

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Stock Purchase Agreement

**CONVEYING PARTY DATA**

Name	Execution Date
NEA Electronics, Inc.	05/28/2010

**RECEIVING PARTY DATA**

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

**PROPERTY NUMBERS Total: 1**

Property Type	Number
Patent Number:	6568950

**CORRESPONDENCE DATA**

**Fax Number:** (860)286-0115  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
**Phone:** 8602862929  
**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

<b>ATTORNEY DOCKET NUMBER:</b>	EBA0140AN (6,568,950)
<b>NAME OF SUBMITTER:</b>	Richard H. Kosakowski

**Total Attachments: 10**  
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STOCK PURCHASE AGREEMENT

among

NEA ELECTRONICS, INC.,

EACH OF THE SELLERS NAMED HEREIN

and

ENSIGN-BICKFORD AEROSPACE & DEFENSE COMPANY

May 28, 2010

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## STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT (this "Agreement") is made as of May 28, 2010, by and among NEA Electronics, Inc., a California corporation (the "Company"), the parties listed on the Sellers Schedule (each, a "Seller" and collectively, the "Sellers"), and Ensign-Bickford Aerospace & Defense Company, a Connecticut corporation (the "Buyer"). The Buyer and each Seller may be referred to herein as a "Party" and collectively as the "Parties." Certain capitalized terms used herein, and not otherwise defined, are defined in Article I.

### RECITALS

WHEREAS, the Sellers own beneficially and of record 100% of the issued and outstanding shares of capital stock of the Company, which consists of 1,000 shares of Common Stock, no par value per share (collectively, the "Shares"); and

WHEREAS, the Sellers desire to sell the Shares to the Buyer, and the Buyer desires to purchase such Shares, upon the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the representations and warranties and mutual covenants contained herein and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### ARTICLE I

#### DEFINITIONS

“Intellectual Property Rights” means all (a) foreign and domestic patent registrations and applications, including published and unpublished provisional patent applications, patent disclosures and all related continuation, continuation-in-part, divisional, reissue, reexamination, and certificate of invention, (b) Internet domain names, trademarks, service marks, trade dress, trade names, logos and corporate or company names (both foreign and domestic) and registrations and applications for registration thereof together with all of the goodwill associated therewith, (c) copyrights (registered or unregistered) and copyrightable works (both foreign and domestic) and registrations and applications for registration thereof, (d) mask works and registrations and applications for registration thereof, (e) computer software, data, data bases and documentation thereof, including rights to third party software used in the business, (f) other Confidential Information, including ideas, formulas, inventions (whether patentable or unpatentable and whether or not reduced to practice), know-how, processes and techniques, financial and marketing plans and customer and supplier lists and information, (g) other proprietary rights (including causes of action and remedies against infringements thereof and rights of protection of interest therein under the laws of all jurisdictions) and the rights of authorship, subsequent modification and other moral rights, (h) copies and tangible embodiments including the Internal Systems and Documentation thereof, and (i) all goodwill relating to the foregoing.

## ARTICLE II

### SALE AND PURCHASE OF SHARES

2.01. Sale of Shares. On the terms and conditions of this Agreement, at the Closing, each Seller shall sell, transfer, convey, assign and deliver to the Buyer all of the Shares owned by such Seller, as set forth opposite such Seller's name on the attached Sellers Schedule. The Buyer shall pay each Seller at the Closing such Seller's Pro Rata Share of the Estimated Purchase Price, less such Seller's Pro Rata Share of the Escrow Amount, by wire transfer of immediately available funds to the account identified by each such Seller in writing delivered to the Buyer at least two Business Days prior to the Closing. At the Closing, each Seller shall deliver to the Buyer certificates evidencing the Shares owned by such Seller duly endorsed in blank or with stock powers duly executed by such Seller.

6.13. Intellectual Property.

(a) Schedule 6.13(a) lists each patent, patent application, copyright registration or application therefor, mask work registration or application therefor, and trademark, service mark and domain name registration or application therefor owned by the Company. Each of the patents listed on Schedule 6.13(a) is presently in force, and the Company has paid all required maintenance fees and annuities with respect to each such patent.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

BUYER:

ENSIGN-BICKFORD AEROSPACE & DEFENSE  
COMPANY

By: 

Name: Michael L.D. Pitcher

Its: President & CEO

COMPANY:

NEA ELECTRONICS, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

SELLERS:

\_\_\_\_\_  
Daniel Troiano

\_\_\_\_\_  
Edward Rudoy

\_\_\_\_\_  
Irene Rudoy



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

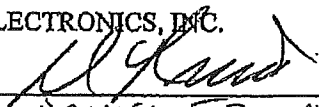
BUYER:

ENSIGN-BICKFORD AEROSPACE & DEFENSE  
COMPANY


By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

COMPANY:

NEA ELECTRONICS, INC.

By:   
Name: DANIEL TROIANO  
Its: PRESIDENT

SELLERS:

  
Daniel Troiano

\_\_\_\_\_  
Edward Rudoy

\_\_\_\_\_  
Irene Rudoy

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BUYER:

ENSIGN-BICKFORD AEROSPACE & DEFENSE  
COMPANY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

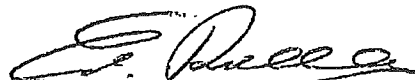
COMPANY:

NEA ELECTRONICS, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

SELLERS:

\_\_\_\_\_  
Daniel Troiano



\_\_\_\_\_  
Edward Rudoy

\_\_\_\_\_  
Irene Rudoy

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ENSIGN-BICKFORD AEROSPACE & DEFENSE  
COMPANY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

COMPANY:

NEA ELECTRONICS, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

SELLERS:

\_\_\_\_\_  
Daniel Troiano

\_\_\_\_\_  
Edward Rudoy

*al Rudoy*  
\_\_\_\_\_  
Irene Rudoy

**Schedule 6.13**  
**Intellectual Property**

(a):

U.S. Patents:

<u>Patent No.</u>	<u>Title</u>	<u>Date of Patent</u>
US 6,525,920 B2	Electrically and mechanically redundant release mechanism	February 25, 2003
US 6,433,990 B1	Frangible actuator with redundant power supply	August 13, 2002
US 6,371,777 B1	Flight disconnect connector	April 16, 2002
US 6,269,748 B1	Release mechanism	August 7, 2001
US 6,249,063 B1	Battery cell bypass with frangible actuator	June 19, 2001
US 6,568,950 B2	Umbilical Disconnect Connector	May 27, 2003
US 7,635,004 B2	Non-pyrotechnic isolation valve element	December 22, 2009

U.S. Patent Applications:

<u>Application No.</u>	<u>Type of Application</u>
60/592,395	Provisional
11/193,451	Utility