

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3620678

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
SIKORSKY AIRCRAFT CORPORATION	11/06/2015

RECEIVING PARTY DATA

Name:	UNITED TECHNOLOGIES CORPORATION
Street Address:	1 FINANCIAL PLAZA
City:	HARTFORD
State/Country:	CONNECTICUT
Postal Code:	06103
Name:	SIKORSKY AIRCRAFT CORPORATION
Street Address:	6900 MAIN STREET
Internal Address:	P.O. BOX 9729
City:	STRATFORD
State/Country:	CONNECTICUT
Postal Code:	06615-9129

PROPERTY NUMBERS Total: 4

Property Type	Number
Patent Number:	6390418
Patent Number:	6379110
Patent Number:	6203269
Patent Number:	6109566

CORRESPONDENCE DATA

Fax Number: (860)557-9896

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: 860-565-3120

Email: karen.turley@pw.utc.com

Correspondent Name: BRIAN HAMILLA

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ATTORNEY DOCKET NUMBER:	34504US01
NAME OF SUBMITTER:	BRIAN HAMILLA
SIGNATURE:	/brian hamilla/
DATE SIGNED:	11/18/2015

Total Attachments: 6

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EXECUTION VERSION**PATENT ASSIGNMENT**

This PATENT ASSIGNMENT (this "Assignment"), dated as of November 6, 2015, is by and between United Technologies Corporation, a Delaware corporation ("Parent"), and Sikorsky Aircraft Corporation, a Delaware corporation ("Sikorsky") (each, a "Party" and together, the "Parties").

WHEREAS, as a condition of that certain Stock Purchase Agreement, dated July 19, 2015, by and among Parent, United Technologies Australia Holdings Limited, United Technologies Canada, Limited, United Technologies Holdings SAS, United Technologies International Corporation Asia Private Limited and Lockheed Martin Corporation, pursuant to which Parent will sell and Lockheed Martin Corporation will acquire Sikorsky and its related business (the "SPA"), including the Intellectual Property Agreement attached thereto and expressly incorporated therein (the "Intellectual Property Agreement"), Parent and Sikorsky have agreed to assign to each other rights in certain patents and patent applications identified in Schedule A and Schedule B to this Assignment; and

WHEREAS, Parent and Sikorsky desire to effectuate and confirm such assignments, subject to the terms and conditions of the SPA, including the Intellectual Property Agreement.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

ARTICLE I**DEFINITIONS**

1.1 SPA Defined Terms. Capitalized terms used but not otherwise defined in this Assignment shall have the meaning ascribed to such terms in the SPA, including the Intellectual Property Agreement.

ARTICLE II**ASSIGNMENTS**

2.1 Pursuant to Section 2.1.1(b) of the Intellectual Property Agreement, subject to Section 4.2.6 of that same agreement, Parent, on behalf of itself and the other members of the Parent Group, hereby irrevocably assigns to Sikorsky all of its and the other members of the Parent Group's rights, title and interest in and to the Intellectual Property specified in Schedule A to this Assignment.

2.2 Pursuant to Section 3.1 of the Intellectual Property Agreement, Parent, on behalf of itself and the other members of the Parent Group, and Sikorsky, on behalf of itself and the other Transferred Entities, solely to the extent they have right to do so, each hereby irrevocably assigns to the other an equal and undivided joint ownership interest in all of its rights, title and interest in and to the Intellectual Property specified in Schedule B to this Assignment.

ARTICLE III

MISCELLANEOUS


3.1 For purposes of Article 7 of the SPA, this Assignment shall be deemed to be effective as set forth in Section 7.02 of the SPA.

3.2 This Assignment forms part of and is subject to the terms and conditions of the SPA, including the Intellectual Property Agreement, and shall not be deemed to alter any rights granted or obligations undertaken by Parent or Sikorsky thereunder. In the event of any conflict between the provisions of this Assignment and the provisions of the SPA, including the Intellectual Property Agreement, the provisions of the SPA, including the Intellectual Property Agreement, shall control.

3.3 This Assignment may be executed in one or more counterparts, and by the different Parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, this Assignment has been signed by or on behalf of each of the Parties as of the day first above written.

UNITED TECHNOLOGIES CORPORATION

By: 
Name: Brian R. Suffredini
Title: Vice President & Chief Intellectual
Property Counsel

SIKORSKY AIRCRAFT CORPORATION

By: _____
Name: Christopher J. Brogan
Title: Vice President, Counsel & Assistant
Secretary

[Signature Page to Patent Assignment]

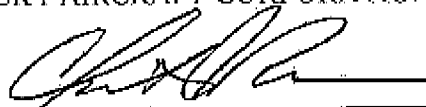
IN WITNESS WHEREOF, this Assignment has been signed by or on behalf of each of the Parties as of the day first above written.

UNITED TECHNOLOGIES CORPORATION

By: _____

Name: Brian R. Suffredini
Title: Vice President & Chief Intellectual
Property Counsel

SIKORSKY AIRCRAFT CORPORATION

By:  _____

Name: Christopher J. Brogan
Title: Vice President, Counsel & Assistant
Secretary

[Signature Page to Patent Assignment]

SCHEDULE B

The following patents and patent applications, including any U.S. and foreign counterpart patents and patent applications previously or hereafter filed corresponding to the items identified, constitute the assigned Intellectual Property.

Patent Ref	App Title	Country	Status	Filed Date	App No.	Grant Date	Patent No.
34504CA01	TANGENTIALLY DIRECTED ACOUSTIC JET CONTROLLING BOUNDARY LAYER	Canada	Granted	25-Feb-00	2,361,824	10-Jun-08	2361824
34504DE01	TANGENTIALLY DIRECTED ACOUSTIC JET CONTROLLING BOUNDARY LAYER	Germany (Federal Republic of)	Granted	25-Feb-00	944573.5	2-Jun-04	60011235.7
34504FR01	TANGENTIALLY DIRECTED ACOUSTIC JET CONTROLLING BOUNDARY LAYER	France	Granted	25-Feb-00	944573.5	2-Jun-04	1156962
34504GB01	TANGENTIALLY DIRECTED ACOUSTIC JET CONTROLLING BOUNDARY LAYER	United Kingdom	Granted	25-Feb-00	944573.5	2-Jun-04	1156962
34504IT01	TANGENTIALLY DIRECTED ACOUSTIC JET CONTROLLING BOUNDARY LAYER	Italy	Granted	25-Feb-00	944573.5	2-Jun-04	1156962
34504US01	TANGENTIALLY DIRECTED ACOUSTIC JET CONTROLLING BOUNDARY LAYER	United States of America	Granted	25-Feb-99	09257,565	21-May-02	6390418
35134CA01	PASSIVELY DRIVEN ACOUSTIC JET CONTROLLING BOUNDARY LAYERS	Canada	Granted	25-Feb-00	2,372,295	8-Jul-08	2372295
35134DE01	PASSIVELY DRIVEN ACOUSTIC JET CONTROLLING BOUNDARY LAYERS	Germany (Federal Republic of)	Granted	25-Feb-00	925864.1	17-Dec-03	60007284.3
35134FR01	PASSIVELY DRIVEN ACOUSTIC JET CONTROLLING BOUNDARY LAYERS	France	Granted	25-Feb-00	925864.1	17-Dec-03	1156961
35134GB01	PASSIVELY DRIVEN ACOUSTIC JET CONTROLLING BOUNDARY LAYERS	United Kingdom	Granted	25-Feb-00	925864.1	17-Dec-03	1156961
35134IT01	PASSIVELY DRIVEN ACOUSTIC JET CONTROLLING BOUNDARY LAYERS	Italy	Granted	25-Feb-00	925864.1	17-Dec-03	1156961
35134US01	PASSIVELY DRIVEN ACOUSTIC JET CONTROLLING BOUNDARY LAYERS	United States of America	Granted	25-Feb-99	09257,563	30-Apr-02	6379110
35135CA01	CENTRIFUGAL AIR FLOW CONTROL	Canada	Granted	25-Feb-00	2,364,321	10-Jun-08	2364321
35135DE01	CENTRIFUGAL AIR FLOW CONTROL	Germany (Federal Republic of)	Granted	25-Feb-00	913635.9	26-Nov-03	60006790.4
35135FR01	CENTRIFUGAL AIR FLOW CONTROL	France	Granted	25-Feb-00	913635.9	26-Nov-03	1159533
35135GB01	CENTRIFUGAL AIR FLOW CONTROL	United Kingdom	Granted	25-Feb-00	913635.9	26-Nov-03	1159533
35135IT01	CENTRIFUGAL AIR FLOW CONTROL	Italy	Granted	25-Feb-00	913635.9	26-Nov-03	1159533
35135JP01	CENTRIFUGAL AIR FLOW CONTROL	Japan	Granted	25-Feb-00	2000-601338	4-Mar-11	4694696
35135JP03	CENTRIFUGAL AIR FLOW CONTROL	Japan	Application	14-Dec-10	2010-277639		
35135US01	CENTRIFUGAL AIR FLOW CONTROL	United States of America	Granted	25-Feb-99	09257,483	20-Mar-01	6203269

Patent Ref	App Title	Country	Status	Filed Date	App No.	Grant Date	Patent No.
35136CA01	VIBRATION-DRIVEN ACOUSTIC JET CONTROLLING BOUNDARY LAYER SEPARATION	Canada	Granted	25-Feb-00	2,364,319	10-Jun-08	2364319
35136DE01	VIBRATION-DRIVEN ACOUSTIC JET CONTROLLING BOUNDARY LAYER SEPARATION	Germany (Federal Republic of)	Granted	25-Feb-00	915876.7	13-Aug-03	60004492
35136FR01	VIBRATION-DRIVEN ACOUSTIC JET CONTROLLING BOUNDARY LAYER SEPARATION	France	Granted	25-Feb-00	915876.7	13-Aug-03	1159534
35136GB01	VIBRATION-DRIVEN ACOUSTIC JET CONTROLLING BOUNDARY LAYER SEPARATION	United Kingdom	Granted	25-Feb-00	915876.7	13-Aug-03	1159534
35136IT01	VIBRATION-DRIVEN ACOUSTIC JET CONTROLLING BOUNDARY LAYER SEPARATION	Italy	Granted	25-Feb-00	915876.7	13-Aug-03	1159534
35136JP01	VIBRATION-DRIVEN ACOUSTIC JET CONTROLLING BOUNDARY LAYER SEPARATION	Japan	Granted	25-Feb-00	200-601337	13-Nov-09	4405685
35136US01	VIBRATION-DRIVEN ACOUSTIC JET CONTROLLING BOUNDARY LAYER SEPARATION	United States of America	Granted	25-Feb-99	09/257,564	20-Aug-00	6109566