

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	11/12/2004

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sarnoff Corporation		11/12/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	L-3 Communications Government Services Inc.
Street Address:	600 Third Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	CORPORATION: VIRGINIA

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	78386241	VIDEO FLASHLIGHT
Serial Number:	78388622	VISIONALERT
Serial Number:	78394499	HAWK

CORRESPONDENCE DATA

Fax Number: (212)490-3295
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212 490 3285
 Email: epk@patentadvance.com
 Correspondent Name: Edwrad Kelly
 Address Line 1: 405 Lexington avenue
 Address Line 2: 37th floor Chrysler Building
 Address Line 4: New York, NEW YORK 10174

NAME OF SUBMITTER:	edward kelly
--------------------	--------------

OP \$90.00 78386241

Signature:	/edward kelly/
Date:	10/18/2005
Total Attachments: 2 source=SDOC0220#page1.tif source=SDOC0220#page2.tif	

TRADEMARK ASSIGNMENT

WHEREAS, Sarnoff Corporation, a Delaware corporation ("Assignor"), and L-3 Communications Government Services, Inc., a Virginia corporation ("Assignee"), pursuant to an ASSET PURCHASE AGREEMENT executed by the parties and dated November 10, 2004 (the "Effective Date") (the "Asset Agreement"), whereby, among other things, Assignor assigned to Assignee, the trademarks listed on Schedule A hereto (the "Marks"):

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Assignor hereby sells, transfers, assigns and sets over to Assignee, as a successor to that portion of the business of Assignor to which the Marks pertain, Assignor's rights, title and interest in and to the Marks (subject to the provisions of the Asset Agreement), including all common law rights therein and all applications to register and registrations thereof and the good will that they represent, and all right, title and interest therein, on a world-wide basis.

2. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States, whose duty is to issue trademark registrations, to issue the same to Assignee, its successors, assigns and legal representatives, or to such nominees as it may designate.

3. Assignor agrees that, whenever reasonably requested by Assignee, Assignor will execute all papers, take all rightful oaths, and do all acts which may be reasonably necessary for vesting title in the Marks in Assignee, its successors, assigns and legal representatives or nominees.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement as of the Effective Date hereof.

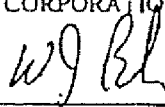
ASSIGNOR:

ASSIGNEE:

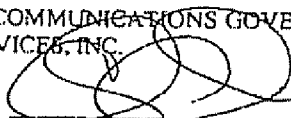
SARNOFF CORPORATION

L-3 COMMUNICATIONS GOVERNMENT SERVICES, INC.

By:


Name: W J BURKE
Title: VP, & SECRETARY

By:


Name: Christopher C. Cambria
Title: Vice President, Secretary

IKX5HY1:1056074.5
11641-31 N35

SCHEDULE A

Trademarks

MARK	U.S. SERIAL NO.	FILING DATE
VIDEO FLASHLIGHT	78/386,241	March 17, 2004
VISION ALERT	78/388,622	March 22, 2004
HAWK	78/394,499	April 1, 2004

DOCSNY1:1056026.5
11693-31 N135