

# PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Bill of Sale & Assignment & Assumption Agreement
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Hamilton Sundstrand Corporation	09/20/2010
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Eagle Acquisition Sub, LLC
<b>Street Address:</b>	2771 North Garey Avenue
<b>City:</b>	Pomona
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	91767
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	11668083
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(617)350-6878
<b>Phone:</b>	617-350-6800
<b>Email:</b>	elizabeth.ball@gesmer.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
<b>Correspondent Name:</b>	Gesmer Updegrove LLP
<b>Address Line 1:</b>	40 Broad Street
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02109
<b>ATTORNEY DOCKET NUMBER:</b>	AIT.8529
<b>NAME OF SUBMITTER:</b>	Matthew E. Connors
<b>Total Attachments: 3</b> source=Bill_of_Sale_and_Assigment_Agreement_Execution_Copy#page1.tif source=Bill_of_Sale_and_Assigment_Agreement_Execution_Copy#page2.tif source=Bill_of_Sale_and_Assigment_Agreement_Execution_Copy#page3.tif	

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**PATENT**  
**REEL: 027262 FRAME: 0292**

**BILL OF SALE AND  
ASSIGNMENT AND ASSUMPTION AGREEMENT**

This **BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT**, dated as of October 1, 2010 (this "Bill of Sale and Assignment") by and between Hamilton Sundstrand Corporation ("Seller") and Eagle Acquisition Sub, LLC ("Buyer") (each individually a "Party" and collectively the "Parties"). Capitalized terms used herein but not defined shall have the meanings ascribed to such terms in the Asset Purchase Agreement (as defined herein).

**WITNESSETH:**

**WHEREAS**, Seller and Buyer have entered into an Asset Purchase Agreement, dated as of September 20, 2010 (the "Asset Purchase Agreement") pursuant to which Seller is selling the Purchased Assets and transferring the Assumed Liabilities to Buyer; and

**WHEREAS**, the execution and delivery of this Bill of Sale and Assignment is a condition to Closing under the Asset Purchase Agreement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged, and pursuant to the Asset Purchase Agreement, Seller and Buyer, intending to be legally bound hereby, hereby agrees as follows:

**ARTICLE I**

**AGREEMENT OF PURCHASE AND SALE**

- 1.1 Sale and Assignment of Assets and Properties.** Seller does hereby sell, assign, transfer and deliver to Buyer, and buyer hereby purchases, pays for and accepts from Seller, the Purchase Assets, subject to the terms and conditions of the Asset Purchase Agreement.
- 1.2 Excluded Assets.** Notwithstanding anything contained herein or in the Asset Purchase Agreement to the contrary, Seller is not selling and Buyer is not acquiring, the Excluded Assets in accordance with Section 2.1(b) of the Asset Purchase Agreement.
- 1.3 Assumed Liabilities.** Buyer hereby assumes and agrees to pay, perform and discharge the Assumed Liabilities in accordance with Section 2.2(a) of the Asset Purchase Agreement.
- 1.4 Retained Liabilities.** Notwithstanding anything contained herein or in the Asset Purchase Agreement to the contrary, Seller agrees that it shall retain, and Buyer is not paying and is not assuming, any liability or obligation with respect to any Retained Liabilities in accordance with Section 2.2(b) of the Asset Purchase Agreement.

**ARTICLE II  
FURTHER ASSURANCES AND ASSIGNMENT OF CONTRACTS**

2.1 **General.** In case at any time after the Closing any further action is legally necessary or reasonably desirable to carry out the purposes of this Agreement, each of the Parties will take such further action (including the execution and delivery of such further instruments and documents) as any other Party reasonably may request.

2.2 **Further Assurances.** Subject to the applicable provisions of the Asset Purchase Agreement, Assignor shall, from time to time, at Assignee's request, execute and deliver all of such instruments of sale, transfer, assignment and conveyance an all such notices, releases, acquittances and other documents, and take such other action, as Assignee may reasonably request to effectively transfer, assign and convey to, and vest in, Assignee and to put Assignee in possession of the Assets hereby sold, transferred, assigned and conveyed, or intended so to be.

**ARTICLE III  
MISCELLANEOUS**

3.1 **No Third Party Beneficiaries.** This Bill of Sale and Assignment shall be binding upon and inure solely to the benefit of the parties hereto and their permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Bill of Sale and Assignment.

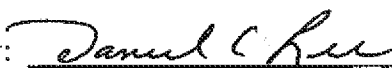
3.2 **Governing Law.** This Bill of Sale and Assignment shall be governed by, and construed in accordance with, the laws of the State of Connecticut.

**IN WITNESS WHEREOF**, each of the Parties hereto has caused this Bill of Sale and Assignment to be executed as of the date first written above.

BUYER  
Eagle Acquisition Sub, LLC

By: \_\_\_\_\_  
Name: Raymon F. Thomson  
Title:

SELLER  
Hamilton Sundstrand Corporation

By:   
Name: Daniel C. Lee  
Title: General Manager, Space Systems

**ARTICLE II  
FURTHER ASSURANCES AND ASSIGNMENT OF CONTRACTS**

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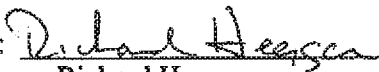
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IN WITNESS WHEREOF, each of the Parties hereto has caused this Bill of Sale and Assignment to be executed as of the date first written above.

BUYER  
Eagle Acquisition Sub, LLC

By:   
Name: Richard Hegger  
Title: Secretary

SELLER  
Hamilton Sundstrand Corporation