



12-23-2002



PATEN

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1) ASSIGNORS

Gabriel Electronics, Inc.
Key Corporate Capital, Inc. (secured party)

2) ASSIGNEE

TriPoint Global Microwave, Inc.
1500 Prodelin Drive
Newton, NC 28658

3) Interest conveyed: all of Gabriel Electronics, Inc.'s right, title, and interest in the following patents and patent applications:

PATENTS

12 117102

PATENT APPLICATIONS

6,297,782	09/765,979
5,905,474	09/765,946
5,534,880	29/138,686
6,225,962	29/141,805
4,574,457	29/141,786
5,317,328	29/141,804
5,959,590	29/141,785
5,973,652	29/145,182
5,867,132	29/145,183
6,262,691	29/138,613
D443,873 S	29/138,611
5,943,023	29/138,610
6,043,787	29/138,612
	29/138,614
	09/694,541

5) Please direct correspondence regarding this request to:

Scheherazade C. Fowler
Marcus, Clegg, & Mistretta, P.A.
100 Middle Street
Portland, ME 04101

Attorney for TriPoint Global Microwave, Inc.

6) The assignment documents attached hereto were executed on November 1st, 2002; and on November 12, 2002.

7) This assignment recordation request covers the assignment of 28 patents and patent applications. Accordingly, attached hereto is a recording fee of \$1120.00

8) Submitted by:


Scheherazade C. Fowler

12/20/2002 TDIAZ1 00000082 6297782
01 FC:0021 1120.00 DP

PATENT ASSIGNMENT
(United States – Gabriel Electronics, Inc.)

WHEREAS, Key Corporate Capital, Inc. (“KCCI”) and TriPoint Global Microwave Inc. (“Assignee”) have entered into that certain Quitclaim Bill of Sale and related documents, each dated November 1, 2002 (the “KCCI Documents”), and pursuant to which KCCI, as Secured Party, is selling to Assignee certain assets more particularly described therein; and

WHEREAS, Gabriel Electronics, Inc. (“Assignor”) is the record title owner of certain patents and patent applications identified on Schedule A hereto; and

WHEREAS, certain assets of Assignor were pledged to KCCI as security for the financial obligations of Assignor to KCCI and Assignor has defaulted on its obligations to KCCI. As such, Assignor acknowledges that the payment by Assignee to KCCI pursuant to the KCCI Documents will redound to the benefit of Assignor by reducing the financial obligations of Assignor to KCCI. In addition, Assignor acknowledges that Assignee’s assumption of certain contracts pursuant to instruments of even or near even date herewith redounds to the benefit of Assignor in that it limits Assignor’s liability for certain breach of contract claims; and

WHEREAS, Assignee is desirous of acquiring the entire right, title and interest of Assignor in and to all inventions set forth on said patent applications and issued patents, and any patents that may issue on said patent applications;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR does hereby sell, assign and transfer unto ASSIGNEE, its successors, assigns and legal representatives, all of its right, title, and interest in and to each and every one of said inventions and patent applications and issued patents, and all divisions, reissues, substitutions, continuations, and extensions thereof, and all prior patents and patent applications from which a filing priority from any and all of said patent applications may be obtained, including the right to sue for past infringement and to collect past damages (collectively hereinafter referred to as the “Patents”); and ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks to issue all patents resulting from any of said patent applications to ASSIGNEE.

ASSIGNOR further agrees to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith necessary to perfect such rights, title and interest in ASSIGNEE, its successors, assigns and legal representatives.

ASSIGNOR hereby further agrees that it will use commercially reasonable efforts to communicate to ASSIGNEE, or to its successors, assigns and legal representatives, any facts known to ASSIGNOR, respecting any improvements; and, at the expense of ASSIGNEE, to testify in any legal proceedings, sign all lawful papers, execute all

divisional, continuation, reissue and substitute applications, make all lawful oaths, and generally do everything reasonably possible to vest title in said ASSIGNEE and to aid said ASSIGNEE, its successors, assigns and legal representatives to obtain and enforce proper protection for said invention in all countries.

By acceptance of this Assignment, it is understood and agreed that ASSIGNEE is not intending to, and is not hereby, assuming any liabilities and/or obligations arising out of or relating to the Patents or otherwise.

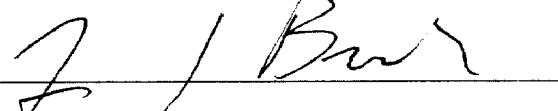
IN WITNESS WHEREOF, I have hereunto set my hand this 1st day of November, 2002.

WITNESSED BY:


ANDREW A. CADOT

GABRIEL ELECTRONICS, INC.

BY:



(name) Kenneth J. Borek

(title) CFO

SCHEDULE A – PATENT ASSIGNMENT FROM KEY CORPORATE CAPITAL, INC. TO TRIPOINT
GLOBAL MICROWAVE INC.

<i>Issued Patents - - Gabriel</i>	<i>Date Filed/Issued</i>	<i>Title</i>
6,297,782	7/26/01	Modular Hub Array Title
5,905,474	5/22/97	Feed Spoiler for microwave antenna
5,534,880	3/28/95	Stacked biconical omnidirectional antenna
6,225,962	9/18/98	Apparatus and method for an adjustable linkage
4,574,457	7/25/84	Method for forming a precision surface of large area
5,317,328	4/02/84	Horn reflector antenna with absorber lined conical feed
	Applied for	Eplane waveguide power splitter
	Applied for	Multi-Beam panel antenna design
<i>Issued Patents -- Endwave</i>		<i>Title</i>
5,959,590	9/28/99	Low Sidelobe Reflector Antenna Systems Employing a Corrugated Subreflector
5,973,652	10/26/99	Reflector Antenna with Improved Return Loss
5,867,132	2/2/99	Adjustable Antenna Mounting Assembly
6,262,691	7/17/01	Antenna Mounting Assembly with Installation Tool
D443,873 S	6/19/01	Upper Surface of a Microwave Antenna Shaped Reflector
5,943,023	8/24/99	"Flared Trough Waveguide Antenna"
6,043,787	9/19/97	"Beam Modifying Trough Waveguide Antenna"
<i>Patent Applications -- Endwave</i>		
09/765,979	1/19/01	"Shaped Reflector Antenna Assembly"
Canadian App. # 2331951	1/19/01	same
Mexican App #PA/a/2001/000 683	1/19/01	same
09/765,946	1/19/01	"Shaped Reflector Antenna Design Method
29/138,686	3/16/01	"Shaped Reflector Surface of Microwave Antenna

29/141,805	5/11/01	Shaped Reflector Surface of a Microwave Antenna
29/141,786	5/11/01	Shaped Reflector Surface of a Microwave Antenna
29/141,804	5/11/01	Shaped Reflector Surface of a Microwave Antenna
29/141,785	5/11/01	Shaped Reflector Surface of a Microwave Antenna
29/145,182	5/16/01	END067
29/145,183		END068
29/138,613	3/16/01	Microwave Circular Waveguide Attenuator
29/138,611	3/16/01	Microwave Circular Waveguide Attenuator
29/138,610	3/16/01	Microwave Circular Waveguide Attenuator
29/138,612	3/16/01	Microwave Circular Waveguide Attenuator
29/138,614	3/16/01	Microwave Circular Waveguide Attenuator
European App 98922283.1	5/11/98	Reflector Antenna With Improved Return Loss
09/694,541		END052

SECURED PARTY'S PATENT ASSIGNMENT

(United States – Gabriel Electronics, Inc.)

WHEREAS, Key Corporate Capital, Inc., as Secured Party (“ASSIGNOR”), a financial institution having a place of business in Portland, Maine, is the holder of a first priority security interest in certain patents and patent applications identified on Schedule A hereto owned by Gabriel Electronics, Inc. (the “Debtor”).

WHEREAS, TRIPOINT GLOBAL MICROWAVE INC. (“ASSIGNEE”), a corporation of North Carolina is desirous of acquiring the Debtor’s entire right, title and interest in and to all inventions set forth on said patent applications and issued patents, and any patents that may issue on said patent applications, pursuant to a secured party’s sale conducted by ASSIGNOR in accordance with Article 9 of the Uniform Commercial Code as enacted in Maine;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR does hereby sell, quitclaim, assign and transfer unto ASSIGNEE, its successors, assigns and legal representatives, all of the Debtor’s right, title, and interest in and to each and every one of said inventions and patent applications and issued patents, and all divisions, reissues, substitutions, continuations, and extensions thereof, and all prior patents and patent applications from which a filing priority from any and all of said patent applications may be obtained, including the right to sue for past infringement and to collect past damages (collectively hereinafter referred to as the “Patents”); and ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks to issue all patents resulting from any of said patent applications to ASSIGNEE.

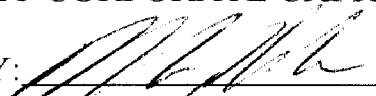
ASSIGNOR further agrees to execute such powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith as ASSIGNEE may reasonably request to perfect such rights, title and interest in ASSIGNEE, its successors, assigns and legal representatives, provided that ASSIGNOR shall not be required to incur any expense in that regard and ASSIGNOR shall make no representations or warranties, express or implied, in connection therewith.

This Assignment is made on an “AS IS, WHERE IS” and WITH ALL FAULTS, and Assignor makes no representations or warranties, express or implied, of any kind or nature.

By acceptance of this Assignment it is understood and agreed that Assignee is not intending to and is not hereby assuming any liabilities or obligations with respect to the Patents or otherwise.

IN WITNESS WHEREOF, I have hereunto set my hand this 12th day of March, 2002.

KEY CORPORATE CAPITAL, INC.

BY: 

(name) Mark Klumbert

(title) VP

SCHEDULE A – PATENT ASSIGNMENT FROM KEY CORPORATE CAPITAL, INC. TO TRIPPOINT GLOBAL MICROWAVE INC.

Issued Patents - - Gabriel	Date Filed/Issued	Title
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