

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3231287

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT	
NATURE OF CONVEYANCE:	Corrective Assignment to correct the GRANTORS SIGNATURE PAGE FROM KOLLSMAN, INC. A DELAWARE LIMITED LIABILITY COMPANY TO KOLLSMAN, INC. A DELAWARE CORPORATION previously recorded on Reel 034741 Frame 0874. Assignor(s) hereby confirms the GRANT OF SECURITY INTEREST.	
CONVEYING PARTY DATA		
	Name	Execution Date
	ELBIT SYSTEMS OF AMERICA, LLC	11/19/2014
	KOLLSMAN, INC.	11/19/2014
RECEIVING PARTY DATA		
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION, AS COLLATERAL AGENT	
Street Address:	2001 MAIN STREET	
Internal Address:	SUITE 300	
City:	FORT WORTH	
State/Country:	TEXAS	
Postal Code:	76102	
PROPERTY NUMBERS Total: 15		
Property Type	Number	
Patent Number:	5838490	
Patent Number:	6639706	
Patent Number:	7411194	
Patent Number:	7566865	
Patent Number:	7969644	
Patent Number:	8194679	
Patent Number:	8391399	
Patent Number:	8491121	
Patent Number:	8492692	
Patent Number:	8553824	
Patent Number:	7072107	
Patent Number:	7170057	
Patent Number:	7800043	
Patent Number:	8269159	
Patent Number:	8431881	

PATENT

CORRESPONDENCE DATA**Fax Number:** (214)745-5390***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.*****Phone:** 214-745-5226**Email:** awalker@winstead.com**Correspondent Name:** ANDREA WALKER, WINSTEAD PC**Address Line 1:** P. O. BOX 131851**Address Line 4:** DALLAS, TEXAS 75313-1851**ATTORNEY DOCKET NUMBER:** 4839-1220 CORRECTED-ELBIT**NAME OF SUBMITTER:** ANDREA WALKER**SIGNATURE:** /Andrea Walker/**DATE SIGNED:** 02/18/2015**Total Attachments: 18**

source=4839-1220 Patent Security Agreement (11-19-2014) with corrected signature pg#page1.tif

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Correspondent Name:	ANDREA WALKER, WINSTEAD PC
Address Line 1:	P. O. BOX 131851
Address Line 4:	DALLAS, TEXAS 75313-1851
ATTORNEY DOCKET NUMBER:	4839-1220 ELBIT ET AL-WFB
NAME OF SUBMITTER:	ANDREA WALKER
Signature:	/Andrea Walker/
Date:	01/07/2015
Total Attachments: 8 source=4839-1220 signed Patent Security Agreement, Elbit et al to Wells Fargo collateral agent#page1.tif source=4839-1220 signed Patent Security Agreement, Elbit et al to Wells Fargo collateral agent#page2.tif source=4839-1220 signed Patent Security Agreement, Elbit et al to Wells Fargo collateral agent#page3.tif source=4839-1220 signed Patent Security Agreement, Elbit et al to Wells Fargo collateral agent#page4.tif source=4839-1220 signed Patent Security Agreement, Elbit et al to Wells Fargo collateral agent#page5.tif source=4839-1220 signed Patent Security Agreement, Elbit et al to Wells Fargo collateral agent#page6.tif source=4839-1220 signed Patent Security Agreement, Elbit et al to Wells Fargo collateral agent#page7.tif source=4839-1220 signed Patent Security Agreement, Elbit et al to Wells Fargo collateral agent#page8.tif	
RECEIPT INFORMATION	
EPAS ID:	PAT3173303
Receipt Date:	01/07/2015

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Agreement") dated as of November 19, 2014, is made by each of the signatories party hereto (including any permitted successors and assigns, collectively, the "Grantors" and each a "Grantor") and WELLS FARGO BANK, NATIONAL ASSOCIATION, as Collateral Agent (together with any successors thereto in such capacity, "Collateral Agent") for each of the Secured Parties.

Background.

Pursuant to the Credit Agreement dated as of November 19, 2014, among Elbit Systems of America, LLC (the "Borrower"), the lenders party thereto (each, singly, a "Lender", and collectively, the "Lenders"), and Wells Fargo Bank, National Association, as the administrative agent (such agreement, together with all amendments and restatements thereto, the "Wells Credit Agreement"), the Lenders have extended commitments to make Extensions of Credit to and for the benefit of Borrower.

Borrower and Bank Leumi USA ("Bank Leumi") have entered into a Line Letter Agreement dated as of November 19, 2014 (such agreement, together with all amendments, modifications, supplements and amendments and restatements thereto, the "Bank Leumi Credit Agreement").

In connection with the Wells Credit Agreement and the Bank Leumi Credit Agreement, Grantors, Collateral Agent and the other signatories parties thereto have executed and delivered the Security Agreement dated as of November 19, 2014 (such agreement, together with all amendments and restatements thereto, the "Security Agreement").

Pursuant to the Wells Credit Agreement, Bank Leumi Credit Agreement and the Security Agreement, each Grantor is required to execute and deliver this Agreement and to grant to Collateral Agent a continuing security interest in all of the Patent Collateral (as defined below) to secure all Secured Obligations.

Grantors have duly authorized the execution, delivery and performance of this Agreement.

Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce Lenders to make Extensions of Credit (including the initial Extension of Credit) to Borrower pursuant to the Wells Credit Agreement, and Bank Leumi to issue letters of credit under the Bank Leumi Credit Agreement, and the other Secured Parties to extend credit to or for the benefit of Borrower or any other Loan Party, each Grantor agrees, for the benefit of Collateral Agent and each other Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement and the Wells Credit Agreement.

"Patent License" means all right, title, and interest of each Grantor in and to any written agreement, now or hereafter in effect, granting to any third party any right to make, use or sell any invention on which a Patent, now or hereafter owned by such Grantor or which such Grantor otherwise has the right to license, is in existence, or granting to such Grantor any right to make, use or sell any invention on which a Patent, now or hereafter owned by any third party, is in existence, and all rights of such Grantor under any such agreement.

"Patents" means all right, title, and interest of each Grantor in and to (a) all letters patent of any Governmental Authority, all registrations and recordings thereof, and all applications for letters patent of any Governmental Authority, and (b) all reissues, continuations, divisions, continuations-in-part, renewals, or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Secured Obligations, each Grantor does hereby mortgage, pledge and hypothecate to Collateral Agent, and grants to Collateral Agent a security interest in, for its benefit and the benefit of each Secured Party, all right, title, and interest in and to all of the following property, whether now owned or hereafter acquired or existing (the "Patent Collateral"):

- (a) all Patents, including all Patents referred to in Schedule 1 attached hereto;
- (b) all Patent Licenses, including all Patent Licenses referred to in Schedule 1 attached hereto;
- (c) all embodiments or fixations thereof and related documentation, registrations and franchises, and all additions, improvements and accessions to, and books and records describing or used in connection with, any of the foregoing; and
- (d) all proceeds and products of the foregoing, including, without limitation, insurance payable by reason of loss or damage to the foregoing.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by Grantors for the purpose of registering the security interest of Collateral Agent in the Patent Collateral with the United States Patent and Trademark Office and corresponding offices in the United States and any state thereof. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Collateral Agent for its benefit and the benefit of each Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of Collateral Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of Collateral Agent with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Wells Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Wells Credit Agreement.

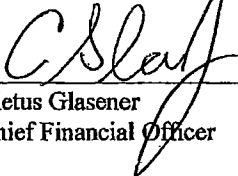
SECTION 6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

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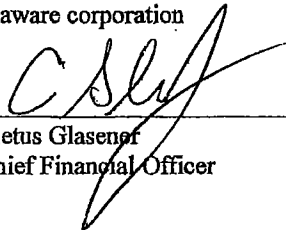
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

GRANTORS:

ELBIT SYSTEMS OF AMERICA, LLC,
a Delaware limited liability company

By: 
Cletus Glasener
Chief Financial Officer

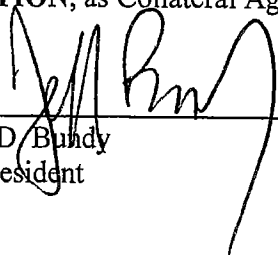
KOLLSMAN, INC.
a Delaware corporation

By: 
Cletus Glasener
Chief Financial Officer

**WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Collateral Agent**

By: _____

Jeffrey D. Bundy
Vice President

A handwritten signature in black ink, appearing to read "Jeffrey D. Bundy", is written over a horizontal line. The signature is stylized with a large, sweeping "J" and "B".

Signature Page to Patent Security Agreement

PATENT
REEL: 035035 FRAME: 0281

Schedule 1		Registered Patents		
Elbit Systems of America, LLC:				
Registered Owner	Title of Invention	Registered Patent No.	Issue Date	Country of Issue
Elbit Systems of America, LLC	Head Mounted Display System Using Mangin Mirror Combiner	5,838,490	11/17/1998	USA
Elbit Systems of America, LLC	Optical Path Switch and Method of Using Thereof	6,639,706	10/28/2003	USA
Elbit Systems of America, LLC	Aviation Vision Apparatus	7,411,194	08/12/2008	USA
Elbit Systems of America, LLC	Temperature Controlled Photodetector	7,566,865	07/28/2009	USA
Elbit Systems of America, LLC	System and Method for Despeckling an Image Illuminated by a Coherent Light Source	7,969,644	06/28/2011	USA
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Elbit Systems of America, LLC	Unmanned Aerial Vehicle Based Sonar Buoy	8,492,692	07/23/2013	USA
Elbit Systems of	MIMO Slotted Aloha	8,553,824	10/08/2013	USA

Schedule 1 to Patent Security Agreement
6395442v.6 4839-1220

America, LLC	System			
Elbit Systems of America, LLC	Temperature Controlled Photodetector EP/IT	2132787		IT
Elbit Systems of America, LLC	Temperature Controlled Photodetector EP/FR	2132787		FR
Elbit Systems of America, LLC	Temperature Controlled Photodetector EP/UK	2132787		UK
Elbit Systems of America, LLC	MIMO Slotted Aloha System (AU)	2009215558		AU

Kollsman, Inc.:

Registered Owner	Title of Invention	Registered Patent No.	Issue Date	Country of Issue
Kollsman, Inc.; Night Vision Corporation	Modular Panoramic Night Vision Goggles	7,072,107	07/04/2006	USA
Kollsman, Inc.; Night Vision Corporation	Image Enhancement System and Method for Night Goggles	7,170,057	01/30/2007	USA
Kollsman, Inc.; Night Vision Corporation	Modular Panoramic Night Vision Goggles	7,800,043	09/21/2010	USA
Kollsman, Inc.; Night Vision Corporation	Modular Panoramic Night Vision Goggles	8,269,159	09/18/2012	USA
Kollsman, Inc.; Night Vision Corporation	Modular Panoramic Night Vision Goggles	8,431,881	04/30/2013	USA

Kollsman, Inc.; Night Vision Corporation	Modular Panoramic Night Vision Goggles (IL)	154926		IL
Kollsman, Inc.; Night Vision Corporation	Modular Panoramic Night Vision Goggles (CA)	2,422,304		CA

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Agreement") dated as of November 19, 2014, is made by each of the signatories party hereto (including any permitted successors and assigns, collectively, the "Grantors" and each a "Grantor") and WELLS FARGO BANK, NATIONAL ASSOCIATION, as Collateral Agent (together with any successors thereto in such capacity, "Collateral Agent") for each of the Secured Parties.

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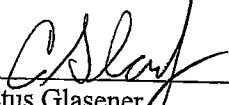
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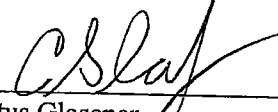
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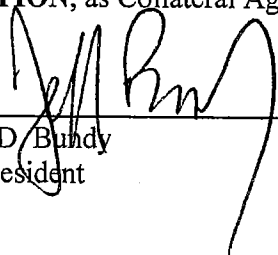
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By: _____

Jeffrey D Bundy
Vice President

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Elbit Systems of America, LLC	Temperature Controlled Photodetector EP/UK	2132787		UK
Elbit Systems of America, LLC	MIMO Slotted Aloha System (AU)	2009215558		AU

Kollsman, Inc.:

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Kollsman, Inc.; Night Vision Corporation	Modular Panoramic Night Vision Goggles	8,431,881	04/30/2013	USA

Kollsman, Inc.; Night Vision Corporation	Modular Panoramic Night Vision Goggles (IL)	154926		IL
Kollsman, Inc.; Night Vision Corporation	Modular Panoramic Night Vision Goggles (CA)	2,422,304		CA

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