

PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Raytheon Company	03/09/2009
RECEIVING PARTY DATA	
Name:	Surmet, Corp
Street Address:	31B Street
City:	Burlington
State/Country:	MASSACHUSETTS
Postal Code:	01803
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	4481300
Patent Number:	4520116
Patent Number:	4686070
Patent Number:	4720362
Patent Number:	5135814
Application Number:	09618741
CORRESPONDENCE DATA	
Fax Number:	(508)447-7234
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	508 477 4311
Email:	sharkansky@comcast.net
Correspondent Name:	Richard M.I Sharkansky
Address Line 1:	PO BOX 557
Address Line 4:	Mashpee, MASSACHUSETTS 02649
ATTORNEY DOCKET NUMBER:	SURMET

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PATENT  
REEL: 022597 FRAME: 0258

NAME OF SUBMITTER:

Richard M. Sharkansky

Total Attachments: 5

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## INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT is from Raytheon Company, a corporation organized under the laws of the State of Delaware and located at 870 Winter Street, Waltham, MA 02451 (the "Assignor") to Surmet, Corp., a corporation organized under the laws of the Commonwealth of Massachusetts and located at 31 B Street, Burlington, MA 01803 (the "Assignee").

### WITNESSETH:

Whereas, for good and valuable consideration and pursuant to a certain Agreement dated as of March 9, 2009 (the "P&S Agreement") by and among the Assignor, Assignee, Surmet Business Trust, a Massachusetts business trust, and Suri A. Sastri, and upon the terms and conditions set forth below, Assignor desires to assign its rights, title, and interest with respect to certain intellectual property described on Schedule A attached hereto (the "Intellectual Property") to Assignee, and Assignee desires to accept such assignment.

NOW, THEREFORE, in consideration of the transactions contemplated by the Agreement and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment. Subject to certain licenses granted to Assignor and its affiliates as set forth in the P&S Agreement, Assignor hereby assigns and transfers unto Assignee, its successors, heirs and assigns all of Assignor's right, title and interest in and to the Intellectual Property
2. Further Assurances. Assignor will execute any all additional documents that may be reasonably necessary for Assignee to perfect the assignment of rights set forth herein and to record the assignment provided for herein in applicable government offices.
3. Governing Law. All questions concerning the construction, validity and interpretation of this assignment and the performance of the obligations imposed by this assignment shall be governed by the internal law, not the law of conflicts, of the Commonwealth of Massachusetts.

RPB

IN WITNESS WHEREOF, Assignor has caused this assignment to be executed by its duly authorized representative as of the date set forth below.

# RAYTHEON COMPANY

By: *[Signature]*

Name: F. Kinsey Haffner

Title: Vice President, Intellectual Property  
& Licensing

Commonwealth of Massachusetts

County of Middlesex \_\_\_\_\_} ss.

On this 9<sup>th</sup> day of March, 2009, before me  
Day Month Year

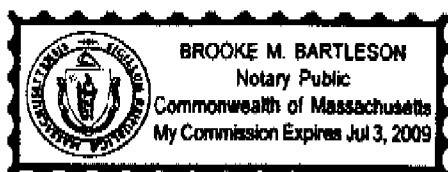
Brooke M. Bartleson, the undersigned Notary Public  
Name of Notary Public

personally appeared F. Kinsey Haffner  
Name(s) of Signer(s)

proved to me through satisfactory evidence of identity, which was

personal knowledge  
Description of Evidence of Identity

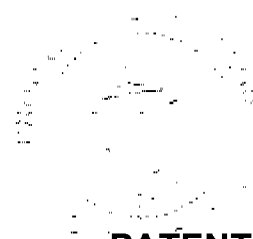
to be the person whose name was signed to the preceding or attached document in my presence, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his knowledge and belief.



Brooke M. Bartleson  
Signature of Notary Public

Brooke M. Bartleson  
Printed Name of Notary

My Commission Expires July 3, 2009



SCHEDULE A  
To  
Intellectual Property Assignment From Raytheon Company ("Raytheon") to Surmet,  
Corp. ("Surmet")

A. Patents

1. U.S. Patent No. 4,481,300; issued November 6, 1984; Aluminum Oxynitride having improved characteristics and method of manufacture; T. Harnett, R. Gentilman, E. Maguire. Raytheon Docket #84E020.
2. U.S. Patent No. 4,520,116; issued May 28, 1985; Transparent Aluminum Oxynitride and method of manufacture; R. Gentilman, E. Maguire, L. Dolhert. Raytheon Docket #84E019.
3. U.S. Patent No. 4,686,070; issued August 11, 1987; method of Producing Aluminum Oxynitride having improved optical characteristics; E. Maguire, T. Harnett, R. Gentilman. Raytheon Docket #84E021.
4. U.S. Patent No. 4,720,362; issued January 19, 1988, Transparent Aluminum Oxynitride and method of manufacture; R. Gentilman, E. Maguire, L. Dolhert. Raytheon Docket #84E019A.
5. U.S. Patent No. 5,135,814, issued August 4, 1992, Articles and method of strengthening Aluminum Oxynitride; Dekosky. Raytheon Docket #09E033.
6. Patents derived from the patent application or invention disclosures listed below.

B. Patent Application

U.S. Patent Application Serial No. 09/618,741; filed July 18, 2000; Method of making Aluminum Oxynitride, including foreign counterparts consisting of Canadian patent application No. 2,415,948; Japanese patent application No. 2002-512064; and European patent application No. 01927465.3 (having designated countries of Switzerland with Liechtenstein, Germany, France, United Kingdom and Sweden and now issued as European Patent No. 1305259) based on WPO Counterpart Application PCT/US01/40614 filed 4/26/01. Raytheon Docket #99E142.

C. Invention Disclosures

02E048 – Ceramic Armor with Improved Multi-Hit Capability (ALON);

99E139 – Nitrogen Rich ALON

99E140 – Synthesis of Aluminum Oxynitride Using Methane as a Carbon Source (ALON)

99E143 – ALON-Coated Graphite Containers and Methods for Making These Containers

02E049 – Improved Method of Heat Treat Aluminum Oxynitride Ceramic Bodies (ALON)

02E050 – Microwave Synthesis of ALON Powder

99E002 – Fabrication and Use of Aluminum Oxynitride (ALON) for Transparent Armor Applications

99E004 – Aluminum Oxynitride (ALON) Polishing Laps

99E005 – Fabrication and Use of Aluminum Oxynitride (ALON) for Non-Transparent, Ceramic Armor Applications

99E141 – Repeated Hip'ing (Hot Isostatic Pressing) of ALON to Reduce Porosity.

#### D. Technical Data

Such technical information, data, know-how, manufacturing procedures, specifications, formulations, processing techniques, improvements, modification and the like (including the disclosures of same contained in the patent application and/or invention disclosures listed above) which (i) were owned by Raytheon as of July 25, 2002, (ii) were disclosed to Surmet pursuant to or in connection with THE LICENSE AND ASSET PURCHASE AGREEMENT among Raytheon Company; Surmet, Corp.; and Surmet Business Trust dated July 25, 2002 ("LAPA"), (iii) Raytheon was free to license without accounting to others as of July 25, 2002 and (iv) relate primarily to the manufacture, processing, composition, properties and/or applications of aluminum oxynitride powder and/or of aluminum oxynitride based materials.

#### E. Copyrights

Copyrights which (i) were owned by Raytheon as of July 25, 2002, (ii) Raytheon was free to license without obligation to others as of July 25, 2002, and (iii) apply to documents containing the Technical Data described above and which were provided to Surmet pursuant to the LAPA.

*RFB*

F. Trademarks

Such rights, if any, which Raytheon may have with respect to the use of the term "ALON" as a trademark, servicemark or tradename, including U.S. Trademark Registration No. 2,554,362; Registration Date of March 26, 2002.

PRB