

06-19-1998

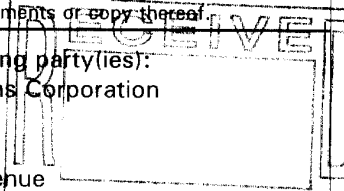


SHEET

To The Honorable Commission

100742835

See attached original documents or copy thereof.



MS 6-17-98

1. Name of conveying party(ies):
 Lockheed Martin Corporation

() Individual(s) () Association
 () General Partnership () Limited Partnership
 (X) Corporation-State: Maryland
 () Other:

2. Name and address of receiving party(ies):
 Name: L-3 Communications Corporation
 Internal Address:

Street Address: 600 Third Avenue
 City: New York
 State: New York ZIP: 10016

Additional name(s) of conveying party(ies) attached? () YES (X) NO

() Individual(s) citizenship:

() Association:

() General Partnership:

() Limited Partnership:

(X) Corporation-State: Delaware

() Other:

If assignee is not domiciled in the United States, a domestic representative designation is attached: () YES (X) NO

(Designation must be a separate document from Assignment)

Additional name(s) & address attached? () YES (X) NO

3. Nature of Conveyance:
 (X) Assignment () Merger
 () Security Agreement () Change of Name
 () Other:

Execution Date: April 30, 1997

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)
 75/101,567

B. Trademark registration No.(s)

Additional numbers attached? () YES (X) NO

5. Name and address of party to whom correspondence concerning documents should be mailed:

Name: Laura G. Miller
 Internal Address:
 WOODCOCK WASHBURN KURTZ MACKIEWICZ &
 NORRIS LLP
 One Liberty Place - 46th Floor

Street Address: 1650 Market Street
 City: Philadelphia State: Pennsylvania
 ZIP: 19103-7301

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41):.....\$40.00

(X) Enclosed

(X) Authorized to be charged to deposit account

8. Deposit account number: 23-3050

(Attach duplicate copy of this page if paying by deposit account)

06/18/1998 DCDATES 00000157 75101567

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Laura G. Miller

Laura G. Miller

June 16, 1998

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 12

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks

Box Assignments

Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project. (0651-0011).

TRADEMARK

REEL: 1743 FRAME: 0183

U.S. AND FOREIGN TRADEMARK ASSIGNMENT

THIS ASSIGNMENT, effective as of the 30th day of April, 1997 ("Effective Date"), by and between Lockheed Martin Corporation, a Maryland corporation located at 6801 Rockledge Drive, Bethesda, Maryland 20817 ("Lockheed Martin"), on behalf of itself and its Business Units (as defined in the Transaction Agreement) (collectively "Assignor") and L-3 Communications Corporation, a Delaware corporation located at 600 Third Avenue, New York, New York 10016 ("Assignee").

WHEREAS, Assignor is the exclusive owner of all right, title and interest in and to certain United States and foreign trademarks; and

WHEREAS, pursuant to the Transaction Agreement dated as of March 28, 1997 by and among Lockheed Martin, L-3 Communications Holdings, Inc. ("Holdings"), Lehman Brothers Capital Partners III, L.P., Frank C. Lanza and Robert V. Lapenta (the "Transaction Agreement"), Holdings is to acquire from Assignor the entirety of Assignor's right, title and interest in and to such trademarks; and

WHEREAS, Holdings will conduct the businesses sold to it under the Transaction Agreement through Assignee, a Subsidiary (as defined in the Transaction Agreement) of Holdings; and

WHEREAS, pursuant to Section 15.04 of the Transaction Agreement, Holdings may assign all or part of its rights and obligations thereunder to a wholly owned Subsidiary:

NOW, THEREFORE, for good and valuable consideration (including that recited in the Transaction Agreement), the receipt and adequacy of which is hereby acknowledged, Assignor does hereby assign, transfer and convey to Assignee and its successors, assigns and nominees forever, without any restrictions, reservations or limitations, Assignor's exclusive entire right, title and interest in and to the following:

1. All of its trademarks, trade names, service marks, service names and brand names in the United States, including without limitation the trademarks listed on Schedule A annexed hereto and the trade names listed on Schedule B annexed hereto, together with the goodwill of Assignor's business appertaining thereto and/or symbolized thereby (the entirety of the above, collectively hereinafter "Trademarks");
2. Any and all other rights, priorities and privileges of Assignor provided under the laws of the United States and relevant nations, including without limitation the nations listed on Schedule A, or any multinational law, compact, treaty, protocol, convention or organization, with respect to the foregoing Trademarks ("Related Rights");
3. Any and all rights to sue at law or in equity for any infringement, imitation, impairment, distortion, dilution or other unauthorized use or conduct in derogation of the Trademarks and Related Rights occurring prior to the Effective Date, including the right to receive all proceeds and damages therefrom; and

4. Any and all rights to obtain renewals of registrations or other legal protections pertaining to the Trademarks and Related Rights.

Assignee, its successors and assigns, shall hold the rights to the foregoing for and during the existence of such Trademarks and Related Rights, and all renewals thereof, as fully and as entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

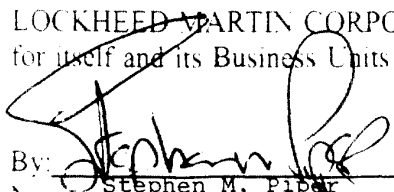
This Assignment is effective as of the Effective Date. Assignor shall, without further consideration, comply with a reasonable request by Assignee, at Assignee's expense, to execute promptly any additional documents provided by Assignee and to take promptly any further action necessary to protect, secure and vest good, valid and marketable title to the Trademarks and Related Rights in Assignee and to record this Assignment with all appropriate authorities.

The parties agree that the assignment of each trademark on Schedule A shall be construed as separable and divisible from the assignment of every other trademark. The unenforceability or invalidity of this Assignment with respect to any one trademark shall not limit its enforceability or validity, in whole or in part, with respect to any other trademark.

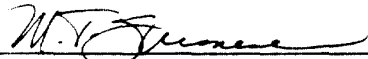
This Assignment may be signed in one or more counterparts, each of which shall be an original and all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each party and received by the other party

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be duly executed and delivered as of the 30th day of April, 1997.

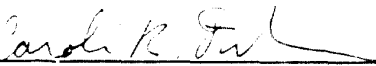
LOCKHEED MARTIN CORPORATION,
for itself and its Business Units ("Assignor")

By: 
Name: Stephen M. Piper
Title: Assistant Secretary

L-3 COMMUNICATIONS HOLDINGS, INC.,
for itself and L-3 Communications
Corporation ("Assignee")

By: 
Name: Michael T. Strianese
Title: Vice President, Finance and
Controller

Subscribed and sworn to before
me this 30th day of April, 1997


Notary Public

Carol R. Fink
NOTARY PUBLIC, State of New York
NO. 01F78090636
Qualified in New York County
Certificate Filed in New York County
Commission Expires October 10, 1997

Schedule A

Schedule A - Trademarks

TRADEMARKS

Loral Microwave - Narda

<u>TYPE</u>	<u>COMPANY</u>	<u>NUMBER</u>	<u>COUNTRY</u>	<u>DESCRIPTION</u>	<u>DATE ISSUED</u>
1 TRADEMARK		140,502	CANADA	MICROWAVE DESIGN LOGO & RENEWAL	28 May 80
2 TRADEMARK		603,544		"NARDA"	14 May 65
3 TRADEMARK		140,272	CANADA	"NARDA"	14 May 65
4 TRADEMARK		679,250		"LOGO"	26 May 59
5 ASSIGNMENT				TRDMRK "NASS RES & DEVEL ASSOC" TO NARDA	22 May 55
6 ASSIGNMENT	SPERRY			SPERRY "MICROLINE" TRADEMARK	11 May 67
7 ASSIGNMENT	SPERRY	914,255	AUSTRALIA	TRADEMARK "MICROLINE" FROM SPERRY	
8 ASSIGNMENT	SPERRY	187,327	ITALY	TRADEMARK "MICROLINE"	17 Mar 71
9 TRADEMARK		910,919		"PROBE"	21 Apr 71
10 TRADEMARK		517,211	ARGENTINA	"MICROLINE" - CLASS 26	
11 TRADEMARK	SPERRY	441,990		"MICROLINE" - CLASS 26	
12 TRADEMARK	SPERRY			"MICROLINE" - CLASS 21	
13 TRADEMARK				"MICROLINE" - CERTIFICATE OF RENEWAL	
14 TRADEMARK		928,184		"MICROLINE" - CLASS 21	01 Feb 72
15 TRADEMARK		952,585		"NARDCOM"	06 Feb 73
16 TRADEMARK		855,831	FRANCE	"NARDA"	19 May 72

<u>TYPE</u>	<u>COMPANY</u>	<u>NUMBER</u>	<u>COUNTRY</u>	<u>DESCRIPTION</u>	<u>DATE ISSUED</u>
17 APPLICATION		956,396		TRADEMARK "MICROLINE" IN TWO CLASSES	
18 TRADEMARK		49,958	DENELUX	"NARDA"	01 Sep 72
19 TRADEMARK			ARGENTINA	"NARDA"	09 Feb 73
20 TRADEMARK		903,162	GERMANY	"NARDA"	29 May 72
21 TRADEMARK		517,211	ARGENTINA	"NARDA"	
22 TRADEMARK		3,459	DENMARK	"NARDA"	16 Nov 73
23 TRADEMARK		258,732	AUSTRALIA	"NARDA"	24 May 72
24 TRADEMARK		992,509	GREAT BRITAIN	"NARDA"	23 May 72
25 TRADEMARK		114,283	NORWAY	"NARDA"	11 Oct 73
26 TRADEMARK		268,085	SWITZERLAND	"NARDA"	06 Mar 73
27 TRADEMARK		283,719	ITALY	"NARDA"	04 Jul 74
28 TRADEMARK		37,188	ISRAEL	"NARDA"	07 Mar 73
29 TRADEMARK		603,544		"NARDA"	22 Mar 75
30 TRADEMARK		6,780,572	JAPAN	"NARDA"	06 Aug 75
31 TRADEMARK		37,188	ISRAEL	"NARDA"	07 Mar 80
32 TRADEMARK			ARGENTINA	"NARDA"	28 Jan 83
33 TRADEMARK			JAPAN	"NARDA"	06 Dec 85
34 TRADEMARK			INDIA	"NARDA"	12 Mar 80
35 TRADEMARK		34,591,973	DENMARK	"NARDA"	16 Nov 83
36 TRADEMARK			INDIA	"NARDA"	12 Mar 87

<u>TYPE</u>	<u>COMPANY</u>	<u>NUMBER</u>	<u>COUNTRY</u>	<u>DESCRIPTION</u>	<u>DATE ISSUED</u>
37 TRADEMARK		89,322	NORWAY	"NARDA"	11 Oct 83
38 TRADEMARK		2,385		NARDALERT TRADEMARK	18 Jan 91
39 TRADEMARK		89,322	NORWAY	NARDA TRADEMARK	11 Oct 93
40 TRADEMARK		03,459,973	DENMARK		01 Nov 93
41 TRADEMARK		37,188	ISRAEL	NARDA TRADEMARK	07 Mar 94
42 TRADEMARK		1,202,619	FRANCE	NARDA TRADEMARK	01 Mar 94
43 TRADEMARK		1,606,196		NARDALERT TRADEMARK	12 May 92
44 TRADEMARK		903,182	GERMANY	NARDA TRADEMARK	21 May 92
45 TRADEMARK		74/610,670		CELLGUARD	05 Sep 95
46 TRADEMARK		74/610,670		CELLGUARD WITH CHANGE TO RADIO FREQ PWR MONITOR	05 Sep 95
47 TRADEMARK		TMA 140,272	CANADA	NARDA	12 May 95
48 TRADEMARK		1,938,603		CELLGUARD CERTIFICATE OF REGISTRATION	28 Nov 95
49 TRADEMARK		1,542,673	ARGENTINA	NARDA	31 Oct 94
50 TRADEMARK RENEW		603,544		NARDA	22 Mar 95
51 TRADEMARK		00,638,168	ITALY	NARDA	28 Mar 95
52 TRADEMARK		286,606	INDIA	NARDA	12 Mar 94
53 TRADEMARK		1,929,648	ARGENTINA	NARDA	25 Jul 94

<u>Name of Mark</u>	<u>U.S. Reg. No./Serial No.</u>
TECHNOLOGY@HEART	Ser. No. 75/101,567
CardioPACS	none
Marcom 1001	none
Marcom 2000	none
CP-8000	none
IDEWS	none
ARM/DC	none

Schedule B

TRADEMARK
REEL: 1743 FRAME: 0192

Schedule B - Trade Names

TRADE NAMES

- Narda
- Conic
- Randtron
- Fairchild (when used in by or in connection with
the Advanced Recorders Business Unit)