

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM693355

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
L3 Technologies, Inc.		12/06/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	NARDA Holdings, Inc.		
Street Address:	435 Moreland Road		
City:	Hauppauge		
State/Country:	NEW YORK		
Postal Code:	11788		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4891228	EXACTBEAM	
Registration Number:	5623003	L3 NARDA MITEQ	
Registration Number:	603544	NARDA	
Registration Number:	1686196	NARDALERT	
Registration Number:	2622929	MITEQ	
Registration Number:	2622953	MITEQ	
Registration Number:	4627130	EXACTBEAM	
CORRESPONDENCE DATA			
Fax Number:	6508385109		
<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:	650-838-3743		
Email:	jlik@shearman.com		
Correspondent Name:	SOPHIE ZANDER		
Address Line 1:	599 Lexington Avenue		
Address Line 2:	Shearman & Sterling LLP		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	42324-8		
NAME OF SUBMITTER:	SOPHIE ZANDER		
SIGNATURE:	/SOPHIE ZANDER/		

CH \$190.00 4891228

DATE SIGNED:	12/08/2021
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Total Attachments: 7

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Assignment") is effective as of December 6, 2021, by and between L3 Technologies, Inc., a Delaware corporation ("Assignor"), and NARDA Holdings, Inc., a Delaware corporation ("Assignee"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Purchase Agreement (as defined below).

WHEREAS, (a) (i) L3Harris Technologies, Inc., a Delaware corporation, (ii) Asset Seller and (iii) L-3 Communications Holding GmbH, a limited liability company (*Gesellschaft mit beschränkter Haftung*) organized under the Laws of Germany, on the one hand, and (b) (i) Assignee and (ii) NARDA Euro AcquiCo, GmbH, a limited liability company (*Gesellschaft mit beschränkter Haftung*) organized under the Laws of Germany, on the other hand, have entered into that certain Purchase and Sale Agreement (such agreement, the "Purchase Agreement") providing for the sale and assignment of the Transferred Assets and the Shares (as defined in the Purchase Agreement);

WHEREAS, pursuant to the terms of the Purchase Agreement, Assignor and Assignee desire that Assignee acquire all right, title and interest in and to all of the following owned by Assignor: all registered and unregistered trademarks, service marks, trade names, service names, brand names, trade dress rights, slogans, logos, corporate names and other identifiers of source or goodwill, and all registrations, applications and renewals thereof, set forth on Schedule A attached hereto, together with the goodwill associated with the foregoing (collectively, the "Assigned Trademarks"); and

WHEREAS, Assignor wishes to assign to Assignee all right, title and interest in and to the Assigned Trademarks and Assignee desires to become the new owner of the Assigned Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, each intending to be legally bound, hereby agree as follows:

1. Assignor, without any reservation of right, does hereby contribute, assign, transfer and set over to Assignee, free and clear of all liens and encumbrances, and Assignee hereby accepts, the entire right, title and interest in and to the Assigned Trademarks together with the goodwill associated therewith, including all rights therein provided by international conventions and treaties, all rights of priority and renewals, all income, royalties or payments in respect of the Assigned Trademarks due or payable as of the date hereof or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement, dilution or other unauthorized use or violation of the Assigned Trademarks, with the right to sue for, and collect the same, including for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives, and with the right to sue for, and be granted, an injunction or other remedy available under Law, whether temporary,

preliminary or permanent.

2. Assignee hereby authorizes and requests the Commissioner for Trademarks of the United States and any analogous individual or agency, including in other countries or jurisdictions, to record Assignee as owner of the Assigned Trademarks, including any variations thereof, including for the use and enjoyment of Assignee, its successors, assigns or other legal representatives, and to issue any and all registrations from any and all applications for registration included in the Assigned Trademarks to and in the name of Assignee.

3. Assignor hereby constitutes and appoints Assignee and its successors and assigns the true and lawful attorney and attorneys of Assignor, with full power of substitution, in the name of Assignee or in the name and stead of Assignor, but on behalf of and for the benefit of Assignee, its successors and assigns:

(a) to collect, demand and receive the Assigned Trademarks transferred hereunder and to give receipts and releases for and in respect of the same;

(b) to institute and prosecute in Assignor's name, or otherwise, at the expense and for the benefit of Assignee, any and all actions, suits or proceedings, at law, in equity or otherwise, which Assignee may deem proper in order to collect, assert or enforce any claim, right or title of any kind in or to the Assigned Trademarks, to defend or compromise any and all such actions, suits or proceedings in respect of the Assigned Trademarks, and to do all such acts and things in relation thereto as Assignee shall deem advisable for the collection or reduction to possession of the Assigned Trademarks; and

(c) to take any and all other reasonable action designed to vest more fully in Assignee the Assigned Trademarks and in order to provide for Assignee the benefit, use, enjoyment and possession of the Assigned Trademarks, at Assignee's expense.

4. Assignor shall provide Assignee, its successors, assigns or other legal representatives, with reasonable cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all documentation as may be reasonably required or useful) in the implementation, recordation or perfection of this Assignment or as otherwise reasonably necessary to effectuate the assignment contemplated herein, including the execution and delivery of documents in connection with (a) the preparation and prosecution of any application for registration of the Assigned Trademarks, and (b) the prosecution or defense of any opposition, cancellation, infringement or other action that may arise in connection with any of the Assigned Trademarks, including testifying as to any facts relating to the Assigned Trademarks and this Assignment.

5. This Assignment, and any and all Actions commenced in connection with or relating to this Assignment, 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. Each party agrees to submit to the exclusive jurisdiction of the Court of Chancery for the State of Delaware in and for New Castle County, Delaware (or, in the event that such court does not have subject matter jurisdiction over an Action, the United States District Court for the District of Delaware) for the purpose of any Action against a party hereto with respect to the subject matter of, or related to, this Assignment. 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 Assignment 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. Each party to this Assignment agrees that service of process shall be made in accordance with the notice provisions set forth in Section 13.3 of the Purchase Agreement.

6. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS ASSIGNMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS ASSIGNMENT OR THE CONTEMPLATED TRANSACTIONS OR ANY DISPUTES RELATING HERETO OR THERETO.


7. This Assignment may be executed in 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 Assignment or any counterpart hereof to produce or account for any of the other counterparts. Electronic signatures or signatures received as a pdf attachment to electronic mail shall be treated as original signatures for all purposes of this Assignment. This Assignment shall become effective when, and only when, each party hereto shall have received a counterpart signed by all of the other parties hereto.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be signed and executed by its undersigned officers thereunto duly authorized on the respective dates written below.

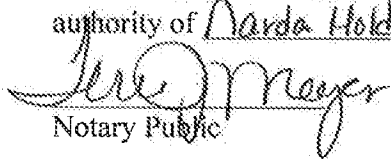
ASSIGNEE:

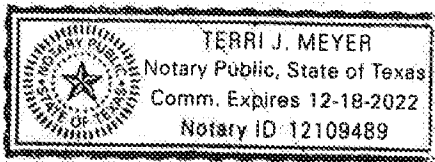
NARDA HOLDINGS, INC.

By: 
Name: Glenn M. Shor
Title: Vice President and Assistant Secretary
Date: December 6, 2021

STATE OF Texas)
COUNTY OF Dallas) SS.

On this 6th day of December 2021,
there appeared before me Glenn M. Shor,
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 Narda Holdings, Inc.


Notary Public



[Signature Page to the Trademark Assignment Agreement]

SCHEDULE A

Trademark	Country	Reg. No. / Date	App. No. / Filed	Owner	Status
NARDA	Australia	961597 14-JUL-2003	961597 14-JUL-2003	L-3 Communications Corporation (name change to L3 Technologies, Inc. has been filed)	Registered
MITEQ & Design	Canada	TMA603432 27-FEB-2004	1143529 12-JUN-2002	L3 Technologies, Inc.	Registered
NARDA	Canada	TMA140272 14-MAY-1965	285302 23-OCT-1964	The Narda Microwave Corp.	Registered
EXACTBEAM	EUTM	12427712 10-JUN-2014	12427712 13-DEC-2013	L-3 Applied Technologies, Inc.	Registered
EXACTBEAM	EUTM	12427969 22-AUG-2014	12427969 13-DEC-2013	L-3 Applied Technologies, Inc.	Registered
MITEQ	EUTM	2707560 04-NOV-2003	2707560 16-MAY-2002	L3 Technologies, Inc.	Registered
MITEQ & Design	Israel	157105 05-AUG-2003	157105 15-MAY-2002	L3 Technologies, Inc.	Registered
MITEQ & Design	Israel	157106 05-AUG-2003	157106 15-MAY-2002	L3 Technologies, Inc.	Registered
NARDA	Israel	37188 07-MAR-1973	37188 07-MAR-1973	L3 Technologies, Inc.	Registered
NARDA	Italy	638468 20-DEC-1994	241983 13-MAY-1992	The Narda Microwave Corp.	Registered
NARDA	Italy	1007940 17-MAY-2006	2002901064190 18-NOV-2002	The Narda Microwave Corp.	Registered
MITEQ	Japan	4759951 26-MAR-2004	2002-039430 15-MAY-2002	L3 Technologies, Inc.	Registered
NARDA	Norway	89322 11-OCT-1973	114183 07-MAR-1973	The Narda Microwave Corp.	Registered
NARDA	Switzerland	P-516584 02-DEC-2003	52462/2003 12-JUL-2003	L-3 Communications Corporation (name change to L3 Technologies, Inc. has been filed)	Registered
NARDA	United Kingdom	2337821 05-DEC-2003	2337821 15-JUL-2003	L-3 Communications Corporation (name change to L3 Technologies, Inc. has been filed)	Registered
EXACTBEAM	United States	4891228 26-JAN-2016	86312344 17-JUN-2014	L-3 Applied Technologies, Inc.	Registered
L3 NARDA MITEQ	United States	5623003 04-DEC-2018	86593821 10-APR-2015	L3 Technologies, Inc.	Registered

Trademark	Country	Reg. No. / Date	App. No. / Filed	Owner	Status
NARDA	United States	603544 22-MAR-1955	71/649320 24-JUN-1953	L3 Technologies, Inc.	Registered
NARDALERT	United States	1686196 12-MAY-1992	74173983 06-JUN-1991	L3 Technologies, Inc.	Registered
MITEQ	United States	2622929 24-SEP-2002	76018103 01-APR-2000	L3 Technologies, Inc.	Registered
MITEQ	United States	2622953 24-SEP-2002	76029527 19-APR-2000	L3 Technologies, Inc.	Registered
EXACTBEAM	United States	4627130 28-OCT-2014	85959557 13-JUN-2013	L3 Technologies, Inc.	Registered