



DB

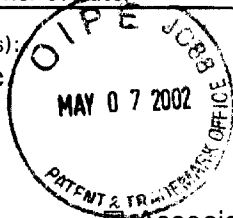
To the Honorable Commissioner of Patents

102102221

attached original documents or copy thereof.

1. Name of conveying party(ies):

**California Amplifier, Inc**  
460 Calle San Pablo  
Camarillo, CA 93012



- Individuals(s)
- General Partnership
- Association
- Limited Partnership
- Corporation-State **Delaware**
- Other

5-7-02

2. Name and address of receiving party(ies)

Name: **U.S. National Bank Association**  
Internal Address:  
Street Address: **15910 Ventura Boulevard, Suite 1712**

City: **Encino** State: **California** ZIP: **91436**

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_

Corporation-State **Delaware**

Other \_\_\_\_\_

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)  
Additional name(s) & address(es) attached?  Yes  No

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

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

Execution Date: **May 2, 2002**

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

**1,989,151; 1,968,893**

Additional numbers attached?  Yes  No

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

**Ana B. Acob**  
Name: **Buchalter, Nemer, Fields & Younger**  
Internal Address:  
Street Address: **601 South Figueroa Street, 24th Floor**  
City: **Los Angeles** State: **California** ZIP: **90017**

05/23/2002 GTM11 00000200 200052 1989151  
01 FC:461 40.00 CH  
02 FC:462 325.00 CH

6. Total number of applications and registrations involved: 14

7. Total fee (37 CFR 3.41) ..... **\$365.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 200052

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

DO NOT USE THIS SPACE

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.

**Ana B. Acob**  
Name of Person Signing

Signature

**May 3, 2002**  
Date

Total number of pages including cover sheet, attachments, and document: 16

1,989,151	CYPHERPOINT
1,968,893	VAGI
1,906,370	MULTICIPHER
1,651,900	BEAMBENDER
1,878,470	CALIFORNIA AMPLIFIER
1,866,779	CALIFORNIA AMPLIFIER
1,826,231	DIGI-READY
2,022,627	OMNI-VISION
1,999,729	PRO-FORM
2,124,382	DIRECT-VISION
2,118,739	OMNI-LINK
1,730,784	GARDINER
1,709,814	GARDINER & DESIGN
2,110,227	GARDLINK

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** ("Agreement"), dated as of May 2, 2002, is entered into between **CALIFORNIA AMPLIFIER, INC.**, a Delaware corporation ("Debtor") and **U.S. BANK NATIONAL ASSOCIATION** ("Bank"), in light of the following:

A. Debtor and Bank are, contemporaneously herewith, entering into that certain Loan and Security Agreement ("Loan Agreement") and other instruments, documents and agreements contemplated thereby or related thereto (collectively, together with the Loan Agreement, the "Loan Documents"); and

B. Debtor is the owner of certain intellectual property, identified below, in which Debtor is granting a security interest to Bank.

NOW THEREFORE, in consideration of the mutual promises, covenants, conditions, representations, and warranties hereinafter set forth and for other good and valuable consideration, the parties hereto mutually agree as follows:

## 1. DEFINITIONS AND CONSTRUCTION.

1.1 **Definitions.** The following terms, as used in this Agreement, have the following meanings:

"Code" means the California Uniform Commercial Code, as amended and supplemented from time to time, and any successor statute.

"Collateral" means:

(i) Each of the trademarks and rights and interest which are capable of being protected as trademarks (including trademarks, service marks, designs, logos, indicia, tradenames, corporate names, company names, business names, fictitious business names, trade styles, and other source or business identifiers, and applications pertaining thereto), which are presently, or in the future may be, owned, created, acquired, or used (whether pursuant to a license or otherwise) by Debtor, in whole or in part, and all trademark rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), and rights to renew and extend such trademarks and trademark rights;

(ii) Each of the patents and patent applications which are presently, or in the future may be, owned, issued, acquired, or used (whether pursuant to a license or otherwise) by Debtor, in whole or in part, and all patent rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), foreign filing rights, and rights to extend such patents and patent rights;

(iii) Each of the copyrights and rights and interests capable of being protected as copyrights, which are presently, or in the future may be, owned authored,

acquired, or used (whether pursuant to a license or otherwise) by Debtor, in whole or in part, and all copyright rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), and all tangible property embodying the copyrights (including books, records, films, computer tapes or disks, photographs, specification sheets, source codes, object codes, and other physical manifestations of the foregoing)

(iv) All of Debtor's right, title, and interest in and to the trademarks and trademark registrations listed on Schedule A, attached hereto, as the same may be updated hereafter from time to time;

(v) All of Debtor's right, title, and interest, in and to the patents and patent applications listed on Schedule B, attached hereto, as the same may be updated hereafter from time to time;

(vi) All of Debtor's right, title, and interest, in and to the copyrights and copyright registrations listed on Schedule C, attached hereto, as the same may be updated hereafter from time to time;

(vii) All of Debtor's rights to register trademark claims under any state or federal trademark law or regulation of any foreign country and to apply for, renew, and extend the trademark registrations and trademark rights, the right (without obligation) to sue or bring opposition or cancellation proceedings in the name of Debtor or in the name of Bank for past, present, and future infringements of the trademarks, registrations, or trademark rights and all rights (but not obligations) corresponding thereto in the United States and any foreign country, and the associated goodwill;

(viii) All of Debtor's right, title, and interest in all patentable inventions, and rights to file applications for patent under federal patent law or regulation of any foreign country, and to request reexamination and/or reissue of the patents, the right (without obligation) to sue or bring interference proceedings in the name of Debtor or in the name of Bank for past, present, and future infringements of the patents, and all rights (but not obligations) corresponding thereto in the United States and any foreign country;

(ix) All of Debtor's rights to register copyright claims under any federal copyright law or regulation of any foreign country and to apply for registrations on original works, compilations, derivative works, collective works, and works for hire, the right (without obligation) to sue in the name of Debtor or in the name of Bank for past, present, and future infringements of the copyrights, and all rights (but not obligations) corresponding thereto in the United States and any foreign country;

(x) All general intangibles relating to the foregoing; and

(xi) All proceeds of any and all of the foregoing (including, without limitation, license royalties and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance, or any indemnity, warranty, or guaranty payable by reason of loss or damage to or otherwise with respect to the Collateral.

“Obligations” means all obligations, liabilities, and indebtedness of Debtor to Bank, whether direct, indirect, liquidated, or contingent, and whether arising under this Agreement, the Loan Agreement, any other of the Loan Documents, including all costs and expenses described in Section 11.8 hereof.

**1.2 Construction.** Unless the context of this Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, and the term “including” is not limiting. The words “hereof,” “herein,” “hereby,” “hereunder,” and other similar terms refer to this Agreement as a whole and not to any particular provision of this Agreement. Any initially capitalized terms used but not defined herein shall have the meaning set forth in the Loan Agreement. Any reference herein to any of the Loan Documents includes any and all alterations, amendments, extensions, modifications, renewals, or supplements thereto or thereof, as applicable. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against Bank or Debtor, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by Debtor, Bank, and their respective counsel, and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of Bank and Debtor.

## **2. GRANT OF SECURITY INTEREST.**

Debtor hereby grants to Bank a security interest in all of Debtor’s right, title, and interest in and to the Collateral to secure the Obligations.

## **3. REPRESENTATIONS, WARRANTIES AND COVENANTS.**

Debtor hereby represents, warrants, and covenants that:

### **3.1 Copyrights; Trademarks; Service Marks; Patents.**

(i) A true and complete schedule setting forth all federal and state trademark and service mark registrations owned by Debtor or licensed to Debtor, together with a summary description and full information in respect of the filing or issuance thereof and expiration dates is set forth on Schedule A;

(ii) A true and complete schedule setting forth all patent and patent applications owned by Debtor or licensed to Debtor, together with a summary description and full information in respect of the filing or issuance thereof and expiration dates is set forth on Schedule B; and

(iii) A true and complete schedule setting forth all federal copyright registrations owned by Debtor or licensed to Debtor, together with a summary description and full information in respect of the filing or issuance thereof and expiration dates is set forth on Schedule C.

**3.2 Validity; Enforceability.** To the Debtor’s best knowledge, each of Debtor’s copyrights, patents, service marks and trademarks is valid and enforceable, and Debtor is not presently aware of any past, present, or prospective claim by any third party that any of its copyrights, patents, service marks, or trademarks are invalid or unenforceable, or that its use of

any copyrights, patents, service marks, or trademarks violates the rights of any third person, or of any basis for any such claims.

**3.3 Title.** Debtor is the sole and exclusive owner or licensee of the entire and unencumbered right, title, and interest in and to each of the copyrights, copyright registrations, patents, patent applications, service marks, service mark registrations, trademarks, and trademark registrations set forth on Schedules A, B, and C, free and clear of any liens, charges, and encumbrances, including pledges, assignments, licenses, shop rights, and covenants by Debtor not to sue third persons other than Permitted Liens.

**3.4 Notice.** Debtor has used and will continue to use proper statutory notice in connection with its use of each of its copyrights, patents, service marks, and trademarks.

**3.5 Quality.** Debtor has used and will continue to use consistent standards of high quality (which may be consistent with Debtor's past practices) in the manufacture, sale, and delivery of products and services sold or delivered under or in connection with its service marks and trademarks, including, to the extent applicable, in the operation and maintenance of its merchandising operations, and will continue to maintain the validity of its service marks and trademarks.

**3.6 Perfection of Security Interest.** Except for the filing of a financing statement with the Secretary of State of Delaware and filings with the United States Patent and Trademark Office and the United States Copyright Office necessary to perfect the security interests created hereunder, no authorization, approval, or other action by, and no notice to or filing with, any governmental authority or regulatory body is required either for the grant by Debtor of the security interest hereunder or for the execution, delivery, or performance of this Agreement by Debtor or for the perfection of or the exercise by Bank of its rights hereunder to the Collateral in the United States.

#### **4. AFTER-ACQUIRED COPYRIGHT, PATENT, SERVICE MARK, OR TRADEMARK RIGHTS.**

If Debtor shall obtain rights to any new copyright, service marks, trademarks, any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Agreement shall automatically apply thereto. Debtor shall give prompt notice (but in any event within 10 days of the acquisition thereof) in writing to Bank with respect to any such new service marks, trademarks or patents, or renewal or extension of any service mark or trademark registration. Debtor shall bear any expenses incurred in connection with future patent applications or service mark or trademark registrations.

#### **5. LITIGATION AND PROCEEDINGS.**

Debtor shall commence and diligently prosecute in its own name, as the real party in interest, for its own benefit, and its own expense, such suits, administrative proceedings, or other action for infringement or other damages as are in its reasonable business judgment necessary to protect the Collateral. Debtor shall provide to Bank any information with respect thereto upon the request of Bank within 10 days of receipt of a written request from Bank. Bank shall provide at Debtor's expense all necessary cooperation in connection with any such suits,

proceedings, or action, including, without limitation, joining as a necessary party. Following Debtor's becoming aware thereof, Debtor shall notify Bank of the institution of, or any adverse determination in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office, or any United States, state, or foreign court regarding Debtor's claim of ownership in any of the copyrights, patents, service marks or trademarks, its right to apply for the same, or its right to keep and maintain such copyright, patent, service mark or trademark rights.

## **6. POWER OF ATTORNEY.**

Debtor grants Bank power of attorney, having the full authority, and in the place of Debtor and in the name of Debtor, from time to time following the occurrence of an Event of Default and during the continuance thereof in Bank's discretion, to take any action and to execute any instrument which Bank may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, as may be subject to the provisions of this Agreement: to endorse Debtor's name on all applications, documents, papers, and instruments necessary for Bank to use or maintain the Collateral; to ask, demand, collect, sue for, recover, impound, receive, and give acquittance and receipts for money due or to become due under or in respect of any of the Collateral; to file any claims or take any action or institute any proceedings that Bank may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce Bank's rights with respect to any of the Collateral and to assign, pledge, convey, or otherwise transfer title in or dispose of the Collateral to any person.

## **7. RIGHT TO INSPECT.**

Debtor grants to Bank and its employees and agents the right to visit Debtor's plants and facilities which manufacture, inspect, or store products sold under any of the patents or trademarks, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours.

## **8. EVENTS OF DEFAULT.**

Any of the following events shall be an Event of Default:

**8.1 Loan Agreement.** An Event of Default shall occur as defined in the Loan Agreement;

**8.2 Misrepresentation.** Any representation or warranty made herein by Debtor or in any document furnished to Bank by Debtor under this Agreement is incorrect in any material respect when made or when reaffirmed; and

**8.3 Breach.** Debtor fails to (i) observe or perform any covenant, condition, or agreement to be observed or performed contained in Sections 4 and 5 and such failure continues for a period of 15 days after the date on which such failure or neglect first occurs, or (ii) observe or perform any covenant, condition, or agreement to be observed or performed contained in any Section of this Agreement other than Sections 4 and 5 which materially and adversely affects Bank.

## 9. SPECIFIC REMEDIES.

Upon the occurrence of and during the continuance of any Event of Default, Bank shall have, in addition to, other rights given by law or in this Agreement, the Loan Agreement, or in any other Loan Document, all of the rights and remedies with respect to the Collateral of a secured party under the Code, including the following:

**9.1 Notification.** Bank may notify licensees to make royalty payments on license agreements directly to Bank; and

**9.2 Sale.** Bank may sell or assign the Collateral and associated goodwill at public or private sale for such amounts, and at such time or times as Bank deems advisable. Any requirement of reasonable notice of any disposition of the Collateral shall be satisfied if such notice is sent to Debtor at least ten days prior to such disposition. Debtor shall be credited with the net proceeds of such sale only when they are actually received by Bank, and Debtor shall continue to be liable for any deficiency remaining after the Collateral is sold or collected. If the sale is to be a public sale, Bank shall also give notice of the time and place by publishing a notice one time at least ten days before the date of the sale in a newspaper of general circulation in the county in which the sale is to be held. To the maximum extent permitted by applicable law, Bank may be the purchaser of any or all of the Collateral and associated goodwill at any public sale and shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any public sale, to use and apply all or any part of the Obligations as a credit on account of the purchase price of any collateral payable by Bank at such sale.

## 10. CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER.

**THE VALIDITY OF THIS AGREEMENT, ITS CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT GIVING EFFECT TO ITS CONFLICT OF LAWS PRINCIPLES. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA OR, AT THE SOLE OPTION OF BANK, IN ANY OTHER COURT IN WHICH BANK SHALL INITIATE LEGAL OR EQUITABLE PROCEEDINGS AND WHICH HAS SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY. EACH OF DEBTOR AND BANK WAIVES, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 10. DEBTOR AND BANK HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF ANY OF THE LOAN DOCUMENTS OR ANY OF THE TRANSACTIONS CONTEMPLATED THEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS,**



**AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. DEBTOR AND BANK REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.**

## **11. GENERAL PROVISIONS.**

**11.1 Effectiveness.** This Agreement shall be binding and deemed effective when executed by Debtor and Bank.

**11.2 Successors and Assigns.** This Agreement shall bind and inure to the benefit of the respective successors and assigns of each of the parties; provided, however, that Debtor may not assign this Agreement or any rights or duties hereunder without Bank's prior written consent and any prohibited assignment shall be absolutely void. Bank may assign this Agreement and its rights and duties hereunder and no consent or approval by Debtor is required in connection with any such assignment.

**11.3 Section Headings.** Headings and numbers have been set forth herein for convenience only. Unless the contrary is compelled by the context, everything contained in each section applies equally to this entire Agreement.

**11.4 Interpretation.** Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against Bank or Debtor, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties hereto.

**11.5 Severability of Provisions.** Each provision of this Agreement shall be severable from every other provision of this Agreement for the purpose of determining the legal enforceability of any specific provision.

**11.6 Amendments in Writing.** This Agreement can only be amended by a writing signed by both Bank and Debtor.

**11.7 Counterparts; Telefacsimile Execution.** This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by telefacsimile shall be equally as effective as delivery of a manually executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile also shall deliver a manually executed counterpart of this Agreement but the failure to deliver a manually executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

**11.8 Fees and Expenses.** Debtor shall pay to Bank on demand all costs and expenses that Bank pays or incurs in connection with the negotiation, preparation, consummation, administration, enforcement, and termination of this Agreement, including:

(a) reasonable attorneys' and paralegals' fees and disbursements of counsel to Bank; (b) costs and expenses (including reasonable attorneys' and paralegals' fees and disbursements) for any amendment, supplement, waiver, consent, or subsequent closing in connection with this Agreement and the transactions contemplated hereby; (c) costs and expenses of lien and title searches; (d) taxes, fees, and other charges for filing this Agreement at the United States Patent and Trademark Office, or for filing financing statements, and continuations, and other actions to perfect, protect, and continue the security interest created hereunder; (e) sums paid or incurred to pay any amount or take any action required of Debtor under this Agreement that Debtor fails to pay or take; (f) costs and expenses of preserving and protecting the Collateral; and (g) costs and expenses (including reasonable attorneys' and paralegals' fees and disbursements) paid or incurred to enforce the security interest created hereunder, sell or otherwise realize upon the Collateral, and otherwise enforce the provisions of this Agreement, or to defend any claims made or threatened against Bank arising out of the transactions contemplated hereby (including preparations for the consultations concerning any such matters). The foregoing shall not be construed to limit any other provisions of this Agreement or the Loan Documents regarding costs and expenses to be paid by Debtor. The parties agree that reasonable attorneys' and paralegals' fees and costs incurred in enforcing any judgment are recoverable as a separate item in addition to fees and costs incurred in obtaining the judgment and that the recovery of such attorneys' and paralegals' fees and costs is intended to survive any judgment, and is not to be deemed merged into any judgment.

**11.9 Notices.** Except as otherwise provided herein, all notices, demands, and requests that either party is required or elects to give to the other shall be in writing and shall be governed by the provisions of Section 12 of the Loan Agreement.

**11.10 Termination By Bank.** After termination of the Loan Agreement and when Bank has received payment and performance, in full, of all Obligations, Bank shall execute and deliver to Debtor a termination of all of the security interests granted by Debtor hereunder.

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**11.11 Integration.** This Agreement, together with the other Loan Documents, reflect the entire understanding of the parties with respect to the transactions contemplated hereby and shall not be contradicted or qualified by any other agreement, oral or written, before the date hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

**U.S. BANK NATIONAL ASSOCIATION**

By: David Pehini  
Title: V.P.

**CALIFORNIA AMPLIFIER, INC.,**  
a Delaware corporation

By: Ruben K. Vitelle  
Title: VP Finance & CFO

**SCHEDULE "A"****REGISTERED TRADEMARKS AND SERVICE MARKS**

<b><u>Trademark or Service Mark</u></b>	<b><u>Country</u></b>	<b><u>Registration Date</u></b>	<b><u>Registration No.</u></b>
CYPHERPOINT	USA	07/23/96	1,989,151
VAGI	USA	04/16/96	1,968,893
MULTICIPHER	USA	07/18/95	1,906,370
BEAMBENDER	USA	07/23/91	1,651,900
CALIFORNIA AMPLIFIER	USA	02/14/95	1,878,470
CALIFORNIA AMPLIFIER	USA	12/13/94	1,866,779
DIGI-READY	USA	03/15/94	1,826,231
**OMNI-VISION	USA	12/10/96	2,022,627
**PRO-FORM	USA	09/10/96	1,999,729
**DIRECT-VISION	USA	12/23/97	2,124,382
**OMNI-LINK	USA	12/09/97	2,118,739
*GARDINER	USA	11/10/92	1,730,784
*GARDINER & Design	USA	08/25/92	1,709,814
*GARDLINK	USA	11/04/97	2,110,227
DIGI-READY	California	07/26/93	097862
CAL AMP	Brazil	03/11/97	817918736
CALIFORNIA AMPLIFIER	Mexico	05/19/94	487719
CALIFORNIA AMPLIFIER	***Nigeria	10/04/96	53070
CAL AMP	***Nigeria	04/13/00	56992
CALIFORNIA AMPLIFIER	Saudi Arabia	11/05/94	324/43

\*\* Denotes intellectual property acquired by California Amplifier, Inc. from Kaul-Tronics, Inc. pursuant to the Asset Purchase Agreement dated April 5, 2002.

\*\*\* Local counsel in Nigeria has not responded to inquiries about renewing this registration, so it is unclear whether or not the two Nigerian registrations are active.

<b>Trademark or Service Mark</b>	<b>Country</b>	<b>Registration Date</b>	<b>Registration No.</b>
*GARDINER	Algeria	10/15/97	053540
*Misc. Design (Arrow)	Algeria	10/15/97	053539
*GARDINER	Brazil	07/30/96	816645132
*Misc. Design (Arrow)	Brazil	11/09/93	816645213
*GARDINER	Canada	02/03/95	438,633
*Misc. Design (Arrow)	Canada	01/07/94	421,837
*GARDINER	Hong Kong	01/11/95	B227/95
*Misc. Design (Arrow)	Japan	07/29/94	2,690,510
*GARDINER	Korea (South)	04/09/93	260645
*Misc. Design (Arrow)	Korea (South)	04/09/93	260646
*GARDINER	Morocco	12/31/98	68.347
*Misc. Design (Arrow)	Morocco	12/31/98	68.348
*GARDINER	Oman	08/28/01	8966
*GARDINER	Paraguay	07/20/92	155085
*Misc. Design (Arrow)	Paraguay	07/20/92	155086
*GARDINER	Qatar	01/09/01	11792
*GARDINER	Sweden	11/25/94	261,959
*Misc. Design (Arrow)	Sweden	07/31/92	238,492
*GARDINER	Switzerland	11/29/91	394,761
*Misc. Design (Arrow)	Switzerland	11/29/91	394,815
*GARDINER	Taiwan	12/31/92	582,204
*Misc. Design (Arrow)	Taiwan	12/31/92	582,203
*GARDINER	Tunisia	12/06/91	EE 91.1067
*Misc. Design (Arrow)	Tunisia	12/06/91	EE 91.1068
*GARDINER	Turkey	07/28/92	135,857
*Misc. Design (Arrow)	Turkey	07/28/92	135,949
*GARDINER	United Kingdom	11/28/91	1,483,885

**PENDING TRADEMARKS AND SERVICE MARKS**

<b><u>Trademark or Service Mark</u></b>	<b><u>Country</u></b>	<b><u>Application Date</u></b>	<b><u>Application No.</u></b>
CALIFORNIA AMPLIFIER	Brazil	07/21/94	817918744
*GARDINER	India	05/07/02	572701
*Misc. Design (Arrow)	India	05/07/02	572700
*GARDINER	Pakistan	03/02/92	114672

**SCHEDULE "C"**

**REGISTERED COPYRIGHTS**

<b><u>Copyright</u></b>	<b><u>Application Date</u></b>	<b><u>Application No.</u></b>
None.		

10594146\_1.DOC

<u>Patent Description/Title</u>	<u>Issue Date</u>	<u>Patent No.</u>
Microwave filter fabrication method and filters therefrom	07/06/93	5,225,799
Dual mode/dual band feed structure	06/01/93	5,216,432

### PATENT APPLICATIONS

#### California Amplifier Published Patent Applications

<u>Patent Description/Title</u>	<u>Filing Date</u>	<u>Application No.</u>
Modulation methods and structures for wireless communication systems and transceivers	01/03/02	20020001316

#### California Amplifier Pending Patent Applications

<u>Patent Description/Title</u>	<u>Filing Date</u>	<u>Application No.</u>
Dual-Polarity Low-Noise Block Downconverter Systems and Methods	09/04/98	09/148,913
RF Router Communication Systems and Methods	03/22/00	09/532,936
Upstream/Downstream Local Oscillator Methods and Structures for Wireless Communication System Transceivers	09/05/00	09/655,497
Two-Conductor Medium Communication System and Methods for Transmission and Reception of Multiple-Channel Data	05/14/01	09/855,424
Modulation Methods and Structures for Wireless Communication Systems and Transceivers	03/26/01	09/817,657
Spatial-Temporal Methods and Systems for Reception of Non Line-of-Sight Communication Signals	11/20/01	09/989,337
Spatial Diversity Antenna with High Isolation	11/29/00	60/250,204
Transparent Microwave Antenna	01/29/02	60/352,738
Portable Wireless Gateway Systems and Methods	02/11/02	60/356,090



**SCHEDULE "B"****PATENTS**

<b>Patent Description/Title</b>	<b>Issue Date</b>	<b>Patent No.</b>
Muting systems and methods for communication transceivers	03/26/02	6,363,241
Packet-based communication methods and systems having improved data throughput	02/05/02	6,345,375
Transceiver systems and methods that preserve frequency order when downconverting communication signals and upconverting data signals	11/27/01	6,324,379
Grid antennas and methods with efficient grid spacing	02/13/01	6,188,370
Slot-coupled array antenna structures	03/14/00	6,037,903
Antenna	09/21/99	D414,187
Interface modules and methods for coupling combined communication signals to communication receivers	04/27/99	5,898,455
End-fire array antennas with divergent reflector	03/30/99	5,889,498
Low cross polarization and broad bandwidth	08/11/98	5,793,258
Antenna/amplifier and method for receiving orthogonally-polarized signals	04/07/98	5,737,698
Subscriber site method and apparatus for decoding and selective interdiction of television channels	10/28/97	5,682,426
Multi-staged antenna optimized for reception within multiple frequency bands	09/09/97	5,666,126
*Process for forming a semiconductor device base array and mounting semiconductor devices thereon	11/09/97	5,665,649
Encryption/decryption process and apparatus for a multichannel television system	01/30/96	5,488,659
Dual mode/dual band feed structures	10/31/95	5,463,407
Integrated microwave antenna/downconverter	08/08/95	5,440,319
Waveguide coupling structure	07/19/94	5,331,332

\* Denotes intellectual property acquired by California Amplifier, Inc. from Gardiner Communications Corp. pursuant to the Asset Purchase Agreement dated April 19, 1999.