

07-19-2002



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RECORDATION SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

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

1. Name of conveying party(ies): 7-10-02
 Kaul Tronics, Inc.
 1140 Sextonville Road
 Richland Center, Wisconsin 53581

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State Wisconsin
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: California Amplifier, Inc.

Internal Address: _____

Street Address: 460 Calle San Pablo

City: Camarillo State: CA Zip: 93012

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Delaware
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 4/4/02

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

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 2,022,627

Additional number(s) attached Yes No

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

Name Catherine L. Donohue, Esq.

Internal Address: _____

Street Address: Gibson, Dunn & Crutcher, LLP
4 Park Plaza, Jamboree Center

City: Irvine State: CA Zip: 92614

6. Total number of applications and registrations involved 1

7. Total fee (37 CFR 3.41) \$40.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
501408

DO NOT USE THIS SPACE

9. Signature.

07/18/2002 DBYRNE 00000222 501408 2022627

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Catherine L. Donohue _____ July 10, 2002
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and documents: 3

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

TRADEMARK ASSIGNMENT

WHEREAS, Kaul Tronics, Inc., a Wisconsin corporation (hereinafter "Assignor"), has adopted, used and is using a trademark which was registered in the U.S. Patent and Trademark Office on December 10, 1996 as Registration No. 2,022,627 (the "Mark"); and

WHEREAS, Assignor and California Amplifier, Inc., a Delaware corporation (hereinafter "Assignee"), have entered into a certain Asset Purchase Agreement dated April 5th, 2002 (the "Asset Purchase Agreement"), by and among Assignor, NGP, Inc., a Wisconsin corporation ("NGP"), Interactive Technologies International, L.L.C. ("ITI"), and Assignee, under which Assignee has agreed to purchase and Assignor has agreed to sell to Assignee the Mark and the registration thereof.

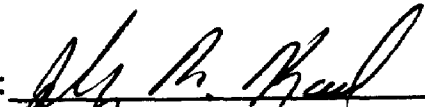
NOW, THEREFORE, pursuant to the terms and conditions as provided in the Asset Purchase Agreement, and other good and valuable consideration, the receipt of which by Assignor from Assignee is hereby acknowledged, Assignor hereby sells, assigns, and transfers to Assignee all of its right, title and interest in the Mark referred to above, together with all goodwill associated therewith.

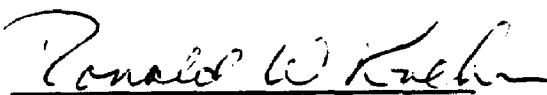
Absent express authorization by Assignee, Assignor agrees to refrain from the use of the Mark in any way and for any purpose or to use in commerce any other Mark in connection with the sale, offering for sale, distribution, or advertising of any goods or services when such use is likely to cause confusion, or to cause mistake, or to deceive any party as to the source of any goods and services offered by Assignor or as to the sponsorship of Assignor, its business, products, or services. The waiver by Assignee of a breach by Assignor of this section shall not operate or be construed as a waiver of any subsequent breach by Assignor. Any use of the Mark by Assignor, under the terms of this section or otherwise, shall inure to the benefit of Assignee.

This Assignment shall be binding upon and shall inure to the benefit of the heirs, assigns of the parties hereto.

ASSIGNOR:
Kaul Tronics, Inc.

IN THE PRESENCE OF:

By: 
Its: Pres.


Ronald W. Kuehn

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

On this 4 day of April, 2002, before me appeared John R. Kaul
the person who signed this instrument, who acknowledged that the same was signed
as a free act of behalf of Kaul Tronics, Inc., as its Pres. with
authority to do so.

Randall W. Kueh
Notary Public

Dane, County, Wisconsin

My commission expires: is permanent