

03-09-2005



102956038  
TRADEMARKS ONLY

ER SHEET

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

3.7-05

**1. Name of conveying party(ies)/Execution Date(s)**  
TDY Holdings, LLC

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation  
 Other Limited Liability Company

Citizenship (see guidelines) Delaware  
Execution Date(s) November 29, 2004  
Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**  
Additional names, addresses, or citizenship attached?  Yes  No

Name: Teledyne Technologies Incorporated  
Internal  
Address: \_\_\_\_\_  
Street Address: 12333 West Olympic Boulevard  
City: Los Angeles  
State: California 90064  
Country: U.S.A.

Association      Citizenship \_\_\_\_\_  
 General Partnership      Citizenship \_\_\_\_\_  
 Limited Partnership      Citizenship \_\_\_\_\_  
 Corporation      Citizenship Delaware  
 Other \_\_\_\_\_      Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**3. Nature of conveyance:**

Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

**4. Application number(s) or registration number(s) and identification or description of Trademark.**

A. Trademark Application No.(s) \_\_\_\_\_  
B. Trademark Registration No.(s) \_\_\_\_\_  
(see attached schedule)

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Mary Dalton Baril  
Internal Address: One James Center  
Street Address: 901 E. Cary Street  
City: Richmond  
State: Virginia      Zip: 23219-4030  
Phone Number: 804-775-1169  
Fax Number: 804-698-2009  
Email Address: mbaril@mcguirewoods.com

**6. Total number of applications and registrations involved:** 23

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$590.00**

Authorized to be charged by credit card  
 Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

a. Credit Card      Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

**9. Signature:** Mary Baril      3-4-05  
Signature      Date

Mary Baril  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 5

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

03/MAR/2005 61000028 1009497  
 01 FC:6521  
 02 FC:6522  
 40.00  
 590.00  
 2005 MAR -7 AM 7:36  
 OPER/FINANCE

# SCHEDULE

## REGISTRATIONS

| <u>Mark</u>        | <u>U.S. Registration No.</u> | <u>Registration Date</u> |
|--------------------|------------------------------|--------------------------|
| TELEDYNE           | 1,009,497                    | April 29 1975            |
| TELEDYNE           | 1,027,815                    | December 23, 1975        |
| TELEDYNE           | 1,034,170                    | February 24, 1976        |
| TELEDYNE           | 1,035,647                    | March 16, 1976           |
| TELEDYNE           | 1,042,106                    | June 29, 1976            |
| TELEDYNE           | 1,063,567                    | April 12, 1977           |
| TELEDYNE           | 1,545,047                    | June 27, 1989            |
| TELEDYNE           | 0,637,429                    | November 20, 1956        |
| TELEDYNE           | 0,884,867                    | January 27, 1970         |
| TELEDYNE           | 0,886,184                    | February 17, 1970        |
| TELEDYNE           | 1,769,780                    | May 11, 1993             |
| TELEDYNE           | 2,068,209                    | June 10, 1997            |
| TELEDYNE Logo      | 2,068,211                    | June 10, 1997            |
| TELEDYNE Logo      | 0,912,121                    | June 8, 1971             |
| TELEDYNE Logo      | 0,923,123                    | November 2, 1971         |
| TELEDYNE Logo      | 1,035,648                    | March 16, 1976           |
| TELEDYNE Logo      | 1,037,321                    | April 6, 1976            |
| TELEDYNE Logo      | 1,538,949                    | May 16, 1989             |
| TELEDYNE Logo      | 1,544,055                    | June 20, 1989            |
| TELEDYNE Logo      | 0,884,151                    | January 13, 1970         |
| TELEDYNE Logo      | 1,063,014                    | April 5, 1977            |
| TELEDYNE Logo      | 912,121                      | June 8, 1971             |
| TELEDYNERELAYS.COM | 2,073,413                    | June 24, 1997            |

## **ASSIGNMENT OF TRADEMARKS**

THIS ASSIGNMENT, effective November 29, 2004 is made by and between TDY Holdings, LLC, a Delaware limited liability company (hereinafter "HOLDINGS"), and Teledyne Technologies Incorporated, a Delaware corporation (hereinafter "TTI").

WHEREAS, HOLDINGS is the owner of the entire right, title, and interest in the TELEDYNE and TELEDYNE LOGO trademark registrations and applications in the United States and foreign countries for numerous classes of goods and services, as more specifically detailed on the attached Schedule ("TRADEMARKS") by assignment dated November 29, 1999 from Teledyne, Inc., a Delaware corporation, now dissolved;

WHEREAS, HOLDINGS and TTI entered into a Separation and Distribution Agreement, dated November 29, 1999, ("Agreement") which provided for the transfer of certain business assets to and assumption of certain liabilities by TTI and other mutually agreed upon terms and conditions, and defines the rights and responsibilities of the parties to that Agreement with respect to the transfers and assumptions; and

WHEREAS, pursuant to the Trademark License Agreement, dated November 29, 1999 ("License"), HOLDINGS granted TTI certain license rights to use TRADEMARKS in the business of TTI; and

WHEREAS, pursuant to Article IV of the License, TTI exercised its right to acquire the TRADEMARKS and paid the purchase price in full.

In consideration of the foregoing premises, and for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. HOLDINGS hereby sells, conveys, and assigns to TTI all of HOLDINGS' entire right, title, and interest in and to TRADEMARKS (identified on Schedule), worldwide, together with the goodwill of the businesses in connection with which the TRADEMARKS are used by TTI, including any

and all past and present causes of actions and claims arising out of any past infringement of TRADEMARKS and the right to collect and retain all damages awarded in connection therewith.

2. HOLDINGS agrees that it will, upon request, and at TTI's sole expense and at no cost to HOLDINGS (including outside legal fees incurred by HOLDINGS to the extent TTI provides prior consent), execute additional papers and generally do other lawful acts reasonable and necessary to record this Assignment and otherwise confirm assignment of the Trademarks to TTI.
  
3. HOLDINGS agrees to transfer the paper files relating to the Trademarks and hereby authorizes the transfer of the files relating to the Trademarks from the electronic Computer Packages, Inc. (CPI) database to TTI and HOLDINGS agrees to provide TTI with an electronic copy of the attached Schedule following execution of this Assignment.

The parties have caused this Assignment to be executed by a duly authorized representative effective as of the date first written above.

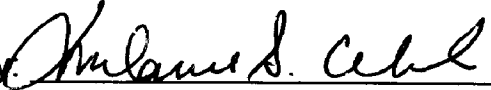
**TDY HOLDINGS, LLC**

By: <sup>X</sup> 

Name: Jon D. Walton

Title: Executive Vice President,  
Human Resources, Chief  
Legal and Compliance Officer

**TELEDYNE TECHNOLOGIES  
INCORPORATED**

By: 

Name: Melanie S. Cibik

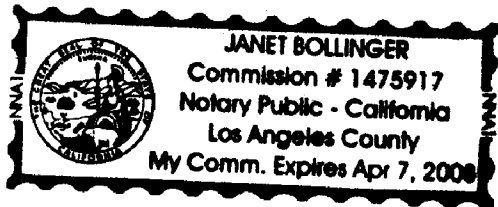
Title: Vice President, Associate  
General Counsel and  
Assistant Secretary

STATE OF CALIFORNIA )  
 )  
COUNTY OF Los Angeles )

ss:

On this, the 12 day of January, 2005, before me, a Notary Public, personally appeared (name and title) Melanie S. Cibik, VP, Assoc. Gen Counsel + Asst. Secretary known to me (or satisfactory proven) to be the person whose name is subscribed to the foregoing Assignment, and acknowledged that he is duly authorized and executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Janet Bollinger  
Notary Public

[Notarial Seal]

My commission expires: April 7, 2008

COMMONWEALTH OF PENNSYLVANIA )  
 )  
COUNTY OF ALLEGHENY )

ss:

On this, the 12th day of January, 2005, before me, a Notary Public, personally appeared (name and title) Mr. P. Walton, EVP, HR Chief Legal Off. known to me (or satisfactory proven) to be the person whose name is subscribed to the foregoing Assignment, and acknowledged that he is duly authorized and executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Aileen M. Larko  
Notary Public

[Notarial Seal]

My commission expires:

