

11-07-2002

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

102274699

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Northrop Grumman Corporation 1840 Century Park East Los Angeles, CA 90067

2. Name and address of receiving party(ies) Name: Litton Systems, Inc. Internal Address: Street Address: 1840 Century Park East City: Los Angeles State: CA Zip: 90067

3. Nature of conveyance: [X] Assignment [] Merger [] Security Agreement [] Change of Name [] Other Execution Date: 10/25/2002

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 1118068

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Fried, Frank, Harris, Shriver & Jacobson Internal Address: Attn: Pyong W. Yoon Street Address: 1001 Pennsylvania Avenue, NW Suite 800 City: Washington State: D.C. Zip: 20004

6. Total number of applications and registrations involved: 46 7. Total fee (37 CFR 3.41): \$1,165.00 8. Deposit account number: 06-0920

DO NOT USE THIS SPACE

9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Pyong W. Yoon Name of Person Signing

[Signature] Signature

October 30, 2002 Date

Total number of pages including cover sheet, attachments, and document: 7

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

11/07/2002 TDIAZ1 00000038 060920 1118068 01 FC:8521 40.00 CH 02 FC:8522 1125.00 CH

1. Name of conveying party(ies):

Litton Industries, Inc.
1840 Century Park East
Los Angeles, CA 90067
(Corporation-State)

Litton Systems, Inc.
1840 Century Park East
Los Angeles, CA 90067
(Corporation-State)

SCHEDULE A

TRADEMARK	APPLICATION NUMBER	APPLICATION FILING DATE	REGISTRATION NUMBER	REGISTRATION DATE
44	73159665	2/23/78	1118068	5/15/79
ALEXITE	73411232	1/27/83	1301327	10/23/84
AQUABOND	74151985	3/28/91	1809894	12/7/93
BIO-KLEEN	73146209	10/26/77	1092043	5/30/78
COPPER-NU	73146243	10/27/77	1099935	8/22/78
C-PRESS	73179369	7/24/78	1133543	4/22/80
FLEX-COM	75661570	3/17/99	2413596	12/19/00
FLO-RITE	73443528	9/12/83	1307642	12/4/84
FLUX-PEN	74155700	4/10/91	1695166	6/16/92
GREEN CARD	74675309	5/17/95	1971353	4/30/96
INSTA GAS	74454896	11/8/93	1910740	8/8/95
INTER-PAK (STYLIZED)	75637556	2/8/99	2439947	4/3/01
ISIS	73688334	10/2/87	1523276	2/7/89
ISO LITE	75083685	4/4/96	2052491	4/15/97
KESTART	73295814	2/5/81	1218795	12/7/82
KESTART AND DESIGN	73307674	4/27/81	1236897	5/10/83
KESTART STAINED GLASS	73307672	4/27/81	1226369	2/8/83
KESTER	71529270	7/23/47	0502628	10/5/48
KESTER	73771509	12/27/88	1556536	9/19/89
KESTER	71529271	7/23/47	0502470	9/28/48
KESTER	73771508	12/27/88	1557479	9/26/89
KWIK-DRAW	72436468	9/22/72	0991986	8/27/74
LOC-FIT	72119726	5/10/61	0725589	12/26/61
MAX-COAT	75054662	1/24/96	2038661	2/18/97
MEGA-ROD	74200821	9/5/91	1739550	12/15/92
METAL MENDER	71529272	7/23/47	0513006	8/2/49
METRI-C	75126591	6/27/96	2081329	7/22/97
NICKEL-NU	73146276	10/27/77	1099118	8/15/78
OPTO LASE	73640641	1/20/87	1478387	3/1/88
POCKET-PAK ¹	73388192	9/23/82	1271511	3/27/84
PROTECTO	73388294	9/23/82	1282879	6/26/84
RESIN-FIVE	71574842	3/3/49	0539899	3/27/51
SCALE-OFF	73388295	9/23/82	1286648	7/24/84
SE-CURE ¹	75239216	2/10/97	2173918	7/14/98
SIL-STRONG	73388163	9/23/82	1271510	3/27/84
SLIMLINE	74135550	2/1/91	1668373	12/17/91
SOLDER OFF	73189368	10/19/78	1185284	1/12/82
SOLDERFORMS	72088326	12/31/59	0720235	8/22/61
SOLDER-NU	73146242	10/27/77	1099934	8/22/78
SOLDER-SAVER	73388296	9/23/82	1286649	7/24/84
THE SOLDER CONNECTION	73796064	4/27/89	1590389	4/10/90
ULTRAPURE	73393760	9/29/82	1299263	10/9/84
ULTRAPURE	73039668	12/16/74	1021955	10/7/75
ULTRA-SPHERES	75838442	11/2/99	2408453	11/28/00
WE	71700493	12/22/55	0630810	7/17/56
WE'RE FAST... VERY, VERY FAST	75520890	6/16/99	2390827	10/3/00

¹ POCKET-PAK and SE-CURE are included in this Schedule even though the trademarks are not recorded as having been assigned to Northrop Grumman Corporation because they were included in the Assignment. The registration numbers for these trademarks listed with the Assignment were incorrect. To clear the record and to establish that these trademarks were not previously assigned by the Assignment, however, they have been included in this Schedule.

ASSIGNMENT OF
TRADEMARKS/SERVICE MARKS

WHEREAS, Northrop Grumman Corporation, a Delaware corporation having an address of 1840 Century Park East, Los Angeles, CA 90067, is the current record holder of certain names, trademark and service marks, listed on Schedule A attached hereto, hereinafter referred to as "Trademarks," which were among the marks included in the schedule to the assignment dated November 6, 2001 and recorded January 18, 2002 at reel 002426, frame 0396 and the goodwill related thereto, hereinafter referred to as the "Assignment;"

WHEREAS, Litton Industries, Inc. is a Delaware corporation having an address of 1840 Century Park East, Los Angeles, CA 90067; and Litton Systems, Inc. is a Delaware corporation having an address of 1840 Century Park East, Los Angeles, CA 90067, and Litton Systems, Inc. changed its name from Litton Precision Products, Inc. on December 30, 1970, and has been a wholly owned subsidiary of Litton Industries, Inc. since prior to December 21, 2000;

WHEREAS, pursuant to the Agreement and Plan of Merger, dated as of December 21, 2000 among Northrop Grumman Corporation, Litton Industries, Inc., and LII Acquisition Corporation, Litton Industries, Inc. became a wholly owned subsidiary of Northrop Grumman Corporation and Litton Systems, Inc. remained a wholly owned subsidiary of Litton Industries, Inc.; and

WHEREAS, Litton Industries, Inc, operating under the good faith belief that it was the record holder of the Trademarks, executed the Assignment in an attempt to assign the Trademarks to Northrop Grumman Corporation;

WHEREAS, Northrop Grumman Corporation, Litton Industries, Inc., and Litton Systems, Inc. now herein agree that Litton Industries, Inc. was not the record holder of the Trademarks and did not have authority to assign the Trademarks to Northrop Grumman Corporation, and agree that the Trademarks continue to be owned by Litton Systems, Inc., including any Trademark currently recorded in the name of Litton Precision Products, Inc.; and

WHEREAS, Litton Systems, Inc. desires to re-establish itself as the record holder of the Trademarks and to acquire all of the right, title and interest of Northrop Grumman Corporation, Litton Industries, Inc., Litton Systems, Inc. and Litton Precision Products, Inc., whatever that may be, into and under said Trademarks and the goodwill related thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Northrop Grumman Corporation, Litton Industries, Inc., Litton Systems, Inc. and Litton Precision Products, Inc., by these presents have jointly assigned, transferred and set over, and do hereby assign, transfer and set over to Litton Systems, Inc., all of the Northrop Grumman Corporation, Litton Industries, Inc., Litton Systems, Inc. and Litton Precision Products, Inc. right, title and

interest into and under said Trademarks in the United States, its territorial possessions and all foreign countries throughout the world together with the goodwill symbolized by said Trademarks.

And Northrop Grumman Corporation, Litton Industries, Inc., Litton Systems, Inc. and Litton Precision Products, Inc. hereby authorize and request the Commissioner of Patents and Trademarks to issue any and all communications or correspondence pertaining to said Trademarks to Litton Systems, Inc., as assignee of the entire interest, the same to be held and enjoyed by Litton Systems, Inc. for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, to the end of the term or terms for which Trademark registrations may be granted or issued as fully and entirely to the same extent as the same would have been held and enjoyed by Northrop Grumman Corporation, Litton Industries, Inc., Litton Systems, Inc. and Litton Precision Products, Inc., if this assignment had not been made; together with all claims for damages or injunctive relief by reason of infringements of such Trademarks, with the right to sue for past infringement, and collect the same for its own use and behoof and for the use and behoof of its successors, assigns or other legal representatives.

IN TESTIMONY WHEREOF, Northrop Grumman Corporation, has caused these presents to be signed by their duly authorized representatives, this 25th day of October 2002.

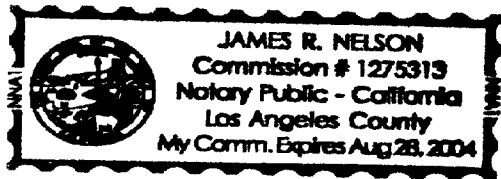
Northrop Grumman Corporation

By: _____
John H. Mullan,
Corporate Vice President & Secretary

State of California
County of Los Angeles

On 10/25/2002, before me, James R. Nelson, Notary Public
personally appeared John H. Mullan,
personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal,



James R. Nelson
Signature of Notary Public

IN TESTIMONY WHEREOF, Litton Industries, Inc. has caused these presents to be signed by its duly authorized representative, this 25th day of October 2002.

Litton Industries, Inc.

By: _____

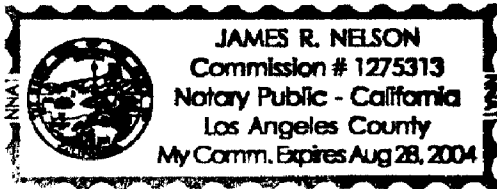
John H. Mullan
John H. Mullan,
Corporate Vice President & Secretary

State of California

County of Los Angeles

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personally appeared John H. Mullan,
personally known to me - OR - proved to me on the basis of satisfactory evidence to be
the person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal,



James R. Nelson
Signature of Notary Public

IN TESTIMONY WHEREOF, Litton Systems, Inc. on its own behalf and on behalf of Litton Precision Products, Inc., has caused these presents to be signed by its duly authorized representative, this 25th day of October 2002.

Litton Systems, Inc.

By: _____

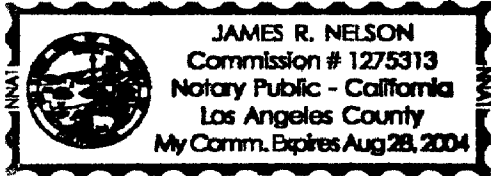
John H. Mullan
John H. Mullan,
Corporate Vice President & Secretary

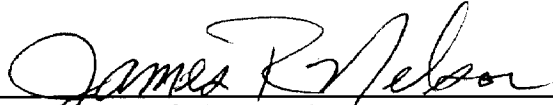
State of California

County of Los Angeles

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capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal,




Signature of Notary Public