

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
General Dynamics Advanced Information Systems		12/31/2006	CORPORATION:
RECEIVING PARTY DATA			
Name:	General Dynamics C4 Systems		
Street Address:	8201 E. McDowell Road		
Internal Address:	MD H3250		
City:	Scottsdale		
State/Country:	ARIZONA		
Postal Code:	85257		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2559180	TNE	
CORRESPONDENCE DATA			
Fax Number:	(480)441-3291		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	480-441-4902		
Email:	terri.kirschman@gdc4s.com		
Correspondent Name:	Terri Kirschman		
Address Line 1:	8201 E. McDowell Road		
Address Line 2:	MD H3250		
Address Line 4:	Scottsdale, ARIZONA 85257		
NAME OF SUBMITTER:	Devon Engel		
Signature:	/Devon Engel/		
Date:	05/30/2007		

OP \$40.00 2559180

Total Attachments: 12

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ASSET TRANSFER AGREEMENT

This ASSET TRANSFER AGREEMENT (this "Agreement"), dated as of December 31, 2006, is made by and between General Dynamics Advanced Information Systems, Inc., a Delaware corporation ("AIS"), and General Dynamics C4 Systems, Inc., a Delaware corporation ("C4S").

RECITALS

WHEREAS, AIS desires to transfer to C4S all of AIS's right, title and interest in and to all of the assets used or held for use primarily by its (a) net-centric computing business located in Bloomington, Minnesota; (b) multi-level security/TNE business located in San Antonio, Texas; and (c) Army modeling and simulation and training business located in Orlando, Florida and Tempe, Arizona (collectively, the "AIS Transferred Business"), including the assets listed on Schedule A hereto (collectively, the "AIS Transferred Assets"), other than the assets listed on Schedule B hereto (the "AIS Excluded Assets"), subject to the AIS Assumed Liabilities (as defined below), and C4S desires to accept such assets;

WHEREAS, AIS desires to transfer and assign to C4S, and C4S desires to assume, all of the liabilities and obligations, contractual or otherwise, of AIS (a) primarily relating to the AIS Transferred Business or (b) otherwise set forth on Schedule C hereto (the liabilities and obligations listed in subsections (a) and (b) being collectively referred to herein as the "AIS Assumed Liabilities"), other than the liabilities and obligations listed on Schedule D hereto (the "AIS Excluded Liabilities");

WHEREAS, C4S desires to transfer to AIS all of C4S's right, title and interest in and to all of the assets used or held for use primarily by its X1 (Communications Solutions), X2 (Special Programs) and Spectrum Astro Space Systems businesses (collectively, the "C4S Transferred Business"), including the assets listed on Schedule E hereto (collectively, the "C4S Transferred Assets"), other than the assets listed on Schedule F hereto (the "C4S Excluded Assets"), subject to the C4S Assumed Liabilities (as defined below), and AIS desires to accept such assets; and

WHEREAS, C4S desires to transfer and assign to AIS, and AIS desires to assume, all of the liabilities and obligations, contractual or otherwise, of C4S (a) primarily relating to the C4S Transferred Business or (b) otherwise set forth on Schedule G hereto (the liabilities and obligations listed in subsections (a) and (b) being collectively referred to herein as the "C4S Assumed Liabilities"), other than the liabilities and obligations listed on Schedule H hereto (the "C4S Excluded Liabilities").

NOW THEREFORE, in consideration of the mutual agreements contained herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Section 1. Transfer of Assets.

(a) AIS Assets. On the terms and subject to the conditions contained in this Agreement and effective as of January 1, 2007 at 12:01 a.m., Eastern Standard Time (the

“Effective Time”), AIS hereby transfers, assigns, conveys and delivers to C4S, all of the right, title and interest of AIS in and to the AIS Transferred Assets.

(b) C4S Assets. On the terms and subject to the conditions contained in this Agreement and effective as of the Effective Time, C4S hereby transfers, assigns, conveys and delivers to AIS, all of the right, title and interest of C4S in and to the C4S Transferred Assets.

Section 2. Assignment and Assumption of Liabilities.

(a) AIS Liabilities. On the terms and subject to the conditions contained in this Agreement and effective as of the Effective Time, AIS hereby transfers and assigns to C4S, and C4S hereby assumes and agrees to discharge, all of the AIS Assumed Liabilities.

(b) C4S Liabilities. On the terms and subject to the conditions contained in this Agreement and effective as of the Effective Time, C4S hereby transfers and assigns to AIS, and AIS hereby assumes and agrees to discharge, all of the C4S Assumed Liabilities.

Section 3. Closing; Closing Deliveries.

(a) Closing. On the terms and subject to the conditions contained in this Agreement, the consummation of the transactions contemplated by this Agreement (the “Closing”) will take place at the offices of Jenner & Block LLP, 330 North Wabash Avenue, Chicago, Illinois 60611, on January 1, 2007, or at such other place or on such other date as the parties may agree; provided that the Closing will be deemed for all purposes under this Agreement to have occurred at the Effective Time.

(b) Closing Deliveries. At the Closing, AIS will deliver to C4S, and C4S will deliver to AIS, all such instruments and documents evidencing the transfer, assignment, conveyance and delivery described herein as may be reasonably required in order to effect the intent of this Agreement.

Section 4. Certain Agreements of the Parties.

(a) General. In case at any time after the Closing any further action is necessary or desirable to carry out the purposes of this Agreement, each party will take such further action (including the execution and delivery of such further instruments and documents) as the other party reasonably may request, at the sole cost and expense of the requesting party.

(b) Tax matters.

(i) The parties shall cooperate fully with each other and make available or cause to be made available to each other in a timely fashion such tax data, prior tax returns and filings and other information as may be reasonably required for the preparation of any tax returns, elections, consents or certificates

required to be prepared and filed by any of the parties hereto and any audit or other examination by any taxing authority, or judicial or administrative proceeding relating to liability for any federal, state, local or foreign taxes.

(ii) Any sales, transfer, use or other similar taxes imposed as a result of the transactions contemplated by this Agreement and all recording, transfer and other similar taxes and fees payable as a result of the public recordation of the instruments of conveyance or transfer of assets hereunder shall be borne equally by AIS and C4S.

(c) Consents; Nonassignable Contracts.

(i) The parties shall cooperate after the Closing to obtain any material consents, approvals or authorizations of any governmental entities or third parties that are not obtained prior to the Closing and that are necessary or desirable in connection with the transaction contemplated by this Agreement.

(ii) To the extent that any contract included in the AIS Transferred Assets or C4S Transferred Assets is not capable of being assigned, conveyed or transferred pursuant to this Agreement without the consent of a third party (including a governmental entity) and such consent is not obtained prior to the Closing, or if such transfer or attempted transfer would constitute a breach or violation of any such contract or applicable law, nothing in this Agreement will constitute a transfer or an attempted transfer thereof.

(iii) In the event that any consent is not obtained at or prior to the Closing, the party transferring the applicable contract will use commercially reasonable efforts to (A) provide to the transferee party, the benefits of the applicable contract, (B) cooperate in any reasonable and lawful arrangement designed to provide such benefits to such parties and (C) enforce at the request of the transferee party and for the respective account of such party, any rights of the transferring party arising from any such contract (including the right to elect to terminate such contract in accordance with the terms thereof upon the request of the transferee party).

(iv) To the extent that a transferee party is provided the benefits of any contracts referred to in subsection (iii) above, such transferee will perform the obligations arising under such contracts for the benefit of the transferring party and the other party or parties thereto.

(d) Records and Documents; Cooperation. Following the Closing, the parties and their respective representatives will grant to each other access to and the right to make copies, at the cost of the requesting party, of those records and documents in their possession as may be reasonably necessary for the requesting party's operation of its business after the Closing, for litigation, for the preparation of financial statements, tax returns and audits or for other valid business purposes.

(e) Endorsement; Payments.

(i) From and after the effective date of this Agreement, AIS shall have the right to endorse the name of C4S or its predecessors on any check, draft, warehouse receipt, bill of lading or negotiable instrument received by AIS on account of the transactions contemplated by this Agreement, and C4S will promptly deliver to AIS all payments received by C4S to which AIS is entitled hereunder.

(ii) From and after the effective date of this Agreement, C4S shall have the right to endorse the name of AIS or its predecessors on any check, draft, warehouse receipt, bill of lading or negotiable instrument received by C4S on account of the transactions contemplated by this Agreement, and AIS will promptly deliver to C4S all payments received by AIS to which C4S is entitled hereunder.

Section 5. Miscellaneous.

(a) Expenses. All costs and expenses for outside legal, accounting and other advisors or consultants engaged in connection with this Agreement and the transactions contemplated hereby will be borne equally by AIS and C4S; provided, however, that each party will bear its own internal costs and expenses, if any, incurred in connection with this Agreement and the transactions contemplated hereby.

(b) Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all such counterparts taken together will constitute one and the same Agreement.

(c) Entire Agreement. This Agreement and all of the documents, agreements and certificates executed and/or delivered in connection herewith or therewith, constitute the entire agreement between the parties in connection with the transactions contemplated hereby and supersede any prior or contemporaneous understandings, agreements or representations by or among the parties, written or oral, that may have related in any way to the subject matter hereof.

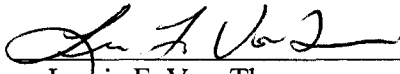
(d) Amendments. The provisions of this Agreement may be amended or waived only by a written instrument executed and delivered by both of the parties hereto. No other course of dealing between the parties to this Agreement or any delay in exercising any rights hereunder will operate as a waiver of any rights of such parties.

(e) No Third-Party Beneficiaries. This Agreement will not confer any rights or remedies upon any person or entity other than the parties hereto and their respective successors and permitted assigns.

(f) Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any law or rule that would cause the laws of any jurisdiction other than the State of Delaware to be applied.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date first written above.

GENERAL DYNAMICS ADVANCED
INFORMATION SYSTEMS, INC.

By: 
Name: Lewis F. Von Thaer
Title: President

GENERAL DYNAMICS C4 SYSTEMS, INC.


By: _____
Name: Christopher Marzilli
Title: President

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date first written above.

GENERAL DYNAMICS ADVANCED
INFORMATION SYSTEMS, INC.

By: _____
Name: Lewis F. Von Thaer
Title: President

GENERAL DYNAMICS C4 SYSTEMS, INC.

By:  _____
Name: Christopher Marzilli
Title: President

GENERAL DYNAMICS ADVANCED INFORMATION SYSTEMS, INC.
Joint Unanimous Written Consent of the
Board of Directors and the Sole Stockholder

The undersigned, being all of the directors and the sole stockholder of General Dynamics Advanced Information Systems, Inc., a Delaware corporation (the "Corporation"), acting pursuant to Sections 141(f) and 228 of the Delaware General Corporation Law, acting without notice or meeting, hereby take the following actions by written consent and adopt the following resolutions:

WHEREAS, the Board of Directors of the Corporation (the "Board") desires to transfer, assign, convey and deliver to General Dynamics C4 Systems, Inc., a Delaware corporation ("C4S"), all of the Corporation's right, title and interest in and to all of the assets used or held for use primarily by its (a) net-centric computing business located in Bloomington, Minnesota; (b) multi-level security/TNE business located in San Antonio, Texas; and (c) Army modeling and simulation and training business located in Orlando, Florida and Tempe, Arizona (collectively, the "Transferred Business"), including the assets listed on Schedule A to the Agreement (as defined below) (collectively, the "Transferred Assets"), other than the assets listed on Schedule B to the Agreement (the "Excluded Assets"), subject to the Assumed Liabilities (as defined below);

WHEREAS, the Board desires to transfer and assign to C4S all of the liabilities and obligations, contractual or otherwise, of the Corporation (a) primarily relating to the Transferred Business or (b) otherwise set forth on Schedule C of the Agreement (the liabilities and obligations listed in subsections (a) and (b) being collectively referred to herein as the "Assumed Liabilities"), other than the liabilities and obligations listed on Schedule D of the Agreement (the "Excluded Liabilities"); and

WHEREAS, the Corporation desires to enter into the Asset Transfer Agreement, dated to be effective as of January 1, 2007 (the "Agreement"), by and between the Corporation and C4S in order to effect the transfer of the Transferred Assets and Assumed Liabilities.

I. Approval of Asset Transfer Agreement

RESOLVED, that the Board hereby deems the transfer of the Transferred Assets, the transfer and assignment of the Assumed Liabilities, the Agreement and the transactions contemplated thereby to be advisable and in the best interests of the Corporation; and

FURTHER RESOLVED, that the Agreement, in substantially the form attached hereto as Exhibit A, and the transactions contemplated thereby, be and they hereby are, adopted and approved on behalf of the Corporation with an effective date and time of January 1, 2007 at 12:01 a.m., Eastern Standard Time.

II. Miscellaneous


RESOLVED, that each of the executive officers of the Corporation (the "Officers") and their designees, is hereby authorized, empowered and directed, for and on behalf of the Corporation, to prepare, negotiate, execute and deliver any and all other agreements, documents and other instruments necessary or advisable in order to effectuate the foregoing resolutions, with such additions, modifications or changes therein as such Officer or Officers may determine to be necessary, appropriate or desirable in the terms thereof, such determination to be conclusively evidenced by the execution thereof by such Officer or Officers;

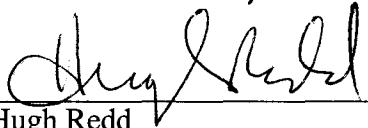
FURTHER RESOLVED, that the Officers, and each of them individually, are hereby authorized and empowered, for and on behalf of the Corporation, to take all such other actions as such Officer or Officers may deem necessary or advisable, in each case in order to effectuate the foregoing resolutions; and


FURTHER RESOLVED, that all prior actions taken by any Officer, director or agent of the Corporation in connection with the foregoing resolutions be, and they hereby are, ratified and approved in all respects.

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Dated: December 30, 2006

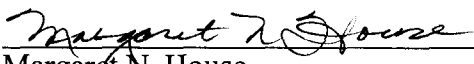

Gerard J. DeMuro


Hugh Redd


David A. Savner

Being all of the directors of General Dynamics
Advanced Information Systems, Inc.

GENERAL DYNAMICS GOVERNMENT
SYSTEMS CORPORATION

By: 
Margaret N. House
Secretary

Being the sole stockholder of General Dynamics
Advanced Information Systems, Inc.

GENERAL DYNAMICS C4 SYSTEMS, INC.
Joint Unanimous Written Consent of the
Board of Directors and the Sole Stockholder

The undersigned, being all of the directors and the sole stockholder of General Dynamics C4 Systems, Inc., a Delaware corporation (the "Corporation"), acting pursuant to Sections 141(f) and 228 of the Delaware General Corporation Law, acting without notice or meeting, hereby take the following actions by written consent and adopt the following resolutions:

WHEREAS, the Board of Directors of the Corporation (the "Board") desires to transfer, assign, convey and deliver to General Dynamics Advanced Information Systems, Inc., a Delaware corporation ("AIS"), all of the Corporation's right, title and interest in and to all of the assets used or held for use primarily by its X1 (Communications Solutions), X2 (Special Programs) and Spectrum Astro Space Systems businesses (collectively, the "Transferred Business"), including the assets listed on Schedule E to the Agreement (as defined below) (collectively, the "Transferred Assets"), other than the assets listed on Schedule F to the Agreement (the "Excluded Assets"), subject to the Assumed Liabilities (as defined below);

WHEREAS, the Board desires to transfer and assign to AIS all of the liabilities and obligations, contractual or otherwise, of the Corporation (a) primarily relating to the Transferred Business or (b) otherwise set forth on Schedule G of the Agreement (the liabilities and obligations listed in subsections (a) and (b) being collectively referred to herein as the "Assumed Liabilities"), other than the liabilities and obligations listed on Schedule H of the Agreement (the "Excluded Liabilities"); and

WHEREAS, the Corporation desires to enter into the Asset Transfer Agreement, dated to be effective as of January 1, 2007 (the "Agreement"), by and between the Corporation and AIS in order to effect the transfer of the Transferred Assets and Assumed Liabilities.

I. Approval of Asset Transfer Agreement

RESOLVED, that the Board hereby deems the transfer of the Transferred Assets, the transfer and assignment of the Assumed Liabilities, the Agreement and the transactions contemplated thereby to be advisable and in the best interests of the Corporation; and

FURTHER RESOLVED, that the Agreement, in substantially the form attached hereto as Exhibit A, and the transactions contemplated thereby, be and they

hereby are, adopted and approved on behalf of the Corporation with an effective date and time of January 1, 2007 at 12:01 a.m., Eastern Standard Time.

II. Miscellaneous

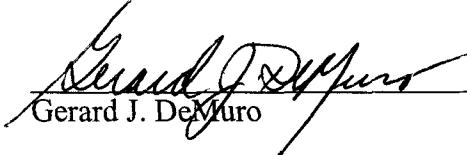
RESOLVED, that each of the executive officers of the Corporation (the "Officers") and their designees, is hereby authorized, empowered and directed, for and on behalf of the Corporation, to prepare, negotiate, execute and deliver any and all other agreements, documents and other instruments necessary or advisable in order to effectuate the foregoing resolutions, with such additions, modifications or changes therein as such Officer or Officers may determine to be necessary, appropriate or desirable in the terms thereof, such determination to be conclusively evidenced by the execution thereof by such Officer or Officers;


FURTHER RESOLVED, that the Officers, and each of them individually, are hereby authorized and empowered, for and on behalf of the Corporation, to take all such other actions as such Officer or Officers may deem necessary or advisable, in each case in order to effectuate the foregoing resolutions; and


FURTHER RESOLVED, that all prior actions taken by any Officer, director or agent of the Corporation in connection with the foregoing resolutions be, and they hereby are, ratified and approved in all respects.

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Dated: December 30, 2006

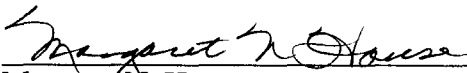

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Being all of the directors of General Dynamics
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GENERAL DYNAMICS GOVERNMENT
SYSTEMS CORPORATION

By: 
Margaret N. House
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