

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	CHANGE OF NAME
CONVEYING PARTY DATA	
Name	Execution Date
Optical Air Data Systems, LP	06/21/2004
RECEIVING PARTY DATA	
Name:	Optical Air Data Systems, LLC
Street Address:	10781 James Payne Court
City:	Manassas
State/Country:	VIRGINIA
Postal Code:	20110
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	6614510
Patent Number:	6757467
Application Number:	10257289
CORRESPONDENCE DATA	
Fax Number:	(202)835-1755
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	202-835-1111
Email:	CClark@clarkbrody.com
Correspondent Name:	Conrad J. Clark
Address Line 1:	1090 Vermont Avenue, NW
Address Line 2:	Suite 250
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005
ATTORNEY DOCKET NUMBER:	11034-3, 11034-4, 11034-6
NAME OF SUBMITTER:	Conrad J. Clark
Total Attachments: 4 source=Change of Name#page1.tif	

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**COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION
ARTICLES OF ORGANIZATION FOR CONVERSION OF PARTNERSHIP TO
LIMITED LIABILITY COMPANY**

Article I. Partnership Name. The name of the Limited Partnership is OPTICAL AIR DATA SYSTEMS, L.P.

Article II. Previous Filing. The initial Certificate of Limited Partnership was filed with the State Corporation Commission on March 6, 2000.

Article III. Name. The name of the Limited Liability Company is OPTICAL AIR DATA SYSTEMS, LLC (the Company).

Article IV. Registered Office and Agent. The initial registered office is located within the City of Manassas at 9403 Grant Avenue, Manassas, Virginia 20110. The Company's agent for service of process shall be Tracy C. Hudson, 9403 Grant Avenue, Manassas, Virginia 20110, a resident of Virginia and a member in good standing of the Virginia State Bar.

Article V. Principal Office. The address of the principal office where the records will be maintained in accordance with the Act shall be 10531 Terminal Road, Manassas, Virginia 20110.

Article VI. Limitation of Liability and Indemnification.

a. Limitation of Liability. No Member of the Company shall be liable to the Company or its Members for monetary damages with respect to any transaction, occurrence, or course of conduct in any action brought by the Company its Members or on behalf of its Members.

b. Indemnification. The Company shall indemnify any liability other than liability incurred as a result of willful misconduct or a knowing violation of the law that was incurred by any person who was or is a party to any action brought by or on behalf of the Members of the Company if the person was:

- i. a Member of the Company; or
- ii. serving as a director, officer, employee, or agent at the request of the Company.

The Members may, by a majority vote of disinterested Members, enter into a contract to indemnify any Member in any action arising from any act or omission, whether occurring before or after the execution of such contract. A disinterested Member is any Member not listed as a party in the application for indemnification to the Company.

c. Applicability. The provisions of this Article shall be applicable to all actions commenced after the adoption of these Articles by the Members of the Company, arising from any act or omission whether occurring before or after the adoption. Amendment or repeal of this Article shall have no effect on the rights provided under this Article to acts or omissions occurring before the amendment or repeal. The Company shall promptly take all actions, and make all determinations, as shall be necessary or appropriate to comply with its obligation to make any indemnity under this Article.

d. Expenses. The Company shall pay for or reimburse the reasonable expenses incurred by any applicant who is a party to an action if the applicant furnishes the Company:

- i. a written statement of the applicant's good-faith belief that he or she has not engaged in any willful misconduct or knowing violation of the criminal law; and
- ii. a written promise, executed personally or on the applicant's behalf, to repay the advance if it is ultimately determined that he or she did in fact engage in willful misconduct or a knowing violation of the law.

This promise shall be an unlimited general obligation of the applicant, but it does not need to be secured and may be accepted by the Company without reference to financial ability to make repayment. Authorizations of payments under this paragraph shall be made by the Members by a majority vote of disinterested Members.

e. Additional Indemnities. The Members, by a majority vote of disinterested Members, may cause the Company to indemnify or contract to indemnify any liability other than liability incurred as a result of willful misconduct or a knowing violation of the law that was incurred by any person not specified in paragraphs 4(a) and 4(b) who was, is or may become a party to any action because:

- i. the person is or was an employee or agent of the Company; or
- ii. the person is serving in any other capacity at the request of the Company.

The provisions of paragraphs 4(c) and 4(d) shall apply to any indemnification provided under this paragraph.

f. Insurance. The Company may purchase and maintain insurance to indemnify it against the whole or any portion of the liability assumed in accordance with this Article. The Company may also procure insurance, in amounts determined by the Members, on behalf of any person who is either:

- i. a Member of the Company; or

- ii. serving in any other capacity at the request of the Company.

This insurance may indemnify against any asserted or incurred liability regardless of whether the Company has the power to indemnify a person against such liability under the provisions of this Article.

Article VII. Manager-Managed Company. The Company shall be a "manager-managed limited liability company" within the meaning of the Act, and no member of the Company, solely by reason of such member's membership in the Company, shall be considered or relied upon to be an agent of the Company for the purpose of binding the Company with respect to any transaction or other obligation whatsoever. Further, the Company's Operating Statement adopted contemporaneously with these Articles provides that, in general, the Company's business and affairs shall be managed by a Board of Managers, consisting of all the managers, and that the approval of a majority of the managers serving on the Board of Managers from time to time shall be necessary to take action on behalf of the Company. Accordingly, no manager, employee, or other person, solely by reason of serving in the capacity of a manager, employee, or otherwise with the Company, shall be considered or relied upon to be an agent of the Company for the purpose of binding the Company to any transaction or other obligation whatsoever.

Article VIII. Written Operating Statement. Any operating statement and amendments or restatements thereof entered into by the Members of the Company shall be in writing. No oral agreement among any of the Members of the Company shall constitute any portion or interpretation of any written Operating Agreement of the Company.

Dated: June 21, 2004.

OPTICAL AIR DATA SYSTEMS, INC.
General Partner of Optical Air Data Systems,
L.P., the converting limited partnership

By:


Philip F. Rogers
President

Commonwealth of Virginia



STATE CORPORATION COMMISSION

Richmond, June 24, 2004

This is to certify that the certificate of organization of

OPTICAL AIR DATA SYSTEMS, LLC

was this day issued and admitted to record in this office and that the said limited liability company is authorized to transact its business subject to all Virginia laws applicable to the company and its business. Effective date: June 24, 2004



State Corporation Commission

Attest:

Joel H. Beck
Clerk of the Commission