

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	06/29/2008
CONVEYING PARTY DATA	
Name	Execution Date
Orbital Recovery Corporation	07/17/2012
RECEIVING PARTY DATA	
Name:	Skycorp, Inc
Street Address:	NASA Ames Research Park
City:	Moffett Field
State/Country:	CALIFORNIA
Postal Code:	94035
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6945500
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	009097.G001
NAME OF SUBMITTER:	Norman Zafman, Esq.
Total Attachments: 4 source=Nunc_Pro_Tunc_signed_7_18_12#page1.tif source=Nunc_Pro_Tunc_signed_7_18_12#page2.tif source=Nunc_Pro_Tunc_signed_7_18_12#page3.tif source=Nunc_Pro_Tunc_signed_7_18_12#page4.tif	

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**NUNC PRO TUNC ASSIGNMENT
OF
UNITED STATES LETTERS PATENT**

WITNESSETH

WHEREAS, Dennis Ray Wingo, having a principal place of business at NASA Ames Research Park, Moffett Field, California 94035, invented certain new and useful improvements ("Invention(s)") as described and set forth in an application for United States Letters Patent filed on 15 August 2003, assigned Serial No. 10/642,259, that is entitled "Apparatus for a Geosynchronous Life Extension Spacecraft" (the "Application") and in the subsequently filed International Application described below.

WHEREAS, on August 14, 2003, Dennis Ray Wingo assigned to SKYCORP INC., a Delaware corporation having a principal place of business at said time at 603 Dement St. N.E., Huntsville, Alabama, 35801, and presently at NASA Ames Research Park, Moffett Field, California 94035 (hereinafter referred to as "Skycorp"), (a) the entire right, title and interest, for the United States of America, in and to said Invention(s), said Application and all the rights and privileges in any application and under any and all patents that may be granted in the U.S. for said Invention(s), including all corresponding provisional, continuation, continuation-in-part, divisional, reissue, and reexamination applications; and (b) the entire right, title and interest in and to said Invention(s) and said Application for all countries foreign to the U.S., including all rights of priority arising from them, and all the rights and privileges under any and all forms of protection, including patents, that may be granted in said countries foreign to the U.S. for them.

WHEREAS, on August 15, 2003 Skycorp filed the Application at the United States Patent Office; and

WHEREAS, on April 13, 2004, Skycorp filed an application pursuant to the Patent Cooperation Treaty ("PCT") based upon and claiming the priority date of the U.S. filed Application, i.e., April 15, 2003, which PCT application was assigned International Application No. PCT/US2004/026398 (hereinafter the "International Application"); and

WHEREAS, on or about September, 2004, Skycorp and ORBITAL RECOVERY CORPORATION, a Cayman Islands registered company having its principal place of business at said time at 212 Piccadilly, London, England, and presently at c/o Thorp Alberga, 103 South Church Street, Grand Cayman KY 1-1106, Cayman Islands (hereinafter referred to as "ORC") entered into an informal agreement pursuant to which Skycorp agreed, for consideration received, to assign to ORC all of Skycorp's rights, title and interests in and to the Application and Inventions, and any and all United States and foreign progeny thereof (hereinafter referred to as the "Skycorp Agreement"); and

WHEREAS, in connection with the Application and its progeny, Skycorp and ORC agreed that (i) Skycorp was the party most suited to continue the prosecution thereof, and (ii) therefore, Skycorp agreed to continue to be responsible for the prosecution thereof, and for the maintenance of any and all United States and foreign patents that may be granted thereon. In

consideration for Skycorp's foregoing agreement to continue said patent prosecution and maintenance, ORC agreed to reimburse Skycorp all of its legal fees and costs incurred in connection therewith (hereinafter referred to collectively as the "Fees and Costs").

WHEREAS, on September 15, 2004, in performance of its obligations under the Skycorp Agreement, Skycorp executed that certain "Deed of Assignment" dated July 9, 2004, whereby Skycorp irrevocably sold, assigned transferred and set over unto ORC inter alia (a) the Application and Invention(s); (b) all of Skycorp's rights, title and interests in and to the Invention(s) disclosed in the Application and the right to apply for patent or other protection in respect of such Invention(s) in any part of the world whether by way of national or supranational patents, and whether or not claiming the priority date of such Application (collectively the "Assigned Applications"; (c) any patent or patent application derived from the Application anywhere in the world, including but not limited to continuation or divisional patent applications, and any patents issuing from this or any of said continuation or divisional patent applications and re-issues thereof (collectively the "Assigned Patents"); and

WHEREAS, in or about July, 2006, pursuant to the Skycorp Agreement, ORC further agreed that, if it failed to pay (or reimburse) Skycorp all of the Fees and Costs due, ORC would reconvey and assign back to Skycorp all rights, title and interest subsequently conveyed to it pursuant to said Deed of Assignment (hereinafter "Reconveyance").

WHEREAS, the above-referenced Deed of Assignment was duly recorded in the United States Patent and Trademark Office on March 15, 2005 and is found at Reel: 015902 and Frame: 0480; and

WHEREAS, on September 20, 2005 United States Patent No. 6,945,500 was issued in the name of Skycorp on the Application (hereinafter referred to as the "U.S. Patent"); and

WHEREAS, when the International Application passed into the National Phase, Skycorp filed an application based thereon in the European Patent Offices, which application was assigned Serial No. 04821589.1 (hereinafter the "European Application"). The European Application designated the following countries for patent protection thereunder: Germany, France, Spain, United Kingdom, Italy and The Netherlands. In November of 2010, a subsequent filing was made in Hong Kong (assigned Serial No. 06112355.8 and subsequently issued as HK Patent No. 1091789 B); and

WHEREAS, by June 29, 2008, ORC had failed to pay (or reimburse) all of the Fees and Costs incurred by Skycorp, and was unable to do so, thereby making operative ORC's legal obligation to effectuate the Reconveyance, as aforesaid; and

WHEREAS, on June 2, 2010, European Patent No. EP 1 654 159 B1 was granted on the European Application (hereinafter the "European Patent"). Skycorp's assignment of the European Application and the European Patent granted thereon was never made of record in the European Patent Office or in the national Patent Offices of any of the designated countries; and

WHEREAS, for various reasons, since June 29, 2008, and thereafter, ORC failed to execute an instrument of assignment so as to effectuate the Reconveyance, as required pursuant to the aforesaid Skycorp Agreement; and

WHEREAS, Skycorp has requested that ORC fulfill its obligation in regard to the Reconveyance and execute this instrument of assignment, nunc pro tunc, June 29, 2008, so as to (i) complete the Reconveyance that should have been effectuated on said date and, (ii) provide to Skycorp a written instrument documenting the Reconveyance for recordation with the United States Patent & Trademark Office in compliance with 35 United States Code Section 261; and

WHEREAS, ORC is willing to execute this instrument of assignment and, thereby, fulfill its foregoing obligation.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, ORC, by these presents, does hereby irrevocably sell, assign, transfer and set over unto Skycorp, its successors, assigns and legal representatives, nunc pro tunc June 29, 2008, the full and exclusive right, title and interest in and to (i) the Application and Invention(s); (ii) all of ORC's right, title and interests in and to the Invention(s) disclosed in the Assigned Applications and the right to apply for patent and other protection in respect of such Invention(s) in any part of the world whether or not claiming the priority date of such Application; (iii) the Assigned Patents; (iv) any reissues of the foregoing which may hereafter be granted in the United States; (v) any reexaminations pertaining to the foregoing; (vi) any and all progeny of the Application and Assigned Applications and Assigned Patents pending in foreign Patent Offices; (vii) any and all foreign counterparts of the foregoing granted by foreign Patent Offices; and (viii) including but not limited to the Assigned Patents identified in Exhibit A attached hereto, including without limitation the right, in Skycorp's sole discretion (but not the obligation):

- (a) to initiate legal actions to recover damages for past infringement of the Assigned Patents or any of their foreign counterparts, and to seek any and all other appropriate legal or equitable relief,
- (b) to settle any such infringement actions, and
- (c) to license other parties to practice the Inventions in the United States and in any other countries in which foreign counterparts of the Assigned Patents have been granted or are pending,

all of the same to be held and enjoyed by Skycorp for its own exclusive use and enjoyment and for the exclusive use and enjoyment of its successors, assigns, or other legal representatives.

ORC hereby represents and warrants, nunc pro tunc June 29, 2008, and thereafter as of the date of execution hereof, that:

- (a) prior to June 29, 2008, it had not, and has not since, assigned or granted to any other person or legal entity anywhere in the world any right or option to acquire the Application, Invention(s), any of the Assigned Application or Assigned Patents, or a license to use the same, or a security interest therein, or any other right or interest of any kind whatsoever therein;
- (b) its execution of this instrument of assignment does not violate any term, provision or condition of any agreement, instrument, understanding or undertaking by ORC with any other person or legal entity anywhere in the world, or otherwise result in ORC's breach or default with respect to any such agreement, instrument, understanding or undertaking;
- (c) its execution hereof does not violate any term, provision or condition of any judicial or arbitration judgment, order, award, writ, injunction or decree to which ORC is or may be subject;
- (d) it has never received notice, nor has it any information indicating, that the making, using or selling of the inventions claimed in any of the Assigned Patents, does or will infringe any patent, copyright, trade secret or any other intellectual property right belonging to any other person or legal entity anywhere in the world;
- (e) it has never received notice, nor does it have any information, indicating that any of the Assigned Patents is or might be invalid or otherwise unenforceable; and
- (f) to the best of its knowledge, no other person or legal entity is or might be infringing any of the Assigned Patents in the United States or in any other country.

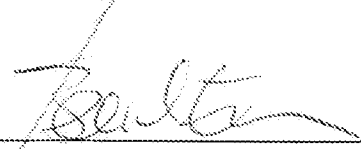
ORC hereby further agrees to execute and have executed all further documents, and to do all things reasonably required to effectuate this Reconveyance, for and at the request of Skycorp and without charge or cost to Skycorp.

IN WITNESS WHEREOF, ORC has caused this instrument to be executed on the date indicated below.

ORBITAL RECOVERY CORPORATION
"ORC"

Dated: 17 July, 2012

By: _____


Baard Eilertsen, duly authorized agent of
Orbital Recovery Corporation