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U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

EET

To the Director of the U.S. Patent

103585107

1 documents or the new address(es) below.

1. Name of conveying party(ies)

Northrop Grumman Space & Mission Systems Corp.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) February 27, 2003

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other

2. Name and address of receiving party(ies)

Name: TRW Automotive U.S. LLC

Internal Address:

Street Address: 12025 TECH CENTER DRIVE

City: Livonia

State: Michigan

Country: U.S.A. Zip: 48150

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

10/726,961

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Richard A. Sutkus

Internal Address: Suite 1700

Street Address: 1300 East Ninth Street

City: Cleveland

State: OHIO Zip: 44114

Phone Number: 216.621.2234

Fax Number: 216.621.4072

Email Address: rsutkus@tarolli.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$40.00

- ☒ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number 20-0090

Authorized User Name: Richard A. Sutkus

9. Signature:

Signature

Richard A. Sutkus

Name of Person Signing

12/30/2009 DBYRNE 00000030 200030 10726 61
22 December 2009
01 PC:0001 40-00 Date

Total number of pages including cover sheet, attachments, and documents:

93

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

PAGE 1/7 * RCVD AT 12/23/2009 2:21:49 PM [Eastern Standard Time] * SVR:USPTO-EFXRF-5/42 * DNIS:2738300 * CSID:2166214072 * DURATION (mm-ss):01:40

PATENT
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PATENT ASSIGNMENT

This Patent Assignment (this "Assignment") is made as of February 27, 2003 by Northrop Grumman Space & Mission Systems Corp., (formerly TRW Inc.), an Ohio corporation ("Assignor") and TRW Automotive U.S. LLC, a Delaware limited liability company ("Assignee").

RECITALS

WHEREAS, BCP Acquisition Company LLC, a Delaware limited liability company (the "Purchaser") and Northrop Grumman Corporation, a Delaware corporation, have entered into a Master Purchase Agreement (the "Master Purchase Agreement"), dated as of November 18, 2002, providing for the purchase by Purchaser of Assignor's Automotive Business (as defined in the Master Purchase Agreement);

WHEREAS, pursuant to the Master Purchase Agreement, Assignor desires to assign to Assignee all of Assignor's right, title, and interest in and to all of the Patents (as defined in the Master Purchase Agreement) that are owned by Assignor and constitute Company Intellectual Property (as defined in the Master Purchase Agreement), including without limitation the patents and applications listed on Exhibit A attached hereto and incorporated herein (the "Assignee Patents"); and

WHEREAS, to effect such assignment of the Assignee Patents to Assignee, Assignor desires to assign to Assignee all of Assignor's right, title, and interest in and to all of the Assignee Patents.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements contained in the Master Purchase Agreement, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the covenants and agreements in this Assignment and to induce Assignee to consummate the transactions contemplated by the Master Purchase Agreement, the Assignor hereby agree as follows:

1. Grant. Effective as of January 1, 2003, Assignor does hereby sell, transfer, convey, assign and deliver to Assignee all of the Assignor's right, title, and interest in and to the Assignee Patents, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all claims for damages by reason of past infringements of the Assignee Patents, along with the right to sue for and collect such damages for the use and benefit of Assignee and Assignee's successors, assigns and other legal representatives.

2. Representations and Warranties of the Parties. Each party warrants that (i) this Assignment is a legal, valid and binding obligation of the warranting party, (ii) it has full power and authority to enter into and perform its obligations under this Assignment in accordance with its terms, and (iii) it is and will remain free of any obligations and restrictions that would prevent

or impede its performance of its obligations under this Assignment. For the avoidance of doubt, the representations and warranties contained in this Assignment shall not in any way limit or expand the representations and warranties contained in the Master Purchase Agreement.

3. Further Assurances. Each party will, without additional consideration, take such further actions and execute promptly such further documents as are necessary to effect and record the above assignment, including any actions or documents required by the applicable registrar to document the transfer herein or as may be necessary to protect, secure and vest good, valid and marketable title to the Assignee Patents and related rights in Assignee.

4. Recording of Assignment. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any officer of any country or countries foreign to the United States, whose duty it is to issue Patents or other evidence or forms of intellectual property protection or applications as, to issue the same to Assignee and Assignee's successors, assigns and other legal representatives in accordance with the terms of this instrument.


5. Counterparts. This Assignment may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

ASSIGNOR:

**NORTHROP GRUMMAN SPACE & MISSION
SYSTEMS CORP.**

By: 
Name: Albert Myess
Its: President

ASSIGNEE:

TRW AUTOMOTIVE U.S. LLC

By: _____
Name: _____
Its: _____

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

ASSIGNOR:

**NORTHROP GRUMMAN SPACE & MISSION
SYSTEMS CORP.**

By: _____
Name: _____
Its: _____

ASSIGNEE:

TRW AUTOMOTIVE U.S. LLC

By: Kathleen M. Salmas
Name: Kathleen M. Salmas
Its: Secretary

Acknowledgement by Notary Public

State of New YorkCounty of New York

On this 27th day of February, 2003, before me, the undersigned Notary Public, personally appeared Albert Myers, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Seal:

Signature: NA IIIName: Robert Hanki, Notary Public

ROBERT G. HANKI
NOTARY PUBLIC, State of New York
No. 02286463305
Qualified in New York County
Commission Expires Sept. 4, 2005

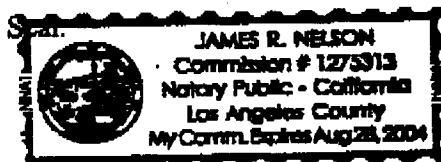
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Acknowledgement by Notary Public

State of CaliforniaCounty of Los Angeles

On this 27th day of February, 2003, before me, the undersigned Notary Public, personally appeared Kathleen M. Salinas, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Signature: James R. NelsonName: JAMES R. NELSON, Notary Public