

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7727009

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT ASSIGNMENT AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
CAES SYSTEMS HOLDINGS LLC	01/01/2023
RECEIVING PARTY DATA	
Name:	CAES SYSTEMS LLC
Street Address:	2121 CRYSTAL DR.
Internal Address:	SUITE 800
City:	ARLINGTON
State/Country:	VIRGINIA
Postal Code:	22202
PROPERTY NUMBERS Total: 37	
Property Type	Number
Patent Number:	7626549
Patent Number:	7636063
Patent Number:	7656332
Patent Number:	7668509
Patent Number:	7705694
Patent Number:	7719391
Patent Number:	7724484
Patent Number:	7780386
Patent Number:	8278556
Patent Number:	10725142
Patent Number:	11385314
Application Number:	17365984
Application Number:	17390804
PCT Number:	US2021053501
Patent Number:	11316479
Patent Number:	6885351
Patent Number:	7057480
Patent Number:	7248130
Patent Number:	7289080

Property Type	Number
Application Number:	17386264
Application Number:	17468540
Patent Number:	7151476
Patent Number:	7626464
Patent Number:	7847736
Patent Number:	7885355
Patent Number:	9270027
Application Number:	63391978
Application Number:	17667663
PCT Number:	US2022015737
Application Number:	63166222
Patent Number:	6559513
Application Number:	63365285
Application Number:	17856739
Application Number:	17818531
Application Number:	17886032
Application Number:	17886122
Application Number:	17886156

CORRESPONDENCE DATA

Fax Number: (212)310-8007

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: 2123108000

Email: juan.arias@weil.com

Correspondent Name: JEEYOON CHUNG

Address Line 1: WEIL, GOTSHAL & MANGES LLP

Address Line 2: 767 FIFTH AVENUE

Address Line 4: NEW YORK, NEW YORK 10153

NAME OF SUBMITTER: JEEYOON CHUNG

SIGNATURE: /JEEYOON CHUNG/

DATE SIGNED: 01/05/2023

Total Attachments: 9

source=Jupiter - Short-form Patent Assignment Agreement (CAES Contribution) - EXECUTED#page1.tif
source=Jupiter - Short-form Patent Assignment Agreement (CAES Contribution) - EXECUTED#page2.tif
source=Jupiter - Short-form Patent Assignment Agreement (CAES Contribution) - EXECUTED#page3.tif
source=Jupiter - Short-form Patent Assignment Agreement (CAES Contribution) - EXECUTED#page4.tif
source=Jupiter - Short-form Patent Assignment Agreement (CAES Contribution) - EXECUTED#page5.tif
source=Jupiter - Short-form Patent Assignment Agreement (CAES Contribution) - EXECUTED#page6.tif
source=Jupiter - Short-form Patent Assignment Agreement (CAES Contribution) - EXECUTED#page7.tif
source=Jupiter - Short-form Patent Assignment Agreement (CAES Contribution) - EXECUTED#page8.tif

PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement (“Assignment”), dated as of January 1, 2023 (the “Effective Date”), is entered into by and between CAES Systems Holdings LLC, a Delaware limited liability company with an address at 2121 Crystal Dr., Suite 800, Arlington, VA 22202 (“Assignor”), and CAES Systems LLC, a Delaware limited liability company with an address at 2121 Crystal Dr., Suite 800, Arlington, VA 22202 (“Assignee” and, together with Assignor, the “Parties”).

WHEREAS, certain Affiliates of Assignor and Assignee have entered into that certain Stock Purchase Agreement, dated as of September 29, 2022 (the “Purchase Agreement”), by and among Jupiter Buyer, Inc., Cobham Group Limited, Cobham Holdings Inc. and Assignee; and

WHEREAS, in connection with the transactions contemplated by the Purchase Agreement, the Parties entered into that certain Contribution Agreement, dated as of January 1, 2023 (the “Contribution Agreement”), pursuant to which Assignor agreed to contribute to Assignee, and Assignee agreed to accept from Assignor, all of Assignor’s rights, titles and interests in and to the patents and patent applications set forth on Appendix A hereto (and all patent applications, utility models and applications for utility models, inventor’s certificates and applications for inventor’s certificates, and invention disclosure statements, reissuances, divisionals, continuations, continuations in part, revisions, renewals, extensions, and re-examinations thereof, and all patents whose priority is based upon or in common with any of the foregoing) (collectively, the “Transferred Patents”).

WHEREAS, capitalized terms used but not defined herein shall have the respective meanings given to such terms in the Contribution Agreement and, if not defined herein or in the Contribution Agreement, in the Purchase Agreement.

NOW, THEREFORE, in consideration of the promises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. **Assignment**. Assignor hereby sells, conveys, assigns and transfers to Assignee its entire worldwide right, title and interest in and to the Transferred Patents, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns and other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, as assignee of its respective entire right, title and interest therein, including all rights in and to all income, royalties, damages and payments now or hereafter due or payable with respect thereto, all causes of action (whether in law or in equity) with respect thereto, and the right to sue, counterclaim, and recover for past, present and future infringement, violation, or other unauthorized use of the rights assigned or to be assigned under this Assignment.
2. **Filing and Recordation**. The Parties agree that Assignee may, at its sole cost and expense, file and Assignor hereby authorizes the Commissioner for Patents of the United States Patent and Trademark Office (the “USPTO”) or any other Governmental Authority to

record and register this Assignment, or the equivalent of this Assignment to the extent required, with the USPTO or any relevant offices in non-U.S. jurisdictions as necessary to record Assignee as the assignee and owner of the Transferred Patents.

3. **Further Assurances.** As and when reasonably requested by either Party, the other Party shall promptly execute and deliver, or cause to be executed and delivered, all such documents, instruments and certificates and shall take, or cause to be taken, all such further or other actions as are necessary to evidence and effectuate the Assignment at the cost and expense of the Party that was required to take such action in the first instance.
4. **Successors.** This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.
5. **Governing Law.**
 - a. This Assignment and any controversy, dispute or claim arising hereunder or related hereto (whether by contract, statute, tort or otherwise) shall be governed by and construed in accordance with the domestic Laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule or any borrowing statute, in each case, whether of the State of Delaware or any other jurisdiction, that would cause the application of the Laws of any jurisdiction other than the State of Delaware.
 - b. EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY HERETO MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS ASSIGNMENT, THE OTHER AGREEMENTS CONTEMPLATED HEREBY OR THE TRANSACTIONS CONTEMPLATED BY THIS ASSIGNMENT. EACH PARTY HERETO CERTIFIES AND ACKNOWLEDGES THAT (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HERETO HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY HERETO WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (II) SUCH PARTY HERETO UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (III) SUCH PARTY HERETO MAKES THIS WAIVER VOLUNTARILY, AND (IV) SUCH PARTY HERETO HAS BEEN INDUCED TO ENTER INTO THIS ASSIGNMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 5.
 - c. The Parties submit to the exclusive jurisdiction of the Chancery Court of the State of Delaware and any state appellate court therefrom within the State of Delaware (or if the Chancery Court of the State of Delaware declines to accept jurisdiction over a particular matter, any federal court sitting in the State of Delaware and any federal appellate court therefrom) in respect of the interpretation and enforcement of the provisions of this Assignment and any related agreement, certificate or other document delivered in connection herewith and by this Assignment waive, and

agree not to assert, any defense in any action for the interpretation or enforcement of this Assignment and any related agreement, certificate or other document delivered in connection herewith that they are not subject to such jurisdiction or that such action may not be brought or is not maintainable in such courts or that this Assignment may not be enforced in or by such courts, that the action is brought in an inconvenient forum, or that the venue of the action is improper.

- d. Each Party agrees that service in person or by certified or by nationally recognized overnight courier to its principal place of business shall constitute valid in personam service upon such Party and its successors and assigns in any proceeding commenced pursuant to this Section 5. Each Party hereby acknowledges that this is a commercial transaction, that the foregoing provisions for service of process and waiver of jury trial have been read, understood and voluntarily agreed to by each Party and that by agreeing to such provisions each Party is waiving important legal rights.
6. **Counterparts**. This Assignment may be executed in counterparts (including by means of facsimile or electronic transmission), each of which shall be deemed an original but all of which together will constitute one and the same instrument.
7. **Severability**. Whenever possible, each provision of this Assignment shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Assignment is held to be invalid, illegal or unenforceable in any respect under any applicable Law by which this Assignment is governed, such invalidity, illegality or unenforceability shall not affect any other provision; provided, that such provision shall be construed to give effect to the Parties' intent regarding such provision to the maximum extent permitted by applicable Law.
8. **Headings**. The section headings contained in this Assignment are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Assignment.
9. **Amendments and Waivers**. No amendment of any provision of this Assignment shall be valid unless the same shall be in writing and signed by Assignor and Assignee. No waiver by any Party of any provision of this Assignment or any default, misrepresentation or breach of warranty or covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the Party making such waiver, nor shall such waiver be deemed to extend to any prior or subsequent default, misrepresentation or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.
10. **Entire Agreement; Conflicts**. This Assignment, including the Appendix hereto, the Contribution Agreement and the Purchase Agreement, constitute the entire agreement among the Parties with respect to the subject matter hereof and supersede any prior understandings, agreements or representations by or among the Parties, written or oral, to the extent they relate in any way to the subject matter hereof. Notwithstanding anything to the contrary in this Assignment, nothing in this Assignment, express or implied, is intended to or shall (or shall be construed or deemed to) modify, expand or limit in any way the

provisions of the Contribution Agreement or the Purchase Agreement. In the event of any conflict, ambiguity or inconsistency between: (a) any provision of this Assignment, on the one hand, and any provision of the Contribution Agreement, on the other hand, the provision of the Contribution Agreement shall govern and control (except in the instance of any conflict, ambiguity or inconsistency between the Contribution Agreement and the Purchase Agreement, in which case the Purchase Agreement shall govern and control); or (b) any provision of this Assignment, on the one hand, and any provision of the Purchase Agreement, on the other hand, the provision of the Purchase Agreement shall govern and control. The Parties further acknowledge and agree that as between the Parties, in the event of any conflict, ambiguity or inconsistency between any provision of the Contribution Agreement or this Assignment, on the one hand, and any provision of any assignment, assumption, consent or similar agreement between one or more of the Parties or their respective affiliates and any third party with respect to the transactions contemplated hereby or by the Contribution Agreement, on the other hand, the applicable provision of the Contribution Agreement and this Assignment, as applicable, shall govern and control.

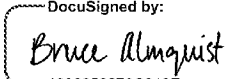
- 11. Succession and Assignment.** This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. No Party may assign either this Assignment or any of its rights, interests or obligations hereunder without the prior written approval of the other Party, provided that Assignee may assign this Assignment and any of its rights and obligations hereunder to any of its Affiliates without the prior written approval of Assignor. No assignment of any obligations hereunder shall relieve the Parties of any such obligations.

Signature Page to Follow

IN WITNESS WHEREOF, the Parties caused this Assignment to be duly executed as of the Effective Date.

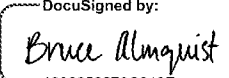
ASSIGNOR

CAES SYSTEMS HOLDINGS LLC

By: 
Name: Bruce Almquist
Title: Vice President

ASSIGNEE

CAES SYSTEMS LLC

By: 
Name: Bruce Almquist
Title: Vice President

Appendix A

Title	Filing Date	Application Number	Issue Date {Publication Date}	Patent Number {Publication Number}	Owner Name
COMPACT PLANAR ANTENNA FOR SINGLE AND MULTIPLE POLARIZATION CONFIGURATIONS	3/28/2007	11/692479	12/1/2009	7626549	CAES Systems Holdings LLC
COMPACT BROADBAND PATCH ANTENNA	12/2/2005	11/293558	12/22/2009	7636063	CAES Systems Holdings LLC
METHOD AND APPARATUS FOR A MULTI-MODE MULTI-RATE TELEMETRY TRANSMITTER	9/24/2007	11/859999	2/2/2010	7656332	CAES Systems Holdings LLC
FREQUENCY SELECTIVE LEVELING LOOP FOR MULTI-SIGNAL PHASED ARRAY TRANSMITTERS	9/24/2004	10/949046	2/23/2010	7668509	CAES Systems Holdings LLC
ROTATABLE ELLIPTICAL DIELECTRIC RESONATORS AND CIRCUITS WITH SUCH DIELECTRIC RESONATORS	1/12/2006	11/330846	4/27/2010	7705694	CAES Systems Holdings LLC
DIELECTRIC RESONATOR CIRCUITS	6/21/2006	11/425580	5/18/2010	7719391	CAES Systems Holdings LLC
ULTRA BROADBAND 10-W CW INTEGRATED LIMITER	12/29/2006	11/618369	5/25/2010	7724484	CAES Systems Holdings LLC
TORQUE-LIMITED ELECTRICAL CONNECTOR	8/25/2004	10/925441	8/24/2010	7780386	CAES Systems Holdings

					LLC
STABILIZATION OF DIELECTRIC USED IN TRANSMISSION LINE STRUCTURES	3/17/2003	10/389790	10/2/2012	8278556	CAES Systems Holdings LLC
SINGLE CHANNEL INTERFEROMETER WITH OPTICAL DELAY LINES	2/1/2017	15/422336	7/28/2020	10725142	CAES Systems Holdings LLC
SINGLE CHANNEL INTERFEROMETER WITH OPTICAL DELAY LINES	7/28/2020	16/941512	7/12/2022	11385314	CAES Systems Holdings LLC
RF POLARIMETERS WITH OPTICAL DELAY LINES	7/1/2021	17/365984	{10/28/2021}	{2021-0333350}	CAES Systems Holdings LLC
TOPSIDE AIR COOLING OF ELECTRONIC PACKAGES	7/30/2021	17/390804	{11/18/2021}	{2021-0359451}	CAES Systems Holdings LLC
LOAD SENSITIVE POWER AMPLIFIER WITH QUADRATURE COMBINER	10/5/2021	PCT/US21/53501	{4/14/2022}	{WO 2022/076362}	CAES Systems Holdings LLC
LOAD SENSITIVE POWER AMPLIFIER WITH QUADRATURE COMBINER	10/5/2020	17/063588	4/26/2022	11316479	CAES Systems Holdings LLC
ANTENNA	7/24/2003	10/627036	4/26/2005	6885351	CAES Systems Holdings LLC
CROSS-COUPLED DIELECTRIC RESONATOR CIRCUIT	10/10/2002	10/268480	6/6/2006	7057480	CAES Systems Holdings LLC

HIGH POWER COMBINER/DIVIDER	1/5/2005	11/029919	7/24/2007	7248130	CAES Systems Holdings LLC
ULTRA BROADBAND LINEAR ANTENNA	6/28/2006	11/427002	10/30/2007	7289080	CAES Systems Holdings LLC
EFFICIENT WAY OF USING IMPINGMENT COOLING IN HIGH POWER PACKAGE	7/27/2021	17/386264			CAES Systems Holdings LLC
BIAS CIRCUIT FOR DEPLETION MODE FIELD EFFECT TRANSISTORS	9/7/2021	17/468540			CAES Systems Holdings LLC
RADAR SYSTEM HAVING A BEAMLESS EMISSION SIGNATURE	6/28/2004	10/879718	12/19/2006	7151476	CAES Systems Holdings LLC
MULTI-FREQUENCY SIGNAL SOURCE	7/21/2004	10/895673	12/1/2009	7626464	CAES Systems Holdings LLC
MULTI SECTION MEANDER ANTENNA	8/24/2006	11/466997	12/7/2010	7847736	CAES Systems Holdings LLC
MULTI-DYNAMIC MULTI-ENVELOPE RECEIVER	10/15/2007	11/872262	2/8/2011	7885355	CAES Systems Holdings LLC
NOTCH-ANTENNA ARRAY AND METHOD FOR MAKING SAME	2/4/2013	13/758789	2/23/2016	9270027	CAES Systems Holdings LLC
METHOD TO MECHANICALLY ISOLATE AND ELECTRICALLY COUPLE BETWEEN A PHASED ARRAY TRANSMIT /	7/25/22	63/391,978			CAES Systems Holdings LLC

RECEIVE BOARD AND A 3D PRINTED ANTENNA					
MONOHEDRAL TILED ANTENNA ARRAYS (PENTARRAY)	2/9/22	17/667,663			CAES Systems Holdings LLC
MONOHEDRAL TILED ANTENNA ARRAYS (PENTARRAY)	2/9/22	PCT/US2022/0157 37			CAES Systems Holdings LLC
MONOHEDRAL PENTAGONALLY TILED ADVANCED ELECTRONICALLY SCANNED ARRAY	3/25/21	63/166222			CAES Systems Holdings LLC
FIELD-PLATE MESFET			5/6/2003	6559513	CAES Systems Holdings LLC
Anti-Jamming System [Provisional]	5/25/2022	63/365,285			CAES Systems Holdings LLC
Computer Vision for Phased Arrays "Real Time Deformation Adjustments for Phased Antenna Array"	7/1/2022	17/856,739			CAES Systems Holdings LLC
Anti-Jamming System	8/9/2022	17/818,531			CAES Systems Holdings LLC
ARTS (no autonomy)	8/11/2022	17/886,032			CAES Systems Holdings LLC
ARTS (fully autonomous)	8/11/2022	17/886,122			CAES Systems Holdings LLC
ARTS (semi- autonomous)	8/11/2022	17/886,156			CAES Systems Holdings LLC