

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
M/A-Com, Inc.		05/29/2009	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	Pine Valley Investments, Inc.
Street Address:	3993 Howard Hughes Parkway, Suite 250
City:	Las Vegas
State/Country:	NEVADA
Postal Code:	89109
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	1823619	EDACS
Registration Number:	1064345	MASTR
Registration Number:	3110025	VIDA
Registration Number:	3110074	VIDA
Serial Number:	77728065	BEON
Serial Number:	77728062	
Serial Number:	76464205	NETWORKFIRST

CORRESPONDENCE DATA

Fax Number: (216)579-0212
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 216/586-7778
 Email: skoston@jonesday.com
 Correspondent Name: Scott W. Hackwelder, Esq.
 Address Line 1: Jones Day, North Point, 901 Lakeside Ave
 Address Line 4: Cleveland, OHIO 44114

CH \$190.00 1823619

ATTORNEY DOCKET NUMBER:	934140-001027/M/ACOMTM
NAME OF SUBMITTER:	Scott W. Hackwelder, Esq.
Signature:	/Scott W. Hackwelder/
Date:	08/04/2009
Total Attachments: 8 source=DOC073#page1.tif source=DOC073#page2.tif source=DOC073#page3.tif source=DOC073#page4.tif source=DOC073#page5.tif source=DOC073#page6.tif source=DOC073#page7.tif source=DOC073#page8.tif	

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "**Assignment**"), dated as of May 29, 2009 (the "**Effective Date**"), is made by and between Tyco Electronics Group S.A., a company organized under the laws of Luxembourg, The Whitaker Corporation, a Delaware corporation, M/A-Com, Inc., a Florida corporation (each an "**Assignor**") and Pine Valley Investments, Inc., a Delaware corporation ("**Assignee**").

WHEREAS, pursuant to an Asset Purchase Agreement, dated as of April 16, 2009 (the "**Purchase Agreement**") by and among Harris Corporation, a Delaware corporation, Tyco Electronics Group S.A., and Tyco Electronics Ltd., a corporation incorporated under the laws of Bermuda, Tyco Electronics Group S.A. has agreed to sell and to cause each of its relevant Affiliates (including each Assignor) to sell each Assignor's entire right, title and interest in and to the United States and foreign trademark registrations and applications for registrations of trademarks identified and set forth on **Annex A** (collectively, the "**Trademarks**"); and

WHEREAS, capitalized terms used herein without definition shall have the meanings given to such terms in the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration (including the premises and covenants set forth in the Purchase Agreement), the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Each Assignor hereby irrevocably sells, assigns, transfers, conveys, delivers, and sets over to Assignee its entire right, title and interest in and to the Trademarks, together with the goodwill of the business in connection with which the Trademarks are used, and all common law rights, registrations, applications therefor and renewals and extensions of the foregoing in the United States and for all foreign countries that are or may be secured under the laws of the United States, and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by such Assignor had this assignment and sale not been made, together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks and/or any associated goodwill, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Each Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks and any other similar governmental authority in countries foreign to the United States, at Assignor's sole expense, to record Assignee as the assignee and owner of such Assignor's entire right, title and interest in and to the Trademarks, and issue any and all registrations thereon to Assignee, for the sole use and enjoyment of Assignee and its successors, assigns or other legal representatives.

Each Assignor shall provide reasonable cooperation, access and assistance at Assignee's request and expense (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required) and all things reasonably necessary, proper or advisable in connection with: (1) preparation and prosecution of any application for registration or renewal of a registration covering any of the Trademarks; (2) prosecution or defense of any cancellation, opposition, infringement or other proceedings that may arise in connection with any of the Trademarks, including, without limitation, testifying as to any facts relating to the Trademarks and this Assignment; (3) obtaining any additional trademark protection for the Trademarks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries; and (4) implementation, perfection and/or recording of this Assignment in the United States and any and all applicable foreign jurisdictions.

In the event of a conflict between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall control.

This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without giving effect to any choice of law or conflict of laws rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

This Assignment may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. The electronic transmission of any signed original counterpart of this Assignment shall be deemed to be the delivery of an original counterpart of this Assignment.

[Signature pages follow this page.]

IN WITNESS WHEREOF, each Assignor and Assignee have caused this Assignment to be duly executed as of the date first above written.

TYCO ELECTRONICS GROUP S.A.

By: Jnz

Name: Jeanne Quirk
Title: Authorized Signatory

STATE OF New York
COUNTY OF New York SS:

On this 28th day of Mar, 2009 personally appeared before me Jeanne Quirk, known to me to be Authorized Signatory of Tyco Electronics Group S.A., who acknowledged that he or she signed this instrument as a free act on behalf of Tyco Electronics Group S.A.

Lindsay M. Allen
Notary Public: Lindsay M. Allen
My commission expires: 2011

LINDSAY M. ALLEN
Notary Public, State of New York
No. 01AL6177163
Qualified in New York County
Commission Expires Nov. 13, 2011

IN WITNESS WHEREOF, each Assignor and Assignee have caused this Assignment to be duly executed as of the date first above written.

**THE WHITAKER
CORPORATION**

By: 

Name: Driscoll A. Nina
Title: Vice President of Intellectual
Property

STATE OF _____)

ss:

COUNTY OF _____)

On this ___ day of _____, 2009 personally appeared before me _____, known to me to be _____ of The Whitaker Corporation, who acknowledged that he or she signed this instrument as a free act on behalf of The Whitaker Corporation.

Notary Public:
My commission expires:



Öffentliche Beglaubigung
Die Echtheit der vorstehenden Unterschrift der
mir persönlich bekannten
Nina Driscoll A. geb. 19.7.1956
von USA in Au SG
wird hiermit amtlich beglaubigt.
8323 Steinach, 2.5. 05. 09

Der Gemeinderatsschreiber:  Stv.

IN WITNESS WHEREOF, each Assignor and Assignee have caused this Assignment to be duly executed as of the date first above written.

M/A-COM, INC.

By: Jnj

Name: Jeanne Quirk
Title: Authorized Signatory

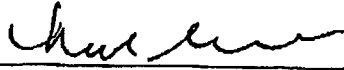
STATE OF New York
COUNTY OF New York SS:

On this 28th day of May, 2009 personally appeared before me Jeanne Quirk, known to me to be Authorized Signatory of M/A-Com, Inc., who acknowledged that he or she signed this instrument as a free act on behalf of M/A-Com, Inc.

Lindsay M. Allen
Notary Public: ~~2008~~ Lindsay M. Allen
My commission expires: 2011

LINDSAY M. ALLEN
Notary Public, State of New York
No. 01AL6177169
Qualified in New York County
Commission Expires Nov. 12, 2011

PINE VALLEY INVESTMENTS, INC.

By: 

Name: Charles J. Greene
Title: President and Treasurer

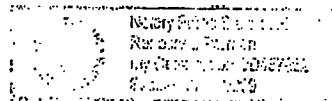
STATE OF FLORIDA)

ss:

COUNTY OF BREVARD)

On this 28th day of May, 2009 personally appeared before me Charles J. Greene, known to me to be President and Treasurer of Pine Valley Investments, Inc., who acknowledged that he or she signed this instrument as a free act on behalf of Pine Valley Investments, Inc. He is personally known to me.





TRADEMARK

REEL: 004036 FRAME: 0976

Annex A

Trademarks

Country	TM Name	Status	Application #	Filing Date	Registration #	Registration Date	Owner
US	EDACS	Registered	74/213255	18-Oct-91	1823619	22-Feb-94	M/A-Com, Inc
US	MASTR	Registered	73/059672	05-Aug-75	1064345	26-Apr-77	M/A-Com, Inc
US	NETWORKFIRST	Registered	76/464205	05-Nov-02	2928394	01-Mar-05	M/A-Com, Inc
MX	OPENSKY	Registered	587542	10-Feb-03	854458	10-Feb-03	The Whitaker Corporation
US	OPENSKY	Registered	75/398988	02-Dec-97	2339640	11-Apr-00	The Whitaker Corporation
US	OPENSKY	Registered	75/770933	09-Aug-99	2389717	26-Sep-00	The Whitaker Corporation
AR	VIDA	Registered	2489898	20-Jan-04	2.101.721	27-Jul-06	M/A-Com, Inc
BO	VIDA	Registered	SM-0125	20-Jan-04	99677-C	22-Jun-05	M/A-Com, Inc
BR	VIDA	PENDING	826255299	13-Feb-04			M/A-Com, Inc
EM	VIDA	Registered	003601192	22-Jan-04	003601192	26-Apr-05	M/A-Com, Inc
US	VIDA	Registered	78/321417	31-Oct-03	3110025	27-Jun-06	M/A-Com, Inc
US	VIDA	Registered	78/353128	16-Jan-04	3110074	27-Jun-06	M/A-Com, Inc
EC	VIDA	Registered	140950	20-Jan-04	30029-04	14-May-04	M/A-Com, Inc
PY	VIDA	Registered	1031-2004	22-Jan-04	277174	13-Apr-05	M/A-Com, Inc
UY	VIDA	Registered	352.597	29-Jan-04	352597	26-Jul-04	M/A-Com, Inc
VE	VIDA	PENDING	2004-000683	21-Jan-04			M/A-Com, Inc
CO	VIDA and Design	Registered	6000211	02-Jan-06	321421	29-Aug-06	M/A-Com, Inc
JP	DTx and Design	Registered	2005-025067	23-Mar-05	4905261	28-Oct-05	M/A-Com, Inc
EM	DTx and Design	Registered	004374567	04-May-05	004374567	17-May-06	M/A-Com, Inc
CN	Misc Design-BEON	PENDING					M/A-Com, Inc.
CN	BEON & Design	PENDING					M/A-Com, Inc.
JP	Misc Design-BEON	PENDING					M/A-Com, Inc.
JP	BEON & Design	PENDING					M/A-Com, Inc.
DE	Misc Design-BEON	PENDING					M/A-Com, Inc.
DE	BEON & Design	PENDING					M/A-Com, Inc.
AU	Misc Design-BEON	PENDING					M/A-Com, Inc.
AU	BEON & Design	PENDING					M/A-Com, Inc.
GB	Misc Design-BEON	PENDING					M/A-Com, Inc.
GB	BEON & Design	PENDING					M/A-Com, Inc.
BR	Misc Design-BEON	PENDING					M/A-Com, Inc.
BR	BEON & Design	PENDING					M/A-Com, Inc.
FR	Misc Design-BEON	PENDING					M/A-Com, Inc.
FR	BEON & Design	PENDING					M/A-Com, Inc.
IT	Misc Design-BEON	PENDING					M/A-Com, Inc.
IT	BEON & Design	PENDING					M/A-Com, Inc.

Country	TM Name	Status	Application #	Filing Date	Registration #	Registration Date	Owner
ES	Misc Design-BEON	PENDING					M/A-Com, Inc.
ES	BEON & Design	PENDING					M/A-Com, Inc.
RU	Misc Design-BEON	PENDING					M/A-Com, Inc.
RU	BEON & Design	PENDING					M/A-Com, Inc.
IN	Misc Design-BEON	PENDING					M/A-Com, Inc.
IN	BEON & Design	PENDING					M/A-Com, Inc.
SE	Misc Design-BEON	PENDING					M/A-Com, Inc.
SE	BEON & Design	PENDING					M/A-Com, Inc.
US	Misc Design-BEON	PENDING	777728,062	04-May-09			M/A-Com, Inc.
US	BEON & Design	PENDING	777728,065	04-May-09			M/A-Com, Inc.