## PATENT ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
Special Devices, Incorporated	03/12/2010

#### **RECEIVING PARTY DATA**

Name:	Ensign-Bickford Aerospace & Defense Company	
Street Address:	640 Hopmeadow Street	
City:	Simsbury	
State/Country:	CONNECTICUT	
Postal Code:	06070-0429	

#### PROPERTY NUMBERS Total: 1

Property Type	Number	
Application Number:	11787377	

#### **CORRESPONDENCE DATA**

**Fax Number**: (860)286-0115

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

Phone: 860-286-2929

Email: dbentley@cantorcolburn.com

Correspondent Name: Cantor Colburn LLP
Address Line 1: 20 Church Street
Address Line 2: 22nd Floor

Address Line 4: Hartford, CONNECTICUT 06103

NAME OF SUBMITTER: Richard H. Kosakowski

**Total Attachments: 7** 

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#### PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this "Agreement") is entered into as of March 12, 2010 (the "Effective Date"), by and between SPECIAL DEVICES, INCORPORATED, a Delaware corporation ("Assignor") and ENSIGN-BICKFORD AEROSPACE & DEFENSE COMPANY, a Connecticut corporation (the "Assignee"). Certain terms are capitalized in this Agreement where grammatical rules would not require. These terms are defined in the Section of this Agreement in which they first appear, as indicated by bold type.

#### WITNESSETH:

WHEREAS, Assignor and Assignee have entered into a certain Asset Purchase Agreement dated **January 13, 2010** pursuant to which Assignor has agreed to sell, assign and transfer to Assignee, and Assignee has agreed to purchase from Assignor, among other assets, the Patents, as defined below;

WHEREAS, Assignor is the owner of all right, title, and interest in and to those certain patents set forth on Attachment 1, hereto (the "Patents"); and

WHEREAS, for good and valuable consideration and upon the terms and conditions set forth below, Assignor desires to assign all of its rights and interests with respect to the Patents to Assignee and Assignee desires to accept such assignment and assume all rights and obligations of Assignor associated with the Patents.

NOW, THEREFORE, in consideration of the transactions contemplated by this Agreement and the Asset Purchase Agreement and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the following:

- 1. <u>Assignment</u>. Assignor hereby assigns and transfers unto Assignee, its successors, heirs, and subsequent assignees all right, title, and interest in and to the Patents, including, without limitation, the right to any applications, registrations, continuations, divisionals, reissues or reexaminations thereof, the right to prosecute any applications therefor, the right to have any applications, registrations, continuations, divisionals, reissues, or reexaminations issue in the name of the Assignee, the right to apply for and obtain any renewal of any registrations thereof, the right to sue for past and future infringement, and the right to the goodwill of the business symbolized thereby.
- 2. <u>Further Assurances</u>. Assignor will execute, at Assignee's expense, all such additional documents as may be reasonably necessary in the reasonable opinion of counsel for Assignee to perfect the assignment of rights set forth herein.
- 3. <u>Estoppel License</u>. To the extent the assignment under Section 1 fails or is judged ineffective for any reason, Assignor shall grant and hereby grants to Assignee a perpetual, irrevocable, fully paid-up, royalty free, exclusive (including as to Assignor) license to use, perform, display, reproduce, modify, enhance, create derivative works and

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improvements from, sublicense (through one or more tiers), distribute, transfer, reverse engineer, manufacture, make, have made, use, have used, import, have imported, sell, have sold or otherwise exploit in any lawful manner in any jurisdiction, under the Patents.

- 4. <u>Binding Provisions</u>. This Agreement is binding upon, and inures to the benefit of, the parties hereto and their respective administrators, personal and legal representatives, successors, and permitted assigns.
- 5. <u>Governing Law.</u> All questions concerning the construction, validity, and interpretation of this Agreement and the performance of the obligations imposed by this Agreement shall be governed by the laws of the State of New York, without regard for its conflict of laws principles.

SIGNATURES OF THE PARTIES INTENTIONALLY APPEAR ON THE FOLLOWING PAGE

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#### SIGNATURE PAGE TO PATENT ASSIGNMENT

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Patent Assignment as of the Effective Date.

ENSIGN-BICKFORD AEROSPACE &

1 NIT

Michael L. D. Pitcher

President and Chief Executive Officer

SPECIAL DEVICES, INCORPORATED

By:\_\_\_\_

Harry Rector

Chief Financial Officer

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# SIGNATURE PAGE TO PATENT ASSIGNMENT

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Patent Assignment as of the Effective Date.

ENSIGN-BICKFORD AEROSPACE & DEFENSE COMPANY

By: \_\_\_\_\_\_ Michael L. D. Pitcher

President and Chief Executive Officer

SPECIAL DEVICES, INCORPORATED

Harry Rector

Chief Financial Officer

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STATE OF CONNECTICUT COUNTY OF HARTFORD	) :ss Simsbury
March, 2010, by Michael L. D. Pit	vas acknowledged before me this 12 <sup>th</sup> day of tcher, President and Chief Executive Officer of ACE & DEFENSE COMPANY, as his act and deed, ompany.
	Notary Public Mary P. Souch My commission expires: Myrch 31, 2010
STATE OF	) ):ss )
March, 2010, by Harry Rector, Ch	ras acknowledged before me this 12 <sup>th</sup> day of hief Financial Officer of SPECIAL DEVICES, deed, and the free act and deed of said company.
	Notary Public
:	My commission expires:

STATE OF CONNECTICUT ) :ss
The foregoing instrument was acknowledged before me thisday of, 2010, by [] of ENSIGN-BICKFORD AEROSPACE & DEFENSE COMPANY, as his act and deed, and the free act and deed of said company.
Notary Public My commission expires:
On March 12, 20/D before me, Charly Daniels, which personally appeared Harry Rector of SPECIAL DEVICES, INCORPORATED, who proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.  WITNESS my hand and official seal.  CHRISTY DANIELS Commission # 1686868 Notary Public - California Ventura County My Comm. Expires Sep 6, 2010

Place Notary Seal above

# Attachment 1 to Patent Assignment

## **Patents**

# Patent and Patent Applications:

TITLE	SERIAL NO.	PATENT NO.
	(FILING DATE)	(ISSUE DATE)
Hybrid Electronic and	11/368,002	7,464,648
Electromechanical Arm-Fire	March 3, 2006	December 16, 2008
Device		
401048. Electronic Safe,	11/715,106	Application (filed with no
Arm, and Fire Device	March 7, 2007	publication requests)
Configured to Reject Signals		
Below a Predetermined 'All-		
Fire' Voltage		
401047. Efficient	11/787,377	Application (filed with no
Piezoelectric-Triggered	May 8, 2007	publication request—
Time Delay Module	(BRI/003: April 27, 2006)	assignment from parent
	_	application valid for CON:
		parent application
		abandoned to avoid
·		publication)

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