

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Luca Benassi	12/10/2012
RECEIVING PARTY DATA	
Name:	Ultra Electronics Limited
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City:	Greenford, Middlesex
State/Country:	UNITED KINGDOM
Postal Code:	UB6 8UE
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12530114
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NAME OF SUBMITTER:	Stephen A. Soffen, Reg. No. 31,063
Total Attachments: 7 source=m0025_0427_assignment#page1.tif source=m0025_0427_assignment#page2.tif source=m0025_0427_assignment#page3.tif source=m0025_0427_assignment#page4.tif source=m0025_0427_assignment#page5.tif source=m0025_0427_assignment#page6.tif source=m0025_0427_assignment#page7.tif	

OP \$40.00 12530114

Affidavit of Ian McGregor Stothers
For Submission to the United States Patent and Trade Mark Office

I, Ian McGregor Stothers, being duly sworn, hereby depose and state as follows:

1. I make this affidavit based on my own personal knowledge.
2. I am an employee of Ultra Electronics Limited (Controls Division) of Vitrum Building, St John's Innovation Park, Cowley Road, Cambridge, Cambridgeshire, CB4 0WS, England, which is a wholly owned division of Ultra Electronics Limited of 417 Bridport Road, Greenford, Middlesex, UB6 8UE, England and presently hold the position of Technical Director of Ultra Electronics Limited (Controls Division).
3. Ultra Electronics Limited (Controls Division) has been delegated responsibility for the management of matters relating to the present US Patent Application No. 12/530,114 (filed on 04 September 2009 in the name of Ultra Electronics Limited of 417 Bridport Road, Greenford, which is a US National phase application of International Patent Application PCT/GB2008/000737, filed 05 March 2008, which claims priority from UK Patent Application GB0704224.5, filed 05 March 2007).
4. Within Ultra Electronics Limited (Controls Division), the ultimate responsibility for decisions relating to the present US patent application lies with me, as Technical Director of Ultra Electronics Limited (Controls Division).
5. It is my understanding that Luca Benassi is an inventor of the subject matter contained within the present US patent application.
6. Luca Benassi was employed as a Systems Engineer by Ultra Electronics Limited (Controls Division) between 24 September 2003 and 30 June 2008.
7. Luca Benassi, as a Systems Engineer, was to report to the Technical Director during his employment, and that his normal duties included (but were not limited to): conceptualising, developing, designing Aerospace and Defence products and support equipment in accordance with Customer requirements and internal Company procedures.
8. It is my understanding that Luca Benassi's contract of employment was updated on 01 June 2005. It is also my understanding that the updated contract of employment recites that all inventions made by Luca Benassi in the course of his normal duties shall belong to Ultra Electronics Limited (Controls Division).
9. It is my understanding that, under Section 39(1) of The (UK) Patent Act 1977 (as amended), an invention made by an employee shall be taken to belong to his

employer if the invention was made in the course of the normal duties of the employee.

9. It is my understanding that Luca Benassi conceived of and developed the subject matter of the present invention during his employment at Ultra Electronics Limited (Controls Division) and that those activities fell within the course of his normal duties as a Systems Engineer.

10. It is my understanding that, according to English law, the invention belongs to Ultra Electronics Limited.

SIGNED AND SWORN TO UNDER THE PAINS AND PENALTIES OF
PERJURY, THIS 1st DAY OF ~~27~~ 2012



Ian McGregor Stothers



Statutory Statement of Employment Particulars as required by Part 1 of the Employment Rights Act 1996

Name of Employer: Ultra Electronics Ltd – Controls Division ("the Company")

Name of Employee: Luca Benassi (you")

INTRODUCTION

This statement sets out certain particulars of the terms and conditions of your employment which apply to you in accordance with Part 1 of the Employment Rights Act 1996. You should retain this statement, and you are asked to sign and return the enclosed copy to indicate your agreement with the particulars contained in the statement.

CONTINUOUS EMPLOYMENT

Your employment with this Company began on:
Your period of continuous employment for the purposes of the Employment Rights Act 1996 (taking into account any service with this Company or with a previous employer which counts) began on

JOB TITLE

You are employed as: Systems Engineer. This job title does not limit your duties, and the Company may require you from time to time to do any work within your capability.

PLACE OF WORK

You will normally be employed at Cambridge. However the Company may from time to time require you to transfer on a temporary or permanent basis to other group businesses or sites situated within reasonable commuting distance of this location.

Some travel on Company business, including to overseas locations, may be expected. However, the Company does not currently envisage that you will be required to work outside the United Kingdom for continuous periods of more than one month at a time during your employment. You will be given written notification if there is a change in this position.

COLLECTIVE AGREEMENTS

There are no collective agreements applicable to your employment.

REMUNERATION

Rate of Pay: 32,500 (Thirty Two Thousand, Five Hundred Pounds Sterling) per annum
Pay Interval: Monthly
Pay Day: On or about the 26th of each month
Method of Payment: Credit transfer
You are not eligible for overtime payments. (See working hours below)
The Company may deduct from your net pay or any monies otherwise due to you any sum owed by you to the Company including overpayment or loans made by the Company

HOURS OF WORK

Full Time/Part Time: Full Time
Normal Working Hours: 8.30am to 4.30pm Monday to Thursday, 8.30am to 4.00pm Friday. With 30 minutes each day for lunch
Pattern of working hours – the company reserves the right to review and amend the pattern of working hours specified above in response to business need. You will normally be given prior notice of any such amendment which affects your normal working hours.
Normal working week: 37 hours. You are required to work such additional hours as are necessary to carry out your duties satisfactorily subject to the provisions of the Working Time Regulations.
Working Time Regulations: You will be expected to comply with Company policy, as amended from time to time by the Company, which is designed to ensure that the Company complies with the provisions of the Working Time Directive. You will be required as directed to participate in any time recording systems as introduced or amended by the Company from time to time.

HOLIDAY

Holiday Year: April 1 st to March 31 st
Public Holidays: 8 days
Annual Holiday Entitlement: 25 working days.
The above entitlement to Public and Annual holidays includes any entitlement to Statutory Annual Leave as defined by the Working Time Regulations.
Please note that annual holiday entitlement may only be taken with the prior authorisation of the person to whom you are responsible. Further details of employee notification requirements are contained in the Ultra Electronics Employee Guide. You are required to retain up to 4 days of your 25 days annual holiday entitlement as designated by the Company annually for the Christmas/New Year closedown. On joining you will be advised of the number of days that apply in the then current holiday year.
Accrual: - in the years of joining and leaving the annual holiday entitlement accrues at the rate of 2 days per completed month of service. On leaving, you will be paid in lieu for accrued outstanding holidays and you will be liable to reimburse the Company in respect of holidays taken in advance of entitlement. This will be effected in whole or in part by a deduction from your final pay.

SICKNESS ABSENCE & SICK PAY

SSP Qualifying Days: Monday to Friday

Subject to a minimum of three months' continuous service, sickness payments for absence due to sickness or injury may be made in accordance with the Sick Pay arrangements determined by the Company from time to time and detailed in the Ultra Electronics Employee Guide. The current sickness payment schedule per rolling twelve month period is as follows:

Service	Maximum period
0-3 months	Nil
3 months – 2 years	8 weeks
2 years – 5 years	13 weeks
5 years – 10 years	18 weeks
Over 10 years	26 weeks

Payments under the Sick Pay arrangements are inclusive of SSP and are made at the Company's discretion.

In the event of absences caused by the actionable negligence of a third party any company sick pay received as a result of the absence will be deemed to be a loan and the company reserves the right to repayment of the said loan in the event that you recover damages for loss of earnings under a compromise, settlement or judgement in respect of the absence. You are required to notify the company of any such incidents and details of any damages recovered.

MEDICAL EXAMINATIONS

The Company reserves the right to require you to see a Medical Practitioner at any time during your service with the Company.

NOTICE

You are entitled to receive and must give the following notice in writing:

From the employer: Up to 4 years service, 4 weeks and thereafter one week for each year of service, up to a maximum of twelve weeks.

From the employee: 4 weeks

Gross misconduct – the Company reserves the right in the case of gross misconduct or other fundamental breach of contract on your part to terminate your employment without notice. You should be aware that this may result in the forfeiture of payments otherwise due to you.

Garden leave - the Company, may, at its absolute discretion, require you not to attend your place of work for the whole or part of the duration of your notice period and may, at its discretion, relieve you of some or all of your contractual duties during that period.

EXPENSES

Full reimbursement will be made to you for all authorised travel, accommodation and incidental expenses reasonably incurred by you in carrying out your duties on presentation of the necessary receipts in line with local policy.

PENSIONS

The Company operates the Ultra Electronics Group Personal Pension Plan, which is contributory. This Pension Scheme is not contracted out of the State Pension Scheme.

For full details of the Pension Scheme please refer to your copy of the leaflet 'An introduction to the Ultra Electronics Group Personal Pension Plan', and to the pensions information pack provided on joining, as amended by the Company from time to time. Details of eligibility and rules relating to joining the Pension Plan are contained in this documentation.

Your normal retiring age will be 65. Your employment with the Company will cease on reaching the age of 65 unless extended by mutual agreement.

SMOKING POLICY

Please note that the Company operates a no smoking policy.

RIGHT TO SEARCH

In order to protect its interests, the Company, if it has reasonable belief on grounds of theft or security, reserves the right to search you, your possessions or your vehicle on Company premises and detain you as long as is necessary for this to be carried out. You are entitled to have another employee present whilst the search is being conducted.

OTHER EMPLOYMENT

You should not undertake any office or employment or be directly or indirectly engaged or concerned in any other business without the prior written consent of the Company whilst you are employed with the Company.

DISCIPLINARY RULES AND PROCEDURE

The current Disciplinary Policy and Procedure is detailed in the Ultra Electronics Employee Guide. The Company reserves the right to change or amend this policy and procedure from time to time at its discretion.

Inherent within this Policy and Procedure is your right to appeal. Should you be dissatisfied with any disciplinary decision affecting you, you should raise this in the first instance with your immediate manager or the personnel manager in accordance with the procedure.

GRIEVANCE PROCEDURE

The current Grievance Procedure is detailed in the Ultra Electronics Employee Guide. The Company reserves the right to change or amend this procedure from time to time at its discretion.

Should you have any grievance relating to your employment, you should raise this in the first instance with your immediate manager or the personnel manager in accordance with the procedure.

DATA PROTECTION

You consent to the company holding information about you, both during and after your employment for purposes connected to your employment, including your recruitment and termination. The information will be for management and administrative use but there may from time to time be a need to disclose some information we hold to third parties.

You also agree to the company keeping confidential information about your health for the purposes of compliance with our health and safety and occupational health obligations; considering how your health affects your ability to do your job; or in relation to the administration and management of insurance, pension, sick pay and any other related benefits in force from time to time

CONFIDENTIALITY

Except in the proper course of your duties or as required by law you shall not during or after termination of your employment, disclose to any person or organisation outside Ultra Electronics Ltd or any part of the Ultra Electronics Group, any confidential information and trade secrets which come into your possession in the course of your employment and which relate to the Company, its business or customers, without first obtaining the written permission of a director of the Company. Confidential information and trade secrets shall be deemed to include:

Technical matters: such as know-how, data, formulae, inventions, research projects.

Management information: such as systems, processes, cost and pricing information, contracts, profits, markets, sales, future plans, customer lists.

Any documents, whether in hard copy or electronic form, relating in any way to the dealings or affairs of the Company shall remain the property of the Company and must be returned to the Company on termination of your employment.

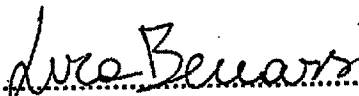
GENERAL


Your attention is drawn to the following documents, as amended from time to time by the Company, which contain important information relating to your employment:

- * Ultra Electronics Employee Guide

The foregoing particulars accurately represent the terms of the contract of employment as at the date of signing. You will be informed of any change to such terms within one month of the change taking place

I agree to the terms of employment as set out above.

Signed:  Date: 26/09/03
(Employee)

Signed:  Date: 23/9/03
(On behalf of the Employer)