

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

Form 8-A/A

AMENDMENT TO APPLICATION OR REPORT
FILED PURSUANT TO SECTION 12, 13 or 15(d)
OF THE SECURITIES EXCHANGE ACT OF 1934

NORTHROP GRUMMAN CORPORATION
(Exact name of registrant as specified in its charter)

AMENDMENT NO. 2
(to Registration Statement on Form 8-A
filed with the Commission on September 22, 1988
as amended on Form 8 dated August 2, 1991)

The undersigned registrant hereby amends the following items, financial statements, exhibits or other portions of its Registration of Certain Classes of Securities pursuant to Section 12(b) of the Securities Exchange Act of 1934 on Form 8-A filed with the Commission on September 22, 1988 and amended on Form 8 dated August 2, 1991 as set forth in the pages following hereto:

- Item 1. Description of Securities to be Registered
- Item 2. Exhibits. Amendment Agreement, dated as of September 28, 1994, to Rights Agreement between the Company and Manufacturers Hanover Trust Company (Chemical Bank, successor), dated as of September 21, 1988, as amended.

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this amendment to be signed on its behalf by the undersigned, thereunto duly authorized.

NORTHROP GRUMMAN CORPORATION
(Registrant)

By: _____
Name: Sheila M. Gibbons
Title: Corporate Vice President
and Secretary

Date: October 7, 1994

Item 1 - Description of Securities to be Registered

On September 21, 1994, the Board of Directors of Northrop Grumman Corporation (the "Company") authorized the Company to enter into an Amendment Agreement amending the Rights Agreement between the Company and Manufacturers Hanover Trust Company (Chemical Bank, successor) dated as of September 21, 1988 (the "Rights Agreement") as amended. Capitalized terms used herein and not otherwise defined have the meaning ascribed to them in the Rights Agreement.

The Amendment Agreement deletes the definition of "Continuing Director" contained in Section 1(a); additional conforming changes are made in the Rights Agreement where appropriate.

Further, Section 23(a), "Redemption," is amended to provide that the Board of Directors of the Company may elect to redeem the outstanding Rights at any time prior to such time that any Person becomes an Acquiring Person.

Finally, the definition of "Distribution Date" is amended to allow the Board of Directors to delay a distribution of the Rights caused by a tender offer.

Item 2 - Exhibits

- 1. Amendment Agreement, dated as of September 28, 1994, to Rights Agreement between the Company and Manufacturers Hanover Trust Company (Chemical Bank, successor), dated as of September 21, 1988, as amended.

EXHIBIT INDEX

Exhibit No. 1 Amendment Agreement, dated as of September 28, 1994, to Rights Agreement between Northrop Corporation and Manufacturers Hanover Trust Company (Chemical Bank, successor), dated as of September 21, 1988, as amended.

Amendment Agreement

Northrop Grumman Corporation (formerly Northrop Corporation) and Chemical Bank (as successor to Manufacturers Hanover Trust Company) hereby agree to amend that certain Rights Agreement dated as of September 21, 1988 between them as set forth below:

1. Section 23(a) "Redemption" is amended to read in its entirety as follows:

Section 23. Redemption.

(a) The Board of Directors of the Company may, at its option and as provided herein, and notwithstanding the provisions of Sections 11 and 13 of this Agreement, elect to redeem all but not less than all of the then outstanding Rights at a redemption price of \$.02 per Right, appropriately adjusted to reflect any stock split, stock dividend, reclassification or similar transaction occurring after the date hereof (such redemption price being herein referred to as the "Redemption Price"), at any time prior to such time that any Person becomes an Acquiring Person.

2. The definition of "Continuing Director" in Section 1(a) is deleted in its entirety.
3. Section 26 is amended to delete from (iii) the phrase "(which lengthening or shortening, after the time that any Acquiring Person has become such, shall be effective only if (x) there is at least one Continuing Director then in office and (y) a majority of all of the Continuing Directors then in office have approved of such action)."
4. The first sentence of Section 3(a) is amended by adding the following after the first reference to "tenth Business Day" in clause (ii) of that sentence:

"(or such later date as may be determined by action of the Board of Directors prior to such time as any person becomes an Acquiring Person)."

The parenthetical phrase at the end of the first paragraph of Section 3(a) is hereby amended to read "(the earlier of such dates being herein referred to as the "Distribution Date")."

Section 3(a) is further amended by deleting the proviso following subsection (B) commencing with the words "provided, however," and continuing through the words "Distribution Date."

This Amendment Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

Except as amended and supplemented hereby, all other terms, covenants and conditions contained in the Rights Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this Amendment Agreement this 28th day of September, 1994.

By _____

By _____