

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TDY Holdings, LLC		09/09/2008	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Teledyne Technologies Incorporated		
Street Address:	1049 Camino Dos Rios		
City:	Thousand Oaks		
State/Country:	CALIFORNIA		
Postal Code:	91360		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0885775	TELEDYNE	
CORRESPONDENCE DATA			
Fax Number:	(804)698-2009		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	804.775.1169		
Email:	mbaril@mcguirewoods.com		
Correspondent Name:	Mary Dalton Baril		
Address Line 1:	901 East Cary Street		
Address Line 4:	Richmond, VIRGINIA 23219-4030		
NAME OF SUBMITTER:	Mary Dalton Baril		
Signature:	/Mary Dalton Baril/		
Date:	10/14/2008		

OP \$40.00 0885775

Total Attachments: 5

900118374

**TRADEMARK
 REEL: 003870 FRAME: 0979**

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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 trademark registration in the United States, as more specifically detailed on the attached Schedule ("TRADEMARK") 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 TRADEMARK (identified on Schedule), worldwide, together with the goodwill of the businesses in connection with which the TRADEMARK is used by TTI, including any and all past and present causes of actions and claims arising out of any past infringement of TRADEMARK 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 Trademark to TTI.

3. HOLDINGS agrees to transfer the paper files relating to the Trademark and hereby authorizes the transfer of the files relating to the Trademark 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: *DALE G. REID*

Name: DALE G. REID

Title: PRESIDENT

TELEDYNE TECHNOLOGIES
INCORPORATED

By: *Melanie S. Cibik*

Name: Melanie s. Cibik

Title: Vice President and Assistant
Secretary

STATE OF CALIFORNIA)

COUNTY OF _____

On this, the _____
personally appeared Melanie S.
satisfactory proven) to be the p
and acknowledged that he is du
contained.

*See
attached*

a Notary Public,
y, known to me (or
going Assignment,
e purposes herein

IN WITNESS WHEREOF, I

..., hand and official seal.

Notary Public

[Notarial Seal]

My commission expires:

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF ALLEGHENY) ss:

On this, the 9th day of September, 2008, before me, a Notary Public, personally appeared Dee G. Reid, 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:

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Aileen M. Larko, Notary Public
City Of Pittsburgh, Allegheny County
My Commission Expires Feb. 27, 2011
Member, Pennsylvania Association of Notaries

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Ventura

On Sept. 15, 2008 before me, Janet Bollinger, Notary Public
Date Here Insert Name and Title of the Officer

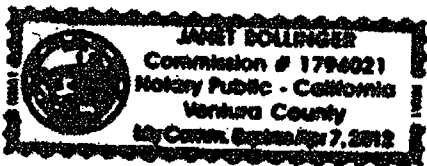
personally appeared Melanie S. Cibik
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Janet Bollinger
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



SCHEDULE

TELEDYNE

United States Registration No. 0885775

Class 09

Registration Date February 10, 1970