

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ROCKY MOUNTAIN COMPOSITES INC.	04/07/2010
RECEIVING PARTY DATA	
Name:	SPECTRUM AERONAUTICAL, LLC
Street Address:	2036 PALOMAR AIRPORT ROAD
City:	CARLSBAD
State/Country:	CALIFORNIA
Postal Code:	92011
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	6889937
Patent Number:	7204951
Patent Number:	7445744
CORRESPONDENCE DATA	
Fax Number:	(213)430-6407
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(213) 430-6000
Email:	nkhachatryan@omm.com
Correspondent Name:	Narine Khachatryan
Address Line 1:	O'MELVENY & MYERS LLP
Address Line 2:	400 South Hope Street
Address Line 4:	Los Angeles, CALIFORNIA 90071
ATTORNEY DOCKET NUMBER:	394200-6
NAME OF SUBMITTER:	Narine Khachatryan

Total Attachments: 5
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**PATENT
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PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT is entered into as of April 7, 2010 (this "Assignment") by and between Rocky Mountain Composites Inc., a Utah corporation ("Assignor"), and Spectrum Aeronautical, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, the parties have entered into that certain Development Agreement effective June 1, 2001, as amended by that certain Development Agreement Amendment dated December 11, 2002, as further amended by that certain Development Agreement Amendment #2 dated March 21, 2006 (collectively, the "Development Agreement"); and

WHEREAS, pursuant to the Development Agreement, Assignor agreed to assign its right, title and interest to any intellectual property rights in all New Technology (as defined in the Development Agreement) to Assignee.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Assignor hereby agrees as follows:

1. Patent Assignment. Except to the extent provided under Section 3 of the Development Agreement, Assignor hereby contributes, assigns, conveys, grants and transfers unto Assignee, its successors and permitted assigns, the following:
 - (a) Assignor's entire right, title and interest in and to the Patents. "Patents" shall mean: (i) the patents and patent applications set forth on Schedule A attached hereto, and all inventions described or claimed therein and improvements thereto, (ii) all foreign counterparts thereof, (iii) the right to claim priority, (iv) any reissues, renewals, continuations, continuations-in-part, and divisions (in whole or in part), revisions, substitutions, extensions and reexaminations thereof, and (v) all patents of the United States and foreign countries issuing on any of the foregoing, together with all registrations, reissues, re-examinations, supplemental protection certificates, or extensions thereof, and any foreign counterparts thereof, all to be held and enjoyed as fully and exclusively as they would have been by Assignor had this assignment and transfer not been made; and
 - (b) All claims, demands and rights of action, both statutory and based upon common law, that Assignor has or might have by reason of any infringement of the Patents prior to, on or after the date of this Assignment, together with the right to prosecute such claims, demands and rights of action in Assignee's own name; and
 - (c) All of Assignor's right, title and interest in and to any and all income, royalties, damages and payments now or hereafter due and/or payable under and with respect to the Patents, including, without limitation, the right to recover for past, present or future infringements of the Patents.
2. Acknowledgement of New Technology. The parties hereby acknowledge and agree that the Patents constitute New Technology under the Development Agreement.
3. Representations and Warranties. Assignor represents and warrant to Assignee that Assignor: (i) owns all right, title and interest in the Patents, (ii) has not, other than as set forth in Schedule B, assigned, transferred, licensed, pledged or otherwise encumbered any of the Patents or agreed to do so, (iii) has full power and authority to enter into this Assignment and to make the assignment as provided in Section 1,

and (iv) is not aware of any violation, infringement or misappropriation of any third party's rights (or any claim thereof) by the Patents.

4. Covenant Not to Bring Claims. Assignor agrees and covenants not to bring any claim against Assignee, its successors and permitted assigns for any infringement of Assignor's intellectual property rights in connection with, or based upon or arising from any use or other exploitation of the Patents by Assignee, its successors or permitted assigns.

5. Further Assurances.

(a) Assignor agrees to perform, or cause to be performed, all such lawful acts and to execute, or cause to be executed, all such further assignments and other lawful documents as may reasonably be necessary to effectuate the assignment and to perfect and record the assignment in the various jurisdictions and permit for the orderly transition of the prosecution and maintenance of the Patents from Assignor to Assignee, including, without limitation, filing or cooperating with Assignee, its successor or permitted assigns, in filing any forms or other documents required to be recorded with the United States Patent and Trademark Office.

(b) Assignor acknowledges and agrees that the Patents hereunder do not constitute all of the New Technology, and that the assignment hereunder shall not relieve Assignor of its obligation to further identify and assign any other New Technology identified or developed during the term of the Development Agreement.

(c) Assignor shall not enter into any agreement in conflict with this Assignment.

6. Enforceability. If any term or provision of this Assignment is adjudged invalid or unenforceable, in whole or in part, or as applied to any circumstance, (i) the remaining terms and provisions hereof shall be unimpaired and shall remain in full force and effect, and (ii) the invalid or unenforceable provision or term shall be replaced by a term or provision that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term or provision.

7. Miscellaneous. Nothing in this Agreement shall confer any rights upon any person or entity other than Assignor and Assignee and each such party's respective successors and permitted assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Assignment may be executed in any number of counterparts and any party hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument.

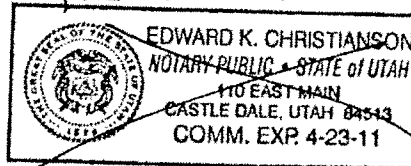
[Signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the date first written above.

ROCKY MOUNTAIN COMPOSITES INC.
(Assignor)

By: [Signature]
Name: CRAIG B SIMPSON
Title: PRESIDENT

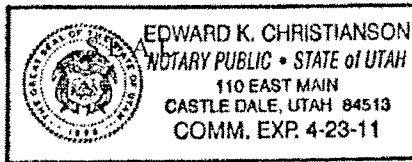
STATE OF Utah)
COUNTY OF Utah) SS:



On this 7 day of April, 2010, before me personally appeared Craig B Simpson, to me known to be the person named in and who executed the above instrument, and acknowledged to me that he/she executed the same for the uses and purposes therein set forth.

[Signature]
Notary Public

My commission expires April 23, 2011



SPECTRUM AERONAUTICAL, LLC
(Assignee)

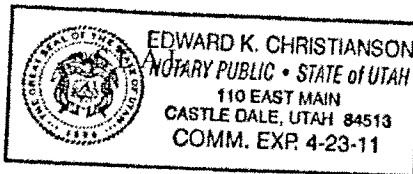
By: [Signature]
Name: SCOTT WOOD
Title: CFO

STATE OF Utah)
COUNTY OF Utah) SS:

On this 7 day of April, 2010, before me personally appeared Scott Wood, to me known to be the person named in and who executed the above instrument, and acknowledged to me that he/she executed the same for the uses and purposes therein set forth.

[Signature]
Notary Public

My commission expires April 23, 2011



SCHEDULE A

Title	Application no.	Filing Date	Patent/Pub. Number	Issue date
Single piece co-cure composite wing	10/175722	6/20/2002	US6889937	5/10/2005
	WO2003US0019100	6/19/2003	WO04000643	
	EP2003000739169	6/19/2003	EP1585664	
	JP2004000515852	6/19/2003	JP2006512240	
	CN2003000814457	6/19/2003	CN1819947	
	AU2003000245544	6/19/2003	AU3245544	
Method of assembling a single piece co-cured structure	10/208241	7/30/2002	US7204951	4/17/2007
	WO2003US0021860	7/10/2003	WO04011169	
	EP2003000771606	7/10/2003	EP1539464	
	JP2004000524597	7/10/2003	JP2005534533	
	CN2003000816141	7/10/2003	CN1665673	
	AU2003000251885	7/10/2003	AU3251885	
Single piece co-cure composite wing	10/726970	12/3/2003	US7445744	11/4/2008

SCHEDULE B

None