

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code

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2. Amendment/Modification No. 11	3. Effective Date 01 Jan 1999	4. Requisition/Purchase Req No. 861P8806963	5. Project No (if applicable)
6. Issued By Office of Procurement US Patent and Trademark Office 2011 Crystal Drive, Suite 810 Arlington, VA 22202		7. Administered By (if other than item 6)	

8. Name and Address of Contractor (No., street, city, county, State, ZIP) Raytheon Data Systems 500 Superior Avenue Bldg. 700, MA A1155 NEWPORT BEACH, CA 92663	<input type="checkbox"/>	9A. Amendment of Solicitation No.
	<input type="checkbox"/>	9B. Dated (see item 11)
	<input checked="" type="checkbox"/>	10A. Modification of Contract/Order No 50PAPT600041
	<input checked="" type="checkbox"/>	10B. Dated (see item 13) 23 Aug 1996

CODE _____ FACILITY CODE _____

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers: is extended, is not extended

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods.

(a) By completing items 8 and 16, and returning _____ copies of this amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting and Appropriation Data (if required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (Such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT AUTHORITY OF: FAR 42.12 and mutual agreement of the parties.
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (organized by UCF section headings, including solicitation/contract subject matter where feasible).

See attached.

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as hereinafter changed, remain unchanged and in full force and effect.

15A. Name and Title of Signer (type or print) M. Williamson, Contracts	16A. Name and Title of Contracting Officer (Type or print) Anastasio, Mike
15B. Contractor/Officer M. Williamson	16B. United States of America
15C. Date Signed 12/22/98	16C. Date Signed 22 Dec 1998

EXCEPTION TO SF 30 APPROVED BY OIRM 11-84 30-106-04 STANDARD FORM 30 (Rev. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

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The purpose of this modification is to provide for the novation of Contract 50-PAPT-6-00041 from Raytheon Data Systems (RDS) to Dovala, Urbancsik & Larson (DUL) in accordance with FAR 42.12 – Novation and Change-of-Name Agreements. Effective January 1, 1999, Contract 50-PAPT-6-00041 shall be transferred from RDS to DUL

This modification incorporates the Novation Agreement between RDS and DUL in accordance with FAR 42.12 (see Attachment A).

Except as provided herein, all other terms and conditions of the contract remain unchanged and in full force and effect

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NOVATION AGREEMENT

The RAYTHEON COMPANY d/b/a/ RAYTHEON SYSTEMS COMPANY By and Through RAYTHEON DATA SYSTEMS ("Transferor"), a corporation duly organized and existing under the laws of the State of Delaware with its principal office in Newport Beach, California; Dovala, Urbancsik and Larson LLC ("Transferee"), a limited liability company duly organized and existing under the laws of the State of California with its principal office in Marina Del Rey, California; and the UNITED STATES OF AMERICA ("Government") enter into this Agreement as of 31 December 1998.

(a) THE PARTIES AGREE TO THE FOLLOWING FACTS:

(1) The Government, represented by various Contracting Officers of the Patent and Trademark Office and other agencies, has entered into a certain contract with the Transferor, namely: contract 50-PAPT-6-00041. The term "the contract," as used in this Agreement, means the above contract and related delivery or purchase orders, including all modifications, made between the Government and the Transferor before the effective date of this Agreement (whether or not performance and payment have been completed and releases executed if the Government or the Transferor has any remaining rights, duties, or obligations under this contract and related delivery or purchase orders). Included in the term "the contract" is also all modifications made under the terms and conditions of the contract and related delivery or purchase orders between the Government and the Transferee, on or after the effective date of this Agreement.

(2) As of January 1, 1999, the Transferor has transferred to the Transferee substantially all the contract assets of the Transferor by virtue of a purchase and sale agreement between the Transferor and the Transferee.

(3) The Transferee has acquired all the contract assets of the Transferor by virtue of the above transfer.

(4) The Transferee has assumed all contract obligations and liabilities of the Transferor under the contract by virtue of the above transfer.

(5) The Transferee is in a position to fully perform all obligations that may exist under the contract.

(6) It is consistent with the Government's interest to recognize the Transferee as the successor party to the contract.

(7) Evidence of the above transfer has been filed with the Government.

(b) IN CONSIDERATION OF THESE FACTS, THE PARTIES AGREE THAT BY THIS AGREEMENT-

(1) The Transferor confirms the transfer to the Transferee, and waives any claims and rights against the Government that it now has or may have in the future in connection with the contract.

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(2) The Transferee agrees to be bound by and to perform the contract in accordance with the conditions contained in the contract. The Transferee also assumes all obligations and liabilities of, and all claims against, the Transferor under the contract as if the Transferee were the original party to the contract.

(3) The Transferee ratifies all previous actions taken by the Transferor in accordance with the Federal Acquisition Regulation with respect to the contract, with the same force and effect as if the action had been taken by the Transferee.

(4) The Government recognizes the Transferee as the Transferor's successor in interest in and to the contract. The Transferee by this Agreement becomes entitled to all rights, titles, and interests of the Transferor in and to the contract as if the Transferee were the original party to the contract. Following the effective date of this Agreement, the term "Contractor," as used in the contract, shall refer to the Transferee.

(5) Except as expressly provided in this Agreement, nothing in it shall be construed as a waiver of any rights of the Government against the Transferor.

(6) All payments and reimbursements previously made by the Government to the Transferor, and all other previous actions taken by the Government under the contract, shall be considered to have discharged those parts of the Government's obligations under the contract. All payments and reimbursements made by the Government after the date of this Agreement in the name of or to the Transferor shall have the same force and effect as if made to the Transferee, and shall constitute a complete discharge of the Government's obligations under the contract, to the extent of the amounts paid or reimbursed.

(7) The Transferor and the Transferee agree that the Government is not obligated to pay or reimburse either of them for, or otherwise give effect to, any costs, taxes, or other expenses, or any related increases, directly or indirectly arising out of or resulting from the transfer or this Agreement, other than those that the Government in the absence of this transfer or Agreement would have been obligated to pay or reimburse under the terms of the contract.

(8) The Transferor guarantees payment of all liabilities and the performance of all obligations that the Transferee (i) assumes under this Agreement or (ii) may undertake in the future should this contract be modified under their terms and conditions. The Transferor waives notice of, and consents to, any such future modifications.

(9) The contract shall remain in full force and effect, except as modified by this Agreement. Each party has executed this Agreement as of the day and year first above written.

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UNITED STATES OF AMERICA

By:

M. J. Amatore

Title:

Contracting Officer

RAYTHEON DATA SYSTEMS

By:

Philip J. Colan

Title:

Director

[Corporate Seal]

Dovala, Urbancsik & Larson LLC

By:

Philip A. Urbancsik

Title:

VICE PRESIDENT

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