

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ERA Systems, LLC	11/21/2011
RECEIVING PARTY DATA	
Name:	OMNIPOL a.s.
Street Address:	Nekazanka 880/11, Praha 1
City:	Prague
State/Country:	CZECH REPUBLIC
Postal Code:	112 21
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11649350
CORRESPONDENCE DATA	
Fax Number:	2123820888
Phone:	212-382-0700
Email:	jlim@ostrolenk.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:	Ostrolenk Faber LLP
Address Line 1:	1180 Avenue of the Americas
Address Line 4:	New York, NEW YORK 10036
ATTORNEY DOCKET NUMBER:	P/1395-35
NAME OF SUBMITTER:	Kourosh Salehi
Total Attachments: 13 source=01369075#page1.tif source=01369075#page2.tif source=01369075#page3.tif source=01369075#page4.tif	

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INTELLECTUAL PROPERTY AGREEMENT

This Intellectual Property Agreement (the "Agreement") is being entered into as of November 21, 2011 (the Effective Date) between Era Systems, LLC, a Delaware limited liability company and a wholly-owned subsidiary of SRA International, Inc., having an office at 4300 Fair Lakes Court, Fairfax, VA 22033 ("ERA"), and Omnipol a.s., a Czech company with identification number 25063138, having a place of business at Nekázanka 880/11, Prague 1, Postal Code 112 21, registered in the Commercial Register with the Municipal Court in Prague under Ref. No. B.4152 ("Omnipol"), under which ERA agrees to assign and/or license certain intellectual property to Omnipol under the terms and conditions stated below.

ARTICLE 1. Definitions

In this Agreement, the following terms have the meanings specified or referred to in this Article or in the Securities Purchase Agreement and shall be equally applicable to both the singular and plural forms.

"Affiliates" shall mean with respect to any Person, or any other Person directly or indirectly controlling, directly or indirectly controlled by, or under direct or indirect common control with such Person or a member of such Person's immediate family; or if such Person is a partnership, any general partner of such Person or a Person controlling any such general partner. For purposes of this definition, "control", (including "controlled by" and "under common control with") shall mean the power, directly or indirectly, to direct or cause the direction of the management and policies of such Person whether through ownership of voting securities, by contract, or otherwise.

"Person" shall mean any individual, corporation, partnership, limited liability company, joint venture, trust, bank, unincorporated organization or government or any department, agency, or political subdivision thereof, or other legal entity.

"Securities Purchase Agreement" [REDACTED]

A. "Assigned Patents" shall mean the patents and patent applications listed in Exhibit

Exhibit B. "Licensed Patents" shall mean the patents and patent applications listed in

ARTICLE 2. Assignment.

- (a) ERA hereby assigns to Omnipol all of its right, title and interest in and to the Patents listed in Exhibit A, attached hereto.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

ARTICLE 3. Licenses

(a) [REDACTED]

(b) [REDACTED]

(c) [REDACTED]

(d) [REDACTED]

ARTICLE 4. Intellectual Property Ownership and Confidentiality

(a) Ownership

[REDACTED]

(b) Copyright and Trademark Notices

[REDACTED]

(c) Confidentiality

[REDACTED]

ARTICLE 5. Indemnifications

[REDACTED]

ARTICLE 6. Remedies

ARTICLE 7. Term and Termination

(a) This Agreement shall continue in perpetuity unless terminated in accordance with subsections (b), (c) or (d) below.

(b) Either party may terminate this Agreement immediately upon giving written notice to the other party in the event of: (i) the liquidation or bankruptcy of the other party, either voluntary or compulsory, but this shall not include a voluntary liquidation for the purposes of solvent reconstruction; or (ii) the appointment of a receiver, liquidator, manager or trustee in bankruptcy for the other party; or (iii) anything analogous to any of the above in any other jurisdiction.

(c) ERA may terminate this Agreement immediately pursuant to Article 6, Remedies.

(d) On lawful termination of this Agreement and without prejudice to any accrued rights or claims which either party may have against the other: (i) Omnipol shall cease to use, promote, sell, distribute and sublicense the Licensed Patents or other materials supplied by ERA or produced under the terms of this Agreement.

(e)

(f)

ARTICLE 8. Examination

[REDACTED]

ARTICLE 9. No Other Representations or Warranties and Disclaimer of Liability

(a) [REDACTED]

[REDACTED]

(b) [REDACTED]

[REDACTED]

ARTICLE 10. Export

The Assigned Patents and Licensed Patents, including technical data, is or may be subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations, and may be subject to export or import regulations in other countries. Omnipol agrees to comply, and cause any licensee or sublicensee to comply, strictly with all such regulations and acknowledges that it has the responsibility to obtain licenses to export, re-export, or import the Assigned Patents or Licensed Patents and technology related thereto. Omnipol shall indemnify and hold harmless ERA from liability for any and all costs, damages and expenses as a result of any failure of Omnipol or any licensee or sublicensee to comply with such export laws.

ARTICLE 11. Miscellaneous

(a) Notices. All notices, requests, demands, and other communications under this Agreement shall be in writing and delivered in person or sent by facsimile or sent by certified mail, postage prepaid, or by nationally recognized courier service and properly addressed as follows:

to ERA:

Era Systems Corporation
4300 Fair Lakes Court
Fairfax, Virginia 22033
Facsimile: (703) 803-1509
Email: mark_mayhugh@sra.com
Attn: Mark C. Mayhugh

to Omnipol:

OMNIPOL a.s.
Nekázanka 11/880
Praha 1
Prague
Czech Republic
Facsimile: _____
Email: _____
Attn: Mr. Michal Hon

Any party hereto may from time to time change its address for the purpose of notices to that party by a similar notice specifying a new address, but no such change shall be deemed to have been given until it is actually received by the party sought to be charged with its contents. All notices and other communications required or permitted under this Agreement which are addressed as provided in this Section if delivered personally, by facsimile or by nationally recognized courier service, shall be effective upon delivery; and, if delivered by mail, shall be effective three days following deposit in the United States mail, postage prepaid.

(b) Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original with the same effect as if the signatures hereto and thereto were upon the same instrument. This Agreement or any counterpart may be executed via facsimile or other electronic transmission, and any such executed facsimile or other electronic copy shall be treated as an original. This Agreement shall become effective when each party hereto or thereto, as the case may be, shall have received a counterpart thereof signed by the other parties hereto or thereto, as the case may be.

(c) Entire Agreement. This Agreement and the other Transaction Documents supersede all prior negotiations, agreements and understandings among the parties hereto with respect to the subject matter of this Agreement and constitute the entire agreement among the parties hereto.

(d) Assignability. Except in connection with Omnipol's sale, transfer, disposition, reorganization or restructuring of all or substantially all of the business to which this Agreement relates, provided in such cases that Omnipol shall make reasonable efforts to provide written notice to ERA, Omnipol shall not assign this Agreement nor the license granted hereunder in whole or in part, whether by operation of law or otherwise, without the express written consent of ERA and any such attempted assignment shall be void and unenforceable. This Agreement and the rights and obligations hereunder shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors or assignees.

(e) Amendment; No Waiver of Rights. This Agreement may be amended, supplemented or otherwise modified only by a written instrument executed by both parties. All waivers hereunder must be made in writing, and failure of any party at any time to require another party's performance of any obligation under this Agreement shall not constitute a waiver of or otherwise affect the right subsequently to require performance of that obligation.

(f) Subject Headings. The subject headings of the Articles and Sections of this Agreement are included for the purposes of convenience only, and shall not affect the construction or interpretation of any of the provisions of this Agreement.

(g) Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement should be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.

(h) Dispute Resolution and Governing Law. Except for certain injunctive judicial relief authorized under this Agreement which may be brought at any time, the parties agree that all disputes between them shall first be submitted to their respective contract administrators for resolution, and if not resolved, shall then be submitted for informal resolution to their respective chief operating officers or designee for a period of thirty (30) days. Any remaining dispute shall be submitted to an arbitrator, mutually agreed upon by the parties and having experience in the field of the disputes. All proceedings shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association and held in the State of New York. The award of the arbitrators shall include a written explanation of their decision, shall not extend

beyond the remedies expressly provided for under this Agreement and shall be binding upon the parties and enforceable in any court of competent jurisdiction. This Agreement will be governed and construed in accordance with the laws of the State of New York, irrespective of its choice of law rules.

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EXHIBIT A – ASSIGNED PATENTS and PATENT APPLICATIONS

Issued Patents

Method and Apparatus for ADS-B Validation, Active and Passive Multilateration and Elliptical Surveillance, EP 1,906,204

Method and Apparatus to Extend ADS Performance Metrics, EP1884908

Method and Apparatus for Improving the Surveillance Coverage and Target Identification in a Radar Based Surveillance System, U.S. 5,999,116

Method and Apparatus for Improving the Utility of Automatic Dependent Surveillance, U.S. 6,633,259

Method and Apparatus for Improving the Surveillance Coverage and Target Identification in a Radar Based Surveillance System, U.S. 6,211,811

Method and Apparatus for Improving the Utility of Automatic Dependent Surveillance, U.S. 6,567,043

Method and Apparatus for Improving the Utility of Automatic Dependent Surveillance, U.S. 6,806,829

Minimum Safe Altitude Warning, U.S. 7,126,534

Method and apparatus to improve ADS-B Security, U.S. 7,495,612

Use of Geo-Stationary Satellites to Augment Wide Area Multilateration Synchronization, U.S. 7,375,683

Method and System for Elliptical-Based Surveillance, U.S. 7,477,193

Method and Apparatus to Extend ADS Performance Metrics, U.S. 7,429,950

Method and Apparatus for ADS-B Validation, Active and Passive Multilateration and Elliptical Surveillance, U.S. 7,570,214

Deployable Passive Broadband Aircraft Tracking, U.S. 7,777,675

Enhanced Passive Coherent Location Techniques to Track and Identify UAVs, UCAVs, MAVs, and Other Objects, U.S. 7,782,256

Method and apparatus to improve ADS-B Security, U.S. 7,423,590

Aircraft Tracking Using Low-Cost Tagging as a Discriminator, U.S. 7,965,227

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EXHIBIT A continued

Patent Applications Pending in the U.S. P.T.O.

Deployable Intelligence and Tracking System for Homeland Security and Search and Rescue, 11/649,350

Transmitter Independent Techniques to Extend the Performance of Passive Coherent Location, U.S. 11/688,348

Method and Apparatus for ADS-B Validation, Active and Passive Multilateration and Elliptical Surveillance, 12/471,384

Multilateration Enhancements for Noise and Operations Management, 12/565,654

Extension of Aircraft Tracking and Positive Identification from Movement Areas into Non Movement Areas, 12/697,234

Time Synchronization Via Over-Determined Measurements, 61/474350

Patent Applications Pending in the EPO:

Deployable Passive Broadband Aircraft Tracking, EPO Pending 07018565.7

Deployable Intelligence and Tracking System for Homeland Security and Search and Rescue, EPO Pending 07024271.4

Enhanced Passive Coherent Location Techniques to Track and Identify UAVs, UCAVs, MAVs, and Other Objects, EPO Pending 08008008.8

Transmitter Independent Techniques to Extend the Performance of Passive Coherent Location, EPO Pending 08002332.8

EXHIBIT B - LICENSED PATENTS

U.S. Patent No.	[REDACTED]	[REDACTED]	[REDACTED]
U.S. Patent No.	[REDACTED]	[REDACTED]	[REDACTED]
U.S. Patent No.	[REDACTED]	[REDACTED]	[REDACTED]
U.S. Patent No.	[REDACTED]	[REDACTED]	[REDACTED]
U.S. Patent No.	[REDACTED]	[REDACTED]	[REDACTED]
U.S. Patent No.	[REDACTED]	[REDACTED]	[REDACTED]
U.S. Patent No.	[REDACTED]	[REDACTED]	[REDACTED]
U.S. Patent No.	[REDACTED]	[REDACTED]	[REDACTED]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

ERA SYSTEMS, LLC

By: Richard J. Nadeau
Name: Richard J. Nadeau
Title: Chief Financial Officer

OMNIPOL

By: Michael Hon
Name: MICHAEL HON
Title: CEO & GENERAL DIRECTOR