

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4294986

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
L3 TECHNOLOGIES, INC.	02/24/2017
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	AEROJET ROCKETDYNE COLEMAN AEROSPACE, INC.
<b>Street Address:</b>	PO BOX 7922
<b>Internal Address:</b>	RLB70
<b>City:</b>	CANOGA PARK
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	91309
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	7705743
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>	
<b>Phone:</b>	8185861377
<b>Email:</b>	joel.landau@rocket.com
<b>Correspondent Name:</b>	JOEL G LANDAU
<b>Address Line 1:</b>	PO BOX 7922
<b>Address Line 2:</b>	RLB70
<b>Address Line 4:</b>	CANOGA PARK, CALIFORNIA 91309
<b>NAME OF SUBMITTER:</b>	JOEL G LANDAU
<b>SIGNATURE:</b>	/JGL/
<b>DATE SIGNED:</b>	02/28/2017
This document serves as an Oath/Declaration (37 CFR 1.63).	
<b>Total Attachments: 7</b>	
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**ASSIGNMENT OF INTELLECTUAL PROPERTY**

This ASSIGNMENT OF INTELLECTUAL PROPERTY (the "Assignment"), dated as of February 24, 2017, is entered into by and between L3 Technologies, Inc., a Delaware corporation (formerly known as L-3 Communications Corporation, "Seller"), and Aerojet Rocketdyne Coleman Aerospace, Inc., a Delaware corporation formerly known as Airborne Holdco, Inc. ("Buyer").

WHEREAS, this Assignment is executed and delivered pursuant to the terms of that certain Purchase Agreement, dated as of February 22, 2017, by and among Buyer and Seller (the "Purchase Agreement"), pursuant to which, among other things, Seller has agreed (i) to sell, and Buyer has agreed to purchase, certain intellectual property of Seller, and (ii) to execute and deliver this Assignment for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office and the US Copyright Office.

NOW, THEREFORE, in consideration for the execution of the Purchase Agreement, the payment of the consideration stipulated in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, the parties have agreed as follows:

1. Assignment. Seller hereby irrevocably sells, conveys, transfers and assigns to Buyer, free and clear of all Liens of any kind whatsoever, all of Seller's worldwide right, title and interest in and to the following (the "Intellectual Property") and all common law rights associated therewith:

(a) the patents and patent applications set forth in Exhibit A hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof ("Patents");

(b) the copyrights, including all rights identified in 17 U.S.C. § 106, in the works set forth in Exhibit B hereto ("Copyrights"), including any and all registrations, applications for registration, and moral rights therein to the extent such moral rights are assignable;

(c) all rights, benefits and privileges of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world, including, without limitation, the exclusive right to apply for and maintain all registrations, renewals and/or extensions for any and all of the foregoing;

(d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing;

(e) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default,

with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages; and

(f) any other right, benefit or privilege of any kind whatsoever necessary or appropriate for Buyer to fully and entirely stand in the place of Seller in all matters related to the Intellectual Property.

2. Moral Rights. To the extent Seller's moral rights, if any, in the Copyrights are not assignable, Seller hereby waives and agrees never to assert against Buyer or its successors, heirs, or assigns, any moral rights that may exist anywhere in the world, together with all claims for damages and other remedies asserted on the basis of such moral rights in and to such Copyrights.

3. Further Assurances and Recordation. Each party hereby agrees to execute and deliver any and all additional documents that any other party may reasonably request, and to use commercially reasonable efforts to take such further actions as may be reasonably necessary to effectuate, carry out, and comply with the agreements set forth in this Assignment. Seller authorizes the Commissioner for Patents and the Register of Copyrights and any other governmental officials to record and register this Assignment upon request by Buyer.

4. Successors and Assigns. All of the terms and provisions of this Assignment are binding upon Seller, and Buyer and their respective successors and assigns, and will inure to the benefit of the parties and their respective successors and assigns.

5. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Intellectual Property are incorporated herein by this reference. No provision of this Assignment shall in any way amend any of the express provisions (including the warranties, covenants, agreements, conditions, representations and obligations and indemnifications, and the limitations related thereto, of Seller or the Buyer) set forth in the Purchase Agreement, this Assignment being intended solely to effect the transfer of the Intellectual Property in accordance with the Purchase Agreement and shall not restrict any of Buyer's rights thereunder. In the event of a conflict between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall prevail and govern.

6. Governing Law. The terms and conditions of this Assignment shall be governed and construed in accordance with the laws of the State of New York without giving effect to the conflicts of laws principles thereof or of any other state.

7. Counterparts. This Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original but all such counterparts together shall constitute one and the same instrument. This Agreement may be executed by facsimile or portable document format signature, which shall have full force and effect as if original.

\* \* \* \* \*

IN WITNESS WHEREOF, each of the parties has caused this Assignment to be executed in its name and delivered by a duly authorized officer, on the date first written above.

SELLER:

L3 TECHNOLOGIES, INC.

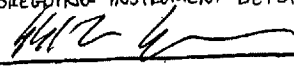
By: 

Name: David M. Reilly

Title: Vice President and Deputy General Counsel

STATE OF NEW YORK  
COUNTY OF NEW YORK

ON THIS 21ST DAY OF FEBRUARY, 2017, BEFORE ME PERSONALLY CAME DAVID M. REILLY, TO ME KNOWN AND KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT BEFORE ME.

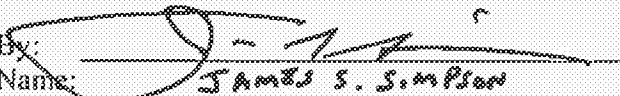
  
NOTARY PUBLIC  
STATE OF NEW YORK  
ESTHER MAYMON (SCHULGASSER)

01MAG145975  
QUALIFIED IN KINGS COUNTY - CERT. FILED IN NY COUNTY  
COMMISSION EXPIRES: 7/11/18

IN WITNESS WHEREOF, each of the parties has caused this Assignment to be executed in its name and delivered by a duly authorized officer, on the date first written above.

BUYER:

AEROJET ROCKETDYNE COLEMAN AEROSPACE, INC.

By:   
Name: JAMES S. SIMPSON  
Title: SENIOR VICE PRESIDENT

[SIGNATURE PAGE TO BE NOTARIZED]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

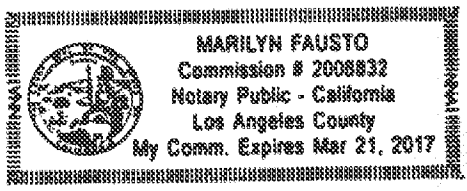
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles
On February 17, 2017 before me, Marilyn Fausto, Notary Public
personally appeared James S. Simpson

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document:
Document Date:
Number of Pages:
Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:
Corporate Officer - Title(s):
Partner - Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other:
Signer Is Representing:

**EXHIBIT A**

PATENTS

<u>Patent Number</u>	<u>Country</u>	<u>Description</u>	<u>Issue Date</u>
7,705,743	United States	Self-Assembling Wireless Network, Vehicle Communications System, Railroad Wheel and Bearing Monitoring System and Methods Therefor	April 27, 2010



**EXHIBIT B**  
**COPYRIGHTS**

<u>Copyright Registration Number</u>	<u>Country</u>	<u>Description</u>	<u>Registration Date</u>
TXu000895720	United States	Multiple Degrees of Freedom	March 12, 1999
TXu000898251	United States	SimPlot	March 12, 1999