

09-25-2002

9/25/02

Form PTO-1595
(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)



102232864

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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):

Gabriel Electronics, Incorporated
16 Menson Libby Road
Scarborough, ME 04074Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: _____

2. Name and address of receiving party(ies)

Name: Key Corporate Capital

Internal Address: _____

Street Address: One Canal PlazaCity: Portland State: ME Zip: 04101-4035Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s) 09/765,979;
09/765,946; 29/138,686B. Patent No.(s) 5,959,590; 5,973,652;
5,867,132Additional numbers attached? ☒ Yes ☐ No

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

Name: Michael E. HighInternal Address: Drummond Woodsum &MacMahonStreet Address: 245 Commercial StreetP.O. Box 9781City: Portland State: ME Zip: 04104-50816. Total number of applications and patents involved: 2217. Total fee (37 CFR 3.41).....\$ 880.00☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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.

Edward J. Kelleher

Name of Person Signing

Signature

9/24/02

Date

Total number of pages including cover sheet, attachments, and documents: 1Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

09/25/2002 TDI/21 00000125 09765979

01 FC:581

880.00 DP

PATENT
REEL: 013305 FRAME: 0639

RECORDATION FORM COVER SHEET
PATENTS ONLY

ATTACHMENT

Conveying Party: Gabriel Electronics, Incorporated
Receiving Party: Key Corporate Capital

4.A. (continued)

Conveying Party
Patent Application Numbers(s)

29/145,182
29/145,183
29/138,613
29/138,611
29/138,610
29/138,612
29/138,614
29/141,805
29/141,786
29/141,804
29/141,785
09/694,541

4.B. (continued)

Receiving Party
Patent Number(s)

6,262,691
D443,873
5,943,023
6,043,787

INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT dated as of _____, 2001, by and between GABRIEL ELECTRONICS, INCORPORATED, a Maine corporation (the "Debtor"), and KEY CORPORATE CAPITAL INC., a Michigan corporation with a place of business at One Canal Plaza, Portland, Maine 04101-4035 (the "Secured Party").

RECITALS:

1. The Debtor and Secured Party entered into that certain Loan and Security Agreement, dated as of December 28, 2000 amending and restating the Revolving Finance Agreement (Asset Based) originally dated May 12, 1993, as previously amended from time to time (as so amended or restated, the "Credit Agreement").

2. It is the intention of the parties hereto that this Agreement create a first priority security interest in certain property of the Debtor securing the payment of the obligations set forth in Section 1.2 hereof.

3. It was and is a condition precedent to the obligation of the Secured Party to make the Loans and amend and restate the Credit Agreement that the Debtor shall execute and deliver to the Secured Party this Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to induce Secured Party to, among other things, make the Loans under the Credit Agreement, the Debtor hereby agrees with the Secured Party as hereinafter set forth.

ARTICLE 1

Grant of Security Interest

Section 1.1 Assignment and Grant of Security Interest. The Debtor hereby assigns to, and pledges and grants to the Secured Party a security interest in, and first lien on the entire right, title and interest of the Debtor in and to the Collateral.

Section 1.2 Security for Obligations. This Agreement creates an enforceable security interest in the Collateral, securing the payment and performance of any and all obligations now existing or hereafter arising of the Debtor to Secured Party, including, without limitation, all obligations of Debtor arising under the Credit Agreement and the other Loan Documents, including further any extensions, modifications, substitutions, amendments and renewals thereof and all other Obligations, as defined in the Credit Agreement (whether for principal, interest, fees, expenses, indemnification or otherwise) (all such obligations of the Debtor being the "Obligations"). Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by the Debtor to the Secured Party under any Loan Document, but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding under any debtor relief law involving the Debtor (including all such amounts which would become due or would be secured but for the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding of the Debtor, any other Obligor or any other Person under any debtor relief law).

Section 1.3 Validity and Priority of Security Interest. The Debtor agrees that the Security Interest shall at all times be valid, perfected, continuing and binding and enforceable against the Debtor and all other Persons, in accordance with the terms hereof, as security for the Obligations, and that the Collateral shall not at any time be subject to any other Lien.

Section 1.4 Maintenance of Status of Security Interest, Collateral and Rights.

(a) Required Action. The Debtor shall take all action that may be necessary and that the Secured Party may reasonably request, so as at all times (i) to maintain the validity, perfection, enforceability and priority of the Security Interest in the Collateral in conformity with the requirements of Section 1.3, and (ii) to protect and preserve, and to enable the exercise or enforcement of the rights of the Secured Party hereunder, including (A) immediately discharging all Liens, except Permitted Encumbrances, and (B) executing and delivering financing or continuation statements, instruments of pledge, notices and instructions, in each case in form and substance reasonably satisfactory to the Secured Party.

(b) Protection of Collateral. Except as permitted under the Credit Agreement, the Debtor shall protect, preserve, renew and maintain, in each case in a manner consistent with reasonably responsible business and legal practices, all rights of the Debtor in the Collateral, including (i) prosecuting such suits, proceedings or other actions for infringement, unfair competition, dilution or other damage as the Secured Party in its reasonable business judgment deems appropriate under the circumstances or (ii) appearing in and defending any action or proceeding that may materially adversely affect the Debtor's

title to or the Secured Party's security interest in all or any part of the Collateral, when such action is in the Secured Party's reasonable business judgment necessary to protect the Debtor's Collateral. Any expenses incurred by the Debtor in protecting, preserving, renewing and maintaining the Collateral shall be borne by the Debtor. To the maximum extent permitted by applicable law, during the continuance of an Event of Default, the Secured Party shall have the right, without taking title to any Collateral, to bring suit to enforce any or all Collateral or its Security Interest in any or all of the Collateral, in which event the Debtor shall, at the reasonable request of the Secured Party, do any and all lawful acts and execute any and all proper documents reasonably required by the Secured Party in aid of such enforcement. All reasonable costs, reasonable expenses and other moneys reasonably advanced by the Secured Party in connection with the foregoing shall, whether or not there are then outstanding any amounts under the Credit Agreement, be treated as Obligations, but the making of any advances by the Secured Party or any other Secured Party shall not relieve the Debtor of any default hereunder.

(c) Authorized Action. The Secured Party is hereby authorized to file one or more continuation statements, and during the continuance of an Event of Default, financing statements, amendments thereto and instruments of pledge, notices and instructions without the signature of or in the name of the Debtor when permitted by applicable law. A carbon, photographic or other reproduction of this Agreement or of any financing statement filed in connection with this Agreement shall be sufficient as a financing statement where permitted by applicable law.

(d) Registrations. The Debtor shall renew or maintain, as specified in and permitted by any applicable law, and shall make any filings necessary to renew or maintain the Registrations referred to in Section 2.4.

Section 1.5 Debtor Remains Obligated; the Secured Party Not Obligated. The grant by the Debtor to the Secured Party of the Security Interest shall not relieve the Debtor from the performance of any term, covenant, condition or agreement on its part to be performed or observed (including by virtue of the exercise by the Secured Party of any of its rights hereunder), or from any liability to any Person, under or in respect of any of the Collateral or impose any obligation on the Secured Party or impose any liability on the Secured Party for any act or omission on the part of the Debtor relative thereto.

Section 1.6 Reinstatement. The Debtor agrees that, to the extent permitted by applicable law, if at any time all or any part of any payment theretofore applied by the Secured Party to any of the Obligations is or must be rescinded or returned by any Person for any reason whatsoever (including the insolvency, bankruptcy or reorganization of the Debtor

or any other Person), such Obligations shall, for the purposes of this Agreement, to the extent that such payment is or must be rescinded or returned, be deemed to have continued in existence, notwithstanding such application by the Secured Party, and the Security Interest granted hereunder shall continue to be effective or be reinstated, as the case may be, as to such Obligations, all as though such application by the Secured Party had not been made.

ARTICLE 2

Representations and Warranties

The Debtor represents and warrants as follows:

Section 2.1 Authorization; Enforceability; Required Consents; Absence of Conflicts.

The Debtor has the legal power, and has taken all necessary legal action to authorize it to execute, deliver and perform in accordance with its terms this Agreement, and to execute and deliver all financing statements and other filings contemplated hereby, including those supplementary or additional filings referred to in Section 3.4. This Agreement has been duly executed and delivered by the Debtor and is the legal, valid and binding obligation of the Debtor, enforceable in accordance with its terms subject to (i) equitable principles generally and (ii) the debtor relief laws (insofar as such laws relate to the bankruptcy, insolvency or similar event of the Debtor). The execution, delivery and performance in accordance with its terms by the Debtor of this Agreement does not and (absent any change in any law) will not (a) except for filings in the State of Maine and Texas, the timely filing of this Agreement or a summary hereof with appropriate forms with the United States Patent and Trademark Office and acceptance thereof to the extent permitted by applicable law and those supplementary or additional filings referred to in Section 3.4, require any consent or approval, including any consent or approval of any shareholder or partner of or other holder of an equity interest in the Debtor, (b) violate or conflict with its organizational documents, or (c) violate or conflict with, result in a breach of, constitute a default under, or result in or require the creation of any Lien (other than the Security Interest) upon any assets of the Debtor under any contract or agreement or applicable laws.

Section 2.2 Rights of the Debtor. The Debtor is the legal and beneficial owner of the Collateral, free and clear of any Lien, except for the Security Interest and those liens and encumbrances identified in the disclosure schedules to the Credit Agreement. No effective financing statement or other instrument similar in effect naming the Debtor as "debtor" covering all or any part of the Collateral is on file in any recording office, except such as (a) may have been filed in favor of the Secured Party, and (b) may be filed in respect of Permitted Encumbrances.

Section 2.3 Perfection. This Agreement, together with the filings referred to in Section 2.1(a) above, will create in favor of the Secured Party valid and perfected first priority security interests in the Collateral and such security interests will be a first priority security interest on existing Registrations; provided that additional actions may be required with respect to the perfection of proceeds of the Collateral held on the date hereof.

Section 2.4 Registrations. Exhibit A sets forth a true and complete list of all Registrations in the United States Patent and Trademark Office and related state filings owned by the Debtor as of the date hereof.

Section 2.5 Other Property. On the date hereof, the Debtor has no interest in any Copyright that is material to the operation of the Debtor's existing and anticipated business and that are registered or subject to any application for registration, and the Debtor does not believe, after appropriate review of all relevant facts and circumstances, that any registration or filing with respect to any interest the Debtor may have in any property which may constitute Copyrights is material to the operation of the Debtor's existing and anticipated business.

ARTICLE 3

Covenants

Section 3.1 Chief Executive Office. The Debtor shall maintain its chief executive office and the office where the books and records relating to the Collateral are kept only at the location specified on page 1 of this Agreement. The Debtor will not change the jurisdiction of its organization or its legal name without notice to and the consent of Secured Party.

Section 3.2 Preservation of Existence and Preservation of Enforceability. The Debtor shall, so long as any of the Obligations remain outstanding, take all reasonable action and obtain all necessary authorizations reasonably required so that its obligations under this Agreement will at all times be legal, valid and binding and enforceable in accordance with its terms, subject to (i) equitable principles generally and (ii) any debtor relief laws (insofar as such laws relate to the bankruptcy, insolvency or similar event of the Debtor).

Section 3.3 No Disposition of Collateral. Except to the extent permitted by the Credit Agreement, the Debtor shall not sell, transfer or otherwise dispose of any of the Collateral or any interest therein, or grant any license thereunder.

Section 3.4 Additional Property. If after the date hereof, the Debtor uses or acquires any interest in any Registration which is within the definition of "Collateral," or in any modification, reformulation or other alteration to any Registration, the Debtor shall execute and deliver to the Secured Party all documents and instruments the Secured Party may reasonably require to grant to the Secured Party a perfected first priority lien therein and to subject all of such interest to this Agreement, including, but not limited to, any new, supplementary or additional filings.

ARTICLE 4

Event of Default

Upon the occurrence and during the continuance of an Event of Default:

Section 4.1 Application of Proceeds. All cash proceeds received by the Secured Party upon any sale of, collection of, or other realization upon, all or any part of the Collateral shall be applied in the manner set forth in the Credit Agreement.

Section 4.2 Remedies.

(a) If an Event of Default has occurred and is continuing, the Secured Party may exercise in respect of the Collateral, in addition to other rights and remedies provided for herein or in the other Loan Documents or otherwise available to it, all the rights and remedies of a secured party following default under the Uniform Commercial Code in effect in the State of Maine at that time (the "UCC") (whether or not the Uniform Commercial Code applies to the affected Collateral).

(b) If an Event of Default has occurred and is continuing, the Secured Party may obtain the appointment of a receiver of the Collateral.

(c) If an Event of Default has occurred and is continuing, the Secured Party may without notice to the Debtor and at such time or times as the Secured Party in its reasonable discretion may determine, exercise any or all of the Debtor's rights in, to and under, or in any way connected with or related to, any or all of the Collateral in accordance with Section 6.4, including (i) enforcing the performance of, and exercising any or all of the Debtor's rights with respect to the Collateral, in each case by legal proceedings or otherwise and (ii) settling, adjusting, compromising, extending, renewing, discharging and releasing any or all of, and any legal proceedings brought with respect to any or all of, the Debtor's rights with respect to the Collateral.

(d) If an Event of Default has occurred and is continuing, the Secured Party may exercise any other right or remedy available under any other Loan Document or applicable laws.

(e) Upon written demand of the Secured Party, after an Event of Default has occurred and is continuing, the Debtor shall execute and deliver to the Secured Party an assignment or assignments of the Collateral and such other documents as are reasonably necessary to carry out the intent and purposes of this Agreement. The Debtor agrees that such an assignment and/or recording shall be applied to reduce the Obligations outstanding only to the extent that the Secured Party receives cash proceeds in respect of the sale of, or realization upon, the Collateral.

(f) For the purpose of enabling the Secured Party to exercise rights and remedies under this Section 4.2 at such time as the Secured Party shall be lawfully entitled to exercise such rights and remedies, and for no other purpose, the Debtor hereby grants to the Secured Party, an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to the Debtor) to use, assign, license or sublicense any of the Collateral now owned or hereafter acquired by the Debtor, wherever the same may be located, including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer programs used for the compilation or printout thereof.

Section 4.3 Indemnity and Expenses.

(a) The Debtor agrees to indemnify (which shall be payable from time to time on demand) the Secured Party from and against any and all claims, losses and liabilities (including reasonable attorneys' fees) arising out of or resulting from this Agreement (including enforcement of this agreement, expressly including such claims, losses, or liabilities arising out of mere negligence of the secured party, except claims, losses or liabilities as finally judicially determined by a court of competent jurisdiction to have resulted solely from the Secured Party's gross negligence or willful misconduct, but excluding (i) any claim or liability that arises as a direct result of the operation of any collateral by the Secured Party after taking possession thereof by foreclosure or by transfer in lieu of foreclosure (provided that such claim or liability does not relate to any condition existing on or with respect to such collateral prior to foreclosure or transfer in lieu of foreclosure), (ii) matters raised exclusively by a participant against the Secured Party, and (iii) matters raised by one lender against a lender or by any shareholders of a lender against a lender or its management.

(b) The Debtor will upon demand pay to the Secured Party the amount of any and all reasonable out-of-pocket expenses, including the reasonable fees and disbursements of its counsel and of any experts and agents, which the Secured Party may incur in connection with (i) the administration of this Agreement, (ii) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, any of the Collateral, (iii) the exercise or enforcement of any of the rights of the Secured Party hereunder, or (iv) the failure by the Debtor to perform or observe any of the provisions hereof.

ARTICLE 5

Interpretation

Section 5.1 Definitional Provisions.

(a) Certain Terms Defined by Reference. Capitalized terms used herein without reference shall have the meanings assigned to them in the Loan Agreement.

(b) Other Defined Terms. For purposes of this Agreement:

"Agreement" means this Agreement, including all schedules, annexes and exhibits hereto.

"Collateral" means the Debtor's rights, title and interests, (whatever they may be) in each of the following, in each case whether now or hereafter existing or now owned or hereafter acquired by the Debtor and whether or not the same is subject to Article 9 of the UCC, and wherever the same may be located:

- (i) all of Debtor's Trademarks and Goodwill;
- (ii) all of Debtor's Patents;
- (iii) all registrations or letters patent issued or applied for (now or hereafter) with respect to the Trademarks and Patents and renewals thereof in the United States and any state thereof (the "Registrations");
- (iv) any renewal, reissue, re-examination certificate, extension or the like with respect to the Trademarks and Patents;

(v) all rights to use the Trademarks as trade names or assumed names in all aspects of its business;

(vi) all inventions, processes, production methods, proprietary information, know-how and trade secrets related to the Patents;

(vii) all licenses, sublicenses or user or other agreements granted in favor of or from the Debtor with respect to any of the foregoing to the extent assignable without violation thereof, together with any Goodwill connected with or symbolized by any such licenses and agreements and the right to prepare for sale and sell any and all inventory of the Debtor now or hereafter covered by such licenses and agreements;

(viii) all proceeds and products of the foregoing. The inclusion of "proceeds" of Collateral in the definition of "Collateral" shall not be deemed a consent by the Secured Party to any sale or other disposition of any Collateral not otherwise specifically permitted by the terms hereof or by the Credit Agreements.

"Copyright" means any copyright, copyright registration and applications for such registration, all subject matter related to such copyrights, in any and all forms, and all copyrights and applications for registration of copyrights related to such copyrights.

"Goodwill" means the goodwill of the businesses connected with the use of (or associated with) and symbolized by the Trademarks, but not any other goodwill.

"Governmental Approval" means any authorization, consent, approval, license or exemption of, registration or filing with, or report or notice to, any Tribunal.

"Information" means data, certificates, reports, statements (including financial statements), documents and other information in form (including electronic media) reasonably acceptable to the Secured Party.

"Patents" means all patents, all inventions and subject matter related to such patents, in any and all forms, and all patents and applications for patents related to such patents, including, but not limited to, the patents listed on Exhibit A attached hereto, all inventions and all subject matter related to such patents, in any and all forms, and all patents and applications for patents related to such patents, including those patents and applications listed on Exhibit A attached hereto, together with the reissues, divisions, continuations,

renewals, extensions and continuations-in-part thereof, all income, royalties, damages and payments now or hereafter due and payable under and with respect thereto, including, without limitation, damages for past or future infringements thereof and the right to sue for past, present and future infringements thereof.

"Security Interest" means the continuing security interest of the Secured Party in the Collateral intended to be effected by the terms of this Agreement or any financing and continuation statements or other filings contemplated hereby.

"Trademarks" means all trade names, trademarks, and service marks, in any and all forms, and all trade names, trademark and service mark registrations and applications for registration related to such trademarks, trade names and service marks, including, but not limited to, the registered trade names, trademarks, and service marks listed on Exhibit A attached hereto, and all applications for registration of trade names, trademarks, and service marks, including those applications listed on Exhibit A attached hereto, all common law rights to such trade names, trademarks and service marks, the right to recover for all past, present and future infringements thereof, and all other rights of any kind whatsoever accruing thereunder or pertaining thereto

"UCC" means Article 9 of the Uniform Commercial Code as in effect from time to time in the State of Maine

(c) Other Definition Provisions:

(i) Except as otherwise specified herein, all references herein (A) to any Person shall be deemed to include such Person's successors and assigns, (B) to any applicable law referred to herein shall be deemed references to such applicable law as the same may have been or may be amended or supplemented from time to time and (C) to this Agreement or other agreement defined or referred to herein shall be deemed a reference to this Agreement or other agreement as the terms thereof may have been or may be amended, supplemented, waived or otherwise modified from time to time.

(ii) Whenever the context so requires, the neuter gender includes the masculine or feminine, the masculine gender includes the feminine, and the singular number includes the plural, and vice versa.

(iii) Except as otherwise indicated, any reference herein to the "Collateral," the "Obligations" or any other collective or plural term shall be deemed

to be a reference to each and every item included within the category described by such collective or plural term, so that a reference to the "Collateral" or the "Obligations" shall be deemed a reference to any or all of the Collateral or the Obligations, as the case may be.

Section 5.2 Power of Attorney. Each power of attorney, license and other authorization in favor of the Secured Party or any other Person granted by or pursuant to this Agreement shall be deemed to be irrevocable and coupled with an interest.

ARTICLE 6

Miscellaneous

Section 6.1 Expenses of the Debtor's Agreements and Duties. The Secured Party shall not be liable for the costs and expenses of the Debtor arising out of the Debtor's performance or observance of the terms, conditions, covenants and agreements to be observed or performed by the Debtor under this Agreement.

Section 6.2 Secured Party's Right to Perform on the Debtor's Behalf. If the Debtor shall fail to observe or perform any of the terms, conditions, covenants and agreements to be observed or performed by it under this Agreement, the Secured Party may (but shall not be obligated to) do the same or cause it to be done or performed or observed, either in its name or in the name and on behalf of the Debtor, and in the event that the Debtor shall have failed to observe or perform any of the terms, conditions, covenants and agreements to be observed or performed by it under this Agreement, then the Debtor hereby authorizes the Secured Party to do so, and the Debtor hereby appoints the Secured Party, and any other Person the Secured Party may designate, as the Debtor's attorney-in-fact (exercisable during the continuance of an Event of Default) to do, or cause to be done, in the name, place and stead of the Debtor in any way in which the Debtor itself could do, or cause to be done, any or all things necessary to observe or perform the terms, conditions, covenants and agreements to be observed or performed by the Debtor under this Agreement. In addition, the Debtor hereby irrevocably appoints the Secured Party as the Debtor's attorney-in-fact (exercisable during the continuance of an Event of Default) to execute and deliver in the Debtor's name and stead to any purchaser at any sale held under Section 4.2 hereof any and all documents and instruments of assignment, transfer and conveyance necessary or appropriate to transfer to such purchaser the Collateral sold at such sale. This appointment as attorney-in-fact shall terminate upon the termination of this Agreement.

Section 6.3 Secured Party's Right to Use Agents. The Secured Party may exercise its rights under this Agreement through an agent or other designee.

Section 6.4 Limitation of the Secured Party's Obligations With Respect to Collateral.

(a) Except for (i) exercising reasonable care in respect of Collateral held by the Secured Party and (ii) accounting for moneys actually received by it hereunder, the Secured Party shall not have any duty or liability to protect or preserve any Collateral or to preserve rights pertaining thereto, except to the extent of any gross negligence or willful misconduct of the Secured Party.

(b) Nothing contained in this Agreement shall be construed as requiring or obligating the Secured Party, and the Secured Party shall not be required or obligated, to (i) present or file any claim or notice or take any action, with respect to any Collateral or in connection therewith or (ii) notify the Debtor of any decline in the value of any Collateral.

Section 6.5 Rights of the Secured Party under UCC and Applicable Law. The Secured Party shall have, with respect to the Collateral, in addition to all of their rights under this Agreement, (a) the rights of a secured party under the UCC, whether or not the UCC would otherwise apply to the collateral in question, and (b) the rights of a secured party under all other applicable laws.

Section 6.6 Waivers of Rights Inhibiting Enforcement. To the extent not prohibited by applicable law, the Debtor waives all rights of redemption, appraisal, or marshaling of assets.

Section 6.7 Notices and Deliveries. All notices and other communications provided for hereunder shall be delivered in the manner, to the persons and at the addresses required in the Credit Agreement.

Section 6.8 Rights and Remedies Cumulative. The Secured Party's rights and remedies under this Agreement shall be in addition to all of its other rights and remedies under this Agreement and applicable law, and nothing herein shall be construed as limiting any such rights or remedies.

Section 6.9 Amendments, Waivers.

(a) Any term, covenant, agreement or condition of this Agreement may be amended, and any right under this Agreement may be waived, if, but only if, such amendment or waiver is in writing and is signed by the Secured Party and, in the case of an amendment, by the Debtor. Unless otherwise specified in such waiver, a waiver of any right under this Agreement, shall be effective only in the specific instance and for the specific purpose for which given. No election not to exercise, failure to exercise or delay in exercising any right, nor any course of dealing or performance, shall operate as a waiver of any right of the Secured Party under this Agreement or applicable law, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right of the Secured Party under this Agreement or applicable law.

(b) This Agreement is in addition to and not in lieu of or substitution for (i) the Security Agreement dated as of December 28, 2000 between Debtor and Secured Party, or (ii) any other Security Agreements or other Loan Documents previously executed by Debtor (collectively, the documents referred to in clauses (i) and (ii) are hereinafter referred to as the "Prior Loan Documents"), and the Secured Party's rights and remedies under the Prior Loan Documents are in no way limited or qualified by the terms and provisions hereof, and the terms and provisions of each and every such Prior Loan Document remain in full force and effect and are hereby ratified and affirmed in all respects.

Section 6.10 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Maine (without reference to principles of conflicts of laws) and the United States of America, except to the extent that the validity or perfection of the security interest hereunder, or remedies hereunder, in respect of any particular collateral are required to be governed by the laws of a jurisdiction other than the State of Maine.

Section 6.11 Waiver of Jury Trial. THE SECURED PARTY AND THE DEBTOR HEREBY WAIVE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL RIGHT TO TRIAL BY JURY IN ANY JUDICIAL PROCEEDINGS INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER (WHETHER IN TORT, CONTRACT OR OTHERWISE) IN ANY WAY ARISING OUT OF OR RELATED TO, THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 6.12 Consent to Jurisdiction. Waiver of Immunities.

(a) The Debtor and the Secured Party each hereby irrevocably submits to the non-exclusive jurisdiction of any United States Federal or State courts sitting in Portland, Maine, in any action or proceeding arising out of or relating to this Agreement, and the Debtor and the Secured Party hereby irrevocably waive any objection it may now or hereafter have as to the venue of any such suit, action or proceeding brought in such court or that such court is an inconvenient forum.

(b) Nothing in this section shall limit the right of the Debtor or the Secured Party to bring any action or proceeding against any other party or its property in the courts of any other jurisdictions.

Section 6.13 Severability. Any provision of this Agreement which is for any reason prohibited or found or held invalid or unenforceable by any court or governmental agency shall be ineffective to the extent of such prohibition or invalidity or unenforceability, without invalidating the remaining provisions hereof in such jurisdiction or affecting the validity or enforceability of such provision in any other jurisdiction.

Section 6.14 Counterparts. This Agreement may be signed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts together shall constitute but one and the same instrument.

Section 6.15 Successors and Assigns. All of the provisions of this Agreement shall be binding and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

Section 6.16 Loan Documents. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof. This Agreement is in addition to and not in lieu of or substitution for the other loan and security agreements executed in connection with the Obligations (including the Prior Loan Documents), all of which remain in full force and effect.

Section 6.17 Obligations Not Affected. To the fullest extent permitted by applicable law, the Obligations of the Debtor under this Agreement shall remain in full force and effect without regard to, and shall not be impaired or affected by:

(a) any amendment or modification or addition or supplement to any Loan Documents or any instrument delivered in connection therewith or any assignment or transfer thereof;

(b) any exercise, non-exercise, or waiver by the Secured Party of any right, remedy, power or privilege under or in respect of, or any release of any guaranty or the Collateral or any part thereof provided pursuant to, this Agreement or any other Loan Documents;

(c) any waiver, consent, extension, indulgence or other action or inaction in respect of this Agreement, any other Loan Documents or any assignment or transfer of any thereof; or

(d) any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition, liquidation or the like of the Debtor or any other Person, whether or not the Debtor shall have notice or knowledge of any of the foregoing.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers all as of the date first above written.

DEBTOR:

GABRIEL ELECTRONICS,
INCORPORATED

By: Z / Bur

Its: CEO

SECURED PARTY:

KEY CORPORATE CAPITAL INC.

By: _____

Its: _____

#19844

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers all as of the date first above written.

DEBTOR:


GABRIEL ELECTRONICS,
INCORPORATED

By: _____

Its: _____

SECURED PARTY:

KEY CORPORATE CAPITAL INC.

By:  _____

Its: VICE PRES _____

#19844

EXHIBIT A

Existing GEI Trademarks

- 1) Word Mark: STEALTHWAVE
Serial Number: 75154647
Registration Number: 2232630
Registration Date: March 16, 1999
Owner: Gabriel Electronics Incorporated
- 2) Word Mark: SECTORWAVE
Serial Number: 75895887
Registration Number: PENDING
Registration Date: PENDING
Owner: Gabriel Electronics Incorporated
- 3) Word Mark: GABRIEL AND GABRIEL ELECTRONICS
Serial Number: 76154508, 507
Registration Number: PENDING
Registration Date: PENDING
Owner: Gabriel Electronics Incorporated
- 4) Word Mark: MBEAM
Serial Number: BEING FILED
Registration Number: PENDING
Registration Date: PENDING
Owner: Gabriel Electronics Incorporated
- 5) Word Mark: ANTENNAWIZ
Serial Number: BEING FILED
Registration Number: PENDING
Registration Date: PENDING
Owner: Gabriel Electronics Incorporated

Existing GEI Patents

- 1) 5,905,474 Feed spoiler for microwave antenna.
- 2) 5,534,880 Stacked biconical omnidirectional antenna.
- 3) 5,317,328 Horn reflector antenna with absorber lined conical feed.
- 4) 4,574,457 Method for forming a precision surface of large area.
- 5) Applied for: Economical adjustable mounting apparatus with no threaded adjustments
- 6) Applied for: Modular hub array
- 7) Applied for: Eplane waveguide power splitter

8) Applied for: Multi-Beam panel antenna design.

ASSIGNMENT

WHEREAS, Endwave Corporation (hereinafter "Assignor"), a Delaware corporation, having a place of business at 990 Almanor Avenue, Sunnyvale, California, 94085 is the owner of the entire right, title and interest in and to the inventions disclosed in the United States patent applications and United States patents on the schedule attached hereto and incorporated herein by reference as Exhibit A and in and to such patent applications and such patents;

WHEREAS, Gabriel Electronics, Incorporated (hereinafter "Assignee"), a Maine corporation, having a place of business at Libby Road, Scarborough, Maine 04074, is desirous of acquiring the entire right, title and interest in and to such inventions, patent applications and patents;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor has sold, assigned and transferred, and by these presents does hereby sell, assign and transfer to Assignee, its successors and assigns, the entire right, title and interest in and to such inventions, such patent applications and such patents and any patents, and any reissues and extensions thereof, which issue or have issued in any country upon patent applications which correspond with or claim priority from any of such applications or patents or any divisional, continuation-in-whole, or continuation-in-part thereof, including the right to sue and collect for past infringement; the same to be held and enjoyed by Assignee for its own use, and for the use of its legal representatives, to the full term for which such patents have been granted as fully and entirely as the same would have been held by Assignor had this assignment not been made.

Assignor does hereby further covenant and agree that it will not execute any writing or do any act whatsoever conflicting with these presents, and that Assignor, its successors and assigns, will at any time upon request without further additional consideration, but at the expense of Assignee, its successors and assigns, execute such additional writings and do such additional acts as Assignee, its successors and assigns, may determine as necessary or desirable in the enjoyment of this grant, and in any proceedings or transactions involving such inventions, patent applications or patents.

Date: Dec 21, 2001

ENDWAVE CORPORATION

By:



Printed Name: Edward A. Keible, Jr.

Its: President & CEO

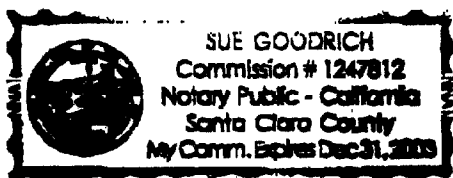
PATENT

REEL: 013305 FRAME: 0660

STATE OF CALIFORNIA)
) ss.
COUNTY OF Santa Clara)

On Dec 21, 2001, before me, a notary public in and for said county and state, personally appeared Edward Keible, who, being by me first duly sworn, declared that he is CEO of Endwave Corporation, and that the foregoing instrument was signed on behalf of the corporation by authority of its board of directors as its free act and deed.

(seal)



Notary Public

Sue Goodrich

EXHIBIT A

*Amend. to
Intell. Prop.
Sec. Agree
at end*

Issued Patents:

GemFire/FlatFire

1. U.S. Utility Patent No. 5,959,590, "Low Sidelobe Reflector Antenna System Employing a Corrugated Subreflector", issued September 28, 1999, 2 claims. Covers reflector system utilizing a novel corrugated subreflector.
2. Corresponding Taiwan Utility Patent No. 122,129, issued March 13, 2001
3. U.S. Utility Patent No. 5,973,652, "Reflector Antenna with Improved Return Loss", issued October 26, 1999, 9 claims. Covers reflector system utilizing a novel and improved corrugated subreflector.

Antenna Mount

1. U.S. Utility Patent No. 5,867,132, "Adjustable Antenna Mounting Assembly", issued February 2, 1999, 43 claims. Covers UniMount antenna mount assembly.
2. U.S. Utility Patent No. 6,262,691, "Antenna Mounting Assembly with Installation Tool", issued July 17, 2001, 19 claims. Covers UltraMount antenna mount assembly.

WavShapr

1. U.S. Design Patent No. D443,873 S, "Upper Surface of a Microwave Antenna Shaped Reflector", issued June 19, 2001, 1 claim. Covers 38 GHz/90° reflector shape and profile features.

WavTrakr

1. U.S. Utility Patent No. 5,943,023, "Flared Trough Waveguide Antenna", issued Aug. 24, 1999, 11 claims. Covers WavTraker antenna
2. U.S. Utility Patent No. 6,043,787, "Beam Modifying Trough Waveguide Antenna", issued Mar. 28, 2000, 22 claims. Covers WavTraker antenna.

Filed Applications:

WavShapr

1. U.S. Utility Patent Application No. 09/765,979, "Shaped Reflector Antenna Assembly", filed January 19, 2001 (END043-US), 25 claims. Covers system configuration and general 38 GHz/90° reflector shape characteristics.
2. Corresponding Canadian Application No. 2331951 filed January 19, 2001 (END043-CA)

3. Corresponding Mexican Application No. PA/a/2001/000683 filed January 19, 2001 (END043-MX)
4. U.S. Utility Patent Application No. 09/765,946, "Shaped Reflector Antenna Design Method", filed January 19, 2001 (END043X-U.S.) 19 claims. Covers method of designing a shaped reflector surface.
5. U.S. Design Patent Application No. 29/138,686, "Shaped Reflector Surface of Microwave Antenna", filed March 16, 2001 (END061-US). Covers 24 GHz/90° reflector shape and profile features.
6. U.S. Design Patent Application No. 29/141,805, "Shaped Reflector Surface of a Microwave Antenna", filed May 11, 2001 (END062-US). Covers 24 GHz/22° reflector shape and profile features.
7. U.S. Design Patent Application No. 29/141,786, "Shaped Reflector Surface of a Microwave Antenna", filed May 11, 2001 (END063-US). Covers 24 GHz/48° reflector shape and profile features.
8. U.S. Design Patent Application No. 29/141,804, "Shaped Reflector Surface of a Microwave Antenna", filed May 11, 2001 (END064-US). Covers 38 GHz/22° reflector shape and profile features.
9. U.S. Design Patent Application No. 29/141,785, "Shaped Reflector Surface of a Microwave Antenna", filed May 11, 2001 (END065-US). Covers 38 GHz/45° reflector shape and profile features.
10. U.S. Patent Application 29/145,182 (END067)
11. U.S. Patent Application 29/145,183 (END068)

Attenuators

1. U.S. Design Patent Application No. 29/138,613, "Microwave Circular Waveguide Attenuator", filed March 16, 2001 (END060-US). Generic design application covering the specific designs of the other four attenuator design applications.
2. U.S. Design Patent Application No. 29/138,611, "Microwave Circular Waveguide Attenuator", filed March 16, 2001 (END060A-US). 24 GHz 10 dB attenuator.
3. U.S. Design Patent Application No. 29/138,610, "Microwave Circular Waveguide Attenuator", filed March 16, 2001 (END060B-US). 24 GHz 20 dB attenuator.
4. U.S. Design Patent Application No. 29/138,612, "Microwave Circular Waveguide Attenuator", filed March 16, 2001 (END060C-US). 38 GHz 10 dB attenuator.
5. U.S. Design Patent Application No. 29/138,614, "Microwave Circular Waveguide Attenuator", filed March 16, 2001 (END060D-US). 38 GHz 20 dB attenuator.

Other Applications

1. European Utility Patent Application No. 98922283.1, "Reflector Antenna With Improved Return Loss", Filed May 11, 1998 (END024-EP), 9 claims. Covers an antenna having a main reflector and a conical subreflector, the subreflector having a radial cavity.
2. U.S. Patent Application (END052)