

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

09/08/2004
900012608

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Odetics, Inc.		05/09/2003	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	FEI-ZYFER, INC.
Also Known As:	ZYFER, INC.
Street Address:	1515 South Manchester Ave.
City:	Anaheim
State/Country:	CALIFORNIA
Postal Code:	92802
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2259579	ACCUSYNC

CORRESPONDENCE DATA

Fax Number: (714)917-1974
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 714-917-1970
Email: dlt@fei-zyfer.com
Correspondent Name: Dan Thomas
Address Line 1: 1515 South Manchester Ave.
Address Line 4: Anaheim, CALIFORNIA 92802

NAME OF SUBMITTER:	Dan Thomas
---------------------------	------------

Total Attachments: 1
 source=No Image File Required to Change Assignment#page1.tif

OP \$40.00 2259579

5/17 3 of 9

BILL OF SALE

BILL OF SALE, dated as of May 9, 2003 (this "Bill of Sale") is made and executed by ZYFER, INC., a Delaware corporation ("Seller").

WITNESSETH

WHEREAS, Seller and FEI-ZYFER, INC., a Delaware corporation ("FEI-Zyfer" or "Purchaser") have entered into that certain Asset Purchase Agreement dated as of May 9, 2003 (the "Asset Purchase Agreement") (capitalized terms and not otherwise defined herein are used as defined in the Asset Purchase Agreement); and

WHEREAS, the Asset Purchase Agreement provides for, among other things, the transfer and sale to FEI-Zyfer of all of Seller's right, title and interest in the Assets for consideration in the amount and upon the terms provided in the Asset Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration to Seller, receipt of which is hereby acknowledged, and pursuant to the Asset Purchase Agreement, Seller, intending to be legally bound hereby, hereby agrees as follows:

1. Sale of Assets. Seller hereby sells, conveys, assigns and transfers to FEI-Zyfer, and FEI-Zyfer hereby purchases, acquires and accepts from Seller, all of Seller's right, title and interest in the Assets (as set forth in Section 2.1 and Schedule 2.1 of the Asset Purchase Agreement), which term does not include the Retained Assets or any assets, properties or rights that have been (or will be) sold, conveyed, assigned and transferred to Purchaser or any of its Affiliates pursuant to the Sub-Lease Agreement between Seller and Purchaser.
2. Further Assurances. Seller hereby covenants and agrees that it will, at the request of Purchaser and without further consideration, execute and deliver, and will cause its employees to execute and deliver, such other instruments of sale, transfer, conveyance and assignment, and take such other action as may reasonably be necessary to more effectively sell, convey, assign, transfer and deliver to, and vest in, Purchaser, its successors and assigns, the Assets hereby sold, transferred, conveyed, assigned and delivered, or intended so to be, and to put Purchaser in possession thereof.
3. Power of Attorney. Seller hereby constitutes and appoints FEI-Zyfer, its successors and assigns, Seller's true and lawful attorney and attorneys, with full power of substitution, in Seller's name and stead, but on behalf and for the benefit of FEI-Zyfer, its successors and assigns, to demand and receive any and all of the Assets, and to give receipts and releases for and in respect of the same, and any part thereof, and from time to time to institute and prosecute in Seller's name, or otherwise, for the benefit of FEI-Zyfer, its successors and assigns, any and all proceedings at law, in equity or otherwise, which FEI-Zyfer, its successors and assigns, may deem proper for the collection or reduction to possession of any of the Assets or for the collection and enforcement of any claim or right of any kind hereby sold, conveyed, transferred and assigned, or intended so to be, and to do all acts and things in relation to the Assets which FEI-Zyfer, its successors and assigns shall deem desirable, Seller hereby declaring

MAY-08-2003 THU 02:29 PM ODETIOS, INC

FAX NO. 7147807857

transferred and assigned, or intended so to be, and to do all acts and things in relation to the Assets which FEI-Zyfer, its successors and assigns shall deem desirable, Seller hereby declaring that the foregoing powers are coupled with an interest and are and shall be irrevocable by Seller or by its dissolution or in any manner or for any reason whatsoever.

4. No Rights in Third Parties. Nothing expressed or implied in this Bill of Sale is intended to or shall confer upon any party, other than FEI-Zyfer and its successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Bill of Sale.

5. Successors and Assigns; Effectiveness. This Bill of Sale is executed by, and shall be binding upon, Seller, its successors and assigns, for the uses and purposes above set forth and referred to, effective immediately upon its delivery to FEI-Zyfer.

6. Governing Law. This Bill of Sale shall be governed by and construed in accordance with the laws of the State of New York applicable to agreements made and to be performed entirely within that state.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be duly executed as of the day and year first above written.

ZYFER, INC.

By: 
Name: AUGO TRUENAU
Title: CEO

Receipt of the foregoing instrument acknowledged:

FEI-ZYFER, INC.

By: _____
Name:
Title:

that the foregoing powers are coupled with an interest and are and shall be irrevocable by Seller or by its dissolution or in any manner or for any reason whatsoever.

4. No Rights in Third Parties. Nothing expressed or implied in this Bill of Sale is intended to or shall confer upon any party, other than FEL-Zyfer and its successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Bill of Sale.

5. Successors and Assigns: Effectiveness. This Bill of Sale is executed by, and shall be binding upon, Seller, its successors and assigns, for the uses and purposes above set forth and referred to, effective immediately upon its delivery to FEL-Zyfer.

6. Governing Law. This Bill of Sale shall be governed by and construed in accordance with the laws of the State of New York applicable to agreements made and to be performed entirely within that state.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be duly executed as of the day and year first above written.

ZYFER, INC.

By: _____
Name: Hugo Fruehauf
Title: Chief Executive Officer

Receipt of the foregoing instrument
acknowledged:

FEL-ZYFER, INC.

By: Alan Miller
Name: Alan Miller
Title: Secretary and Treasurer

EXECUTION COPY

ASSET PURCHASE AGREEMENT

by and among

FREQUENCY ELECTRONICS, INC.,

FEI-ZYFER, INC.,

ODETICS, INC.

and

ZYFER, INC.

dated as of

May 9, 2003

ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT, dated as of May 9, 2003, by and among FREQUENCY ELECTRONICS, INC., a Delaware corporation ("Frequency"), FEI-ZYFER, INC., a Delaware corporation ("Purchaser"), ODETICS, INC., a Delaware corporation ("Parent"), and ZYFER, INC., a Delaware corporation ("Seller"). Certain capitalized terms used in this Agreement have the meanings assigned to them in Article I.

WHEREAS, Seller is engaged in the business of designing, developing, and manufacturing time/frequency generation and synchronization products (the "Business");

WHEREAS, Parent is the direct owner of all of the outstanding capital stock of Seller;

WHEREAS, Purchaser is a wholly-owned subsidiary of Frequency;

WHEREAS, Seller wishes to sell, and Purchaser wishes to purchase, the Business and Assets (as hereinafter defined), subject to the assumption by Purchaser of certain liabilities of Seller comprising the Assumed Liabilities (as hereinafter defined) on the terms and subject to the conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and agreements set forth herein, intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATION

Section 1.1 Definitions. For all purposes of this Agreement, except as otherwise expressly provided or unless the context clearly requires otherwise:

"Accounts Receivable" shall mean any and all trade accounts, notes and other receivables of Seller and the Business and all claims relating thereto or arising therefrom other than the Retained Assets.

"Additional Payment Amount" shall have the meaning set forth in Section 2.8(a).

"Affiliate" of a Person shall mean a Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with the first mentioned Person.

"Agreement" or "this Agreement" shall mean this Asset Purchase Agreement, together with the Exhibits and Appendices hereto and the Disclosure Schedules.

(a) At or after the Closing, Purchaser may, in its discretion, offer to employ any hourly or salaried employees of Seller under such terms and conditions as Purchaser may determine.

(b) Except as set forth on Schedule 2.3, Seller shall retain, and Purchaser shall not assume, any Plans (including, Title IV Plans) or any other arrangement or agreements (including with respect to any retention or sale bonus arrangements of Seller) relating to the employees of Seller. All Liabilities to, or relating to, the Plans (including, all multiemployer Plans), and all Liabilities to, or relating to, any employee of Seller, shall be Retained Liabilities, and Purchaser shall have no obligation or liability with respect to such Plans, arrangements or agreements. Purchaser and Seller shall take all actions necessary to cause the retention by Seller of all such Plans.

(c) Seller shall comply with the requirements of the Worker Adjustment and Retraining Notification Act of 1988 ("WARN Act"), if applicable, or any state law applicable to or affecting any site of employment, facility, operating unit, or employee of the Business.

Section 6.5 Use of Seller's Name and Logo. It is expressly agreed that Purchaser is purchasing, acquiring or otherwise obtaining all right, title or interest in and to any trade names, Trademarks, identifying logos or service marks related thereto used in the Business (collectively, the "Seller's Trademarks and Logos"). Seller's Trademarks and Logos shall not include the trademarks and logos used in any business unit of Parent other than Seller. Seller agrees that following the Closing Date, Seller shall cease and desist, and cause all of its Affiliates or licensees to cease and desist, from all further use of Seller's Trademarks and Logos being transferred herein, and will adopt new trade names, Trademarks, identifying logos and service marks related thereto which are not confusingly similar to Seller's Trademarks and Logos being transferred herein. Promptly following the Closing, Seller shall amend the charter documents of Seller to delete the name "Zyfer".

Section 6.6 Further Assurances. Each party shall cooperate with the other parties, and execute and deliver, or use its commercially reasonable efforts to cause to be executed and delivered, all such other instruments, including instruments of conveyance, assignment and transfer, and to make all filings with and to obtain all consents, approvals or authorizations of any Governmental Entity or other regulatory authority or any other Person under any Permit, agreement, indenture or other instrument, and take all such other actions as such party may reasonably be requested to take by another party hereto from time to time, consistent with the terms of this Agreement, in order to effectuate the provisions and purposes of this Agreement and the transactions contemplated hereby.

Section 6.7 Record Retention. Each party agrees that for a period of not less than seven years following the Closing Date, it shall not destroy or otherwise dispose of any of the books and records relating to the Assets or the Assumed Liabilities in its possession with respect to periods prior to the Closing. Each party shall have the right to destroy all or part of such books and records after the seventh anniversary of the Closing Date or, at an earlier time by giving each other party hereto thirty days prior written notice of such intended disposition and by offering to deliver to the other party, at the other party's expense, custody of such books and records as such first party may intend to destroy.