

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	11/09/2004

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Raytheon Company		11/09/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	L-3 Communications Corporation
Street Address:	600 Third Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10016
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	76526846	SEE THE UNSEEN
Serial Number:	76522535	NIGHTDRIVER
Registration Number:	2093349	NIGHTSIGHT
Serial Number:	78298180	THERMAL- EYE
Serial Number:	76562907	

CORRESPONDENCE DATA

Fax Number: (212)969-2900
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212 969-3000
 Email: trademark@proskauer.com
 Correspondent Name: Proskauer Rose, LLP
 Address Line 1: 1585 Broadway
 Address Line 4: New York, NEW YORK 10036-8299

CH \$140.00 76526846

NAME OF SUBMITTER:	Jenifer deWolf Paine
Signature:	/Jenifer deWolf Paine/
Date:	12/21/2004
Total Attachments: 6 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif source=Assignment#page4.tif source=Assignment#page5.tif source=Assignment#page6.tif	

ASSIGNMENT OF TRADEMARKS

WHEREAS, RAYTHEON COMPANY, a corporation organized and existing under the laws of the State of Delaware (the "Assignor"), is the owner of the trademark registrations and applications therefor listed in the attached Trademark Schedule; and

WHEREAS, L-3 COMMUNICATIONS CORPORATION, a corporation organized and existing under the laws of the State of Delaware (the "Assignee"), is desirous of acquiring the aforesaid trademark registrations and applications therefor;

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Assignor, the Assignor does hereby assign, transfer, convey, deliver and grant unto the Assignee, all of Assignor's right, title, and interest in and to the trademark registrations and applications therefor listed on the attached trademark Schedule and the underlying goodwill of the portion of the Business associated with and symbolized by the marks listed in the attached Trademark Schedule, and the Assignor hereby agrees to sign all lawful documents and make all rightful oaths and declarations relating to said trademark registrations and applications therefor when reasonably requested to do so by the Assignee.

WHEREFORE, the Assignor has executed this Assignment as of the date written below.

Date: November 9, 2004

RAYTHEON COMPANY

By: Karl A. Vail
Name: _____
Title: _____

NOTARY

Commonwealth of Massachusetts)
)
County of Middlesex) ss.

On this the 9 day of November, 2004, before me, Marianne G. Strong,
the undersigned Notary Public, personally appeared Karl A. Wick,

to me known to be Assistant General Counsel – Intellectual Property and Licensing of
RAYTHEON COMPANY, a corporation organized and existing under the laws of the State of
Delaware, the Assignor above-named, proved to me through satisfactory evidence of identity,
which was/were

personally known

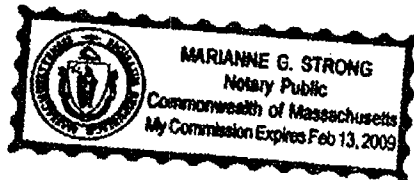
to be the person whose name is assigned on the preceding document, and acknowledged to me
that he/she signed it voluntarily for this stated purpose.

Marianne G. Strong
Signature of Notary Public

Marianne G. Strong
Printed Name of Notary Public

Place Notary Seal and/or Any Stamp Above

My Commission Expires February 13, 2009



Trademark Schedule

MARK	CI	SERIAL No.	FILED	REGISTRATION No.	DATE	REF No.
1 SEE THE UNSEEN (US)	9, 37	76526, 846	7/2/2003			T03E005
Argentina	37	2,483,682	12/16/2003			
Argentina	9	2,483,681	12/16/2003			
Australia	9, 37	981253	12/8/2003			
Brazil	37	826,137,270	12/17/2003			
Brazil	9	826,137,261	12/17/2003			
Canada	9, 37	1,201,300	12/9/2003			
Chile	37	631,315	12/16/2003			
Chile	9	631,314	12/16/2003			
China PR	37	3849514	12/17/2003			
China PR	9	3849513	12/17/2003			
Colombia	37	03,108930	12/16/2003			
Colombia	9	03,109050	12/12/2003			
Ecuador	37	140065	unk			
Ecuador	9	140064	unk			
Egypt	37	163510	unk			
Egypt	9	163509	unk			
European Community	9, 37	3254349	7/3/2003			
Hong Kong	9, 37	300126774	12/12/2003			
India	9, 37	1257836	12/29/2003			
Indonesia	37	JCO,2003,36983,36337	12/31/2003			
Indonesia	9	D00,2003,36984,363	12/31/2003			
Israel	37		CLOSED			
Israel	9		CLOSED			
Japan	9, 37	2003-111818	12/16/2003			
Kuwait	37	62056	12/14/2003			
Kuwait	9	62055	12/14/2003			
Malaysia	37	2003/17125	12/17/2003			
Malaysia	9	2003/17125	12/17/2003			
Mexico	37			625130	12/18/2003	
Mexico	9	635266	12/18/2003			
New Zealand	9, 37	705897	12/15/2003			
Norway	9, 37	2003 11818	12/16/2003			
Panama	37	132514	12/31/2003			
Panama	9	132515	12/31/2003			
Philippines	9	4-2003-11425	12/12/2003			
Philippines	37	4-2003-11426	12/12/2003			
Qatar	37	31244	12/21/2003			
Qatar	9	31241	12/21/2003			
Saudi Arabia	37	86946	12/30/2003			
Saudi Arabia	9	86945	12/30/2003			
Singapore	37	T03/20280F	12/16/2003			
Singapore	9	T03/20279B	12/16/2003			
South Africa	37	2003/22080	12/12/2003			
South Africa	9	2003/22058	12/12/2003			
South Korea	9, 37	2003-04515	12/16/2003			
Switzerland	9, 37			520552	12/16/2003	
Taiwan	9, 37	92571872	12/15/2003			
Thailand	37		CLOSED			
Thailand	9		CLOSED			
Turkey	9, 37	2003/034426	12/18/2003			
United Arab Emirates	37	57943	12/24/2003			
United Arab Emirates	9	57942	12/24/2003			
Venezuela	37	18539-03	12/16/2003			
Venezuela	9	18538-03	12/16/2003			
2 NIGHTDRIVER (US)	9	76522, 535	6/13/2003			T03E004
Argentina	9	2,483,137	12/12/2003			

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MARK	CI	SERIAL No.	FILED	REGISTRATION No.	DATE	REF No.
Australia	9	981252	12/6/2003			
Brazil	9	826.133.002	12/12/2003			
Canada	9	1,201,298	12/9/2003			
Chile	9	630.917	12/11/2003			
China PR	9	3842288	12/12/2003			
Colombia	9	03 109049	12/12/2003			
Ecuador	9	139985	unk			
Egypt	9	163508	12/13/2003			
European Community	9	3571288	12/9/2003			
Hong Kong	9	300126756	12/12/2003			
India	9	1255080	12/12/2003			
Indonesia	9	D00.2003.34422.347	12/12/2003			
Israel	9	169,132	12/11/2003			
Japan	9	2003-110458	12/11/2003			
Kuwait	9	62042	12/13/2003			
Malaysia	9	2003/16865	12/12/2003			
Mexico	9			828096	12/15/2003	
New Zealand	9	705847	12/12/2003			
Norway	9	2003 11611	12/12/2003			
Panama	9	132289	12/12/2003			
Philippines	9	4-2003-11386	12/11/2003			
Qatar	9	31192	12/11/2003			
Saudi Arabia	9	86947	12/30/2003			
Singapore	9	T03/20168J	12/12/2003			
South Africa	9	2003/22000	12/11/2003			
South Korea	9	2003-55185	12/12/2003			
	9			519701	12/11/2003	
	9	92071652	12/12/2003			
	9	539107	12/12/2003			
		2003/033654	12/12/2003			
United Arab Emirates	9	57601	12/13/2003			
Venezuela	9	18396-03	12/12/2003			
3 NIGHTSIGHT (US)	9			2093349	9/2/1997	T93E007
4 THERMAL EYE (US)	9, 37		9/9/2003			T03E007
Argentina	9		12/19/2003			
Argentina	37		12/19/2003			
Australia	9, 37		12/5/2003			
Brazil	37	826.155.677	12/22/2003			
		826.155.669	12/22/2003			
Canada	9, 37	1,201,299	12/9/2003			
Chile	9	632.248	12/24/2003			
Chile	37	632.249	12/24/2003			
China PR	37	3850864	12/18/2003			
China PR	9	3850865	12/18/2003			
Colombia	9	03 110340	12/17/2003			
Colombia	37	03 110341	12/17/2003			
Ecuador	37		unk			
Ecuador	9		unk			
Egypt	37	163674	12/22/2003			
Egypt	9	163673	12/22/2003			
European Community	9, 37	3571304	12/9/2003			
Hong Kong	9, 37	300126989	12/17/2003			
India	9, 37	1259277	1/5/2004			
Indonesia	37	J00.2004.01970.01986	1/28/2004			
Indonesia	9	D00.2004.01969.019	1/28/2004			
Israel	9	169,384	12/30/2003			
Israel	37	169,385	12/30/2003			

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MARK	CI	SERIAL No.	FILED	REGISTRATION No.	DATE	REF No.
Thermal-Sight	Japan 9, 37	2004-020816	3/5/2004			
	Kuwait 9	62085	12/17/2003			
	Kuwait 37	62086	12/17/2003			
	Malaysia 37	2003-17294	12/22/2003			
	Malaysia 9	2003-17295	12/22/2003			
	Mexico 9	635874	12/19/2003			
	Mexico 37	635875	12/19/2003			
	New Zealand 9, 37			706081	9/9/2003	
	Norway 9, 37	2003 11892	12/18/2003			
	Panama 9	133282	2/12/2004			
	Panama 37	133280	2/12/2004			
	Philippines 37	4-2003-11600	12/17/2003			
	Philippines 9	4-2003-11601	12/17/2003			
	Qatar 37	31242	12/21/2003			
	Qatar 9	31243	12/21/2003			
	Saudi Arabia 9	86943	12/30/2003			
	Saudi Arabia 37	86944	12/30/2003			
	Singapore 9	T03/20377B	12/18/2003			
	Singapore 37	T03/20378J	12/18/2003			
	South Africa 9	2003/22248	12/17/2003			
	South Africa 37	2003/22249	12/17/2003			
	South Korea 9, 37	2003-04552	12/18/2003			
	Switzerland 9, 37			520083	12/17/2003	
	Tawian 9, 37	92072453	12/18/2003			
	Thailand 9	540643	12/30/2003			
	Thailand 37	540644	12/30/2003			
	Turkey 9, 37	2003/036317	12/30/2003			
	United Arab Emirates 9	57944	12/24/2003			
	United Arab Emirates 37	57945	12/24/2003			
	Venezuela 9	18898-03	12/19/2003			
	Venezuela 37	18899-03	12/19/2003			
5 EYE (LOGO) (US)	9, 37	75/562,907	12/3/2003			T03E008
	Argentina 9	2,493,640	2/6/2004			
	Argentina 37	2,493,641	2/6/2004			
	Australia 9, 37			987035	2/2/2004	
	Brazil 9	826.237.290	2/6/2004			
	Brazil 37	826.237.304	2/6/2004			
	Canada 9, 37	1,204,870	2/2/2004			
	Chile 9	636.144	2/4/2004			
	Chile 37	637.145	2/4/2004			
	China PR 9	TBA	2/3/2004			
	China PR 37	TBA	2/3/2004			
	Colombia 9	04 007759	2/2/2004			
	Colombia 37	04 007758	2/2/2004			
	Ecuador 9	142673	3/11/2004			
	Ecuador 37	142674	3/11/2004			
	Egypt 9	164561	2/7/2004			
	Egypt 37	164562	2/7/2004			
	European Community 9, 37	3838053	2/4/2004			
	Hong Kong 9, 37			300150443	2/2/2004	
	India 9, 37	TBA	3/20/2004			
	Indonesia 37	J00.2004.02855.02889	2/6/2004			
	Indonesia 9	D00.2004.02856.028	2/6/2004			
	Israel 9	170,187	2/8/2004			
	Israel 37	170,188	2/8/2004			
	Japan 9, 37	2004-018188	2/27/2004			
	Kuwait 9	62981	2/7/2004			

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MARK	CI	SERIAL No.	FILED	REGISTRATION No.	DATE	REF No.
Kuwait	37	62982	2/7/2004			
Malaysia	9	2004/01519	2/11/2004			
Malaysia	37	2004/01520	2/11/2004			
Mexico	9			837769	2/6/2004	
Mexico	37			838483	2/6/2004	
New Zealand	9, 37	707562	2/2/2004			
Norway	9, 37	2004 00720	2/4/2004			
Panama	37	133278	2/12/2004			
Panama	9	133284	2/12/2004			
Philippines	9, 37	4-2004-00906	2/2/2004			
Qatar	37	31688	2/17/2004			
Qatar	9	31689	2/17/2004			
Saudi Arabia	9	87729	2/15/2004			
Saudi Arabia	37	87730	2/15/2004			
Singapore	37	T04/01383G	2/6/2004			
Singapore	9	T04/01382I	2/6/2004			
South Africa	9	2004/01340	2/2/2004			
South Africa	37	2004/01341	2/2/2004			
South Korea	9, 37	2004-00334	2/2/2004			
Switzerland	9, 37			522637	2/5/2004	
Tawian	9, 37	93004277	2/4/2004			
Thailand	9	543494	2/4/2004			
Thailand	37	543495	2/4/2004			
Turkey	9, 37	2004/003176	2/18/2004			
United Arab Emirates	9	58780	2/14/2004			
United Arab Emirates	37	58781	2/14/2004			
Venezuela	37	1703-04	2/9/2004			
Venezuela	9	1704-04	2/9/2004			