

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Michael A. Maiuzzo	03/15/2004
RECEIVING PARTY DATA	
Name:	Sentel Corporation
Street Address:	1101 King St.
Internal Address:	Suite 550
City:	Alexandria
State/Country:	VIRGINIA
Postal Code:	22314
PROPERTY NUMBERS Total: 5	
Property Type	Number
Application Number:	12484401
Application Number:	11761662
Application Number:	11761671
Application Number:	12042124
Application Number:	12116606
CORRESPONDENCE DATA	
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Correspondent Name:	The Marbury Law Group, PLLC
Address Line 1:	11800 Sunrise Valley Drive
Address Line 2:	Suite 1000
Address Line 4:	Reston, VIRGINIA 20191
ATTORNEY DOCKET NUMBER:	2357

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NAME OF SUBMITTER:

Patrick McConville

Total Attachments: 7

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AGREEMENT TO ASSIGN PATENT APPLICATIONS AND ROYALTY
SHARING AGREEMENT
BETWEEN
SENTEL CORPORATION and MICHAEL A. MAIUZZO

THIS AGREEMENT (this "Agreement") is entered into as of March 15, 2004 by and between SENTEL Corporation (SENTEL), a corporation organized under the laws of the Commonwealth of Virginia, and Michael A. MAIUZZO (MAIUZZO) whose principal address is 148 Mainbrace Drive, Queenstown, Maryland 21658, hereinafter collectively the "Parties."

WHEREAS, the MAIUZZO has been employed by SENTEL as an engineer and hired to research and engineer solutions to problems identified by SENTEL as part of its contractual efforts with the Government and the private sector; and

WHEREAS MAIUZZO has invented certain intellectual property as part of his employment with SENTEL that both MAIUZZO and SENTEL have identified as potentially valuable in the government and private sector; and

WHEREAS, the SENTEL, regardless of its expressed and/or inherent rights to inventions of MAIUZZO, desires to reward MAIUZZO for his efforts in creating certain engineering solutions included as Exhibit 1 to SENTEL identified tasks in the form of royalty and revenue sharing; and

WHEREAS, MAIUZZO desires to assign his inventions to SENTEL as consideration for the royalty and revenue sharing identified herein, ;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration receipt of which each party hereby acknowledges, the parties hereby agree as follows:

1. DEFINITIONS

1.1 "AFFILIATE" shall mean any entity in which SENTEL, or through one or more intermediaries, holds the beneficial ownership of more than fifty percent (50%) or the equity securities or interests, and only so long as such ownership continues.

1.2 "ASSIGNED PATENT/PATENT APPLICATIONS" shall mean the patent and patent applications listed in Exhibit 1, and all Intellectual Property Rights therein and thereto.

1.3 "INTELLECTUAL PROPERTY RIGHTS" shall mean copyrights, patents (including patent improvements), patent applications, trade secrets or other intellectual property rights under applicable law.

2. GRANT OF RIGHTS.

2.1 MAIUZZO agrees to assign, and hereby presently assigns all of MAIUZZO's right, title and interest in the Assigned Patent and Patent Applications to SENTEL. In order to effect such ownership transfer, contemporaneously with the execution of this Agreement, MAIUZZO has executed certain separate assignment document, to be recorded with the United States Patent and Trademark Office whose form is attached hereto as Exhibit 2 and agrees to complete any other documents or registrations necessary to effectuate the same. MAIUZZO shall reasonably cooperate with SENTEL at SENTEL's expense in the filing and prosecution of the Assigned Patent and Patent Applications. MAIUZZO further presently assigns all of his rights to any future invention conceived in his normal course of business to SENTEL in exchange for additional rewards in accordance with the Royalty and Revenue sharing noted herein.

2.2 MAIUZZO shall promptly deliver to SENTEL all documentation pertaining to the Assigned Patent and Patent Applications, including copies of all correspondence to or from examining authorities

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regarding such Assigned Patent and Patent Applications, patents and prior art searches pertaining to such Assigned Patent Applications, and all correspondence with any attorney involved in the preparation and/or prosecution of the Assigned Patent and Patent Applications.

2.3 Upon execution of the assignment document (Exhibit 2), SENTEL hereby grants to MAIUZZO the Royalty Sharing noted in Section 3 (below).

3. ROYALTY AND REVENUE SHARING

3.1 SENTEL shall pay MAIUZZO twenty five percent (25%) of any royalties collected by SENTEL (i.e ROYALTIES RECEIVED BY SENTEL after any sharing noted in Section 3.5 hereof) in the licensing of any of the Assigned Patent and Patent Applications. SENTEL is entitled to deduct reasonable attorneys fees, and costs from the total royalties collected before calculation and distribution of the royalty to MAIUZZO.

3.2 SENTEL agrees to make written reports to MAIUZZO annually, detailing the royalties collected pursuant to Section 3.1 above. SENTEL's obligation to produce this report commences on the first anniversary of this agreement regardless of whether any royalties have been collected. SENTEL further agrees to maintain records showing royalties collected to enable the royalties payable hereunder by SENTEL to be determined and to permit its books and records to be examined from time to time to the extent necessary to verify the written reports provided. Any auditing of books and records of SENTEL by MAIUZZO shall be upon two (2) weeks written notice from MAIUZZO and all costs of such audit shall be borne by MAIUZZO.

3.3 SENTEL shall pay all royalties owed on a semi-annual basis to MAIUZZO for the life of any patent issued. The semi-annual royalty payments shall be submitted with a written report detailing the basis for the royalty paid.

3.4 In addition to royalties due to MAIUZZO hereunder, MAIUZZO shall also receive one-half of one percent (0.5%) of revenue of SENTEL derived from use of the Patent or Patent Applications. For avoidance of doubt, following are examples of when revenue is due to MAIUZZO hereunder:

- SENTEL receives a contract whose award is based upon use of the Patent or Patent Applications and without such use, the contract would not be awarded. MAIUZZO to receive 0.5% of revenues, as those revenues are received.

- SENTEL receives a contract whose award is based IN PART upon use of the Patent or Patent Applications. HOWEVER, the Patent and Patent Applications ARE NOT the sole reason for the award. MAIUZZO to receive 0.5% of revenues derived from the portion of the work in which the Patent and Patent Applications are used. Revenues are paid to MAIUZZO as those revenues are received.

- SENTEL receives a contract the performance of which, if done in the private sector, would infringe on the Assigned Patents and Patent Applications. Maiuzzo to receive 0.5% of revenues derived from the portion of the work in which the Patent and Patent applications are used. Revenues are paid to Maiuzzo as these revenues are received.

3.5 MAIUZZO acknowledges that certain royalty or revenue sharing agreements may be in place with other organizations (for example, ALION) that may result in a diminished amount of any revenue or contract proceeds being received by SENTEL. Such Agreements may also increase revenue being received by SENTEL by virtue of sharing in royalties or revenues received by those other organizations. MAIUZZO and SENTEL acknowledge that the total amount of royalty or revenue sharing may be reduced or increased by such agreements.

3.6 SENTEL and MAIUZZO agree that, in the event that any Patent and Patent application shall be found to be invalid or unenforceable, that SENTEL's obligation to share royalties or revenue shall end with respect to that Patent and Patent application.

4. WARRANTIES AND LIMITATION OF LIABILITY

4.1 WARRANTIES.

4.1.1 MAIUZZO represents and warrants that: immediately prior to the execution of this Agreement MAIUZZO has the legal right to grant all the rights he purports to grant and to convey all the rights he purports to convey pursuant to Section 2.1 above. MAIUZZO further warrants that he has disclosed to SENTEL ALL Patents and Patent applications and ANY invention conceived or made while an employee of SENTEL, directly or indirectly relating to SENTEL's business, product or service offerings.

4.1.2 SENTEL represents and warrants that: (a) it is a corporation duly organized, validly existing, and in good standing under the laws of the Commonwealth of Virginia and has full power and authority to enter into this Agreement and perform its obligations hereunder, and (b) provided the grants, conveyances and assignments made under Section 2.1 above are effective, it has the legal right to grant all the rights it purports to grant pursuant to Section 3 above.

4.2 LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ANY PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5. GENERAL

5.1 ENTIRE AGREEMENT. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and to the extent that this agreement is inconsistent with any prior agreement(s) between the Parties, the terms of this agreement are to control.

5.2 AMENDMENT. This Agreement shall not be amended or otherwise modified except by a written agreement dated subsequent to the date of this Agreement and signed on behalf of MAIUZZO and SENTEL by their respective duly authorized representatives.

5.3 GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

5.4 ASSIGNMENT. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. In the event of dissolution or receivership, or liquidation, of any successor or assign that holds the rights associated with this agreement, all rights under the Assignment shall revert to MAIUZZO.

5.5 NO WAIVER. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

5.6 SAVINGS CLAUSE. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

5.7 FURTHER ASSURANCES. Each party agrees to take such further action and execute, deliver and/or file such documents or instruments as are necessary to carry out the terms and purposes of this Agreement.

5.8 SECTION HEADINGS. The section headings used in this Agreement are intended for convenience only and shall not be deemed to supersede or modify any provisions.

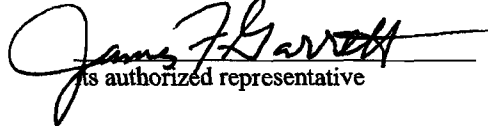
5.9 OPPORTUNITY TO CONSULT COUNSEL. MAIUZZO and SENTEL each acknowledge that they have been given an opportunity to consult their respective counsels regarding the terms and conditions of this agreement and that no coercion or pressure has been asserted by either party with respect to the terms and conditions hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

MICHAEL A. MAIUZZO



SENTEL CORPORATION



is authorized representative

EXHIBIT 1 - PATENT AND PATENT APPLICATIONS

1. In re Application of Michael A. Maiuzzo and Kenneth K. Roberts
Serial No.: 10/116,132 Filed: 04/05/2002
Title: **A Decoding Method and Apparatus**
2. United States Patent 6,211,732
Maiuzzo , et al. Issued: April 3, 2001
Title: Comb linear amplifier combiner (CLAC)

In re Application of Michael A. Maiuzzo and Kenneth K. Roberts

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ASSIGNMENT Pursuant to 37 CFR § 3.56

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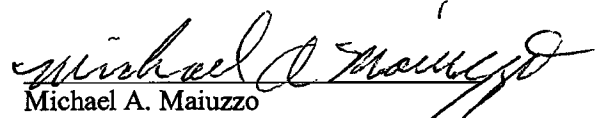
AND I HEREBY COVENANT AND AGREE that I will execute or procure any further necessary assurance of title to said invention and any Letters Patent which may issue therefore

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and that I will, at any time, upon the request and at the expense of ASSIGNEE deliver any testimony in any legal proceedings and execute all papers that may be necessary or desirable to perfect the title to said invention or any Letters Patent which may be granted therefore in ASSIGNEE, its successors, assigns, or other legal representatives, and that I will, at any time, upon the request and at the expense of the ASSIGNEE execute any continuations, divisions, reissues, or any other additional applications for Letters Patent (collectively "continuing applications") for said invention or any part or parts thereof, all of which applications and any Letters Patent issuing thereof are hereby assigned to ASSIGNEE, and will make all rightful oaths, and do all lawful acts requisite for procuring the same therein, without further compensation, but at the expense of ASSIGNEE, its successors, assigns or other legal representatives.

AND I HEREBY AUTHORIZE AND REQUEST the Commissioner of Patents and Trademarks to issue any and all Letters Patent of the United States for said invention, resulting from any of the aforesaid application to assignee.

WITNESS MY HAND and seal this 15 day of March, 2004.


Michael A. Maiuzzo

STATE OF Virginia
City
COUNTY OF Alexandria

On this 15th day of March, 2004, personally appeared before me Brenda T. Ruffin to me known, and known by me to be the same person described in and who executed the foregoing instrument, and acknowledged that he executed the same, of his own free will and for the purposes set forth.

Notary Public

My commission expires: 30 November 2006

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