

P. #



To the Honorable Com 101351634

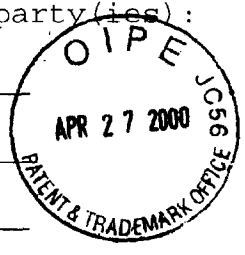
Trademarks:

Please record the attached original document or copy thereof. 4-2700

Name of conveying party(ies):  
Microwave Data Systems, Inc.

Name and address of receiving party(ies):

California Microwave, Inc.  
985 Almanor Avenue  
City Sunnyvale  
State California Zip Code 94086



Individual(s)  
General Partnership  
 Corporation-State New York  
Association  
Limited Partnership  
Other

Individual(s) - Citizenship  
Association  
General Partnership  
Limited Partnership

Additional name(s) of conveying parties attached?  
 Yes  No

Corporation-State Delaware  
Other

Nature of conveyance:

Assignment  Merger  
Security Agreement  
Other

If assignee is not domiciled in the United states, a domestic representative designation is attached:  
 Yes  No

(Designation must be a separate document from Assignment)  
Additional names(s) & address(es) attached?  
 Yes  No

Execution Date: November 13, 1990

Total number of applications and registrations involved: 1

- A. Trademark Application No.(s)
- B. Trademark registration No.(s)  
U.S. Trademark Registration No. 1,824,923

95/09/2000 JSHABAZZ 00000013 1824923  
01 FC:481 40.00 DP

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

Name: L. Lawton Rogers, III

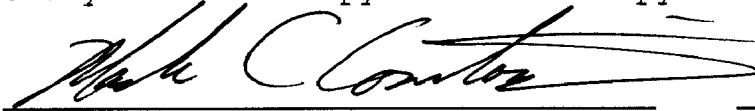
Address: ROGERS & KILLEEN  
510 King Street  
Suite 400  
Alexandria, VA 22314

The Commissioner is hereby authorized to charge payment of any additional fees associated with this communication or credit any overpayment to Deposit Account No. 18-1835. A duplicate of this sheet is enclosed.

Total fee (37 C.F.R. 3.41): \$ 40.00  
X Enclosed

Authorized to be charged to deposit account

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.



Signature

27 APR 00

Date

State of Delaware  
Office of the Secretary of State

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PAGE 1



I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AGREEMENT OF MERGER, WHICH MERGES:  
"MICROWAVE DATA SYSTEMS, INC.", A NEW YORK CORPORATION,  
WITH AND INTO "CALIFORNIA MICROWAVE, INC." UNDER THE NAME OF "CALIFORNIA MICROWAVE, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE THIRTEENTH DAY OF NOVEMBER, A.D. 1990, AT 11:55 O'CLOCK A.M.



Edward J. Freel, Secretary of State

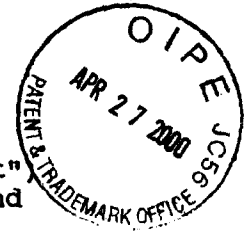
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AUTHENTICATION: 9681976

DATE: 04-12-99

TRADEMARK  
REEL: 002068 FRAME: 0568



AGREEMENT OF MERGER

THIS AGREEMENT OF MERGER ("Merger Agreement") made and entered into as of November 13, 1990 by and between Microwave Data Systems, Inc., a New York corporation ("MDS") and California Microwave, Inc., a Delaware corporation ("CMI").

WITNESSETH

WHEREAS, CMI is a corporation duly organized and existing under the laws of the State of Delaware, with authority to issue Thirty Million (30,000,000) shares of common stock, par value ten cents (\$.10) per share, consisting of: (i) Twenty-Nine Million Two Hundred Thousand (29,200,000) shares designated "Common Stock", each with one vote per share (herein "CMI Common Stock"), of which Eight Million One Hundred Eighty-Eight Thousand One Hundred Ninety-Two (8,188,192) shares of CMI Common Stock were issued and outstanding as of September 21, 1990; and (ii) Eight Hundred Thousand (800,000) shares designated "Series A Junior Common Stock", each with one-twentieth (1/20) of one vote per share, none of which shares are issued and outstanding;

WHEREAS, MDS is a corporation duly organized and existing under the laws of the State of New York, with authority to issue Two Million (2,000,000) shares of voting common stock, par value one cent (\$.01) per share (the "MDS Common Stock"), of which One Million Eight Hundred Seventy (1,870,000) shares are issued and outstanding.

WHEREAS, the respective Boards of Directors of MDS and CMI have determined that it is advisable and to the advantage of such corporations and their stockholders that MDS merge with and into CMI upon the terms and conditions herein provided; and

WHEREAS, the respective Boards of Directors of MDS and CMI and the stockholders of MDS have approved this Merger Agreement.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, MDS and CMI hereby agree as follows:

1. Merger. MDS shall be merged with and into CMI on the terms and conditions hereinafter expressed. At the Effective Time (as defined hereinafter), the separate existence of MDS shall cease and CMI shall be the surviving entity (the "Surviving Entity"). The Merger shall be effective (the "Effective Time") upon the filing of this Merger Agreement with the Delaware Secretary of State and upon the filing of a Certificate of Merger with the New York Department of State.

2. Directors and Officers and Governing Documents. The Certificate of Incorporation of CMI, as in effect on the Effective Time, shall continue to be the Certificate of Incorporation of the Surviving Entity as the surviving corporation without change or amendment. The Bylaws of CMI, as amended and in effect on the Effective Time, shall continue to be the Bylaws of the Surviving Entity as the surviving corporation without change or amendment. The directors and officers of the Surviving Entity shall be the same upon the Effective Time as they are immediately prior thereto until their successors have been duly appointed or elected in accordance with the Certificate of Incorporation and Bylaws of the Surviving Entity.

3. Succession. At the Effective Time, the Surviving Entity shall succeed to MDS in the manner of and as more fully set forth in Section 259 of the General Corporation Law of the State of Delaware. All corporate acts, plans, policies, agreements, arrangements, approvals and authorizations of MDS, its shareholders, Board of Directors and committees thereof, officers and agents which were valid and effective immediately prior to the Effective Time, shall be taken for all purposes as the acts, plans, policies, agreements, arrangements, approvals and authorizations of the Surviving Entity and shall be as effective and binding thereon as the same were with respect to MDS.

4. Further Assurances. From time to time, as and when required by the Surviving Entity or by its successors and assigns, there shall be executed and delivered on behalf of MDS such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other action, as shall be appropriate or necessary in order to vest, perfect or confirm, of record or otherwise, in the Surviving Entity the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises

and authority of MDS, and otherwise to carry out the purposes of this Merger Agreement, and the officers and directors of the Surviving Entity are fully authorized in the name and on behalf of MDS or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

5. Conversion of Shares and Options.

a. At the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof, (i) each share of MDS Common Stock owned by CMI shall be cancelled, and (ii) each share of MDS Common Stock outstanding immediately prior to the Effective Time (excluding shares of MDS Common Stock owned by CMI), shall be converted into and evidence the right to receive either \$4.733065 in cash or 0.57523883 shares of CMI Common Stock, at the election of each MDS Stockholder (other than CMI). Each such MDS Stockholder shall also have the right to elect to receive all or part of the cash consideration to be received by such stockholder in the form of a promissory note of CMI, which shall bear simple interest at the rate of 9% per annum and shall be due on February 8, 1991.

b. At the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof, each option to acquire shares of MDS Common Stock outstanding immediately prior to the Effective Time shall be converted into an option to acquire the number of shares of CMI common stock determined by multiplying the number of shares of MDS Common Stock for which the option was exercisable immediately prior to the Effective Time by 0.57523883; provided that, the exercise price per share for such option shall equal the price per share for which such option was exercisable immediately prior to the Effective Time divided by 0.57523883. The vesting provisions that applied to such options to acquire MDS common stock immediately prior to the Effective Time shall continue to apply to the options to acquire CMI common stock into which such MDS options shall have been converted.

c. Fractional shares of CMI common stock will not be issued. Any fractional shares shall be rounded off to the nearest whole share.

6. Stock Certificates.

a. At or as soon as practicable after the Effective Time, each holder of record of a certificate or certificates that immediately prior to the Effective Time

represented shares of MDS Common Stock, shall surrender of such certificates to CMI. All shareholders other than CMI will receive in exchange for such surrender the consideration set forth in Section 5 above. Lost certificates shall be treated in accordance with the existing procedures of CMI.

b. After the Effective Time, there shall be no transfers on the stock transfer books of the Surviving Entity of shares of MDS capital stock which were outstanding prior to the Effective Time. If, after the Effective Time, certificates representing such shares are presented for transfer to the Surviving Entity, they shall be cancelled and exchanged for the consideration set forth in Section 5 above.

7. Condition to Closing. It shall be a condition precedent to CMI's obligation to consummate the Merger that each MDS Stockholder (other than CMI) shall have elected to convert (by virtue of the Merger) at least thirty percent (30%) of the shares of MDS Common Stock owned by such MDS Stockholder into shares of CMI Common Stock.

8. Counterparts. In order to facilitate the filing and recording of this Merger Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original and the same agreement.

IN WITNESS WHEREOF, this Merger Agreement, having first been duly approved by resolutions of the Board of Directors of MDS and CMI and by the approval of the shareholders of MDS is hereby executed on behalf of each of said two corporations by their respective officers thereunto duly authorized.

MICROWAVE DATA SYSTEMS, INC.,  
A New York corporation

By Paul H. Jacobs, President

ATTEST:

Nancy Jacobs, Secretary

CALIFORNIA MICROWAVE, INC.,  
A Delaware corporation

By Gilbert F. Johnson, President

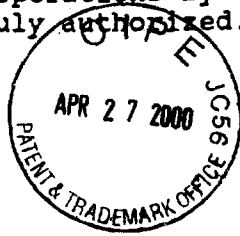
ATTEST:

George L. Spillane, Secretary

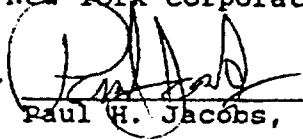
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IN WITNESS WHEREOF, this Merger Agreement, having first been duly approved by resolutions of the Board of Directors of MDS and CMI and by the approval of the shareholders of MDS is hereby executed on behalf of each of said two corporations by their respective officers thereunto duly authorized.



MICROWAVE DATA SYSTEMS, INC.,  
A New York corporation

By   
Paul H. Jacobs, President

ATTEST:

  
Nancy Jacobs, Secretary

CALIFORNIA MICROWAVE, INC.,  
A Delaware corporation

By \_\_\_\_\_  
Gilbert F. Johnson,  
President

ATTEST:

\_\_\_\_\_  
George L. Spillane, Secretary

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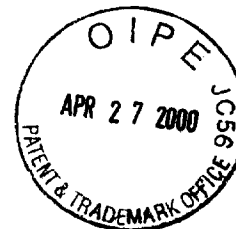
CERTIFICATE OF THE SECRETARY  
OF  
CALIFORNIA MICROWAVE, INC.

I, George L. Spillane, Secretary of California Microwave, Inc. ("CMI") do hereby certify, as such Secretary, in accordance with the General Corporation Law of the State of Delaware, that the Merger Agreement to which this Certificate is attached was duly approved, adopted and executed by Microwave Data Systems, Inc., a New York corporation pursuant to Section 252 of the General Corporation Law of Delaware ("GCL") and by CMI pursuant to Sections 252(e) and 251(f) of the GCL, that the Merger Agreement was adopted by action of the board of directors of CMI without any vote of the stockholders of CMI and that, as of the date of this certificate, the outstanding shares of CMI were such as to render Sections 252(e) and 251(f) of the GCL applicable.

IN WITNESS WHEREOF, the undersigned has executed this certificate as of November 13, 1990.

  
George L. Spillane,  
Secretary

CERTIFICATE OF THE SECRETARY  
OF  
MICROWAVE DATA SYSTEMS, INC.



I, Nancy Jacobs, Secretary of MDS, Inc. ("MDS") do hereby certify, as such Secretary, in accordance with the General Corporation Law of the State of Delaware, that the Merger Agreement to which this Certificate is attached, after having been first duly approved, adopted and executed by MDS and California Microwave, Inc., a Delaware corporation, was duly submitted to the stockholders of MDS and duly approved and adopted by the unanimous written consent of all such MDS stockholders, and that thereby said Merger Agreement was duly adopted as the act of the stockholders of MDS and as the agreement and act of MDS.

IN WITNESS WHEREOF, the undersigned has executed this certificate as of November 13, 1990.

  
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Nancy Jacobs, Secretary