

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
SpaceAge Control, Inc.	04/28/2011
RECEIVING PARTY DATA	
Name:	Aero-Instruments Co., LLC
Street Address:	14901 Emery Avenue
City:	Cleveland
State/Country:	OHIO
Postal Code:	44135
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	7549331
Patent Number:	8100582
CORRESPONDENCE DATA	
Fax Number:	(216)241-0816
Phone:	2166228200
Email:	ipdocket@calfee.com,rfalk@calfee.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Calfee, Halter & Griswold LLP
Address Line 1:	1405 East Sixth Street
Address Line 4:	Cleveland, OHIO 44114
ATTORNEY DOCKET NUMBER:	28878/04009
NAME OF SUBMITTER:	Ryan W. Falk
Total Attachments: 5 source=RF2034#page1.tif source=RF2034#page2.tif source=RF2034#page3.tif source=RF2034#page4.tif source=RF2034#page5.tif	

CH \$80.00 7549331

PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT ("Agreement") is entered into as of April ~~28~~, 2011, by and among SpaceAge Control, Inc., a California corporation with an address at 38850 20th Street, Palmdale, California 93550 ("Assignor"), and Aero-Instruments Co., LLC, an Ohio limited liability company, with a place of business at 14901 Emery Avenue, Cleveland, Ohio 44135 ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated April ~~28~~, 2011 (the "Asset Purchase Agreement"), which provides, among other things, that Assignee is purchasing the air data products and accessories division of Assignor;

WHEREAS, Assignor desires to assign to Assignee all of Assignor's rights, title and interests in certain of the Assignor's intellectual property, and Assignee desires to accept the assignment of such intellectual property from Assignor, subject to the terms and conditions of the Asset Purchase Agreement and this Agreement; and

WHEREAS, capitalized terms used in this Agreement and not defined herein are used with the meanings ascribed to such terms in the Asset Purchase Agreement.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, transfers and assigns to Assignee, its successors, assigns or other legal representatives, its entire right, title and interest in and to all United States and foreign utility and design patents and applications, together with any extensions, re-examinations and reissues of such patents, patents of addition, patent applications, divisions, continuations, continuations-in-part, and all subsequent filings in any country or jurisdiction claiming priority therefrom, including the subject matter of any and all claims which may be obtained in such patents or applications, that are owned by Assignor and are Purchased Assets (the "Patents"), including without limitation the patent and application identified on Schedule A, attached hereto and incorporated herein by reference, the same to be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives to the full end of the term for which each patent and application is granted, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

Assignor covenants that it has the full right to convey the entire interest assigned herein, and that it has not executed and will not execute any agreement in conflict herewith, and agrees that it will communicate to Assignee, its successors, assigns or other legal representatives, all facts known to it respecting the Patents, whenever requested in writing by Assignee, and at the expense of Assignee, its successors, assigns or other legal representatives testify in any legal proceedings, sign all lawful papers, execute and deliver all divisional, continuing, reissue and foreign applications, make all rightful oaths and do all lawful acts requisite for the application for such divisional, continuing, reissue or foreign applications, or the procuring thereof, and that if and when the Assignee, its successors, assigns or other legal representatives desire to file a disclaimer relating thereto, Assignor will upon written request by Assignee, sign and deliver all lawful papers requisite for the filing of such disclaimer. Assignor further covenants and agrees that it will, at any time upon written request by Assignee, do everything reasonable to aid the Assignee, its successors, assigns or other legal representatives, either in its own name or that of Assignee, to apply for, obtain and enforce proper patent protection in all countries, including priority rights granted in foreign countries according to all the laws and treaties in force, all without further consideration but at the expense of Assignee, its successors, assigns or other legal representatives.

Assignor further assigns to Assignee, its successors, assigns or other legal representatives, any and all claims for damages by reason of past and continuing infringement of said Patents, and the right to sue for and collect the same for its own use and benefit and that of its successors, assigns or other legal representatives.

[Signature page follows]

In witness whereof, Assignor has executed this Assignment as of this 28 day of April, 2011.

ASSIGNOR

SPACEAGE CONTROL, INC.

By: Thomas M. Anderson III
Thomas M. Anderson III, Chief Executive Officer

State of California)

County of Los Angeles)

ss:

Subscribed to and sworn to (or affirmed) before me on this 28th day of April, 2011, by Thomas M. Anderson III, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Joseph Workman
Notary Public

My commission expires: 02/03/2014

JOSEPH WORKMAN
NOTARY PUBLIC
SEE ADDENDUM PAGE
COMMISSION EXPIRES
FEBRUARY 3RD, 2014

SCHEDULE A

Title	Application Number	Filing Date	Registratio n Number	Registratio n Date	Status/Notes
NOSE SECTION FOR A PITOT PROBE	12/006,413	01/02/2008	7,549,331	06/23/2009	Registered
TEMPERATURE PROBE	12/315,900	12/08/2008	N/A	N/A	Pending Application

CALIFORNIA JURAT ATTACHMENT

☒ SEE ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT: PATENT Assignment Agreement

DOCUMENT DATE: April 28th 2011

NUMBER OF ATTACHED PAGES: 4

Thomas M Anderson III
SIGNATURE OF DOCUMENT SIGNER #1

SIGNATURE OF DOCUMENT SIGNER #2

STATE OF CALIFORNIA:
COUNTY OF LOS ANGELES:

SUBSCRIBED AND SWORN TO (OR AFFIRMED) BEFORE ME ON
THIS 28th DAY OF April, 2011, BY Thomas
M. Anderson, III.

PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE
PERSON(S) WHO APPEARED BEFORE ME.



Joseph John Workman (SEAL)
SIGNATURE OF NOTARY PUBLIC
JOSEPH JOHN WORKMAN

JOSEPH JOHN WORKMAN
4001 INGLEWOOD AVE. STE 101
REDONDO BEACH, CA 90278
310 970-9994
MY COMMISSION EXPIRES ON FEBRUARY 3RD, 2014