

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3012181

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	BELL GEOSPACE, INC.	07/29/2014
RECEIVING PARTY DATA		
Name:	LOCKHEED MARTIN CORPORATION	
Street Address:	6801 ROCKLEDGE DRIVE	
City:	BETHESDA	
State/Country:	MARYLAND	
Postal Code:	20817	
PROPERTY NUMBERS Total: 2		
Property Type	Number	
Patent Number:	7788975	
Patent Number:	7444867	
CORRESPONDENCE DATA		
Fax Number:	(703)367-3328	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	7033675406	
Email:	denise.j.putrah@lmco.com	
Correspondent Name:	DENISE J PUTRAH	
Address Line 1:	9500 GODWIN DRIVE	
Address Line 2:	MAIL DROP 043	
Address Line 4:	MANASSAS, VIRGINIA 20110	
ATTORNEY DOCKET NUMBER:	FE-01548/FE-01549	
NAME OF SUBMITTER:	DENISE J PUTRAH	
SIGNATURE:	/denise putrah/	
DATE SIGNED:	09/08/2014	
Total Attachments: 6		
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PATENT

ASSIGNMENT

THIS ASSIGNMENT (this "Assignment"), is made and entered into as of July 28, 2014 by and between **BELL GEOSPACE, INC.** (hereinafter referred to as "Assignor"), a corporation having offices located at 400 North Sam Houston Pkwy East, Suite 325 Houston, Texas 77060, USA and its successors and assigns and **LOCKHEED MARTIN CORPORATION**, a corporation duly organized under and pursuant to the laws of Maryland (hereinafter referred to as "Assignee"), having an address at 6801 Rockledge Drive, Bethesda, Maryland 20817, USA.

WHEREAS, **ASSIGNOR** is desirous of selling all rights, titles and interest, in and to the intellectual property defined below **ASSIGNEE** is desirous of acquiring all rights, titles and interests in and to all worldwide patent, intellectual property rights and know-how rights in the intellectual property;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **ASSIGNOR** and **ASSIGNEE** agree as follows:

1. **ASSIGNEE** hereby sells and assigns to **ASSIGNEE** its entire respective right(s), title(s) and interest(s) in and to the invention(s) and improvements described in United States Patent(s):

A. US Patent 7,788,975 (US App. No. 12\166,989), and

B. US Patent 7,444,867 (US App. No. 11\029,229)

and any and all applications for patent and patents therefrom in any and all countries, including all applications claiming priority thereto, any continuing applications, including divisions, continuations, continuations-in-part, substitutions, reexaminations and reissues thereof, and provisional patent applications to which the aforementioned application claims priority, and all rights of priority resulting from the filing of said United States application, and authorize and request any official whose duty it is to issue patents, to issue any patent on

said inventions and improvements resulting therefrom to said **ASSIGNEE**, or its successors or assigns and agrees that on request and without further consideration, but at the expense of said **ASSIGNEE**, **ASSIGNOR** will communicate to said **ASSIGNEE** or its representatives or nominees any facts known to **ASSIGNOR** respecting said inventions and improvements and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuation, continuation-in-part, substitution, reexamination and reissue applications, make all rightful oaths and generally do everything reasonable to aid said **ASSIGNEE**, its successors, assigns, and nominees to obtain and enforce proper patent protection for said invention.

Henceforth, **ASSIGNEE** shall be free to make, have made, use, offer for sale, sell, modify, translate, import products utilizing, transfer, and otherwise fully exploit all rights assigned to **ASSIGNEE**. **ASSIGNOR** shall have no right to, and shall not use (in any manner whatsoever) or disclose to any other party, any rights assigned under this Assignment.

ASSIGNEE shall be responsible for all fees of any kind due on assigned patents including any past due fees.

2. **ASSIGNOR** hereby covenants and agrees to and with the said **ASSIGNEE**, its successors and assigns, that **ASSIGNOR** will, whenever its counsel or the counsel of its successors or assigns shall advise that an amendment, division, continuation, continuation-in-part, or substitution of, or any other proceeding in connection with said application(s), including interference proceedings, is lawful and desirable, make a reasonable effort to execute all papers and drawings, take all rightful oaths, and do all acts necessary or required to be done for the procurement of valid Letters Patent for said invention(s), or for the reissue of same. **ASSIGNOR** will not charge **ASSIGNEE**, its successors or assigns, for any efforts contemplated in this section. **ASSIGNOR** shall inform **ASSIGNEE** of any actual and reasonable 3rd party expenses, including but not limited to legal fees and travel costs, associated with such efforts and receive prior written approval of the same prior to incurring them. Approved fees shall be borne by **ASSIGNEE**.



3. **ASSIGNOR** represents and warrants that:

- A. **ASSIGNOR** is the owner of the right(s), title(s) and interest(s) conveyed herein;
- B. **ASSIGNOR** has full corporate power, legal capacity and authority to execute and deliver this Assignment, to consummate the transactions contemplated hereby and to perform their obligations hereunder.
- C. The execution and delivery of this Assignment, the consummation of the transactions contemplated hereby and the performance of the obligations of **ASSIGNOR** hereunder have been duly authorized by the Board of Directors, and no other corporate proceedings on the part of **ASSIGNOR** is necessary in connection therewith.
- D. **ASSIGNOR** has not previously conveyed, mortgaged, entered into any license or contract conveying, licensing or otherwise encumbering **ASSIGNOR'S** rights in the assigned rights (including any and all inventions);
- E. Neither the execution and delivery of this Assignment by **ASSIGNOR**, the consummation of the transactions contemplated hereby nor the performance of **ASSIGNOR'S** obligations hereunder will (1) violate any provision of the certificate of Incorporation of **ASSIGNOR** or By-laws of **ASSIGNOR**.,(2) violate any statute, code, ordinance, rule or regulation of any jurisdiction applicable to **ASSIGNOR**; (3) violate any judgment, order, writ, decree, injunction or award of any court, arbitrator, mediator, government or governmental agency or instrumentality, which is binding upon **ASSIGNOR** or which would adversely affect the rights; (4) violate, breach, conflict with, constitute a default under (whether with notice or lapse of time, or both), result in termination of or accelerate the performance required by any of the terms, conditions or provisions of any note, bond, mortgage, indenture, deed of trust, license, lease, agreement or other instrument or obligation to which **ASSIGNOR** is a party and which the rights are bound;
- F. No consents, approvals, filings or registrations with or by any governmental agency or instrumentality or any other person or entity are necessary in connection with the execution or delivery by **ASSIGNOR** of this Assignment, the consummation by

assignors of the transactions contemplated hereby, or the performance of **ASSIGNOR'S** obligations hereunder;

- G. There is no action, suit or proceeding pending, or to the **ASSIGNOR's** knowledge, threatened against or affecting **ASSIGNOR** which (1) affect the validity or enforceability of this Assignment;
- H. **ASSIGNOR** is in compliance with and not in default under or in violation of any applicable federal, state, or local statutes, ordinances, rules, regulations, or any other applicable law in connection with the ownership of the rights; and
- I. **ASSIGNOR** is not insolvent and the transfer of the rights as provided for herein does not constitute a fraudulent conveyance or any other violation of creditor rights.

4. This Assignment comprises the entire assignment between the parties with respect to the subject matter of this Assignment, and it supersedes all prior representations, understandings, and agreements with respect to the subject matter hereof. This Assignment can be amended or modified only by a written instrument signed by Assignee and Assignors.

5. The validity, interpretation and performance of this Assignment shall be governed and construed in accordance with the laws of the State of Texas, without giving effect to the conflict of law or choice of law rules of any jurisdiction. Jurisdiction and the exclusive venue for any dispute arising out of, or relating to, this Assignment shall be in the state or federal courts situated in Houston, Texas. **ASSIGNOR** submits to the exclusive personal jurisdiction of such courts.

6. If any provision of this Assignment, or the application thereof, is for any reason and to any extent determined by a court of competent jurisdiction to be invalid or unenforceable, the parties agree that the offending provision shall be reformed automatically as necessary to cure such offending provision, or if necessary, deleted, and that the remainder of this Assignment that can be given effect without the benefit of such term shall be given effect.



ASSIGNOR

Signature: 

Date: 7/29/14

By: Scott Hammons

It's: PRESIDENT

Witnessed by: 
Signature

Date: 7/29/14

Angela Goza
Printed Name of Witness

Witnessed by: 
Signature

Date: 7/29/14

Debra Oppendike
Printed Name of Witness

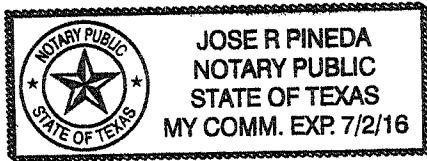
SECTION BELOW IS FOR USE ONLY IF SIGNING IN PRESENCE OF A NOTARY

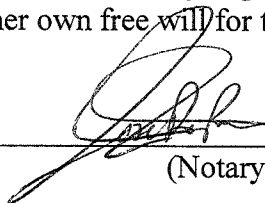
STATE OF TEXAS

COUNTY OF Harris

This 29th day of July, 2014, before me personally came the above-named **Scott Hammond**, a duly authorized representative of **BELL GEOSPACE, INC.**, to me personally known as the individual who executed the foregoing assignment, who acknowledged to me that he/she executed the same of his/her own free will for the purposes therein set forth.

Seal




(Notary Public)