

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6278741

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
RAYTHEON COMPANY	05/02/2020
RECEIVING PARTY DATA	
Name:	BAE Systems Information And Electronic Systems Integration Inc.
Street Address:	65 Spit Brook Road
Internal Address:	NHQ01-719
City:	Nashua
State/Country:	NEW HAMPSHIRE
Postal Code:	03060
PROPERTY NUMBERS Total: 7	
Property Type	Number
Patent Number:	8707277
Patent Number:	8813092
Patent Number:	8719813
Patent Number:	9690315
Patent Number:	10185350
Patent Number:	9342094
Patent Number:	9195447
CORRESPONDENCE DATA	
Fax Number:	(603)885-2167
<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:	603-885-7702
Email:	gloria.abbasciano@baesystems.com
Correspondent Name:	GLORIA ABBASCIANO
Address Line 1:	65 SPIT BROOK ROAD
Address Line 2:	NHQ01-719
Address Line 4:	NASHUA, NEW HAMPSHIRE 03060
NAME OF SUBMITTER:	GLORIA ABBASCIANO
SIGNATURE:	/Gloria Abbasciano/
DATE SIGNED:	09/01/2020

PATENT

Total Attachments: 5

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “Agreement”) is made and entered into as of May 2, 2020 by and between Raytheon Company, a Delaware corporation (“Assignor”), and BAE Systems Information and Electronic Systems Integration Inc., a Delaware corporation (“Assignee”) (Assignee and Assignor, collectively, the “Parties”).

WHEREAS, Assignor is the owner of the Intellectual Property applications and registrations set forth on Schedule A hereto, together with the goodwill symbolized thereby (the “Assigned IP”).

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of January 17, 2020 by and between Assignee and Assignor, (the “Purchase Agreement”), and that Assignment and Assumption Agreement between Assignee and Assignor, dated as of the date hereof, Assignor agreed to assign, sell, convey, and transfer all of Assignor’s right, title, and interest in and to the Assigned IP to Assignee, and Assignee desires to receive all right, title, and interest in and to the Assigned IP.

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Definitions. Capitalized terms used in this Agreement that are not defined in the body of this Agreement have the meanings given to them in the Purchase Agreement.

2. Assignment. Effective upon the Closing, Assignor hereby sells, conveys, transfers and assigns to Assignee, and Assignee hereby purchases and accepts from Assignor, all of Assignor’s right, title, and interest in and to the Assigned IP, including all rights therein provided by international conventions and treaties, all rights of priority and renewals, and all rights to sue and recover damages for past, present and future infringement, dilution, misappropriation, unlawful imitation or other violation thereof or conflict therewith. Assignor hereby authorizes the recordation of this Agreement by Assignee with the United States Patent and Trademark Office (the “USPTO”) and any other applicable Governmental Body; provided that Assignee shall be solely responsible for such recordation and all expenses associated therewith.

3. Further Assurances. Assignor agrees to execute, upon the request and at the sole expense of Assignee, such additional documents that may be necessary to register and otherwise give full effect to the rights of Assignee under this Agreement in and to the Assigned IP, including all documents necessary to record in the name of Assignee the assignment of the Assigned IP with the USPTO or any other applicable Governmental Body; provided that Assignee shall be solely responsible for the preparation and filing of the foregoing documents and all expenses associated therewith. For the avoidance of doubt, as of and following the Closing, Assignor will have no responsibility to take any action to maintain any of the Assigned IP or further prosecute or seek issuance of any applications included in the Assigned IP, including payment of fees, responses to any office action or other inquiries from agents of Governmental Bodies or registrars, or otherwise.

4. Disclaimer of Representations and Warranties. EXCEPT AS EXPRESSLY AND SPECIFICALLY SET FORTH IN THE PURCHASE AGREEMENT, ASSIGNEE (ON BEHALF OF ITSELF AND ITS AFFILIATES) UNDERSTANDS AND AGREES THAT ASSIGNOR IS

NOT REPRESENTING OR WARRANTING IN ANY WAY IN THIS ASSIGNMENT, AND ASSIGNOR HEREBY EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, AS TO THE ASSIGNED IP, AS TO ANY CONSENTS OR APPROVALS (INCLUDING APPROVALS FROM ANY GOVERNMENTAL BODIES) REQUIRED IN CONNECTION HERewith OR THEREWITH, AS TO THE VALUE OR FREEDOM FROM ANY SECURITY INTERESTS OF OR THE NON-INFRINGEMENT OR ABSENCE OF OTHER VIOLATION, DILUTION, VALIDITY OR ENFORCEABILITY OR ANY OTHER MATTER CONCERNING THE ASSIGNED IP.

5. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware applicable to contracts executed in and performed in that state.

6. No Conflict. Nothing in this Agreement shall alter any liability or obligation of the Parties arising under the Purchase Agreement. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern.

7. No Modifications. This Agreement may not be amended or modified except by the written agreement of both of the Parties.

8. Successors and Assigns. This Agreement shall bind and shall inure to the benefit of the respective Parties and their assigns, transferees, and successors.

9. Counterparts. This Agreement may be executed and delivered (including by email or PDF transmission) in one or more counterparts, and by the two Parties in separate counterparts, each of which when executed shall be deemed to be an original, but both of which taken together shall constitute one and the same instrument.

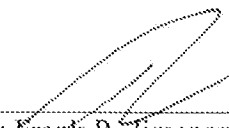
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SCHEDULE A

	Case Reference	Grant	Grant Number	Internal Title
1.	10-0914-US-NP	April 22, 2014	8707277	Systems, methods, and language for SCA CORBA descriptor files
2.	11-1558-US-NP	August 19, 2014	8813092	CORBA Embedded Inter-ORB Protocol (EIOP)
3.	11-1766-US-NP	May 6, 2014	8719813	Optimized SCA CORBA descriptor for SCA CORBA descriptor files
4.	11-2105-US-NP	June 27, 2017	9690315	Constant input current filter for power supplies and related system and method
5.	11-2105-EP-EPT			Constant input current filter for power supplies and related system and method
6.	11-2105-JP-PCT	February 10, 2017	6087942	Constant input current filter for power supplies and related system and method
7.	12-3644-US-CNT	January 22, 2019	10185350	Multi-Processor System and Method for Internal Time Synchronization and Event Scheduling of Multiple Processors
8.	12-3644-US-NP	May 17, 2016	9342094	Multi-Processor System and Method for Internal Time Synchronization and Event Scheduling of Multiple Processors
9.	12-3644-GC-NP	May 29, 2018	GC0006998	Multi-Processor System and Method for Internal Time Synchronization and Event Scheduling of Multiple Processors
10.	13-5039-US-NP	November 24, 2015	9195447	Optimized sca descriptors with run-time deployment additions

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

RAYTHEON COMPANY

By: 
Name: Frank R. Jimenez
Title: Vice President, General Counsel
and Secretary

[Signature Page to Intellectual Property Assignment Agreement]

PATENT
REEL: 053662 FRAME: 0336

BAE SYSTEMS INFORMATION AND
ELECTRONIC SYSTEMS INTEGRATION INC.

By:

Name: KATHERINE H. BROWN

Title: VP & ASST. SECRETARY

[Signature Page to Intellectual Property Assignment Agreement]