

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TRW Inc.		06/13/2003	CORPORATION: OHIO

RECEIVING PARTY DATA	
Name:	Northrop Grumman Corporation
Street Address:	1840 Century Park East
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90067
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 5	
Property Type	Number
Registration Number:	1488909
Registration Number:	1458185
Serial Number:	75445447
Serial Number:	76248492
Serial Number:	76311762

CORRESPONDENCE DATA	
Fax Number:	(310)332-5678
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	310 332-5672
Email:	suzanne.heeg@ngc.com
Correspondent Name:	Suzanne Heeg
Address Line 1:	1840 Century Park East
Address Line 2:	Mail Stop 30/110/31
Address Line 4:	Los Angeles, CALIFORNIA 90067

NAME OF SUBMITTER:	Suzanne Heeg
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Total Attachments: 4

CH \$140.00 1488909

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ASSIGNMENT OF
TRADEMARKS/SERVICE MARKS

WHEREAS, TRW Inc., an Ohio corporation having an address of 1900 Richmond Road, Cleveland, Ohio, 44124 ("Assignor"), is the owner of the names and trademarks listed on Schedule A attached hereto ("the Trademarks");

WHEREAS, Assignor is the applicant for the intent-to-use trademark and service mark applications listed on Schedule B attached hereto ("the Intent-To-Use Applications");

WHEREAS, Northrop Grumman Corporation, a Delaware corporation having an address of 1840 Century Park East, Los Angeles, CA 90067, desires to acquire all of the right, title and interest of Assignor into and under the Trademarks and the goodwill related thereto; and

WHEREAS, Northrop Grumman Corporation is the successor to the portion of Assignor's business to which the trademarks and service marks associated with the Intent-To-Use Applications (the "Intent-To-Use Marks") pertain.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby conveys, transfers, assigns, delivers, and contributes to Northrop Grumman Corporation, all of Assignor's right, title, and interest 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, to be held and enjoyed by Northrop Grumman Corporation for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, to the end of the term or terms for which Trademark registrations have been, or may be granted or issued as fully and entirely to the same extent as the same would have been held and enjoyed by Assignor, if this assignment had not been made; together with all claims for damages or injunctive relief by reason of infringements of such Trademarks, with the right to sue for past infringement, and collect the same for its own use and advantage and for the use and advantage of its successors, assigns or other legal representatives.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby conveys, transfers, assigns, delivers, and contributes to Northrop Grumman Corporation, all of Assignor's right, title, and interest in and to the Intent-To-Use Applications in the United States, its territorial possessions and all foreign countries throughout the world together with the goodwill symbolized by the Intent-To-Use Marks, to be held and enjoyed by Northrop Grumman Corporation for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, to the end of the term or terms for which Intent-To-Use Mark registrations may be granted or issued as fully and entirely to the same extent as the same would have been held and enjoyed by

TRW Inc. Assignment

Assignor, if this assignment had not been made; together with all claims for damages or injunctive relief by reason of infringements of such Intent-To-Use Marks, with the right to sue for past infringement, and collect the same for its own use and advantage and for the use and advantage of its successors, assigns or other legal representatives.

Northrop Grumman Corporation and Assignor hereby authorize and request the Commissioner of Patents and Trademarks to issue any and all communications or correspondence pertaining to the Trademarks, listed on Schedule A attached hereto, and the Intent-To-Use Applications, listed on Schedule B attached hereto, and the Intent-To-Use Marks, to Northrop Grumman Corporation.

IN TESTIMONY WHEREOF, TRW Inc. has caused these presents to be signed by its duly authorized representative, this 13th day of June 2003.

TRW Inc.

By: Kathleen Salmas
Kathleen Salmas
Secretary

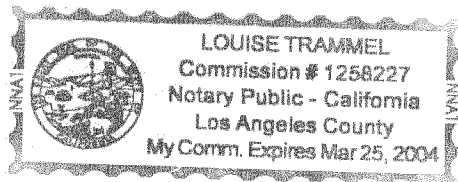
State of California

County of Los Angeles

On June 13, 2003 before me, Louise Trammel, Notary Public personally appeared Kathleen Salmas, 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,

Louise Trammel
Signature of Notary Public



IN TESTIMONY WHEREOF, Northrop Grumman Corporation has caused these presents to be signed by its duly authorized representatives, this 13th day of June 2003.

Northrop Grumman Corporation

By: [Signature]
John H. Mullan
Corporate Vice President & Secretary

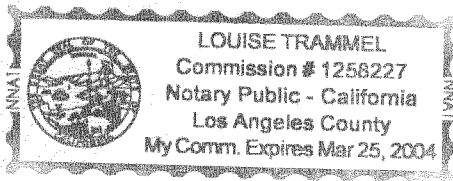
State of California

County of Los Angeles

On June 13, 2003 before me, Louise Trammel, Notary Public 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/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]
Signature of Notary Public



SCHEDULE A

TRADEMARK	APPLICATION NUMBER	APPLICATION FILING DATE	REGISTRATION NUMBER	REGISTRATION DATE
FAST DATA FINDER	73-644,776	February 17, 1987	1,488,909	May 17, 1988
FDF	73-650,756	March 23, 1987	1,458,185	September 22, 1987

SCHEDULE B

TRADEMARK	APPLICATION NUMBER	APPLICATION FILING DATE
TEAM SBL	75-445,447	February 27, 1998
VELOCIMUM	76-248,492	April 30, 2001
VELOCIMUM (stylized)	76-311,762	September 13, 2001

TRW Inc. Assignment