

05-04-2001



101700375

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

4.24.01

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

Execution Date
Month Day Year

Name Advanced Signal Corporation

11 30 00

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization an Illinois Corporation

Receiving Party

Mark if additional names of receiving parties attached

Name EDX Engineering, Inc.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 2 Cromwell

Address (line 2) _____

Address (line 3) Irvine

California

92618-1816

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership Corporation Association
- Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization a Delaware Corporation

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.)

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

TRADEMARK
REEL: 002285 FRAME: 0635

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" value="1,971,896"/>	<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"/>	<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

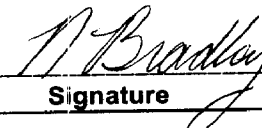
Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.) #

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.

Nicole S. Bradley  4/11/01

Name of Person Signing Signature Date Signed

TRADEMARK ASSIGNMENT

This ASSIGNMENT (the "Assignment") dated as of April 2, 2001, is from EDX Engineering, Inc. (the "Company"), an Oregon corporation having a place of business at P.O. Box 1547, Eugene, OR, 97440, and to Comarco Wireless Technologies, Inc. (the "Purchaser"), a Delaware corporation having a place of business at 2 Cromwell, Irvine, California, 92618-1816 (together, the "Parties").

WHEREAS, EDX Engineering was the owner of the entire right title and interest in and to the trademarks listed on Attachment A (the "Trademarks");

WHEREAS, EDX Engineering merged with Comarco Wireless Technologies, Inc. (the "Merger") on December 7, 2000; and

WHEREAS, as a condition of the Merger, Comarco Wireless Technologies, Inc. acquired EDX Engineering's entire right, title and interest in and to the Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is acknowledged, the Company does hereby agree as follows:

1. **Assignment.** The Company hereby recognizes that it has assigned unto the Purchaser, and the Purchaser has accepted, the Company's entire right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the right to enforce these rights and interests against any third party which may be liable for past, present and/or future infringement, and the right to sue infringers for all profits and damages, including such profits and damages associated with past infringement.

2. **Effective Date.** The Company agrees that this Assignment document is a **RETROACTIVE** assignment, and that the effective date of the assignment of the Company's right, title and interest in the Trademarks is the date of the Merger, December 7, 2000.

3. **Recordation.** The Company agrees to execute all papers necessary to perfect the chain of title in and to the Trademarks with the United States Patent and Trademark Office.

EDX Engineering

By: 

Title: President

Date: April 2, 2001

Attachment A

MARK

SIGNAL

EDX SIGNALPRO

SIGNAL MX

SIGNALPRO

IDENTIFYING NUMBER

OR Reg. No. T 30037

Fed. Ser. No. 75/090,277

Fed. Reg. No. 2,364,935

Fed. Reg. No. 1,971,896

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (hereinafter the "Agreement"), effective as of the last date of signature below, is between EDX Engineering, Inc., its successor and predecessors in interest and all subsidiaries and affiliates, (hereinafter "EDX") and Advanced Signal Corporation (hereinafter "Advanced Signal"). EDX and Advanced Signal are hereinafter referred to collectively as the "Parties."

WHEREAS, EDX is the owner of Oregon State Registration No. T 30037 for the trademark SIGNAL for PC-based, propagation analysis software for radio paging and other wireless communications systems; and

WHEREAS, EDX is the owner of a pending application for federal registration of the trademark EDX SIGNALPRO for computer software for analysis, modeling, and display of propagation effects of radio and other wireless communication systems, U.S. Serial Number 75/090,277; and

WHEREAS, starting at least as early as September 1992, EDX adopted and has continuously and exclusively used, in interstate commerce, the common law trademark SIGNAL for computer software products, including but not necessarily limited to PC-based, propagation analysis software for radio paging and other wireless communications systems; and

WHEREAS, Advanced Signal is the owner of United States Trademark Registration No. 1,971,896 for the mark SIGNALPRO for "communications systems testing and infrastructure equipment, namely a paging decoder device and graphical user interface computer software program for reading decoded data", and Advanced Signal adopted and has continuously used in interstate commerce its SIGNALPRO mark since at least as early as September, 1994; and

WHEREAS, EDX has filed a Petition for Cancellation of Advanced Signal's U.S. Registration No. 1,971,896, and such Petition for Cancellation is currently pending before the Trademark Trial and Appeal Board as Cancellation No. 26,116 (hereinafter the "Cancellation"); and

WHEREAS, the Parties desire to compromise, settle and discharge all claims, controversies, demands, actions, or causes of actions arising out of the dispute between them regarding the use of the mark SIGNALPRO in connection with the above-reference goods.

NOW THEREFOR, in consideration of the foregoing, and of the mutual covenants contained in this Agreement, the following Agreement is made in full settlement of the dispute:

1. Advanced Signal assigns to EDX all Advanced Signal's right, title, and interest in and to the mark SIGNALPRO, including but not limited to assignment of U.S. Registration No. 1,971,896 for the mark SIGNALPRO, by executing the attached Trademark Assignment (attached hereto as Exhibit A, the "Assignment") which is incorporated by reference into this Agreement.

2. Advanced Signal shall have six months from the effective date of this Agreement to phase out its use of the SIGNALPRO mark (hereinafter the "Phase-out Period").

3. Advanced Signal acknowledges that it will discontinue all use and sale of any remaining advertising and promotional materials and products, respectively, containing, referencing or bearing the SIGNALPRO mark by the end of the Phase-out Period. However, the Parties understand that Advanced Signal will not be required to do anything concerning products it has sold and shipped prior to the end of the Phase-out period.

4. Advanced Signal and EDX agree to the termination, without prejudice, of the pending Petition for Cancellation of the U.S. Registration for the mark SIGNALPRO.

5. EDX agrees to pay to Advanced Signal, the sum of \$147,500.00 for, among other things, Advanced Signal's assignment of the mark SIGNALPRO to EDX, to be paid upon Advanced Signal's execution of this Agreement and the attached Assignment, as long as this Agreement is executed on or before November 30, 2000.

6. EDX agrees to pay costs associated with the U.S. Patent and Trademark Office recordation of the Assignment.

7. EDX agrees that there is no trademark problem with Advanced Signal's use of its trade name ADVANCED SIGNAL, and agrees that the release in paragraph 8 is for any claims it may have had related to Advanced Signal's use of its trade name ADVANCED SIGNAL.

8. In consideration of the covenants, promises, releases and agreements provided for in this Agreement, the receipt and sufficiency of which are hereby acknowledged, EDX does hereby for itself, its owners, and for any of the corporate parents, affiliates or subsidiaries of EDX, and any of its officers, shareholders, partners, directors, employees, agents, attorneys, representatives, predecessors, successors, insurers, and assigns, if any, and for the heirs, administrators, executors and assigns

thereof, relieve, release and forever discharge Advanced Signal, its owners and any corporate parent, affiliate or subsidiary of Advanced Signal, and any of its officers, directors, shareholders, partners, employees, agents, attorneys, representatives, predecessors, successors, insurers, and assigns thereof, if any, from any and all claims, damages, demands, actions, rights, debts, liabilities, obligations, expenses, accountings, causes of action or suits which EDX now has or may hereafter accrue against Advanced Signal based upon any acts or omissions occurring prior to the date of this Agreement, including those claims, demands or causes of action arising out of or in any way related to any alleged infringement by Advanced Signal of EDX's trademark rights in the mark SIGNAL. This paragraph does not release or discharge Advanced Signal from performing according to the terms of this Agreement.

9. In consideration of the covenants, promises, releases and agreements provided for in this Agreement, the receipt and sufficiency of which are hereby acknowledged, Advanced Signal does hereby for itself, its owners, and for any of the corporate parents, affiliates or subsidiaries of Advanced Signal, and any of its officers, shareholders, partners, directors, employees, agents, attorneys, representatives, predecessors, successors, insurers, and assigns, if any, and for the heirs, administrators, executors and assigns thereof, relieve, release and forever discharge EDX, its owners and any corporate parent, affiliate or subsidiary of EDX, and any of its officers, directors, shareholders, partners, employees, agents, attorneys, representatives, predecessors, successors, insurers, and assigns thereof, if any, from any and all claims, damages, demands, actions, rights, debts, liabilities, obligations, expenses, accountings, causes of action or suits which Advanced Signal now has or may hereafter accrue against EDX based upon any acts or omissions occurring prior to the date of this Agreement, including those claims, demands or causes of action arising out of or in any way related to any alleged infringement by EDX of any of Advanced Signal's trademark rights in the mark SIGNALPRO. This paragraph does not release or discharge EDX from performing according to the terms of this Agreement.

10. The covenants, promises, assignments, and agreements contained in this Agreement are made pursuant to a settlement between the Parties and represent a compromise of disputed claims. The covenants, promises, assignments, and agreements contained in this Agreement are not an admission of liability by either of the Parties and do not constitute a license between the Parties.

11. Each of the Parties represents and warrants that it is authorized to enter into and perform this Agreement and will be bound by the terms of this Agreement. This Agreement shall be binding on and issue to the benefit of EDX and Advanced Signal, and their respective heirs, legal representatives, successors, and assigns.

12. The Parties represent and warrant that each has relied upon its own judgment and the judgment of their respective legal counsel regarding every aspect of this Agreement. This Agreement reflects the entire understanding between the Parties and no statement, promises or inducements by any of the Parties or any agent of any of the Parties to this Agreement shall be valid or binding unless they are contained in this Agreement, including all exhibits to this Agreement. This Agreement constitutes the entire agreement between the Parties and fully supersedes and replaces any and all alleged or actual prior agreements or understandings between the Parties. If any part of this Agreement is determined to be wholly or partially unenforceable, the balance of the Agreement will not be affected and shall remain enforceable. Any amendments or modifications to this Agreement can and will only be made by written addendum, agreed to by all parties.

13. This Agreement shall be governed by and interpreted under the laws of the State of Oregon.

14. This Agreement may be executed in two identical counterparts, which together shall constitute one agreement.

EDX Engineering, Inc.

By:

Title: President

Date: November 30, 2000

Advanced Signal Corporation

By:

Title: President

Date: 11/30/00

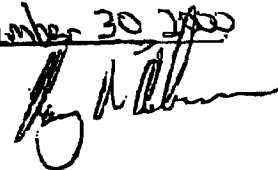
EXHIBIT A**TRADEMARK ASSIGNMENT**

WHEREAS, Advanced Signal Corporation, a corporation organized under the laws of the State of Illinois, having its principal place of business at 301 Oak Street, Quincy, Illinois 62306, is the registered owner of United States Trademark Registration No. 1,971,896, registered April 30, 1996, covering the mark SIGNALPRO; and

WHEREAS, EDX Engineering, Inc., a corporation organized under the laws of the State of Oregon, having offices at PO Box 1547, Eugene, Oregon 97440, is desirous of acquiring said mark and the registration therefor;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Advanced Signal Corporation does hereby sell, assign, transfer, and set over unto EDX Engineering, Inc. all rights, title, and interest in and to the trademark SIGNALPRO, together with the good will of the business symbolized by the mark and the registration therefor, and all claims for damages by reason of past and future infringement of the trademark SIGNALPRO, with the right to sue for, and collect the same, for its own use and benefit, and for the use and benefit of its successors, assigns or other legal representatives.

THIS ASSIGNMENT dated and effective as of November 30, 2000



ADVANCED SIGNAL CORPORATION

Date: 11/30/00

By Steven M. Sandercock

Name: STEVEN M. SANDERCOCK

Title: PRESIDENT

STATE OF ILLINOIS)

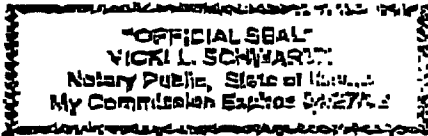
COUNTY OF)

On this 30 day of November, 2000, before me personally came the above-named _____, who executed the foregoing instrument in my presence, and who acknowledged to me that he executed the same of his own free will for the purposes set forth.

Vicki L. Schwartz

Notary Public for Illinois
My Commission Expires _____

[SEAL]



ATTACHMENT TO THE SETTLEMENT AGREEMENT AND MUTUAL RELEASE