

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT6136148

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
IJK CONTROLS, LLC	05/20/2020
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	GENERAL ATOMICS AERONAUTICAL SYSTEMS, INC.
<b>Street Address:</b>	3550 GENERAL ATOMICS COURT
<b>City:</b>	SAN DIEGO
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	92121
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	10455158
<b>Application Number:</b>	16658089
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(213)629-1033
<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>	(213)488-7100
<b>Email:</b>	roger.wise@pillsburylaw.com
<b>Correspondent Name:</b>	PILLSBURY WINTHROP SHAW PITTMAN LLP
<b>Address Line 1:</b>	725 S. FIGUEROA STREET
<b>Address Line 2:</b>	SUITE 2800
<b>Address Line 4:</b>	LOS ANGELES, CALIFORNIA 90017-5406
<b>ATTORNEY DOCKET NUMBER:</b>	202102-0000424
<b>NAME OF SUBMITTER:</b>	ROGER R. WISE
<b>SIGNATURE:</b>	/Roger R. Wise/
<b>DATE SIGNED:</b>	06/03/2020
<b>Total Attachments: 10</b>	
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**BILL OF SALE**

This BILL OF SALE (this "Bill of Sale") is made as of May 20, 2020, between IJK CONTROLS, LLC, a Texas limited liability company ("Seller"), and GENERAL ATOMICS AERONAUTICAL SYSTEMS, INC., a Delaware corporation ("Purchaser").

**RECITALS**

WHEREAS, Seller, Purchaser, Gunnar Ristroph, a natural person, and James DeBruin, a natural person, (collectively, the "Seller Owners" and each individually, a "Seller Owner") are parties to that certain Asset Purchase Agreement, dated as of April 16, 2020 (together with the exhibits and schedules attached thereto, the "Purchase Agreement"; capitalized terms used but not defined herein shall have the meanings ascribed to them in the Purchase Agreement);

WHEREAS, pursuant to the Purchase Agreement, Seller has agreed to (and Seller Owners have agreed to cause Seller to) sell, assign, transfer, convey and deliver, free and clear of Encumbrances (other than Permitted Encumbrances), to Purchaser, and Purchaser has agreed to purchase and acquire from Seller and to take assignment and delivery from Seller all of Seller's right, title and interest in and to the Transferred Assets;

WHEREAS, this Bill of Sale as duly executed by each of Purchaser and Seller is being delivered as of the date hereof by each party hereto to the other;

WHEREAS, concurrently with the execution and delivery of this Bill of Sale, Purchaser and Seller are entering into an Assignment and Assumption Agreement, which provides, among other things, for the assignment, transfer, conveyance and delivery to Purchaser of all of Seller's right, title and interest in and to all of the Assigned Contracts and Permits (but only to the extent such Permits may be transferred under applicable Law); and

WHEREAS, as used in this Bill of Sale, the term "Transferred Bill of Sale Assets" means, collectively, all of the Transferred Assets other than the Assigned Contracts and Permits.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth in the Purchase Agreement and hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, Purchaser and Seller hereby agree as follows:

1. Assignment of Transferred Bill of Sale Assets. Effective as of the Closing, for value received, on and subject to the terms and conditions of the Purchase Agreement, Seller does hereby assign, transfer, convey and deliver to Purchaser and its respective successors and permitted assigns, to have and to hold forever, and Purchaser does hereby purchase and acquire from Seller, and take assignment and delivery from Seller, all of Seller's right, title and interest in, to and under the Transferred Bill of Sale Assets, free and clear of all Encumbrances (other than Permitted Encumbrances).
2. Governing Law. This Bill of Sale, and all claims arising out of or related to this Bill of Sale, whether sounding in tort, contract or otherwise, shall be governed by and construed in

accordance with the law of the State of California, without regard to conflict of laws provisions thereof.

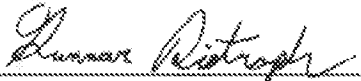
3. Counterparts. This Bill of Sale may be executed in any number of counterparts (including by facsimile signature or by other electronic means, such as portable document format (.pdf) file), each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

4. No Additional Representations or Warranties. Purchaser acknowledges that Seller makes no representation or warranty with respect to the Transferred Bill of Sale Assets except as specifically set forth in the Purchase Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has caused this Bill of Sale to be duly executed and delivered as of the date first above written.

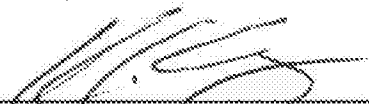
IJK CONTROLS, LLC

By:   
Name: Gunnar Ristroph  
Title: CEO, member

By:   
Name: James DeBruin  
Title: Member

Acknowledged and Accepted as of  
the date first above written:

GENERAL ATOMICS AERONAUTICAL  
SYSTEMS, INC

By:   
Name: Gregory L. Turner *Kristopher S. George*  
Title: ~~Treasurer~~ *Assistant Treasurer*

*[Signature Page to Bill of Sale]*

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (together with the schedules hereto, which are incorporated herein by reference, this “Agreement”) is entered into effective as of this 16th day of April, 2020 by and between IJK CONTROLS, LLC, a Texas limited liability company (“Seller”), GUNNAR RISTROPH, a natural person, and JAMES DEBRUIN, a natural person (collectively, with Gunnar Ristroph, the “Seller Owners” and each individually, a “Seller Owner”), and GENERAL ATOMICS AERONAUTICAL SYSTEMS, INC., a Delaware corporation (“Purchaser”). Capitalized terms used but not earlier defined in the text hereof are defined in Section 10.14 of this Agreement.

### WITNESSETH:

WHEREAS, Seller and Seller Owners are engaged in the business of providing solutions for line-of-sight control, stabilized gimbals and related pointing and tracking systems (excluding the provision of such solutions for the Retained Business, the “Business”).

WHEREAS, Seller desires to sell, and Purchaser desires to purchase from Seller, the Transferred Assets (as hereinafter defined), and in connection therewith Purchaser is willing to assume from Seller the Assumed Liabilities (as hereinafter defined), upon the terms and subject to the conditions hereinafter set forth.

WHEREAS, Purchaser considers each of the Transferred Assets being purchased from Seller upon the terms and conditions hereinafter set forth to be integral to its decision to purchase all of the Transferred Assets, including the non-competition provisions provided for in this Agreement and the related agreements.

WHEREAS, the Seller Owners collectively own membership interests representing 100% of the outstanding membership interests of Seller and will benefit from the transactions contemplated by this Agreement and, as an inducement to Purchaser entering into this Agreement, shall be parties hereto.

NOW, THEREFORE, in consideration of the premises and the respective representations, warranties, covenants, agreements and conditions contained herein, the Parties, intending to be legally bound, hereby agree as follows:

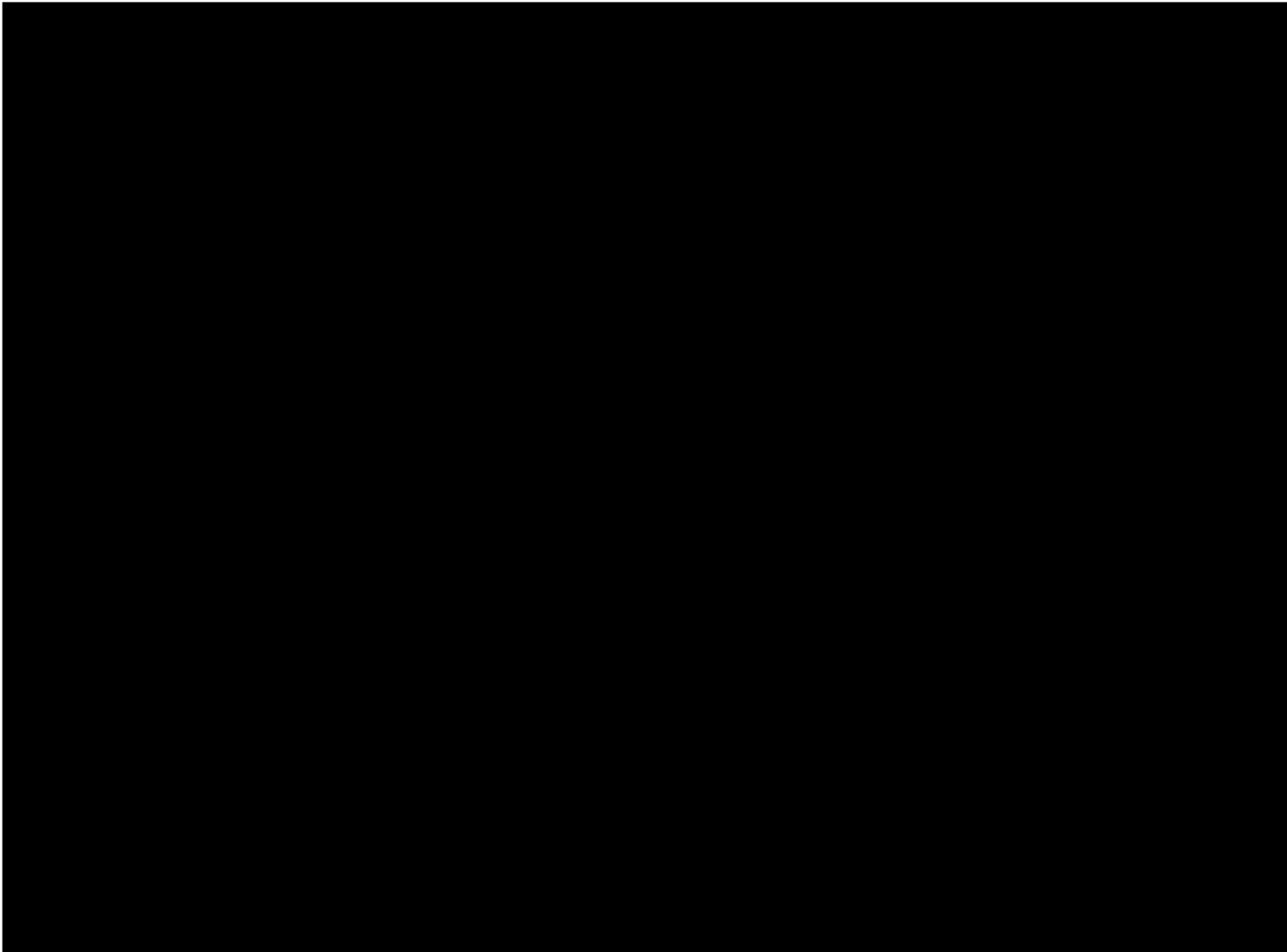
### ARTICLE I PURCHASE AND SALE OF ASSETS

Section 1.1 Conveyance and Transfer of Assets. Upon the terms and subject to the conditions contained herein and the performance by each of the Parties of their respective obligations hereunder, Purchaser hereby agrees to purchase, acquire and accept from Seller, and Seller hereby agrees to (and Seller Owners shall cause Seller to), sell, assign, transfer, convey and deliver, free and clear of Encumbrances (other than Permitted Encumbrances), to Purchaser at the Closing the entire right, title and interest of Seller in, to and under, all of the assets, properties and rights of every kind and nature, whether real, personal or mixed, tangible or intangible (including goodwill), wherever located and whether now existing or hereafter acquired

(other than the Excluded Assets), which relate to, or are used or held for use in connection with the Business (collectively, the “Transferred Assets”), including the following:


(a) (i) the Contracts set forth on Schedule 1.1(a), and the Contracts arising from the operation or conduct of the Business entered into following the date of this Agreement which have been specifically identified to Purchaser and accepted by Purchaser in writing pursuant to Section 6.1(b)(ii) prior to the Closing, and (ii) such other Contracts or business relationships necessary for the operation of the Business, including the Transferred Leases, which are set forth on Schedule 1.1(a)(ii) (the “Assigned Contracts”);


(b) all Seller Owned Intellectual Property, including those listed in Schedule 1.1(b) hereto;




IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed and delivered, all as of the day and year first above written.

**SELLER:  
IJK CONTROLS, LLC**


By:   
Name: Gunnar Ristroph  
Title: Member

By:   
Name: James DeBruin  
Title: Member

**SELLER OWNERS:  
GUNNAR RISTROPH**

By: 

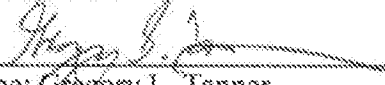
**JAMES DEBRUIN**

By: 



PURCHASER:  
GENERAL ATOMICS AERONAUTICAL  
SYSTEMS, INC.

By: \_\_\_\_\_

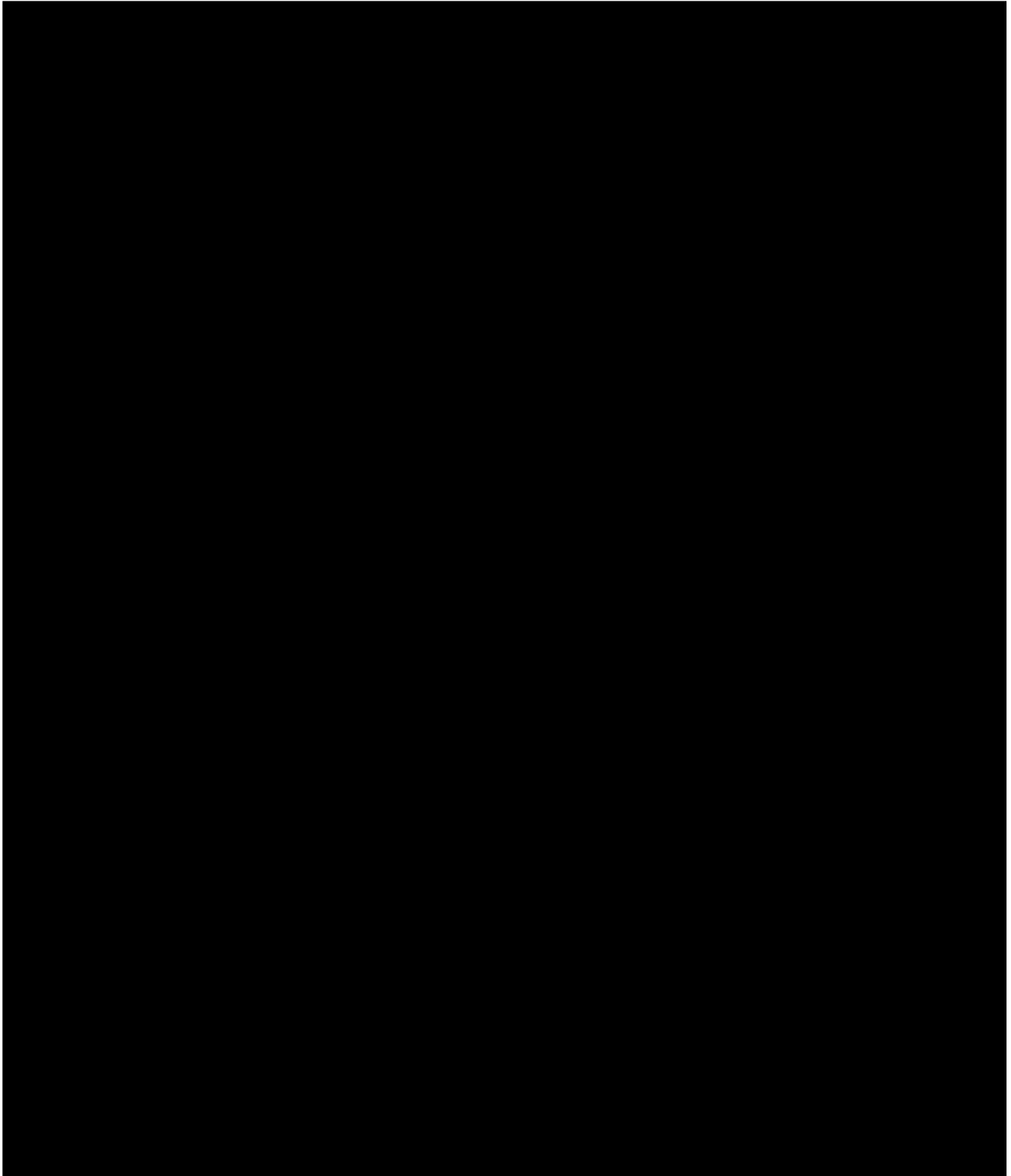
  
Name: Gregory L. Tanner  
Title: Treasurer

*[Signature Page to Asset Purchase Agreement]*

**PATENT**  
**REEL: 052829 FRAME: 0286**

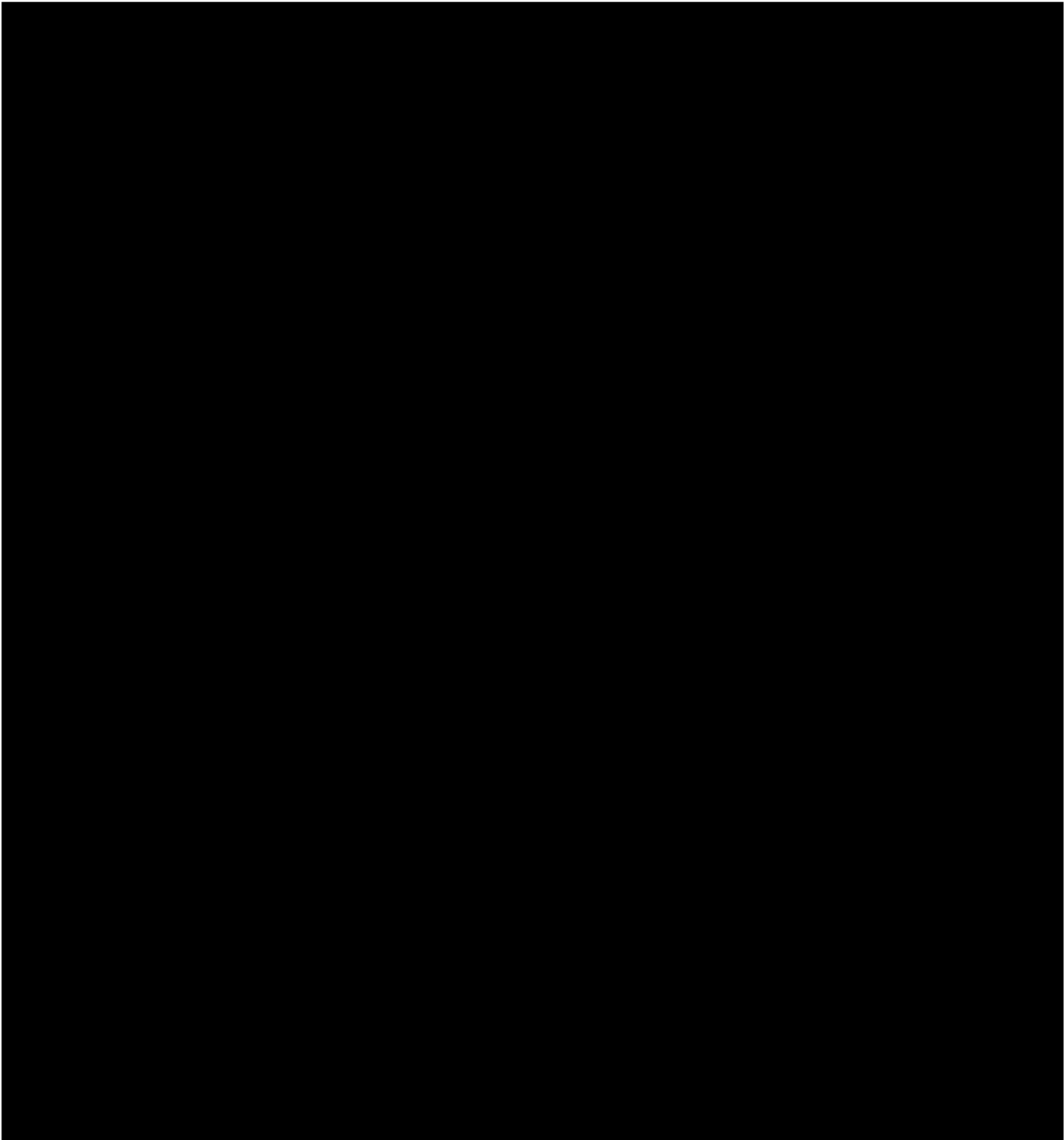
Schedule 1.1(a)

Contracts



Schedule 1.1(a)(ii)

Assigned Contracts



**Schedule 1.1(b)**

**Intellectual Property**

\*United States Patent Number 10,455,158 (issued October 22, 2019).

\*United States Patent Application No. 16/658,089, Publication No. 20200053290 (published February 13, 2020)

