

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3379865

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
JOHN MEZZALINGUA ASSOCIATES, LLC	05/19/2015
RECEIVING PARTY DATA	
Name:	RF INDUSTRIES, LTD.
Street Address:	7610 MIRAMAR ROAD
City:	SAN DIEGO
State/Country:	CALIFORNIA
Postal Code:	92126
PROPERTY NUMBERS Total: 9	
Property Type	Number
Patent Number:	7048579
Patent Number:	7131868
Patent Number:	7029326
Patent Number:	D543948
Patent Number:	8356402
Patent Number:	8112877
Patent Number:	8112876
Patent Number:	7823271
Patent Number:	7972175
CORRESPONDENCE DATA	
Fax Number:	(315)425-2701
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	(315) 425-2886
Email:	IPDocket@HBLaw.com
Correspondent Name:	BARCLAY DAMON LLP
Address Line 1:	ONE PARK PLACE
Address Line 2:	300 SOUTH STATE STREET
Address Line 4:	SYRACUSE, NEW YORK 13202-2078
ATTORNEY DOCKET NUMBER:	JMA-RFI_PURCH_05192015
NAME OF SUBMITTER:	BRIAN A. COLLINS

PATENT

SIGNATURE:	/BRIAN A. COLLINS/
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DATE SIGNED:	06/03/2015
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Total Attachments: 37

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ASSET PURCHASE AGREEMENT

BY AND BETWEEN

JOHN MEZZALINGUA ASSOCIATES, LLC

AND

RF INDUSTRIES, LTD.

DATED

May 19, 2015

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DISCLOSURE SCHEDULE

Schedule 1.1	Assets
Schedule 2.5	Allocation
Schedule 5.5	Existing Orders

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EXHIBITS

Exhibit A	Bill of Sale and Assignment
Exhibit B	IP Assignments
Exhibit C	RF Order
Exhibit D	Joint Announcements

LIST OF DEFINED TERMS

<u>Defined Term</u>	<u>Section</u>
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Ancillary Agreements	2.4(b)(iii)
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Closing	2.1
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Tax, Taxes	5.1(b)

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT is entered into this 19th day of May, 2015, by and between John Mezzalingua Associates, LLC, a Delaware limited liability company ("Seller"), and RF Industries, Ltd., a Nevada corporation ("Buyer").

WITNESSETH:

WHEREAS, Seller is engaged in the business of manufacturing and producing (or having manufactured and produced, as applicable), marketing, selling and distributing the ComPro braided connector product line (the "ComPro Product Line"); and

WHEREAS, Buyer desires to purchase from Seller, and Seller desires to sell to Buyer, all of Seller's right, title and interest in and to certain of the tangible and intangible assets of Seller relating to or used in connection with the ComPro Product Line, all as more fully described below, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and wishing to be legally bound thereby, the parties, intending to be legally bound hereby, agree as follows:

ARTICLE I

PURCHASE AND SALE OF ASSETS

1.1 Purchase and Sale of Assets. Subject to the terms and conditions of this Agreement, Seller hereby sells, conveys, transfers, assigns, grants and delivers to Buyer, and Buyer hereby purchases from Seller, all of Seller's right, title and interest in and to the tangible and intangible assets of Seller listed in Schedule 1.1 attached hereto (the "Assets") free and clear of all liens and encumbrances.

1.2 Excluded Assets. Except as expressly provided in Section 1.1 hereof, Seller is not selling or transferring to Buyer, and Buyer is not purchasing, any other assets of Seller wherever situated and whether or not relating to the ComPro Product Line, including, without limitation, (i) cash or cash equivalents, accounts or notes receivable, prepaid credits, deferred expenses and other working capital items relating to the ComPro Product Line, or (ii) assets that may relate to the ComPro Product Line but are primarily used by Seller or its Affiliates in connection with businesses other than the ComPro Product Line (collectively, the "Excluded Assets"), unless such are listed on Schedule 1.1.

1.3 Excluded Liabilities. Buyer is assuming no liabilities or obligations of Seller relating to the Assets or the ComPro Product Line with respect to the period prior to the date hereof, it being expressly acknowledged and agreed by the parties that all such liabilities and obligations are and shall remain the liabilities and obligations of Seller for all purposes. Excluded liabilities include any product liability claim or any claim based upon any express or implied representation, warranty, agreement or guaranty made by Seller prior to the Closing Date

(as hereafter defined), or by reason of the improper performance or malfunctioning of a product, improper design or manufacture, failure to adequately package, label or warn of hazards or other related product defects of any products manufactured or sold by Seller prior to the Closing Date.

ARTICLE II

CLOSING; CONSIDERATION

2.1 Closing. The consummation of the transactions contemplated by this Agreement (the "Closing") shall take place by the exchange of documents and instruments via mail, courier, email and/or teletype and by wire transfer of funds on the date of execution by the parties of this Agreement (the "Closing Date").

2.3 Deliveries.

(a) Deliveries by the Seller. At the Closing, Seller has delivered to Buyer the following (duly executed by Seller):

- (i) a bill of sale and assignment (the "Bill of Sale") in the form attached hereto as Exhibit A;
- (ii) intellectual property assignments (the "IP Assignments") in the forms attached hereto as Exhibit B; and
- (iii) a receipt for the Purchase Price.

(b) Deliveries by Buyer. At the Closing, Buyer has delivered to Seller the following:

- (i) payment of the Purchase Price;
- (ii) an inventory resale certificate (or similar instrument) for each relevant jurisdiction with respect to the inventory included in the Assets; and
- (iii) an order for the ComPro Product Line (the "RF Order" and together with the documents described in Sections 2.3(a)(i) and (ii), the "Ancillary Agreements") in the form attached hereto as Exhibit C.

2.4 Allocation of Purchase Price. Seller and Buyer agree to allocate the Purchase Price among the purchased Assets as defined in Schedule 2.5 for all purposes (including tax and financial accounting) in accordance with Section 1060 of the Internal Revenue Code. Buyer and Seller shall file all tax returns (including amended returns and claims for refund) and information reports in a manner consistent with such allocation.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF SELLER

The Seller hereby represents and warrants to Buyer that:

3.1 Organization and Good Standing of Seller. Seller is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware, and has all requisite corporate power and authority to own, lease and operate the properties and assets it now owns, leases or operates and to carry on its business as presently conducted.

3.2 Authority, Binding Effect, Performance. Seller has all requisite limited liability company and other power and authority to execute, deliver and perform its obligations under this Agreement and the Ancillary Agreements. The execution, delivery and performance of this Agreement and each Ancillary Agreement by Seller, and the consummation of the transactions contemplated hereby and thereby, have been duly authorized by all necessary corporate action by Seller of Seller, and no other corporate action on the part of Seller is necessary to authorize the execution and delivery of this Agreement or any Ancillary Agreement or the performance of this Agreement or any Ancillary Agreement by Seller and the consummation of the transactions contemplated hereby and thereby. This Agreement and each Ancillary Agreement have been duly executed and delivered on behalf of Seller and constitute the valid and binding obligations of Seller, enforceable against Seller in accordance with their respective terms, subject in each case to applicable bankruptcy, insolvency, reorganization, moratorium, and similar laws affecting creditors' rights and remedies generally, and subject, as to enforceability to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity).

3.3 Title to Assets and Related Matters. Seller has good and marketable title to the Assets, free and clear of any liens and encumbrances. As of the Closing, Seller shall convey to Buyer, and Buyer shall acquire, good and marketable title to the Assets, free and clear of any liens and encumbrances.

3.4 Intellectual Property. As of the date hereof, there are no actions (including any oppositions, interferences or re-examinations) settled, pending or to the actual knowledge of Sellers' Chief Executive Officer, threatened in writing (including in the form of offers to obtain a license): (i) alleging any infringement, misappropriation, dilution or violation of the Intellectual Property (as defined in the IP Assignments) of any person by Seller; (ii) challenging the validity, enforceability, registrability or ownership of any Intellectual Property or Seller's rights with respect to any Intellectual Property; or (iii) by Seller or any other person alleging any infringement, misappropriation, dilution or violation by any person of any Intellectual Property. Seller is not subject to any outstanding or prospective governmental order (including any motion or petition therefor) that does or would restrict or impair the use of any Intellectual Property.

3.5 Condition of Equipment, Tools and Molds. The tangible personal property included in the Assets (including the equipment, tools and molds) are being sold "as is" and without any warranty of merchantability, fitness for a particular purpose, or any other warranty related to the condition or quality of the Assets sold hereby.

3.6 Inventory. All inventory sold by Seller to Buyer hereunder (including the finished goods and components) consists of a quality that is usable and salable in the ordinary course of business consistent with Seller's past practice.

3.7 Sales and Use Tax. Seller has properly analyzed all applicable sales and use tax rules and regulations and collected and remitted all applicable sales and use tax associated with the Asset and historical sales of products from the Intellectual Property.

The foregoing representations and warranties set forth in Article III hereto shall survive for a period of six (6) months from the Closing Date.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby makes the following representations and warranties to Seller:

4.1 Organization and Good Standing of Buyer. Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Nevada and has all requisite corporate power and authority to own, lease and operate its property and assets and to carry on its business as presently conducted.

4.2 Authority, Binding Effect, Performance. Buyer has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement and the Ancillary Agreements. The execution, delivery and performance of this Agreement and each Ancillary Agreement by Buyer, and the consummation of the transactions contemplated hereby and thereby, have been duly authorized by all necessary corporate action by Buyer, and no other corporate action on the part of Buyer is necessary to authorize the execution and delivery of this Agreement or any Ancillary Agreement, or the performance of this Agreement or any Ancillary Agreement by Buyer and the consummation of the transactions contemplated hereby and thereby. This Agreement and each Ancillary Agreement have been duly executed and delivered on behalf of Buyer and constitute the valid and binding obligations of Buyer, enforceable against Buyer in accordance with their respective terms, subject in each case to applicable bankruptcy, insolvency, reorganization, moratorium, and similar laws affecting creditors' rights and remedies generally, and subject, as to enforceability to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity).

ARTICLE V

CERTAIN POST-CLOSING OBLIGATIONS

5.1 Tax Returns and Payments.

(a) Seller shall prepare and file all Federal, state and local returns for all Taxes, as herein after defined (including, without limitation, installment payments for Taxes, interest, penalties, assessments or other deficiencies, governmental charges and duties, if any) due or

claimed to be due on or before the Closing Date by any governmental authority with respect to the Assets and promptly pay all such Taxes when due.

(b) For purposes of this Agreement, the terms "Tax" and "Taxes" shall mean and include any and all foreign, federal, state, local or other income, sales, gross receipts, use, withholding, employment, payroll, social security, real and personal property taxes, stamp duty, customs duty and intangibles tax and all other taxes of any nature, deficiencies, fees or any other governmental charges of whatever nature (including penalties and additions to Tax thereon, penalties for failure to file a return or report and interest on any of the foregoing).

5.2 Further Assurances. Seller shall, at any time and from time to time after the Closing, upon the request and at the expense of Buyer but without further consideration, do, execute, acknowledge, deliver and file, or shall cause to be done, executed, acknowledged, delivered and filed, all such further acts, deeds, transfers, conveyances, assignments or assurances as may be reasonably required by Buyer for transferring, conveying, assigning and reducing to Buyer's possession and use, the Assets.

5.3 Personal Property Taxes. Seller will be liable for all personal property Taxes related to the Assets for periods through the Closing Date, and Buyer will be liable for all personal property Taxes related to the Assets for periods after the Closing Date. Buyer and Seller agree to cooperate with one another following the Closing to provide for such pro-ration, and each party agrees to reimburse the other to the extent any portion of such personal property Taxes which is the responsibility of a party is paid by the other party.

5.4 Transfer Taxes. All transfer, documentary, sales, use, stamp, registration, value added and other such taxes and fees (including any penalties and interest) incurred in connection with this Agreement and the documents to be delivered hereunder shall be borne and paid by the party liable therefor under applicable law when due. No sales or use tax will be collected from Buyer with respect to the transactions contemplated hereby.

5.5 Fulfillment of Orders, Delivery of Assets. Attached hereto as Schedule 5.5 is a list of purchase orders for ComPro products that Seller has received as of the date of this Agreement (the "Existing Orders"). Solely for the limited purpose of fulfilling those Existing Orders, after the date hereof, Seller shall continue to hold and have the right to use all of the Assets, including the intellectual property rights included in the Assets, to manufacture and sell the products comprising the ComPro Product Line (i) with respect to the Existing Orders, and (ii) the RF Order (the Existing Orders and the RF Order are herein collectively referred to as the "ComPro Orders"). For the avoidance of doubt, Seller shall be entitled to keep all of the proceeds from the sale of ComPro products sold by Seller pursuant to the ComPro Orders. Promptly following the fulfillment of the ComPro Orders, Seller will notify Buyer of such fulfillment and Buyer shall remove all remaining tangible Assets from Seller's property at Buyer's sole cost and expense.

5.6 Company Names. Buyer shall not, at any time, use or reference in any manner the Seller's limited liability company name, trade name, or any other similar company identifier, including "JMA". Notwithstanding the foregoing, Buyer shall not be required to remove or alter any references to Seller or its trade name from any inventory or finished goods sold hereunder or under the RF Order, and Buyer may, but is not required to, use or sell such inventory and

finished goods as currently labeled. On and after the Closing Date, Buyer shall not represent that it is, or otherwise hold itself out as being, affiliated with Seller.

ARTICLE VI

MISCELLANEOUS PROVISIONS

6.1 Amendment. This Agreement may not be amended except by a written instrument signed by each of the parties hereto.

6.2 Waiver of Compliance. Except as otherwise provided in this Agreement, any failure of either of the parties to comply with any obligation, covenant or agreement contained herein may be waived only by a written notice from the party entitled to the benefits thereof. No failure by either party hereto to exercise, and no delay in exercising, any right hereunder, shall operate as a waiver thereof, nor shall any single or partial exercise of either right hereunder preclude any other or future exercise of that right by that party.

6.3 Notices. All notices and other communications hereunder shall be deemed given if given in writing and delivered personally, by courier or by facsimile transmission, telexed or mailed by registered or certified mail (return receipt requested), fax, telex or postage fees prepaid, to the party to receive the same at its respective address set forth below (or at such other address as may from time to time be designated by such party to the others in accordance with this Section 7.3):

(a) if to Seller, to:

with copies to:

(b) if to Buyer, to:

with copies to:

All such notices and communications hereunder shall be deemed given when received, as evidenced by the signed acknowledgment of receipt of the person to whom such notice or communication shall have been personally delivered, confirmed answerback or other evidence of transmission or the acknowledgment of receipt returned to the sender by the applicable postal authorities.

6.4 Assignment. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither this Agreement nor any rights, duties or obligations hereunder shall be assigned by any party hereto without the prior written consent of the other and any attempted assignment or transfer without such prior written consent shall be null and void.

6.5 No Third Party Beneficiaries. Neither this Agreement nor any provision hereof nor any Schedule, certificate or other instrument delivered or to be delivered pursuant hereto, nor any agreement to be entered into pursuant hereto nor any provision thereof, is intended to create any right, claim or remedy in favor of, or impose any obligation upon, any person or entity, other than the parties hereto and their respective successors and permitted assigns.

6.6 Expenses. Each party shall pay its own costs and expenses incurred in connection with the transactions contemplated hereby, provided that Buyer will pay all costs associated with registering the assignment of all intellectual property included in the Assets.

6.7 Public Announcements. Other than the joint announcements (the "Joint Announcements") in the forms attached hereto as Exhibit D, it is the intention of the parties that no reports, statements or releases relating to this Agreement or the transactions contemplated hereby shall be made by either party to the general public, the trade, the press or any other third party without the consent of the other party, except as may be required by applicable law, the rules of any securities exchange on which such party's securities are traded or pursuant to any judicial or administrative proceeding wherein such disclosure is mandated or required. Nothing herein shall limit Buyer's ability to disclose this Agreement and the transactions contemplated hereby in any reports that Buyer files with the U.S. Securities and Exchange Commission.

6.8 Brokers and Finders. The parties represent and warrant that no broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

JOHN MEZZALINGUA ASSOCIATES, LLC

By: *Shawn M. Chawo*
Name: Shawn M. Chawo
Title: VICE PRESIDENT, PRODUCT MANAGEMENT

RF INDUSTRIES, LTD.

By: *John Walker*
Name: John Walker
Title: President & CEO

Schedule 1.1

Assets

All of the following finished goods inventory and raw materials in the possession of Seller after fulfillment of all the ComPro Orders:

Finished Goods

Tools

Components

Production Fixtures

*CAD**

Intellectual Property: Patents & Trademarks

Patent/TM Number	Country	Invention/Trademark Title	Issue Date	Status
7048579	US	Compression Connector for Coaxial Cable	05/23/06	Issued
---	DE	(JMA) Compression Connector for Coaxial Cable (ID-1145B-DE)	---	Pending
176781	DK	50 ohm Compression Connector with Deformable Post	08/17/09	Issued
480/DEL/2007	IN	(JMA) Compression Connector for Coaxial Cable (ID-1145B-IN)	---	Pending
7131868	US	Compression Connector for Coaxial Cable	11/07/06	Issued
552737	NZ	50 Ohm Compression Connector	05/13/10	Issued
580898	NZ	50 Ohm Compression Connector	11/06/10	Issued
7029326	US	Compression Connector for Coaxial Cable	04/18/06	Issued
8561	VN	50 Ohm Compression Connector	06/29/10	Issued
D543,948	US	50 Ohm Connector - Design J	06/05/07	Issued
8356402	US	Connector Compression Tool	01/22/13	Issued
8112877	US	Connector Compression Tool	02/14/12	Issued
8112876	US	Method of Compressing a Connector	02/14/12	Issued
7823271	US	Connector Compression Tool	11/02/10	Issued
7972175	US	Coaxial Cable Connector with Threaded Post	07/05/11	Issued
3,233,285	US	COMP PRO	04/24/07	Registered TM

Customer List

Marketing Collateral

Schedule 2.5

Allocation

Below is the allocation of assets as defined in Schedule 1.1:

* Intangible Assets include CAD files, Intellectual Property, Customer List and Marketing Collateral as defined in Schedule 1.1

Schedule 5.5

Existing Orders

Exhibit A

BILL OF SALE AND ASSIGNMENT

This Bill of Sale and Assignment (the "Bill of Sale"), dated as of May [____], 2015, is by and between John Mezzalingua Associates, LLC, a Delaware limited liability company ("Seller"), and RF Industries, Ltd., a Nevada corporation (the "Buyer").

WITNESSETH

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of May [____], 2015 (the "Asset Purchase Agreement") by and between the Seller and Buyer, (i) Seller has agreed to sell, convey, transfer, assign and deliver all of its right, title and interest in and to the Assets, as identified and described in the Asset Purchase Agreement, to the Buyer and (ii) the Buyer has agreed to purchase and acquire such Assets from the Seller, all as more fully described in the Asset Purchase Agreement; and

WHEREAS, pursuant to the Asset Purchase Agreement, the Seller and the Buyer have agreed to enter into this Bill of Sale pursuant to which the Assets will be conveyed by the Sellers to the Buyer in accordance with the Asset Purchase Agreement;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Defined Terms. Capitalized terms which are used but not defined in this Bill of Sale shall have the meanings ascribed to such terms in the Asset Purchase Agreement. This is the "Bill of Sale" referred to in the Asset Purchase Agreement.

2. Assignment. Subject to the terms and conditions of the Asset Purchase Agreement, for, and in consideration of the payment of the Purchase Price, the receipt and sufficiency of which are hereby acknowledged, Seller does hereby sell, convey, transfer, assign and deliver to the Buyer all of Seller's right, title and interest in and to the Assets, including the tangible assets listed on Exhibit A hereto.

3. Condition of the Assets. Except as set forth in the Asset Purchase Agreement, the Seller does not make any express or implied representations, statements, warranties or conditions of any kind or nature whatsoever concerning the Assets being sold, conveyed, transferred, assigned and delivered hereunder.

4. Binding Effect; Assignment. This Bill of Sale and all of the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This Bill of Sale shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the principles of conflict of laws thereof.

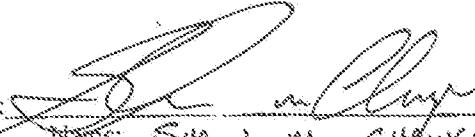
6. Construction. This Bill of Sale is delivered pursuant to and is subject to the Asset Purchase Agreement. In the event of any conflict between the terms of the Asset Purchase Agreement and the terms of this Bill of Sale, the terms of the Asset Purchase Agreement shall prevail.

7. Counterparts. This Bill of Sale may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, this Bill of Sale has been duly executed and delivered by the duly authorized officer of the parties hereto as of the date first above written.

JOHN MEZZALINGUA ASSOCIATES, LLC

By: 
Name: Shawn M. Chawgo
Title: VICE PRESIDENT, PRODUCT MANAGEMENT

RF INDUSTRIES, LTD.

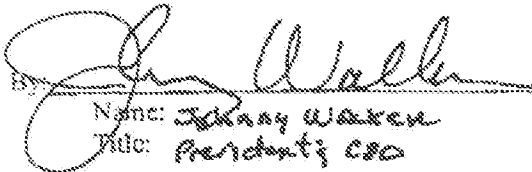
By: 
Name: Johnny Warden
Title: President; CEO

Exhibit B

INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), is made this ___ day of May, 2015, by and between John Mezzalingua Associates, LLC, a Delaware limited liability company ("Seller") and RF Industries, Ltd., a Nevada corporation (the "Buyer"). (The Buyer and the Seller are collectively the "Parties"; each a "Party.")

RECITALS

WHEREAS, Seller and Buyer are parties to a certain Asset Purchase Agreement, dated as of the date hereof (the "Asset Purchase Agreement"), pursuant to which Seller has sold to Buyer, among other things, certain intellectual property owned by Seller that is used in the business of manufacturing, producing marketing, selling and distributing the ComPro Product Line Assets; and

WHEREAS, capitalized terms used in this Assignment without definition have the respective meanings given to them in the Asset Purchase Agreement; and

WHEREAS, Seller is the sole owner of all right, title and interest in and to the inventions disclosed and claimed by the patents and patent applications listed on Schedule 1.1 of the Asset Purchase Agreement (collectively, the "Patents"); and

NOW THEREFORE, in consideration of the foregoing premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

AGREEMENT

1. Assignment and Transfer of Patents. The Seller hereby permanently and irrevocably sells, grants, assigns, transfers, conveys, sets over and quit claims to Buyer, to the fullest extent possible, the entire right, title and interest in and to the Patents and in and to any and all divisions, continuations and continuations-in-part of all applications therefor, and any and all letters patent in the United States and all foreign countries which may be granted for and on the Patents, and all reissues, reexaminations and extensions of said letters patent, and all rights corresponding to such Patents in foreign countries throughout the world (including, without limitation, the right to claim priority based on the filing dates of the Patents, or any applications therefor, under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, the European Patent Convention, and all other treaties of like purposes, and the right to apply in all countries throughout the world in its own name or any other name (other than the name of Seller) for patents, utility models, design registrations and like rights of exclusion and for inventors' certificates for such inventions and

improvements), all rights to be held and enjoyed by Buyer, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which letters patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Seller had this sale and assignment not been made, and all royalties and damages now and later due and payable with respect thereto, including without limitation, all rights to sue for past infringements of such Patents, together with all claims for damages or any other payments by reason of past, present or future infringements, with the right to sue for and collect the same for Buyer's own use and enjoyment of Buyer's successors, legal representatives and assigns.

2. Asset Purchase Agreement Governs. In the event of any inconsistencies or ambiguities between this Assignment and the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall govern.
3. Cooperation and Further Documentation. Seller agrees at any time hereafter to execute and deliver, without any further consideration, any such other assignments, instruments and/or documents as Buyer deems to be necessary or desirable to render this assignment in compliance with the local laws of any jurisdiction, or to confirm, effectuate, memorialize or record anywhere in the world the assignment of rights set forth herein. Seller further agrees to cooperate with Buyer at Buyer's expense in any other manner as may be reasonably required by Buyer to vest all rights, title, and interest in and to the Patents and Copyrights to Buyer and to effectuate the purpose and intent of this Assignment
4. Filing in Patent Offices. Copies of this document may be filed in one or more counterparts in the patent offices of any jurisdictions where patents and/or patent applications are filed or may hereafter exist. The directors of such offices are instructed to issue any letters patent and/or similar certificates and/or to send any communications from and after the Closing to Buyer at such addresses as Buyer may designate.
5. Uniqueness and Remedies. The Parties agree and acknowledge that the Patents, and the goodwill, rights, and privileges flowing from the Patents, are of a special, unique, unusual, extraordinary and intellectual character that gives them a peculiar value, the loss of which would cause irreparable injury that could not be reasonably or adequately compensated in connection with damages asserted in an action at law. In light of the foregoing, the Parties agree and acknowledges that monetary relief would not be an adequate remedy for a breach or threatened breach by a Party of the provisions of this Assignment and that the Buyer shall be entitled to the enforcement of this Assignment by injunction, specific performance or other equitable relief, without prejudice to any other rights and remedies that the Parties, or either of them, may have. If a Party resorts to equitable relief for breach or threatened breach of any provision of this Assignment, it shall not be construed to be a waiver of any other rights or

remedies that the Party may have for damages or otherwise.

6. Counterparts. This Assignment may be executed in two or more counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, the Parties have caused this Assignment to be duly executed as of the date first written above.

JOHN MEZZALINGUA ASSOCIATES, LLC

By: *Shawn M. Chang*
Name: Shawn M. Chang
Title: Vice President, Product Management

RF INDUSTRIES, LTD.

By: *John Walker*
Name: John Walker
Title: President & CEO

Exhibit C

RF ORDER

Exhibit D

JOINT ANNOUNCEMENTS

RF Industries, Ltd. Purchases Innovative Connector Technology for Braided Cables from JMA Wireless

RF Industries, Ltd. (NASDAQ: RFIL) announces the purchase of the ComPro braided product line (ComPro Product Line) from JMA Wireless. JMA retains all of its compression connector product lines for corrugated cables. The ComPro Product Line utilizes a patented compression technology that offers revolutionary advantages for a water-tight connection, easier installation, and improved system reliability on braided cables. The ComPro Product Line is used by wireless network operators, installers and distributors in North America and other parts of the world. Included in the purchase is inventory, designs, intellectual property, rights to manufacture and sell the ComPro Product Line.

Johnny Walker, CEO/President of RF Industries states "This acquisition expands RFI's braided connector offerings to large telecommunication firms and our current customer base by providing a quality proven, best-in-class patented product."

Comments by Shawn Chawgo, VP of Product Management at JMA Wireless "Within our broader line of corrugated connector and jumper products we felt this connector series for LMR type braided cables did not fit with our current customer base and direct selling model. It better aligns with a distribution oriented model and customer base that RF Industries services very well."

About JMA Wireless

JMA Wireless is the leading global innovator in mobile wireless connectivity solutions that assure infrastructure reliability, streamline service operations, and maximize wireless performance. Employing powerful, patented innovations their solutions portfolio is proven to lower the cost of operations while ensuring lifetime quality levels in equipment and unrivaled performance for coverage and high-speed mobile data. JMA Wireless solutions cover macro infrastructure, outdoor and indoor distributed antenna systems and small cell solutions. JMA Wireless corporate headquarters are located in Liverpool, NY, with manufacturing, R&D, and sales operations in over 20 locations worldwide. For more information see jmawireless.com
About RF Industries

RF Industries is a leading designer and manufacturer of innovative interconnect products and complex cable assemblies across diversified, high growth markets including wireless carriers & infrastructure, medical and industrial. The Company's products include RF connectors, coaxial and custom cable assemblies, fiber optic cables, wiring harnesses and medical wiring. The Company's connectivity products are used throughout the growing and evolving wireless infrastructure. Through its newly acquired Comnet Telecom Supply, Inc. subsidiary, the Company also manufactures and sells other cabling technologies and data center equipment solutions. The Company has reported 21 consecutive years of profitability and is headquartered in San Diego, California with operations in Las Vegas, Nevada, Yaphank, New York, and East Brunswick, New Jersey. Please visit the RF Industries website at www.rfindustries.com.