

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM421282

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Miltec LLC	FORMERLY Miltec Corporation	03/26/2016	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	General Atomics		
Street Address:	3550 General Atomics Court		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92121		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86459227	WIND DEFEATER	
CORRESPONDENCE DATA			
Fax Number:	2136291033		
<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:	(213) 488-7100		
Email:	james.swanson@pillsburylaw.com		
Correspondent Name:	Michael S. Horikawa, Esq.		
Address Line 1:	725 S. Figueroa Street, Suite 2800		
Address Line 4:	Los Angeles, CALIFORNIA 90017-5406		
ATTORNEY DOCKET NUMBER:	202102-450153		
NAME OF SUBMITTER:	Michael S. Horikawa		
SIGNATURE:	/msh/202102-450153/		
DATE SIGNED:	03/27/2017		
Total Attachments: 4			
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Assignment and Assumption Agreement

This Assignment and Assumption Agreement (the "Agreement"), effective as of March 26, 2016, is by and between General Atomics, a California corporation (the "Assignee"), and Miltec LLC, an Alabama limited liability company (the "Assignor").

WHEREAS, in connection with (i) the consummation of the transaction contemplated by the stock purchase agreement dated February 24, 2016, as amended, by and between Ducommun LaBarge Technologies, Inc. and the Assignee and (ii) the conversion of Miltec Corporation from an Alabama corporation to an Alabama limited liability company, the Assignor desires to assign to the Assignee all of the Assignor's assets other than the assets set forth on Schedule A attached hereto (the "Distributable Assets"); and

WHEREAS, for federal tax purposes, the assignment of the Distributable Assets pursuant to this Agreement is a non-event since the Assignor is disregarded as a separate entity from the Assignee.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment and Assumption. The Assignor hereby assigns, grants, conveys and transfers to the Assignee all of the Assignor's right, title and interest in and to the Distributable Assets. The Assignee hereby accepts such assignment and assumes all of the Assignor's duties and obligations under Distributable Assets and agrees to pay, perform and discharge, as and when due, all of the obligations of the Assignor under Distributable Assets accruing on and after the effective date of the assignments of each Distributable Asset.
2. No Representations or Warranties. The Assignee agrees and acknowledges that it is receiving the Distributable Assets from the Assignor, and understands and agrees that in conjunction with such assignment the Assignor is making no representations or warranties whatsoever, either express or implied.
3. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Alabama.
4. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other


means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

5. Further Assurances. Each of the parties hereto shall execute and deliver, at the reasonable request of the other party hereto, such additional documents, instruments, conveyances and assurances and take such further actions as such other party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

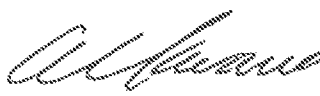
[SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first above written.

Miltec LLC

By: 
Name: Robert T. Hawley
Title: President

General Atomics

By: 
Name: Anthony G. Navarra
Title: Senior Vice President and
Treasurer

Schedule A

ASSETS NOT BEING ASSIGNED

1. Trade accounts receivable at 12:00am on March 16, 2016;
2. Trade accounts payable at 12:00am on March 16, 2016; and
3. The Government contracts identified on Attachment 1.