

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM540785

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
L3HARRIS TECHNOLOGIES, INC.		04/04/2019	Corporation:
EAGLE TECHNOLOGY, LLC		04/04/2019	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	ELBIT SYSTEMS OF AMERICA, LLC		
Street Address:	44700 Marine Creek Pkwy		
City:	Fort Worth		
State/Country:	TEXAS		
Postal Code:	76179		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	74441403	NIGHT ENFORCER	
Serial Number:	74144246	NIGHT MARINER	
Serial Number:	76074574	PINNACLE	
Serial Number:	85502294	I-AWARE	
CORRESPONDENCE DATA			
Fax Number:	3128278185		
<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:	3123721121		
Email:	kristen.moore@klgates.com		
Correspondent Name:	K&L Gates LLP		
Address Line 1:	P.O. Box 1135		
Address Line 4:	Chicago, ILLINOIS 60690-1135		
NAME OF SUBMITTER:	Stewart N. Mesher		
SIGNATURE:	/Stewart Mesher/		
DATE SIGNED:	09/13/2019		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the “Agreement”), dated as of September 13, 2019 (the “Effective Date”), is made by and among L3Harris Technologies, Inc. (formerly known as “Harris Corporation”), a Delaware corporation, and Eagle Technology, LLC, a Delaware limited liability company (each, an “Assignor” and together, the “Assignors”), on the one hand, and Elbit Systems of America, LLC, a Delaware limited liability company (“Assignee”) on the other hand.

WHEREAS, Assignors, Assignee and, solely for purposes of certain provisions therein, Elbit Systems Ltd., an Israeli corporation, have entered into that certain Asset Purchase Agreement dated as of April 4, 2019, as amended by the First Amendment to the Asset Purchase Agreement, dated as of June 21, 2019 (together, the “Asset Purchase Agreement”), pursuant to which the Assignors agreed to transfer to the Assignee the trademark and trademark applications set forth on Schedule A (collectively, the “Transferred Trademarks”); and

WHEREAS, on the terms and subject to the conditions set forth herein, Assignors desire to sell, assign and transfer, and Assignee desires to accept the sale, assignment and transfer of, the Transferred Trademarks.

NOW, THEREFORE, for good and valuable consideration, and in consideration of the premises and covenants set forth herein and in the Asset Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment of Transferred Trademarks. Assignors hereby sell, assign, transfer and deliver to Assignee, its successors and assigns, and Assignee hereby accepts the sale, assignment, transfer and delivery from Assignors of: (a) all of Assignors’ right, title and interest in and to the Transferred Trademarks set forth in Schedule A, together with the goodwill of the businesses symbolized by the Transferred Trademarks and associated therewith, and all other common law rights; and (b) the right to sue for past, present or future infringement of such Transferred Trademarks and to recover any damages and/or profits due or accrued for any such past, present or future infringement of such Transferred Trademarks, in each case, subject to licenses, covenants not to sue or other rights granted as of or prior to the Effective Date.

2. Authorization. Assignors hereby authorize and request the Commissioner of Patents and Trademarks of the United States, and any official of any other jurisdiction or organization whose duty it is to issue trademarks or any legal equivalent thereof, to record this Agreement.

3. Miscellaneous. This Agreement, and any and all proceedings commenced in connection with or relating to this Agreement, shall be governed by, and construed and enforced in accordance with, the Laws of the State of Delaware without regard to the conflict of law principles thereof (or any other jurisdiction) to the extent that such principles would direct a matter to another jurisdiction. EXCEPT AS SET FORTH IN THE ASSET PURCHASE AGREEMENT,


THE TRANSFERRED TRADEMARKS ARE SOLD, ASSIGNED AND TRANSFERRED "AS IS" AND WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF OR RELATED TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, VALIDITY OR ENFORCEABILITY. This Agreement shall be binding upon each Assignor's respective successors and assigns, and shall inure to the benefit of Assignee, its successors and assigns, as the case may be. In the case of conflict between this Agreement and the Asset Purchase Agreement, the terms and conditions of the Asset Purchase Agreement will govern. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

[Signature Page Follows]

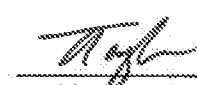
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

ASSIGNORS:

L3HARRIS TECHNOLOGIES, INC.

By: 
Name: Gregory A. Taylor
Title: Vice President, Corporate Strategy
and Development

EAGLE TECHNOLOGY, LLC

By: 
Name: Todd A. Taylor
Title: Vice President, Principal
Accounting Officer

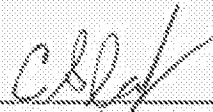
[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 006749 FRAME: 0951

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

ASSIGNEE:

ELBIT SYSTEMS OF AMERICA, LLC

By: 
Name: Clefus C. Glasener
Title: Vice President and Treasurer

Schedule A
Transferred Trademarks

<u>Docket No.</u>	<u>Country</u>	<u>Case Type</u>	<u>Trademark</u>	<u>Status</u>	<u>Appl. No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
621020.01982	US	ORD	NIGHT ENFORCER	Registered	74/441403	29-Sep-1993	1951746	23-Jan-1996
621020.04952	CA	ORD	NIGHT ENFORCER	Registered	761718	12-Aug-1994	492512	07-Apr-1998
621020.04953	EM	ORD	NIGHT ENFORCER	Registered	41533	01-Apr-1996	41533	27-Jan-1998
621020.01983	US	ORD	NIGHT MARINER	Registered	74/144246	04-Mar-1991	1834372	03-May-1994
621020.01985	US	ORD	PINNACLE	Registered	76/074574	21-Jun-2000	2869926	03-Aug-2004
621020.04960	CA	ORD	PINNACLE	Registered	1062348	08-Jun-2000	569162	21-Oct-2002
621020.01976	US	ORD	I-AWARE	Dropped	85/502294	22-Dec-2011	4293279	19-Feb-2013
621020.04929	AU	MPR	I-AWARE	Registered	1131945	24-May-2012	1521914	07-Mar-2013
621020.04930	CN	MPR	I-AWARE	Dropped	1131945	24-May-2012	1131945	02-Feb-2014
621020.04931	EM	MPR	I-AWARE	Registered	1131945	24-May-2012	1131945	24-May-2012
621020.04932	IN	ORD	I-AWARE	Pending	2351798	21-Jun-2012		
621020.04933	IL	MPR	I-AWARE	Registered	1131945	24-May-2012	250405	24-May-2012
621020.04934	JP	MPR	I-AWARE	Registered	1131945	24-May-2012	1131945	24-May-2012
621020.04935	NO	MPR	I-AWARE	Registered	1131945	24-May-2012	1131945	07-Jun-2013
621020.04936	SG	MPR	I-AWARE	Registered	1131945	24-May-2012	1131945	24-May-2012
621020.04937	KR	MPR	I-AWARE	Registered	1131945	24-May-2012	1131945	24-May-2012
621020.04938	CH	MPR	I-AWARE	Registered	1131945	24-May-2012	1131945	17-Jan-2014
621020.04939	TW	ORD	I-AWARE	Registered	101035047	22-Jun-2012	1580919	01-Jun-2013
621020.04940	TR	MPR	I-AWARE	Registered	1131945	24-May-2012	1131945	10-Feb-2014
621020.04941	AE	ORD	I-AWARE	Registered	175000	11-Jun-2012	175000	23-Sep-2014
621020.04942	WP	ORD	I-AWARE	Registered		24-May-2012	1131945	24-May-2012

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