

RECOR  
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12-16-2002

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

1. Name of conveying party(ies):

Litton Systems, Inc:

- Individual(s)
- General Partnership
- Corporation-State (DE)
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: October 25, 2002

2. Name and address of receiving party(ies):

Name: L-3 Communications Corporation

Internal Address: Chris Cambria

Street Address: 600 Third Avenue

City: New York State: NY ZIP: 10016

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

75/803,812 ; 75/584,743

B. Trademark Registration No.(s)

1,058,321 ; 2,072,443

Additional number(s) attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Noah Leibowitz, Esq.

Internal Address: Simpson Thacher & Bartlett

Street Address: 425 Lexington Avenue

City: New York State: NY ZIP: 10017

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 3.41):

\$115.00

- Enclosed
- Authorized to be charged to deposit account credit card

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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DO NOT USE THIS SPACE

FC-4521  
FC-4522

40.00 OP  
75.00 OP

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.

Noah Leibowitz, Esq.  
Name of Person Signing

[Signature]  
Signature

12/13/02  
Date

Total number of pages including cover sheet, attachments, and document: 4

## ASSIGNMENT OF MARKS

**THIS ASSIGNMENT** (this "Assignment") is dated October 25 2002 ("Effective Date"), by Litton Systems, Inc., a Delaware corporation ("Assignor"), to L-3 Communications Corporation, a Delaware corporation ("Assignee"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in that certain Asset Purchase Agreement dated as of September 11, 2002 (the "Asset Purchase Agreement") by and between Assignee and Assignor.

**WHEREAS**, pursuant to the Asset Purchase Agreement Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the Marks;

**NOW, THEREFORE**, for good and valuable consideration (including that recited in the Asset Purchase Agreement), the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions set forth in the Asset Purchase Agreement, Assignor does hereby assign, transfer and convey to Assignee, all of Assignor's right, title and interest in and to the following:

1. The Marks owned, used or held by Seller for use exclusively or primarily in the Business, other than any Marks which constitute an Excluded Asset, including without limitation the Marks listed on the attached Schedule A;
2. Any and all other rights, privileges and priorities of Assignor provided under United States, state or foreign law with respect to the foregoing Marks, including, without limitation, common-law rights, and rights under the laws of unfair competition ("Related Rights");
3. Any and all rights of Assignor to sue at law or in equity for any infringement, unlawful imitation, impairment, distortion, dilution or other unauthorized use or conduct in derogation of the Marks and Related Rights occurring after the Effective Date, including the right to receive all proceeds and damages therefrom; and
4. Any and all rights to obtain renewals of registrations or other legal protections pertaining to the Marks and Related Rights.

**Governing Law**. This Assignment and any disputes hereunder shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Delaware.

**Execution by Facsimile**. This Assignment may be executed via facsimile, which shall be considered an original instrument.

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Marks to be duly executed and delivered as of the date first above written.

LITTON SYSTEMS, INC.

By: 

Name: Joe Runkles

Title: Attorney-in-Fact

**SCHEDULE A**

<b>TITLE</b>	<b>REGISTRATION/APPLICATION NUMBER</b>
PLASMASCOPE	1,058,321
SPECTRABRITE	2,072,443
ETOUCH	75/803,812
MOBILVU	75/584,743