

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Jordan Chabinsky</td> <td>05/14/2012</td> </tr> <tr> <td>Jeffrey Jew</td> <td>05/08/2012</td> </tr> <tr> <td>Philip Soletsky</td> <td>05/05/1997</td> </tr> <tr> <td>David E. Lindenbaum</td> <td>05/23/2012</td> </tr> </tbody> </table>		Name	Execution Date	Jordan Chabinsky	05/14/2012	Jeffrey Jew	05/08/2012	Philip Soletsky	05/05/1997	David E. Lindenbaum	05/23/2012
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Jordan Chabinsky	05/14/2012										
Jeffrey Jew	05/08/2012										
Philip Soletsky	05/05/1997										
David E. Lindenbaum	05/23/2012										
RECEIVING PARTY DATA											
Name:	BAE Systems Information and Electronic Systems Integration Inc.										
Street Address:	65 Spit Brook Road										
City:	Nashua										
State/Country:	NEW HAMPSHIRE										
Postal Code:	03060										
PROPERTY NUMBERS Total: 1											
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>13460119</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	13460119						
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Application Number:	13460119										
CORRESPONDENCE DATA											
Fax Number:	5167424366										
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>											
Phone:	516-742-4343										
Email:	ANNA@SSMP.COM										
Correspondent Name:	Scully, Scott, Murphy & Presser, P.C.										
Address Line 1:	400 Garden City Plaza, Suite 300										
Address Line 4:	Garden City, NEW YORK 11530										
ATTORNEY DOCKET NUMBER:	27581 (BAEP-1581)										
NAME OF SUBMITTER:	Paul J. Esatto, Jr.										
<p>Total Attachments: 13 source=27581_Assignments#page1.tif</p>											

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ASSIGNMENT

In consideration of One Dollar (\$1.00), and other good and valuable considerations, the receipt of which is hereby acknowledged, we the undersigned,

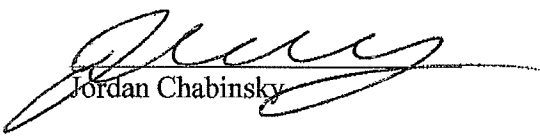
Hereby sell, assign and transfer to BAE Systems Information and Electronic Systems Integration Inc. , a corporation of Delaware, having a place of business at 65 Spit Brook Road, Nashua, New Hampshire 03060, its successors, assigns and legal representatives, the entire right, title and interest for all countries, in and to any and all improvements which are disclosed and claimed, and as possessed by the undersigned, any and all improvements which are disclosed but not claimed, in the application for United States Patent, which has been executed by the undersigned on *even date* and is entitled PRE-JAM WAVEFORMS FOR ENHANCED OPTICAL BREAKLOCK JAMMING EFFECTS and in and to said application and all divisional, continuing, substitute, renewal, reissue, and all other applications for Letters Patent which have been or shall be filed on any of said improvements disclosed in said application; and in and to all original and reissued patents which have been or shall be issued on said improvements;

Authorize and request the Commissioner of Patents to issue to said Assignee, the corporation above named, its successors, assigns and legal representatives, in accordance with this assignment, any and all United States Letters Patent on said improvements, or any of them, disclosed in said application;

Agree that said Assignee may apply for and receive foreign Letters Patent for said improvements, or any of them; and may claim, in applications for said foreign Letters Patent, the priority of the aforesaid United States application under the provisions of the International Convention; and that, when requested, without charge to but at the expense of said Assignee, its successors, assigns and legal representatives, to carry out in good faith the intent and purpose of this assignment, the undersigned will, for the United States and all foreign countries, execute

all divisional, continuing, substitute, renewal, reissue and all other patent applications on any and all said improvements; execute all rightful oaths, assignments, powers of attorney and other papers; communicate to said Assignee its successors, assigns and representatives, all facts known to the undersigned relating to said improvements and the history thereof; testify in all legal proceedings; and generally do everything possible which said Assignee, its successors, assigns or representatives shall consider desirable for aiding in securing, maintaining and enforcing proper patent protection for said improvements and for vesting title to said improvements and all applications for patents and all patents on said improvements, in said Assignee, its successors, assigns and legal representatives; and

Covenant with said Assignee, its successors, assigns and legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.


Jordan Chabinsky

Date: 5-14-12
Witness: Warren L. Clash

Jeffrey Jew

Date: _____
Witness: _____

Philip Soletsky

Date: _____
Witness: _____

David E. Lindenbaum

Date: _____
Witness: _____

DOCKET NO.:27581
(BAEP-1581)

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Date: _____

Witness: _____

Date: 5/8/12

Witness: Jeffrey R. Minch
Jeffrey R. Minch

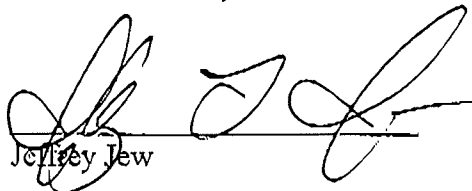
Date: _____

Witness: _____

Date: _____

Witness: _____

Jordan Chabinsky


Jeffrey Jew

Philip Soletsky

David E. Lindenbaum

Proprietary Info 199705

EMPLOYEE PROPRIETARY INFORMATION AND INNOVATION AGREEMENT

(Corporate Policy Statement CPS-006 / Form No C-006-1)

THIS AGREEMENT made between PHILIP SOLETSKY, the undersigned employee, and Lockheed Martin Corporation, a Maryland corporation, hereinafter referred to as "LMC" or "the Corporation," WITNESSETH.

LMC has developed and uses technical and non-technical information vital to the success of the Corporation's business. Generally, LMC employees become acquainted with this information and, depending on job assignments and responsibilities, may contribute to it either through inventions, discoveries, improvements, computer programs, mask works, works of authorship (collectively called "Innovations"), or through studies, analyses, proposals, business plans (collectively called "Work for Hire") or otherwise. Therefore, it is necessary for the Corporation to protect certain of this technical and non-technical information generated by its employees by holding it as proprietary and confidential, or by obtaining statutory protection (patents, trademarks, mask works, copyrights) or common law protection (trade secrets) or both.

In consideration of and as part of the terms of my continued employment or regular employment by LMC and the salary or wages paid me during such employment, it is hereby agreed:

1. PROPRIETARY INFORMATION

I shall not, except as authorized by the Corporation, at any time during or after my employment directly or indirectly disclose to any other person or entity any proprietary or sensitive information of the Corporation or of others (collectively called "Proprietary Information"), which has come into the Corporation's or my possession in the course of my employment with the Corporation; nor shall I use any such Proprietary Information for my personal use or advantage or make it available to others. Neither shall I disclose or use, directly or indirectly, any Proprietary Information, or make such information available to others for use in competition with the Corporation for opportunities being performed or being pursued by the Corporation. Proprietary Information includes existing and contemplated technical information such as, for example, compositions, formulas, products, processes, methods, systems, designs, specifications, mask works, testing or evaluation procedures, machines, manufacturing procedures, production techniques, research and development activities, inventions, discoveries and improvements and also existing and contemplated business, marketing and financial information such as, for example, business plans and methods, marketing information, cost estimates, forecasts, financial data, bid and proposal information, customer identification, and sources of supply.

All information, both technical and non-technical, regarding the Corporation's businesses in whatever form, including but not limited to text, drawings, mask works or computer software programs, is presumed to be proprietary and confidential until it becomes public information lawfully and without breach of confidential obligation.

2. INNOVATIONS

I agree to disclose promptly and fully to the Corporation all Innovations and/or Work for Hire, whether or not patentable, copyrightable or registrable, including but not limited to products, processes, methods, systems, designs, techniques, mask works, computer programs, facilities, equipment, and devices that have been or may be conceived, made or authored by me solely or jointly with others during the period of my employment with the Corporation: (a) which are along the lines of or relate to the business, work, or investigations of the Corporation or of any company with which it is affiliated; (b) which result from or arise out of any work that I may do for or on behalf of the Corporation; (c) which result from or arise out of any Proprietary Information that may have been disclosed or otherwise made available to me as a result of duties assigned me by the Corporation; or (d) that are otherwise made through the use of the Corporation's time, facilities or materials. All such Innovations and Work for Hire shall be the sole and exclusive property of Lockheed Martin and I hereby assign to the Corporation all of my right, title and interest therein.

3. EXECUTION OF DOCUMENTS

I also agree during and after my employment to execute all documents and perform all reasonable acts requested by the Corporation relating to the perfection and exercise of the Corporation's rights in all innovations described in Paragraph 2 above, including but not limited to the assignment and exploitation of, and application, issuance, and maintenance of U.S. and foreign statutory protection for such innovations.

4. RECORDS AND DOCUMENTS; PRIOR INVENTIONS

All records, documents, and other writings including text, drawings, computer software programs, mask works or works of authorship relating to or containing Proprietary Information as defined above, and which are prepared or created by me or which may come into my possession during my employment, are deemed to be the property of the Corporation. Upon termination of my employment, I agree to leave all such records, documents, and writings and all copies thereof with the Corporation. Listed and briefly described on the reverse side are all inventions not previously assigned to my former employers and which I conceived and made prior to my employment with the Corporation. Such listed inventions are not included under this Agreement. I agree to notify the Corporation promptly in writing if their actual or projected use comes to my attention. I also agree that I will not disclose to or use on behalf of the Corporation any proprietary or confidential information of any third party without authorization therefrom.

5. MISCELLANEOUS

No provision in this agreement is intended to require assignment of any of my rights in an invention for which no equipment, supplies, facilities, or trade secret information of the Corporation was used, and which was developed entirely on my own time, unless such invention (1) relates to the business of the Corporation or to the actual or demonstrably anticipated research or development of the Corporation; or (2) results from any work performed by me for the Corporation. This Agreement shall be binding upon me, my heirs, administrators, assigns, executors, or other legal representatives and shall be binding upon and inure to the benefit of the Corporation, its assigns, nominees or successors, however, neither this Agreement nor any provision thereof shall be construed to be an employment agreement. I agree that either during or after my employment the Corporation may advise others of the existence of this Agreement and the provisions of all or any part thereof.

LOCKHEED MARTIN CORPORATION

EMPLOYEE

By: M. G. ...

Signature of Employee: Philip Soletsky

Title: _____

Date: 5/5/97

Note: The term "Confidential" as used herein does not refer to official security classification of the United States Government

TRANSACTION AGREEMENT

Dated as of July 13, 2000

By and Between

LOCKHEED MARTIN CORPORATION

and

BAE SYSTEMS Sanders Inc.

and

BAE SYSTEMS NORTH AMERICA, INC.

in the preparation of the Opening Statement, as disclosed in the notes to the Financial Statements applied on a consistent basis, except as otherwise set forth in Note 3 to the Financial Statements.

(c) If the Final Net Asset Amount is greater than \$621,627,000 plus 50% of the amount of net cash (after expenses and Taxes (less any Tax benefit to Seller resulting from any such payment)), if any, received by Seller after the date of this Agreement and before the Closing Date in connection with, or as consideration for, the disposition of certain opto-electronic technologies of the AES Business contemplated by the definition of TeraConnect Equity (or such greater or lesser amount as adjusted pursuant to the last paragraph of Note 3 to the Financial Statements), the difference shall be paid to Seller by Buyer with simple interest thereon from the Closing Date to the date of payment at a floating rate per annum equal to the per annum interest rate announced from time to time by Morgan Guaranty Trust Company of New York as its prime rate in effect. If the Final Net Asset Amount is less than \$621,627,000 plus 50% of the amount of net cash (after expenses and Taxes (less any Tax benefit to Seller resulting from any such payment)), if any, received by Seller after the date of this Agreement and before the Closing Date in connection with, or as consideration for, the disposition of certain opto-electronic technologies of the AES Business contemplated by the definition of TeraConnect Equity (or such greater or lesser amount as adjusted pursuant to the last paragraph of Note 3 to the Financial Statements), the difference shall be paid to Buyer by Seller with simple interest thereon from the Closing Date to the date of payment at a floating rate per annum equal to the per annum interest rate announced from time to time by Morgan Guaranty Trust Company of New York as its prime rate in effect. Such payment shall be made in immediately available funds not later than five Business Days after the determination of the Final Net Asset Amount by wire transfer to a bank account designated in writing by the party entitled to receive the payment.

(d) Subject to any applicable privileges (including, without limitation, the attorney-client privilege), Seller shall make available to Buyer and, upon request, to the independent accountants selected pursuant to Section 2.04(a), the books, records, documents and work papers underlying the preparation of the Opening Statement and the calculation of the Proposed Final Net Asset Amount. Subject to any applicable privileges (including without limitation, the attorney-client privilege), Buyer shall make available to Seller and, upon request, to the independent accountants selected pursuant to Section 2.04(a), the books, records, documents and work papers created or prepared by or for Buyer in connection with the review of the Proposed Final Net Asset Amount and the other matters contemplated by Section 2.04(a).

(e) The fees and expenses, if any, of the accounting firm selected to resolve any disputes between Seller and Buyer in accordance with Section 2.04(a) shall be paid one-half by Seller and one-half by Buyer.

Section 2.05 Assignment of Contracts.

(a) Anything in this Agreement to the contrary notwithstanding, this Agreement shall not constitute an agreement to assign or otherwise sell, convey or transfer any Contract, or any claim, right or benefit arising thereunder or resulting therefrom, or to enter into any other agreement or arrangement with respect thereto, if an attempted assignment, sale, conveyance or transfer thereof, or entering into any such agreement or arrangement, without the consent of a third party, would constitute a breach thereof, or other contravention thereunder, be ineffective

with respect to any party thereto or in any way adversely affect the rights of any Seller Company or Buyer Company thereunder; provided, however, that at such time, if any, as such Contract may be so assigned, sold, conveyed or transferred without having any of the foregoing consequences, such Contract shall be so assigned, sold, conveyed and transferred. With respect to any such Contract as to which the consent of a third party is necessary, or any claim, right or benefit arising thereunder or resulting therefrom, promptly after the date hereof, the parties hereto will use reasonable commercial efforts to obtain the written consent of the other parties to any such Contract for the sale, transfer or assignment thereof to Buyer, or written confirmation from such parties reasonably satisfactory in form and substance to Seller and Buyer confirming that such consent is not required. Until such consent is obtained with respect to any such Contract, Seller and Buyer will cooperate to establish an arrangement effective as of the Closing (including through a subcontracting, subleasing, sublicensing or similar arrangement) reasonably satisfactory to Buyer and Seller under which Buyer would obtain, to the maximum extent practicable, the claims, rights and benefits of Seller Companies and Seller Companies will enforce at the request of and for the benefit of Buyer any and all claims, rights and benefits of Seller Companies against any third party thereto arising from any such Contract (including the right to elect to terminate such Contract in accordance with the terms thereof upon the request of Buyer). To the extent, and only to the extent, Buyer is able to receive the economic claims, rights and benefits of such Contract, Buyer shall be responsible for, and shall assume, the Assumed Liabilities, if any, arising in connection thereunder.

(b) Seller Companies will promptly pay to Buyer, when received, all monies received by Seller Companies under any Transferred Asset or any claim, right or benefit arising thereunder not transferred as a result of the provisions of this Section 2.05.

(c) At the request of Seller and subject to Section 6.03(c) and the last sentence of Section 7.01, Buyer shall use reasonable commercial efforts to assist Seller in seeking the unconditional release of Seller Companies from any and all obligations or liabilities under or in respect of any Contract, lease relating to any AES Leased Facility or Government Bid constituting a Transferred Asset.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF SELLER

Section 3.01 Representations and Warranties of Seller. Seller represents and warrants to Buyer and Guarantor as set forth in Exhibit B.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF BUYER AND GUARANTOR

Section 4.01 Representations and Warranties of Buyer and Guarantor. Buyer and Guarantor, jointly and severally, represent and warrant to Seller as set forth in Exhibit C.

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be duly executed by their respective authorized officers on the day and year first above written.

LOCKHEED MARTIN CORPORATION

By: [Signature]
Name: Robert Stevens
Title: Executive Vice President and Chief Financial Officer

BAE SYSTEMS SANDERS INC.

By: [Signature]
Name: Earle D. Munns
Title: Secretary

BAE SYSTEMS NORTH AMERICA, INC.

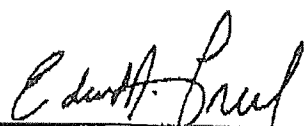
By: [Signature]
Name: Earle D. Munns
Title: Vice President & Associate General Counsel

Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "BAE SYSTEMS SANDERS INC.", CHANGING ITS NAME FROM "BAE SYSTEMS SANDERS INC." TO "BAE SYSTEMS INFORMATION AND ELECTRONIC SYSTEMS INTEGRATION INC.", FILED IN THIS OFFICE ON THE ELEVENTH DAY OF OCTOBER, A.D. 2000, AT 1 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.




Edward J. Freel, Secretary of State

3259046 8100

AUTHENTICATION: 0729246

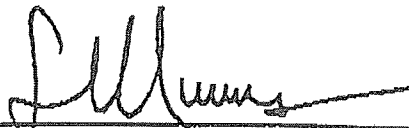
001512755

DATE: 10-11-00

PATENT
REEL: 029159 FRAME: 0637

IN WITNESS WHEREOF, said BAE SYSTEMS Sanders Inc. has caused this certificate to be signed by Earle D. Munns, its Secretary, this 11th day of October, 2000.

BAE SYSTEMS Sanders Inc.

BY: 

Earle D. Munns
Secretary

cr(linc.ann)

ASSIGNMENT

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Jordan Chabinsky

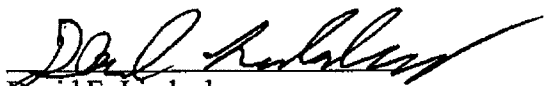
Date: _____
Witness: _____

Jeffrey Jew

Date: _____
Witness: _____

Philip Soletsky

Date: _____
Witness: _____



David E. Lindenbaum

Date: 5/23/2012
Witness: _____