

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Litton Systems, Inc.		06/23/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Winchester Electronics Corporation		
Street Address:	62 Barnes Industrial Road North		
City:	Wallingford		
State/Country:	CONNECTICUT		
Postal Code:	06492		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1133543	C-PRESS	
Registration Number:	2413596	FLEX-COM	
Registration Number:	2413553	METCON-2	
Registration Number:	0630810	WE	
CORRESPONDENCE DATA			
Fax Number:	(312)660-0424		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-861-2000		
Email:	ccasey@kirkland.com		
Correspondent Name:	Kirkland & Ellis LLP		
Address Line 1:	200 East Randolph Drive, Suite 5300		
Address Line 2:	c/o Elisa Hughes		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	37869-100		
NAME OF SUBMITTER:	Elisa Hughes		

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Signature:	/Elisa Hughes/
Date:	07/11/2006
Total Attachments: 5 source=LITTON TM ASSIGNMENT#page1.tif source=LITTON TM ASSIGNMENT#page2.tif source=LITTON TM ASSIGNMENT#page3.tif source=LITTON TM ASSIGNMENT#page4.tif source=LITTON TM ASSIGNMENT#page5.tif	

**ASSIGNMENT OF
TRADEMARKS/SERVICE MARKS**

WHEREAS, on this ____ day of June, 2006 (the "Effective Date"), Litton Systems, Inc., a Delaware corporation (the "Seller"), has used and is the owner of the United States Trademark registrations which are listed on Exhibit A, and the United States applications for trademark registration which are listed on Exhibit B (collectively, the "Trademarks"); and

WHEREAS, Seller wishes to assign to Winchester Electronics Corporation, a Delaware corporation having an address of 62 Barnes Industrial Road North, Wallingford, CT 06492 (the "Buyer"), and Buyer wishes to acquire from Seller, all of the rights, titles and interests of the Seller in, to and under the Trademarks, and the goodwill related thereto.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:


BE IT KNOWN, that for and in consideration of the sum of money to the Seller in hand paid or to be paid by the Buyer, and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the Seller by these presents has sold, assigned, transferred and set over, and does hereby sell, assign, transfer and set over to the Buyer, all of the Seller's rights, titles and interests in and to the Trademarks in the United States, its territorial possessions and all foreign countries throughout the world, together with the goodwill symbolized by the Trademarks, and including, without limitation, any registrations and applications therefore, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, with the right to sue for, and collect thereupon.

The Seller hereby authorizes and requests the Commissioner of Patents and Trademarks to record Buyer as the assignee and owner of the Trademarks, and to issue any and all communications or correspondence pertaining to the Trademarks to the Buyer, as assignee of the entire interest.

The Seller agrees that upon request by the Buyer, or its successors, assigns or other legal representatives that the Seller or its successors, assigns or other legal representatives shall do all other legal acts reasonably necessary to carry out the intent of, and to record, this assignment at the Buyer's expense and reasonable request, as well as provide such other material, information, or assistance as Buyer or its successors, assigns or other legal representatives may consider necessary.

IN TESTIMONY WHEREOF, the Seller has caused these presents to be signed by its duly authorized representative as of the date first written above.

LITTON SYSTEMS, INC.

By: 
Name: David H. Strode
Title: Assistant Treasurer

State of CALIFORNIA
County of LOS ANGELES

On June 23, 2006 before me, ~~JENNIFER MATNEY, Notary Public~~ personally appeared David H. Strode, 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 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.


Signature of Notary Public

Trademark Assignment

TRADEMARK
REEL: 003344 FRAME: 0991

IN TESTIMONY WHEREOF, the Buyer has caused these presents to be signed by its duly authorized representative as of the date first written above.

WINCHESTER ELECTRONICS CORPORATION

By: Frank Foster
Name: FRANKLIN FOSTER
Title:

State of MASSACHUSETTS
County of Suffolk

On June 22, 2006 before me, Teresa Grasso personally appeared Franklin Foster, 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 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,

Teresa Grasso
Signature of Notary Public

Trademark Assignment

EXHIBIT A

WINCHESTER TRADEMARKS						
Trademark	Country	Status – Pending or Registered	Application No.	File Date	Reg. No.	Reg. Date
C-PRESS						
	US	Registered	73/179369	24-Jul-78	1133543	22-Apr-80
FLEX-COM						
	US	Registered	75661570	17-Mar-99	2413596	19-Dec-00
METCON-2						
	US	Registered	75/621459	19-Jan-99	2413553	19-Dec-00
WE [Stylized]						
	US	Registered	71/700493	22-Dec-55	630810	17-Jul-56

EXHIBIT B

None