

01-18-2001



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)
Document ID #

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger Change of Name

Other

Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

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Mail documents to be recorded with required cover sheet(s) information to
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REEL: 002215 FRAME: 0672

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1989151"/>	<input type="text" value="1927980"/>	<input type="text" value="1968893"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

Glenn J. Dickinson

Glenn J. Dickinson

12-26-00

Name of Person Signing

Signature

Date Signed

AGREEMENT FOR PURCHASE AND SALE OF ASSETS

THIS AGREEMENT FOR PURCHASE AND SALE OF ASSETS (the "**Agreement**") is made and entered into effective as of April 21, 1999, by and between CALIFORNIA AMPLIFIER, INC., a Delaware corporation ("**Purchaser**"), and the BANKRUPTCY ESTATE OF PACIFIC MONOLITHICS, INC., a California corporation ("**Seller**"), with reference to the following facts:

A. Purchaser is a licensor under that certain Technology and License Agreement, dated July 17, 1997, pursuant to which Seller was licensed to use certain patents owned by Purchaser. The terms of the Technology and License Agreement require Seller to deposit estimated royalty payments into a separate account and provide written notice to Purchaser that the estimated royalty payments have been deposited.

B. Seller has filed a voluntary petition under Chapter 11 with the United States Bankruptcy Court for the Northern District of California (Bankruptcy Case No. 98-58279).

C. In order to resolve and settle all controversies, claims, actions and demands which have arisen or which hereafter may arise against each other, Purchaser desires to purchase certain assets from Seller and release Seller from all of Purchaser's claims, and Seller desires to sell such assets to Purchaser and release Seller from all of Seller's claims, upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and obligations contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I PURCHASE AND SALE OF ASSETS

1.1 Purchase and Sale of Assets. Subject to the terms and conditions set forth herein, Purchaser hereby agrees to purchase from Seller, and Seller hereby agrees to sell to Purchaser, those certain assets of Seller, described in general as the CypherPoint and Planar products, as more fully described below (the "**Assets**").

a. The CypherPoint and Planar product personal property assets, including inventories, described in Exhibit A attached hereto.

b. All toolings, drawings, test equipment, fixtures owned by Seller, for the CypherPoint and Planar systems.

c. All mask sets, including all design files for such masks, for the CypherPoint and Planar systems, and the exclusive license right granted by Mr. Scott Parsons to purchase wafers from Triquint, relating to Planar technology mask set #PM82A1, without surcharge for a five (5) year period.

d. Intellectual property rights associated with the CypherPoint and Planar technologies described in Exhibit A attached hereto.

e. Intangible property rights to the names "CypherPoint" and "Planar."

f. Contract rights through the assignment and assumption of that certain Manufacturing Services Agreement, dated June 1992, between Seller and Sun Denki (H.K.) Co., Ltd. (SD); provided, however, that Seller reserves all rights under the Manufacturing Services Agreement to enforce its rights, solely at Seller's expense, with respect to the equipment and/or other assets of Seller which are not included in this transaction.

The Assets are being purchased on a "where as" basis and Seller has no obligation to deliver the Assets to Purchaser.

1.2 Non-Assumption of Liabilities. Purchaser does not assume and shall in no event be liable for any debts, liabilities or obligations of Seller, whether fixed or contingent, known or unknown, choate or inchoate, liquidated or unliquidated, secured or unsecured or otherwise (including obligations and liabilities under executory contracts and commitments). All debts, liabilities and obligations of Seller shall be and remain solely Seller's responsibility.

ARTICLE II CONSIDERATION

2.1 Purchase Price. In full consideration of the sale and transfer of the Assets to Purchaser, Purchaser shall pay Seller the sum of One Hundred Sixty-five Thousand Dollars (\$165,000) (the "**Purchase Price**").

a. Concurrent with the execution and delivery of that certain Letter of Intent, dated February 19, 1999, Purchaser delivered a deposit of Seven Thousand Five Hundred Dollars (\$7,500) (the "**Deposit**") to Seller. Upon the Closing of the transaction contemplated hereby, Purchaser shall be entitled to a credit for the amount of the Deposit against the Purchase Price. Should this transaction fail to close through no fault of or breach by Purchaser, Seller shall promptly refund the Deposit to Purchaser.

b. The balance of the Purchase Price in the amount of One Hundred Fifty-seven Thousand Five Hundred Dollars (\$157,500) shall be paid to Seller at Closing, by wire transfer, cashiers' check, or other immediately payable funds.

2.2 Allocation of Purchase Price. Each of the parties hereto agrees to report this transaction for Federal tax purposes as set forth on Exhibit B attached hereto.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to and covenants with Purchaser as set forth below:

3.1 Power and Authority. Subject to the approval of this transaction by the United States Bankruptcy Court, Seller has full legal right, power, authority and capacity to enter into and deliver this Agreement and to consummate the transaction set forth herein, and to perform all the terms and conditions hereof. This Agreement has been duly and validly executed and delivered by Seller and is the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms.

3.2 False Statements. To the best knowledge of Seller, all documents and other papers delivered by or on behalf of Seller in connection with this Agreement and the transaction contemplated hereby are true, complete and correct in all material respects and all contracts and other agreements included thereunder are valid and binding on the parties thereto in accordance with their terms. To the best knowledge of Seller, the information furnished by or on behalf of Seller to Purchaser in connection with this Agreement and the transaction contemplated hereby and the negotiations and due diligence investigation of Purchaser does not contain any untrue statement of a material fact and does not omit to state any material fact of which Seller is aware which is necessary to make the statements made, in the context which made, not false or misleading. Seller is aware of no fact which Seller has not disclosed to Purchaser in writing which materially adversely affects, or so far as Seller can now foresee will materially adversely affect the ability of Seller to perform this Agreement.

3.3 Representations and Warranties on Closing Date. The representations and warranties contained in this Article shall be true and complete on and as of the Closing Date with the same force and effect as though such representations and warranties had been made on and as of the Closing Date.

**ARTICLE IV
REPRESENTATIONS AND WARRANTIES
OF PURCHASER**

Purchaser hereby represents and warrants to Seller that Purchaser has full legal right, power, authority and capacity to enter into and deliver this Agreement and to consummate the transaction set forth herein, and to perform all the terms and conditions hereof. This Agreement has been duly and validly executed and delivered by Purchaser and is the legal, valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms.

**ARTICLE V
CONDITIONS PRECEDENT TO CLOSING**

The conditions to Purchaser's obligations under the Agreement shall include, without limitation, the following:

5.1 Bankruptcy Court Approval. Prior to Closing, Seller shall have obtained an order issued by the United States Bankruptcy Court for the Northern District of California approving the sale of the Assets and declaring, among other things, that the Assets are being purchased free and clear of any and all liens, claims, and encumbrances of any kind.

5.2 Representations and Warranties True. At the Closing, all representations and warranties of Purchaser and Seller contained in this Agreement will be true and correct as of that date, and the parties will have complied with all obligations to be fulfilled prior to the Closing pursuant to the terms of this Agreement.

5.3 Seller's Disclosures. At the Closing, Seller shall provide to Purchaser all material information relating to the CypherPoint and Planar products and technology, including, but not limited to: (a) all current passwords and source codes for existing CypherPoint headend system; (b) the Y2K status for existing CypherPoint systems; (c) the ownership and location of all tooling, that is not owned by Seller, associated with the CypherPoint and Planar products; (d) a list of all suppliers and copies of supplier contracts for all raw materials used in manufacturing the CypherPoint and Planar systems; and (e) a list and copies of all agreements, including licenses, pertaining to the CypherPoint and Planar technologies, that Seller can reasonably locate.

5.4 Litigation. No action, suit, proceeding, or investigation by or before any court or any governmental body or authority pertaining to the transaction contemplated by the Agreement or its consummation will have been instituted or threatened on or before the Closing.

5.5 Conditions Satisfied. All of the conditions specified in this Agreement will have been fulfilled, except to the extent that any of such conditions will have been waived by Purchaser.

ARTICLE VI MUTUAL RELEASE AND SETTLEMENT

6.1 Mutual Release. Purchaser and Seller, on behalf of themselves and their respective officers, directors, shareholders, option holders, employees, agents, executors, administrators, representatives, successors, and assigns (collectively, "**Related Parties**") hereby mutually release and discharge each other and their respective Related Parties from all liability, claims, demands, actions, or causes of action of any kind or character, whether fixed or contingent (collectively, "**Claims**"), including, without limitation, any and all claims for royalty payments by Purchaser, and, without limitation, any and all avoidance actions by Seller.

6.2 Unknown or Unsuspected Consequences. The parties understand and acknowledge that Section 6.1 applies to and includes all unknown or unsuspected consequences or results arising from or relating to the transactions, occurrences, or agreements referred to in that Section. Purchaser and Seller, on behalf of themselves and their respective Related Parties, represent and warrant that they have read the contents of California Civil Code section 1542, which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected this settlement with the debtor.

PURCHASER AND SELLER, FOR THEMSELVES AND THEIR RESPECTIVE RELATED PARTIES, EXPRESSLY WAIVE ANY AND ALL RIGHTS AND BENEFITS UNDER CALIFORNIA CIVIL CODE SECTION 1542.

6.3 Nature of Release. Each party hereby acknowledges that it has read this Article, that it fully understands that THIS IS A GENERAL RELEASE GIVING UP ALL RIGHTS WITH RESPECT TO THE TRANSACTIONS OR OCCURRENCES THAT ARE BEING RELEASED UNDER THIS AGREEMENT. Each party acknowledges that it may hereafter discover facts different from or in addition to those it now knows or believes to be true in respect to the claims, demands, obligations, losses, causes of action, damages, penalties, costs, expenses, attorneys' fees, liabilities and indemnities herein released, and/or there is a risk that subsequent to the execution of this Agreement, the parties may or will suffer or incur damage which is unknown or unanticipated. The parties agree that the releases in this Agreement shall be and will remain in effect in all respects as complete, general and mutual releases

as to the matters released herein, notwithstanding any such different or additional facts, or risks which are unknown or unanticipated.

6.4 Non-Assignment of Claims. Each party represents and warrants to the other party that there has been no assignment or transfer of any interest in any claim which it may have against the other party, and each party agrees to indemnify and hold the other party harmless from any liabilities, claims, demands, damages, costs, expenses and attorneys' fees incurred by the other party as a result of any person's asserting any such assignment or transfer.

ARTICLE VII CLOSING

The "**Closing**" of the transaction contemplated by this Agreement will occur on the eleventh (11th) day after the entry of the order from the United States Bankruptcy Court for the Northern District of California approving the sale of the Assets (the "**Closing Date**"). In the event the parties are unable to consummate the Closing on the date specified, the Closing Date may be extended by the mutual agreement of the parties hereto.

ARTICLE VIII MISCELLANEOUS PROVISIONS

8.1 Necessary Acts. Each of the parties to this Agreement shall perform any and all acts and shall execute and deliver any and all documents that may be reasonably necessary to carry out the provisions and the intent of this Agreement.

8.2 Amendment. This Agreement may be amended only by a written instrument executed by the parties hereto.

8.3 Notices. Any and all notices, demands, requests or other communications required or permitted by this Agreement or by law to be served on, given to or delivered to any party hereto by any other party to this Agreement shall be in writing and shall be deemed duly served, given or delivered upon delivery by facsimile transmission (confirmed by any of the methods that follow), by courier service (with proof of service), by hand delivery, or by certified or registered mail (return receipt requested and first-class postage prepaid) and addressed as follows:

If to Seller: Pacific Monolithics, Inc.
c/o Richard J. Redett
Designated Responsible Individual
113 Tynan Way
Portola Valley, CA 94028

With a copy to: Doris A. Kaelin, Esq.
Murray & Murray
3030 Hansen Way, Ste. 200
Palo Alto, CA 94304

If to Purchaser: California Amplifier, Inc.
460 Calle San Pablo
Camarillo, CA 93012
Attn: Fred Sturm, President

Any notice which is addressed and mailed in the manner herein provided shall be conclusively presumed to have been duly given to the party to which it is addressed at the close of business, local time of the recipient, on the third day after the day it is so placed in the mail. Either party may change their address for the purposes of this Agreement, by giving notice of the change, in the manner required by this Section, to the other party.

8.4 Attorneys' Fees. In the event of any claim, dispute or controversy arising out of or relating to this Agreement, including an action for declaratory relief, the prevailing party in such action or proceeding shall be entitled to recover court costs and reasonable out-of-pocket expenses not limited to taxable costs, including, but not limited to, phone calls, photocopies, expert witness, travel, etc., and reasonable attorneys' fees to be fixed by the court. Such recovery shall include court costs, out-of-pocket expenses and attorneys' fees on appeal, if any. The court shall determine who is the "prevailing party," whether or not the dispute or controversy proceeds to final judgment. If either party is reasonably required to incur such out-of-pocket expenses and attorneys' fees as a result of any claim arising out of or concerning this Agreement or any right or obligation derived hereunder, then the prevailing party shall be entitled to recover such reasonable out-of-pocket expenses and attorneys' fees whether or not an action is filed.

8.5 Binding on Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of all agents, employees, officers, directors, executors, administrators, personal representatives, and other successors in interest of the parties hereto.

8.6 Sole and Only Agreement. This Agreement (including all exhibits attached hereto) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether oral or written, between them regarding the subject matter hereof. This Agreement is intended to replace and supersede in its entirety that certain Letter of Intent executed February 19, 1999, between the parties hereto. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on

behalf of any party, that are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding on either party. All representations, warranties, covenants and agreements of the parties contained in this Agreement shall survive the Closing.

8.7 Expenses. Seller and Purchaser shall each pay their own expenses, including, without limitation, counsel and accounting fees and expenses, incident to the preparation and carrying out of this Agreement and the consummation of the transaction contemplated hereby. Upon the Closing of the transaction contemplated hereby, Purchaser shall be responsible for the costs and expenses incurred in connection with the transfer of the Assets to Purchaser.

8.8 Sales and Use Taxes. It is understood and agreed that any state or local sales or use taxes that may become payable as the result of the transfer of the Assets to Purchaser shall be fully paid and discharged by Buyer.

8.9 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, and all of which will constitute a fully-executed Agreement. Transmittal and receipt of a facsimile copy of this Agreement with the facsimile signature(s) shall be binding on the parties hereto, with the original executed documents to be delivered subsequently via overnight mail.


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

BANKRUPTCY ESTATE OF
PACIFIC MONOLITHICS, INC.,
a California corporation

By: _____
Richard J. Redett, Designated
Responsible Individual

"Seller"

CALIFORNIA AMPLIFIER, INC.,
a Delaware corporation

By:  _____
Fred Sturm, President

"Purchaser"

behalf of any party, that are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding on either party. All representations, warranties, covenants and agreements of the parties contained in this Agreement shall survive the Closing.

8.7 Expenses. Seller and Purchaser shall each pay their own expenses, including, without limitation, counsel and accounting fees and expenses, incident to the preparation and carrying out of this Agreement and the consummation of the transaction contemplated hereby. Upon the Closing of the transaction contemplated hereby, Purchaser shall be responsible for the costs and expenses incurred in connection with the transfer of the Assets to Purchaser.

8.8 Sales and Use Taxes. It is understood and agreed that any state or local sales or use taxes that may become payable as the result of the transfer of the Assets to Purchaser shall be fully paid and discharged by Buyer.

8.9 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, and all of which will constitute a fully-executed Agreement. Transmittal and receipt of a facsimile copy of this Agreement with the facsimile signature(s) shall be binding on the parties hereto, with the original executed documents to be delivered subsequently via overnight mail.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

BANKRUPTCY ESTATE OF
PACIFIC MONOLITHICS, INC.,
a California corporation

By: 

Richard J. Redett, Designated
Responsible Individual

"Seller"

CALIFORNIA AMPLIFIER, INC.,
a Delaware corporation

By: _____

Fred Sturm, President

"Purchaser"

**EXHIBIT A
TO
AGREEMENT FOR PURCHASE AND SALE OF ASSETS
CALIFORNIA AMPLIFIER, INC., AND
PACIFIC MONOLITHICS, INC.**

Purchased Assets

1. CYPHERPOINT IP

Following items are included in the CP IP.

ITEM	DESCRIPTION	QTY	PM PART NUMBER	COMMENTS
1	Customer List including contact name and phone numbers			
2	Sales History by customer			
3	Marketing documentation (i.e., data sheets, specifications) (to the extent available to Seller)			
4	Product documentation - Electronic file (Autocad and Word) and hardcopy			
5	Manufacturing flow chart, assembly drawings, test procedures, alignment procedures, troubleshooting procedures			
6	Bills of Material for all Cypherpoint Products with costs			
7	Approved Vendor List for all Part Numbers			
8	PCB Design Files and Gerber Files			
9	Mechanical parts 3D design files (Autocad 13)			
10	DES codes for substantially all previously shipped products			
11	Serial Number Database (Paradox) - SN/Customer (to the extent available to Seller)			
12	Masks for Custom ASIC			
13	Source Code and Object Code for Microprocessor Program (to the extent available to Seller)			
14	Source Code and Executables for Headend Software			

ITEM	DESCRIPTION	QTY	PM PART NUMBER	COMMENTS
15	Source Code and Executables for Production Test and Alignment Software			
16	CP Cover Aluminum Die Cast Tooling	1	5600376	100K shots remaining
17	CP Housing Aluminum Die Cast Tooling	1	5600373	75K shots remaining
18	CP LED Lens Plastic Injection Mold Tooling	1	5600319	2 Million shots remaining
19	CP New Case O-ring-Rubber Molding Tooling	1	5600496	1 Million shots remaining
20	CP OLD COVER Aluminum Die Cast Tooling	1	5600119	25K shots remaining
21	CP OLD HOUSING Aluminum Die Cast Tooling	1	5600118	25 K shots remaining
22	CP O-ring Rubber Mold Tooling	1	5600161	1 Million shots remaining
23	CP RF Shield Aluminum Stamping Tool	1	5600378	900K shots remaining
24	CP Shield Aluminum Stamping Tool	1	5600361	900K shots remaining
25	CP Shield Aluminum Stamping Tool	1	5600427	1 Million shots remaining
26	Production Final Test Fixture	5		
27	Production AGC Test Fixture	7		
28	Production Interdictor Test Fixture	5		
29	Production Digital Board Alignment Test Fixture	5		
30	Production Label Test Fixture	5		
35	Cypherpoint Complete Headend - Engineering System	1		
36	Data Encoders	36	5600337	
37	Video Cards	94	5200139	

ITEM	DESCRIPTION	QTY	PM PART NUMBER	COMMENTS
38	Video Processor Chassis	21	5200136	
39	Compaq Computer	4		
40	Digital Board PCBA	75	5270392	
41	Digital Board PCB	185	5400172	
42	RF Board PCB	600	5400151	
43	CP Housing Die Casting	252	5600373/5600376	
44	Shields	10,865	5600427	
45	Crystal	7,950	5600382	
46	O-ring	10,122	5600492	
47	Microchip Microprocessor - programmed	3,000	1200473	
48	IMP Custom ASIC	2,500	1200468	
49	Interdictor tuning screws	40,000	1600386	
50	Gaskets	20,000	5600161	
51	Misc CP Engineering Units	117		
52	Misc Design Engineer Files/Notebooks			

For purposes of this Exhibit, all references to "shots remaining" and quantities of items are estimates and Seller makes no representations or warranties with respect to such estimates.

2. PLANAR ARRAY IP

Following items are included in the PLANAR ARRAY IP.

ITEM	DESCRIPTION	QTY	PM PART NUMBER	COMMENTS
1	Customer List including contact name and phone numbers			
2	Sales history by customer			
3	Marketing documentation (i.e., data sheets, specifications)			
4	Product documentation - Electronic file (Autocad and Word) and hardcopy			
5	Manufacturing flow chart, assembly drawings, test procedures, alignment procedures, troubleshooting procedures			
6	Bills of Material for all PLANAR ARRAY Products with costs			
7	Approved Vendor List for all Part Numbers			
8	PCB Design Files and Gerber Files			
9	Mechanical parts 3D design files (Autocad 13)			
10	Source Code and Executables for Production Test and Alignment Software			
11	5-year License to use Downconverter Chip in Planar Product without royalty			
12	PLANAR Antenna Feed Cable Cutting Tool	1	5600488	500K shots remaining
13	PLANAR Back Plata Aluminum Stamping Tool	1	5600504	1 Million shots remaining
14	PLANAR Balun PCB Stamping Tool	1	5400240	500K shots remaining

ITEM	DESCRIPTION	QTY	PM PART NUMBER	COMMENTS
15	PLANAR Bottom Cover Plastic Injection Mold Cover	1	5600508	1 Million shots remaining
16	PLANAR Butterfly Brass Stamping Tool	1	5600503	1 Million shots remaining
17	PLANAR Cable Contact Metal Stamping Tool	1	5600416	500K shots remaining
18	PLANAR Center Seal O-ring Rubber Molding Tool	1	5600437-001	1 Million shots remaining
19	PLANAR Combine Filter Brass Stamping Tool	1	5600548	1 Million shots remaining
20	PLANAR Combine Spacer Plastic Die Cut Tool	1	1600436	1 Million shots remaining
21	PLANAR Contact Metal Stamping Tool	1	5600416	500K shots remaining
22	PLANAR Cover, Filter, Sealing Aluminum Stamping Tool	1	5600397	1 Million shots remaining
23	PLANAR Cover, Filter, Tuning Aluminum Die Cast Tool	1	5600385	50K shots remaining
24	PLANAR Cover, Unit Shell Aluminum Die Cast Tool	1	5600432-001	20K shots remaining
25	PLANAR Gain Switch Cam Plastic Injection Mold Tool	1	5600417	1 Million shots remaining
26	PLANAR Mast Clamp Metal Stamping Tool	1	5600436	250K shots remaining
27	PLANAR O-ring Rubber Molding Tool	1	5600437-001	1 Million shots remaining
28	PLANAR O-ring, Filter Rubber Molding Tool	2	5600407	1 Million shots remaining
29	PLANAR O-ring, PCB Rubber Molding Tool	2	5600408	1 Million shots remaining
30	PLANAR PCB Shield Aluminum Stamping Tool	1	5600500	1 Million shots remaining
31	PLANAR PCS Center Conductor Metal Stamping Tool	2	5600478	500K Shots Remaining
32	PLANAR PCS Filter Housing Zinc Die Cast Tool	1	5600475	150K Shots Remaining
33	PLANAR PCS Ground Conductor Metal Stamping Tool	2	5600495	500K Shots Remaining
34	PLANAR Screw Seal O-ring Rubber Molding Tool	1	5600404-002	1 Million shots remaining

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ITEM	DESCRIPTION	QTY	PM PART NUMBER	COMMENTS
35	PLANAR Shim Plastic Injection Mold Tool	1	5600509	500K Shots Remaining
36	PLANAR Speedbolt Metal Bending/forming tool	1	5600335	250K Shots Remaining
37	PLANAR Speedbolt Metal Bending/forming tool	1	5600364	250K Shots Remaining
38	PLANAR Top Cover Plastic Injection Mold Tool	1	5600507	1 Million shots remaining
39	PLANAR Unit Shell Aluminum Die Cast Tool	2	5600544-001	100K Shots Remaining
40	PLANAR Unit Shell Secondary Operations Tooling	1	5600544-002	500K Shots Remaining
41	PLANAR WCS Filter Housing Zinc Die Cast Tool	1	5600550	200K Shots Remaining
44	Production Final Test Fixture	3		
45	Production PCS Test Fixture	3		
46	Production MMDS Tuning Fixture	5		
47	Production MDS Tuning Fixture	3		
48	Production LO/VT/Phase Noise Fixture	3		
49	Production Cover Press Assembly Fixture	1		
50	Production Filter Screw Assembly Fixture	1		
51	Production Shell to Cover Assembly Fixture	1		
52	Production Solder Assembly Fixture	1		
53	Production Crystal Forming Assembly Fixture	1		
54	PCS Filter Center Conductor	100	5600476	

ITEM	DESCRIPTION	QTY	PM PART NUMBER	COMMENTS
55	Cable Jacket Dielectric	1,000	5600486	
56	PCB Balun, PCS Filter Matched	350	5400240	
57	Shield Balun PCB	450	5600500	
58	Butterfly Element	1,350	5600503	
59	Back Plate	400	5600504	
60	Top Cover	100	5600507	
61	Bottom Cover	100	5600508	
62	Shim Retainer	450	5600509	
63	MMDS Filter	31,000	3600052	
64	PCB Planar 33 Channel	850	5400212	
65	Crystal 17.79688 Mhz	4,400	5600457-001	
66	Conn F Type Bulkhead	200	5600055	
67	O-ring .241D x .070	16,000	5600135	
68	Cover Filter Tuning	150	5600385-002	
69	Cam Activator	900	5600417	
70	Case, Unit Shell	2,000	5600544	
71	Cover Filter Sealing	300	5600397	
72	O-ring Filter	6,000	5600407	
73	Contact Ground	7,500	5600416	
74	Cover Die Cast	200	5600432	

ITEM	DESCRIPTION	QTY	PM PART NUMBER	COMMENTS
75	O-ring .171 x .030	1,000	5600437-001	
76	Misc Engineering Units	200		
77	Misc Design Engineering Files/Notebooks			

For purposes of this Exhibit, all references to "shots remaining" and quantities of items are estimates and Seller makes no representations or warranties with respect to such estimates.

3. Purchased Patents

US PAT NO: D 391,577
DATED ISSUED: Mar. 3, 1998
TITLE: Cover for a microwave antenna and downconverter
INVENTOR: Todd G. Brehmer, San Jose, CA
Allen F. Podell, Palo Alto, CA
ASSIGNEE: Pacific Monolithics, Inc. Sunnyvale, CA (U.S. Corp.)
APPL-NO: 29/056,975
DATE FILED: Jul. 12, 1996

US PAT NO.: D 357,020
DATE ISSUED: Apr. 4, 1995
TITLE: Horn antenna
INVENTOR: Raymond; Joel J. (Port Hueneme, CA)
ASSIGNEE: Wireless Systems International, Inc. (Port Hueneme, CA)
APPL-NO: 15,977
DATE FILED: Dec. 3, 1993
Assigned to Pacific Monolithics, Inc. from Wireless Systems, Inc. The Assignment was executed on April 25, 1996, and is recorded in reel 7961, frame 0702.

4. Purchased Trademarks

Trademark	Status	International Class(es)	Registration Number	Serial No.
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|----------------|------------|---|----------|-----------|
| 1. CYPHERPOINT | REGISTERED | 9 | R1989151 | 74-570607 |
| 2. SWITCHPOINT | REGISTERED | 9 | R1927980 | 74-586182 |
| 3. VAGI | REGISTERED | 9 | R1968893 | 74-528578 |

**EXHIBIT B
TO
AGREEMENT FOR PURCHASE AND SALE OF ASSETS
CALIFORNIA AMPLIFIER, INC., AND
PACIFIC MONOLITHICS, INC.**

Allocation of Purchase Price