507394350 07/20/2022

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

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.

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

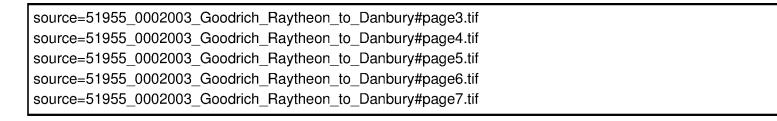
Address Line 4: MINNEAPOLIS, MINNESOTA 55440-1022

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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PATENT 507394350 REEL: 060757 FRAME: 0593



PATENT REEL: 060757 FRAME: 0594

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:

- 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 <u>Exhibit A</u> 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.

PATENT REEL: 060757 FRAME: 0595

- 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. Dumaig

Name: Michael R. Dumais Title: Vice President

RAYTHEON TECHNOLOGIES CORPORATION

By: _____

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

Ву:	
Name:	
Title:	
RAYTHEO!	N TECHNOLOGIES CORPORATION
Ву:	
Name:	
Title:	

DANBURY MISSION TECHNOLOGIES, LLC

	DecuSigned by:	
	Randal Culver	
By:		
Mass	var Dandal Culvar	

Name: Randal Culver

Title: President and Chief Executive Officer

Exhibit A

[Attached.]

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Exhibit 3.5 - Page 1 of 2

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81481602	3000AA18,036	RESPONSE RATIONAVE ANGLE OF ARRIVAL SERVEDR ITHAT IS ARRIVENDED TO TO ROTALLATION	Passet Cooperation Treaty	CONVERSE	3/7/1985	88/00635	8/12/1992	308924	
8149:422	984075701	SPATIALLY TURABLE RUGATE NATROOM REFLECTION BAND FRITER	European Materil	Convoleted	Z/1/1983	20302592.9	5/25/1847	585047	
61455228	999085501	SPATIALLY TUMARIE RUBATE MARROW REFLECTION BAND FRITER AND APPLICATIONS TIS REFOR	European Pabori	Operazieted	4/2/1983 4/2/1983	\$100850008	7808987	583048	
81485352	36214WO25	System and Rathod for Discriminating Setween Ottok and Retleated Electromagnatio Energy	Patenti Cooperation Treety	Converse	205 LV S.C.	FCT/US1298/018132			
814820220	70297E991	System and Rathout for Signal Extraction by Path Modulation	European Patent	Consideration	878/202/9	3011487.7	12/20/2017	2588325	
81487625	998395301	SYSTEM FOR DEPLOYING THE PETALS OF A SECTIONED MICROSK OF AN OFFICIAL SPACE (SELECTORS)	European Patent	A CONSTITUTE OF	2500500	3058558.2	677478DG6	1381768	
81483831	505395363	SYSTEM FOR DEPLOYING THE PETALS OF A SESTIONE MIRROR OF AN OPTIONAL SPACE TELESCOPE	European Materit	©020yaletezi	515005	5010787.3	5/15/2006	1569578	
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200			T. Administration of the Control	5		2020200000	2507	0.000	

Exhibit 3.8 - Page 2 of 2

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