

08-21-2001



101817652

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New 08/12/01
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Effective Date
Month Day Year
6/10/00
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year
6/10/00

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

08/21/2001 GTON11 00000065 162500 75639580

FOR OFFICE USE ONLY

01 FC: 81 40.00 CH
02 FC: 82 75.00 CH

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="75639580"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="2165434"/>	<input type="text" value="2150284"/>	<input type="text" value="2219142"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes No

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. Charges to deposit account are authorized, as indicated herein.

Gregg Reed, Esq.

8/2/01

Name of Person Signing

Signature

Date Signed

BILL OF SALE, ASSIGNMENT AND ASSUMPTION

THIS BILL OF SALE, ASSIGNMENT AND ASSUMPTION (this "Assignment") made this 10 date of June, 2000 by and between COMTECH TELECOMMUNICATIONS CORP., a Delaware corporation ("Comtech"), and ADAPTIVE BROADBAND CORPORATION, a Delaware corporation ("Adaptive"), is hereby entered into for good and valuable consideration, the receipt of which is hereby acknowledged by the parties hereto.

RECITATIONS

WHEREAS, Adaptive is a party to the Asset Purchase Agreement dated May 26, 2000 between Comtech and Adaptive (the "Purchase Agreement").

WHEREAS, the Purchase Agreement contemplated that Adaptive and Comtech will enter into this Assignment as part of the actions to be taken by Adaptive, in connection with the consummation of the transactions under the Purchase Agreement, for the sale and assignment of the Assets, as defined in the Purchase Agreement; and

WHEREAS, Comtech desires to assume and to agree to pay, discharge or perform, as appropriate, and to indemnify and hold Adaptive harmless from each and every Assumed Liability, as defined in the Purchase Agreement.

NOW, THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, the parties hereto do hereby agree as follows:

- 1. Assignment and Bill of Sale.** Adaptive hereby grants, bargains, sells, conveys, transfers and assigns to Comtech, its successors and assigns forever, all of Adaptive's right, title and interest (and without warranty or representation as to the extent of such right, title and interest, except as may be provided in the Purchase Agreement) in the Assets and any and all other documents, instruments and agreements executed and delivered pursuant thereto and in connection therewith.
- 2. Assumption.** Comtech accepts such assignment and hereby assumes and agrees to pay, perform and discharge, as appropriate, and to indemnify and hold Adaptive harmless from each and every Assumed Liability.
- 3. Further Assurances.** Adaptive hereby agrees to take any and all action, including, without limitation, the execution, acknowledgment and delivery of any and all documents which Comtech may reasonably request in order to effect the intent and purposes of this Assignment and the transactions contemplated hereby.

4. Governing Law. This Assignment shall be governed by and construed and enforced in accordance with the internal law of the State of California without reference to the principles of the conflicts of law.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the day and year first written above.

COMTECH TELECOMMUNICATIONS CORP.

By: JPA [Signature]

Name:

Title:

ADAPTIVE BROADBAND CORPORATION

By: _____

Name:

Title:


4. **Governing Law.** This Assignment shall be governed by and construed and enforced in accordance with the internal law of the State of New York without reference to the principles of the conflicts of law.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the day and year first written above.

COMTECH TELECOMMUNICATIONS CORP.

By: _____
Name:
Title:

ADAPTIVE BROADBAND CORPORATION

By:  _____
Name: *Donne S. Birks*
Title: *SVP+CEO*