

Docket No.:



05-30-2001

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

05-15-2001

RE



U.S. Patent & TMO's/TM Mail Rpt Dt. #11

To the _____ and _____

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al document or copy thereof.

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

NORTHROP GRUMMAN CORPORATION

S-1501

Name and address of Party(ies) receiving an interest:

VOUGHT AIRCRAFT INDUSTRIES, INC.
9314 West Jefferson Blvd.
Dallas, Texas 75265-5807

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

- Individual
- General Partnership
- Corporation - Delaware
- Other
- Citizenship
- Association
- Limited Partnership

3. Interest Conveyed:

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

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

- Yes
- No

Effective Date: 17 July 2000

4. Application number(s) or registration number(s). Additional sheet attached?

Yes X No

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
1,810,660; 1,893,942

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

Name: Robert M. Chiaviello, Jr., Esq.
Baker Botts L.L.P.
Street Address: 2001 Ross Avenue
City: Dallas
State: Texas Zip: 75201

6. Number of applications and registrations involved: Two (2)

7. Amount of fee enclosed or authorized to be charged: \$65.00

8. Deposit account number (Attach duplicate copy of this form if paying by deposit account):

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.

Robert M. Chiaviello, Jr.
Name of Person Signing

Robert M. Chiaviello, Jr.
Signature

May 15, 2001
Date

Total number of pages including cover sheet 5

OMB No. 0651-0011 (exp. 4/94)

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**ASSIGNMENT OF
BUYER MARKS**

Whereas, Northrop Grumman Corporation, a Delaware corporation ("Northrop Grumman") and Vought Aircraft Industries, Inc., a Delaware corporation ("Buyer") have entered into an Asset Purchase Agreement dated as of June 9, 2000 (the "Asset Purchase Agreement"), pursuant to which Buyer will acquire substantially all the assets of the aerostructures business of Northrop Grumman; and

Whereas, Northrop Grumman, in connection with its aerostructures business has used certain names, identifications or logos as registered or unregistered trademarks, trade names or service marks, ("Trademarks"), which are listed on Appendix A attached hereto and incorporated herein by reference, and pursuant to the Asset Purchase Agreement, has agreed to sell, assign, transfer and convey to Buyer all the Northrop Grumman right, title or interest in, to and under said Trademarks.

Now, Therefore, in consideration of the sum of money to Northrop Grumman in hand paid or to be paid by Buyer, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Northrop Grumman, in accordance with the terms and conditions of the Asset Purchase Agreement, by these presents has sold, assigned, transferred and conveyed, and does hereby sell, assign, transfer and convey to Buyer, all the Northrop Grumman right, title and interest in and to said Trademarks in the United States, its territorial possessions and all foreign countries throughout the world together with the goodwill symbolized by said Trademarks.

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

IN TESTIMONY WHEREOF, Northrop Grumman has caused these presents to be signed by its duly authorized representative, this 17th day of July 2000.

Northrop Grumman Corporation

By:

John H. Mullan
Corporate Vice President and Secretary

State of New York)
) ss:
County of New York)

On 17th day of July, 2000 before me, Barbara Fendrich, 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 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,

Barbara Fendrich
Signature of Notary Public

BARBARA FENDRICH
Notary Public, State of New York
No. 01FE6015658
Qualified in Kings County
Commission Expires 11/02/2000

IN TESTIMONY WHEREOF, Buyer has caused these presents to be signed by its duly authorized representative, this 17th day of July, 2000.

Vought Aircraft Industries, Inc.

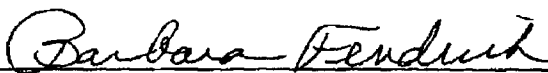
By: 

William McMillan
Chief Financial Officer

State of New York)
) ss:
County of New York)

On 17th day of July, 2000 before me, Barbara Fendrich, personally appeared William McMillan, 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.



Signature of Notary Public

BARBARA FENDRICH
Notary Public, State of New York
No. 01FE6015658
Qualified in Kings County
Commission Expires 11/02/2000

APPENDIX A

Listing of Registered Trademarks

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Vought Aircraft	1,810,660	14-Dec-1993
Vought	1,893,942	16-May-1995

Listing of Common Law Trademarks

Voughtmatic