

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5596574

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	STOCK PURCHASE AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
APPLIED DEFENSE SOLUTIONS, INC.	06/29/2018
RYAN C. FREDERIC	06/29/2018
HENRY C. GRABOWSKI III	06/29/2018
RECEIVING PARTY DATA	
Name:	L3 TECHNOLOGIES, INC.
Street Address:	600 THIRD AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10016
PROPERTY NUMBERS Total: 5	
Property Type	Number
Application Number:	12656642
Application Number:	15176607
Application Number:	15455404
Application Number:	15464082
Application Number:	15467281
CORRESPONDENCE DATA	
Fax Number:	
<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:	215-558-5740
Email:	dycovone@condoroccia.com
Correspondent Name:	CONDO ROCCIA KOPTIW LLP
Address Line 1:	1800 JFK BOULEVARD
Address Line 2:	SUITE 1700
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19103
ATTORNEY DOCKET NUMBER:	LADS_GENERAL
NAME OF SUBMITTER:	JOSEPH R. KLINICKI
SIGNATURE:	/Joseph R. Klinicki/
DATE SIGNED:	06/28/2019

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STOCK PURCHASE AGREEMENT

by and among

L3 TECHNOLOGIES, INC.,

APPLIED DEFENSE SOLUTIONS, INC.,

RYAN C. FREDERIC

and

HENRY C. GRABOWSKI, III

JUNE 29, 2018

STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT (the “**Agreement**”) is entered into effective as of this June 29, 2018 (the “**Closing Date**”), by and among L3 Technologies, Inc., a Delaware corporation (“**Buyer**”), Applied Defense Solutions, Inc., a Delaware corporation (the “**Company**”) and the stockholders of the Company, listed on the signature pages to this Agreement under the heading “**Sellers**” (collectively, the “**Sellers**”, and each individually, a “**Seller**”).

RECITALS

A. The Sellers are the record and beneficial owners of all of the issued and outstanding shares of the Company’s common stock, [REDACTED] (“**Common Stock**”), which constitute all of the issued and outstanding shares of the Company’s capital stock;

B. Buyer desires to purchase from the Sellers, and the Sellers desire to sell to Buyer, all of their shares of Common Stock (the “**Shares**”) at the Closing, on the terms and subject to the conditions of this Agreement.

AGREEMENTS

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereto covenant and agree as follows:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

“Intellectual Property” shall mean all worldwide intellectual and industrial property of any kind, including: (i) patents, technology, inventions, utility models, processes, formulae, trade secrets, know-how and confidential or proprietary information or materials; (ii) trademarks, service marks, brand names, trade names, domain names, logos, company names, trade dress and other source indicators and the goodwill relating thereto; (iii) copyrights, works of authorship, and copyrightable works (including copyrights in IT Assets); and (iv) registrations, applications, provisionals, divisionals, continuations, continuations in part, extensions, re-issues, re-examinations, renewals, foreign counterparts and equivalents of any of the foregoing.

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

**ARTICLE II
AGREEMENT OF PURCHASE AND SALE**

2.1. **Agreement to Sell and Purchase.** Based upon the representations and warranties and subject to the terms and conditions set forth in this Agreement, at the Closing the Sellers hereby agree to sell, transfer and convey to Buyer, and Buyer hereby agrees to purchase from the Sellers, all of the Shares, free and clear of any Liens.

[REDACTED]

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[REDACTED]

[REDACTED]

3.11. Intellectual Property.

(a) Attached hereto as Schedule 3.11 is a true and complete list of all: (i) Intellectual Property registrations and applications and (ii) material unregistered Intellectual Property owned by the Company. All items in section (i) above are subsisting and unexpired, valid and enforceable, and no payments or actions are necessary within ninety (90) days after the Closing Date to maintain same.

(b) The Company owns, free and clear of all Liens, all of its material proprietary Intellectual Property and owns or has the right to use all other Intellectual Property necessary to operate its business as presently conducted. No Person (including customers) has any current or contingent claim of ownership or right in any material Intellectual Property owned or controlled by the Company. Except as set forth on Schedule 3.11(b), the Company has caused all Persons (including customers) who created, invented or contributed to proprietary Intellectual Property to assign to the Company in writing all of their rights therein that do not vest initially in the Company by operation of law.

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[REDACTED]

7.7. Intellectual Property Matters

It is the intention of the Company and the Sellers that no Seller nor any of a Seller's Affiliates (other than the Company) or Related Persons owns, controls or has any interest in any Intellectual Property that is used in or relates to the operation of the Company's business as presently conducted and/or as contemplated to be conducted by the Company and that any such Intellectual Property for which ownership did not vest initially in the Company by operation of law has previously been assigned to the Company in writing. Notwithstanding the foregoing, if at any time (including after the Closing Date) it is determined by either Party that a Seller or any of a Seller's Affiliates (other than the Company) or Related Persons owns, controls or has any interest in any Intellectual Property that is used in or related to the operations of the Company's business as presently conducted and/or as contemplated to be conducted by the Company, such Party shall notify the other Party in writing, and Seller agrees to assign (or cause to be assigned) any such Intellectual Property to the Company in writing promptly following such determination, whether before or after the Closing, and such Seller hereby grants (or, in the case of an Affiliate or Related Person, will cause to be granted) to the Company a worldwide, perpetual, fully paid-up release with respect to its use and exercise of any rights with respect to such Intellectual Property for all times prior to the written assignment of such Intellectual Property to the Company.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be duly executed as of the Closing Date first written above.

BUYER:

L3 TECHNOLOGIES, INC.

By 

Name: David M. Reilly

Title: Vice President and Deputy General Counsel

COMPANY:

APPLIED DEFENSE SOLUTIONS, INC.

By _____

Name: Ryan C. Frederic

Title: President

SELLERS:

Name: RYAN C. FREDERIC

Name: HENRY C. GRABOWSKI, III

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be duly executed as of the Closing Date first written above.

BUYER:

L3 TECHNOLOGIES, INC.

By _____
Name: David M. Reilly
Title: Vice President and Deputy General Counsel


COMPANY:

APPLIED DEFENSE SOLUTIONS, INC.

By _____
Name: Ryan C. Frederic
Title: President

SELLERS:

Name: RYAN C. FREDERIC



Name: HENRY C. GRABOWSKI, III

SCHEDULE 3.11

LIST OF INTELLECTUAL PROPERTY

Issued Patents

1. US Patent No. 8,386,099, issued February 23, 2013, titled Method and Apparatus for Initial Orbit Determination Using High-Precision Orbit Propagation and Maneuver Modeling

Patent Applications

1. Methods to Recognize and Identify a Resident Space Object, Application Number 15/176607, Filing Date June 8, 2016
2. Efficient Photometry for In Frame Calibration EPIC Improves Astrophysics Image Processing, Application Number 15/464082, Filing Date March 20, 2017
3. Use of Information Space Receding Horizon Control (ISRHC) with Finite Set Statistics (FISST) for Multiple Sensor Tasking for Space Catalogue Maintenance and Update, Application Number 15/455404, Filing Date: March 10, 2017
4. Analyzing and Predicting Natural and Artificial Earth Satellite Behavior Patterns Application Number 15/467281, Filing Date March 23, 2017
5. Scalable Information-Theoretic Approach to SSN Schedule Optimization, Application Number 62/483662, Filing Date April 10, 2017
6. Autonomous Feedback Loop Design for SSN Schedule Optimization , Application Number: 62/483552, Filing Date April 10, 2017
7. Hierarchical Reasoning for RSO Change Detection, Application Number 62/535580, Filing Date: July 21, 2017
8. Hierarchical Reasoning for Modeling RSO Patterns of Behavior, Application Number 62/535647, Filing Date July 21, 2017
9. Semnai: Integration of a Finite Set Statistics Hypothesis Management Tool with the Hierarchical Reasoning Tool (HART) for Improved Satellite Threat Indications and Warnings, Application Number 62/483662, Filing Date: April 10, 2017

Please also see attachments to Schedule 3.11

ATTACHMENTS TO SCHEDULE 3.11
INTENTIONALLY OMITTED