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TRADEMARKS ONLY

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

STELLEX MICROWAVE SYSTEMS, INC.

Additional name(s) of conveying party(ies) attached? yes no

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

(2a.)

Name: M/A COM TECH, INC.

Address: 1011 Pawtucket Blvd., P.O. Box 3295, Lowell, MA 01853

(2b.)

Name _____

Address: _____

Additional name(s) & address(es) attached? yes no

3. Name of Conveyance:

2-27-01

- Assignment Merger
- Security Agreement Change of Name
- Other: _____

Execution Date: February 2, 2001

4. Application number(s) or patent 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):

B. Trademark Registration No.(s):

03/08/2001 GTON11 00000092 1175891

1175891 (Issued 11/03/81)

1170981 (Issued 09/29/81)

1527959 (Issued 03/07/89)

01 FC:481 40.00 OP
02 FC:482 50.00 OP

Additional numbers attached yes no

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

Name: MARK COVEY
 Internal Address: WINSTON & STRAWN
 Street Address: 200 Park Avenue, 42nd Floor
 City: New York State: NY ZIP: 10166

Refund Ref:
03/08/2001 GTON11 0000102740

CHECK Refund Total: \$30.00

6. Total number of applications and trademarks involved: three (3)

7. Total fee (37 CFR 3.41):.....\$ 120.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

90E

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.

MARK COVEY
Name of Person Signing

Mark Covey
Signature

February 2, 2001
Date

Total number of pages comprising cover sheet, attachments and document: 4

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

TRADEMARK ASSIGNMENT

WHEREAS, STELLEX MICROWAVE SYSTEMS, INC., a California corporation with a place of business at 5300 Hellyer Avenue, San Jose, California 95138 (hereinafter "ASSIGNOR") and M/A-COM TECH, INC. (f/k/a Tyco Acquisition Corp. XIV (NV)), a Nevada corporation with a place of business at c/o Tyco International (US) Inc., One Town Center Road, Boca Raton, Florida 33486 (hereinafter "ASSIGNEE") are parties to that certain Asset Purchase Agreement dated as of January 10, 2001 (the "Asset Purchase Agreement"); and

WHEREAS, ASSIGNEE is desirous of acquiring, and, pursuant to the Asset Purchase Agreement, ASSIGNOR has agreed to assign, all right, title and interest of ASSIGNOR in and to certain trademarks identified in Schedule A hereto and incorporated herein by reference;


NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. ASSIGNOR hereby assigns, transfers and conveys, effective as of the date hereof, to ASSIGNEE, its successors, legal representatives and assigns, all of ASSIGNOR's right, title, and interest in and to the MARKS, together with any goodwill of that portion of ASSIGNOR'S business symbolized thereby, including without limitation, the right to petition, sue or otherwise seek and recover damages, profits and any other remedy (monetary, injunctive, declaratory or other), for any past, present or future infringement, dilution, conversion or misappropriation of, or other injury, offense, violation, breach of duty or wrong relating to the MARKS, or any license, agreement, contract or other matter relating thereto. This Trademark Assignment is made without any covenant, warranty or representation by, or recourse against, ASSIGNOR except as expressly set forth in the Asset Purchase Agreement.

2. ASSIGNOR agrees that it will execute and deliver, or cause to be executed and delivered, to ASSIGNEE or ASSIGNEE's legal representatives, any other or additional assignments, powers and other appropriate documentation, and take all additional actions, necessary to effectuate, validate and record the Assignment of the MARKS to ASSIGNEE with the appropriate agencies and offices of all jurisdictions in which the MARKS is or may be registered or in which applications for registration of the MARKS is pending, under the relevant laws of the United States or any other jurisdictions, within a reasonable time of execution hereof.

2nd IN WITNESS WHEREOF, the undersigned has executed this Assignment as of this day of February, 2001.

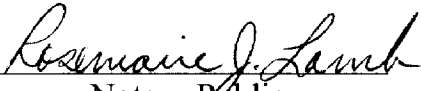
STELLEX MICROWAVE SYSTEMS, INC.
A California corporation

By: 
Name: P. Roger Byer
Title: Vice Chairman and Treasurer

SEAL

State of New York)
County of New York) ss

On this 2nd day of February, 2001, before me personally appeared P. Roger Byer to me personally known, who being duly sworn, did say that he is the Vice Chairman and Treasurer of STELLEX MICROWAVE SYSTEMS, INC. and that he duly executed the foregoing instrument for and on behalf of STELLEX MICROWAVE SYSTEMS, INC., being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

ROSEMARIE J. LAMB
Notary Public, State of New York
No. 011A4722680
Qualified in Nassau County
Certificate Filed in New York County
Commission Expires October 31, 2002

SCHEDULE A

United States Trademark Registrations

<u>Trademark</u>	<u>Registration No.</u>	<u>Date Issued</u>
MINPAC	Reg.1175891	Issued 11/03/81
MINPAC & Design	Reg. 1170981	Issued 09/29/81
VERSA-AMP	Reg. 1527959	Issued 03/07/89

Foreign Trademark Registrations

<u>Trademark</u>	<u>Registration No./Country</u>	<u>Date Issued</u>
MINPAC	1114802/United Kingdom	Issued 05/23/79
MINPAC	1510177/Japan	Issued 04/30/82
MINPAC & DESIGN	B1114803/United Kingdom	Issued 05/23/79
MINPAC & DESIGN	1510178/Japan	Issued 04/30/82
VERSA-AMP	372628/Canada	Issued 08/31/90
VERSA-AMP	1495606/France	Issued 10/25/88
VERSA-AMP	543452/Italy	Issued 04/12/91
VERSA-AMP	1137904/Germany	Issued 04/17/89
VERSA-AMP	1359376/United Kingdom	Issued 09/30/88
VERSA-AMP	448982/Benelux	Issued 03/06/89
VERSA-AMP	2385429/Japan	Issued 02/28/92
VERSA-AMP	218261/Sweden	Issued 08/03/90
VERSA-AMP	70558/Israel	Issued 10/06/88