

# PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
SCA Technica Inc.	08/22/2007
RECEIVING PARTY DATA	
Name:	Objective Interface Systems Inc.
Street Address:	13873 Park Center Road, Suite 360
City:	Herndon
State/Country:	VIRGINIA
Postal Code:	20171-3247
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	10991254
CORRESPONDENCE DATA	
Fax Number:	(202)344-8300
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	202-344-4045
Email:	rsbabayi@venable.com
Correspondent Name:	Robert S. Babayi
Address Line 1:	575 7th St. N.W.
Address Line 2:	Venable LLP
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004
ATTORNEY DOCKET NUMBER:	43245-250401
NAME OF SUBMITTER:	Robert Babayi
<p>Total Attachments: 6</p> <p>source=Executed patent purchase agreement#page1.tif</p> <p>source=Executed patent purchase agreement#page2.tif</p> <p>source=Executed patent purchase agreement#page3.tif</p> <p>source=Executed patent purchase agreement#page4.tif</p>	

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**PATENT**  
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### **ASSET PURCHASE AGREEMENT**

This purchase agreement ("Agreement") is effective as of August 22, 2007 (the "Effective Date"), by and between Objective Interface Systems, Inc. (OIS), a Delaware corporation with its principal place of business at 13873 Park Center Road, Suite 360, Herndon, Virginia (Purchaser), and SCA Technica Inc., a New Hampshire corporation with its principal place of business at 17 Port Chester Drive, Nashua, New Hampshire (Seller).

**WHEREAS**, the Seller desires to sell and the Purchaser desires to purchase the Asset identified below for the Consideration set forth herein;

**NOW THEREFORE**, in consideration of the representations, warranties and covenants contained in this Agreement and other consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **CLOSING.** The closing of this Agreement ( the Closing ) will take place as soon as the Consideration set forth in this Agreement is paid to the Seller and the executed Assignment set forth in Attachment (B) of this Agreement is delivered to the Purchaser.
2. **ASSET.** The Asset purchased under this Agreement shall be any and all rights, in the US and abroad, to the inventions, ideas and technologies disclosed and/or embodied in the US Patent Application No. 10/991,254 (Patent Application), which is published as US Publication No. 2005/0108382.
3. **CONSIDERATION.** The Consideration paid by Purchaser to Seller for the Asset under this Agreement shall be:
  - (a) Seventy Five Thousand Dollars (U.S. \$75,000), and
  - (b) Fifty Thousand Dollars (U.S. \$50,000) OIS ORBexpress<sup>®</sup> Purchase Credit delivered in Attachment (A) of this Agreement.
4. **ASSET TRANSFER AND GRANT OF RIGHTS.** Upon and as soon as payment and delivery of Consideration set forth above by the Purchaser, the Seller hereby sells, assigns, and transfers to the Purchaser the entire right, title, and interest in and to the Asset (defined in Section 2.0), including without limitation any and all improvements of the inventions disclosed and/or claimed in the Patent Application, and including all divisional, continuing, substitute, renewal, reissue, re-examination and all other applications for patent which have been or shall be filed in the United States and all foreign countries with respect to the inventions, and all original and reissued patents which have been or shall be issued in the United States and all foreign countries with respect to inventions, ideas and technologies embodied in the Patent Application, including the right to sue and recover damages for past, current or future infringements,

for the United States and all foreign countries of the patent claims being assigned/purchased hereby.

**5. WARRANTIES**

(A) The Seller warrants that it possess all the rights and title to convey the Asset under this Agreement.

(B) The Sellers warrants that no assignment, grant, mortgage, license, or other agreement affecting the rights in the Asset has been or will be made to others.

(C) The Seller warrants that the Patent Application is currently in force and the Seller has not acted in any manner that jeopardizes any rights therein.

(D) The Seller warrants that to its knowledge there are no defects in the prosecution of the Patent Application and all duties of disclosure owed to the USPTO (or equivalent patent authority anywhere in the world) have been fulfilled and that there has been no fraud or inequitable conduct during the prosecution of the Patent Application.

(E) The Seller warrants that there are no licenses, sublicenses or agreements granting any rights to any party other than the Purchaser with respect to the Patent Application.

(F) The Seller warrants that valid written assignments have been obtained from all those who contributed to the creation or development of the rights granted under this Agreement.

**6. SELLER OBLIGATIONS AFTER CLOSING:**

At the Purchaser's expense, the Seller agrees to be obligated to perform the following after the Closing:

(A) The Seller agrees to fully cooperate with the Purchaser to perfect any and all patent rights in the invention disclosed in the Patent Application as soon as reasonably requested to do so by the Purchaser.

(B) The Seller agrees to execute all documents necessary for perfecting any and all patent rights in the invention disclosed in the Patent Application as soon as reasonably requested to do so by the Purchaser, including the Assignment set forth in Attachment (B) of this agreement.

(C) The Seller agrees to fully cooperate with the Purchaser for enforcing rights in any patent that issues based on the invention, ideas and/or technologies disclosed in the Patent Application as soon as reasonably requested to do so by the Purchaser.

(E) The Seller agrees to cooperate and testify in legal proceedings, sign all lawful papers and in general perform all lawful acts reasonably necessary or proper to aid the Purchaser in obtaining, maintaining, defending and enforcing all lawful intellectual property rights contained in the Asset.

7. **Entire Agreement.** The terms and conditions set forth in this Agreement, and the Attachments attached hereto constitute the entire agreement between the parties with respect to the subject matter hereof, and supersede all previous and contemporaneous agreements and understandings, whether oral or written, between the Parties with respect to the subject matter hereof.

8. **No Implied Partnership.** Nothing herein shall constitute or be deemed to constitute a joint venture, association, partnership, agency or other relationship between the parties or to impose any obligation or liability upon either of the parties based on such relationship.

9. **Freedom of Action.** Nothing in this Agreement shall be construed as prohibiting or restricting either party from independently developing, having developed independently, acquiring, licensing, distributing or marketing products, services and other materials.

10. **Governing Law.** The laws of the Commonwealth of Virginia (irrespective of its choice of law principles) govern the validity of this Agreement, the construction of its terms and the interpretation and enforcement of the rights and duties of the parties.

IN WITNESS WHEREOF, the Parties have caused this AGREEMENT to be executed by their duly authorized representatives.

Objective Interface Systems Inc.

Signature

R. William Beckwith

Printed Name

CEO & CTO

Title

Date

8/22/07

SCA Technica

Signature

Dr. David Murotake

Printed Name

President

Title

Date

8/22/07

## Attachment (A)

**ORBexpress® Purchase Credit**

In consideration of the rights granted under Asset Purchase Agreement executed currently with this ORBexpress® Purchase Credit, Objective Interface Systems, Inc. (OIS) hereby grants SCA Technica, Inc. Fifty Thousand Dollars (U.S. \$50,000) worth of credit towards purchase of licenses and maintenance services from OIS in connection with the ORBexpress® FPGA software.

Objective Interface Systems Inc.

\_\_\_\_\_  
Signature



Printed Name: R. William Beckwith

Title: OIS CEO

Date: 8/22/07

## Attachment (B)

## WORLDWIDE ASSIGNMENT

Page 1 of 2

WHEREAS, SCA Technica Inc., a New Hampshire corporation with its principal place of business at 17 Port Chester Drive, Nashua, New Hampshire (hereinafter referred to as the Assignor), is the owner of a certain improvement relating to LIGHTWEIGHT, HIGH PERFORMANCE, REMOTE RECONFIGURABLE COMMUNICATIONS TERMINAL ARCHITECTURE, which said Assignor has caused an application for United States Letters Patent to be prepared,

☐ the inventors' declaration for said application being executed concurrently with the execution of this instrument; said

application to be filed in the United States Patent and Trademark Office.

☒ said application having been filed in the United States Patent and Trademark Office on Nov. 17, 2004, as Application Number 10/991,254.

☐ said application having been filed under the Patent Cooperation Treaty on \_\_\_\_\_, Application No. \_\_\_\_\_, the United States of America being designated.

AND WHEREAS Objective Interface Systems, Inc., hereinafter referred to as the Assignee, is desirous of acquiring the entire right, title, and interest in and to said application, including any and all divisions and continuations thereof, and in and to said invention and any and all patents which may be granted therefore, including any and all renewals, reissues, and prolongations thereof,

NOW THIS WITNESSETH, that for and in consideration of One Dollar (\$1.00), and other good and valuable consideration paid by said Assignee to said Assignor, the receipt of which is hereby acknowledged, said Assignor hereby assigns, sells, and transfers to said Assignee, and said Assignee's successors and assigns, the entire and exclusive right, title, and interest worldwide in and to said application, including any and all divisions and continuations thereof, and in and to said invention and any and all patents which may be granted therefor, including any and all renewals, reissues, and prolongations thereof; said Assignee, and said Assignee's successors and assigns, to have, hold, exercise, and enjoy the said application, including any all divisions and continuations thereof, and the said invention and any all patents which may be granted therefor, including any and all renewals, reissues, and prolongations thereof, with all the rights, powers, privileges, and advantages in any way arising from or appertaining thereto, for and during the term or terms of any and all such patents when granted, including any and all renewals, reissues, and prolongations thereof, for the use and benefit of said Assignee, and said Assignee's successors and assigns, in as ample and beneficial a manner as the said Assignor might or could have held and enjoyed the same if this Assignment had not been made.

AND said Assignor hereby agrees to perform, upon the request of said Assignee or said Assignee's successors or assigns, any and all acts relating to the obtaining or to the asserting of said patents, including any and all renewals, reissues, and prolongations thereof.

AND said Assignor authorizes and requests the Commissioner of Patents and Trademarks to issue the Letters Patent on said application, and on any and all divisions and continuations thereof, to said Assignee, and said Assignee's successors and assigns, in accordance herewith.

IN WITNESS WHEREOF, each individual collectively referred to as Assignor has caused this Assignment to be executed.

EXECUTED this 22nd day of August, 2007.

For ASSIGNOR: SOA Technica Inc.

Signature: 

Name: Dr. David Murotake

Title: President

WITNESS:

Signature: 

Name: Mr. Mark Van Fleet

Address: 506 Luther Rd.  
Shen Bunnie, MD 21061

WITNESS:

Signature: 

Name: Joe G. Thompson

Address: 1602 Greenbridge Court  
Renton, VA 20150