

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Pacific Wireless Manufacturing, Inc.		06/22/2005	CORPORATION: CALIFORNIA
Scott Parsons		06/22/2005	INDIVIDUAL:

RECEIVING PARTY DATA

Name:	Cushcraft Corporation
Street Address:	48 Perimeter Road
City:	Manchester
State/Country:	NEW HAMPSHIRE
Postal Code:	03103
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2794785	INWAVE SERIES
Registration Number:	2800349	VAGI SERIES
Registration Number:	2800348	PMANT
Serial Number:	78555468	QWIKBRIDGE
Registration Number:	2955129	ROOTENNA
Serial Number:	78177207	ECHO SERIES
Registration Number:	2006532	FIL-TENNA
Registration Number:	1795689	
Serial Number:	75669900	PACIFIC WIRELESS

CORRESPONDENCE DATA

Fax Number: (617)523-1231
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 617-570-1000

CH \$240.00 2794785

Email: tmadmin@goodwinprocter.com
Correspondent Name: Robert M. Crawford
Address Line 1: 53 State Street, Exchange Place
Address Line 2: Goodwin Procter LLP
Address Line 4: Boston, MASSACHUSETTS 02109

NAME OF SUBMITTER:	Robert M. Crawford, Jr.
Signature:	/Robert M. Crawford, Jr./
Date:	07/08/2005

Total Attachments: 4

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Exhibit E-2

ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks, dated as of June 22, 2005, is by and among Pacific Wireless Manufacturing, Inc., a California corporation, and Scott Parsons (together, the "Assignors") and Cushcraft Corporation, a Delaware corporation having a principal place of business at 48 Perimeter Road, Manchester, NH 03103 ("Assignee").

WHEREAS, the Assignors hold all right, title and interest in and to the trademarks, service marks and trade names identified in the attached Schedule A (the "Marks");

WHEREAS, Assignee has entered into that certain Asset Purchase Agreement, dated as of June 22,, 2005, with the Assignors (the "Purchase Agreement"), pursuant to which the Assignee has acquired certain assets of the Assignors;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignors and Assignee agree as follows,

1. The Assignors do hereby assign, transfer and set over to Assignee all right, title, and interest in and to the Marks, together with all of the goodwill symbolized thereby and appurtenant thereto.
2. The Assignors do also hereby assign, sell, transfer and set over unto Assignee all claims for damages for reason of past or current infringement of each of the Marks, as well as the right to sue for and collect the same for its own use and enjoyment.
3. The Assignors further authorizes the Director of the United States Patent & Trademark Office, and any official of any U.S. state or states, or any country or countries foreign to the United States, whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and title thereto as the property of Assignee, its successors, legal representatives and assigns in accordance with the terms of this instrument.

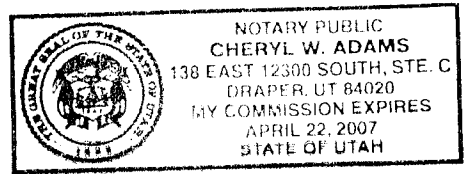
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IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their respective duly authorized representatives as a sealed instrument as of the date first written above:

PACIFIC WIRELESS MANUFACTURING, INC.

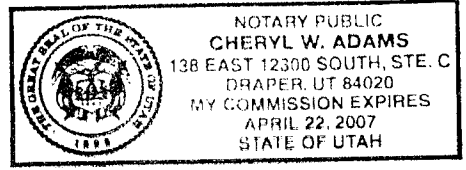
By: Scott Parsons
Name: Scott Parsons
Title: Pres/CEO
STATE OF UTAH)
COUNTY OF SALT LAKE)

On this 7th day of June, 2005, before me, the undersigned notary public, personally appeared Scott Parsons (name of document signer), proved to me through satisfactory evidence of identification, which were UTDL, to be the person whose name is signed on the preceding or attached document and acknowledged to me that (he)(she) signed it voluntarily for its stated purpose.
(as President for Pacific Wireless, (a)(the) corp.)
Cheryl W. Adams (official signature and seal of notary)
My commission expires: 04/22/2007



Scott Parsons
Scott Parsons
STATE OF UTAH)
COUNTY OF SALT LAKE)

On this 7th day of June, 2005, before me, the undersigned notary public, personally appeared Scott Parsons, proved to me through satisfactory evidence of identification, which were UTDL, to be the person whose name is signed on the preceding or attached document and acknowledged to me that he signed it voluntarily for its stated purpose.
(as Representative for himself, (a)(the) person)
Cheryl W. Adams (official signature and seal of notary)
My commission expires: 04/22/2007



CUSHCRAFT CORPORATION

By: _____
Name: Gregory S. Czuba
Title: President & CEO
STATE OF New Hampshire
COUNTY OF Hillsborough)

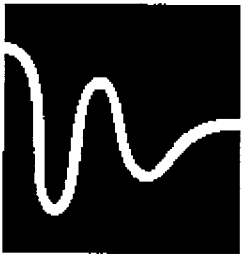
On this 3rd day of June, 2005, before me, the undersigned notary public, personally appeared Gregory S. Czuba (name of document signer), proved to me through satisfactory evidence of identification, which were drivers license to be the person whose name is signed on the preceding or attached document and acknowledged to me that (he)(she) signed it voluntarily for its stated purpose.

(as 3rd for Signe, (a)(the) 9005.)
James C. Arsenault (official signature and seal of notary)

My commission expires: _____
JAMES C. ARSENAULT, Notary Public
My Commission Expires January 15, 2008

SCHEDULE A

Trademarks

Country	Serial Number	Registration Number	Registration / Application Date	Trademark
US		2,794,785	12/16/2003	INWAVE SERIES
US		2,800,349	12/30/2003	VAGI SERIES
US		2,800,348	12/30/2003	PMANT
US	78/555,468		1/27/2005	QWIKBRIDGE]
US		2,955,129	5/14/2004	ROOTENNA
US	78/077,207		10/22/2002	ECHO SERIES
US		2,006,532*	10/8/1996	FIL-TENNA
US		1,795,689*	9/28/1993	LOGO (DESIGN ONLY) 
US	75/669900	N/A	N/A	PACIFIC WIRELESS

* The Federal Registrations for these marks have been cancelled, but these marks are still in use for common law purposes.