

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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08/28/2013
 900264851

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
L-3 Services, Inc.		12/20/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	L-3 Applied Technologies, Inc.
Street Address:	10770 Wateridge Circle
City:	San Diego
State/Country:	CALIFORNIA
Postal Code:	92121
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	2707440	PIXELRAY

CORRESPONDENCE DATA	
Fax Number:	6196881322
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	619-688-1300
Email:	email@nydegger.com
Correspondent Name:	Neil K. Nydegger
Address Line 1:	348 Olive Street
Address Line 4:	San Diego, CALIFORNIA 92103

ATTORNEY DOCKET NUMBER:	1145717
NAME OF SUBMITTER:	Neil K. Nydegger
Signature:	/Neil K. Nydegger/
Date:	08/28/2013

OP \$40.00 2707440

Total Attachments: 4

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CONTRIBUTION AGREEMENT

CONTRIBUTION AGREEMENT, dated December 20, 2011, between L-3 Services, Inc., a Delaware corporation (“Transferor”), and L-3 Applied Technologies, Inc., a Delaware corporation (“Transferee”).

WHEREAS, as of the Effective Time (as defined below), Transferee will be a wholly-owned subsidiary of Transferor; and

WHEREAS, Transferor desires to contribute to Transferee all of Transferor’s assets primarily related to its Applied Technologies division other than the assets set forth on Exhibit A, if any (collectively, the “Assets”), subject to all of Transferor’s liabilities primarily related to its Applied Technologies division other than the liabilities set forth on Exhibit A, if any (collectively, the “Liabilities”), as of 11:58 p.m. on December 31, 2011 (the “Effective Time”).

NOW THEREFORE, in consideration of the mutual covenants, representations and warranties made herein and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties hereto agree as follows:

1. As of the Effective Time, Transferor hereby contributes, assigns, transfers, conveys to and vests in Transferee, its successors and assigns, all of Transferor’s right, title and interest, legal and equitable, in and to all of the Assets, to have, hold and use forever.

2. As of the Effective Time, Transferee hereby undertakes, assumes and agrees to perform, pay and discharge all of the Liabilities.

3. Notwithstanding anything to the contrary in this Agreement, this Agreement shall not constitute an assignment or transfer of any Asset or interest therein as to which (i) an assignment or transfer thereof without a consent of (or filing with) a third party or governmental authority (a “Required Consent”) would constitute a breach or violation thereof or of applicable law, or would adversely affect the rights or obligations thereunder to be assigned or transferred to Transferee, and (ii) all such Required Consents shall not have been obtained with respect to such Asset or interest therein prior to the date hereof. Any transfer or assignment to Transferee by Transferor of any such Asset or interest therein (a “Delayed Asset”), and any assumption by Transferee of any corresponding Liability (a “Delayed Liability”), shall be made subject to all such Required Consents in respect of such Delayed Asset being obtained. If there are any Delayed Assets, Transferor shall use its reasonable best efforts to obtain all Required Consents in respect thereof as promptly as practicable following the date hereof, and shall obtain such Required Consents without any further cost to Transferee. Until all Required Consents with respect to each Delayed Asset have been obtained, (a) Transferor shall hold the Delayed Asset on behalf of Transferee, (b) Transferor shall cooperate with Transferee for no additional consideration in any lawful arrangement (including subleasing or subcontracting, or performance thereunder by Transferor as

Transferee's agent) to provide Transferee with all of the benefits (taking into account tax consequences) under any such Delayed Asset, (c) to the extent of any benefits received by Transferee under clause (b) above, Transferee shall assume any corresponding Delayed Liabilities and (d) Transferor shall otherwise enforce and perform for the account of and as directed by Transferee any other rights of Transferor arising from such Delayed Asset. At such time and on each occasion after the date hereof as all Required Consents with respect to a Delayed Asset have been obtained, such Delayed Asset shall, by virtue of this Agreement and without any requirement on the part of Transferor or Transferee to take any further action, automatically be transferred and assigned by Transferor to Transferee for no additional consideration, and all corresponding Delayed Liabilities shall be simultaneously assumed by Transferee.

4. The parties contemplate that this transaction will qualify as a transaction described in Section 351 of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder.

5. As of the Effective Time, Transferor hereby constitutes and appoints Transferee, its successors and assigns, the true and lawful attorney and attorneys of Transferor with full power of substitution in the name and stead of Transferor and its successors and assigns to demand and receive any and all of the Assets and to give receipts and releases for and in respect to the same or any part thereof, to endorse any claim or right of any kind in respect thereof and to do all acts and things in relation to the Assets which the Transferee, its successors or assigns, may deem desirable, Transferor hereby declaring that the foregoing powers are coupled with an interest and are not revocable and shall not be revoked by Transferor for any reason whatsoever.

6. In addition to, and without limiting the actions specifically provided for elsewhere in this Agreement, each of the parties hereto shall cooperate with each other and use reasonable best efforts, on and after the Effective Time, to take, or cause to be taken, all actions, and to do, or cause to be done, all things reasonably necessary on its part under applicable law or contractual obligations to consummate and make effective the transactions contemplated by this Agreement.

7. Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon or give to, any person, firm or corporation other than Transferee and Transferor and their respective successors and assigns, any remedy or claim under or by reason of this Agreement or any term, covenant or condition hereof, and all the terms, covenants and conditions, promises and agreements contained in this Agreement shall be for the sole and exclusive benefit of Transferee and Transferor and their respective successors and assigns.

8. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

9. This Agreement may be amended, extended, superseded, canceled or renewed, and the terms hereof may be waived, only by a written instrument signed by the parties, or, in the case of a waiver, by the party waiving compliance. No delay on the part of any party in exercising any right, power or privilege hereunder shall operate as a


waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or the exercise of any other such right, power or privilege.

10. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE WITHOUT REGARD TO THE CHOICE OF LAW PRINCIPLES THEREOF.


11. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original but all such counterparts together shall constitute one and the same instrument. Each counterpart may consist of a number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered by their respective duly-authorized officers on the date first above written.

L-3 APPLIED TECHNOLOGIES, INC.

By: 
Name: Steven M. Post
Title: Senior Vice President

L-3 SERVICES, INC.

By: 
Name: Steven M. Post
Title: Senior Vice President

CONTRIBUTION AGREEMENT
EXHIBIT A

Applied Technologies (ATAG) division

Excluded Assets:

- None

Excluded Liabilities:

- Any balances included in HFM account 200270 with the following divisions as of the Effective Time:

HFM Division	Description	(Dr)/Cr Balance at 11/30/11*
2247TSSA	Services Group Adj	0
2243C2S2	Command & Control Systems & Software	860,387
2244GSEA	GSE	9,816,100
2052LOTS	Linguist Op. & Tech. Supports	0
2041MPRS	MPRI	0
2234LTHQ	Titan Corporate	(743,205)
2049ENGL	Engility	0
2228TTWL	Titan Wireless	0
2226TLWL	Lincom Wireless	0
2227TCAY	Cayenta	0
		9,933,282

* For informational purposes. The amount of Excluded Liabilities should be the amount included in HFM as of the Effective Time.