

REC COPY 1/11

CONTRACTOR'S ASSIGNMENT OF REFUNDS, REBATES,  
CREDITS, AND OTHER AMOUNTS

Contract No. NOA(s) 59-0117

Pursuant to the terms of Contract No. NOA(s) 59-0117 and in consideration of the reimbursement of costs and payment of fee, as provided in the said contract and any assignment thereunder, THE MARQUARDT CORPORATION, 16555 Saticoy Street, Van Nuys, California, (hereinafter called the Contractor) does hereby:

1. Assign, transfer, set over and release to the UNITED STATES OF AMERICA (hereinafter called the Government) all right, title and interest to all refunds, rebates, credits, or other amounts (including any interest thereon) arising out of the performance of the said contract, together with all rights of action accrued or which may hereafter accrue thereunder, (except those for refunds, rebates, or credits for taxes paid to the State of California or any political subdivision thereof).
2. Agree to take whatever action may be necessary to effect prompt collection of all refunds, rebates, credits, and other amounts (including any interest thereon) due or which may become due, and to promptly forward to the \_\_\_\_\_ checks (made payable to the Treasurer of the United States) for any proceeds so collected. The reasonable costs of any such action to effect collection shall constitute allowable costs when approved by the Contracting Officer as stated in the said contract and may be applied to reduce any amounts otherwise payable to the Government under the terms hereof.
3. Agree to cooperate fully with the Government as to any claim or suit in connection with refunds, rebates, credits, or other amounts due (including any interest thereon); to execute any protest, pleading, application, power of attorney, or other papers in connection therewith; and to permit the Government to represent it at any hearing, trial, or other proceeding, arising out of such claim or suit.
4. In the event the contractor obtains or receives any refund, rebate, or credit for taxes paid to the State of California or any political subdivision thereof, in connection with the performance of this contract, and for which the contractor was paid or reimbursed by the Government, the contractor agrees to pay over to the Government an amount equal to such refund or credit (including interest paid or credited to the contractor incident to such refund or credit to the extent that such interest was earned after the contractor was paid or reimbursed by the Government for such taxes). In the event the contractor receives any benefit in lieu of or in addition to such a refund, rebate, or credit, the contractor agrees to pay over to the Government an amount equal to such benefit.

IN WITNESS WHEREOF, this assignment has been executed this 1st day of February, 1961.

THE MARQUARDT CORPORATION

By  STAT  
Title Controller

CERTIFICATE

I , certify that I am the Assistant Secretary of the corporation named as contractor in the foregoing assignment; that  who signed said assignment on behalf of the Contractor was then Controller of said corporation; that said assignment was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

STAT

(CORPORATE SEAL)

STAT  
Assistant Secretary