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ONLY

Docket No.:

6985-101XX

Tab settings

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

1. Name of conveying party(ies):

EIP MICROWAVE, INC.

Name and address of receiving party(ies):

Name: Phase Matrix, Inc.

07-05-2000

U.S. Patent & TMO/TM Mail Rpt Dt. #31

Internal Address:

- Individual(s)
- General Partnership
- Corporation-State Delaware
- Other

- Association
- Limited Partnership

Additional names(s) of conveying party(ies) Yes No

Street Address: 109 Bonaventura Drive
City: San Jose State: CA ZIP: 95134

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

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Asset Purchase Agreement (Redacted version)
- Merger
- Change of Name

Execution Date: April 27, 1999/April 19, 1999

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,138,259

Additional numbers Yes No

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

Name: Billy A. Robbins, Esq.

Internal Address: FULBRIGHT & JAWORSKI L.L.P.

Street Address: 865 South Figueroa Street

29th Floor

City: Los Angeles State: CA ZIP: 90017

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:

50-0337

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.

Billy A. Robbins, Esq.

Name of Person Signing

Billy A Robbins
Signature

6-30-00
Date

Total number of pages including cover sheet, attachments, and

7

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement ("Agreement") is entered into by and among EIP MICROWAVE, INC., a Delaware corporation ("Seller"), and PHASE MATRIX, INC. a California corporation ("Purchaser"). The Agreement is effective April 27, 1999.

WHEREAS, the Seller is engaged in the business of the design, manufacturing, and sale of certain microwave measurement and test devices (known as the "Hercules," "Medea," "Legacy," and the "Orion" products) and is the owner of assets including, but not limited to equipment, inventories, intellectual property, contract rights, leasehold interests, and miscellaneous assets used in connection with the operation of its business;

WHEREAS, the Seller principally conducts its business at 109 Bonaventura Dr., San Jose, California ("Business Premises"); and

WHEREAS, the Purchaser desires to purchase, and the Seller desires to sell, substantially all of the assets used or useful, or intended to be used, in the operation of the Seller's business (other than cash and accounts),

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

Section 1. Assets Purchased.

The Seller agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Seller, on the terms and conditions set forth in this Agreement, the assets set forth on Exhibit A hereto ("Assets").

Section 2. Excluded Assets. Excluded from this sale and purchase are the Seller's accounts receivable, cash, notes receivable, prepaid accounts, the corporate seals, minute books, stock transfer books, general ledger and other accounting records (except as otherwise provided herein), other records related exclusively to the organization, existence or share capitalization of the Seller, and any other assets of the business not specified in Exhibit A hereto, together with the Seller's rights under each contract between the Seller and any third party and from which consent to assignment to the Purchaser is required, but has not been obtained on the date that the purchase transaction closes (the "Closing Date").

Section 3. Liabilities Assumed.

3.1 At the closing of the purchase transaction ("Closing"), the Purchaser agrees to assume and pay, discharge or perform, as appropriate, only the liabilities and obligations of the Seller specifically itemized on Exhibit B hereto ("Assumed Liabilities").

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business.

15.5 Title to Assets. Except for the security interest in favor of Fremont on the Assets described in Exhibit A and any equipment or property subject to leases described in Exhibit B, the Seller holds good and marketable title to the Assets, free and clear of restrictions on or conditions to transfer or assignment, and free and clear of liens, pledges, charges, or encumbrances.

15.6 Intellectual Property Rights. Except, in each case, as set forth in Schedule 15.6 to Exhibit A,--

15.6.1 The Seller owns, possesses, or has the right to use all intellectual property rights necessary or required to conduct its business as presently conducted, or otherwise used by the Seller;

15.6.2 The Seller does not owe any royalties to other persons by reason of the ownership or the use of the any intellectual property owned or used by the Seller;

15.6.3 (i) To the best knowledge of the Seller, no product or service related to the Seller's business and marketed and sold by the Seller violates any license or infringes upon any intellectual property rights of others, (ii) the Seller has not received any notice that any such product or service conflicts with any intellectual property rights of others, and (iii) to the best knowledge of the Seller, there is no reasonable basis to believe that any such violation, infringement or conflict may exist;

15.6.4 The Seller is not a party to, or subject to, any contract which currently requires, or upon the passage of time or occurrence of an event or contingency (whether of default or otherwise) will require, the conveyance or disclosure of secret processes or formulae related to, any intellectual property of the Seller;

15.6.5 All computer hardware and software included among the Assets and currently used and/or necessary to the conduct of the Seller's business, are in good working order; and

15.6.6 The Seller has obtained and delivered to the Purchaser all consents and approvals of third parties necessary to duly transfer to the Purchaser all of the Seller's rights, title and interest in and to all of its intellectual property included among the Assets.

15.7 Labor Agreements and Disputes. The Seller is neither a party to, nor otherwise subject to any collective bargaining or other agreement governing the wages, hours, and terms of employment of the Seller's employees. The Seller is not aware of any labor dispute or labor trouble involving employees of the Seller, nor has there been any such dispute or trouble during the two years preceding the date of this Agreement.

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the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this Agreement.

25.14 Agreement Binding. This Agreement will be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

25.15 Further Action. The parties hereto will execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this Agreement.

25.16 Good Faith, Cooperation and Due Diligence. The parties hereto covenant, warrant and represent to each other good faith, complete cooperation, due diligence and honesty in fact in the performance of all obligations of the parties pursuant to this Agreement. All promises and covenants are mutual and dependent.

25.17 Counterparts. This Agreement may be executed in several counterparts and all so executed will constitute one Agreement, binding on all the parties hereto even though all the parties are not signatories to the original or the same counterpart.

25.18 Parties in Interest. Nothing herein will be construed to be to the benefit of any third party, nor is it intended that any provision will be for the benefit of any third party.

25.19 Savings Clause. If any provision of this Agreement, or the application of such provision to any person or circumstance, will be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, will not be affected thereby.

25.20 Separate Counsel. The parties acknowledge that each of the Seller and the Purchaser has been represented in this transaction by its own counsel.


Date: April 19, 1999

PURCHASER
PHASE MATRIX, INC.

By 
Panagiotis P. Pragastis, President

Date: April 27, 1999

SELLER
EIP MICROWAVE, INC.

By 
Signature

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J. BLAYFORD BISHOP

Printed Name and title

CHAIRMAN

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EXHIBIT A

Attachment 1 to Schedule 11.2.1
"Assets"

Tangible

1. All EIP Microwave, Inc. ("EIP"), owned fixed assets including but not limited to the attached list, (Per fixed assets listing of 3/22/99). Estimated EIP Value: \$539,065.00
2. Raw Material, work in process and finished goods inventory including but not limited to the attached list, (February 1999) totaling \$939,251.34, \$135,754.58(Hercules Inventory Analysis 3/29/99) of which is "Hercules" Inventory and the remaining \$803,551.34 is considered "Legacy" product inventory.
3. All fabrication, assembly, and integration drawings (including computer files, software and electronic data-bases, history records) required for procurement of parts, scheduling/planning of production, accounting, producing and record keeping of the "Hercules" (HP 5315XA) and "Medea" (HP 534XA) product lines. Except those items specifically excluded in schedule 15.6 of Exhibit A.
4. All history files and/or records (in all media) relating to the design, engineering corrections marketing and product releases of the "Hercules" (HP 5315XA) and "Medea" (HP 534XA) product lines.
5. All files and/or records (in all media) relating to the safety and reliability testing (HP Group "B1" tests) of the "Hercules" (HP 5315XA) and "Medea" (HP 534XA) product lines.
6. All fabrication fixtures at EIP or outside vendors required to design, produce, assemble and test the "Hercules" (HP 5315XA) and "Medea" (HP 534XA) product lines, including, but not limited to molds, artworks and silkscreens.
7. All inventory and supplies relating to the research and development, production, shipment, and marketing of the "Hercules" (HP 5315XA) and "Medea" (HP 534XA) product lines, including that which is required for testing, fixturing, floor stock and customer servicing. This includes but is not limited to inventory and supplies at (i) EIP's business location (the "Business Premises"), (ii) contract manufacturers, or (iii) other physical locations.
8. All fabrication, assembly, and integration drawings (including computer files, software and electronic data-bases, history records) required for procurement of parts, scheduling/planning of production, accounting, producing and record keeping of the "Legacy" products. "Legacy" products as used within the context of this contract include any/all products previously produced by EIP Microwave Inc., excluding the "Hercules" (HP 5315XA), "Medea" (HP 534XA) and "Orion" products.

Exhibit 1

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Apr 30 '99 14:41

FIBRES INTERNATIONAL Fax: 503-620-9462

TRADEMARK
REEL: 002119 FRAME: 0241

Intangible

1. All EIP intellectual property rights relating to the "Hercules (HP 5315XA), "Medea" (HP 534XA) and "Orion" product lines, including patents, copyrights, trademarks, trade secrets, and that which may be considered company proprietary production techniques.
2. All EIP intellectual property rights relating to the "Legacy" product lines, including patents, copyrights, trademarks, trade secrets, and that which may be considered company proprietary production techniques.
Except those items specifically manufactured for ManTech Systems (Synthesizer and Down-Converter Specials) which rights are owned by ManTech under their default declaration.
3. All of the EIP rights covered under the HP/EIP OEM Agreement, dated May 28, 1997, as amended (the "HP OEM Agreement"), including present products in production as well as any future product plans, whether or not expressly covered or implied in the HP OEM Agreement.
4. All software (in all media) including; Embedded HP 5315XA code, FPGA programming software and code, EPLD software and code, PROM software and code, CNC fabrication files, PCB and substrate fabrication files, Maxcim MRP software and files, CAD software and files, assembly test software/files, final test software/files, production control software and files and record keeping software and files that can be utilized in the orderly design, procurement, planning, fabrication, assembly, testing, shipping and maintenance of the "Hercules" (HP 5315XA) "Medea" (HP 534XA) and "Legacy" product lines. Except those items specifically excluded in schedule 15.6 of Exhibit A.