

Re

10-20-2000



101491975

10-6-00 7-5-00

TRADEMARK

Docket Nos. 1224-4079/1224-4080
0480-4023/0480-4021
1224-0162/1224-0161
0480-4022

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
TRADEMARK RECORDATION COVER SHEET

HON. COMMISSIONER OF PATENTS AND TRADEMARKS
BOX ASSIGNMENTS
Washington, D.C. 20231

Sir:

Please record the attached original documents or copies thereof.

1. Submission Type:

- New
- Resubmission (Non-Recordation) - Document ID# _____
- Correction of PTO Error: Reel # _____ Frame # _____
- Corrective Document: Reel # _____ Frame # _____

2. Name Of Conveying Party(ies):

Name: Litton Systems, Inc.

Formerly _____

Execution Date (Month/Day/Year) February 16, 1996

- Individual(s)
- General Partnership
- Corporation
- Association
- Limited Partnership
- Other _____

Citizenship/State of Incorporation Delaware

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

1788533

07/28/2000 NTHAI1 00000310 1288533

01 FC:481 40.00 DP
02 FC:482 150.00 DP

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

Name Hughes Danbury Optical Systems, Inc.

DBA/AKA/TA: _____

Address: 100 Wooster Heights Road

City Danbury State Connecticut ZIP 06810

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-

55-1050_1

TRADEMARK
REEL: 002157 FRAME: 0963

Other _____

Citizenship/State of Incorporation Delaware

If assignee is not domiciled in the U.S., 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. Conveyance Type:

- Assignment
- Security Agreement
- License
- Other
- Merger
- Change of Name
- Nunc Pro Tunc Assignment

Effective Date: _____ (if nunc pro tunc assignment)

5. Application Number(s) and marks or Registration Number(s) and marks:

Trademark Application No.(s) _____ (Mark: _____);

Trademark Registration No.(s) 1,288,533 (Marks: ITEK and Design); 1,288,534 (ITEK) 1,288,657 (ITEK and Design); 1,288,658 (ITEK); 1,289,868 (ITEK) 1,552,394; (ITEK GRAPHIX and Design); 1,597,000 (ITEK GRAPHIX)

Additional numbers attached? Yes No

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

Name: SCOTT GREENBERG c/o Morgan & Finnegan L.L.P.

Internal Address: _____

Street Address: 345 Park Avenue

City New York State New York ZIP 10154

Area Code and Telephone Number (212) 415-8543

7. Total number of applications and registrations involved: _____

8. Total fee (37 CFR 3.41):.....\$ 190.00

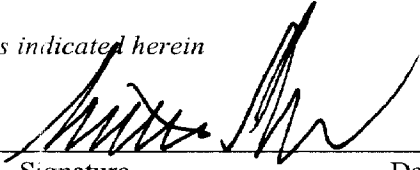
Enclosed

Authorized to be charged to deposit account

9. Deposit Account Number: 13-4500. Authorization to charge additional fees to deposit account: Yes No

10. Statement and Signature

Charges to deposit account are authorized, as indicated herein

SCOTT GREENBERG  7/5/00
Name of Person Signing Signature Date

Total amount of pages in cover sheet: 3

FORM: REC-TM.NY
Rev. 10/04/94

ASSIGNMENT AGREEMENT FOR TRADEMARKS

THIS ASSIGNMENT AGREEMENT FOR CERTAIN TRADEMARKS (the "Trademark Assignment") is made as of the 16th day of February, 1996, by and between LITTON SYSTEMS, INC., a Delaware corporation ("Seller"), and HUGHES DANBURY OPTICAL SYSTEMS, INC., a Delaware corporation, ("Purchaser").

WHEREAS, Seller and Purchaser entered into a Purchase and Sale Agreement dated as of December 22, 1995 (the "Agreement"), pursuant to which Seller has agreed to sell and Purchaser has agreed to purchase the Business, as such term is defined in said Agreement; and

WHEREAS, Seller, to the best of its knowledge, is the sole and exclusive owner of the entire right, title and interest in, to and under certain trademarks set forth in Exhibit A attached hereto some of which are applied to its products and/or services in the operation of the Business, (collectively, the "Marks") and the goodwill associated therewith; and

WHEREAS, Purchaser wishes to acquire and Seller wishes to assign to Purchaser all right, title and interest in and to the Marks and the registrations therefor, together with the goodwill associated therewith;

NOW, THEREFORE, for good and valuable consideration paid by Purchaser to Seller, the receipt and sufficiency of which are hereby acknowledged, Seller agrees to sell, assign, transfer and set over and does hereby sell, assign, transfer and set over to Purchaser, the entire right, title and interest in and to the Marks together with the goodwill associated therewith, for the United States and for all foreign countries, and including the subject matter of all claims which may be obtained therefrom for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Seller if this Assignment and sale had not been made; together with all income, royalties or payments due or payable as of the effective date of this Assignment or thereafter, including all claims for damages by reason of past, present or future infringement or other unauthorized use, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

Purchaser shall be solely responsible for preparing and filing all additional documentation (including but not limited to the execution and delivery of any and all affidavits, declarations, oaths, assignments and powers of attorney) as may be required to perfect or record the assignments of the Marks with the United States Patent and Trademark Office and equivalent offices and agencies in other countries or political subdivisions thereof. Seller agrees to provide Purchaser cooperation and assistance at Purchaser's request and reasonable expense in the implementation or perfection of this Assignment.

expenses in the implementation or perfection of this Assignment.

IN TESTIMONY WHEREOF, the undersigned has caused this Assignment to be signed and executed by the undersigned officer thereunto duly authorized this 15th day of February, 1996.

LITTON SYSTEMS, INC.

By: [Signature]
H. Thomas Hicks

Title: Vice President Corporate Development

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

On this 15th before me, Joan M. Wick a Notary Public in and for said State, personally appeared H. Thomas Hicks 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 entity upon behalf of which the person(s) acted, executed the instrument.

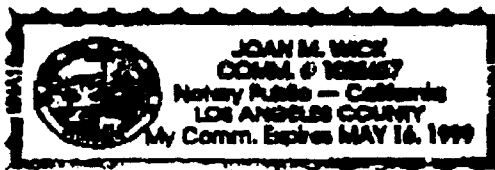
WITNESS, my hand and official seal.

[Signature]
Notary Public

Acknowledged and agreed to by:

HUGHES DANBJRY OPTICAL SYSTEMS, INC.

By: [Signature]
Name: K. N. Hentz
Title: Vice President



the class, but not enough to pay for all the classes, and the class(es) covered by the renewal application are not specified, the Office will issue a notice requiring either the submission of additional fee(s) or an indication of the class(es) to which the original fee(s) should be applied; that additional fee(s) may be submitted if the requirements of § 2.185 are met; and that if the required fee(s) are not submitted and the class(es) to which the original fee(s) should be applied are not specified, the Office will presume that the fee(s) cover the classes in ascending order, beginning with the lowest numbered class.

Section 2.184 is revised to simplify the language and to transfer some of its provisions to new § 2.186. Section 2.184 states that the Office will issue a notice if the renewal application is not acceptable; that a response to the refusal of renewal must be filed within six months of the mailing date of the Office action, or before the expiration date of the registration, whichever is later; and that the registration will expire if the renewal application is not filed within the time periods set forth in section 9(a) of the Act.

Section 2.185 is added, "Correcting deficiencies in renewal application."

Under amended section 9, the renewal application must be filed within the renewal period or grace period specified in section 9(a) of the Act, or the registration will expire. However, if the renewal application is timely filed, any deficiencies may be corrected after expiration of the statutory filing period, with payment of a deficiency surcharge.

New § 2.185(a)(1) states that if the renewal application is filed within one year before the registration expires, deficiencies may be corrected before the registration expires without paying a deficiency surcharge, or after the registration expires with payment of the deficiency surcharge required by section 9(a) of the Act.

New § 2.185(a)(2) states that if the renewal application is filed during the grace period, deficiencies may be corrected before the expiration of the grace period without paying a deficiency surcharge, and after the expiration of the grace period with payment of the deficiency surcharge required by section 9(a) of the Act.

New § 2.185(b) states that if the renewal application is not filed within the time periods set forth in section 9(a) of the Act, the registration will expire. This deficiency cannot be cured.

Comment: One comment noted that § 2.184(c) appears to be a duplicate of § 2.185(b) and suggested that one be deleted.

Response: The suggestion has not been adopted. Sections 2.184 and 2.185 are not duplicates, and both are necessary for the following reason. Section 2.184(c) states the general rule that a registration will expire if the renewal application is not filed during the proper time period. Section 2.185(b) specifically addresses whether the failure to file a renewal application in the proper time period will be considered a deficiency that can be cured during a six-month deficiency period. The rule states that "[t]his deficiency cannot be cured" (emphasis added).

Section 2.186 is added, "Petition to Commissioner to review refusal of renewal."

New § 2.186(a) states that a response to the examiner's initial refusal is required before filing a petition to the Commissioner, unless the examiner directs otherwise. This is consistent with the current § 2.184(a).

New § 2.186(b) states that if the examiner maintains the refusal of the renewal application, a petition to the Commissioner to review the action may be filed within six months of the mailing date of the Office action maintaining the refusal; and that if no petition is filed within six months of the mailing date of the Office action, the registration will expire. This is consistent with the current § 2.184(b).

New § 2.186(c) states that a decision by the Commissioner is necessary before filing an appeal or commencing a civil action in any court. This is consistent with the current § 2.184(d).

Section 3.16 is amended to state that an applicant may assign an application based on section 1(b) of the Act once the applicant files an amendment to allege use under section 1(c) of the Act.

The heading of § 3.24 is changed to "Requirements for documents and cover sheets relating to patents and patent applications." The recording requirements for patents are listed in § 3.24. New § 3.25 is added to list the recording requirements for trademark applications and registrations.

Section 3.25 identifies the types of documents one can submit when recording documents that affect some interest in trademark applications or registrations. The section also sets forth the Office's preferred format for cover sheets and other documents.

Section 3.28 is revised to state that separate cover sheets should be used for patents and trademarks.

Section 3.31(a)(4) is revised to set forth the requirements for identifying a trademark application when the application serial number is not known.

Section 3.31(a)(7) requires that a cover sheet state that the assignee of a trademark application or registration who is not domiciled in the United States has designated a domestic representative. This is consistent with current § 3.31(a)(8).

Comment: One comment suggested that § 3.31(a)(7) be amended to require that the domestic representative "either sign the cover sheet or countersign the indication," in order to prevent a foreign assignee from designating a domestic representative who is unaware of the designation.

Response: The suggestion has not been adopted. The Office has never required a domestic representative to countersign a designation or a cover sheet, and knows of no instances where an assignee or applicant designated a domestic representative who is not aware of the fact that he or she has been designated. Instituting a new requirement that a domestic representative sign each cover sheet could be burdensome to assignees and is contrary to the goal of minimizing formal requirements and making the procedural requirements of the different national trademark offices more consistent.

The requirement currently in § 3.31(a)(9) that a cover sheet contain a statement that the information on the cover sheet is correct and that any copy of the document submitted is a true copy is deleted.

Section 3.31(b) is amended to state that a cover sheet should not refer to both patents and trademarks; and to put the public on notice that if a cover sheet contains both patent and trademark information, all information will become public after recordation.

Section 3.31(d) is added, stating that a trademark cover sheet should include the serial number or registration number of the trademark affected by the conveyance or transaction, an identification of the mark, and a description of the mark.

Section 3.31(e) is added, stating that the cover sheet should include the total number of applications, registrations, or patents identified on the cover sheet and the total fee.

Section 6.1 is revised to incorporate classification changes that became effective January 1, 1997, as listed in the International Classification of Goods and Services for the Purposes of the Registration of Marks (7th ed. 1996), published by the World Intellectual Property Organization (WIPO).

Rulemaking Requirements

The Office has determined that the rule changes have no federalism