

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM570404

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
L3 Security & Detection Systems, Inc.	FORMERLY L-3 Communications Security and Detection Systems, Inc.	04/03/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	L3 Technologies, Inc.		
Street Address:	1025 W. Nasa Blvd		
City:	Melbourne		
State/Country:	FLORIDA		
Postal Code:	32919		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3950210	RANGE-R	
Registration Number:	5757980	RANGE-R2D	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	rschwartz@paulweiss.com, aspoto@paulweiss.com, lfranco@paulweiss.com		
Correspondent Name:	Rebecca Schwartz		
Address Line 1:	Paul Weiss Rifkind Wharton & Garrison LLP		
Address Line 2:	1285 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10019-6064		
ATTORNEY DOCKET NUMBER:	21658-004		
NAME OF SUBMITTER:	Rebecca Schwartz		
SIGNATURE:	/Rebecca Schwartz/		
DATE SIGNED:	04/03/2020		

CH \$65.00 3950210

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “Agreement”) is dated as of April 3, 2020, by and between L3 Security & Detection Systems, Inc., a Delaware corporation (formerly known as L-3 Communications Security and Detection Systems, Inc.) (the “Assignor”), and L3 Technologies, Inc., a Delaware corporation (the “Assignee”).

WHEREAS, L3Harris Technologies, Inc., a Delaware corporation (the “Parent Company”), is party to that certain Sale Agreement (as amended, modified, supplemented or restated from time to time, the “Sale Agreement”), dated as of February 3, 2020, by and between the Parent Company, on behalf of itself and the other Sellers thereunder, Leidos, Inc., a Delaware corporation (the “Buyer”) and solely for purposes of Article IV and Section 12.18 therein, Leidos Holdings, Inc., a Delaware corporation, pursuant to which, among other things, all of the equity interests in each of the Sold Companies, including the Assignor, will be sold, granted, conveyed and transferred to the Buyer;

WHEREAS, in accordance with Section 6.5 of the Sale Agreement and Exhibit C thereto, the Assignor is required to at any time prior to the Closing sell, grant, transfer or assign all of the CyTerra Assets to the Assignee or one or more of its Affiliates and, pursuant to that certain CyTerra Reorganization Agreement, dated as of March 27, 2020, by and among the Assignor, the Assignee and L3 Fuzing and Ordnance Systems, Inc., a Delaware corporation (the “Reorganization Agreement”), the Assignor has agreed to distribute, grant, transfer and assign to the Assignee, and the Assignee has agreed to acquire and accept, all of the Assignor’s right, title and interest in and to such assets, including the trademarks listed in Schedule 1 hereto, together with all goodwill associated therewith (the “Trademarks”); and

WHEREAS, the Assignor desires to distribute, grant, transfer and assign to the Assignee, and the Assignee desires to acquire and accept, all of the Assignor’s right, title and interest in and to the Trademarks.

NOW, THEREFORE, in consideration of the foregoing 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 hereof, the Assignor hereby distributes, grants, transfers and assigns to the Assignee, and the Assignee hereby 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, misappropriations or other violations 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 hereof, 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 Reorganization Agreement. This Agreement is made and accepted subject to all of the terms, provisions and conditions of the Reorganization Agreement. The parties acknowledge and agree that the representations, warranties, covenants, agreements, disclaimers and indemnities contained in the Reorganization Agreement shall not be superseded or expanded hereby, but shall remain in full force and effect to the full extent provided therein. This Agreement is not intended to, and will not be construed in any way to, enhance, decrease or otherwise modify any of the rights or obligations contained in the Reorganization Agreement. In the event of any conflict between the terms, provisions and conditions of this Agreement and the terms, provisions and conditions of the Reorganization Agreement (including as to any matter which is addressed in the Reorganization Agreement and not in this Agreement), the terms, provisions and conditions of the Reorganization Agreement shall control.

Section 3. Cooperation. From time to time, pursuant to Assignee's request, and without further consideration by Assignee, Assignor shall execute, deliver and acknowledge such other instruments and documents of conveyance and transfer or assumption and shall take such other actions and shall execute and deliver such other documents, certifications and further assurances as Assignee may reasonably request in order to vest and confirm more effectively in Assignee title to or to put Assignee more fully in legal possession of, or to enable Assignee to use, any of the Trademarks including, without limitation, to enable Assignee (at Assignee's expense) to record its ownership of the Trademarks in relevant U.S. and foreign local, state and national trademark offices.

Section 4. Governing Law; Jurisdiction.

(a) 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 of the Laws that might otherwise govern under the applicable principles of conflict of laws of the State of Delaware (or any other jurisdiction).

(b) Each party agrees to submit to the exclusive jurisdiction of the Delaware Court of Chancery and any state appellate court therefrom within the State of Delaware (or, if the Delaware Court of Chancery declines to accept jurisdiction over a particular matter, any state or federal court within the State of Delaware), for the purpose of any Action against a party hereto with respect to the subject matter of, or related to, this Agreement. Each party irrevocably waives any objection which it may now or hereafter have to the venue of any Action arising out of or relating to this Agreement

brought as provided in this subsection, and further irrevocably waives any claim that any such Action brought in any such court has been brought in an inconvenient forum. To the extent a party has or may later acquire any immunity from jurisdiction of any court or from legal process with respect to itself or its property, such party hereby irrevocably waives such immunity under this subsection.

Section 5. Counterparts. This Agreement may be 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. Facsimile signatures or signatures received as a pdf attachment to electronic mail shall be treated as original signatures for all purposes of this Agreement. This Agreement shall become effective when, and only when, each party hereto shall have received a counterpart signed by all of the other parties hereto.

Section 6. Interpretation; Headings. The headings in this Agreement are for convenience of identification only and are not intended to describe, interpret, define or limit the scope, extent, or intent of any provision hereof. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Reorganization Agreement.

[Signature page follows]

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

Assignor:

L3 Security & Detection Systems, Inc.

By: 

Name: Scott Mikuen

Title: Secretary

Assignee:

L3 Technologies, Inc.

By: 

Name: Scott Mikuen

Title: Secretary

Schedule 1

TRADEMARKS

Mark	Country	Serial No.	Filing Date	Reg. No.	Reg. Date
RANGE-R	United States	85/034,202	10-May-2010	3,950,210	26-Apr-2011
RANGE-R2D	United States	86/929594	04-Mar-2016	5,757,980	21-May-2019