

3/26/02

04-11-2002

FORM PCT-1618A
Expires 6/30/99
OMB 0651-0027

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Submission Type

- New
- Resubmission (Non Recordation)
Document ID#
- Correction of PTO Error
Reel # Frame #
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Conveyance Type

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name
Formerly

Execution Date
Month Day Year

- 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)

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City State/County Zip Code

- Individual
 - General Partnership
 - Partnership
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Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

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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)

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<input type="text" value="1,963,845"/>	<input type="text"/>	<input type="text"/>
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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 deposition account are authorized, as indicated herein.

Cheryl A. Withycombe
Signature

3-26-02
Date Signed

Name of Person Signing

**SELECTED ASSET
PURCHASE AGREEMENT**

THIS SELECTED ASSET PURCHASE AGREEMENT ("Agreement") is made and entered into this 22nd day of March, 2001, by and between IDEAL Industries, Inc., a Delaware corporation ("IDEAL"), IDEAL Industries GmbH, a limited liability company (Gesellschaft Mit Beschränkter Haftung) formed under the laws of Germany ("IDEAL GmbH") (each a "Purchaser" and collectively "Purchasers"), Wavetek US, Inc., a Delaware corporation ("Wavetek"), and Acterna München GmbH, a limited liability company (Gesellschaft Mit Beschränkter Haftung) formed under the laws of Germany ("Acterna Munchen") (each a "Seller" and collectively "Sellers").

WHEREAS, Sellers are engaged in, among other things, the business of designing, developing, assembling, marketing, selling, maintaining, and servicing certain Products, as defined below, commonly referred to as the Wavetek LAN Division (these activities of Seller being collectively referred to as the "Business");

WHEREAS, Purchasers desire to purchase from Sellers, and Sellers desire to sell to Purchasers, all of the assets, properties, rights and claims of the Business on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements herein contained, the parties agree as follows:

CERTAIN DEFINITIONS

Technical Disclosure shall mean that certain disclosure entitled "Shark RF Connector System Patent Disclosure" attached as part of Schedule 4.7 hereto.

Products means all models of the Wavetek local area network ("LAN") analyzer product line currently manufactured, marketed, supported, maintained, and/or sold by Sellers as of Closing (and including the product under development commonly referred to as the "Shark" product), including the models set forth on Exhibit 1 hereto, plus the accessories and other items listed on Exhibit 1 hereto.

ARTICLE I

THE TRANSACTION

1.1 Purchase and Sale of Assets. At the Closing, Sellers shall sell, transfer, assign, convey and deliver to Purchasers (or their affiliated designee(s)), and Purchasers (or their affiliated designee(s)) shall purchase, accept and receive, all right, title and interest in, to or arising from the Purchased Assets (as defined below).

1.2 Purchased Assets.

(a) Except to the extent provided in Section 1.2(b), the "Purchased Assets" shall consist of those assets, properties, rights and claims, tangible and intangible, acquired for, used in, held for use in, relating to or arising from the conduct of the Business, wherever located, including those which are set forth below:

- (i) accounts and notes receivable;
- (ii) all inventories of any nature (including raw materials, work in process, samples, supplies, service parts, and finished goods), to the extent provided by, and upon the terms contained in, that certain Manufacturing Agreement between IDEAL and Wavetek dated even herewith (the "Manufacturing Agreement");
- (iii) tangible personal property (such as machinery, equipment, furniture (if any), automobiles (if any), tools, jigs and dies), including without limitation the assets set forth on **Schedule 1.2(a)(iii)** hereto;
- (iv) all rights, title, and interest in computer software, whether coded on microchips or otherwise, including without limitation source code, object code, databases, documentation and manuals, and licensing rights;
- (v) all rights of Sellers under the leases and agreements, if any, referred to on **Schedule 1.2(a)(v)**, and all similar agreements entered into in the ordinary course of business between the date hereof and Closing, but excluding any liabilities or obligations pursuant thereto except as specifically provided in Section 1.3;
- (vi) all information in the nature of know-how, ideas, trade secrets, inventions, processes, designs, engineering and other drawings, devices and related information and documentation relating to the Business;
- (vii) all patents, trademarks, copyrights, trade names, trade styles, trade dress, logos, product designations and service marks and all applications (pending or in process) and registrations therefor and licenses thereof, including the Technical Disclosure; but excluding the name "Wavetek" (except to the extent a license therein is granted according to the terms hereof);
- (viii) all rights under agreements with employees and others concerning confidentiality, noncompetition and the assignment of inventions (but excluding any liabilities and obligations pursuant thereto);
- (ix) all sales and promotional literature;

(x) all rights under and pursuant to all warranties, representations and guarantees made by suppliers of goods or services to Sellers;

(xi) all documents and records, including supplier and customer lists and files, purchasing records, list of prospects and historical and pricing data;

(xii) all product literature and information sheets;

(xiii) all accounting information;

(xiv) all e-mail addresses of customers, suppliers, and other third party contacts used in or relating to the conduct of the Business (it being understood, that Sellers may also retain copies of same); and

(xv) all rights, title, and interest in any other assets, tangible or intangible, relating to the Business.

(b) Notwithstanding the above, the "Purchased Assets" shall not include:

(i) the assets located at Wavetek's facilities at Indianapolis, Indiana, and Bradenton, Florida (except to the extent listed on any of the schedules contemplated by section 1.2(a) hereto);

(ii) the assets of the Digital Broadcast Division of Wavetek (other than office furnishings and computer network cabling at the San Diego premises covered by the Sublease (as defined below)); and

(iii) those items (including those assets, if any, that are shared between the Business and other operations of the Sellers) listed on **Schedule 1.2(b)** hereto.

1.3 Liabilities and Obligations. Purchasers shall not assume and shall not be liable or responsible for any debt, obligation or liability of any Seller of any kind, whether known or unknown, contingent, absolute, or otherwise, except to the extent such falls within the definition of "Assumed Obligations," which means:

(a) with respect to IDEAL, the accounts payable of Wavetek, solely to the extent they arise directly out of the Business, to non-affiliated third parties incurred in the ordinary course of the Business consistent with past practice that are not more than ninety (90) days past due as of the Closing Date, but in both cases only to the extent specified on the Settlement Statement in the amounts reflected thereon, and in no event to include amounts related to or arising from the transactions contemplated hereby (the "Assumed Payables");

(b) warranty type obligations with respect to products of the Business sold or licensed prior to the Closing; provided, that the amount of liabilities assumed by Purchasers shall be limited to \$390,000 in the aggregate;

(c) all obligations under the agreements, contracts, leases, licenses, and other arrangements referred to in the definition of Purchased Assets, either (i) to furnish goods, services, and other non-cash benefits to another party after the Closing or (ii) to pay for goods, services, and other non-Cash benefits that another party will furnish to a Purchaser after the Closing; provided, however, and not by means of limitation, that the Assumed Obligations shall not include (i) any liability for unpaid taxes for periods prior to the Closing, (ii) any liability for income, transfer, sales, use, and other taxes arising in connection with the consummation of Sellers' transfer of the Purchased Assets contemplated hereby (including any income tax arising out of Sellers' transfer of the Purchased Assets), (iii) any liability for the unpaid taxes of any person or entity other than a Seller as a transferee or successor, by contract or otherwise, (iv) any liability of a Seller for costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby, or (v) any liability or obligation of a Seller under this Agreement (or under any other agreement between a Seller on the one hand and a Purchaser on the other hand entered into on or after the date of this Agreement);

(d) Acterna Munchen's obligation to perform services under, and otherwise comply with, pre-paid service contracts it has entered into with its customers to the extent entered into prior to the Closing Date (commonly referred to as "Care-Plan" contracts), but not any damages for Acterna Munchen's breach or failure to comply with such plans; and

(e) With respect to IDEAL GmbH, value added or similar taxes imposed by Germany or any political jurisdiction thereof on the transfer of the Purchased Assets set forth on Schedule 1.5, but only to the extent that such taxes may be credited or offset against value added or similar taxes imposed on or payable by IDEAL GmbH (and Ideal GmbH shall diligently pursue such credit or offset and shall promptly reimburse Seller any owed amounts).

1.4 Nonassignable Contracts.

(a) To the extent that the assignment by a Seller of any sales order, purchase order, lease, license or other contract included in the Purchased Assets is not permitted without (i) the consent of the other party to the contract, or (ii) the approval of a Purchaser as a source of the products or services called for by such contract, then at the option of such Purchaser this Agreement shall not be deemed to constitute an assignment or an attempted assignment of the same, if such assignment or attempted assignment would constitute a breach thereof. However, unless otherwise agreed as to any particular contract (or class thereof), such Seller shall use its best efforts to obtain any and all such consents and approvals.

(b) If any necessary consent or approval is not obtained, Sellers shall cooperate with Purchasers in any reasonable arrangement requested by Purchasers designed to provide Purchasers with all of the benefits under such contract as if such consent or approval had been obtained, including subcontracts from such Seller and undertakings by Purchasers of the work necessary to perform contracts as the agent of such Seller with the understanding that such Seller shall then invoice the customer for services rendered and promptly remit amounts received to Purchasers. Nothing herein shall excuse any Seller from responsibility for any of its representations, warranties, covenants or agreements in this Agreement.

1.5 Allocation of Purchased Assets. Sellers represent that Schedule 1.5 hereto sets forth a list of all the Purchased Assets owned by Acterna Munchen (the "German Assets"), and that the remainder of the Purchased Assets are owned by Wavetek. The parties acknowledge that, pursuant to the bill of sale contemplated by Section 3.3(a), the German Assets are being transferred to IDEAL GmbH, and that the remainder of the Purchased Assets are being transferred to IDEAL.

ARTICLE II

CONSIDERATION FOR TRANSFER

2.1 Consideration and Payment. The aggregate consideration for the Purchased Assets shall be two million eight hundred sixty six thousand U.S. dollars \$2,866,000, subject to adjustment as provided herein (the "Purchase Price"), to be paid by Purchasers in immediately available funds at the Closing (the "Closing Cash Payment").

2.2 Adjustment to Purchase Price. The Purchase Price is premised upon (i) the Value of Working Capital (as hereafter described) at Closing being equal to \$2,499,000 (the "Target Value"), and (ii) the aggregate of all the Assumed Payables (collectively, the "Liability Amount") being equal to three hundred and two thousand dollars (\$302,000). In the event that the Value of Working Capital is less than, or greater than, the Target Value, the Purchase Price shall be reduced or increased dollar for dollar by the amount of the difference. In the event that the Liability Amount is greater than or less than three hundred and two thousand dollars (\$302,000), the Purchase Price shall be reduced or increased dollar for dollar by the amount of the difference (the "Excess Liability Amount" and such adjustment being referred to as the "Excess Liability Amount Adjustment"); provided, however, that to the extent (and only to the extent) that the components of the Excess Liability Amount also cause the Value of Working Capital to be less than or greater than the Target Value, no Excess Liability Amount Adjustment shall be made.

2.3 Value of Working Capital. The "Value of Working Capital" shall mean the book value of the current assets included in the Purchased Assets less the book value of the current liabilities included in the Assumed Payables; provided, however, that the specific categories of current assets used to determine the Value of Working Capital shall include only those categories of assets reflected on the balance sheet attached as **Schedule 2.3**. For purposes hereof, book value shall mean the stated value on the Settlement Statement (as hereafter described).

2.4 Post-Closing Adjustment. Within forty-five (45) days after the Closing Date, IDEAL and Wavetek shall work together in good faith to prepare an agreed-upon statement (the "Settlement Statement") setting forth in detail the determination of the Value of Working Capital as of the Closing Date. In connection therewith, from and after the Closing, each such party shall provide the other and its representatives with full access to all assets, records and work papers necessary to compute and verify the Value of Working Capital, and shall consult with the other party during the process of preparation of the Settlement Statement with a goal of arriving at a Settlement Statement that is agreed upon by the parties. If such parties cannot agree to the substance of the Settlement Statement forty-five (45) days after Closing, either party may deliver to the other a Dispute Notice (as defined below). After delivery of a Dispute Notice, Wavetek and IDEAL shall promptly negotiate in good faith with respect to the subject of the Dispute Notice, and if they are unable to reach an agreement within thirty (30) days after delivery of the Dispute Notice, the dispute shall be submitted to the Independent Auditor (as defined below). The Independent Auditor shall be directed to issue a final and binding decision within sixty (60) days of submission of the Dispute Notice, as to the issues of disagreement referred to in the Dispute Notice and not resolved by the parties. The Settlement Statement, as so prepared by agreement or by the Independent Auditor (if required) shall be final and binding on the parties. Within five (5) days after final determination of the Settlement Statement, the amount of the Purchase Price reductions or increases, as the case may be, shall be paid by the owing party.

2.5 Settlement Statement. The Settlement Statement shall be prepared in accordance with generally accepted accounting principles as historically applied by Wavetek on a basis consistent with past practice, subject to the following:

- (a) the book value of an item shall be deemed to be zero if such item was, or under Wavetek's historical practices should have been, expensed; and
- (b) accounts receivable shall be valued at face value, except to the extent adjusted as follows:
 - accounts receivable outstanding as of Closing for more than 180 days from the date of invoice ("Overdue Receivables) shall be initially valued at fifty percent (50%) of their face value (unless there is a known collection problem, and then a reasonable reserve shall be reflected); provided, that within thirty (30) days following the date which is one hundred eighty (180) days after Closing, IDEAL shall determine the actual amount collected with respect to the Overdue Receivables and to the extent such amount exceeds Closing Date book value, IDEAL shall remit to Wavetek such excess (it being understood that such adjustment shall be made in a manner similar to, and in accordance with the procedures provided for, the post-closing adjustment provisions set forth in Sections 2.4 and 2.5); and
- (c) all foreign currency exchange rates shall be fixed as of the Closing Date.

In connection with the Settlement Statement, a "Dispute Notice" shall mean a written notice from the objecting party indicating disagreement with a statement and summarizing, to the extent

possible, the items in dispute. The "Independent Auditor" shall mean one of the "Big Five" public accounting firms with no material relationship to either of the parties chosen by agreement of IDEAL and Wavetek, or if they are unable to agree, shall mean one of the "Big Five" firms with no such material relationship chosen by lot. The fees and expenses of the Independent Auditor shall be equally allocated between the parties. The decision of the Independent Auditor with respect to the Settlement Statement shall be final and binding on the parties. The full force and effect of the representations and warranties shall in no way be diminished by the Settlement Statement.

2.6 Purchase Price Allocation. The parties agree that the Closing Cash Payment shall be allocated and paid one-third (1/3) to Acterna Munchen, and two-thirds (2/3) to Wavetek. Within forty-five days of Closing, IDEAL and Wavetek shall agree upon a more detailed allocation of the Purchase Price and the Assumed Obligations among the Purchased Assets. Such parties agree (i) to jointly complete and timely file any required reports in accordance with the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, with their respective federal income tax returns for the tax year in which the Closing Date occurs in accordance with the Allocation Schedule and (ii) that no party will take a position on any report, return, or other documents filed with any governmental authority in any judicial or administrative proceeding, that is in any manner inconsistent with the allocation agreed to hereunder.

ARTICLE III

THE CLOSING AND TRANSFER OF ASSETS

3.1 Closing. The transfer of assets contemplated by this Agreement (the "Closing") shall occur at such time or place as may be mutually agreed upon by the parties (the "Closing Date"). Upon consummation, the Closing shall be deemed to take place as of the opening of business on the Closing Date.

3.2 Deliveries by Purchasers. At the Closing, Purchasers shall deliver the following to Sellers:

- (a) The Closing Cash Payment; and
- (b) Such other instruments or documents as may be necessary or appropriate to carry out the transactions contemplated hereby.

3.3 Deliveries by Sellers. At the Closing, Sellers shall deliver the following to Purchasers:

- (a) General assignments and bills of sale in the form agreed by the parties, along with possession of the Purchased Assets;

- (b) A Manufacturing Agreement between IDEAL and Wavetek in the form and with such terms as agreed to by the parties;
- (c) An Agreement of Sublease for commercial space at Wavetek's San Diego facility (the "Sublease"), in the form and with such terms as agreed to by the parties;
- (d) A Transitional Services Agreement relating to temporary administrative services to be provided by Sellers to Purchasers, in the form and with such terms as agreed to by the parties;
- (e) An opinion of Sellers' counsel relating to the legally valid, binding, and enforceable obligations of Sellers in the form agreed to by the parties;
- (f) A confirmation letter from Morgan Guaranty Trust Company of New York confirming release of liens on Purchased Assets; and,
- (g) Such other instruments or documents as may be necessary or appropriate to carry out the transactions contemplated by this Agreement.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF SELLERS

Each Seller jointly and severally represents and warrants to Purchasers, as of the date hereof, as set forth below:

4.1 Authority. Each Seller has full right, power and authority, without the consent of any other person, to execute and deliver this Agreement and the agreements contemplated hereby, and to execute and to carry out the transactions contemplated hereby and thereby, including the transfer of each of the Purchased Assets. All company and other acts or proceedings required to be taken by each Seller to authorize the execution, delivery and performance of this Agreement and all agreements and transactions contemplated hereby have been duly and properly taken.

4.2 Validity. Wavetek is a corporation duly organized and validly existing under the laws of the State of Delaware. Acterna München GmbH is a limited liability company (Gesellschaft Mit Beschränkter Haftung) duly organized and validly existing under the laws of Germany. Sellers have full power and authority and all requisite rights, licenses, permits and franchises to own, lease and operate the Purchased Assets. This Agreement has been, and the agreements and other documents to be delivered at the Closing will be, duly executed and delivered and constitute the valid and legally binding obligations of each Seller, enforceable against each in accordance with their respective terms. The execution and delivery of this Agreement and the agreements contemplated hereby and the consummation of the transactions contemplated hereby and thereby will not (immediately, upon notice, with the passage of time or both) result in the creation of any "Encumbrance" (as hereinafter defined) or the termination or

acceleration of any obligation of any Seller, and are not prohibited by, do not and will not violate or conflict with any provision of, and do not and will not (immediately, upon notice, with the passage of time or both) constitute a default under or a breach of (i) the certificate of incorporation, by-laws, or other organic corporate documents of a Seller, (ii) any note, bond, indenture, contract, agreement, permit, license or other instrument to which such Seller is a party or by which such Seller or the Purchased Assets are bound, (iii) any order, writ, injunction, decree or judgment of any court or governmental agency, or (iv) any law, rule or regulation applicable to such Seller. No approval, authorization, registration, consent, order or other action of or filing with any person, including any court, administrative agency or other governmental authority, is required for the execution and delivery by such Seller of this Agreement or the agreements contemplated hereby or the consummation of the transactions contemplated hereby and thereby.

4.3 Financial Information. The financial statements of Sellers attached hereto as **Schedule 4.3** along with various other financial information so attached (collectively the "Financial Statements") (a) are accurate, correct and complete in all material respects, (b) are in accordance with the books of account and records of Sellers, (c) fairly present the financial condition and the results of operations as of the dates and for the periods indicated, and (d) are prepared in accordance with generally accepted accounting principles applied on a consistent basis throughout the periods covered thereby ("GAAP") in accordance with the historical practice of Sellers, except for those exceptions to GAAP set forth on **Schedule 4.3**.

4.4 Interim Change. Except as set forth on schedule 4.4, since December 31, 2000, there has been no material change in the assets or liabilities of any Seller, or in the Business or prospects of a Seller or in such Seller's relationships with suppliers, customers, representatives, lessors, or employees, nor has there been the occurrence of any event or condition which would reasonably be expected to result in a material change, except for such changes effectuated by agreements contemplated by this Agreement. Since December 31, 2000, Sellers have operated its business in the ordinary course, consistent with past operations.

4.5 Purchased Assets. Except as provided on **Schedule 4.5**, each of the following is true and correct:

(a) Sellers collectively are the sole and exclusive legal and equitable owners of all right, title and interest in and has good and marketable title to all of the Purchased Assets as set forth in Section 1.2(a), free and clear of the interests and rights of any other party, except that with respect to software license rights included as Purchased Assets, Sellers do not hold title to the underlying software, but do hold full rights to use and transfer such software;

(b) All of the Purchased Assets may be transferred to Purchasers without the consent or approval of any person, and without any impairment of rights therein;

(c) None of the Purchased Assets are subject to any lease, license, right, security interest, mortgage, pledge, lien, charge, encumbrance, claim,

covenant or restriction of any kind or character, direct or indirect, whether accrued, absolute, contingent or otherwise (an "Encumbrance"); and

(d) The Purchased Assets are suitable for the purposes for which they are presently being used by Sellers as of the Closing Date.

4.6 Insurance. **Schedule 4.6** contains a complete and correct list and summary description (including the name of the insurer, coverage, and expiration date) of all policies of insurance or fidelity bonds maintained in connection with or covering the Purchased Assets, and the personnel, products or operations of the Business. Such policies are in full force and effect and are in amounts and for risks, casualties and contingencies customarily insured against by enterprises in operations similar to the Business. Sellers have maintained insurance policies during the five year period prior to the date hereof with coverage substantially the same as that provided under the policies listed on **Schedule 4.6**.

4.7 Intellectual Property. **Schedule 4.7** sets forth an accurate, correct and complete list and summary description of all patents, patent applications, trademarks, registered copyrights, proprietary software, trade names, trade styles, logos, product designations and service marks and all applications (pending or in process) and registrations therefor and licenses thereof, included as part of the definition of Purchased Assets, or otherwise required for the ownership of the Purchased Assets and which are material to the Business (the "Intellectual Property"). **Schedule 4.7** contains an indication of any renewals, taxes or fees due in respect thereof within ninety (90) days of the Closing Date.

With respect to the Intellectual Property which constitutes a Purchased Asset, (i) Sellers collectively are the sole and exclusive owners and have the sole and exclusive right to use the Intellectual Property free and clear of any encumbrances (except that with respect to software license rights included as Purchased Assets, to the extent Sellers do not hold title to the underlying software, Sellers have full rights to use such software and to transfer same pursuant to the terms hereof); (ii) no action, suit, proceeding or investigation, or judgment or enforcement action relating thereto, is pending or threatened; (iii) none of the Intellectual Property interferes with, infringes upon, conflicts with or otherwise violates the rights of others in a manner that could have a material adverse effect on the Business, or to Sellers' knowledge, is being interfered with or infringed upon by others in a manner that could have a material adverse effect on the Business, and none is subject to any outstanding order, decree or judgment; (iv) there are no royalty, commission or similar arrangements, and no licenses, sublicenses or agreements, pertaining to any of the Intellectual Property; (v) Sellers have not agreed to indemnify any person for or against any infringement of or by the Intellectual Property; (vi) to Sellers' knowledge, there is no product or method of any other person which would infringe upon any of the Intellectual Property; (vii) no rights, including rights of the type described as Intellectual Property in this Agreement, other than the Intellectual Property, are necessary to the conduct of the Business; (viii) the transactions contemplated by this Agreement will not adversely affect any of the Intellectual Property, and (ix) as of the Closing Date, any patent applications, included within the definition of Intellectual Property, are still pending. All rights of a Seller in and to the Intellectual Property are transferable to Purchasers as contemplated herein without any consent or other approval. None of the Purchased Assets infringe upon any rights of others, including rights of the type described as Intellectual Property in this Agreement, in a manner that could

have a material adverse effect on the Business. IDEAL has been provided with accurate, correct and complete copies or written descriptions of all legal, engineering, or other professional opinions relating to any Intellectual Property which constitutes a Purchased Asset or any infringement of or by such Intellectual Property, all of which are listed on **Schedule 4.7**. No information has been withheld from Purchasers which would affect the validity, scope or enforceability of any Intellectual Property.

4.8 Customers and Suppliers. Schedule 4.8 contains a correct list of all material customers and suppliers of the Business in the past twelve months (with the exception of vendors to Wavetek's Indianapolis facility, a list of which will be assembled upon the cooperation of the parties within a reasonable time after Closing). To Sellers' knowledge, there is no fact, condition or event which would materially adversely effect the relationship with any customer or supplier. Sellers have no reason to believe that any material customer or supplier is threatened with bankruptcy or insolvency, except to the extent set forth on Schedule 4.8. There are no agreements, written or oral, express or implied, with any of the suppliers, and neither a Purchaser nor a Seller will be in breach of any agreement or understanding or incur any liability if it does not continue doing business with any such supplier.

4.9 Material Contracts. Schedule 4.9 sets forth an accurate, correct and complete list of all contracts, instruments, commitments, agreements, arrangements and understandings, including all amendments and supplements thereto related to the Business: (i) which are material to the operations (as presently conducted or proposed to be conducted), assets, liabilities, condition (financial or otherwise) or prospects of the Purchased Assets or the Business, or (ii) which otherwise involve any of the following types of agreements (the items in (i) and (ii) being collectively referred to herein as the "Material Contracts"):

- (a) All purchase orders or agreements for the purchase of any materials or services (including utilities) involving an amount in excess of \$5,000;
- (b) Any sales, service, license or maintenance agreements;
- (c) Any other contract, commitment, agreement, arrangement or understanding which provides for payment or performance by any party thereto solely to the extent that such contract, commitment, agreement, arrangement or understanding has a value of \$5,000 or more; and
- (d) Any agreement not to compete or otherwise materially restricting activities related to the Business.

Accurate, correct and complete copies of each Material Contract have been delivered to IDEAL. To Sellers' knowledge, each Material Contract is in full force and effect and is valid, binding and enforceable in accordance with its terms. To Sellers' knowledge, each party has complied with all commitments and obligations on its part to be performed or observed under each Material Contract. No event has occurred which is or, after the giving of notice or passage of time, or both, would constitute a default under or a breach of any Material Contract by either Seller, or, to the knowledge of such Seller, by any other party. Except as identified on **Schedule 4.9**: (i) the consummation of the transactions contemplated hereby, without notice to or consent or approval

of any party, will not constitute a default under or a breach of any provision of any Material Contract, and (ii) with respect to each Material Contract which is to be assigned to Purchaser pursuant to the terms hereof, Purchaser will succeed to all the rights and benefits of the assignor.

4.10 Environmental Matters. In conjunction with any facility owned, occupied, or operated by Wavetek in San Diego, California or Indianapolis, Indiana, and except as identified on **Schedule 4.10** and except as could be cured by Sellers in the ordinary course of business and which would not have a material adverse effect on the Business or Purchasers:

(a) There have been no environmental audits or assessments or occupational health studies undertaken by governmental agencies or by Wavetek, groundwater or soil monitoring, fuel tank soil samples, written communications with environmental agencies, or OSHA claims made within the past three years in connection with Wavetek which directly or indirectly relate to or arise out of the Business;

(b) Wavetek has never stored or disposed of any toxic or hazardous substances or wastes or sent or arranged for the transportation of toxic or hazardous substances or wastes. With respect to the Business, Wavetek has never sent or arranged for the transportation of hazardous substances or wastes to a site which, pursuant to the Comprehensive Environmental Response Compensation and Liability Act of 1980 ("CERCLA") or any similar state law, has been placed or is proposed (by the Environmental Protection Agency or relevant state authority) to be placed on the "National Priorities List" of hazardous waste sites or its state equivalent, or is subject to a claim, an administrative order or other request to take "removal" or "remedial" action by any person as those terms are defined under CERCLA;

(c) None of the following exists at any property or facility owned, occupied, or operated by Wavetek in conjunction with the Business: (i) underground storage tanks or surface impoundments, (ii) asbestos-containing material in any form or condition, (iii) materials or equipment containing polychlorinated biphenyls, or (iv) landfills;

(d) With respect to the Business, neither Wavetek nor any other person has ever caused or permitted any Hazardous Waste, Hazardous Substance, or Petroleum, including crude oil and any fraction thereof, to be disposed of under or at facilities or real property owned or used by Wavetek. No release of any Hazardous Substance, Hazardous Waste, or Petroleum has ever occurred on any real property owned or used by the Business that has caused contamination which has not been fully remedied. As used in this Agreement, "Hazardous Substance" means any hazardous substance as defined in CERCLA, 42 U.S.C. § § 9601 et seq., or regulations promulgated thereunder in effect on the date hereof, or in any applicable state analogue thereof or regulations promulgated thereunder in effect on the date hereof, and "Hazardous Waste" means any hazardous waste as defined in the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § § 6901 et seq., or regulations promulgated thereunder in effect on the date hereof, and

"Release" means any release as now defined in CERCLA; and

(e) The Business has been carried on in compliance with all federal, state, municipal and local laws and regulations related to environmental matters.

4.11 Taxes. In all material respects, all federal, foreign, state, county and other tax returns, reports and declarations required to be filed by or on behalf of Sellers or the Business have been filed and such returns are complete and accurate and disclose all taxes required to be paid for the periods covered thereby. All taxes relating to the Business, including estimated taxes and all deficiency assessments, penalties and interest relating to any period prior to the date hereof have been paid or will be timely paid. There are no tax liens on any of the assets used in conjunction with the Business and no basis exists for the imposition of any such liens. Sellers do not have any dispute with any taxing authority as to taxes of any nature which relates to the Business. All taxes required by law to be withheld by the Business or collected for payment have been duly withheld and collected, and have been paid to the proper governmental entity or are being held for such payment.

4.12 Product Manufacture. With the exception of the product commonly referred to as the "Shark" product, all products related to the Business are manufacturable, and all equipment, dies, jigs, molds, and any other machinery or tooling necessary for the manufacture of such products has been developed and completed to the extent necessary to enable the manufacture of such products, and are either included within the Purchased Assets or are specifically excluded under Section 1.2(b) hereto.

4.13 Product Warranty and Service Agreements. All products, and the delivery thereof, designed, manufactured or sold by Sellers relating to the Business and any services rendered by it have been in conformity with all material contractual commitments and all expressed or implied warranties (provided, that IDEAL acknowledges that IDEAL assumes liability for claims arising out of the foregoing solely to the extent set forth in Section 1.3(b)). **Schedule 4.13** contains an accurate and complete statement of all written warranties, warranty policies and service and maintenance agreements of the Business. No products sold, delivered or leased by Sellers prior to the date hereof are now subject to any guarantee, warranty or other indemnity, other than those set forth on **Schedule 4.13**. All warranties on products of the Business sold in the United States are in substantial conformity with the labeling and other requirements of applicable laws.

4.14 Product Liability. Except as would not have a material adverse effect on the Business or Purchasers. Sellers and the Business have no liabilities, claims or obligations, arising from or alleged to arise from any injury to persons or property as a result of the ownership, possession or use of any product designed, manufactured or sold, or service rendered, by the Business or any Seller, or any failure on the part of the Business or a Seller to render service, prior to the date hereof and Sellers have procured product liability insurance that it believes will cover any such claims that may arise.

4.15 Legal Proceedings. Sellers are not engaged in, a party to, or threatened with any material dispute, action, suit or other proceeding with respect to the Business, and to Sellers' knowledge, no basis exists for any such proceeding. With respect to the Business, there

is no investigation threatened, and no Seller has knowledge of any investigation contemplated, by any governmental or regulatory authority. To Sellers' knowledge, with respect to the Business, Sellers are not subject to any judgment, order, writ, injunction, stipulation or decree of any court or any governmental agency or any arbitrator.

4.16 Compliance with Law; Licenses. Sellers have complied in all material respects with all laws, rules or regulations applicable to the Business, and there is not and will not be any material liability incurred by any Purchaser arising from or related to any violations of laws thereof with respect to the period prior to Closing. **Schedule 4.16** attached hereto contains a complete listing and summary description of all permits, licenses, franchises, certificates, approvals, and other authorizations of foreign, federal, state, and local governments ("Licenses") owned or possessed by either Seller or used by such Seller in the conduct of the Business. Except as indicated on **Schedule 4.16**, Sellers own or possess such right in and to all Licenses which are necessary to conduct the Business as presently conducted and as proposed to be conducted and shall use reasonable efforts to maintain all such Licenses. To Sellers' knowledge, no loss or expiration of any License is pending or threatened or reasonably foreseeable (including, without limitation, as a result of the transactions contemplated hereby) other than expiration in accordance with the terms thereof.

4.17. Employees. Except as disclosed on **Schedule 4.17**, neither Sellers nor the Business are a party to, or bound by any written or oral employment agreements, collective bargaining agreements, incentive or bonus arrangements, pension or retirement plans, profit sharing plans, deferred compensation plans, severance obligations, or other benefit or welfare plans, arrangements or understandings for which a Purchaser may become liable. Sellers have not suffered or sustained any labor disputes resulting in any work stoppage and no such work stoppage is threatened. There are no controversies pending or, to the knowledge of either Seller, threatened, involving any employee or former employee of a Seller. To Sellers' knowledge, there is no pending attempt to organize into a labor union any employees employed by a Seller.

4.18. Liabilities. Except as disclosed on **Schedule 4.18** and on the Financial Statements and except for those incurred in the ordinary course of business since December 31, 2000 in nature and amounts consistent with past experiences (none of which exceeds \$5,000 in the aggregate), Sellers have no liabilities or obligations of any nature whether absolute, accrued, contingent, matured, unmatured or otherwise.

4.19 Brokers. Sellers have not retained any broker, finder or agent or incurred any liability or obligation for any brokerage fees, commissions or finders fees with respect to this Agreement or the transactions contemplated hereby, except that Wavetek has retained a Broker Agreement (C.B. Richard Ellis) in conjunction with the San Diego lease arrangement (it being agreed that Sellers will fully indemnify and hold Purchasers harmless from any commissions, fees, or other payments claimed by such broker, notwithstanding any limitations (including floors or minimum claim amounts) on Purchasers' indemnification claims, or upon Sellers' liability, otherwise provided for in this Agreement).

4.20 Disclosure. The representations and warranties of Sellers contained in this Agreement and each agreement, attachment, schedule, certificate or other written statement delivered pursuant to this Agreement or in connection with the transactions contemplated herein

and therein do not omit to state any material fact necessary in order to make the statements and information contained herein or therein not misleading.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF PURCHASERS

Purchasers hereby represents and warrants to Sellers as of the date hereof as set forth below.

5.1 Authority. Purchasers have full right, power and authority, without the consent of any other person, to execute and deliver this Agreement and the agreements contemplated hereby and to consummate the transactions contemplated hereby and thereby. All corporate and other acts or proceedings required to be taken by each Purchaser to authorize the execution and delivery of this Agreement and the agreements contemplated hereby and all transactions contemplated hereby and thereby have been duly and properly taken.

5.2 Validity. Purchasers have all requisite corporate power and authority to execute and deliver the Agreement and the other documents contemplated herein to which it is a party and to consummate the transactions contemplated hereby and thereby. The board of directors of IDEAL has duly approved the transactions contemplated herein and has duly authorized the execution and delivery of the Agreement and the other documents contemplated herein to which it is a party and the consummation of all transactions contemplated thereby. No other corporate proceeding on the part of either Purchaser is necessary to approve and authorize the execution and delivery of the Agreement and the other documents contemplated herein to which it is a party and the transactions contemplated hereby. The Agreement and the other documents contemplated herein to which a Purchaser is a party have been duly executed and delivered by such Purchaser and constitute valid and binding agreements of such Purchaser, enforceable against Purchaser in accordance with their terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws of general application affecting enforcement of creditor's rights' and as limited by general principles of equity that restrict the availability of corporate remedies.

5.3 Brokers. No Purchaser has retained any broker or finder or incurred any liability or obligation for any brokerage fees, commissions or finders fees with respect to this Agreement or the transactions contemplated hereby.

ARTICLE VI

ADDITIONAL COVENANTS AND AGREEMENTS OF SELLERS

Sellers hereby agree to keep, perform and fully discharge the following covenants and agreements.

6.1 Further Assurances; Cooperation. From time to time after the Closing, at either Purchaser's request and without further consideration, Sellers shall execute, acknowledge and deliver such documents, instruments or assurances and take such other actions as such Purchaser may reasonably request with respect to assigning, conveying and transferring to a Purchaser any of the Purchased Assets.

6.2 Records and Documents. For a period of seven (7) years beginning on the Closing Date, Sellers shall retain and grant to Purchasers and their representatives, at either Purchaser's request, access to and the right to make copies of those records and documents, possession of which is retained by a Seller, as may be necessary or useful in connection with Purchasers' ownership of Purchased Assets after the Closing.

6.3 Consummation. Subject to the terms and conditions provided herein, each Seller agrees to use its best efforts to take, or cause to be taken all actions and to do, or cause to be done all things necessary, proper or advisable under applicable laws and regulations to consummate and make effective the transactions contemplated by the Agreement in accordance with its terms. No Seller shall take any action inconsistent with its obligations hereunder or which could hinder or delay the consummation of the transactions contemplated hereby.

6.4 Nondisclosure. After the Closing, no Seller shall disclose or use directly or indirectly to, or for the benefit of any person or entity other than either Purchaser, any confidential or proprietary information, data or materials included in the Purchased Assets, except as required by law.

6.5 Covenant Not to Compete. For a period of five (5) years beginning on the Closing Date, neither Sellers nor any affiliate will engage directly or indirectly in any business that competes, directly or indirectly, with the Business as of the Closing Date; provided, however, that no owner of less than 1% of the outstanding stock of any publicly traded corporation shall be deemed to engage solely by reason thereof in any of its businesses. Notwithstanding the foregoing, nothing in this covenant shall prevent Sellers, or one of their affiliates, from acquiring or merging with a company whose business includes, in part, a business that competes with the Business.

If the final judgment of a court of competent jurisdiction declares that any term or provision of this Section 6.5 is invalid or unenforceable, the parties agree that the court making the determination of invalidity or unenforceability shall have the power to reduce the scope, duration, or area of the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified after the expiration of the time within which the judgment may be appealed.

For purposes of this Section 6.5, "affiliate" means any company owned or controlled by Acterna Corporation as of the Closing Date.

6.6 Bulk Sales Act Compliance. Wavetek and IDEAL hereby waive compliance with the provisions of any applicable bulk transfer laws. Wavetek shall forever

indemnify and hold harmless IDEAL against any and all expense, loss, damage or liability, including reasonable attorneys fees and court costs, which IDEAL may suffer as a result of claims asserted by third parties against IDEAL due to any noncompliance by Wavetek and IDEAL with applicable bulk transfer and tax laws.

6.7 Taxes. Sellers shall be responsible for and pay any and all income taxes, sales taxes, transfer taxes, ad valorem taxes, value added taxes, and other taxes, levies and assessments, whether foreign or domestic, arising with respect to the sale of the Purchased Assets, and none of which shall be deemed to be Assumed Obligations.

6.8 Customer Leads. For one year after the Closing, Sellers shall promptly direct any orders, information requests and other inquiries related to the Product line of the Business to IDEAL.

6.9 Internet Matters. Not in limitation of the definition of Purchased Assets, for a period of one (1) year after the Closing Date, Wavetek shall update and maintain on its primary internet Web site (which page shall be included in the portion of Seller's website which immediately prior to closing was designated the "LAN Cable" portion, having an address of "www.acterna.com/products/lan_cable/index.html") the following: (i) notification that the LAN Cable Division has been sold to IDEAL Industries, Inc., and (ii) a link to such web address as is specified by IDEAL to Wavetek.

6.10 Grant of License to Use Trademark. From and after the Closing Date for a period of twelve (12) months, Wavetek grants Purchasers a royalty-free license to use the trademark "Wavetek" in connection with: (i) the marketing and sale of the Products included within the Purchased Assets (as such products exist as of the Closing Date, and to the extent such products may incorporate an "Engineering Change" as defined in the Manufacturing Agreement), and (ii) literature describing such products. With respect to the "Shark" product should such product be offered for sale within twelve (12) months after Closing, the license granted herein shall extend to the marketing, sale, and literature describing such product, but only to the extent the designation "formerly Wavetek" is used in connection therewith.

6.11 Payment Obligation with Respect to Certain Claims of Former Acterna Employees. In the event that IDEAL incurs any cost, liability, or expense arising out of the Salary Continuation Program (as defined below), Wavetek shall promptly reimburse IDEAL for such expense, until the aggregate payments made by Wavetek under this Section 6.11 equals \$325,000. The "Salary Continuation Program" shall mean such salary continuation policy (which covers former Wavetek employees to the extent employed by IDEAL and terminated by IDEAL without cause during the twelve (12) month period beginning on the date hereof) which IDEAL represents as having been adopted as of the date hereof and which has substantially the terms set forth on Exhibit 2 hereto.

6.12 Collection of Receivables. After the Closing and except to the extent provided otherwise in the Transitional Services Agreement, each Seller shall permit each Purchaser to collect, in the name of such Purchaser or otherwise, all receivables and other items which shall be transferred hereunder, and to endorse with the name of such Seller any checks, receivables or other items. Sellers shall transfer and deliver to Purchasers any cash or other

property which Sellers may receive in respect of such receivables or other items. To effectuate the terms and provisions of this Agreement, each Seller hereby designates and appoints each Purchaser and its designees or agents as attorney-in-fact effective as of the Closing Date, irrevocably and with power of substitution, to do all other acts and things any of them may deem necessary and advisable to realize upon the accounts receivable transferred hereunder.

ARTICLE VII

ADDITIONAL COVENANTS OF PURCHASERS

Purchasers hereby agree to keep, perform and fully discharge the following covenants and agreements.

7.1 Consummation. Subject to the terms and conditions provided herein, Purchasers agrees to use their best efforts to take, or cause to be taken all actions and to do, or cause to be done all things necessary, proper or advisable under applicable laws to consummate and make effective the transactions contemplated by this Agreement in accordance with its terms. No Purchaser shall take any action inconsistent with its obligations hereunder or which could hinder or delay the consummation of the transactions contemplated hereby.

7.2 Records and Documents. For seven (7) years following the Closing Date, Purchasers shall retain and grant to Sellers and their representatives, at their request, access to and the right to make copies of those records and documents related to the Purchased Assets, possession of which is retained by Purchasers, as may be necessary in connection with Sellers' obligations after the Closing.

7.3 Wavetek Trademark Usage. Purchasers shall use the Wavetek trademark in compliance with section 6.10 hereof.

7.4 Patent License. If and to the extent that IDEAL shall obtain a patent substantially based on the Technical Disclosure, IDEAL, upon the written request of Wavetek, shall grant to Wavetek a non-exclusive royalty free license to such patent (including any continuation, reissue or divisional patents based thereon), provided that Wavetek does not practice the invention in products competitive with the Business or any business carried on by IDEAL or its affiliates. Such license shall be assignable by Wavetek to Acterna Corporation (or any affiliated subsidiary thereof), provided that such assignee agrees in writing to be bound by Section 6.5 and this Section 7.4.

ARTICLE VIII

CONDITIONS PRECEDENT TO OBLIGATIONS OF PURCHASERS

Each and all of the obligations of Purchasers to consummate the transactions contemplated by this Agreement are subject to fulfillment prior to or at the Closing of the following conditions (unless waived in writing in the sole discretion of Purchasers):

8.1 Accuracy of Warranties and Performance of Covenants. The representations and warranties of Sellers contained herein shall be accurate in all respects when made and as of the Closing Date. Sellers shall have performed all obligations and complied with each and all of the covenants, agreements and conditions required to be performed or complied with on or prior to the Closing.

8.2 No Pending Action. No action, suit, proceeding or investigation before any court, administrative agency or other governmental authority shall be pending or threatened wherein an unfavorable judgment, decree or order would prevent the carrying out of this Agreement or any of the transactions contemplated hereby, declare unlawful the transactions contemplated hereby, cause such transactions to be rescinded, or which might affect the right of a Purchaser to own, operate or control the Purchased Assets.

8.3 Consents. All notices to, consents, approvals, assignments, authorizations and waivers from third parties and governmental agencies that are required for the transfer of the Purchased Assets or that are otherwise required for the consummation of the transactions contemplated hereby upon the terms hereof shall have been obtained or provided for and shall remain in effect.

8.4 Condition of Business and Assets. The Purchased Assets shall not have been adversely affected in any material way by any act of God, fire, flood, accident, war, legislation (proposed or enacted), or other event or occurrence, whether or not covered by insurance.

ARTICLE IX

CONDITIONS PRECEDENT TO OBLIGATIONS OF SELLERS

Each and all of the obligations of each Seller to consummate the transactions contemplated by this Agreement are subject to fulfillment prior to or at the Closing of the following conditions (unless waived in writing in the sole discretion of Sellers):

9.1 Accuracy of Warranties and Performance of Covenants. The representations and warranties of Purchasers contained herein shall be accurate in all respects as if made on and as of the Closing Date. Purchasers shall have performed all of their obligations

and complied with each and all of the covenants, agreements and conditions required to be performed or complied with on or prior to the Closing.

9.2 No Pending Action. No action, suit, proceeding or investigation before any court, administrative agency or other governmental authority shall be pending wherein an unfavorable judgment, decree or order would prevent the carrying out of this Agreement or any of the transactions contemplated hereby in a way materially adverse to a Seller, declare unlawful the transactions contemplated hereby or cause such transactions to be rescinded.

ARTICLE X

SURVIVAL AND INDEMNIFICATION

10.1 Survival. All covenants and agreements contained in this Agreement or in any agreement or other document delivered pursuant hereto shall be deemed to be material and to have been relied upon by the parties hereto and shall survive the Closing and be enforceable until the covenant or agreement has been fully performed. The representations and/or warranties contained in this Agreement or in any agreement or other document delivered pursuant hereto shall be deemed to be material and to have been relied upon by the parties hereto and shall survive the Closing for a period of three (3) years beginning on the Closing Date. Any claim for indemnification under the representations and warranties that is asserted in writing within the applicable survival period shall survive until resolved or judicially determined. The representations and warranties set forth in this Agreement or in any agreement or other document delivered pursuant hereto shall not be affected by any investigation, verification or examination by any party hereto or by anyone on behalf of any such party.

10.2 Indemnification.

(a) Purchasers shall jointly and severally indemnify and hold harmless Sellers, from and against any and all loss, diminution in value, damage, cost, expense (including court costs and attorneys' fees and expenses and costs of investigation), suit, action, claim, deficiency, liability or obligation related to, caused by or arising from (i) the subject matter of any misrepresentation, breach of warranty or failure to fulfill any covenant or agreement of a Purchaser contained herein or in any agreement or other document delivered pursuant hereto, and (ii) any and all claims of third parties made based upon facts alleged that, if true, would have constituted such a misrepresentation, breach or failure.

(b) Sellers shall jointly and severally indemnify and hold harmless Purchasers, from and against any and all loss, diminution in value, damage, cost, expense (including court costs and attorneys' fees and expenses and costs of investigation), suit, action, claim, deficiency, liability or obligation related to, caused by or arising from (i) the subject matter of any misrepresentation, breach of warranty or failure to fulfill any covenant or agreement of either Seller contained herein or in any agreement or other document delivered pursuant hereto, and (ii) any and all claims of third parties made based upon facts alleged that, if true, would constitute such a misrepresentation, breach or failure, (iii) any actual or alleged liability or obligation of a Seller, other than the Assumed Obligations and regardless of whether any liability or obligation is imposed upon a Purchaser by any applicable law or otherwise, and (iv) any and all liabilities.

including legal fees and costs resulting from any actual or threatened legal claim arising under federal, state, or local law, asserted by either Seller's employees or former employees that is related in any way to either: (A) such Seller's termination of any employee, or (B) a Purchaser's failure to hire any of such Seller's former employees.

(c) All rights contained in this Article are cumulative and are in addition to all other rights and remedies which are otherwise available, pursuant to the terms of this Agreement or applicable law. All indemnification rights shall be deemed to apply in favor of the indemnified party's officers, directors, representatives, subsidiaries, affiliates, successors and assigns. Any indemnification payments hereunder shall bear interest from the Closing Date at a rate of eight percent (8%) per annum.

(d) Sellers' liability under these indemnification provisions (other than claims arising out of Section 10.2(b)(iv)) shall be limited as provided in Section 11.14. No Purchaser may assert any claim against Sellers under this indemnity provision unless and until the aggregate amount of outstanding claims exceeds \$30,000.00, with the exception of claims arising out of Section 10.2(b)(iv) or as otherwise provided herein.

ARTICLE XI

GENERAL PROVISIONS

11.1 Amendments and Waiver. No amendment, waiver or consent with respect to any provision of this Agreement shall in any event be effective, unless the same shall be in writing and signed by the parties hereto, and then such amendment, waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

11.2 Notices. All notices, requests, consents, demands and other communications hereunder must be in writing and shall be deemed to have been duly given when personally delivered, or two (2) business days after sending via Federal Express or similar overnight courier service, or when receipt is confirmed when sent by facsimile. Such notices or other communications shall be sent to the following addresses, unless other addresses are subsequently specified in writing:

(a) If to Sellers:

Acterna, LLC
20400 Observation Drive
Germantown, MD 20876-4023

Telecopy No.: 301-353-0740
Attn: Philip Florenzo

With a copy to:

Acterna Corporation

3 New England Executive Park
Burlington, MA 01803-5087

Telecopy No.: 781-272-2304
Attn: Mark Tremallo

(b) If to Purchasers:

IDEAL Industries, Inc.
Becker Place
Sycamore, Illinois 60178
Telecopy No.: 815-895-5181
Attn: David Juday

With copies to:

McDermott, Will & Emery
227 West Monroe Street
Chicago, IL 60606
Telecopy No.: 312-984-2097
Attn: Gregory G. Palmer
Matthew P. Larvick

Any party may change its address or add or change parties for receiving notice by written notice given to the others named above.

11.3 Expenses. Except as otherwise expressly provided herein, each party to this Agreement shall pay its own costs and expenses in connection with the transactions contemplated hereby.

11.4 Rules of Construction. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. The word "including" shall mean including, without limitation. The terms "assets," "properties" and "rights" shall each be deemed to include the others. The Article, Section and other headings contained herein are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. The terms "contracts" and "agreements" shall each be deemed to include the others and shall include licenses, commitments, understanding and arrangements, whether written or oral, and all amendments thereto. The term "ordinary course" shall mean the ordinary course of business and on terms consistent with past practice.

11.5 Counterparts; Facsimile Signatures. This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile signature shall be deemed to be as genuine as an original.

11.6 Successors and Assigns. This Agreement, and the rights and obligations of the parties hereunder, shall inure to and be binding on the parties hereto and their respective successors and assigns. Either Purchaser may assign this agreement to any person provided that such Purchaser guarantees the performance hereunder of any assignee. Either Seller may assign its rights, benefits, duties or obligations under this Agreement, to an affiliate of such Seller; provided that the obligations of the assignee are guaranteed by the assigning Seller and as provided in Section 11.13.

11.7 Entire Agreement. This Agreement and the documents referred to herein contain the entire agreement and understanding among the parties with respect to the transactions contemplated hereby and supersede all other agreements, understandings and undertakings among the parties on the subject matter hereof.

11.8 Announcements. Except as required by law, no announcement of the existence or specific terms of this Agreement shall be made by any party without the written approval of the other party (which approval shall not be unreasonably withheld).

11.9 Partial Invalidity. In the event that any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

11.10 Applicable Law. This Agreement shall be construed, enforced and interpreted in accordance with the substantive laws of the State of Delaware applicable to contracts made and to be performed wholly within said State.

11.11 Mediation; Judicial Proceedings. Any dispute between the parties with respect to this Agreement or any of the transactions contemplated herein shall first be subject to non-binding mediation under the expedited rules of the American Arbitration Association (or as otherwise mutually agreed), in a United States venue of Purchaser's choice if the dispute is initiated by a Seller, and in a United State's venue of Seller's choice if the dispute is initiated by a Purchaser, for a period ending on the earliest to occur of (the "Mediation Period"): (i) ninety (90) days from the commencement of the mediation, or (ii) the date on which the mediator delivers his or her written recommendation to the parties. After the end of the Mediation Period, then such action may be brought in a court of competent jurisdiction. EACH PARTY HEREBY WAIVES TRIAL BY JURY IN ANY JUDICIAL PROCEEDING BROUGHT BY IT OR THE OTHER PARTY INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS AGREEMENT OR ANY OTHER DOCUMENT OR TRANSACTION CONTEMPLATED HEREIN.

11.12 No Third Party Rights. This Agreement does not create any rights, claims or benefits inuring to any person that is not a party hereto nor create or establish any third-party beneficiary hereto.

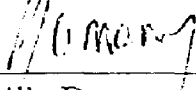
11.13 Obligations of Acterna Parent. Wavetek Wandel Goltermann, LLC, a Delaware limited liability company, absolutely and unconditionally guarantees the due and punctual payment or performance, as applicable, by Sellers of their obligations, covenants and

agreements of Sellers under this Agreement and each of the agreements executed in connection herewith and hereby waives any defense (other than any defenses that Sellers might have), including any suretyship defenses or offset which it otherwise might have or assert in the event of enforcement of such guarantee.

11.14. Limitation of Liability. Sellers' liability to Purchasers under any cause of action, or claim for indemnification, brought under or arising out of this Agreement shall in no event exceed the fifty percent (50%) of the Purchase Price, except in the case of liabilities arising out of: (i) fraud, (ii) the breach by any Seller of a covenant contained in Article VI hereto, (iii) any Purchaser becoming liable for any debt, obligation or liability of Seller in violation of Section 1.3 hereof. The limitation contained in this Section 11.14 shall not apply to claims of a Purchaser arising out of Section 10.2(b)(iv).

IN WITNESS WHEREOF, each of the parties has executed or caused this Agreement to be executed on its behalf by a duly authorized officer all as of the date first written above.

ACTERNA MÜNCHEN GMBH

By: 
Cyrille Damany

Its: _____
Geschäftsführer

By: 
Wolfgang Herla

Its: _____
Prokurist

IN WITNESS WHEREOF, each of the parties has executed or caused this Agreement to be executed on its behalf by a duly authorized officer all as of the date first written above.

(WITH RESPECT TO THE PROVISIONS OF SECTION 11.13:)

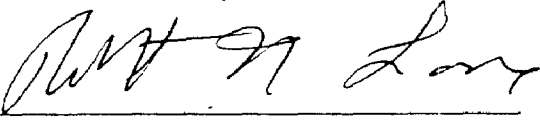
WAVETEK WANDEL GOLTERMANN, LLC

By: Robert W Wood _____ *MWST*

Its: Vice President _____

IN WITNESS WHEREOF, each of the parties has executed or caused this Agreement to be executed on its behalf by a duly authorized officer all as of the date first written above.

IDEAL INDUSTRIES, INC.

By: 

Its: CEO

SELECTED ASSET PURCHASE AGREEMENT

SCHEDULE 4.7

**REGISTERED TRADEMARKS
LANTEK**

Registration No. 1,963,845

Registration Date – 3/26/96