

FORM PTO-1595 (Modified)
(Rev. 03-01)
OMB No. 0651-0027 (exp. 5/31/2002)
POBA/REV03

RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

PATENTS ONLY

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To the Honorable Director of the United States Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
SkyGate B.V.

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

2. Name and address of receiving party(ies):

Name: SkyTech B.V.

Address: C/o ABN Amro Trust
3105 Strawinskyiaan
1077 ZX

City: Amsterdam State/Prov.: _____

Country: The Netherlands ZIP: _____

Additional name(s) & address(es) Yes No

3. Nature of conveyance:

Assignment Merger

Security Agreement Change of Name

Other Deed of Transfer

Execution Date: March 25, 2004

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

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

Patent Application No.	Filing date	B. Patent No.(s)
<u>10/481,107</u>	<u>December 17, 2003</u>	

Additional numbers Yes No

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

Name: J. Herbert O'Toole

Registration No. 31,404

Address: Nexsen Pruet Adams Kleemeier, LLC
PO Box 10107

City: Greenville State/Prov.: SC

Country: USA ZIP: 29603

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41):.....\$ 40.00

Enclosed - Any excess or insufficiency should be credited or debited to deposit account

Authorized to be charged to deposit account

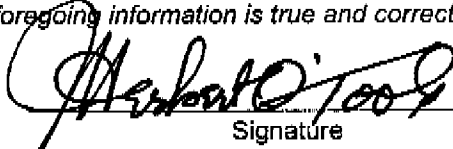
8. Deposit account number:
08-0719

(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.

J. Herbert O'Toole  11 June 2004

Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and

Mail documents to be recorded with required cover sheet information to:
Mail Stop Assignment Recordation Services
Director of the United States Patent and Trademark Office
P.O. Box 1450, Alexandria, VA 22313-1450

PATENT

700091863

REEL: 014735 FRAME: 0527

CH \$40.00 080719 10481107

DEED OF TRANSFER

The undersigned:

1. SkyGate B.V., a private limited liability company, existing and incorporated under the laws of The Netherlands, having its registered office in Amsterdam hereinafter referred to as "the Assignor";

and

2. SkyTech B.V., a limited liability company, existing and incorporated under the laws of The Netherlands, having its registered office in Amsterdam hereinafter referred to as "the Assignee";

hereinafter jointly referred to as "the Parties";

WHEREAS

- The Assignor is the registered owner of the patents, applications of patents and the inventions therein described and claimed (hereinafter referred to as "the Patents" and/ or "a Patent") as set out in Schedule 1 to this Deed (hereinafter referred to as "Schedule 1");
- The Assignee is for good and sufficient consideration under the Asset Purchase Agreement between the Assignor and the Assignee, dated as of March 25, 2004, willing to acquire from the Assignor the entire right, title and interest in and to the Patents;
- The Assignor wishes to assign the entire right, title and interest in and to the Patents to the Assignee on the terms and conditions as set out hereinafter.

THE ASSIGNOR AND THE ASSIGNEE HAVE AGREED AS FOLLOWS:

Article 1 - Preamble

This preamble is deemed to be embodied in this Deed.

Article 2 - Assignment

2.1 The Assignor hereby assigns all its rights, title and interest in and to the Patents as specified in Schedule 1, until the end of the term for which the Patents are granted or reissued as fully and entirely as the same would have been held and enjoyed by the Assignor, if this assignment had not been made (hereinafter referred to as "the Assignment");

2.2 The Assignee hereby accepts the Assignment from the Assignor;

2.3 Parties agree that the Assignee has the right to assign or transfer its rights and obligations under this Deed in whole or in part to an affiliated group company. All expenses incurred in connection with such assignment or transfer shall be for the account of the new assignee/ transferee. No consent of the Assignor shall be required in respect of any such assignment or transfer. Upon such assignment or transfer, the Assignee shall be totally and definitively discharged of all its obligations under this Deed.

Article 3 - Legal Effectiveness

3.1 The Assignment shall take place by this Deed and by legal transfer and set over of the Patents from the Assignor to the Assignee;

3.2 The legal transfer and set over (hereinafter referred to as "the formal substitution of ownership") of the Patents will be effectuated and executed in accordance with the law of the jurisdiction applicable to the relevant Patent on a date to be determined by the Assignor and the Assignee in joint consultation;

3.3 The Assignor and the Assignee have agreed that the Assignor will ensure that the formal substitution of ownership of the Patents is properly accomplished and reflected with the relevant patent registration authorities;

3.4 The Assignor and the Assignee have agreed that the Assignee will take for its account all costs relating to the formal substitution of ownership of the Patents.

Article 4 - Further Assurances

Assignor agrees to take such further action and to execute such documents as Assignee may reasonably request to effect or confirm the conveyance to Assignee of the Patents and any improvements thereunder.

Article 5 - Notices

Each communication to be made under this Deed shall be made in English and in writing and shall be made by fax or letter. Any communication or document to be made or delivered to a Party shall be made or delivered to that party at its address specified below (or at such other address as that party shall from time to time specify for this purpose).

To the Assignor:

SkyGate B.V.

X [Signature]
RED ROEFSTRAAT 123-1
1076 EE AMSTERDAM
THE NETHERLANDS

To the Assignee:

SkyTech B.V.

(ASN AMRO TRUST COMPANY NV)
GRAWINSLEYLAAN 3105
1077 ZX AMSTERDAM
THE NETHERLANDS

Article 6 - Governing Law and Jurisdiction

6.1 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the Netherlands;

6.2 Jurisdiction: Any dispute concerning the validity, interpretation or performance of this Agreement shall be finally settled under the rules of conciliation and arbitration of the International Chamber of Commerce, Paris by three arbitrators appointed in accordance with said rules. The place of Arbitration is Geneva. The proceedings shall be conducted in English. All and any award of the arbitration panel shall be final and binding for the parties.

Article 7 - Clause Headings

Clause headings in this Deed are for ease of reference only and in no way affect the contents and the construction thereof.

Article 8 - Effective Date

This Deed will be effective as of March 25, 2004

Thus signed in duplicate
(signature pages to follow)

(remainder of page intentionally left blank)

[Signature] VB

For and on behalf of the Assignor

K Mandrup

SkyGate E.V.

By: *Javier Gouyon - Managing Director*

Should be notarized by the proper authority

LESOUSSONNÉMI LÉBOUX
Notaire Public
certifié en vertu de l'arrêté
Xavier Gouyon - *Managing Director*
apposé en vertu de l'arrêté
A PARIS, le 16 Juin 2004



[Handwritten signature]

For and on behalf of the Assignee

[Handwritten signature]

SkyTech R.V.

By: *Jean-François Laroche* *by proxy*

Its:

Should be notarized by the proper authority

LE SOUSSIGNÉ M^r LEBOUX
Notaire à Paris
certifie la signature de *Jean-François Laroche*
Jean-François Laroche
apposée ci-dessus
A PARIS, le *16 Juin 2004*




[Handwritten signature]

[Handwritten line]

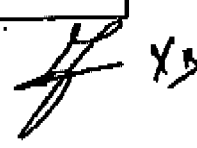
Schedule 1

A planar dual frequency antenna			July 4 th , 1996 PCT/IL 96/00037	Yes
A phase control device			July 25 th , 1996 PCT/IL 96/00066	Yes
Method for scanning of phased array antenna and phase control device for application of the method		June 14 th , 2001 No. 105597	June 13 th , 2002 PCT/BG 02/00008	Yes Application in USA and EU December 2003
Method for identification of satellites arranged on GEO orbit		July 6 th , 2001 No. 105680	July 3 rd , 2002 PCT/BG 02/00017	Yes Application in USA and EU December 2003
Method and system for radio communication		July 4 th , 2001 No. 105671	June 28 th , 2002 PCT/BG 02/00016	Canceled
Antenna element		December 19 th , 2001 No. 106243	December 17 th , 2002 PCT/BG 02/00031	
Device for linear acceleration measurements		January 16 th , 2002 No. 106313	Canceled	
Device for angular and angular velocity measurements in inertial coordinate system		January 16 th , 2002 No. 106314	Canceled	
Device for angle and angular velocity measurement		January 16 th , 2002 No. 106315	Canceled	
Method and system for radio communication with phase spread signals		June 13 th , 2002 No. 106819		

GD8VF@EUS45604.2



Method for satellite tracking		March 7 th , 2003 No. 207622		
Flat Mobile antenna system		March 6 th , 2003 No. 107620		
Controllable phase regulator		April 30 th , 2003 No. 107771		
Flat microwave antenna		July 7 th , 2003 No. 107973		
Mobile antenna system for satellite communications			January 7 th , 2004 Application in USA	



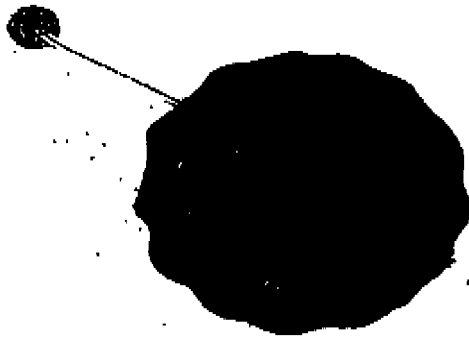
GD/VT&ES/43604.1



Seen by me, Paul Hubertus Nicolaas Quist, civil-law notary in Amsterdam, the Netherlands, for the legalization of the signatures of Mr. X. Gouyou-Beauchamps, holder of a French Passport with number 01EY12553 and Mr. J. Frydman, holder of a French Passport with number 01AE34017.

Amsterdam, 8 June 2004.

Paul Quist



APOSTILLE

Convention de La Haye du 5 octobre 1961

- 1. Country: THE NETHERLANDS
This public document
- 2. Has been signed by: mr. P.H.N. Quist
- 3. Acting in the capacity of: notaris te Amsterdam
- 4. Bears the seal/stamp of
mr. P.H.N. Quist
Certified
- 5. At Amsterdam
- 6. The - 8 JUN 2004
- 7. By the registrar of the Court in Amsterdam
- 8. No: 01EY12553
- 9. Seal/Stamp
- 10. Signature
Grc. P. H. Quist



Stibbe