

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
Northrop Grumman Corporation		01/04/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Northrop Grumman Shipbuilding, Inc.
Street Address:	4101 Washington Avenue
City:	Newport News
State/Country:	VIRGINIA
Postal Code:	23607
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2501648	4 1/2 ACRES OF SOVEREIGN U.S. TERRITORY. ANYTIME. ANYWHERE.
Registration Number:	2501647	4 1/2 ACRES OF SOVEREIGN U.S. TERRITORY
Registration Number:	2435323	90,000 TONS OF DIPLOMACY
Registration Number:	2823143	ENTERPRISE
Registration Number:	2938491	VASCIC VIRGINIA ADVANCED SHIPBUILDING AND CARRIER INTEGRATION CENTER

CORRESPONDENCE DATA

Fax Number: (704)444-1111
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 704-444-1000
Email: elaine.hunt@alston.com
Correspondent Name: Martha Gayle Barber
Address Line 1: Alston & Bird LLP
Address Line 2: 101 South Tryon Street, Suite 4000
Address Line 4: Charlotte, NORTH CAROLINA 28280-4000

OP \$140.00 2501648

ATTORNEY DOCKET NUMBER:	34726/397687
NAME OF SUBMITTER:	Elaine B. Hunt
Signature:	/Elaine B. Hunt/
Date:	01/07/2011
Total Attachments: 3 source=northrop grumman shipbuilding assign#page1.tif source=northrop grumman shipbuilding assign#page2.tif source=northrop grumman shipbuilding assign#page3.tif	

UNITED STATES

TRADEMARK ASSIGNMENT

THIS ASSIGNMENT, effective as of the 4th day of January, 2011, by and between **NORTHROP GRUMMAN CORPORATION**, a Delaware corporation having a principal place of business at 1840 Century Park East, Los Angeles, California 90067 (hereinafter referred to as the "ASSIGNOR") and **NORTHROP GRUMMAN SHIPBUILDING, INC.**, a Delaware corporation having a principal place of business at 4101 Washington Avenue, Newport News, Virginia 23607 (hereinafter referred to as "ASSIGNEE") (collectively, the "Parties"); and

WHEREAS, ASSIGNOR is the exclusive and record owner of the entire right, title, and interest in and to the trademarks and the corresponding United States Trademark Registrations identified in Exhibit A attached hereto (collectively, the "Trademarks"), together with the goodwill established by use of the Trademarks;

WHEREAS, ASSIGNEE is desirous of acquiring the Trademarks;

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR does hereby assign, transfer, and sell unto said ASSIGNEE the entire right, title, and interest in and to the Trademarks and the associated usage and goodwill, including all rights of action against third parties for past, present and future infringement or other unauthorized use of the Trademarks, the same to be held and enjoyed by said ASSIGNEE as fully and entirely as the same would have been held by ASSIGNOR had this transfer, assignment, and sale not been made.

ASSIGNOR hereby warrants and covenants that it has the full power and authority to convey the rights, title, and interest herein assigned, transferred, and sold to ASSIGNEE, that it has not executed and will not execute any agreement in conflict herewith, and that it will execute

any and all other instruments which may be necessary to perfect and evidence ASSIGNEE's ownership of the property and rights herein conveyed.

The Parties agree that this Assignment constitutes the entire agreement between ASSIGNOR and ASSIGNEE with respect to the subject matter hereof. The Parties also agree that no modification or waiver or any amendment to any provision of this Assignment shall be binding upon either party unless it is made in writing and signed by both Parties.

This Assignment may be signed in counterparts, each of which shall be deemed an original but all of which shall together constitute one instrument.

IN WITNESS WHEREOF, ASSIGNOR, intending to be legally bound, has caused this Assignment to be executed by its duly authorized officer.

NORTHROP GRUMMAN CORPORATION

Kathleen M. Salmas

By: *Kathleen M. Salmas*

Title: *Assistant Secretary*

Sworn to and subscribed before me this 4th day of January, 2011
~~December~~, 2010.

[SEAL]



Lynne M. Witmer

Notary Public

Name: *Lynne M. Witmer*

My Commission Expires: *Aug 29, 2011*

32318047

EXHIBIT A

<i>TRADEMARK</i>	<i>U.S. REGISTRATION NUMBER</i>
4 ½ ACRES OF SOVEREIGN U.S. TERRITORY. ANYTIME. ANYWHERE.	2,501,648
4/12 ACRES OF SOVEREIGN U.S. TERRITORY	2,501,647
90,000 TONS OF DIPLOMACY	2,435,323
ENTERPRISE	2,823,143
VASCIC VIRGINIA ADVANCED SHIPBUILDING AND CARRIER INTEGRATION CENTER	2,938,491