

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Rockwell Science Center, LLC	03/30/2000
RECEIVING PARTY DATA	
Name:	Rockwell Technologies, LLC
Street Address:	P.O. Box 1085, Mail Code A5
City:	Thousand Oaks
State/Country:	CALIFORNIA
Postal Code:	91358
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	5557434
Patent Number:	5589963
Patent Number:	5638197
Patent Number:	5986734
Patent Number:	6208955
Patent Number:	6320634
CORRESPONDENCE DATA	
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NAME OF SUBMITTER:

Jennifer Vandenplas

Total Attachments: 3

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INTELLECTUAL ASSET ASSIGNMENT AGREEMENT

*This Intellectual Asset Assignment Agreement ("this Agreement") is made as of March 30, 2000 ("Effective Date"), by and between **ROCKWELL SCIENCE CENTER, LLC**, a limited liability company organized and existing under the laws of the State of Delaware and having its principal place of business in the State of California ("RSC"), and **ROCKWELL TECHNOLOGIES, LLC**, a limited liability company organized and existing under the laws of the State of Delaware and having its principal place of business in the State of California ("RTL").*

Whereas, RSC is the owner of intellectual assets and trademarks;

Whereas, RTL desires to acquire certain intellectual assets from RSC; and

Now, therefore, in consideration of the foregoing and the mutual promises hereinafter set forth, the parties agree as follows:

1. DEFINITIONS

As used in this Agreement, the following terms have the meanings indicated:

1.1 General. The terms set forth in quotation marks above shall have the meanings ascribed to them above. RSC and RTL may be referred to herein either individually as a "Party" or collectively as "Parties" to this Agreement, as the context may require.

1.2 "Patents" shall mean all patents (including utility and design patents, industrial designs, and utility models), patent applications, and patent and invention disclosures, and all other rights of inventorship, worldwide, together with all reissuances, continuations, continuations-in-part, divisions, revisions, supplementary protection certificates, extensions, and re-examinations thereof.

1.3 "Trademarks" shall mean all registered and unregistered trademarks, service marks, trade names, including corporate names and logos, trade dress, and common law trademarks, worldwide, and all trademark and service mark registrations and applications, and extensions and renewals therefor, and the right to apply for any of the foregoing.

1.4 "Intellectual Assets" shall mean all codified intangible assets, including but not limited to intellectual property such as: (a) the Patents; (b) all copyrights, registered or unregistered, in all works of authorship, published or unpublished (including all graphics standards manuals, product manuals, operating manuals, service manuals, parts manuals, catalogs, advertisements, promotional materials, and computer programs), and all copyright registrations and applications to register copyrights, worldwide, and any rights to secure

renewals thereof; (c) all mask works and semiconductor chip rights, worldwide, and all applications, registrations, and renewals thereof; (d) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all trade secrets and confidential business and technical information (including ideas, research and development, know-how, formulas, technology, compositions, manufacturing and production processes, techniques, and specifications, technical data, engineering, production and other designs, plans, drawings, engineering notebooks, industrial models, software specifications, financial, marketing, and business data, pricing and cost information, business and marketing plans, and customer and supplier lists and information); (e) all rights in computer and electronic data, data processing programs, documentation and software, both source code and object code (including flow charts, diagrams, descriptive texts and programs, computer print-outs, underlying tapes, computer databases, and similar items), computer applications and operating programs; (f) all rights to sue for and remedies against past, present, and future infringements of any or all of the foregoing, and rights of priority and protection of interests therein under the laws of any jurisdiction worldwide; and (g) all other intangible assets that are necessary for the production and sale of RSC's products and services.

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2. GRANT

2.1 Assignment. RSC hereby transfers, assigns, and conveys to RTL all of RSC's right, title, and interest in and to the Intellectual Assets owned by RSC as of the Effective Date

2.4 Cooperation. The Parties agree to execute any additional documents and take any further actions as may be necessary to effectuate the purposes of this Agreement including, but not limited to, any document useful or necessary for the recordation of the assignment of Patents contemplated hereunder.

3. MISCELLANEOUS

Governing Law. This Agreement shall be governed and construed in all respects in accordance with the laws of the State of California as they apply to a contract entered into and performed in that State.

In Witness Whereof, the Parties have caused this Agreement to be executed by their duly authorized representatives, effective as of the date and year first written above.

ROCKWELL SCIENCE CENTER, LLC

By: 

(Signature)

William J. Calise, Jr.

(Printed Name)

Secretary

(Title)

(Date)

ROCKWELL TECHNOLOGIES, LLC

By: 

(Signature)

T. H. Izen

(Printed Name)

President

(Title)

(Date)