

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
S-Tec Corporation

- Individual(s)
- General Partnership
- Corporation-State Texas
- Other Correction of Assignment
- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: 04/11/2002

2. Name and address of receiving party(ies)

Name: DRS Air, Inc.
Internal Address: _____
Address: _____
Street Address: 6300 Columbia Street
City: Mineral Wells State: TX Zip: 76067

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

If assignee is not domiciled in the United States, a domestic representative designation 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 registration number(s):

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 2,139,654

Additional number(s) attached Yes No

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

Name: William J. Heller, Esq.

Internal Address: McCarter & English, LLP

Four Gateway Center

Street Address: 100 Mulberry Street

City: Newark State: NJ Zip: 07102

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

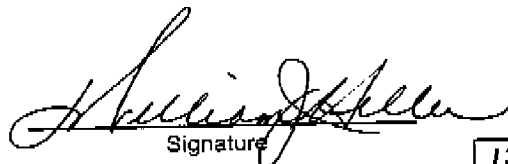
8. Deposit account number:

502639

DO NOT USE THIS SPACE

9. Signature.

William J. Heller
Name of Person Signing

 4/30/04
Signature Date

Total number of pages including cover sheet, attachments, and document: 13

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

CH \$40.00 502639 2139654

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

09/05/2003
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

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
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 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)
NAME OF SUBMITTER:	William J. Heller

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").

RECITALS

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: *Eric G. Lardiere*

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: DAWN 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*

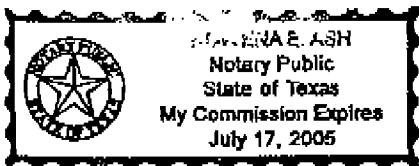
: ss.:

COUNTY OF *Parker*

On April *11*, 2002 before me, the undersigned, personally appeared *Alain 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.

Rawena 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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