

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM318697

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Exelis Holdings Inc.	FORMERLY HXSI Inc.	09/26/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Vectrus, Inc.		
Street Address:	655 Space Center Drive		
City:	Colorado Springs		
State/Country:	COLORADO		
Postal Code:	80915		
Entity Type:	CORPORATION: INDIANA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86198052	VECTRUS	
CORRESPONDENCE DATA			
Fax Number:	6502515002		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(650) 251-5027		
Email:	ksolomon@stblaw.com		
Correspondent Name:	Marcela Robledo, Esq.		
Address Line 1:	Simpson Thacher & Bartlett LLP		
Address Line 2:	2475 Hanover Street		
Address Line 4:	Palo Alto, CALIFORNIA 94304		
ATTORNEY DOCKET NUMBER:	027342/0009		
NAME OF SUBMITTER:	Marcela Robledo		
SIGNATURE:	/mr/		
DATE SIGNED:	10/01/2014		
Total Attachments: 9			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of September 26, 2014 ("Effective Date") by and between **EXELIS HOLDINGS INC.**, a Delaware corporation (formerly known as HXSI INC.), with its principal office at 1650 Tysons Blvd, McLean, VA 22102 ("Assignor"), and **VECTRUS, INC.**, an Indiana corporation, with its principal office at 655 Space Center Drive, Colorado Springs, CO 80915 ("Assignee", each of Assignor and Assignee a "Party", and collectively, the "Parties").

WHEREAS, pursuant to the Distribution Agreement (the "Distribution Agreement" – capitalized terms used but not defined herein shall have the meaning therein) dated [as of the date hereof] among Exelis Inc. and Vectrus, Inc., the parties therein have agreed to allocate and transfer to Assignee all of the assets and liabilities related to the Vectrus Business;

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in, to and under those United States and foreign trademarks and trade names set forth on Schedule A attached hereto, together with the goodwill of the business associated therewith (collectively, the "Marks");

WHEREAS, pursuant to Section 4.4(m) of the Distribution Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all right, title and interest to the Marks; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee its entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the United States Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign jurisdictions, to record Assignee as the assignee and owner of the Marks.

This Assignment shall be governed by and construed in accordance with the Laws, but not the Laws governing conflicts of Laws, of the State of New York.

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IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

EXELIS HOLDINGS INC.

By: Thomas M. Blasey

Name: Thomas M. Blasey

Title: Assistant Secretary

VECTRUS, INC.

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

EXELIS HOLDINGS INC.

By: _____

Name: _____

Title: _____

VECTRUS, INC.

By: Michele Tyler

Name: Michele Tyler

Title: VP, General Counsel



STATE OF Virginia)
) SS.
COUNTY OF Fairfax)

On this 26th day of September, 2014, there appeared before me
Thomas M. Blawie, personally known to me, who acknowledged that he/she signed
the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of
Exelis Holdings Inc.

Amy Cowher
Notary Public # 307389
My Commission Expires 1/31/17

STATE OF)
) SS.
COUNTY OF)

On this ___ day of _____, 2014, there appeared before me
_____, personally known to me, who acknowledged that he/she signed
the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of
Exelis Systems Corporation.

Notary Public

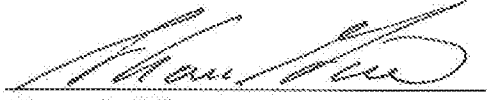
STATE OF)
) SS.
COUNTY OF)

On this ___ day of _____, 2014, there appeared before me _____, personally known to me, who acknowledged that he/she signed the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of Exelis Holdings Inc.

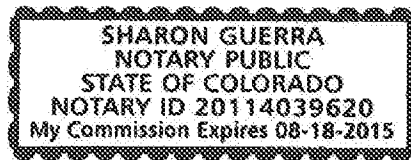
Notary Public

STATE OF)
) SS.
COUNTY OF)

On this 26 day of September, 2014, there appeared before me Michele Taylor, personally known to me, who acknowledged that he/she signed the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of Exelis Systems Corporation.



Notary Public



SCHEDULE A

MARKS

Country	Application Number	Application Date	Classes	Publication Date	Official Action
USA	86198052	20 Feb 2014	35-37-38-39-41-42-44-45		Raised
INTERNATIONAL REGISTRATION	<i>Not assigned yet</i>	20 Feb 2014	35-37-38-39-41-42-44-45		Raised
AUSTRALIA	<i>Not assigned yet</i>				
BAHRAIN	<i>Not assigned yet</i>				
CURAÇAO	<i>Not assigned yet</i>				
EGYPT	<i>Not assigned yet</i>				
ISRAEL	<i>Not assigned yet</i>				
JAPAN	<i>Not assigned yet</i>				
NORWAY	<i>Not assigned yet</i>				
OMAN	<i>Not assigned yet</i>				
SOUTH KOREA	<i>Not assigned yet</i>				

Country	Application Number	Application Date	Classes	Publication Date	Official Action
TURKEY	<i>Not assigned yet</i>				
EUROPEAN UNION	12615761	19 Feb 2014	35-37-38-39-41-42-44-45	6 May 2014	27 Feb 14
AFGHANISTAN	1725	22 Feb 2014	35-37-38-39-41-42-44-45		
BRAZIL	840798717	20 Feb 2014	35	20 May 2014	
BRAZIL	840798750	20 Feb 2014	37	20 May 2014	
BRAZIL	840798784	20 Feb 2014	38	20 May 2014	
BRAZIL	840798814	20 Feb 2014	39	20 May 2014	
BRAZIL	840798849	20 Feb 2014	41	20 May 2014	
BRAZIL	840798857	20 Feb 2014	42	20 May 2014	
BRAZIL	840798865	20 Feb 2014	44	20 May 2014	
BRAZIL	840798873	20 Feb 2014	45	20 May 2014	
CANADA	1664414	21 Feb 2014	35-37-38-39-41-42-44-45		
IRAQ (6 classes)	66687	26 Feb 2014	35-37-38-39-41-42		
JORDAN	132935	23 Feb 2014	35	Pending	
JORDAN	<i>Not assigned yet</i>	23 Feb 2014	37		7 Aug 2014
JORDAN	132937	23 Feb 2014	38	Pending	

Country	Application Number	Application Date	Classes	Publication Date	Official Action
JORDAN	132935	23 Feb 2014	39	Pending	
JORDAN	132909	23 Feb 2014	41	Pending	
JORDAN	<i>Not assigned yet</i>	23 Feb 2014	42		9 Aug 2014
JORDAN	<i>Not assigned yet</i>	23 Feb 2014	44		7 Aug 2014
JORDAN	<i>Not assigned yet</i>	23 Feb 2014	45		7 Aug 2014
KUWAIT	148724	24 Feb 2014	35		
KUWAIT	148725	24 Feb 2014	37		
KUWAIT	148726	24 Feb 2014	38		
KUWAIT	148727	24 Feb 2014	39		
KUWAIT	148728	24 Feb 2014	41		
KUWAIT	148729	24 Feb 2014	42		
KUWAIT	148730	24 Feb 2014	44		
KUWAIT	148731	24 Feb 2014	45		
QATAR	87760	11 Mar 2014	35		
QATAR	87761	11 Mar 2014	37		
QATAR	87762	11 Mar 2014	38		
QATAR	87763	11 Mar 2014	39		
QATAR	87764	11 Mar 2014	41		

Country	Application Number	Application Date	Classes	Publication Date	Official Action
QATAR	87765	11 Mar 2014	42		
SAUDI ARABIA	1435008115	3 Mar 2014	35	11 March 2014	
SAUDI ARABIA	1435008116	3 Mar 2014	37	11 March 2014	
SAUDI ARABIA	1435008117	3 Mar 2014	38	11 March 2014	
SAUDI ARABIA	1435008118	3 Mar 2014	39	11 March 2014	
SAUDI ARABIA	1435008119	3 Mar 2014	41	11 March 2014	
SAUDI ARABIA	1435008120	3 Mar 2014	42		24 March 2014
SAUDI ARABIA	1435008121	3 Mar 2014	44	11 March 2014	
SAUDI ARABIA	1435008122	3 Mar 2014	45	11 March 2014	
UNITED ARAB EMIRATES	206688	24 Feb 2014	35		
UNITED ARAB EMIRATES	206689	24 Feb 2014	37		
UNITED ARAB EMIRATES	206690	24 Feb 2014	38		
UNITED ARAB EMIRATES	206691	24 Feb 2014	39		
UNITED ARAB EMIRATES	206692	24 Feb 2014	41		
UNITED ARAB EMIRATES	206693	24 Feb 2014	42		
UNITED ARAB EMIRATES	206694	24 Feb 2014	44		
UNITED ARAB EMIRATES	206695	24 Feb 2014	45		