

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7441276

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT AND ASSUMPTION AGREEMENT AND BILL OF SALE
CONVEYING PARTY DATA	
Name	Execution Date
GOODRICH CORPORATION	08/31/2020
RAYTHEON TECHNOLOGIES CORPORATION	08/31/2020
RECEIVING PARTY DATA	
Name:	DANBURY MISSION TECHNOLOGIES, LLC (FORMERLY KNOWN AS AMERGINT EO SOLUTIONS, LLC)
Street Address:	2315 BRIARGATE PARKWAY
Internal Address:	SUITE 100
City:	COLORADO SPRINGS
State/Country:	COLORADO
Postal Code:	80920
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	17208958
CORRESPONDENCE DATA	
Fax Number:	(877)769-7945
<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:	+1 (617) 956-5901
Email:	apsi@fr.com
Correspondent Name:	PETER POULIN
Address Line 1:	FISH & RICHARDSON P.C.
Address Line 2:	P.O.BOX 1022
Address Line 4:	MINNEAPOLIS, MINNESOTA 55440-1022
ATTORNEY DOCKET NUMBER:	51955-0002003
NAME OF SUBMITTER:	RITA M. LISTON
SIGNATURE:	/Rita M. Liston/
DATE SIGNED:	07/20/2022
Total Attachments: 7	
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ASSIGNMENT AND ASSUMPTION AGREEMENT AND BILL OF SALE

This ASSIGNMENT AND ASSUMPTION AGREEMENT AND BILL OF SALE (this "Agreement"), dated as of August 31, 2020, is made by and among Goodrich Corporation, a New York corporation (the "Seller Entity"), Raytheon Technologies Corporation, a Delaware Corporation ("Seller"), and Danbury Mission Technologies, LLC (formerly known as AMERGINT EO Solutions, LLC), a Delaware limited liability company ("Purchaser"). The Seller Entity, Seller and Purchaser are referred to herein individually as a "Party" and collectively, as the "Parties." Capitalized terms not otherwise defined herein shall have the meanings set forth in the Asset Purchase Agreement dated as of April 19, 2020, by and between Seller and Purchaser (as it may be amended from time to time, the "Purchase Agreement"), unless the context herein otherwise requires.

WHEREAS, pursuant to, and on the terms and subject to the conditions of, the Purchase Agreement, among other things, (i) Seller has agreed to, and to cause the Seller Entity to, sell, assign, transfer and convey to Purchaser all of Seller's and its Subsidiaries' (for the avoidance of doubt, not including Raytheon Company and/or any of its Subsidiaries) right, title and interest in and to the Purchased Assets; (ii) Purchaser has agreed to purchase, acquire and accept from the Seller Entity, all of the Seller's and its Subsidiaries' (for the avoidance of doubt, not including Raytheon Company and/or any of its Subsidiaries) right, title and interest in and to the Purchased Assets; (iii) Purchaser has agreed to assume and to discharge or perform the Assumed Liabilities; and (iv) Seller and Purchaser have agreed that the Purchased Assets do not include the Excluded Assets and the Assumed Liabilities do not include the Retained Liabilities;

WHEREAS, each of Seller and the Seller Entity has all necessary corporate or comparable power and authority to act as to the subject matter of this Agreement; and

WHEREAS, Purchaser has all necessary corporate power and authority to act as to the subject matter of this Agreement.

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

1. Each of Seller and the Seller Entity hereby sells, assigns, transfers and conveys to Purchaser all of Seller's and its Subsidiaries' (for the avoidance of doubt, not including Raytheon Company and/or any of its Subsidiaries) right, title and interest in the Purchased Assets, including the Registered Intellectual Property listed on Exhibit A hereto and Purchaser hereby purchases and acquires such Purchased Assets, in each case, upon the terms and conditions contained in the Purchase Agreement.
2. For the avoidance of doubt, notwithstanding any other provision of this Agreement, neither Seller nor any of its Affiliates hereby sells, assigns, transfers or conveys to Purchaser, and Purchaser hereby does not purchase or acquire, any and all of Seller's or the Seller Entity's right, title or interest in or to any and all Excluded Assets.

3. Purchaser hereby assumes and agrees to discharge or perform, in each case when due, the Assumed Liabilities, in each case, upon the terms and conditions contained in the Purchase Agreement.
4. For the avoidance of doubt, notwithstanding any other provision of this Agreement, each of Seller and its Affiliates hereby retains, and Purchaser hereby does not assume, any and all Retained Liabilities.
5. This Agreement shall not be construed as a notice of or request for consent to transfer, assignment or assumption, an attempt or agreement to transfer, assign or assume, or a present transfer, assignment or assumption, of any contracts, agreements, leases, subleases, licenses, commitments or any other Contract or asset, to the extent that such transfer, assignment or assumption, as contemplated by this Agreement and/or the Purchase Agreement (a) is prohibited by Law, (b) without Approvals would (i) constitute a breach thereof, (ii) be reasonably likely to subject Seller, the Seller Entity, Purchaser or any of their respective officers, directors, agents or Affiliates, to civil or criminal liability, (iii) be reasonably likely to make such assignment, or transfer or change of control void or voidable, or (iv) be reasonably likely to adversely affect in any material respect the rights thereunder of Seller, the Seller Entity, Purchaser or any of their respective officers, directors, agents or Affiliates, and such Approval is not obtained at or before the Closing, or (c) is otherwise contemplated by Sections 2.12 or 5.15 of the Purchase Agreement not to occur at Closing. Unless the Parties mutually shall otherwise determine, such transfer, assignment or assumption shall be automatically deferred until such time as all legal impediments are removed or such Approvals have been obtained or made, at which time (or upon the mutual agreement of the Parties) this Agreement shall be deemed to transfer, assign or effect the assumption of such contract, agreement, lease, sublease, license, commitment, Contract or asset, as provided in this Agreement.
6. This Agreement shall be without prejudice to the Purchase Agreement. In the event of any conflict or inconsistency between the terms of this Agreement and the Purchase Agreement, the terms of the Purchase Agreement shall control.
7. This Agreement shall be subject to the provisions of Sections 10.1 to 10.12 of the Purchase Agreement, *mutatis mutandis*.

IN WITNESS WHEREOF, the Parties herein have duly executed and delivered this Assignment and Assumption Agreement and Bill of Sale as of the day and year first above written.

GOODRICH CORPORATION

By: Michael R. Dumais
Name: Michael R. Dumais
Title: Vice President

RAYTHEON TECHNOLOGIES CORPORATION

By: Michael R. Dumais
Name: Michael R. Dumais
Title: Executive Vice President, Strategy

DANBURY MISSION TECHNOLOGIES, LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Parties herein have duly executed and delivered this Assignment and Assumption Agreement and Bill of Sale as of the day and year first above written.

GOODRICH CORPORATION

By: _____
Name:
Title:

RAYTHEON TECHNOLOGIES CORPORATION

By: _____
Name:
Title:

DANBURY MISSION TECHNOLOGIES, LLC

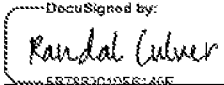
By:  _____
Name: Randal Culver
Title: President and Chief Executive Officer

Exhibit A

[Attached.]

[Signature Page to Assignment and Assumption Agreement]

PATENT
REEL: 060757 FRAME: 0599

