

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
MEGGITT DEFENSE SYSTEMS & S-TEC CORPORATION		04/11/2002	CORPORATION: TEXAS

RECEIVING PARTY DATA	
Name:	DRS AIR, INC.
Street Address:	6300 Columbia Street
City:	Mineral Wells
State/Country:	TEXAS
Postal Code:	76067
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1	
Property Type	Number
Registration Number:	2139654

CORRESPONDENCE DATA	
Fax Number:	(973)624-7070
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	wheller@mccarter.com
Correspondent Name:	William J. Heller
Address Line 1:	100 Mulberry Street
Address Line 2:	Four Gateway Center
Address Line 4:	NEWARK, NEW JERSEY 07102

ATTORNEY DOCKET NUMBER:	91074/1 (WJH/2277)
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NAME OF SUBMITTER:	William J. Heller
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Total Attachments: 7
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ASSIGNMENT OF TRADEMARKS

ASSIGNMENT, made as of April 11, 2002 from each of MEGGITT DEFENSE SYSTEMS [TEXAS], INC., a Texas corporation ("MDST"), and S-TEC CORPORATION, a Texas corporation ("S-TEC" and together with MDST sometimes referred to herein as the "Assignor"), to DRS AIR, INC., a Delaware corporation ("Assignee").

R E C I T A L S

WHEREAS, pursuant to an Asset Purchase Agreement dated as of April 4, 2002 (the "Asset Purchase Agreement") among MDST, Meggitt-USA, Inc. and Assignee, MDST has agreed to sell, assign, transfer, convey and deliver to Assignee all of its right, title and interest in and to the Acquired Assets (as defined in the Asset Purchase Agreement);

WHEREAS, in consideration for MDST's sale, assignment, transfer, conveyance and delivery to Assignee of the Acquired Assets in accordance with the terms and conditions of the Asset Purchase Agreement, Assignee shall pay to MDST the Purchase Price (as defined in the Asset Purchase Agreement);

WHEREAS, Assignor is the sole owner of the entire right, title and interest in, to and under the service marks, trademarks and trademark applications identified in Schedule A attached hereto and used in the Business (the "Trademarks"), and has a registration for, or has filed an application to register, the Trademarks in the United States Patent and Trademark Office and the other foreign jurisdictions set forth on Schedule A; and

WHEREAS, in connection with Assignee's acquisition of the Acquired Assets, Assignee desires to acquire, and Assignor is willing to convey, Assignor's entire right, title and interest in, to and under the Trademarks, all goodwill associated therewith, and all common law rights therein.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee Assignor's entire right, title and interest in, to and under the Trademarks, including common law rights, together with the goodwill symbolized by and associated with the Trademarks, and all registrations and applications relating to the Trademarks, for its own use and behalf, and for the use and behalf of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all income, royalties, fees and payments now or hereafter due or payable in respect of the

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Trademarks, and the right to file any action and recover damages by reason of past infringement, misappropriation or other unauthorized use of said Trademarks, with the right to sue for, and collect same for its own use and behalf, and for the use and behalf of its successors, assigns, or other legal representatives.

Assignor hereby agrees to execute, acknowledge and deliver to Assignee all documents, instruments and agreements as may be necessary to make a record with any Governmental Authorities (both foreign and domestic) or third parties of Assignee's ownership of all right, title and interest in, to and under the Trademarks and the goodwill associated therewith.


S-TEC hereby represents and warrants that it is the sole owner of the Trademarks free and clear of all Liens.

All capitalized terms used in this Assignment and not otherwise defined herein shall have the meanings assigned to them in the Asset Purchase Agreement.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed on
as of the first date above written to be effective as of such date.

ASSIGNOR:

MEGGITT DEFENSE SYSTEMS [TEXAS], INC.

By: 
Name: ERIC G. LARDIERE
Title: VICE PRESIDENT & SECRETARY

S-TEC CORPORATION

By: _____
Name:
Title:

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed on as of the first date above written to be effective as of such date.

ASSIGNOR:

MEGGITT DEFENSE SYSTEMS [TEXAS], INC.

By: _____

Name:

Title:

S-TEC CORPORATION

By:  _____

Name: DAIN MILLER

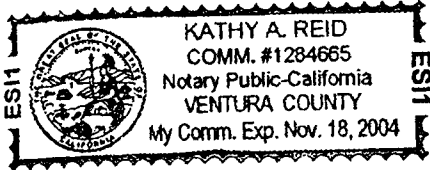
Title: PRESIDENT

STATE OF
California

: ss.:

COUNTY OF
Ventura

On April 11, 2002 before me, the undersigned, personally appeared Eric G. Lardiere being the VP & Secretary, an authorized officer of Meggitt Defense Systems [Texas], Inc., personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Kathy A. Reid
Notary Public
Kathy A. Reid

STATE OF

: ss.:

COUNTY OF

On April __, 2002 before me, the undersigned, personally appeared _____, being the _____, an authorized officer of S-TEC CORPORATION, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

STATE OF

: ss.:

COUNTY OF

On April __, 2002 before me, the undersigned, personally appeared _____, being the _____, an authorized officer of Meggitt Defense Systems [Texas], Inc., personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

STATE OF

Texas

: ss.:

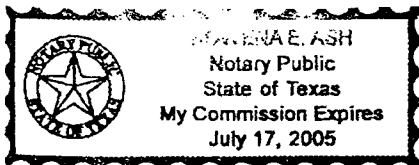
COUNTY OF

Parker

On April *11*, 2002 before me, the undersigned, personally appeared *Alan Miller* being the *President*, an authorized officer of S-TEC CORPORATION, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Ravena E. Ash

Notary Public



SCHEDULE A

Trademarks

<u>Title</u>	<u>Country</u>	<u>Registration or Serial Number</u>	<u>Registration Date</u>
Sentry	USA	2139654	2/24/98

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