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11/22/99

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To the Honorable Commissioner of Patents

original documents or copy thereof.

1. Name of conveying party(ies):

Signal Science, Incorporated

- Individual(s)                       Association
- General Partnership               Limited Partnership
- Corporation -
- Other \_\_\_\_\_
- Additional name(s) of conveying party(ies) attached?
- Yes     No

2. Name and address of receiving party(ies):

Name: Condor Systems, Inc.  
 Internal Address: \_\_\_\_\_  
 Street Address: 2133 Samaritan Drive  
  
 City: San Jose State: California  
 ZIP: 95124

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation - State of California
- Other \_\_\_\_\_
- If assignee is not domiciled in the United States, a domestic representative is attached  Yes  No
- Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

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

Execution Date: October 15, 1999

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

If this document is being filed together with a new application, the execution date of the application is:

A. Trademark Application No.(s)    75/491,865    75/104,631    74/541,699    75/385,458

B. Trademark Registration No.(s)    2,094,217    2,242,052    2,243,053

Additional numbers attached?  Yes  No

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

Name: Patrick Hoeffner  
 Internal Address: Orrick, Herrington & Sutcliffe LLP  
 Street Address: 666 Fifth Avenue  
 City: New York State: New York ZIP: 10103

6. Total number of applications and registrations involved: [ 7 ]

7. Total fee (37 CFR 3.41).....\$ 190.00  
 Enclosed  
 Authorized to be charged to deposit account for any deficiency in fees

8. Deposit account number: 15-0665

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

12/14/1999 TT0111 00000167 2094217

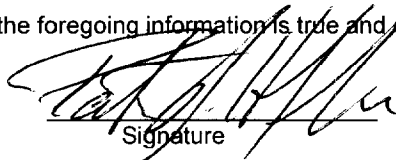
01 FC:481                      40.00 DP  
 02 FC:482                      150.00 DP

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.

Patrick Hoeffner Reg. No. 44, 768  
 Name of Person Signing



Signature

November 19, 1999  
 Date

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

Mail documents to be recorded with required cover sheet information to:  
 Commissioner of Patents & Trademarks, Box Assignments, Washington, D.C. 20231

# TRADEMARK AND TRADE NAME ASSIGNMENT

This Assignment is effective as of October 15, 1999.

WHEREAS, Signal Science, Incorporated, a California corporation, having its principal offices at 2985 Kifer Road, Santa Clara, CA 95051 ("Signal"), is the owner of (i) the trademarks and service marks identified on Schedule A hereto now the subject of registrations and applications therefor in the United States Patent and Trademark Office, (ii) the foreign trademarks and service marks and related applications for registration as identified on Schedule B hereto and (iii) the unregistered trademarks and service marks identified on Schedule C hereto, and any and all other trademarks and service marks owned by Signal in connection with the Acquired Business (as defined in the Asset Purchase Agreement dated as of October 15, 1999, by and among Signal, Condor Systems, Inc. ("Condor") and Allen Telecom Inc.) (collectively, the "Marks").

WHEREAS, Seller has adopted, used, is using and is the owner of the trade name "Signal Science, Incorporated" (hereafter, the "Trade Name").

WHEREAS, Seller is desirous of acquiring the Marks and the Trade Name.

NOW THEREFORE, in consideration of good and valuable consideration paid to Signal, the receipt and sufficiency of which is hereby acknowledged, Signal hereby assigns to Condor all of the right, title and interest of Signal, on a world-wide basis, in and to the Marks and in and to the Trade Name, together with any and all good will of the business symbolized by the Marks and Signal's worldwide registrations and applications for registration thereof listed on Schedules A and B hereto and the good will of the business symbolized by the Trade Name.

Signal also assigns to Condor rights to all causes of action for infringement or violation by others of any rights in the Marks or the Trade Name and any recoveries resulting from infringements or violations of such rights.

Signal agrees to execute and deliver to Condor all such documents as may reasonably be requested by Condor to effectuate this Assignment, now or in the future and to cooperate as reasonably requested by Condor as needed in order to effectuate this Assignment, now or in the future. All of the foregoing shall be at Signal's expense, subject to the provision that Condor shall reimburse Signal for such expense that is reasonable under the circumstances.

SIGNAL SCIENCE, INCORPORATED

By: Laura C. Meagher  
Name: Laura C. Meagher  
Title Vice President

**SCHEDULE A****TRADEMARKS AND TRADEMARK APPLICATIONS****Registered Trademarks**

<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>
LANDMARK	2,094,217	September 9, 1997
SIGNAL SCIENCE	2,242,052	April 27, 1999
SIGNALWORKS	2,243,053	May 4, 1999

**Trademark Applications**

<b>Trademark</b>	<b>Serial No.</b>	<b>Filing Date</b>
BLACK MAGIC	75/491,865	May 28, 1998
CELLSEEKER	75/104,631	May 15, 1996
SUPERCELL	74/541,699	June 21, 1994
SUPERCELL	75/385,458	November 5, 1997

**SCHEDULE B**

**FOREIGN TRADEMARKS AND SERVICE MARKS**

NONE

**SCHEDULE C**

**UNREGISTERED TRADEMARKS AND SERVICE MARKS**

**NIGHTHAWK  
PSEUDO SOUND  
VISAGE**