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Form PTO-1594

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Tab settings → → →

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE

U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

Raytheon Company

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

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

1. Nature of conveyance:

- Assignment
- Security Agreement
- Corporation-State
- Merger
- Change of Name

Execution Date: September 5, 2001

2. Name and address of receiving party(ies)

Name: **Basic Electronics, Inc.**

Internal: _____

Street Address: 11371 Monarch Street

City: Garden Grove State: CA Zip: 92841

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,734,506

Additional number(s) attached Yes No

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

Name: Francie R. Gorowitz, Esq.

Internal Address: O'Melveny & Myers LLP

Street Address: 1999 Avenue of the Stars

City: Los Angeles State: CA Zip: 90067-6035

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:

500639

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Francie R. Gorowitz

Name of Person Signing

Signature

May 15, 2003

Date

Total number of pages including cover sheet, attachments, and document:

2

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

05/29/2003 ECOOPER 00000142 500639 1734506

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CC1:618286.1

TRADEMARK
REEL: 002742 FRAME: 0865

**MENTOR – PROTÉGÉ AGREEMENT
AMENDMENT NO. 1**

The Mentor – Protégé Agreement between Raytheon Systems Company, Naval and Maritime Systems, now known as Raytheon Company, Electronic Systems, Naval & Maritime Integrated Systems (Mentor), and Basic Electronics Inc. (Protégé), effective on November 1, 1998, hereinafter known as the "Agreement", is amended as follows.

WITNESSETH THAT:

WHEREAS, It is the desire of the Mentor and Protégé to expand the Agreement to facilitate the transfer of the MAGNAPhone Assets and continuing performance obligations to Basic Electronics Inc (BEI); and,

WHEREAS, The MAGNAPhone Assets, as defined in the Transition Plan, hereinafter referred to as the "Plan", are managed by Raytheon Technical Services Company (RTSC), a wholly owned subsidiary of the Raytheon Company; and,

WHEREAS, RTSC, acting through its Engineering and Production Support (EPS) Operation located in Indianapolis, Indiana and BEI hereinafter known as the "Parties", desire that RTSC transfer the responsibility for the MAGNAPhone Assets and continuing performance obligations to BEI, and hereby specifically incorporate the following provisions setting forth the rights and obligations of the Parties relating to the transfer,

NOW THEREFORE, in consideration of the above stated undertakings herein expressed, the Parties agree to the following:

I. Transition Plan

The Parties have developed and agreed upon a transition plan, which contains the specific elements, responsibilities and schedules necessary to facilitate the successful transfer of MAGNAPhone Assets and continuing performance obligation. The plan consists of the Exhibits contained herein and sets forth the scope and schedule for the transfer as follows:

(A) Transfer of Equipment Inventory

The existing inventory of MAGNAPhone Assets, including new, refurbished and unrepared systems, assemblies, and parts, has been the subject of a review by BEI, and BEI is satisfied as to the existing inventory. Exhibit I represents a good faith depiction of this inventory.

(B) Transfer of Manufacturing and Other Miscellaneous Equipment

MAGNAPhone specific manufacturing and other miscellaneous equipments that are the property of and in the possession of RTSC, as listed in Exhibit II, shall be transferred to BEI.

(C) Transfer of Test Equipments

MAGNAPhone specific test equipments that are the property of RTSC, as listed in Exhibit III, shall be physically transferred to BEI, except the Earth Station Test Set (ESTS) and MX2464, which currently are and shall remain located at GLOCOM Inc., Germantown, Maryland. Title to test equipments, including the ESTS and MX2464 located at GLOCOM, shall transfer to BEI upon the expiration of the outstanding warranties on fielded equipments, as identified in paragraph (F) below. BEI shall issue a written notice to RTSC upon making its determination that all warranties and related obligations have expired. RTSC shall, upon receipt of notification, verification and written concurrence, transfer title to the test equipment.

(D) Transfer of Intellectual Property

Intellectual Property Rights, as listed in Exhibit IV hereto, shall transfer to BEI.

(E) Records and History

Reasonably available records and history covering the five (5) year period preceding the transfer will be provided to BEI or be made available upon request of BEI. These records include: contract and procurement files; a list of customers; marketing plans; outstanding quotations; a list of distributors; a list of outstanding warranties; and a list of suppliers and technicians. Additional requests for records and history shall be made no later than 120 days from the date of transfer.

(F) Continuing Performance Obligations

BEI shall assume the remaining warranty obligations for the fielded systems, as set forth in Exhibit V hereto.

BEI shall assume the remaining warranty obligations for all new spare parts for a period of one (1) year from the date of delivery and for all repaired/exchanged spare parts for a period of ninety (90) days from the date of delivery, as identified in the documentation furnished under paragraph (E) above.

(G) Transfer of Ownership

Physical transfer of the above items shall be as set forth in the transition plan schedule, paragraph IV. Title to the items identified in Paragraphs 1(A), 1(B), 1(D) and 1(E) above, shall transfer to BEI on September 15, 2001. Title to the items set forth in Paragraph 1(C) shall vest as noted therein.

II. Financial Responsibilities

(A) Assets and Liabilities

Accounts Receivable and Accounts Payable, existing as of September 15, 2001, shall not be transferred to BEI and shall remain the responsibility of RTSC. During the period between the effective date of this Amendment and September 15, 2001, any items delivered to customers, shall be invoiced by the party shipping the goods and the resulting receivable shall remain the responsibility of that party.

(B) Costs associated with the physical movement of the hardware, documentation, tools and test equipment from Indianapolis and Long Beach to the designated BEI facility, shall be the responsibility of Raytheon Company to the extent that they are within the scope of the Mentor – Protégé Agreement and underlying Task Order FC17 of Contract N00024-98-G-5418. These costs include management and technical staff support to ensure the orderly transition of the MAGNAPhone assets.

(C) RTSC will, consistent with the above Contract/Task Order/Agreement and this Amendment, assist in the transition of the property specified herein. RTSC shall not incur any financial liability as a result of this Amendment.

III. Assignment

The GLOCOM Memorandum of Understanding, dated October 3, 1995, Exhibit VI, hereto, shall be assigned to BEI.

IV. Schedule

The schedule for the transition shall be as set forth in Exhibit VII hereto.

V. Consideration and Royalty

BEI shall assume responsibility and liability for all outstanding warranties as consideration for this transfer. Additionally, BEI shall pay an annual royalty of 2% of all new equipment sales in any calendar year when said sales exceed the gross amount of \$10,000,000.

VI. Relationship

This Amendment is not to be construed as creating a joint venture, partnership, or formal business organization of any kind, other than as specifically expressed herein.

VII. Effective Date

This Amendment shall become effective upon the latest signature of one of the Parties. At that time BEI shall be authorized to announce the transition of the MAGNAPhone assets and commence any marketing activities that they deem to be in their best interest.

IN WITNESS THEREOF, the Parties hereto have executed this Amendment as of the date of the last signature noted below.

Raytheon Company
Raytheon Technical Services Company

BY: [Signature]
TITLE: EXECUTIVE VICE PRESIDENT
DATE: 5 September 2001

Basic Electronics Inc
Garden Grove, CA 92841

BY: _____
TITLE: _____
DATE: _____

Raytheon Company
Naval and Maritime Integrated Systems

BY: [Signature]
TITLE: MENTOR PROTEGE MANAGER
DATE: SEPT 5, 2001

MENTOR – PROTÉGÉ AGREEMENT AMENDMENT NO. 1

The Mentor – Protégé Agreement between Raytheon Systems Company, Naval and Maritime Systems (Mentor) and Basic Electronics Inc. (Protégé), effective on November 1, 1998, hereinafter known as the "Agreement", is amended as follows.

WITNESSETH THAT:

WHEREAS, It is the desire of the Mentor and Protégé to expand the Agreement to facilitate the transfer of the MAGNAPhone Assets and continuing performance obligation to Basic Electronics Inc (BEI); and,

WHEREAS, The MAGNAPhone Assets, as defined in the Transition Plan, hereinafter referred to as the "Plan", are managed by Raytheon Technical Services Company (RTSC), a wholly owned subsidiary of the Raytheon Company; and,

WHEREAS, RTSC, acting through its Engineering and Production Support (EPS) Operation located in Indianapolis, Indiana and BEI hereinafter known as the "Parties", desire that RTSC transfer the responsibility for the MAGNAPhone Assets and continuing performance obligations to BEI and hereby specifically incorporate the following provisions setting forth the rights and obligations of the Parties relating to the transfer;

NOW THEREFORE, in consideration of the above stated undertakings herein expressed, the Parties agree to the following:

I. Transition Plan

The Parties have developed and agreed upon a transition plan, which contains the specific elements, responsibilities and schedules necessary to facilitate the successful transfer of MAGNAPhone Assets and continuing performance obligation. The plan consists of the Exhibits contained herein and sets forth the scope and schedule for the transfer as follows:

(A) Transfer of Equipment Inventory

The existing inventory of MAGNAPhone Assets, including all new, refurbished and unrepaired systems, assemblies, and parts, as set forth in Exhibit I hereto, shall transfer from RTSC and vest with BEI.

(B) Transfer of Manufacturing and Other Miscellaneous Equipment

All MAGNAPhone specific manufacturing and other miscellaneous equipments that are the property of and in the possession of RTSC, as listed in Exhibit II, shall be transferred to BEI.

(C) Transfer of Test Equipments

All MAGNAPhone specific test equipments that are the property of RTSC, as listed in Exhibit III, shall be physically transferred to BEI, except the Earth Station Test Set (ESTS) and MX2464 currently are, and will remain, located at GLOCOM. Title to all test equipment shall transfer to BEI upon the expiration of the outstanding warranties on fielded equipments, as identified in paragraph "F" below. BEI shall issue said notice to RTSC upon making the determination that all warranties have expired. RTSC shall, upon receipt of notification, verification and written concurrence, transfer title to the test equipment.

(D) Transfer of Intellectual Property, MAGNAPhone Name, Trademark and Documentation

All Intellectual Property Rights, including Patent and Copy Rights, drawings, Technical Manuals and software, as listed in Exhibit IV hereto, that are currently in the possession of RTSC and the sole property of MAGNAPhone shall transfer to BEI.

(E) Records and History

All reasonably available records and history covering the five (5) year period preceding the transfer shall be provided to BEI or made available upon request of BEI. These records shall include, but not be limited to: contract and procurement files; a list of all customers; past and current marketing plans; all outstanding quotations; a list of all past and current distributors; a list of current outstanding warranties; and a list of all current suppliers and technicians. Additional requests for records and history shall be made no later than 120 days from the date of transfer.

(F) Continuing Performance Obligations

BEI shall assume the remaining warranty obligations for the fielded systems, as set forth in Exhibit V hereto.

BEI shall assume the remaining warranty obligations for all new spare parts for a period of one (1) year from the date of delivery and for all repaired/exchanged spare parts for a period of ninety (90) days from the date of delivery, as identified in the documentation furnished under paragraph "E" above.

(G) Transfer of Ownership

Physical transfer of the above items shall be as set forth in the transition plan schedule. Title to the items identified in Paragraphs 1A, 1B, 1D and 1E above, shall transfer to BEI on September 15, 2001. Title to the items set forth in Paragraph 1C shall vest as noted therein.

II. Financial Responsibilities

(A) Assets and Liabilities

Accounts Receivable and Accounts Payable, existing as of September 15, 2001, shall not be transferred to BEI and shall remain the responsibility of RTSC. During the period between the effective date of this Amendment and September 15, 2001, any items delivered to customers, shall be invoiced by the party shipping the goods and the resulting receivable shall remain the responsibility of that party.

(B) All costs associated with the physical movement of the hardware, documentation, tools and test equipment from Indianapolis and Long Beach to the designated BEI facility, shall be the responsibility of Raytheon Company to the extent that they are within the scope of the Mentor - Protégé Agreement and underlying Task Order FC17 of Contract N00024-98-G-5418. These costs include management and technical staff support to ensure the orderly transition of the MAGNAPhone assets.

(C) RTSC shall, consistent with the above Contract/Task Order/Agreement and this Amendment, assist in the successful transition of all of the property specified herein. RTSC shall not incur any financial liability as a result of this Amendment.

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III. Assignment

The GLOCOM Memorandum of Understanding, dated October 3, 1995, Exhibit VI, hereto, shall be transitioned to BEI.

IV. Schedule

The schedule for the transition shall be as set forth in Exhibit VII hereto.

V. Consideration and Royalty

BEI shall assume responsibility and liability for all outstanding warranties as consideration for this transfer. Additionally, BEI shall pay an annual royalty of 2% of all new equipment sales in any calendar year when said sales exceed the gross amount of \$10,000,000.

VI. Relationship

This Amendment is not to be construed as creating a joint venture, partnership, or formal business organization of any kind, other than as specifically expressed herein.

VII. Effective Date

This Amendment shall become effective upon the latest signature of one of the Parties. At that time BEI shall be authorized to announce the transition of the MAGNAPhone assets and commence any marketing activities that they deem to be in their best interest.

IN WITNESS THEREOF, the Parties hereto have executed this Amendment as of the date of the last signature noted below.

**Raytheon Company
Raytheon Technical Services Company**

**Basic Electronics Inc
Garden Grove, CA 92841**

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

**Raytheon Company
Naval and Maritime Integrated Systems**

BY: _____

TITLE: _____

DATE: _____

Exhibit IV to Mentor – Protégé
Agreement, Amendment 1

MAGNAPhone Intellectual Property Rights

- MAGNAPhone name and trademarks
- Phone numbers (past and present) agreement to forward phone inquiries for two years after transfer
- Distribution network and expired agreements (as available)
- Drawings
- Source and operating software
- Licenses
 - Inmarsat
 - Glocom MOU
- Freight forward agreement
- Customer lists
- Marketing data and plans
- Marketing Materials
- Photos, Film and other Media
- Contract files
- All other customer and reasonable documentation required for ongoing operation of said business.