

RF

09-03-2002

FEET



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Tab settings

To the Honorable Commissioner of F

ached original documents or copy thereof.

1. Name of conveying party(ies):
CONDOR SYSTEMS, INC.

8/28/02

2. Name and address of receiving party(ies):
EDO RECONNAISSANCE AND SURVEILLANCE
SYSTEMS INC.

60 East 42nd Street, Suite 5010
New York, New York 10165

- Individual(s)
- General Partnership
- Corporation - California
- Other _____

- Association
- Limited Partnership

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

- Corporation - Delaware
- Other _____

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

3. Nature of Conveyance:

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

Execution Date: July 26, 2002

If assignee is not domiciled in the United States, a domestic representative designator is attached: Yes No

(Designations must be a separate document from assignment)

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

4. Application number(s) or patent number(s) listed below

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

08/30/2002 6TOM11 00000071 040475 2223650
 01 FC:481 40.00 CH
 02 FC:482 175.00 CH

2,223,650	2,014,189	1,543,366
2,094,217	2,242,052	2,243,053
2,283,931	2,248,611	

Additional numbers attached? Yes No

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

Name: GLENN A. GUNDERSEN
 DECHERT
 4000 BELL ATLANTIC TOWER
 1717 ARCH STREET
 PHILADELPHIA, PA. 19103-2793
 TEL. NO. (215) 994-2183

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 3.41)\$215.00

- Enclosed
- Authorized to be charged to deposit account
(Including any underpayment)

8. Deposit account number: 04-0475

(Attach duplicate copy of this page 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.

Matthew Smith
Name of Person Signing

Signature

August 7, 2002
Date

Total number of pages including cover sheet, attachments, and document: [3]

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002573 FRAME: 0285

ASSIGNMENT OF TRADEMARKS


TRADEMARK ASSIGNMENT AGREEMENT ("Agreement"), made and effective as of this 26 day of July, 2002 by and between CONDOR SYSTEMS, INC., a California corporation with offices at 18705 Madrone Parkway, Morgan Hill, California 95037 ("Assignor"), and EDO RECONNAISSANCE AND SURVEILLANCE SYSTEMS INC. (formerly known as EDO Acquisition IV Inc.), a Delaware corporation with offices at 60 East 42nd Street, Suite 5010, New York, New York 10165 ("Assignee"). Capitalized terms used and not otherwise defined herein shall have the respective meanings assigned to such terms in the Amended and Restated Asset Purchase Agreement dated as of May 31, 2002 by and among Assignee, Assignor and CEI Systems, Inc., a Delaware corporation.

WHEREAS, Assignor has adopted, used and is using the trademarks and service marks shown in Schedule A hereto in its business, including those trademarks and service marks for which it has filed applications based on an intention to use for which it has filed allegations of use under Section 1(c) or 1(d) of the Trademark Act (15 U.S.C. 1051(c), (d)); and

WHEREAS, Assignee has on this date acquired from Assignor certain assets and property used in Assignor's business and is desirous of acquiring the trademarks and service marks shown in Schedule A hereto and any other trademarks and service marks of the Business (collectively, the "Trademarks"), the registrations and applications for registration of the Trademarks shown in Schedule A and any other registrations and applications for registration of the Trademarks, and the goodwill of the Business symbolized by the Trademarks, free and clear of all Liens other than the Permitted Exceptions.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Assignor hereby sells, assigns and transfers to Assignee, subject to the Permitted Exceptions, and Assignee hereby accepts, all of Assignor's right, title and interest in and to (a) the Trademarks, together with the registrations and applications for registration of the Trademarks shown in Schedule A, any other registrations and applications for registration of the Trademarks, (b) all income, royalties, damages and payments due as of or after the effective date of this Agreement arising from the Trademarks and (c) all rights of action arising from the Trademarks, all claims for damages by reason of past, present and future infringement of the Trademarks and the right to sue and collect damages for such infringement, and (d) the goodwill of the Business symbolized by the Trademarks.

CONDOR SYSTEMS, INC.

By 
Name: Kevin F. Hutchinson
Title: Pres + CEO

SCHEDULE A**CONDOR SYSTEMS, INC.****U.S. Trademarks
Registered or Pending**

TRADEMARK	SERIAL NUMBER	REGISTRATION NUMBER
Condor Systems	75-280,288	2,223,650
Digital Caddy	74-547,383	2,014,189
ESSI (Logo)	73-757,861	1,543,366
Landmark	75-033,668	2,094,217
Signal Science (Logo)	75-346,860	2,242,052
Signalworks	75-104,633	2,243,053
Supercell	75-385,458	2,283,931
Condor Systems (and Design)	75-280,600	2,248,611
Nighthawk		