

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM408719

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Harris Corporation		12/13/2016	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Harris International, Inc.
Street Address:	1025 W. NASA Blvd.
City:	Melbourne
State/Country:	FLORIDA
Postal Code:	32919
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2165377	OS/COMET
Registration Number:	2301657	OS COMET
Registration Number:	4002527	FULLY MANAGED COMMUNICATIONS - FROM THE
Registration Number:	3811229	COMMANDACCESS
Registration Number:	3160935	PURIFILE
Serial Number:	86012708	XWAN
Registration Number:	3133664	WAVECOR
Registration Number:	2191984	ACUSIL

CORRESPONDENCE DATA

Fax Number: 9547617473

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.

Phone: 9547617473

Email: don.showalter@gray-robinson.com, ipdocket@gray-robinson.com

Correspondent Name: Donald S. Showalter

Address Line 1: 401 E. Las Olas Blvd.

Address Line 2: Suite 1000

Address Line 4: Ft. Lauderdale, FLORIDA 33301

NAME OF SUBMITTER:	Donald S. Showalter
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TRADEMARK

SIGNATURE:	/Donald S. Showalter/
DATE SIGNED:	12/13/2016
Total Attachments: 4 source=Trademark Assignment-Harris Corp. and Harris Intl.-EXECUTED#page1.tif source=Trademark Assignment-Harris Corp. and Harris Intl.-EXECUTED#page2.tif source=Trademark Assignment-Harris Corp. and Harris Intl.-EXECUTED#page3.tif source=Trademark Assignment-Harris Corp. and Harris Intl.-EXECUTED#page4.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is dated as of December 13, 2016, by and between Harris Corporation, a Delaware corporation (the "Assignor"), and Harris International, Inc., a Delaware corporation (the "Assignee").

WHEREAS, pursuant to the Conveyance Agreement, dated as of January 1, 2016 (as amended, modified or supplemented from time to time, the "Conveyance Agreement"), by and between the Assignor and the Assignee, the Assignor agreed to grant, contribute, sell, convey, assign, transfer and deliver, and the Assignee agreed to acquire and accept, all of the Assignor's right, title and interest in and to the Exelis Non-NY Intangible Assets, including the trademarks listed in Schedule 1 hereto, together with all goodwill associated therewith (the "Trademarks"), upon the terms and subject to the conditions set forth in the Conveyance Agreement;

WHEREAS, the Assignor and the Assignee desire to execute an instrument of assignment for purposes of recording the assignment of the Trademarks with the United States Patent and Trademark Office and the corresponding entities or agencies in any applicable foreign countries; and

WHEREAS, capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Conveyance Agreement.

NOW, THEREFORE, in consideration of the foregoing, the covenants and agreements contained herein and in the Conveyance Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement hereby agree as follows:

Section 1. Assignment. Effective as of the date of the Conveyance Agreements, the Assignor hereby sells, grants, conveys, transfers and assigns to the Assignee, and the Assignee hereby purchases, acquires and accepts from the Assignor, all of the Assignor's right, title and interest in and to the Trademarks, together with the rights to (a) all income, royalties, damages and payments related thereto, (b) bring actions, defend against or otherwise recover for past, present or future infringements thereof and (c) apply for, make filings with respect to and maintain all registrations, renewals and extensions thereof.

Section 2. Acknowledgement. The Assignor hereby acknowledges and agrees that from and after the date of the Conveyance Agreements, as between the parties, the Assignee shall be the exclusive owner of the Trademarks. The Assignor hereby authorizes and requests the Commissioner for Trademarks of the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries, to record the Assignee as the assignee and owner of the Trademarks registered in the corresponding jurisdiction. The parties hereby acknowledge and affirm that their respective rights in and to the Trademarks are more fully set forth in the Conveyance Agreement. In the event of any conflict between the terms of this

Agreement and the terms of the Conveyance Agreement, the terms of the Conveyance Agreement shall control.

Section 3. Cooperation. This Agreement has been executed and delivered by the Assignor for the purpose of recording the assignment herein with the appropriate government entity. At the Assignee's sole cost and expense, the Assignor shall execute and deliver such other documents and take all other actions which the Assignee, its successors and/or assigns may reasonably request to effect the terms of this Agreement and to perfect, protect or more fully evidence the Assignee's and its successors' and/or assigns' respective right, title and interest in and to the Trademarks, including, without limitation, its recordation in relevant U.S. and foreign local, state and national trademark offices.

Section 4. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware.

Section 5. Counterparts. This Agreement may executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for any of the other counterparts.

[Signature page follows]

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

Assignor:

HARRIS CORPORATION

By:  _____

Name: Anthony Deglomine

Title: Vice President, Deputy General Counsel

Assignee:

HARRIS INTERNATIONAL, INC.

By:  _____

Name: Patrick Baumann

Title: President and Treasurer

Schedule 1

TRADEMARKS

Mark	Jurisdiction	App. No.	Filing Date	Reg. No.	Reg. Date
OS/COMET	United States	75/221401	06-Jan-1997	2165377	16-Jun-1998
OS/COMET & Design	United States	75/490288	22-May-1998	2301657	21-Dec-1999
FULLY MANAGED COMMUNICATIONS - FROM THE GIG TO THE FOXHOLE	United States	85/212127	06-Jan-2011	4002527	26-Jul-2011
COMMANDACCESS	United States	76/698995	17-Aug-2009	3811229	29-Jun-2010
PURIFILE	United States	78/685704	04-Aug-2005	3160935	17-Oct-2006
xWAN	United States	86/012708	17-Jul-2013	N/A	N/A
WaveCor	United States	78171220	4-Oct.-2002	3133664	22-Aug-06
ACUSIL	United States	75/276116	17-Apr-1997	2191984	29-Sep-1998
LISA	Canada	1187231	08-Aug-2003	733004	22-Jan-2009
EDO	Canada	595305	17-Nov-1987	350501	27-Jan-1989