displays Corporati	09/180,637			Pat App 08/26/1998	Filed	DIDIER GOODE	STRICKLING	
United States	JSS Advanced Displays Corporati	ADC1117 Advanced Displays Corporati	5,451,841 08/187,876			Pat 09/19/1995 App 01/28/1994 Tax 03/19/2003	Granted	DUHH STRICKLING GOODE		
Patent Cooperation Treaty	JSS Advanced Displays Corporati	ADC1117 Advanced Displays Corporati	PCT/US93/12675 W094/16129			Pat App 12/30/1993	Inactive	STRICKLING GOODE DUPIN		
Patent Cooperation Treaty	JSS Advanced Displays Corporati	ADC1117 Advanced Displays Corporati	PCT/US93/12676 W094/16292			Pat App 12/30/1993	Inactive	GOODE STRICKLING		
Canada	JSS Advanced Displays Corporati	ADC1117 Advanced Displays Corporati	2,153,160 2,153,160			Pat 01/19/1999 App 12/30/1993 Tax 12/30/1999	Granted	GOODE STRICKLING		

Status Report for Advanced Displays Corporation
10/29/1999

Prepared by: Stanley J Gilcrest
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Suite 210
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Grant Dt. Status Inventor 1
App Dt. Substatus Inventor 2
Next Tax Inventor 3

Country Client/Division Patent # App. # Pub. # Grant Dt. Status Inventor 1 Inventor 2 Inventor 3
17-0070 Canada ADC1117 2,153,159 2,153,159 Pat 07/20/1999 Granted Inventor 1
App 12/30/1993 Inventor 2
Tax 12/30/1999 Inventor 3

FILE: BACKLIGHTING FOR LIQUID CRYSTAL DISPLAY

17-0071 European Patent Convention JSS ADC1117 94905585.1 Pat Filed GOODE STRICKLING
Advanced Displays Corporati ADC1117 Pat 12/30/1993 GOODE STRICKLING
Tax 12/31/1999 DUNN

FILE: SELF-CONTAINED MULTIFUNCTIONAL LCD FLIGHT INDICATOR

17-0072 European Patent Convention JSS ADC1117 0679245 Pat 12/30/1993 GOODE STRICKLING
Advanced Displays Corporati ADC1117 App 12/30/1993 GOODE STRICKLING
Tax 12/31/1999 DUNN

17-0073 Australia JSS ADC1117 676712 Pat 07/10/1997 GOODE STRICKLING
Advanced Displays Corporati ADC1117 App 12/30/1993 GOODE STRICKLING
Tax 12/30/1999 DUNN

17-0074 Australia JSS ADC1117 680410 Pat 11/20/1997 GOODE STRICKLING
Advanced Displays Corporati ADC1117 App 12/30/1993 GOODE STRICKLING
Tax 12/30/1999 DUNN

17-0075 United States JSS ADC1117 5,467,085 Pat 11/14/1995 DUNN
Advanced Displays Corporati ADC1117 App 11/10/1992
Tax 05/14/2003

17-0076 United States JSS ADC1117 07,990,943 Pat Inactive GOODE STRICKLING
Advanced Displays Corporati ADC1117 App 12/30/1992 Abandoned
Tax

Status Report for Advanced Displays Corporation
10/29/1999

Prepared by: Standley & Gilcrest
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Country	Attorney	Client/Division	Patent #	App. #	Pub. #	Grant Dt	Status	Inventor 1
United States	OMP&P	ADC1117	5,736,922	08/653,025		Pat 04/07/1990	Granted	GOODE
						App 05/28/1996		STRICKLING
						Tax 10/07/2001		

7-0090	United States	JSS Advanced Displays Corporati	ADC1117	5,896,098	08/348,000	Pat 04/20/1999	Granted	GOODE
						App 10/09/1997		STRICKLING
						Tax 10/20/2002		

7-0090	United States	JSS Advanced Displays Corporati	ADC1117	09,256,593		Pat	Filed	GOODE
						App 02/23/1999		STRICKLING
						Tax		

7-010	United States	JSS Advanced Displays Corporati	ADC1117	5,440,324	07/998,526	Pat 08/09/1995	Granted	STRICKLING
						App 12/30/1992		GOODE
						Tax 02/08/2003		DUNK

7-011A	United States	JSS Advanced Displays Corporati	ADC1117	09,187,075		Pat	Filed	STRICKLING
						App 01/28/1994		STRICKLING
						Tax		

7-011B	United States	JSS Advanced Displays Corporati	ADC1117	5,872,553	08/557,807	Pat 02/16/1999	Granted	STRICKLING
						App 07/24/1995		STRICKLING
						Tax 08/16/2002		

7-011C	United States	JSS Advanced Displays Corporati	ADC1117	09,190,813		Pat	Filed	STRICKLING
						App 11/12/1998		STRICKLING
						Tax		

Status Report for Advanced Displays Corporation
10/29/1999

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Patent # Grant Dt.
App. # App Dt.
Pub. # Next TXM

Attorney Client/Division
Owner

Status Inventor 1
Substatus Inventor 2
Inventor 3

Patent #	Title	Country	App. #	Grant Dt.	Status	Inventor 1	Inventor 2	Inventor 3
17-012	TITLE: HIGH VISION INCLINOMETER	United States	5,467,533 00/187,832	Pat 11/21/1995 App 01/28/1994 Tax 05/21/2003	Granted	DUNN		
17-016A	TITLE: METHOD FOR COOLING A LAMP BACKLIGHTING MODULE OF A LIQUID CRYSTAL DISPLAY	United States	60/075,240	Pat App 02/19/1998 Tax	Inactive Expired	DUNN BRANNEN		
17-016B	TITLE: METHOD FOR COOLING A LAMP BACKLIGHTING MODULE OF A LIQUID CRYSTAL DISPLAY	United States	PCT/US99/03621 WO99/43014	Pat App 02/19/1999 Tax	Filed	DUNN BRANNEN		
17-016C	TITLE: METHOD FOR COOLING A LAMP BACKLIGHTING MODULE OF A LIQUID CRYSTAL DISPLAY	United States	09/251,869	Pat App 02/19/1999 Tax	Filed	DUNN BRANNEN		
17-017A	TITLE: METHOD AND APPARATUS FOR CAPPING AND GROUNDING AN ELECTRICAL CONNECTOR TO	United States	60/076,801	Pat App 03/05/1998 Tax	Inactive Expired	DUNN GOODE MOENAR		
17-017B	TITLE: METHOD AND APPARATUS FOR CAPPING AND GROUNDING AN ELECTRICAL CONNECTOR TO	United States	09/262,908	Pat App 03/05/1999 Tax	Filed	DUNN GOODE MOENAR		
17-017C	TITLE: METHOD AND APPARATUS FOR CONVERTING ANALOG SYNCHRO SIGNALS TO A SIGNAL	United States	60/072,377	Pat App 01/09/1998 Tax	Inactive Expired	GOODE SMITH, J ASHCRAFT		

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10/29/1999

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Country	Attorney	Client/Division	Patent #	App. #	Pub. #	Grant Dt.	App. Dt.	Exam. Tax	Status	Inventor 1	Inventor 2	Inventor 3
United States	JSS Advanced Displays Corporati	ADC1117 Advanced Displays Corporati	09/227,456			Pat App 01/08/1999 Tax	Filed		GOODE SMITH, J ASHCRAFT			
Patent Cooperation Treaty	JSS Advanced Displays Corporati	ADC1117 Advanced Displays Corporati	PCT/US99/00469 WO99/35604			Pat App 01/08/1999 Tax	Filed		GOODE SMITH, J ASHCRAFT			
United States	JSS Advanced Displays Corporati	ADC1117 Advanced Displays Corporati	60/070,950			Pat App 01/09/1998 Tax	Inactive Expired		GOODE CLELAND BRANNEN			
United States	JSS Advanced Displays Corporati	ADC1117 Advanced Displays Corporati	09/227,904			Pat App 01/08/1999 Tax	Filed		GOODE CLELAND BRANNEN			