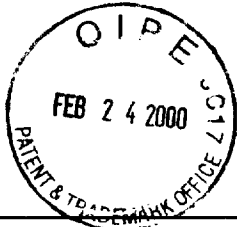


MRD
2-24-00



03-31-2000



101302490
TRADEMARKS ONLY

HEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

FORM PTO-1594
1-31-92

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Watkins-Johnson Company

- Individual(s)
- General Partnership
- Corporation - State California
- Other _____

Additional name(s) of conveying party(ies) attached? Yes No

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

Name: Canadian Imperial Bank of Commerce

Internal Address: _____

Street Address: 425 Lexington Avenue

City: New York

State: New York Zip: 10017

3. Nature of Conveyance:

- Assignment
- Security Agreement
- Other _____

Execution Date: January 31, 2000

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation - State _____
- Other A Canadian Chartered Bank

If assignee is not domiciled in the U.S., a domestic representative designation is attached: Yes No
(Designation must be a separate document from Assignment)

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

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

A. Trademark Application No.(s)

72 259872
74/614,565
75/218,531
75/632,158

B. Trademark Registration No.(s)

856,401	1,042,169	2,149,141
866,185	1,125,749	
866,186	1,127,449	
1,015,706	1,127,448	
1,015,705	1,462,638	
1,041,669	1,478,459	
1,041,670	1,553,596	

Additional numbers attached? Yes No

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

Name: Maria S. Swiatek
Internal Address: FLEHR HOHBACH TEST
ALBRITTON & HERBERT, LLP

Street Address: SUITE 3400
FOUR EMBARCADERO CENTER

City: SAN FRANCISCO

State: CA Zip: 94111-4187

6. Total number of applications and registrations involved: [19]

7. Total fee (37 CFR 3.41):.....\$ 760.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: 06-1300

Please debit any underpayment or credit any overpayment to the above deposit account.

Our Order No. G-63687-10/AJT/MSS
(Attach duplicate of this page if paying by deposit account)

DO NOT USE THIS SPACE

03/30/2000 DNGUYEN 00000010 259872

01 FC:481 40.00 DP
02 FC:482 450.00 DP

TRADEMARK
REEL: 002041 FRAME: 0720

RepIn. Ref: 03/30/2000 DNGUYEN 0000405600
DOI# 061300 Name/Number 259872
FC: 704 \$270.00 CR

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.

Maria S. Swiatek, Reg. No. 37,244
Name of Person Signing


Signature

January 31, 2000
Date

Total number of pages including cover sheet, attachments and document: []

OMB No.

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

**Commissioner of Patents and Trademarks
Box Assignments
Washington, DC 20231**

File No. G-63687-10/AJT/MSS

1004073

**TRADEMARK
REEL: 002041 FRAME: 0721**

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, WATKINS-JOHNSON COMPANY, a California corporation (**"Grantor"**), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, Watkins-Johnson Company, a California corporation (**"Borrower"**), has entered into a Credit Agreement dated as of January 31, 2000 (said Credit Agreement, as it may heretofore have been and as it may hereafter be amended, supplemented, restated or otherwise modified from time to time, being the **"Credit Agreement"**) with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the **"Lenders"**), Canadian Imperial Bank of Commerce, as Administrative Agent for the Lenders (in such capacity, **"Secured Party"**), BT Commercial Corporation, as syndication agent for Lender (in such capacity, the **"Syndication Agent"**) and as co-arranger (in such capacity, the **"Co-Arranger"**), IBM Credit Corporation, as co-agent (in such capacity, the **"Co-Agent"**) and CIBC World Markets Corp., as lead Arranger and bookrunner (in such capacity, the **"Lead Arranger"**), pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Borrower; and

WHEREAS, Borrower may from time to time enter, or may from time to time have entered, into one or more Interest Rate Agreements (collectively, the **"Lender Interest Rate Agreements"**) with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Interest Rate Agreements are entered into (in such capacity, collectively, **"Interest Rate Exchangers"**); and

WHEREAS, pursuant to the terms of a Security Agreement dated as of January 31, 2000 (as amended, supplemented or otherwise modified from time to time, the **"Security Agreement"**), among Grantor, Secured Party and the other grantors named therein, Grantor has agreed to create in favor of Secured Party a secured and protected interest in, and Secured Party has agreed to become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, Grantor hereby grants to Secured Party, for the benefit of the Lenders, Administrative Agent, Syndication Agent, Co-Arranger, Co-Agent and the Interest Rate Exchangers, a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the **"Trademark Collateral"**):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and

applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks specifically identified in Schedule A) (collectively, the **“Trademarks”**), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications specifically identified in Schedule A) (the **“Trademark Registrations”**), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries (the **“Trademark Rights”**), and all goodwill of such Grantor’s business symbolized by the Trademarks and associated therewith (the **“Associated Goodwill”**); and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term **“proceeds”** includes whatever is receivable or received when Trademark Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.


Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include, and Grantor shall be not deemed to have granted a security interest in, any of Grantor’s rights or interests in any license, contract or agreement to which Grantor is a party or any of its rights or interests thereunder to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement or otherwise, result in a breach of the terms of, or constitute a default under any license, contract or agreement to which Grantor is a party; provided, that immediately upon the ineffectiveness, lapse or termination of any such provision, the Trademark Collateral shall include, and Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

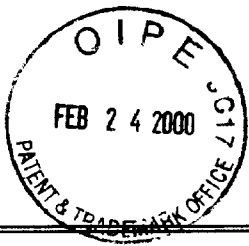
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IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the __ day of January, 2000.

WATKINS-JOHNSON COMPANY

By: 

Malcolm Caraballo
President and Chief Executive Officer



**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

Trademark Description	Serial No./ Filing Date	Registration No./ Registration Date	Foreign Countries
WJ & DESIGN		Reg. 856,401 Issued 09/10/68	
WJ & DESIGN		Reg. 111242 Issued 04/12/67	Belgium
WJ & DESIGN	SN 301,929 Filed 01/10/67	Reg. 154,299 Issued 11/24/97	Canada
WJ & DESIGN	W19001/22BWZ Filed 01/02/67	Withdrawn	Germany
WJ & DESIGN	SN 903563 Filed 12/30/66	Abandoned	U.K.
WJ & DESIGN	SN 163239 Filed 09/03/86	Abandoned	Netherlands
WJ & DESIGN	SN 2507/1967 Filed 01/17/67	Reg. 1,237,636 Issued 12/03/76	Japan
WJ & DESIGN	SN 08-136910 Filed 12/04/96	Reg. 4137198 Issued 04/17/98	Japan
WJ & DESIGN	SN 5502/66 Filed 12/28/66	Reg. 120,792 Issued 08/25/67	Sweden
WJ & DESIGN	SN 2212 Filed 04/11/67	Reg. 356,515 Issued 04/10/87	Switzerland
WJ & DESIGN	SN 544,980 Filed 09/03/71	Reg. 53,238 Issued 09/03/86	Benelux
WJ & DESIGN	SN 312,973 Filed 03/08/76	Reg. 312,973 Issued 03/08/76	India
WJ & DESIGN	SN 65504 Filed 03/14/76	Reg. 44579 Issued 03/14/76	Iran
WJ & DESIGN	SN 41726 Filed 01/11/76	Reg. 41726 Issued 01/11/76	Israel
WJ & DESIGN	SN 844,849 Filed 03/16/87	Reg. 1,398,886 Issued 03/16/87	France
WJ & DESIGN	SN 33747C/87 Filed 04/03/87	Reg. 537,687 Issued 12/21/90	Italy
WATKINS-JOHNSON	SN 259,870	Reg. 866,185 Issued 03/11/69	
WATKINS-JOHNSON	SN 903562 Filed 12/30/66	Abandoned	U.K.

Trademark Description	Serial No./ Filing Date	Registration No./ Registration Date	Foreign Countries
WATKINS-JOHNSON		Reg. 111,239 Issued 04/12/67	Belgium
WATKINS-JOHNSON	SN 301,932 Filed 01/10/67	Reg. 164,962 Issued 09/05/69	Canada
WATKINS-JOHNSON	SN W19000/22BWZ Filed 01/02/67	Reg. 879,087 Issued 01/02/67	Germany
WATKINS-JOHNSON	SN 163240 Filed 02/17/67	Reg. 09/03/86 (Abandoned in favor of 21828-2-10 in benelux)	Netherlands
WATKINS-JOHNSON	SN 212598/1981 Filed 01/17/67	Reg. 928372 Issued 09/10/71 (Abandoned)	Japan
WATKINS-JOHNSON	SN 5499/1966 Filed 12/28/66	Reg. 856,400 Issued 09/10/68 Abandoned	Sweden
WATKINS-JOHNSON	SN 2493 Filed 04/11/67	Reg. 356,479 Issued 04/11/67	Switzerland
WATKINS-JOHNSON	SN 544,981 Filed 09/03/71	Reg. 053,239 Issued 09/03/86	Benelux
WATKINS-JOHNSON	SN 312,974 Filed 03/08/76	Reg. 312,974 Issued 03/08/76	India
WATKINS-JOHNSON	SN 65505 Filed 03/13/76	Abandoned	Iran
WATKINS-JOHNSON	SN 41727 Filed 01/11/76	Reg. 41727 Issued 01/11/76	Israel
WATKINS-JOHNSON	SN 844,848 Filed 03/16/87	Reg. 1,398,885 Issued 03/16/87	France
WATKINS-JOHNSON	SN 33746C/87 Filed 04/03/87	Reg. 506,363 Issued 03/22/89	Italy
WATKINS-JOHNSON WJ (AND DESIGN)		Reg. 866,186 Issued 03/11/69	
WATKINS-JOHNSON WJ (AND DESIGN)		Reg. 11241 Issued 04/12/67	Belgium
WATKINS-JOHNSON WJ (AND DESIGN)	SN 301,930 Filed 01/10/67	Reg. 167,687 Issued 01/30/70	Canada
WATKINS-JOHNSON WJ (AND DESIGN)	SN W19002/22BWZ Filed 01/02/67	Reg. 878,116 Issued 01/02/87	Germany
WJ WATKINS-JOHNSON & DESIGN	SN 903564 Filed 12/30/66	Abandoned	U.K.

Trademark Description	Serial No./ Filing Date	Registration No./ Registration Date	Foreign Countries
WJ WATKINS-JOHNSON &DESIGN	Filed 02/17/67	Reg. 163241 Issued 09/03/86 (Abandoned)	Netherlands
WJ WATKINS-JOHNSON & DESIGN	SN 2509/1967 Filed 01/17/67	Abandoned	Japan
WATKINS-JOHNSON WJ (AND DESIGN)	SN 5500/66 Filed 12/28/66	Reg. 121,677 Issued 12/01/67	Sweden
WATKINS-JOHNSON WJ (AND DESIGN)	SN 2213 Filed 04/11/67	Reg. 356517 Issued 04/11/67	Switzerland
WATKINS-JOHNSON WJ (AND DESIGN)	SN 544982 Filed 09/03/71	Reg. 053240 Issued 09/03/86	Benelux
WATKINS-JOHNSON WJ (AND DESIGN)	SN 312975 Filed 03/08/76	Reg. 312975 Issued 03/08/76	India
WJ WATKINS-JOHNSON AND DESIGN	SN 65503 Filed 03/13/76	Abandoned	Iran
WATKINS-JOHNSON WJ (AND DESIGN)	SN 41728 Filed 01/11/76	Reg. 41728 Issued 01/11/76	Israel
WATKINS-JOHNSON WJ (AND DESIGN)	SN 844847 Filed 03/16/87	Reg. 1398884 Issued 03/16/87	France
WATKINS-JOHNSON WJ (AND DESIGN)	SN 33745C/87 Filed 04/03/87	Reg. 537688 Issued 12/21/90	Italy
WATKINS-JOHNSON WJ (AND DESIGN)	SN 259872 Filed 12/02/66	Expired 11/03/92	
WATKINS-JOHNSON WJ (AND DESIGN)	SN Filed	Reg. 11240 Issued 04/12/67	Belgium
WATKINS-JOHNSON WJ (AND DESIGN)	SN 301931 Filed 01/10/67	Reg. 167688 Issued 01/30/70	Canada
WATKINS-JOHNSON WJ (AND DESIGN)	SN W18999/22BWZ Filed 01/02/67	Reg. 879086 Issued 01/02/67	Germany
WATKINS-JOHNSON WJ (AND DESIGN)	SN 903565 Filed 12/30/66	Abandoned	U.K.
WATKINS-JOHNSON WJ (AND DESIGN)	Filed 02/17/67	Reg. 163242 Issued 09/03/86 (Abandoned)	Netherlands
WATKINS-JOHNSON WJ (AND DESIGN)	SN 2508/1967 Filed 01/17/67	Abandoned	Japan
WATKINS-JOHNSON WJ (AND DESIGN)	SN 5501/66 Filed 12/28/66	Reg. 121678 Issued 12/01/67	Sweden
WATKINS-JOHNSON WJ (AND DESIGN)	SN 2214 Filed 04/11/67	Reg. 356516 Issued 04/11/67	Switzerland

Trademark Description	Serial No./ Filing Date	Registration No./ Registration Date	Foreign Countries
WATKINS-JOHNSON WJ (AND DESIGN)	SN 544983 Filed 09/03/71	Reg. 053241 Issued 09/03/86	Benelux
WATKINS-JOHNSON WJ (AND DESIGN)	SN 844846 Filed 03/16/87	Reg. 1398883 Issued 03/16/87	France
WATKINS-JOHNSON WJ (AND DESIGN)	SN 33748C/87 Filed 04/03/87	Reg. 506362 Issued 03/22/89	Italy
LAMINARFLO		Reg. 1,015,706 Issued 07/15/75 (Abandoned)	
LAMINARFLO		Reg. 1,015,705 Issued 07/15/75 (Abandoned)	
WJ and Design	SN 73/053,019 Filed 05/21/75	Reg. 1,041,669 Issued 06/22/76	
WJ & DESIGN (WHITE ON BLACK)	SN 28521/92 Filed 10/12/92	Reg. 281023 Issued 12/08/93	S. Korea
WATKINS JOHNSON	SN 73/053,020 Filed 05/21/75	Reg. 1,041,670 Issued 06/22/76	
WATKINS-JOHNSON	SN 28522/92 Filed 10/12/92	Reg. 281024 Issued 12/08/93	S. Korea
WATKINS-JOHNSON and Design	SN 73/053,018 Filed 05/21/75	Reg. 1,042,169 Issued 06/29/76	
WJ WATKINS-JOHNSON & DESIGN	SN 28520/92 Filed 10/12/92	Reg. 281022 Issued 12/02/93	S. Korea
ADATE	SN 152366 Filed 12/16/77	Reg. 1,116,847 Issued 04/24/79	Do not renew per client 02/03/99
ADATE & Design	SN 152367 Filed 12/16/77	Reg. 1,125,749 Issued 10/09/79 Abandoned per client 08/02/99	
ALMA		Reg. 1,127,449 Issued 12/11/79 (abandoned)	
ALMA & Design		Reg. 1,127,448 Issued 12/11/79 (abandoned)	
VERSAPAC and Design	SN 73/652,088 Filed 03/30/87	Reg. 1,462,638 Issued 10/27/87 Abandoned	
MULTIPAC and Design	SN 73/671,570 Filed 07/13/87	Reg. 1,478,459 Issued 03/01/88 Abandoned	

Trademark Description	Serial No./ Filing Date	Registration No./ Registration Date	Foreign Countries
SANSKRIT	SN 73/771,021 Filed 12/22/88	Reg. 1,553,596 Issued 08/29/89 Abandoned per client letter 10/20/98	
SANSKRIT	SN 63-141215 Filed 12/14/88	Abandoned	Japan
SANSKRIT	SN 26407/88 Filed 11/30/88	Reg. 195770 Issued 07/06/90 Abandoned per client letter 10/20/98	S. Korea
SANSKRIT	SN 77-056516 Filed 12/08/88	Reg. 450767 Issued 08/16/89 Abandoned per client letter 10/20/98	Taiwan
SANSKRIT	SN W38715/9WZ Filed 12/07/88	Reg. 1141315 Issued 06/15/89 Abandoned per client letter 10/20/98	Germany
SANSKRIT	SN 71091 Filed 12/18/88	Abandoned	Israel
BASE2 and Design	SN 74/614,565 Filed 12/23/94	Abandoned in favor of TA-21828-25	
BASE (2) AND DESIGN	1993972 08/04/95	Abandon per client letter 06/26/98	Argentina
BASE (2) AND DESIGN	818908408 11/17/95	Abandon per client letter 06/26/98	Brazil
BASE2 DESIGN	826522 10/22/96	Abandoned	Canada
BASE (2) AND DESIGN	324675 11/02/95	Abandon per client letter 06/26/98	Chile
BASE (2) AND DESIGN	950122675 09/28/95	993954 04/28/97	China
BASE (2) AND DESIGN	30600/95 08/08/95	Abandon per client letter 06/26/98	S. Korea
BASE (2) AND DESIGN	241075 08/24/95	519903 03/29/96	Mexico
BASE (2) AND DESIGN	104015 11/16/95	Abandon per client letter 06/26/98	Philippines
BASE (2) AND DESIGN	96714165 10/23/96	Abandon per client letter 06/26/98	Russian Fed.
BASE (2) AND DESIGN	85-054367 10/24/96	Abandon per client letter 06/26/98	Taiwan

Trademark Description	Serial No./ Filing Date	Registration No./ Registration Date	Foreign Countries
THE WIRELESS EDGE	SN 75/218,531 Filed 12/26/96	Pending	
BASE2 and Design	SN 75/244,809 Filed 02/20/97	US 2,149,141 Reg. 04/07/98	
STREAM	SN 75/632,158 Filed 01/27/99		