

PATENT ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Malibu Research Associates, Inc.	08/10/2007

RECEIVING PARTY DATA

Name:	Communications & Power Industries, Inc.
Street Address:	811 Hansen Way
City:	Palo Alto
State/Country:	CALIFORNIA
Postal Code:	94303

PROPERTY NUMBERS Total: 11

Property Type	Number
Application Number:	07178063
Application Number:	08088410
Application Number:	08788818
Application Number:	09169454
Application Number:	10121964
Application Number:	10427705
Application Number:	11042553
Application Number:	11933063
Application Number:	11932785
Application Number:	11933053
Application Number:	11993040

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501030167

PATENT  
REEL: 023596 FRAME: 0221

CH \$440.00 07178063

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ATTORNEY DOCKET NUMBER:

253-0

NAME OF SUBMITTER:

Rod S. Turner

**Total Attachments: 31**

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**STOCK PURCHASE AGREEMENT**

**DATED AS OF JUNE 28, 2007**

**BY AND AMONG**

**COMMUNICATIONS & POWER INDUSTRIES, INC.,**

**MALIBU RESEARCH ASSOCIATES, INC.,**

**THE SHAREHOLDERS OF MALIBU RESEARCH ASSOCIATES, INC.**

**AND**

**JOEL WALKER, AS THE SELLERS' REPRESENTATIVE**

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This Stock Purchase Agreement (this "Agreement"), dated as of June 28, 2007, is entered into by and among MALIBU RESEARCH ASSOCIATES, INC., a California corporation (the "Company"), each of the shareholders of the Company listed on the signature pages hereto (each a "Seller" and collectively, the "Sellers"), each of the individuals identified as a Covenantor on the signature page hereto, COMMUNICATIONS & POWER INDUSTRIES, INC., a Delaware corporation (the "Purchaser") and Joel Walker, as the Sellers' Representative.

**WITNESSETH:**

WHEREAS, as of the date hereof, each of the Sellers owns of record and beneficially the number of shares of common stock, no par value, of the Company (the "Company Common Stock") set forth next to such Seller's name on Schedule A hereto, which shares, in the aggregate, constitute all of the issued and outstanding capital stock of the Company;

WHEREAS, subject to such terms and conditions as are specified herein, each Seller desires to sell to the Purchaser the shares of Company Common Stock held by such Seller; and

WHEREAS, subject to such terms and conditions as are specified herein, the Purchaser desires to purchase from the Sellers such shares of Company Common Stock;

NOW, THEREFORE, in consideration of the mutual agreements and covenants hereinafter set forth, the Purchaser, the Company and the Sellers hereby agree as follows:

**ARTICLE 1.**  
**DEFINITIONS**

Section 1.01 Certain Defined Terms. As used in this Agreement, the following terms have the following meanings:

"2006 Year-End Financial Statements" means the unaudited balance sheet of the Company as of December 31, 2006, and the related statement of income for the twelve-month period then ended.

"Action" means any claim, action, suit, arbitration or proceeding by or before any Governmental Authority or arbitrator.

"Affiliate" means, when used with respect to a specified Person, another Person that, either directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Person specified. With respect to any Person who is a natural person, such Person's Affiliates shall include such Person's spouse and the respective siblings, parents and lineal descendants (including any descendants by adoption) of such Person and such Person's spouse.

"Assets" means all of the Company's right, title and interest in and to all properties, assets and rights of any kind, whether tangible or intangible, real or personal, owned by the



"Closing Date Net Working Capital" means (i) the current assets of the Company as of the Closing Date (excluding any cash and cash equivalents included in the Closing Date Cash Amount), minus (ii) the current liabilities of the Company as of the Closing Date (other than the current portion of any Indebtedness to the extent included in the Closing Date Debt), in each case as reflected on the final Closing Balance Sheet. An example of the calculation of Closing Date Net Working Capital (based on the Company's balance sheet as of December 31, 2006 and calculated in accordance with this definition of Closing Date Net Working Capital) is attached as Section 1.01 of the Sellers' Disclosure Schedules. The Closing Date Net Working Capital shall be calculated in a manner consistent with the preparation of such calculations included in Section 1.01 of the Sellers' Disclosure Schedules (and using the same accounting principles, practices, procedures, policies and methods, and using consistent classifications, judgments, valuation and estimation methodologies).

"Closing Date Purchase Price" means an amount equal to (i) Twenty-Two Million Dollars (\$22,000,000), plus (ii) the Estimated Closing Date Cash Amount, minus (iii) the Estimated Closing Date Debt, plus (iv) the amount, if any, by which the Estimated Closing Date Net Working Capital exceeds the Target Working Capital Amount, minus (v) the amount, if any by which the Estimated Closing Date Net Working Capital is less than the Target Working Capital Amount.

"Code" means the Internal Revenue Code of 1986, as amended.

"Company Intellectual Property" means any Intellectual Property that (i) is owned by the Company; (ii) is licensed to the Company; (iii) was developed or created by or for the Company; or (iv) is used in or necessary for the conduct of the business of the Company as presently or heretofore conducted or as proposed to be conducted, including any Intellectual Property created by any of the Company's founders, employees, independent contractors or consultants for or on behalf of the Company and including any Intellectual Property created by any of the Company's founders prior to the formation of the Company and that is necessary for the operation of the Company's business as presently conducted or proposed to be conducted.

"Company Loan Agreement Documents" means, collectively, (i) the Business Loan Agreement, dated November 11, 1995, by and between the Company and Mid-State Bank & Trust (the "Bank"), as amended by the Change in Terms Agreement, dated September 20, 2006, between the Company and the Bank and the Change in Terms Agreement, dated June 6, 2007, between the Company and the Bank, (ii) the Commercial Security Agreement, dated November 9, 2005, by and between the Company and the Bank, (iii) the Commercial Guaranty, dated September 20, 2006, made by the Joel and Ann Walker Family Trust in favor of the Bank, (iv) the Commercial Guaranty, dated September 20, 2006, made by The Daniel and Sylvia Gonzalez Family Trust in favor of the Bank, (v) the Commercial Guaranty, dated September 20, 2006, made by Dan Gonzalez in favor of the Bank, (vi) the Commercial Guaranty, dated September 20, 2006, made by Joel Walker in favor of the Bank, (vii) the Subordination Agreement, dated November 9, 2005, made by Daniel Gonzalez and the Company in favor of the Bank, (viii) the Subordination Agreement, dated November 9, 2005, made by Joel Walker and the Company in favor of the Bank, (ix) the Promissory Note, dated November 9, 2005, made by the Company in favor of the Bank, as

avoidance of doubt, "Indebtedness" shall not include any accounts payable that would be classified as current liabilities under GAAP.

"Indemnity Escrow Amount" means Two Million Three Hundred Fifty Thousand Dollars (\$2,350,000).

"Indemnity Escrow Account" means the escrow account into which the Indemnity Escrow Amount is deposited.

"Initial Escrow Release Date" means January 1, 2009.

"Intellectual Property" means all trademarks and trademark rights, trade names and trade name rights, service marks and service mark rights, service names and service name rights, patents and patent rights, utility models and utility model rights, copyrights, mask work rights, brand names, trade dress, product designs, product packaging, business and product names, logos, slogans, rights of publicity, trade secrets, inventions (whether patentable or not), invention disclosures, improvements, processes, formulae, industrial models, processes, designs, specifications, technology, methodologies, computer software (including all source code and object code), firmware, development tools, flow charts, annotations, all Web addresses, sites and domain names, all data bases and data collections and all rights therein, any other confidential and proprietary right or information, whether or not subject to statutory registration, and all related technical information, manufacturing, engineering and technical drawings, know-how and all pending applications for and registrations of patents, utility models, trademarks, service marks and copyrights, and the right to sue for past infringement, if any, in connection with any of the foregoing, and all documents, disks, records, files and other media on which any of the foregoing is stored.

"Inventory" means all of the inventory held by the Company for resale, and all of the Company's raw materials, works in process, finished products and supply items, in each case wherever the same may be located.

"IP License" means any Contract that grants a Person the right to use or otherwise enjoy the benefits of any Intellectual Property (including any covenants not to sue with respect to any Intellectual Property).

"IRS" means the United States Internal Revenue Service.

"Knowledge" means the current actual knowledge, without any obligation to conduct an investigation. With respect to the Company, "Knowledge" means the Knowledge of the following individuals: Frances Bohn, Daniel G. Gonzalez and Joel Walker. With respect to the Purchaser, "Knowledge" means the Knowledge of the following individuals: O. Joe Caldarelli, Robert A. Fickett, Joel A. Littman and Howard Eckstein.

"Law" means any federal, state, local or foreign statute, law, ordinance, regulation, rule, code, order or rule of common law.

"Licenses" means all of the licenses, permits and other authorizations, in each case, issued, granted or otherwise provided by a Governmental Authority, that are required for the

other Taxes based on the value of property, the amount of such Taxes for the entire period multiplied by a fraction, the numerator of which is the number of days in the period ending on the Closing Date and the denominator of which is the number of days in the entire period and (ii) in the case of any other Taxes, based on a closing of the books of the Company as of the close of business on the Closing Date.

"Purchaser Portion of the Auditor Fees" means, with respect to any matter submitted to the Auditor for final determination, the fees, costs and expenses of the Auditor multiplied by a percentage (not to be less than zero (0) or greater than one hundred percent (100%)) equal to the percentage as to which the Sellers prevailed with respect to such dispute. For example, if the Purchaser's estimate of the Closing Date Net Working Capital is \$3,000,000 and the Sellers' estimate of the Closing Date Net Working Capital is \$1,000,000 and the Auditor determines that the Closing Date Net Working Capital is \$1,500,000 then the percentage as to which the Sellers have prevailed is seventy five percent (75%) (i.e., the difference between the \$3,000,000 Purchaser's estimate and the \$1,500,000 Auditor's determination, divided by the \$2,000,000 total amount in dispute). In such event, the Purchaser Portion of the Auditor Fees would be seventy five percent (75%) of the Auditor's fees, costs and expenses.

"Purchaser's Disclosure Schedules" means those certain disclosure schedules that have been separately delivered by the Purchaser to the Sellers concurrently with the execution of this Agreement.

"Registered Intellectual Property" means all United States, international and foreign: (a) patents and patent applications (including provisional applications); (b) registered trademarks and servicemarks, applications to register trademarks and servicemarks, intent-to-use applications, other registrations or applications to trademarks or servicemarks; (c) registered copyrights and applications for copyright registration; (d) any mask work registrations and applications to register mask works; and (e) any other Intellectual Property that is the subject of an application, certificate, filing, registration or other document issued by, filed with, or recorded by, any Governmental Authority.

"Securities Act" means the Securities Act of 1933, as amended.

"Seller Portion of the Auditor Fees" means, with respect to any matter submitted to the Auditor for final determination, the fees and expenses of the Auditor multiplied by a percentage (not to be less than zero (0) or greater than one hundred percent (100%)) equal to the percentage as to which the Purchaser prevailed with respect to such dispute. For example, if the Purchaser's estimate of the Closing Date Net Working Capital is \$3,000,000 and the Sellers' estimate of the Closing Date Net Working Capital is \$1,000,000, and the Auditor determines that the Closing Date Net Working Capital is \$1,500,000, then the percentage as to which the Purchaser has prevailed is twenty five percent (25%) (i.e., the difference between the \$1,000,000 Sellers' estimate and the \$1,500,000 Auditor's determination, divided by the \$2,000,000 total amount in dispute). In such event, the Seller Portion of the Auditor Fees would be twenty five percent (25%) of the Auditor's fees, costs and expenses.

in each case free and clear of all Encumbrances except for Permitted Encumbrances, subject to any matter of record and any matter that would be discovered from the landlord estoppel certificate described in Section 6.03(H). Except as set forth on Section 3.14 of the Sellers' Disclosure Schedules, there are no leases, subleases, licenses, occupancy agreements, options, rights, concessions or other agreements or arrangements, written or oral, granting to any Person the right to purchase, or the exclusive right to use or occupy any of the Real Property. The Real Property is all of the real property used in the business of the Company as currently conducted. Except as set forth on Section 3.14(A) of the Sellers' Disclosure Schedules, the Company has good and marketable fee simple title to the Owned Real Property. Except as set forth on Section 3.14(A) of the Sellers' Disclosure Schedules, the Company: (i) has not transferred or agreed to transfer any interest in the Owned Real Property (except as contemplated by this Agreement), and (ii) has not encumbered the Owned Real Property.

(B) Except as set forth in Section 3.14 (B) of the Sellers' Disclosure Schedules (i) all Improvements owned, leased, or used by the Company on the Real Property are in good operating condition (normal wear and tear excepted), and (ii) such Improvements are free from material structural defects. Except as set forth in Section 3.14(B) of the Sellers' Disclosure Schedules, (i) the Company has obtained all material Licenses from any Governmental Authority having jurisdiction over any of the Real Property required for the ownership, occupancy and use of any of the Real Property by the Company in its business as currently conducted, and has obtained any rights from any other Person necessary to permit the lawful use and operation of the Improvements and the Real Property as presently used, including without limitation, egress and ingress to and from any of the Real Property, and (ii) each such Permit or other right is in full force and effect, and there is no pending, or to the Knowledge of the Company, threatened proceeding that could result in the modification or cancellation thereof except, in each case, for deviations from the foregoing that would not reasonably be expected to be material. The Company has not received, in the last three (3) years, any notice from any Governmental Authority having jurisdiction over any of the Real Property claiming that any Improvements are not in compliance with applicable Laws or regulations.

(C) The Company has not received written notice of any special assessment in an amount greater than \$10,000, individually or in the aggregate, relating to any Real Property or any portion thereof in the last three years, and to the Knowledge of the Company, no such special assessment is pending or threatened. The Company has not received notice of condemnation proceedings with respect to any of the Real Property, and to the Knowledge of the Company, there are no such threatened condemnation proceedings.

(D) Prior to the date hereof, the Company has delivered to the Purchaser complete copies of all title reports, title policies and surveys currently in the possession of the Company with respect to any of the Real Property.

#### Section 3.15 Intellectual Property.

(A) Section 3.15(A) of the Sellers' Disclosure Schedules lists all of the Company Registered Intellectual Property (including all trademarks and service marks that the Company has used with the intent of creating or benefiting from any common law rights

relating to such marks) and any material Company Intellectual Property not constituting Company Registered Intellectual Property and lists any proceedings or Actions pending as of the date hereof before any Governmental Authority (including the United States Patent and Trademark Office or equivalent authority anywhere in the world) related to any of the Company Registered Intellectual Property.

(B) The Company has all requisite right, title and interest in or valid and enforceable rights under Contracts or IP Licenses to use all Company Intellectual Property necessary to the conduct of its business as presently conducted. Each item of Company Intellectual Property, including all Company Registered Intellectual Property listed in Section 3.15(A) of the Sellers' Disclosure Schedules, but excluding any Company Intellectual Property that is subject to a Contract listed in Section 3.15(D) of the Sellers' Disclosure Schedules, is owned exclusively by the Company (excluding Intellectual Property licensed to the Company under any IP License) and is free and clear of any Encumbrances. The Company (i) owns exclusively all trademarks, service marks and trade names used by the Company in connection with the operation or conduct of the business of the Company, including the sale of any products or technology or the provision of any services by the Company; provided, however, that the Company may use trademarks, service marks and trade names of third parties that are licensed to the Company or are in the public domain, and (ii) owns exclusively, and has good title to, each copyrighted work that is a Company product and each other work of authorship that the Company otherwise purports to own.

(C) Except as set forth in Section 3.15(C) of the Sellers' Disclosure Schedules, to the extent that any Company Intellectual Property has been developed or created by any Person other than the Company, the Company has a written agreement with such Person with respect thereto, and the Company has either (i) obtained ownership of, and is the exclusive owner of, all such Intellectual Property by operation of law or by valid assignment of any such rights or (ii) has obtained an IP License under or to such Intellectual Property. None of the Company Intellectual Property is subject to any source code escrow or similar arrangement.

(D) Except pursuant to agreements described in Section 3.15(D) of the Sellers' Disclosure Schedules, the Company has not transferred ownership of or granted any IP License of or other right to use or authorized the retention of any rights to use any Intellectual Property that is or was Company Intellectual Property, to any other Person.

(E) The Company Intellectual Property constitutes all the Intellectual Property used in and/or necessary to the conduct of the Company's business as currently conducted or as proposed to be conducted, including the design, development, distribution, marketing, manufacture, use, import, license, and sale of the products, technology and services of the Company (including products, technology, or services currently under development).

(F) Section 3.15(F) of the Sellers' Disclosure Schedules lists all Contracts and IP Licenses (including all inbound IP Licenses) to which the Company is a party with respect to any Intellectual Property. No Person other than the Company has ownership

rights to improvements made by the Company in Intellectual Property that has been licensed to the Company.

(G) [INTENTIONALLY OMITTED]

(H) Except as set forth in Section 3.15(H) of the Sellers' Disclosure Schedules, the operation of the business of the Company as currently conducted or as proposed to be conducted, including the Company's design, development, use, import, manufacture and sale of the products, technology or services (including products, technology or services currently under development) of the Company does not (i) infringe or misappropriate the Intellectual Property of any Person, (ii) violate any term or provision of any IP License or Contract concerning such Intellectual Property (including any provision required by or imposed pursuant to 35 U.S.C. §§200-212 in any IP License or Contract to which the Company is a party requiring that products be manufactured substantially in the United States), (iii) violate the rights of any Person (including rights to privacy or publicity), or (iv) constitute unfair competition or an unfair trade practice under any Law, and the Company has not received notice from any Person claiming that such operation or any act, product, technology or service (including products, technology or services currently under development) of the Company infringes or misappropriates the Intellectual Property of any Person or constitutes unfair competition or trade practices under any Law, including notice of third party patent or other Intellectual Property rights from a potential licensor of such rights.

(I) Each item of Company Registered Intellectual Property is valid and subsisting, and all necessary registration, maintenance, renewal fees, annuity fees and taxes in connection with such Registered Intellectual Property have been paid and all necessary documents and certificates in connection with such Company Registered Intellectual Property have been filed with the relevant patent, copyright, trademark or other authorities in the United States or foreign jurisdictions, as the case may be, for the purposes of maintaining such Registered Intellectual Property. Section 3.15(I)(i) of the Sellers' Disclosure Schedules lists all actions that must be taken by the Company within ninety (90) days from the date hereof, including the payment of any registration, maintenance, renewal fees, annuity fees and taxes or the filing of any documents, applications or certificates for the purposes of maintaining, perfecting or preserving or renewing any Company Registered Intellectual Property. Except as set forth in Section 3.15(I)(ii) of the Sellers' Disclosure Schedules, the Company has registered the copyright with the U.S. Copyright Office for the latest version of each product or technology of the Company that constitutes or includes a copyrightable work, but only to the extent that such copyrightable work (i) contains a material change from a previously registered version of such copyrightable work or (ii) represents a separately copyrightable work from such previously registered version. In each case in which the Company has acquired ownership of any Intellectual Property rights from any Person, the Company has obtained a valid and enforceable assignment sufficient to irrevocably transfer all rights in such Intellectual Property (including the right to seek past and future damages with respect to such Intellectual Property) to the Company to protect the Company's ownership rights in and to such Intellectual Property in accordance with applicable Laws, the Company has recorded each such assignment of Registered Intellectual Property with the relevant Governmental Authority, including the United States Patent and Trademark Office and the U.S. Copyright Office, as the case may be.

## Section 3.15(A) - Intellectual Property

### 1. Trademarks:

April 20, 2007

SCHEDULE  
Malibu Research Associates, Inc.  
TRADEMARK MATTERS - HOFFMANN & BARON, LLP

Hoffmann & Baron, LLP Docket Number	TRADEMARK	Serial Number	Filing Date	Registration Number	Issue Date	Status	Action Due
253-5	MALIBU RESEARCH	74476,107	01/04/04	1,916,061	09/05/05	Live	Renewal Due 09/05/15
253-6	FLAPS	74476,523	01/04/04	2,072,082	09/17/07	Live	Renewal Due 09/17/17
253-7	EDGE SCANNER	74476,256	01/04/04	2,074,132	09/24/07	Live	Renewal Due 09/24/17

### 2. Patents:

SCHEDULE  
Malibu Research Associates, Inc.  
PATENT MATTERS - HOFFMANN & BARON, LLP

Hoffmann & Baron, LLP Docket Number	Title	Inventors	Application Number	Filing Date	Patent Number	Issue Date	Status
253-2	Microwave Phasing Structures for Electromagnetically Emulating Reflective Surfaces and Focusing Elements of Selected Geometry	Daniel G. Gonzalez Gerald E. Polton Joel F. Walker	07/178,063	04/05/98	4,905,014	02/27/00	In Force
253-3 FWC	Millimeter Wave Variable Width Waveguide Scanner	Joel F. Walker Daniel G. Gonzalez Gerald E. Polton	08/008,410	07/07/03	5,311,200	05/10/04	In Force
253-10	Dynamic Plasma Driven Antenna	Gerald E. Polton Daniel G. Gonzalez Joel F. Walker Lawrence J. Skora	08/788,818	01/23/07	5,894,322	01/26/00	In Force
253-11	Method and Apparatus for Testing an Antenna Control System	Anand Kekkar Luo Gravette	09/181,366	10/28/98	6,107,858	08/22/00	Expired
253-12	Low Windload Satellite Antenna	Joel F. Walker Gerald E. Polton Daniel G. Gonzalez	09/166,464	10/09/98	6,198,457	03/08/01	In Force
253-15 RCE	Digital Beamforming Radar System	Joel F. Walker Daniel G. Gonzalez Anand Kekkar Norman Lammara	10/121,964	04/12/02	6,882,311	04/19/05	In Force
253-16	Plasma Phased Array Electronic Scan Antenna	Joel F. Walker Daniel G. Gonzalez	10/427,706	04/30/03	6,856,301	02/15/05	In Force
253-18	Method and Apparatus for Reducing the Effects of Collector Blockage in a Reflector Antenna	Joel F. Walker Daniel G. Gonzalez	11/042,553	01/25/05	7,138,953	11/24/05	In Force

(00009897.DOC, 1) 47



## EXHIBIT A continued

5	System and Method for providing an improved Microwave Phasing Structure for electromagnetically emulating reflective surfaces (Low wind load FLAPS using screen ground plane)	P004	Gonzalez	Improved FLAPS phasing structure with improved weight and lowered manufacturing cost.	U.S. Utility Patent Application in progress; estimated filing date 6-29-07
6	Apparatus and Method for providing Elevation Beam Shaping with Tri-Feed Horns	P0052	Gonzalez	Addition of two feed horns to provide improved gain and bandwidth response.	U.S. Provisional Patent Application in progress; estimated filing date 6-29-07
7	Apparatus and Method for providing Multiple High Gain Beams (FLAPS-based TILT)	P006	Gonzalez	Provides a high gain FLAPS based system with a plurality of feed horns.	U.S. Utility Patent Application in progress; estimated filing date 6-29-07
8	Apparatus and Method for providing Shaped FLAPS antenna subsystem for communications and radar applications (APACHE TCCL)	P008	Gonzalez	FLAPS based system with customizable geometry to fit multiple applications and provide continuous response form discontinuous panels.	U.S. Utility Patent Application in progress; need formulas and drawings; estimated filing date 6-29-07

Confidential and Privileged

3732831

**Section 3.15(C) - Co-Ownership of IP**

1. E-9 Electronic Scanner Antenna Technology. MRA and Creative Digital Systems are co-owners.

**Section 3.15(D) - IP Licenses**

**None.**

**Section 3.15(F) - Contracts and IP Licenses**

**None.**

**Schedule A**

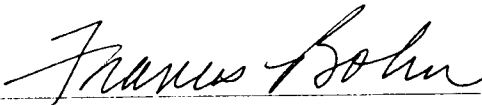
**Stock Ownership**

<b>Name of Seller</b>	<b>Number of Shares Owned as of Date of the Agreement &amp; Stock Certificate Number</b>	<b>Number of Shares to be Owned at Closing</b>	<b>Seller's Percentage as of the Closing</b>
Joel Walker and Ann Walker, Co-Trustees of The Joel and Ann Walker Family Trust	21,250  Certificate No. 11	21,250	46.5%
Daniel G. Gonzalez and Sylvia Diana Gonzalez, Co-Trustees of The Daniel and Diana Gonzalez Family Trust	21,250  Certificate No. 12	21,250	46.5%
Frances Bohn	1,730  Certificate No. 6	3,199	7.0%

STOCK ASSIGNMENT SEPARATE FROM CERTIFICATE

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers  
unto Communications & Power Industries, Inc., One Thousand Seven Hundred Thirty  
(1,730) shares of the Common Stock of Malibu Research Associates, Inc. standing in her  
name on the books of said Corporation, represented by Certificate No. 6.

Dated August 10, 2007

  
\_\_\_\_\_  
Frances Bohn

INCORPORATED UNDER THE LAWS OF THE STATE OF CALIFORNIA

DECEMBER 3, 1975



IT IS UNLAWFUL TO CONSUMMATE A SALE OR TRANSFER OF THIS SECURITY, OR ANY INTEREST THEREIN, OR TO RECEIVE ANY CONSIDERATION THEREFOR, WITHOUT THE PRIOR WRITTEN CONSENT OF THE COMMISSIONER OF CORPORATIONS OF THE STATE OF CALIFORNIA, EXCEPT AS PERMITTED IN THE COMMISSIONER'S RULES.

*This Certificate is the registered holder of* -----FRANCES BOHN----- *shares*

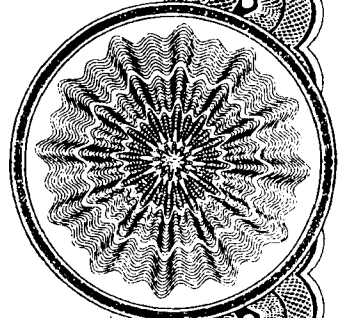
**MALIBU RESEARCH ASSOCIATES, INC.**

*transferable only on the books of the Corporation by the holder hereof in person or by Attorney upon surrender of this Certificate properly endorsed.*

SEE REVERSE SIDE FOR STATEMENT OF RESTRICTIONS

*In Witness Whereof, the said Corporation has caused this Certificate to be signed by its duly authorized officers and its Corporate Seal to be hereunto affixed this* \_\_\_\_\_ *day of* \_\_\_\_\_ *A.D. 19* \_\_\_\_\_

*Joel Walker,*  
\_\_\_\_\_  
JOEL WALKER, SECRETARY



*Daniel L. Gonzalez,*  
\_\_\_\_\_  
DANIEL GONZALEZ, PRESIDENT

## DISCLOSURE STATEMENT

### 260.141.11 OF TITLE 10 OF THE CALIFORNIA ADMINISTRATIVE CODE

**260.141.11. Restriction on Transfer.** (a) The issuer of any security upon which a restriction on transfer has been imposed pursuant to sections 260.102.6, 260.141.10 or 260.534 shall cause a copy of this section to be delivered to each issuee or transferee of such security.

(b) It is unlawful for the holder of any such security to consummate a sale or transfer of such security, or any interest therein, without the prior written consent of the Commissioner (until this condition is removed pursuant to Section 260.141.12 of these rules), except:

- (1) to the issuer;
- (2) pursuant to the order or process of any court;
- (3) to any person described in Subdivision (i) of Section 25102 of the Code or Section 260.105.14 of these rules;
- (4) to the transferor's ancestors, descendants or spouse, or any custodian or trustee for the account of the transferor or the transferor's ancestors, descendants, or spouse; or to a transferee by a trustee or custodian for the account of the transferee or the transferee's ancestors, descendants or spouse;
- (5) to holders of securities of the same class of the same issuer;
- (6) by way of gift or donation inter vivos or on death;
- (7) by or through a broker-dealer licensed under the code (either acting as such or as a finder) to a resident of a foreign state, territory or country who is neither domiciled in this state to the knowledge of the broker-dealer, nor actually present in this state if the sale of such securities is not in violation of any securities law of the foreign state, territory or country concerned;
- (8) to a broker-dealer licensed under the Code in a principal transaction, or as an underwriter or member of an underwriting syndicate or selling group;
- (9) if the interest sold or transferred is a pledge or other lien given by the purchaser to the seller upon a sale of the security for which the Commissioner's written consent is obtained or under this rule not required;
- (10) by way of a sale qualified under Sections 25111, 25112, 25113, or 25121 of the Code, of the securities to be transferred, provided that no order under Section 25140 or Subdivision (a) of Section 25143 is in effect with respect to such qualification;
- (11) by a corporation to a wholly owned subsidiary of such corporation, or by a wholly owned subsidiary of a corporation to such corporation;
- (12) by way of an exchange qualified under Section 25111, 25112 or 25113 of the Code, provided that no order under Section 25140 or Subdivision (a) of Section 25143 is in effect with respect to such qualification;
- (13) between residents of foreign states, territories or countries who are neither domiciled nor actually present in this state;
- (14) to the State Controller pursuant to the Unclaimed Property Law or to the administrator of the unclaimed property law of another state; or
- (15) by the State Controller pursuant to the Unclaimed Property Law or by the administrator of the unclaimed property law of another state if, in either such case, such person (i) discloses to potential purchasers at the sale that transfer of the securities is restricted under this rule, (ii) delivers to each purchaser a copy of this rule, and (iii) advises the Commissioner of the name of each purchaser;
- (16) by a trustee to a successor trustee when such transfer does not involve a change in the beneficial ownership of the securities; provided that any such transfer is on the condition that any certificate evidencing the security issued to such transferee shall contain the legend required by this section.

(c) The certificates representing all such securities subject to such a restriction on transfer, whether upon initial issuance or upon any transfer thereof, shall bear on their face a legend, prominently stamped or printed thereon in capital letters of not less than 10-point size, reading as follows:

"IT IS UNLAWFUL TO CONSUMMATE A SALE OR TRANSFER OF THIS SECURITY, OR ANY INTEREST THEREIN, OR TO RECEIVE ANY CONSIDERATION THEREFOR, WITHOUT THE PRIOR WRITTEN CONSENT OF THE COMMISSIONER OF CORPORATIONS OF THE STATE OF CALIFORNIA, EXCEPT AS PERMITTED IN THE COMMISSIONER'S RULES."

*For Value Received, hereby sell, assign, and transfer*  
*unto*  
*Shares*  
*represented by the within Certificate, and do hereby*  
*irrevocably constitute and appoint*  
*Attorney*  
*to transfer the said Shares on the books of the within named*  
*Corporation with full power of substitution in the premises.*  
*Dated* *19*  
*In presence of*

NOTICE: THE SIGNATURE OF THIS ASSIGNMENT  
MUST CORRESPOND WITH THE NAME AS WRITTEN UPON THE  
FACE OF THE CERTIFICATE, IN EVERY PARTICULAR, WITHOUT  
ALTERATION OR ENLARGEMENT OR ANY CHANGE WHATSOEVER



STOCK ASSIGNMENT SEPARATE FROM CERTIFICATE

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers  
unto Communications & Power Industries, Inc., Twenty One Thousand Two Hundred  
Fifty (21,250) shares of the Common Stock of Malibu Research Associates, Inc. standing  
in its name on the books of said Corporation, represented by Certificate No. 11.

Dated August 10, 2007

JOEL F. WALKER AND ANN C.  
WALKER, CO-TRUSTEES OF THE JOEL  
AND ANN WALKER FAMILY TRUST

By: 

Joel F. Walker, Co-Trustee

By: 

Ann C. Walker, Co-Trustee

DECEMBER 3, 1975



IT IS UNLAWFUL TO CONSUMMATE A SALE OR TRANSFER OF THIS SECURITY, OR ANY INTEREST THEREIN, OR TO RECEIVE ANY CONSIDERATION THEREFOR, WITHOUT THE PRIOR WRITTEN CONSENT OF THE COMMISSIONER OF CORPORATIONS OF THE STATE OF CALIFORNIA, EXCEPT AS PERMITTED IN THE COMMISSIONER'S RULES.

Joel Walker and Ann Walker, Trustees of  
The Joel and Ann Walker Family Trust

*This Certificate is the*

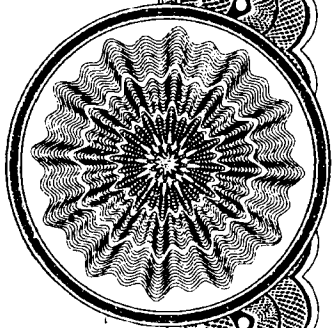
*registered holder of* Twenty-One Thousand Two Hundred Fifty (21,250) *Shares*

**MALIBU RESEARCH ASSOCIATES, INC.**

*transferable only on the books of the Corporation by the holder hereof in person or by Attorney upon surrender of this Certificate properly endorsed.*

SEE REVERSE SIDE FOR STATEMENT OF RESTRICTIONS

In Witness Whereof, the said Corporation has caused this Certificate to be signed by its duly authorized officers and its Corporate Seal to be hereunto affixed  
this 30th day of May A.D. 1975



*Frances Bohn*  
Frances Bohn, SECRETARY

*Daniel Gonzalez*  
Daniel Gonzalez, PRESIDENT

## DISCLOSURE STATEMENT

### 260.141.11 OF TITLE 10 OF THE CALIFORNIA ADMINISTRATIVE CODE

**260.141.11. Restriction on Transfer.** (a) The issuer of any security upon which a restriction on transfer has been imposed pursuant to sections 260.102.6, 260.141.10 or 260.534 shall cause a copy of this section to be delivered to each issuer or transferee of such security.

(b) It is unlawful for the holder of any such security to consummate a sale or transfer of such security, or any interest therein, without the prior written consent of the Commissioner (until this condition is removed pursuant to Section 260.141.12 of these rules), except:

- (1) to the issuer;
  - (2) pursuant to the order or process of any court;
  - (3) to any person described in Subdivision (i) of Section 25102 of the Code or Section 260.105.14 of these rules;
  - (4) to the transferor's ancestors, descendants or spouse, or any custodian or trustee for the account of the transferor or the transferor's ancestors, descendants, or spouse; or to a transferee by a trustee or custodian for the account of the transferee or the transferee's ancestors, descendants or spouse;
  - (5) to holders of securities of the same class of the same issuer;
  - (6) by way of gift or donation inter vivos or on death;
  - (7) by or through a broker-dealer licensed under the code (either acting as such or as a finder) to a resident of a foreign state, territory or country who is neither domiciled in this state to the knowledge of the broker-dealer, nor actually present in this state if the sale of such securities is not in violation of any securities law of the foreign state, territory or country concerned;
  - (8) to a broker-dealer licensed under the Code in a principal transaction, or as an underwriter or member of an underwriting syndicate or selling group;
  - (9) if the interest sold or transferred is a pledge or other lien given by the purchaser to the seller upon a sale of the security for which the Commissioner's written consent is obtained or under this rule not required;
  - (10) by way of a sale qualified under Sections 25111, 25112, 25113, or 25121 of the Code, of the securities to be transferred, provided that no order under Section 25140 or Subdivision (a) of Section 25143 is in effect with respect to such qualification;
  - (11) by a corporation to a wholly owned subsidiary of such corporation, or by a wholly owned subsidiary of a corporation to such corporation;
  - (12) by way of an exchange qualified under Section 25111, 25112 or 25113 of the Code, provided that no order under Section 25140 or Subdivision (a) of Section 25143 is in effect with respect to such qualification;
  - (13) between residents of foreign states, territories or countries who are neither domiciled nor actually present in this state;
  - (14) to the State Controller pursuant to the Unclaimed Property Law or to the administrator of the unclaimed property law of another state; or
  - (15) by the State Controller pursuant to the Unclaimed Property Law or by the administrator of the unclaimed property law of another state if, in either such case, such person (i) discloses to potential purchasers at the sale that transfer of the securities is restricted under this rule, (ii) delivers to each purchaser a copy of this rule, and (iii) advises the Commissioner of the name of each purchaser;
  - (16) by a trustee to a successor trustee when such transfer does not involve a change in the beneficial ownership of the securities; provided that any such transfer is on the condition that any certificate evidencing the security issued to such transferee shall contain the legend required by this section.
- (c) The certificates representing all such securities subject to such a restriction on transfer, whether upon initial issuance or upon any transfer thereof, shall bear on their face a legend, prominently stamped or printed thereon in capital letters of not less than 10-point size, reading as follows:
- "IT IS UNLAWFUL TO CONSUMMATE A SALE OR TRANSFER OF THIS SECURITY, OR ANY INTEREST THEREIN, OR TO RECEIVE ANY CONSIDERATION THEREFOR, WITHOUT THE PRIOR WRITTEN CONSENT OF THE COMMISSIONER OF CORPORATIONS OF THE STATE OF CALIFORNIA, EXCEPT AS PERMITTED IN THE COMMISSIONER'S RULES."

*For Value Received, \_\_\_\_\_ hereby sell, assign and transfer*  
*unto \_\_\_\_\_*  
*Shares*  
*represented by the within Certificate, and do hereby*  
*irrevocably constitute and appoint*  
*Attorney*  
*to transfer the said Shares on the books of the within named*  
*Corporation with full power of substitution in the premises.*  
*Dated \_\_\_\_\_ 19\_\_*  
*In presence of \_\_\_\_\_*

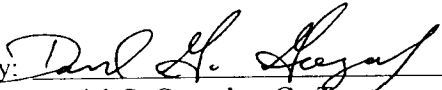
NOTICE: THE SIGNATURE OF THIS ASSIGNMENT  
MUST CORRESPOND WITH THE NAME AS WRITTEN UPON THE  
FACE OF THE CERTIFICATE IN EVERY PARTICULAR WITHOUT  
ALTERATION OR ENLARGEMENT OR ANY CHANGE WHATSOEVER

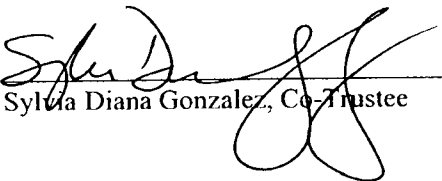
STOCK ASSIGNMENT SEPARATE FROM CERTIFICATE

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers  
unto Communications & Power Industries, Inc., Twenty One Thousand Two Hundred  
Fifty (21,250) shares of the Common Stock of Malibu Research Associates, Inc. standing  
in its name on the books of said Corporation, represented by Certificate No. 12.

Dated August 10, 2007

DANIEL G. GONZALEZ AND SYLVIA  
DIANA GONZALEZ, CO-TRUSTEES OF  
THE DANIEL AND DIANA GONZALEZ  
FAMILY TRUST

By:   
Daniel G. Gonzalez, Co-Trustee

By:   
Sylvia Diana Gonzalez, Co-Trustee

DECEMBER 3, 1975



IT IS UNLAWFUL TO CONSUMMATE A SALE OR TRANSFER OF THIS SECURITY, OR ANY INTEREST THEREIN, OR TO RECEIVE ANY CONSIDERATION THEREFOR, WITHOUT THE PRIOR WRITTEN CONSENT OF THE COMMISSIONER OF CORPORATIONS OF THE STATE OF CALIFORNIA, EXCEPT AS PERMITTED IN THE COMMISSIONER'S RULES.

Daniel G. Gonzalez and Sylvia Diana Gonzalez, Co-Trustees of  
The Daniel and Diana Gonzalez Family Trust

*This Certificate is the*

*registered holder of* \*Twenty-One Thousand Two Hundred Fifty (21,250)\*\*\*\* *Shares*

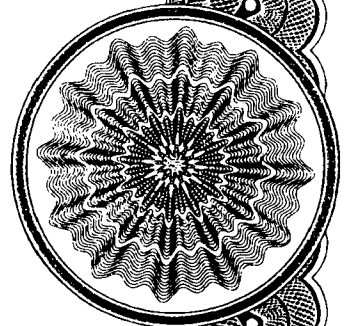
### MALIBU RESEARCH ASSOCIATES, INC.

*transferable only on the books of the Corporation by the holder hereof in person or by Attorney upon surrender of this Certificate, properly endorsed.*

SEE REVERSE SIDE FOR STATEMENT OF RESTRICTIONS

In Witness Whereof, the said Corporation has caused this Certificate to be signed by its duly authorized officers, and its Corporate Seal to be hereunto affixed  
this 30th day of May A.D. 1975

*Frances Bohn*  
FRANCES BOHN, SECRETARY



*Daniel G. Gonzalez*  
Daniel Gonzalez, PRESIDENT

## DISCLOSURE STATEMENT

### 260.141.11 OF TITLE 10 OF THE CALIFORNIA ADMINISTRATIVE CODE

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- (1) to the issuer;
- (2) pursuant to the order or process of any court;
- (3) to any person described in Subdivision (i) of Section 25102 of the Code or Section 260.105.14 of these rules;
- (4) to the transferor's ancestors, descendants or spouse, or any custodian or trustee for the account of the transferor or the transferor's ancestors, descendants, or spouse; or to a transferee by a trustee or custodian for the account of the transferee or the transferee's ancestors, descendants or spouse;
- (5) to holders of securities of the same class of the same issuer;
- (6) by way of gift or donation inter vivos or on death;
- (7) by or through a broker-dealer licensed under the code (either acting as such or as a finder) to a resident of a foreign state, territory or country who is neither domiciled in this state to the knowledge of the broker-dealer, nor actually present in this state if the sale of such securities is not in violation of any securities law of the foreign state, territory or country concerned;
- (8) to a broker-dealer licensed under the Code in a principal transaction, or as an underwriter or member of an underwriting syndicate or selling group;
- (9) if the interest sold or transferred is a pledge or other lien given by the purchaser to the seller upon a sale of the security for which the Commissioner's written consent is obtained or under this rule not required;
- (10) by way of a sale qualified under Sections 25111, 25112, 25113, or 25121 of the Code, of the securities to be transferred, provided that no order under Section 25140 or Subdivision (a) of Section 25143 is in effect with respect to such qualification;
- (11) by a corporation to a wholly owned subsidiary of such corporation, or by a wholly owned subsidiary of a corporation to such corporation;
- (12) by way of an exchange qualified under Section 25111, 25112 or 25113 of the Code, provided that no order under Section 25140 or Subdivision (a) of Section 25143 is in effect with respect to such qualification;
- (13) between residents of foreign states, territories or countries who are neither domiciled nor actually present in this state;
- (14) to the State Controller pursuant to the Unclaimed Property Law or to the administrator of the unclaimed property law of another state; or
- (15) by the State Controller pursuant to the Unclaimed Property Law or by the administrator of the unclaimed property law of another state if, in either such case, such person (i) discloses to potential purchasers at the sale that transfer of the securities is restricted under this rule, (ii) delivers to each purchaser a copy of this rule, and (iii) advises the Commissioner of the name of each purchaser;
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*For Value Received, hereby sell, assign and transfer*  
*unto*  
*represented by the within Certificate, and do hereby*  
*irrevocably constitute and appoint*  
*Attorney*  
*to transfer the said Shares on the books of the within named*  
*Corporation, with full power of substitution, in the premises.*  
*Dated* 19  
*In presence of*

NOTICE: THE SIGNATURE OF THIS ASSIGNMENT  
MUST CORRESPOND WITH THE NAME AS WRITTEN UPON THE  
FACE OF THE CERTIFICATE, IN EVERY PARTICULAR, WITHOUT  
ALLEGATION OR ENLARGEMENT OR ANY CHANGE WHATSOEVER

STOCK ASSIGNMENT SEPARATE FROM CERTIFICATE

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers  
unto Communications & Power Industries, Inc., One Thousand Four Hundred Sixty Nine  
(1,469) shares of the Common Stock of Malibu Research Associates, Inc. standing in her  
name on the books of said Corporation, represented by Certificate No. 13.

Dated August 10, 2007

  
\_\_\_\_\_  
Frances Bohn

DECEMBER 3, 1975



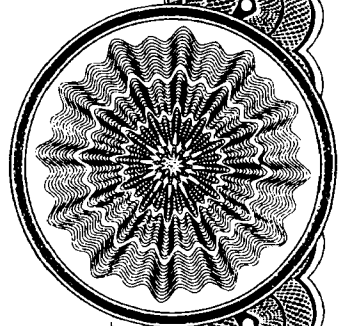
IT IS UNLAWFUL TO CONSUMMATE A SALE OR TRANSFER OF THIS SECURITY, OR ANY INTEREST THEREIN, OR TO RECEIVE ANY CONSIDERATION THEREFOR, WITHOUT THE PRIOR WRITTEN CONSENT OF THE COMMISSIONER OF CORPORATIONS OF THE STATE OF CALIFORNIA, EXCEPT AS PERMITTED IN THE COMMISSIONER'S RULES.

**This Certificate** is the  
registered holder of One Thousand Four Hundred Sixty-Nine (1,469)\*\*\*\*\* Shares

**MALIBU RESEARCH ASSOCIATES, INC.**

transferable only on the books of the Corporation by the holder hereof in person or by Attorney upon surrender of this Certificate properly endorsed.

SEE REVERSE SIDE FOR STATEMENT OF RESTRICTIONS  
In Witness Whereof, the said Corporation has caused this Certificate to be signed  
by its duly authorized officers and its Corporate Seal to be hereunto affixed  
this 8th day of August, A.D. 19 2007



*Frances Bohn*  
Frances Bohn,  
SECRETARY

*Daniel H. Gonzalez*  
Daniel Gonzalez,  
PRESIDENT



## DISCLOSURE STATEMENT

### 260.141.11 OF TITLE 10 OF THE CALIFORNIA ADMINISTRATIVE CODE

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- (3) to any person described in Subdivision (i) of Section 25102 of the Code or Section 260.105.14 of these rules;
- (4) to the transferor's ancestors, descendants or spouse, or any custodian or trustee for the account of the transferor or the transferor's ancestors, descendants, or spouse; or to a transferee by a trustee or custodian for the account of the transferee or the transferee's ancestors, descendants or spouse;
- (5) to holders of securities of the same class of the same issuer;
- (6) by way of gift or donation inter vivos or on death;
- (7) by or through a broker-dealer licensed under the code (either acting as such or as a finder) to a resident of a foreign state, territory or country who is neither domiciled in this state to the knowledge of the broker-dealer, nor actually present in this state if the sale of such securities is not in violation of any securities law of the foreign state, territory or country concerned;
- (8) to a broker-dealer licensed under the Code in a principal transaction, or as an underwriter or member of an underwriting syndicate or selling group;
- (9) if the interest sold or transferred is a pledge or other lien given by the purchaser to the seller upon a sale of the security for which the Commissioner's written consent is obtained or under this rule not required;
- (10) by way of a sale qualified under Sections 25111, 25112, 25113, or 25121 of the Code, of the securities to be transferred, provided that no order under Section 25140 or Subdivision (a) of Section 25143 is in effect with respect to such qualification;
- (11) by a corporation to a wholly owned subsidiary of such corporation, or by a wholly owned subsidiary of a corporation to such corporation;
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- (15) by the State Controller pursuant to the Unclaimed Property Law or by the administrator of the unclaimed property law of another state if, in either such case, such person (i) discloses to potential purchasers at the sale that transfer of the securities is restricted under this rule, (ii) delivers to each purchaser a copy of this rule, and (iii) advises the Commissioner of the name of each purchaser;
- (16) by a trustee to a successor trustee when such transfer does not involve a change in the beneficial ownership of the securities; provided that any such transfer is on the condition that any certificate evidencing the security issued to such transferee shall contain the legend required by this section.

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*For Value Received, hereby sell, assign and transfer*  
*unto*  
*Shares*  
*represented by the within Certificate, and do hereby*  
*irrevocably constitute and appoint*  
*Attorney*  
*to transfer the said Shares on the books of the within named*  
*Corporation with full power of substitution in the premises.*  
*Dated* *19*  
*In presence of*

NOTICE: THE SIGNATURE OF THIS ASSIGNMENT  
MUST CORRESPOND WITH THE NAME AS WRITTEN UPON THE  
FACE OF THE CERTIFICATE. IN EVERY PARTICULAR, WITHOUT  
ALTERATION OR ENGAGEMENT OR ANY CHANGE WHATSOEVER.