

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Patent Collateral Security and Pledge Agreement

CONVEYING PARTY DATA

Name	Execution Date
Kaman Corporation	09/17/2009
Kaman Aerospace Group, Inc.	09/17/2009
Kamatics Corporation	09/17/2009
Kaman Precision Products, Inc.	09/17/2009
Kaman Aerospace Corporation	09/17/2009
Kaman Aerostructures Group - Wichita, Inc.	09/17/2009
Kaman Aerostructures - Wichita, Inc.	09/17/2009
Kaman Industrial Technologies Corporation	09/17/2009
Kaman X Corporation	09/17/2009
K-MAX Corporation	09/17/2009

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Collateral Agent
Street Address:	101 N. Tryon St.
Internal Address:	Mail Code: NC1-001-15-14
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255

PROPERTY NUMBERS Total: 23

Property Type	Number
Patent Number:	4964721
Patent Number:	5457639
Patent Number:	5303084
Patent Number:	5335070
Patent Number:	5248978
Patent Number:	5241314

500965484

PATENT
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OP \$920.00 4964721

Patent Number:	5249046
Patent Number:	5442358
Patent Number:	5436791
Patent Number:	5457606
Patent Number:	6327978
Patent Number:	6223513
Patent Number:	6289661
Patent Number:	6385955
Patent Number:	5137374
Patent Number:	6729763
Application Number:	11858578
Patent Number:	7165387
Patent Number:	7536746
Patent Number:	5398294
Patent Number:	5537746
Patent Number:	5809763
Patent Number:	5851150

CORRESPONDENCE DATA

Fax Number: (617)951-8736

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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Email: shannon.mcguire@bingham.com

Correspondent Name: Shannon L. McGuire

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Address Line 2: c/o Bingham McCutchen LLP

Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:

Shannon L. McGuire

Total Attachments: 25

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PATENT COLLATERAL SECURITY AND PLEDGE AGREEMENT

PATENT COLLATERAL SECURITY AND PLEDGE AGREEMENT (this “Patent Security Agreement”) dated as of September 17, 2009, among (a) **KAMAN CORPORATION**, a Connecticut corporation (the “Company”), (b) **KAMAN AEROSPACE GROUP, INC.**, a Connecticut corporation, **KAMATICS CORPORATION**, a Connecticut corporation, **KAMAN PRECISION PRODUCTS, INC.**, a Florida corporation, **KAMAN AEROSPACE CORPORATION**, a Delaware corporation, **KAMAN AEROSTRUCTURES GROUP - WICHITA, INC.**, a Delaware corporation, **KAMAN AEROSTRUCTURES - WICHITA, INC.**, a Delaware corporation, **KAMAN INDUSTRIAL TECHNOLOGIES CORPORATION**, a Connecticut corporation, **KAMAN X CORPORATION**, a Connecticut corporation, and **K-MAX CORPORATION**, a Connecticut corporation (each a “Guarantor”, and collectively, the “Guarantors”), (c) each other party as shall from time to time become a party hereto (each such other party, the Company and the Guarantors being hereinafter referred to from time to time, individually, as a “Grantor” and, collectively, as the “Grantors”) and (d) **BANK OF AMERICA, N.A.** (“Bank of America”), as collateral agent (hereinafter, in such capacity, the “Collateral Agent”) for the Senior Secured Parties under, and as defined in, the Intercreditor Agreement, dated as of the date hereof (as amended, restated, extended, supplemented, modified and otherwise in effect from time to time, the “Intercreditor Agreement”), by and among the Revolving Loan Administrator, the Term Loan Administrator and the Collateral Agent and acknowledged by the Loan Parties (as defined in the Intercreditor Agreement) signatory thereto.

WHEREAS, (a) the Company, the Collateral Agent, the lenders party thereto from time to time (the “Revolving Loan Lenders”), Bank of America and The Bank of Nova Scotia, each as a Co-Administrative Agent for the Revolving Loan Lenders, Bank of America, as Administrator for the Revolving Loan Lenders (in such capacity, the “Revolving Loan Administrator”) and as Collateral Agent, RBS Citizens, National Association, as Syndication Agent, and certain other parties thereto from time to time, have entered into that certain Revolving Credit Agreement, dated as of the date hereof (as amended, restated, extended, supplemented, modified and otherwise in effect from time to time, the “Revolving Credit Agreement”), (b) the Guarantors have entered into a Domestic Subsidiary Guarantee pursuant to which they have Guaranteed the Obligations (as defined in the Revolving Credit Agreement), (c) the Company, the Collateral Agent, the lenders party thereto from time to time (the “Term Loan Lenders”), Bank of America and The Bank of Nova Scotia, each as a Co-Administrative Agent for the Term Loan Lenders, Bank of America, as Administrator for the Term Loan Lenders (in such capacity, the “Term Loan Administrator”) and Collateral Agent, and certain other parties thereto, have entered into that certain Amended and Restated Term Loan Credit Agreement, dated as of the date hereof (as amended, restated, extended, supplemented, modified and otherwise in effect from time to time, the “Term Loan Credit Agreement” and together with the Revolving Credit Agreement, the “Credit Agreements”), and (d) the Guarantors have entered into a Domestic Subsidiary Guarantee pursuant to which they have Guaranteed the Obligations (as defined in the Term Loan Credit Agreement);

WHEREAS, it is (i) a condition precedent to the Revolving Loan Lenders making any loans or otherwise extending credit to the Borrowers under, and as defined in, the Revolving Credit Agreement and (ii) a requirement under the Term Loan Credit Agreement that the Grantors execute and deliver to the Collateral Agent, for the benefit of the Senior Secured Parties, a patent security agreement in substantially the form hereof; and

WHEREAS, each Grantor has executed and delivered to the Collateral Agent, for the benefit of the Senior Secured Parties, a Security Agreement dated as of the date hereof (as amended, restated, extended, supplemented, modified and otherwise in effect from time to time, the "Security Agreement"), pursuant to which each Grantor has granted to the Collateral Agent, for the benefit of the Senior Secured Parties, a security interest in such Grantor's personal property and fixture assets, including without limitation the federally registered patents and patent registration applications listed on Schedule A attached hereto, all to secure the payment and performance of the Senior Obligations (as defined in the Intercreditor Agreement); and

WHEREAS, this Patent Security Agreement is supplemental to the provisions contained in the Security Agreement;

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. DEFINITIONS.

Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Intercreditor Agreement and the Security Agreement. In addition, the following terms shall have the meanings set forth in this Section 1 or elsewhere in this Patent Security Agreement referred to below:

Patent Collateral. All of each Grantor's right, title and interest in and to all of the Patents, the Patent License Rights, and all other Patent Rights, and all additions, improvements, and accessions to, all substitutions for and replacements of, and all products and Proceeds (including insurance proceeds) of any and all of the foregoing, and all books and records and technical information and data describing or used in connection with any and all such rights, interests, assets or property.

Patent License Rights. Any and all past, present or future rights and interests of any Grantor pursuant to any and all past, present and future licensing agreements in favor of such Grantor, or to which such Grantor is a party, pertaining to any Patents, or Patent Rights, owned or used by third parties in the past, present or future, including the right in the name of such Grantor or the Collateral Agent to enforce, and sue and recover for, any past, present or future breach or violation of any such agreement.

Patent Rights. Any and all past, present or future rights in, to and associated with the Patents throughout the world, whether arising under federal law, state law, common law, foreign law, or otherwise, including but not limited to the following: all such rights arising out of or associated with the Patents; the right (but not the obligation) to register claims under any federal, state or foreign patent law or regulation; the right (but not the obligation) to sue or bring

opposition or cancellation proceedings in the name of any Grantor or the Collateral Agent for any and all past, present and future infringements of or any other damages or injury to the Patents or the Patent Rights, and the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, damage or injury; and the Patent License Rights.

Patent Security Agreement. This Patent Collateral Security and Pledge Agreement, as amended and in effect from time to time.

Patents. All patents and patent applications, whether United States or foreign, that are owned by any Grantor or in which such Grantor has any right, title or interest, now or in the future, including but not limited to:

- (a) the patents and patent applications listed on Schedule A hereto (as the same may be amended pursuant hereto from time to time);
- (b) all letters patent of the United States or any other country, and all applications for letters patent of the United States or any other country;
- (c) all re-issues, continuations, divisions, continuations-in-part, renewals or extensions thereof;
- (d) the inventions disclosed or claimed therein, including the right to make, use, practice and/or sell (or license or otherwise transfer or dispose of) the inventions disclosed or claimed therein; and
- (e) the right (but not the obligation) to make and prosecute applications for such Patents.

Proceeds. Any consideration received from the sale, exchange, license, lease or other disposition or transfer of any right, interest, asset or property which constitutes all or any part of the Patent Collateral, any value received as a consequence of the ownership, possession, use or practice of any Patent Collateral, and any payment received from any insurer or other person or entity as a result of the destruction or the loss, theft or other involuntary conversion of whatever nature of any right, interest, asset or property which constitutes all or any part of the Patent Collateral.

PTO. The United States Patent and Trademark Office.

2. GRANT OF SECURITY INTEREST.

2.1. Security Interest. As collateral security for the payment and performance in full of all of the Senior Obligations, each Grantor hereby unconditionally grants to the Collateral Agent, for the benefit of the Senior Secured Parties, a continuing security interest in, and first priority lien on, the Patent Collateral, and pledges and mortgages (but does not transfer title to) the Patent Collateral to the Collateral Agent, for the benefit of the other Senior Secured Parties.

2.2. Conditional Assignment; Assignment of Marks. In addition to, and not by way of limitation of, the grant, pledge and mortgage of the Patent Collateral provided in Section 2.1, each Grantor grants, assigns, transfers, conveys and sets over to the Collateral Agent, for the benefit of the Senior Secured Parties, such Grantor's entire right, title and interest in and to the Patent Collateral; provided that such grant, assignment, transfer and conveyance shall be and become of force and effect only (i) upon or after the occurrence and during the continuance of an Event of Default and (ii) either (A) upon the written demand of the Collateral Agent at any time during such continuance or (B) immediately and automatically (without notice or action of any kind by the Collateral Agent) upon an Event of Default for which acceleration of the Loans is automatic under either Credit Agreement or upon the sale or other disposition of, or foreclosure upon, the Collateral pursuant to the Security Agreement, the Intercreditor Agreement and applicable law (including the transfer or other disposition of the Collateral by any Grantor to the Collateral Agent or its nominee in lieu of foreclosure). In addition, each Grantor has executed in blank and delivered to the Collateral Agent an assignment of federally registered patents and patent registration applications in substantially the form of Exhibit 1 hereto (the "Assignment of Patents"). Each Grantor hereby authorizes the Collateral Agent to complete as assignee and record with the PTO the Assignment of Patents upon the occurrence and during the continuance of an Event of Default and the proper exercise of the Collateral Agent's remedies under this Patent Security Agreement, the Security Agreement and the Intercreditor Agreement; provided, however, that to the extent the Event of Default that causes the assignment and transfer pursuant to this Section 2.2 to become effective has been cured and no other Default or Event of Default has occurred and is continuing, the Collateral Agent shall reassign and reconvey to the applicable Grantor any Patent Collateral of such Grantor then held by the Collateral Agent.

2.3. Excluded Patent Collateral. (a) The grant of the security interest contained in Section 2.1, and the conditional assignment contained in Section 2.2, shall not extend to, and the term "Patent Collateral" shall not include, any general intangibles, now or hereafter held or owned by any Grantor, to the extent, in each case, that (i) a security interest may not be granted by such Grantor in such general intangibles as a matter of law, or under the terms of the governing document applicable thereto, without the consent of one or more applicable parties thereto and (ii) such consent has not been obtained.

(b) The grant of the security interest contained in Section 2.1, and the conditional assignment contained in Section 2.2, shall extend to, and the term "Patent Collateral" shall include, (i) any and all proceeds of such general intangibles to the extent that such proceeds are not themselves general intangibles subject to Section 2.3(a) and (ii) upon any such applicable party or parties' consent with respect to any otherwise excluded general intangibles being obtained, thereafter such general intangibles.

(c) The provisions of Section 2.3(a) shall not apply to (i) general intangibles to the extent that the restriction on the Grantor granting a security interest therein is not effective under applicable law or (ii) payment intangibles.

2.4. Supplemental to Security Agreement. Pursuant to the Security Agreement each Grantor has granted to the Collateral Agent, for the benefit of the Senior Secured Parties, a continuing security interest in, and lien on, the Collateral (including the Patent Collateral). The

Security Agreement, and all rights and interests of the Collateral Agent in and to the Collateral (including the Patent Collateral) thereunder, are hereby ratified and confirmed in all respects. In no event shall this Patent Security Agreement, the grant, assignment, transfer and conveyance of the Patent Collateral hereunder, or the recordation of this Patent Security Agreement (or any document hereunder) with the PTO, adversely affect or impair, in any way or to any extent, the Security Agreement, the security interest of the Collateral Agent in the Collateral (including the Patent Collateral) pursuant to the Security Agreement and this Patent Security Agreement, the attachment and perfection of such security interest under the UCC (including the security interest in the Patent Collateral), or any present or future rights and interests of the Collateral Agent in and to the Collateral under or in connection with the Security Agreement, this Patent Security Agreement or the UCC. Any and all rights and interests of the Collateral Agent in and to the Patent Collateral (and any and all obligations of each Grantor with respect to the Patent Collateral) provided herein, or arising hereunder or in connection herewith, shall only supplement, and be cumulative and in addition to, the rights and interests of the Collateral Agent (and the obligations of each Grantor) in, to or with respect to the Collateral (including the Patent Collateral) provided in, or arising under, or in connection with, the Security Agreement and shall not be in derogation thereof.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS.

Each Grantor represents, warrants and covenants that: (i) Schedule A attached hereto sets forth a true and complete list of all the federally registered patents and patent registration applications now owned, licensed, controlled or used by such Grantor; (ii) the issued Patents are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and there is no litigation or proceeding pending concerning the validity or enforceability of the issued Patents; (iii) to the best of such Grantor's knowledge, each of the issued Patents is valid and enforceable; (iv) to the best of such Grantor's knowledge, there is no infringement by others of the issued Patents or Patent Rights; (v) no claim has been made that the use of any of the Patents does or may violate the rights of any third person, and to the best of such Grantor's knowledge there is no infringement by such Grantor of the patent rights of others; (vi) such Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents (other than ownership and other rights reserved by third party owners with respect to Patents which such Grantor is licensed to practice or use), free and clear of any liens, charges, encumbrances and adverse claims, including without limitation pledges, assignments, licenses, shop rights and covenants by such Grantor not to sue third persons, other than the security interest and mortgage created by the Security Agreement and this Patent Security Agreement and licenses permitted under the Credit Agreements; (vii) such Grantor has the unqualified right to enter into this Patent Security Agreement and perform its terms and will use commercially reasonable efforts to enter into written agreements with each of its present and future employees, agents, consultants, licensors and licensees which will enable it to comply with the covenants herein contained; (viii) this Patent Security Agreement, together with the Security Agreement, will create in favor of the Collateral Agent, for the benefit of the Senior Secured Parties, a valid and perfected first priority security interest in the Patent Collateral set forth on Schedule A hereto upon making the filings referred to in clause (ix) of this Section 3; and (ix) with respect to the Pledged Collateral set forth on Schedule A hereto, except for the filing of financing statements with the Secretary of States for the State of Connecticut, the State of Delaware and the State of Florida under the UCC and the filing of this Patent Security Agreement with the

PTO, no authorization, approval or other action by, and no notice to or filing with, any governmental or regulatory authority, agency or office is required either (1) for the grant by such Grantor or the effectiveness of the security interest granted hereby or for the execution, delivery and performance of this Patent Security Agreement by such Grantor, or (2) for the perfection of the liens and security interests granted hereby, or the exercise by the Collateral Agent of any of its rights and remedies hereunder.

4. NO TRANSFER OR INCONSISTENT AGREEMENTS.

Without the Collateral Agent's prior written consent and except for licenses of the Patent Collateral in the ordinary course of each Grantor's business consistent with its past practices, and except as permitted by the Credit Agreements, no Grantor will (i) mortgage, pledge, assign, encumber, grant a security interest in or lien on, transfer, license or alienate any of the Patent Collateral, or (ii) enter into any agreement (for example, a license agreement) that is inconsistent with such Grantor's obligations under this Patent Security Agreement or the Security Agreement.

5. AFTER-ACQUIRED PATENTS, ETC.

5.1. After-acquired Patents. If, before the Senior Obligations shall have been indefeasibly and finally paid and satisfied in full in cash or if there shall exist any commitment or obligation of the Senior Secured Parties under any Loan Document (as defined in each Credit Agreement), any Grantor shall obtain any right, title or interest in or to any other or new patents, patent applications or patentable inventions, or become entitled to the benefit of any patent application or patent or any reissue, division, continuation, renewal, extension, or continuation-in-part of any of the Patent Collateral or any improvement on any of the Patent Collateral, the provisions of this Patent Security Agreement shall automatically apply thereto and such Grantor shall promptly give to the Collateral Agent notice thereof in writing and execute and deliver to the Collateral Agent such documents or instruments as the Collateral Agent may reasonably request further to grant a security interest therein to the Collateral Agent, for the benefit of the Senior Secured Parties.

5.2. Amendment to Schedule. Each Grantor authorizes the Collateral Agent to modify this Patent Security Agreement and the Assignment of Patents, without the necessity of any Grantor's further approval or signature, by amending Schedule A and the Annex to the Assignment of Patents hereto to include any future or other federally registered Patents or registration applications thereof under Section 2 or Section 5 hereof.

6. PATENT PROSECUTION.

6.1. Grantors Responsible. Each Grantor shall assume full and complete responsibility for the prosecution, grant, enforcement or any other necessary or desirable actions in connection with the Patent Collateral, and shall hold the Collateral Agent and the other Senior Secured Parties harmless from any and all costs, damages, liabilities and expenses which may be incurred by the Collateral Agent or any of the other Senior Secured Parties in connection with the Collateral Agent's security interest in any of the Patent Collateral or any other action or failure to act in connection with this Patent Security Agreement or the transactions contemplated hereby.

6.2. Grantors' Duties, etc. Each Grantor shall have the right and the duty to prosecute diligently any patent applications of the Patents pending as of the date of this Patent Security Agreement or thereafter, to make application for unpatented but reasonably patentable inventions and to preserve and maintain all rights in the Patents, including without limitation the payment when due of all maintenance fees and other fees, taxes and other expenses which shall be incurred or which shall accrue with respect to any of the Patents, in each case, in a commercially reasonable manner to the extent that such Grantor, in the exercise of its reasonable business judgment based upon the circumstances then existing, deems warranted. No Grantor may abandon any filed patent registration application or any Patent unless such abandonment is in a commercially reasonable manner consistent with such Grantor's reasonable business judgment based upon the circumstances then existing. Any expenses incurred in connection with such applications and actions shall be borne by such Grantor.

6.3. Grantors' Enforcement Rights. Each Grantor shall have the right and the duty to bring suit or other action in such Grantor's own name to enforce the Patents and the Patent Rights, in each case, in a commercially reasonable manner to the extent that such Grantor, in the exercise of its reasonable business judgment based upon the circumstances then existing, deems warranted. The Collateral Agent shall be required to join in such suit or action as may be necessary to assure such Grantor's ability to bring and maintain any such suit or action in any proper forum so long as the Collateral Agent is completely satisfied that such joinder will not subject the Collateral Agent or any of the Senior Secured Parties to any risk of liability. Each Grantor shall promptly, upon demand, reimburse and indemnify the Collateral Agent and the Senior Secured Parties for all damages, costs and expenses, including reasonable legal fees, incurred by the Collateral Agent and any of the Senior Secured Parties pursuant to this Section 6.3.

6.4. Protection of Patents, etc. In general, each Grantor shall take any and all such actions (including but not limited to institution and maintenance of suits, proceedings or actions) as may be necessary or appropriate to properly maintain, protect, preserve, care for and enforce the Patent Collateral, in each case, in a commercially reasonable manner to the extent that such Grantor, in the exercise of its reasonable business judgment based upon the circumstances then existing, deems warranted. Subject to Section 6.2, no Grantor shall take or fail to take any action, nor permit any action to be taken or not taken by others under its control, which would affect the validity, grant or enforcement of any of the Patent Collateral.

6.5. Notification by Grantors. Promptly upon obtaining knowledge thereof, the Grantors will notify the Collateral Agent in writing of the institution of, or any final adverse determination in, any proceeding in the PTO or any similar office or agency of the United States or any foreign country, or any court, regarding the validity of any material portion of the Patents or any Grantor's rights, title or interests in and to any material portion of the Patent Collateral, and of any event which does or reasonably could materially adversely affect the value of any material portion of the Patent Collateral, the ability of any Grantor or the Collateral Agent to dispose of any material portion of the Patent Collateral or the rights and remedies of the Collateral Agent and the Senior Secured Parties in relation thereto (including but not limited to the levy of any legal process against any of the Patent Collateral).

7. REMEDIES.

If any Event of Default shall have occurred and be continuing, then at the discretion of the Collateral Agent, or upon instructions by the requisite Lenders, as provided for in the relevant provision of the Intercreditor Agreement or, if the Intercreditor Agreement has been terminated, as provided for in the relevant provisions of the applicable Credit Agreement, and upon notice by the Collateral Agent to any Grantor, the Collateral Agent shall have, in addition to all other rights and remedies given it by this Patent Security Agreement (including, without limitation, those set forth in Section 2.2), the Intercreditor Agreement, the Security Agreement, and the other Loan Documents (as defined in each Credit Agreement), those allowed by law and the rights and remedies of a secured party under the UCC and, without limiting the generality of the foregoing, the Collateral Agent may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to any Grantor, all of which are hereby expressly waived, and without advertisement, sell or license at public or private sale or otherwise realize upon the whole or from time to time any part of the Patent Collateral, or any interest which any Grantor may have therein, and after deducting from the proceeds of sale or other disposition of the Patent Collateral all expenses incurred by the Collateral Agent in enforcing its rights and remedies under this Patent Security Agreement (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds toward the payment of the Senior Obligations, subject to the terms of the Intercreditor Agreement, in accordance with Section 8.03 of each Credit Agreement. Notice of any sale, license or other disposition of any of the Patent Collateral shall be given to the Grantors at least ten (10) Business Days before the time that any intended public sale or other disposition of such Patent Collateral is to be made or after which any private sale or other disposition of such Patent Collateral may be made, which each Grantor hereby agrees shall be reasonable notice of such public or private sale or other disposition. At any such sale or other disposition, the Collateral Agent may, to the extent permitted under applicable law, purchase or license the whole or any part of the Patent Collateral or interests therein sold, licensed or otherwise disposed of.

8. COLLATERAL PROTECTION.

If any Grantor shall fail to do any act that it has covenanted to do hereunder, or if any representation or warranty of such Grantor shall be breached in any material respect, the Collateral Agent, in its own name or that of such Grantor (in the sole discretion of the Collateral Agent), may (but shall not be obligated to) do such act or remedy such breach (or cause such act to be done or such breach to be remedied), and each Grantor jointly and severally agrees promptly to reimburse the Collateral Agent for any cost or expense incurred by the Collateral Agent in so doing.

9. POWER OF ATTORNEY.

Each Grantor does hereby make, constitute and appoint the Collateral Agent (and any officer or agent of the Collateral Agent as the Collateral Agent may select in its exclusive discretion) as such Grantor's true and lawful attorney-in-fact, with full power of substitution and with the power, to the extent permitted by applicable law, to endorse such Grantor's name on all applications, documents, papers and instruments necessary for the Collateral Agent to use any of the Patent Collateral, to practice, make, use or sell the inventions disclosed or claimed in any of

the Patent Collateral, to grant or issue any exclusive or nonexclusive license of any of the Patent Collateral to any third person, or to take any and all actions necessary for the Collateral Agent to assign, pledge, convey or otherwise transfer title in, or dispose of, the Patent Collateral or any part thereof or interest therein to any third person, and, in general, to execute and deliver any instruments or documents and do all other acts that such Grantor is obligated to execute and do hereunder; provided that the Collateral Agent (and any such aforesaid officer or agent of the Collateral Agent) shall only take such actions as such Grantor's attorney-in-fact upon the occurrence and continuance of an Event of Default. Each Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof, and releases the Collateral Agent from any claims, liabilities, causes of action or demands arising out of, or in connection with, any action taken or omitted to be taken by the Collateral Agent under this power of attorney (except for the Collateral Agent's gross negligence or willful misconduct or any gross negligence or willful misconduct of any such aforesaid officer or agent of the Collateral Agent). This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Patent Security Agreement.

10. FURTHER ASSURANCES.

Each Grantor shall, at any time and from time to time, and at its expense, make, execute, acknowledge and deliver, and file and record as necessary or appropriate with governmental or regulatory authorities, agencies or offices, such agreements, assignments, documents and instruments, and do such other and further acts and things (including, without limitation, obtaining consents of third parties), as the Collateral Agent may reasonably request or as may be necessary or appropriate in order to implement and effect fully the intentions, purposes and provisions of this Patent Security Agreement, or to assure and confirm to the Collateral Agent the grant, perfection and priority of the Collateral Agent's security interest in any of the Patent Collateral.

11. COURSE OF DEALING.

No course of dealing among the Grantors, the Senior Secured Parties and the Collateral Agent, nor any failure to exercise, nor any delay in exercising, on the part of the Collateral Agent or any of the Senior Secured Parties, any right, power or privilege hereunder or under the Security Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. EXPENSES.

Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by the Collateral Agent in connection with the preparation of this Patent Security Agreement and all other documents relating hereto, the consummation of the transactions contemplated hereby or the enforcement hereof, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving any of the Patent Collateral, or in defending or

prosecuting any actions or proceedings arising out of, or related to, any of the Patent Collateral, shall be borne and paid by the Grantors, such liability is to be borne jointly and severally.

13. OVERDUE AMOUNTS.

Until paid, all amounts due and payable by any Grantor hereunder shall be a debt secured by the Patent Collateral and other Collateral and shall bear, whether before or after judgment, interest at the Default Rate.

14. NO ASSUMPTION OF LIABILITY; INDEMNIFICATION.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NEITHER THE COLLATERAL AGENT NOR ANY OTHER SENIOR SECURED PARTY ASSUMES ANY LIABILITIES OF ANY GRANTOR WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING SUCH GRANTOR'S OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE PATENT COLLATERAL OR ANY PRACTICE, USE, LICENSE OR SUBLICENSE THEREOF, OR ANY PRACTICE, MANUFACTURE, USE OR SALE OF ANY OF THE INVENTIONS DISCLOSED OR CLAIMED THEREIN, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE. ALL OF SUCH LIABILITIES SHALL BE EXCLUSIVELY BORNE BY THE GRANTORS, AND THE GRANTORS SHALL JOINTLY AND SEVERALLY INDEMNIFY THE COLLATERAL AGENT AND THE OTHER SENIOR SECURED PARTIES FOR ANY AND ALL COSTS, EXPENSES, DAMAGES AND CLAIMS, INCLUDING REASONABLE LEGAL FEES, INCURRED BY THE COLLATERAL AGENT OR ANY OTHER SENIOR SECURED PARTY WITH RESPECT TO SUCH LIABILITIES.

15. RIGHTS AND REMEDIES CUMULATIVE.

All of the Collateral Agent's and the Senior Secured Parties' rights and remedies with respect to the Patent Collateral, whether established hereby or by the Security Agreement or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. This Patent Security Agreement is supplemental to the Security Agreement, and nothing contained herein shall in any way derogate from any of the rights or remedies of the Collateral Agent and the Senior Secured Parties contained therein. Nothing contained in this Patent Security Agreement shall be deemed to extend the time of attachment or perfection of or otherwise impair the security interest in any of the Patent Collateral granted to the Collateral Agent for the benefit of the Senior Secured Parties and the Collateral Agent under the Security Agreement.

16. NOTICES.

All notices and other communications made or required to be given pursuant to this Patent Security Agreement shall be in writing and shall be made in accordance with Section 10.02 of each Credit Agreement.

17. AMENDMENT AND WAIVER.

This Patent Security Agreement is subject to modification only by a writing signed by the Collateral Agent (with the consent of the requisite Lenders, as provided for in the relevant provisions of the Intercreditor Agreement or, if the Intercreditor Agreement has been terminated, as provided for in the relevant provisions of the applicable Credit Agreement) and the Grantors, except as provided in Section 5.2. The Collateral Agent shall not be deemed to have waived any right hereunder unless such waiver shall be in writing and signed by the Collateral Agent (with the consent of the requisite Lenders, as provided for in the relevant provisions of the Intercreditor Agreement or, if the Intercreditor Agreement has been terminated, as provided for in the relevant provisions of the applicable Credit Agreement). A waiver on any one occasion shall not be construed as a bar to, or waiver of, any right on any future occasion.

18. GOVERNING LAW; CONSENT TO JURISDICTION.

THIS PATENT SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CHOICE OF LAW PROVISIONS THEREOF (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW). EACH GRANTOR IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE NONEXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF, OR RELATING TO, THIS PATENT SECURITY AGREEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS PATENT SECURITY AGREEMENT SHALL AFFECT ANY RIGHT THAT THE COLLATERAL AGENT OR ANY OF THE OTHER SENIOR SECURED PARTIES MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS PATENT SECURITY AGREEMENT AGAINST ANY GRANTOR OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION. EACH GRANTOR IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF, OR RELATING TO, THIS PATENT SECURITY AGREEMENT IN ANY NEW YORK STATE COURT OR FEDERAL COURT SITTING IN NEW YORK. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH NEW YORK STATE COURT OR FEDERAL COURT

SITTING IN NEW YORK.

19. WAIVER OF JURY TRIAL.

EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF, OR RELATING TO, THIS PATENT SECURITY AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS PATENT SECURITY AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

20. MISCELLANEOUS.

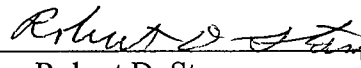
The headings of each section of this Patent Security Agreement are for convenience only and shall not define or limit the provisions thereof. This Patent Security Agreement and all rights and obligations hereunder shall be binding upon each Grantor and its respective successors and assigns, and shall inure to the benefit of the Collateral Agent, the other Senior Secured Parties and their respective successors and assigns. In the event of any irreconcilable conflict between the provisions of this Patent Security Agreement and the Intercreditor Agreement, or between this Patent Security Agreement and the Revolving Credit Agreement, or between this Patent Security Agreement and the Term Loan Credit Agreement, or between this Patent Security Agreement and the Security Agreement, the provisions of the Intercreditor Agreement, the Revolving Credit Agreement, the Term Loan Credit Agreement or the Security Agreement, as the case may be, shall control. If any term of this Patent Security Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Patent Security Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. Each Grantor acknowledges receipt of a copy of this Patent Security Agreement. Upon termination of the Security Agreement, this Patent Security Agreement shall terminate.


[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, this Patent Security Agreement has been executed as of the day and year first above written.

Grantors:

KAMAN CORPORATION
KAMAN AEROSPACE GROUP, INC.
KAMATICS CORPORATION
KAMAN PRECISION PRODUCTS, INC.
KAMAN AEROSPACE CORPORATION
KAMAN AEROSTRUCTURES GROUP -
WICHITA, INC.
KAMAN AEROSTRUCTURES - WICHITA,
INC.
KAMAN INDUSTRIAL TECHNOLOGIES
CORPORATION
KAMAN X CORPORATION
K-MAX CORPORATION

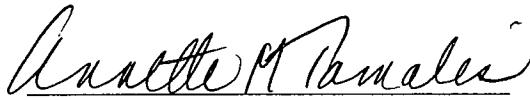
By: 
Name: Robert D. Starr
Title: Vice President & Treasurer, Kaman
Corporation

By: 
Name: Candace A. Clark
Title: Secretary of the other Grantors

CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OR STATE OF Connecticut _____)
) ss. Bloomfield
COUNTY OF Hartford _____)

On this 15th day of September, 2009, before me, the undersigned notary public, personally appeared Robert D. Starr, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Vice President & Treasurer for Kaman Corporation, a Connecticut corporation.

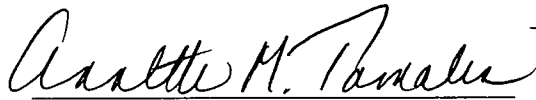

(official signature and seal of notary)

My commission expires: *April 30, 2010*

CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OR STATE OF Connecticut _____)
) ss. Bloomfield
COUNTY OF Hartford _____)

On this 15th day of September, 2009, before me, the undersigned notary public, personally appeared Candace A. Clark, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose as Secretary for the other Grantors.


(official signature and seal of notary)

My commission expires: *April 30, 2010*

BANK OF AMERICA, N.A.,
as Collateral Agent

By: Jeffrey J. McLaughlin
Name: Jeffrey J. McLAUGHLIN
Title: SVP

Signature Page to Patent Security Agreement

PATENT
REEL: 023245 FRAME: 0514

SCHEDULE A

See attached

Kaman Aerospace Corporation (KAC) Patent List

August 28, 2009

Matter Code	Country	Status	Opened	Title	Appl. #	Date Filed	Publ. Date	Date Issued	Patent No.	Expiration	Next Action Due	Next Action Due Date	Inventor
AC911315US	UNITED STATES	GRANTED	05/29/02	Imaging lidar system.	07/420247	10/12/89		10/23/90	4964721	10/12/09	Expiration Date	10/12/09	CALMES, LONNIE KULICH, BOBBY L. ELKINS, WILLIAM P.
AC911058US	UNITED STATES	GRANTED	05/29/02	Imaging lidar system for shallow and coastal water.	07/774663	10/11/81		10/10/85	5457639	10/10/12	Expiration Date	10/10/12	MCLEAN, JOHN; DANIELS, KIRK J. JULICH, BOBBY L. KEELER, R. NORRIS
AC911130US	UNITED STATES	GRANTED	05/29/02	laser light beam homogenizer and imaging lidar system incorporating same.	07/750572	08/27/81		04/12/84	5303084	04/12/11	Expiration Date	04/12/11	STUPPI, ALBERT N. PFIBSEN, KENT P.
AC911130USA	UNITED STATES	GRANTED	08/05/02	laser light beam homogenizer and imaging lidar system incorporating same.	08/096923	09/14/93		08/02/84	5335070	08/27/11	Expiration Date	08/27/11	STUPPI, ALBERT N. PFIBSEN, KENT P.
AC911138USP	UNITED STATES	GRANTED	12/12/95	underwater guide vehicle for removal of submerged and floating navigational hazards.	07/760872	09/18/81		09/28/83	5248978	08/18/11	Expiration Date	08/18/11	DANIELS, KIRK J. RENEHAN, PATRICK L. KEELER, R. NORRIS; MANTH Y. ROBERT S.

Matter Code	Country	Status	Opened	Title	Appl. #	Date Filed	Publ. Date	Date Issued	Patent No.	Expiration	Next Action Due	Next Action Due Date	Inventor
KAC911369USP	UNITED STATES	GRANTED	12/12/95	image lidar transmitter downlink for command guidance of underwater vehicle.	07/789170	11/06/91		08/31/93	5241314	08/16/11	Expiration Date	08/16/11	KEELER, R NORRIS, JULICH, BOBBY L. KAMAN, CHARLES H
KAC921007US	UNITED STATES	GRANTED	05/29/02	method and apparatus for three dimensional range resolving imaging.	07/859217	03/30/92		09/28/93	5249046	03/30/12	Expiration Date	03/30/12	PFIBSEN, KENT P. ULICH, BOBBY L
KAC921221USP	UNITED STATES	GRANTED	12/12/95	imaging lidar transmitter downlink for command guidance of underwater vehicle.	08/062467	05/13/93		08/15/95	5442358	08/15/12	Expiration Date	08/15/12	MC GEE, R. MANATHY, ROBERT S. LAMONTAGU E, T. J. KEELER, R NORRIS
RAK931062USP	UNITED STATES	GRANTED	12/12/95	perforating gun using an electrical safe arm device and a capacitor	08/192684	02/07/94		07/25/95	5436791	09/29/13	Expiration Date	09/29/13	TURANO, ANDREW J. ARESCO, CARMELO A
RAK931432US2A	UNITED STATES	GRANTED	12/12/95	hermetically sealed pc card unit ***	08/178385	12/23/93		10/10/95	5457606	11/10/13	Expiration Date	11/10/13	STAHEL, CHRISTOPHER; RICHARD, DAVID W. BAZAR, LEONARD; BLAK E, ROBERT
RAK951148USP	UNITED STATES	GRANTED	11/18/97	Explosive Thin Film Bridge ***	08/848094	06/27/97		12/11/01	6327978	12/08/15	Due Date: Tax 11.5 - Tax 11.5	08/11/13	TURANO, ANDREW J. SPENCER, DALE L

*Aerospace is misspelled as "Aerospace" in USPTO Assignment

**Fracturing Fragment Detonator

***Including a header secured to a connector

PATENT

REEL: 023245 FRAME: 0517

Kamatics Corporation (KAM) Patent List

August 26, 2009

Matter Code	Country	Status	Opened	Title	Appl. #	Date Filed	Publ. Date	Date Issued	Patent No.	Expiration	Next Action Due	Next Action Due Date	Inventor
KAM0008US	UNITED STATES	GRANTED	05/29/02	Flyer bow with integral end-cased wire guide	09/448283	11/24/99		05/01/01	6223513	11/24/19	Due Date: Tax 11.5 - Tax 11.5	11/01/12	POST, JEFFREY M; BRODING, MARK; ROWLAN, DS, DAVID B
KAM0009US	UNITED STATES	GRANTED	05/29/02	Wire Guide Holder	09/458757	12/07/99		09/18/01	6289861	12/07/19	Due Date: Tax 11.5 - Tax 11.5	03/18/13	BOLAND, PETER
KAM0010US	UNITED STATES	GRANTED	05/29/02	Adjustable Height Self-Lubricating Pulley System for Use with a Flyer Bow	09/729400	12/04/00		05/14/02	6385855	12/04/20	Due Date: Tax 7.5 - Tax 7.5	11/14/09	ROWLANDS, DAVID B; SCRANTON, SCOTT
KAM0011USP2	UNITED STATES	GRANTED	08/05/02	*bearing construction Hybrid Bearing System	07/685448	09/10/80		08/11/82	5137374	08/11/09	Expiration Date	08/11/09	ORIGIN, STANLEY S
KAM0013US2	UNITED STATES	GRANTED	08/02/02		10/210793	07/31/02	05/22/03	05/04/04	6729763	08/04/22	Due Date: Tax 7.5 - Tax 7.5	11/04/11	POST, JEFFREY M; KRAKOWSKI, JAN; MORMINO JR, MATHEW; YURC ZAK, BRUCE
KAM0028USC	UNITED STATES	Final Rejection PUBLISHED	08/17/07	Coupling Apparatus	11/858578	08/20/07	02/14/08				Response to FINAL OFFICE ACTION	10/27/09	MUSKUS, WIESLAW; POS T, JEFFREY; PARE KH, JYOTISH
KAM0031US2	UNITED STATES	GRANTED	06/17/05	Flyer Bow with Semi-Enclosed Wire Guides	11/155073	06/17/05	09/07/06	01/23/07	7165387	08/17/25	Due Date: Tax 3.5 - Tax 3.5	07/23/10	VOGE, DOUGLAS A.; SCRANTON, SCOTT; STRECK ER, DAVID P.

*Titanium

Matter Code	Country	Status	Opened	Title	Appl. #	Date Filed	Publ. Date	Date Issued	Patent No.	Expiration	Next Action Due	Next Action Due Date	Inventor
KAM0035US	UNITED STATES	GRANTED	01/31/08	Door Stop Pin Assembly	11/396983	04/03/08	10/1/07	05/28/09	7535746	09/03/27	Patent Expiration	09/03/27	RUTLEDGE, THOMAS P. ATKINSON, ROBERT
KAM931251US	UNITED STATES	GRANTED	05/29/02	track roller bearing	09/185256	12/10/93		03/14/95	5398294	12/10/13	Expiration Date	12/10/13	NARKON, GLENNWOOD H
KAM931251USD	UNITED STATES	GRANTED	06/05/02	method of manufacture *	08/280596	09/09/94		07/23/96	5537746	12/10/13	Expiration Date	12/10/13	NARKON, GLENNWOOD H
KAM861118US	UNITED STATES	GRANTED	12/28/98	flyer bow having an airfoil shape in cross section	08/732156	10/16/96		09/22/98	5809763	10/16/18	Due Date: Tax 11.5 - Tax 11.5	03/22/10	ROWLANDS, DAVID B. KORNEGAY, JOHN C. POST, JEFFREY M

*of Improved Track Roller Bearing

MPH File No.

Country

Name

Serial No.

Patent No.

Filing Date

Issue Date

Expiration Date

Brief Abstract

Comments

Inventor

00276-0783

Flexible Coupling with
Rectangular Flat Frame and
Uniform Stiffness

08030,808

3/12/1938

United States

5,851,150

12/22/1938

3/12/2013

Next tax due on 6/22/2010.

Meyerjak

PATENTS

This report and its contents are confidential and legally privileged. Distribution, copying or use hereof without the written permission of Kaman Corp. or its subsidiaries is strictly prohibited.

CONFIDENTIAL

ASSIGNMENT OF PATENTS

WHEREAS, KAMAN CORPORATION, a Connecticut corporation, **KAMAN AEROSPACE GROUP, INC.**, a Connecticut corporation, **KAMATICS CORPORATION**, a Connecticut corporation, **KAMAN PRECISION PRODUCTS, INC.**, a Florida corporation, **KAMAN AEROSPACE CORPORATION**, a Delaware corporation, **KAMAN AEROSTRUCTURES GROUP - WICHITA, INC.**, a Delaware corporation, **KAMAN AEROSTRUCTURES - WICHITA, INC.**, a Delaware corporation, **KAMAN INDUSTRIAL TECHNOLOGIES CORPORATION**, a Connecticut corporation, **KAMAN X CORPORATION**, a Connecticut corporation, and **K-MAX CORPORATION**, a Connecticut corporation (each being referred to herein as an “Assignor” and collectively, as the “Assignors”) have adopted and used and are using the patents (the “Patents”) identified on the Annex hereto, and are the owners of the registrations of, and pending registration applications for, such Patents in the United States Patent and Trademark Office identified on such Annex; and

WHEREAS, [_____] (the “Assignee”), is desirous of acquiring the Patents and the registrations thereof and registration applications therefor;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, each Assignor does hereby assign, sell and transfer unto the Assignee all right, title and interest in and to the Patents, together with (i) the registrations of, and registration applications for, the Patents and (ii) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Patents or the registrations thereof.

This Assignment of Patents is intended to be, and shall take effect as, a sealed instrument at such time as the Assignee shall complete this instrument by inserting its name in the second paragraph above and signing its acceptance of this Assignment of Patents below.

[Remainder of page intentionally left blank.]

[Signature Pages follow]

IN WITNESS WHEREOF, each Assignor, by its duly authorized officer, has executed this assignment, as an instrument under seal, on this ___ day of ___, 20__.

**KAMAN CORPORATION
KAMAN AEROSPACE GROUP, INC.
KAMATICS CORPORATION
KAMAN PRECISION PRODUCTS, INC.
KAMAN AEROSPACE CORPORATION
KAMAN AEROSTRUCTURES GROUP -
WICHITA, INC.
KAMAN AEROSTRUCTURES - WICHITA,
INC.
KAMAN INDUSTRIAL TECHNOLOGIES
CORPORATION
KAMAN X CORPORATION
K-MAX CORPORATION**

By: _____
Name:
Title:

The foregoing assignment of the Patents and the registrations thereof and registration applications therefor by the Assignors to the Assignee is hereby accepted as of the ____ day of _____, 20__.

By: _____
Name:
Title:

ANNEX
ISSUED AND PENDING PATENTS
PATENTS ISSUED BY U.S. PATENT
AND TRADEMARK OFFICE

<u>Patent No.</u>	<u>Issue Date</u>	<u>Title</u>

PATENTS PENDING WITH U.S. PATENT
AND TRADEMARK OFFICE

<u>Serial No.</u>	<u>Filing Date</u>	<u>Title</u>