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June 15, 2015

Ms. Shirley Xu
U.S. Nuclear Regulatory Commission
Office of NMSS
Mail Stop: T8E18
11555 Rockville Pike
Rockville, MD 20852

Re: Herley Industries, Inc. License No. 20-13270-02E
10 Sonar Drive
Woburn, MA 01801
Change of Control

Dear Ms. Xu:

Enclosed is the letter application by Herley Industries, Inc. ("Herley") and Ultra Electronics Defense Inc. ("Ultra") requesting the consent of the U.S. Nuclear Regulatory Commission for change of indirect control of the subject license.

The application has been signed in counterparts by the representatives of Herley and Ultra. With this submission is the original signed application from Ultra and a scanned copy of the signature page from the representative of Herley. I will submit the original signature page from Herley in another day or so once I receive it.

Please let me know if you have questions or need additional information.

Sincerely,

A handwritten signature in blue ink, appearing to read "Connie Ericson", written over a horizontal line.

Connie Ericson

Encl.

: Chicago	: Los Angeles	: Silicon Valley
: Frankfurt	: New York	: Washington, DC
: London	: Shanghai	: West Palm Beach

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Ultra Electronics Defense Inc.
7625 Omnitech Place
Victor, NY 14564
(203) 270-3695

June 11, 2015

Shirley Xu
U.S. Nuclear Regulatory Commission
Office of NMSS
Mail Stop: T8E18
11555 Rockville Pike
Rockville, MD 20852

Re: Herley Industries, Inc. License No. 20-13270-02E
10 Sonar Drive
Woburn, MA 01801
Change of Control

Dear Ms. Xu:

This letter is from Herley Industries, Inc. ("Herley"), the licensee for the subject license, and Ultra Electronics Defense Inc. ("Ultra"), which has entered into an agreement to acquire one hundred percent (100%) of the issued and outstanding stock of Herley from Kratos Defense & Security Solutions, Inc. ("Kratos"). By this letter, Ultra and Herley request consent of the Nuclear Regulatory Commission for change of indirect control of the license.

By way of application, we are providing responses to the requests for information in Appendix F, NUREG – 1556, Vol. 15, Information Needed for Change of Control.

1. *Provide a complete description of the transaction (transfer of stocks or assets, or merger). Indicate whether the name has changed and include the new name. Include the name and telephone number of a licensee contact who NRC may contact if more information is needed.*

Under the terms of a Stock Purchase Agreement dated May 31, 2015, Ultra is to acquire from Kratos one hundred percent (100%) of the issued and outstanding capital stock of Herley (the "Transaction"). Prior to the Transaction, certain subsidiaries of Herley that are not to be subject to the Transaction will be distributed from Herley to Kratos; as such, Ultra is not acquiring a direct or indirect ownership interest in any of these subsidiary entities, and none of them is associated with the subject license.

The legal name of the licensed organization will remain the same, Herley Industries, Inc. As of completion of the Transaction, Ultra will begin referring to the licensee internally and for marketing purposes as Ultra Electronics Herley Industries. Because the licensee is currently listed as "Herley New England, Division of Herley Industries, Inc.," the name on the license should be changed to Herley Industries, Inc., d.b.a. Ultra Electronics Herley Industries.

The licensee contact who can provide additional information is Mr. Peter McGondel, Radiation Safety Officer, whose phone number is 781-729-9450 ext. 274.

2. *Describe any changes in personnel or duties that relate to the licensed program. Include training and experience for new personnel.*

Ultra does not plan to have Herley make changes in the management personnel for the licensed program. Mr. McGondel will retain his current responsibilities as Radiation Safety Officer after the Transaction is final.

3. *Describe any changes in the organization, location, facilities, equipment or procedures that relate to the licensed program.*

Ultra does not plan to have Herley make changes in the organization, location, facilities, equipment or procedures that relate to the licensed program.

4. *Describe the status of the surveillance program (surveys, wipe tests, quality control) at the present time and the expected status at the time that control is to be transferred.*

Herley operates a surveillance program approved by, and in compliance with the requirements of, the State of Massachusetts under the following license: Commonwealth of Massachusetts License 13,2700, manufacturing of and distribution or transfer of electron tubes.

Herley anticipates no changes to the surveillance program before completion of the Transaction, and Ultra does not plan to have Herley make any changes to the surveillance program after the Transaction.

5. *Confirm that all records concerning the safe and effective decommissioning of the facility will be transferred to the transferee or to NRC, as appropriate. These records include documentation of surveys of ambient radiation levels and fixed and/or removable contamination, including methods and sensitivity.*

Because the Transaction involves the transfer of 100% of the stock of the licensee, all books and records related to the operation of Herley at this licensed location will remain the property of Herley after the Transaction is complete. As a consequence, although there has been no decommissioning of the facility to date, if any decommissioning were to occur, all relevant books and records would be the property of Herley.

6. *Confirm that the transferee will abide by all constraints, conditions, requirements and commitments of the transferor or that the transferee will submit a complete description of the proposed licensed program.*

As noted in the response in this letter to questions 2, 3 and 4, Ultra will have Herley continue operations under the license as currently authorized, without material change. Ultra and Herley will, therefore, abide by all constraints, conditions, requirements and commitments of the licensee under the licensed program.

Ultra appreciates your attention to this application. Please contact Mr. McGondel with any information requests or questions.

Sincerely,

ULTRA ELECTRONICS DEFENSE INC.

A handwritten signature in black ink, appearing to read 'Scott Meyers', written over a horizontal line.

Scott Meyers
Director

HERLEY INDUSTRIES, INC.

Richard Poirier
President, Electronic Products Division, Kratos Defense & Security Solutions, Inc.
Vice President, Herley Industries, Inc.

Cc: Peter E. McGondel
Herley Industries, Inc.
10 Sonar Drive
Woburn, MA 01801


Ultra appreciates your attention to this application. Please contact Mr. McGondel with any information requests or questions.

Sincerely,

ULTRA ELECTRONICS DEFENSE INC.

Scott Meyers
Director

HERLEY INDUSTRIES, INC.



Richard Poirier
President, Electronic Products Division, Kratos Defense & Security Solutions, Inc.
Vice President, Herley Industries, Inc.

Cc: Peter E. McGondel
Herley Industries, Inc.
10 Sonar Drive
Woburn, MA 01801

From: (202) 682-3669
Connie Ericson
Kaye Scholer LLP
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Washington, DC 20005

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Ms. Shirley Xu
U.S. Nuclear Regulatory Commission
Office of NMSS, Mail Stop: T8E18
11555 Rockville Pike
ROCKVILLE, MD 20852

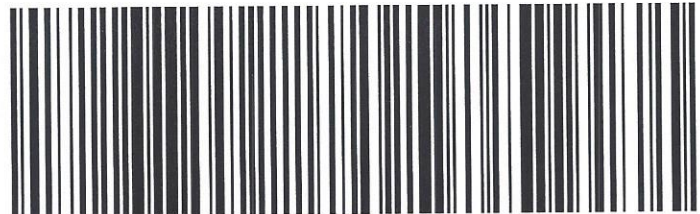
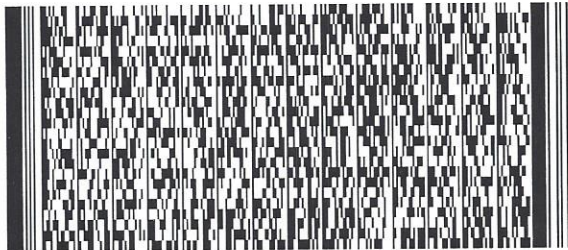
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