

TRADEMARKS ONLY

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To the  
Please



100852132

1. Name of Party(ies) conveying an interest:

Tracor Enterprise Solutions  
(formerly Cordant, Inc.)  
11400 Commerce Park Drive  
Reston, Virginia 22091-1506

Entity:

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

3. Interest Conveyed:

- Assignment       Change of Name
- Security Agreement       Merger
- Other

Execution Date - September 23, 1998

2. Name and Address of Party(ies) receiving an interest:

Name: Cordant Technologies Inc.  
Address: 15 West South Temple, Suite 1600  
Salt Lake City, Utah 84101-1532

Entity:

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

Citizenship

If not domiciled in the United States, a domestic representative designation is attached:

- Yes
- No

(The attached document must not be an assignment)

4. Application number(s) or registration number(s). Additional sheet attached?       Yes       No

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,844,168	2,085,869
2,081,574	2,091,136
2,081,575	2,013,018
2,083,937	

5. Please mail documents back to:

Lisa A. Dunner  
Pillsbury Madison & Sutro LLP  
1100 New York Avenue, N.W.  
Washington, D.C. 20005-3918

6. Number of applications and registrations involved: 7

7. Amount of fee enclosed: \$ 190.00

8. If above amount is missing or inadequate, charge deficiency to our Deposit Account No. 03-3975 under Order No. 61394 / 242996  
C# M#

10/16/1998 TTOM11 00000173 1844168

DO NOT USE THIS SPACE

01 FC:481  
02 FC:482

40.00 OP  
150.00 OP

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.

*Lisa A. Dunner*

Signature

Total number of pages including cover sheet, attachments and document. (excluding duplicate cover sheet)

6

Attorney: Lisa A. Dunner

Date: October 8, 1998

Atty/Sec: STB/LD:teh

Tel: (202) 861-3757

Fax: (202) 822-0944

**TRADEMARK ASSIGNMENT AND AGREEMENT**

**BY AND BETWEEN**

**TRACOR ENTERPRISE SOLUTIONS (formerly Cordant, Inc.)**

**AND**

**CORDANT TECHNOLOGIES INC.**

THIS AGREEMENT, made as of, September 23, 1998 (the "Effective Date"), by and between TRACOR ENTERPRISE SOLUTIONS (formerly Cordant, Inc.), a Maryland corporation having a place of business at 11400 Commerce Park Dr., Reston, Virginia 22091-1506 ("TRACOR"), and CORDANT TECHNOLOGIES INC., a Delaware corporation having a place of business at 15 West South Temple, Suite 1600, Salt Lake City, Utah 84101-1532 ("CORDANT TECHNOLOGIES").

WHEREAS TRACOR is the owner of all right, title and interest in and to certain trade names, trademarks, service marks, and an Internet domain name consisting of or including the word "CORDANT," (the "Marks") and is the owner of United States trademark registrations therefor as listed in Schedule A (the "Registrations");

WHEREAS CORDANT TECHNOLOGIES is desirous of acquiring said Marks and Registrations, along with the goodwill of the business symbolized by the Marks (the "Goodwill") along with the right to recover for damages and profits for past infringements thereof;

WHEREAS TRACOR is desirous of assigning all right, title and interest in and to certain trade names, trademarks, service marks, and an Internet domain name consisting of or including the word "CORDANT," (the "Marks");

WHEREAS TRACOR is desirous of continuing to use said Marks and Registrations until March 31, 1999, at which time it will discontinue all use of said Marks and Registrations;

WHEREAS TRACOR hereby covenants that no assignment, sale, agreement or encumbrance exists which would conflict with this agreement; and

WHEREAS TRACOR agrees to execute and deliver at the request of CORDANT TECHNOLOGIES all papers, instruments, and assignments, and to perform any other reasonable acts CORDANT TECHNOLOGIES may require in order to vest all of TRACOR'S rights, title and interest in and to the Marks in CORDANT TECHNOLOGIES and/or provide evidence to support any of the foregoing in the event such evidence is deemed necessary by CORDANT TECHNOLOGIES, to the extent such evidence is in the possession or control of TRACOR.

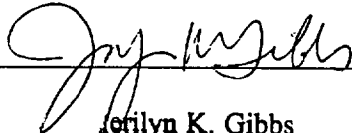
NOW, THEREFORE, for good and valuable consideration in the sum of two hundred and fifty thousand dollars (\$250,000), the receipt and sufficiency of which is hereby acknowledged by both parties, it is agreed as follows:

1. TRACOR does hereby assign in the U.S. and throughout the rest of the world unto CORDANT TECHNOLOGIES all right, title and interest in and to the Marks and the Registrations along with the goodwill associated therewith and symbolized by the marks and the right to sue and recover damages for past infringement; and
2. TRACOR does hereby assign unto CORDANT TECHNOLOGIES all right, title and interest to the Internet domain name, [www.cordant.com](http://www.cordant.com); and
3. TRACOR will phase-out and completely discontinue all use of any trade names, trademarks, and service marks consisting of or including the word "CORDANT" by March 31, 1999; and


4. TRACOR will, within one week of the Effective Date of this Agreement, immediately withdraw its corporate name reservation in the state of California; and
5. TRACOR agrees not to challenge, oppose, or contest CORDANT TECHNOLOGIES use of the Marks, Registrations, or Internet domain name in the U.S. or throughout the rest of the world.
6. This Agreement does not constitute an authorization of TRACOR as the agent or legal representative of CORDANT TECHNOLOGIES. Neither TRACOR nor CORDANT TECHNOLOGIES shall have any right or authority to assume or create any obligation or responsibility, express or implied, on behalf of or in the name of the other, or to bind or obligate the other in any manner.
7. This Agreement contains the entire Agreement between the parties hereto. There are no representations, understandings or agreements, oral or written, which are not expressly included herein. All prior agreements between the parties, written or oral, are terminated upon execution of this Agreement.

IN WITNESS THEREOF, Assignor has caused this assignment to be executed in full accordance with the laws of Virginia and the parties hereto have duly executed this Agreement as of the day and year first above written.

TRACOR ENTERPRISE SOLUTIONS

By:   
Name: Marilyn K. Gibbs  
Title: Director of Contracts and Legal Counsel

CORDANT TECHNOLOGIES INC.

By:   
Name: D. S. HAPKE, JR.  
Title: Senior Vice President & General Counsel

**SCHEDULE A**

<u>Reg. No.</u>	<u>Mark</u>
1,844,168	CORDANT & Design
2,081,574	CORDANT
2,081,575	CORDANT
2,083,937	CORDANT
2,085,869	CORDANT
2,091,136	CORDANT
2,013,018	THE POWER CHOICE TEAM THE CHOICE OF MILLIONS CORDANT & Design