

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

Date of Report(Date of earliest event reported): October 31, 1997

KVH Industries, Inc.
(Exact name of Registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

05-0420589
(I.R.S. Employer
Identification No.)

50 Enterprise Center, Middletown, Rhode Island 02842
(Address of principal executive offices) (Zip code)

(401) - 847 - 3327
(Registrant's telephone number including area code)

Not applicable
(Former name and former address, if changed since last report)

Item 2. ACQUISITION OR DISPOSITION OF ASSETS

On November 3, 1997, the Company entered into an agreement acquiring the tangible and intangible assets of Andrew Corporation's Sensor Products product line. The consideration the Company paid to acquire the sensor products assets was approximately \$1.8 million in cash and warrants to purchase 50,000 shares of the Company's common stock at a price of \$8.00 per share. The assets purchased include physical inventories, fixed assets utilized in the manufacture of both raw fiber and sensor components and ninety patents, made up of sixty-four issued patents and twenty-six pending patents. The consideration paid for the acquisition of the sensor products assets was arrived at based upon the book value of the assets acquired, as recorded by Andrew Corporation. The source of the funds to purchase the sensor products assets was the Company's internal cash balances. The Company intends to utilize the assets acquired to continue to manufacture fiber optic gyroscope ("FOG") based sensor systems and components. The acquisition of FOG technology allows the Company's to enhance current product offerings providing improved antenna tracking and enhanced navigational accuracy.

A copy of the purchase agreement and common stock purchase warrant are attached hereto as Exhibit 2 and Exhibit 99 incorporated herein by reference.

Item 7. FINANCIAL STATEMENTS, PRO FORMA FINANCIAL INFORMATION AND EXHIBITS.

The Company will provide the financial statements by amendment to the initial filing of the Current Report on Form 8-K within sixty days of the date of this report if it is determined that the asset acquisition meets the "significance" test.

(C) Exhibits

Exhibit Number	Exhibit
EX-2	Asset Purchase Agreement between KVH Industries, Inc. and Andrew Corporation Dated as of October 30, 1997
EX-99	Common Stock Purchase Warrant

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

KVH Industries, Inc.

November 14, 1997
Date

By: /S/Richard C. Forsyth
Richard C. Forsyth
Chief Financial and Accounting Officer

EXHIBIT INDEX

Exhibit Number

Exhibit

EX-2 Asset Purchase Agreement between KVH Industries, Inc. and
 Andrew Corporation Dated as of October 30, 1997

EX-99 Common Stock Purchase Warrant

Exhibit 2 - ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT is entered into as of October 30, 1997 (the "Agreement") between KVH Industries, Inc., a Delaware corporation ("Buyer"), and Andrew Corporation, a Delaware corporation ("Seller").

RECITALS:

A. Seller is engaged in, among other things, the design, manufacture and sale of optical fiber, fiber optic gyroscopes and other fiber optic products and services using proprietary designs and equipment and proprietary optical fiber (the "Sensor Products Business").

B. Buyer desires to purchase from Seller, and Seller desires to sell to Buyer, certain of the assets and properties of the Sensor Products Business on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, Buyer and Seller agree as follows:

I. SALE AND PURCHASE OF SENSOR PRODUCTS BUSINESS.

1. 1. Purchased Assets. On the terms and subject to the conditions of this Agreement, Seller shall sell to Buyer and Buyer shall purchase from Seller the following assets and properties owned by Seller and used in connection with the Sensor Products Business, as such assets and properties exist on the Closing Date (collectively, the "Purchased Assets"):

(a) Tangible Assets. All machinery, equipment (including spare parts), data processing hardware, furniture, fixtures, capital expenditures in process, models, prototypes and similar tangible personal properties used in the conduct of the Sensor Products Business and located in Seller's Orland Park, Illinois and St. Petersburg, Florida facilities, including the assets identified on the attached Schedule II(a) (the "Tangible Assets");

(b) Inventory. All inventories consisting of raw materials, work in process, finished goods, service parts and supplies owned, produced or otherwise acquired by Seller that are used or intended to be used in the conduct of the Sensor Products Business, including the inventory identified on the attached Schedule 1. 1 (b) (the "Inventory");

(c) Receivables. All trade accounts and notes receivable generated by the conduct of the Sensor Products Business owed to Seller by third parties (but not by Affiliates of Seller, as hereinafter defined) including the trade accounts and notes receivable identified on the attached Schedule 1. I (c) (collectively, the "Receivables");

(d) Proprietary Rights. The Patents and Relevant Technology described in the Technology Rights Agreement referred to in Section 2.2(c)(i) and the trademarks, service marks, logos and trade names listed on the attached Schedule I. I (d) (collectively, the "Proprietary Rights"), together with all goodwill associated therewith, and all copyrights, software (and related licenses), technology, trade secrets, know-how, customer lists, formulas, processes, designs, developments and confidential Sensor Products Business information, whether or not patented or patentable, developed, acquired, used or possessed by or for Seller in connection with the Products Business;

(e) Executory and Other Agreements. The rights of Seller under the agreements, contracts, leases, commitments or obligations described in the attached Schedule 1.1(e) and the rights of Seller pursuant to any license to or from Seller of any Proprietary Rights and all agreements under which any current or former employee of the Sensor Products Business or any entity is obligated not to disclose or use other than for Seller's benefit confidential information of Seller relating to the Sensor Products Business and to disclose and transfer to Seller inventions made by such person or entity relating to the Sensor Products Business; and

(f) Other Assets. All other assets specifically related to the Sensor Products Business.

1.2. Excluded Assets. Anything in Section 1. I to the contrary notwithstanding, the Purchased Assets shall not include the following (collectively, the "Excluded Assets"):

(a) Cash. All cash, cash equivalents, negotiable instruments, bank accounts, certificates of deposit, investment securities, commercial paper and any other marketable securities or similar investments of Seller;

(b) Leased Equipment. The vehicles, office equipment and other leased

equipment, the leases of which Buyer has advised Seller in writing that it does not intend to assume;

(c) Fixtures, etc. Fixtures and general purpose business and office equipment not specifically related to the Sensor Products Business;

(d) Corporate Records. All corporate minute books, stock transfer books, corporate seals and other corporate rights and franchises of Seller;

(e) Prepaids. All rights in connection with any deposits and prepaid expenses made by Seller; and

(f) Insurance Rights. All claims, rights or causes of action whatsoever under any insurance policies maintained by or for the benefit of Seller or with respect to the Sensor Products Business.

II. PURCHASE PRICE AND CLOSING.

2.1. Purchase Price. The purchase price ("Purchase Price") of the Purchased Assets shall consist of:

(a) Cash. An amount in cash equal to \$1,850,000, less

(i) the liability for accrued vacation benefits assumed by Buyer pursuant to Section 3.2(b);

(ii) the amount, if any, by which salable Inventory is less than \$1,220,000;

(iii) the amount, if any, by which Receivables are less than \$196,000;

(iv) the amount, if any, by which the net book value of the Tangible Assets is less than \$365,000 (the amount so determined being hereinafter referred to as the "Cash Purchase Price"); and

(b) Warrant. A warrant in substantially the form of the attached Exhibit A (the "Warrant") for the purchase of 50,000 shares of Buyer's common stock at an initial exercise price of \$8.00 per share.

2.2. Closing. The consummation of the transactions contemplated herein (the "Closing") shall take place at 10:00 A.M., local time, on the date of this Agreement at the offices of Gardner, Carton & Douglas, 321 North Clark Street, Chicago, Illinois, or at such other time or place as shall be agreed upon by Buyer and Seller. The time and date on which the Closing is actually held is referred to herein as the "Closing Date." The Closing shall be effective on and after the opening of business on the Closing Date and risk of any loss with respect to the Purchased Assets shall pass to Buyer at such effective time. At the Closing:

(a) Seller's Deliveries. Seller shall deliver to Buyer:

(i) Such documents as Buyer deems reasonably necessary to effectuate the transfer of the Proprietary Rights from Seller to Buyer; and

(ii) Such other bills of sale, assignments and other instruments of transfer or conveyance as may be necessary or as Buyer may reasonably request to evidence and effect the sale, assignment, transfer, conveyance and delivery of the Purchased Assets to Buyer.

(b) Buyer's Deliveries. Buyer shall deliver to Seller:

(i) Payment of the Cash Purchase Price by wire transfer of immediately available funds to a U.S. Bank account designated by Seller;

(ii) The Warrant registered in Seller's name; and

(iii) Such documents and instruments of assumption as may be necessary or as Seller may reasonably request to evidence and effect Buyer's performance of its obligations hereunder.

(c) Joint Deliveries. Buyer and Seller shall enter into the following agreements:

(i) A Technology Transfer Agreement, in substantially the form of the attached Exhibit B, relating to the use and ownership of any intellectual property used in the Sensor Products Business;

(ii) An occupancy agreement pursuant to which Buyer may occupy without charge for not more than three months following the Closing (\$1.25 per square foot per month or portion of a month thereafter) the space (other than the space described in clause (iii) below) currently occupied by the Sensor Products

Business in Andrew's facility in Orland Park, Illinois;

(iii) An occupancy agreement pursuant to which Buyer may occupy without charge for not more than six months following the Closing (\$1.25 per square foot per month or portion of a month thereafter) the basement space in Andrew's Orland Park, Illinois facility that is currently being used for fiber production and testing;

(iv) An assignment or sublease of the space currently occupied by the Sensor Products Business in Andrew's leased facility in St. Petersburg, Florida; and

(v) A registration rights agreement (the "Registration Rights Agreement") in substantially the form of the attached Exhibit C.

(d) Other. Seller shall receive from each of Sid Bennett and Jeffrey Brunner a certificate substantially in the form of the attached Exhibit D.

III. ASSUMPTION OF LIABILITIES.

3.1. Excluded Liabilities. Buyer shall not assume or be obligated to pay, perform or otherwise discharge any liability, obligation or commitment of Seller (whether direct or indirect, matured or unmatured, known or unknown, absolute, accrued, contingent or otherwise) not expressly assumed by Buyer pursuant to the transactions contemplated by this Agreement (all such liabilities, obligations or commitments not being assumed are collectively referred to herein as the "Excluded Liabilities") and, notwithstanding anything in Section 3.2 to the contrary, none of the following shall be "Assumed Liabilities" for purposes of this Agreement:

(a) Taxes. Liabilities in respect of any Taxes imposed on the Seller for all periods prior to the Closing Date;

(b) Intercompany Liabilities. Any trade or other accounts payable by Seller to its Affiliates;

(c) Trade Payables. Any trade accounts payable by Seller to third parties; and

(d) Personnel Liabilities. Seller's liabilities for (i) severance compensation to employees who do not become employees of Buyer, (ii) retiree medical or life insurance benefits, (iii) pension benefits for active or retired employees of Seller or (iv) any compensation or benefit, other than credit for accrued vacation, accrued or earned prior to the Closing by any employee of Seller who becomes an employee of Buyer as of Closing.

(e) Product Liabilities. Any liability arising out of or in connection with the sale of any product by Seller prior to the Closing Date.

(f) Environmental Liabilities. Any liability arising out of or in connection with the use, storage, manufacture or disposal of material used in the manufacture of the products, or the products, of the Sensor Products Business.

(g) Other Liabilities. Any other liability, other than any Assumed Liability, arising from the operation of the Sensor Products Business prior to the Closing.

3.2. Assumed Liabilities. Subject to Section 3.1, at the Closing, Buyer shall assume and agree to discharge or perform the following liabilities, obligations and commitments of Seller, as they may exist on the Closing Date:

(a) Executory and Other Contracts. All liabilities, obligations and commitments of Seller to be paid or performed after the Closing Date pursuant to the contracts, agreements, leases or commitments, sales and purchase orders listed on Schedule 1.1(e);

(b) Accrued Vacation Benefits. Seller's liability for accrued vacation benefits for each employee of Seller listed on the attached Schedule 3.2(b).

All of the foregoing liabilities, obligations and commitments to be assumed by Buyer are referred to herein as the "Assumed Liabilities." In no event shall Buyer assume or otherwise become responsible for any liabilities of Seller, or any Persons that directly or indirectly control, are controlled by, or are under common control with, Seller (collectively, "Affiliates"), other than the Assumed Liabilities.

IV. REPRESENTATIONS AND WARRANTIES OF SELLER.

As an inducement to Buyer to enter into this Agreement and to consummate

the transactions contemplated hereby, Seller represents and warrants to Buyer as follows:

4.1. Origin Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. Seller is duly qualified to transact business as a foreign corporation and is in good standing in each of the jurisdictions in which its operations relating to the Sensor Products Business require it to qualify to transact business as a foreign corporation, except for those jurisdictions where the failure to so qualify would not reasonably be expected to have a material adverse effect on the Seller and its operations taken as a whole (a "Material Adverse Effect") or the ability of Seller to consummate the transactions contemplated by this Agreement.

4.2. Corporate Authority. Seller has the corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder and, to the extent required, each Subsidiary has the corporate power and authority to perform the obligations required of it hereunder. The execution, delivery and performance of this Agreement by Seller have been duly authorized by their its board of directors and the performance by each Subsidiary, if required, will be duly authorized by its board of directors and by Seller as its sole stockholder. This Agreement has been duly executed and delivered by Seller and is the legal, valid and binding obligation of Seller, enforceable against it in accordance with its terms, except as such enforceability may be limited by (a) applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and (b) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

4.3. No Conflict. The execution and delivery of this Agreement by Seller and the consummation by Seller of the transactions contemplated herein will not:

(a) Conflicts. Conflict with, result in a breach of the terms, conditions or provisions of, or constitute a default, an event of default or an event creating rights of acceleration, termination or cancellation, or result in the creation or imposition of any lien on any of the Purchased Assets, under (i) the charter or By-Laws of Seller, (ii) any agreement listed in Schedule 1.1(e), (iii) any other note, instrument, agreement, mortgage, lease, license, franchise, permit or other authorization, right, restriction or obligation to which Seller is a party or any of the Purchased Assets is subject, (iv) any judgment, order, award or decree of any federal, state or local court or tribunal or any award in any arbitration proceeding (a "Court Order") to which Seller is a party or pursuant to which the Purchased Assets are bound, or (v) any federal, state or local laws, statutes, regulations, rules, codes or ordinances (collectively, "Requirements of Law") enacted, adopted, issued or promulgated by any federal, state or local governmental authority, body or instrumentality ("Governmental Body"), the effect of which in any such case would adversely affect the Purchased Assets, the Sensor Products Business or Seller's ability to consummate the transactions contemplated hereby; or

(b) Approvals. Require the approval, consent, authorization or act of, or the making by Seller of any declaration, notification, filing or registration with, any individual, corporation, partnership, joint venture, association, trust, unincorporated organization or Governmental Body (each, a "Person"), except for the consent of the landlord to the assignment or sublease by Buyer of Seller's St. Petersburg, Florida facility.

4.4. Title to and Condition of Purchased Assets. Seller has good and marketable title to (or valid and enforceable leasehold, license or similar interests in) all of the Purchased Assets, free and clear of all liens, claims, charges, security interests, mortgages, pledges, easements, conditional sales or other title retention agreements, defects in title, covenants or other restrictions (collectively, the "Encumbrances"), other than Encumbrances that would not reasonably be expected to impair materially the utility, value or marketability of the Purchased

CONDITION OF ANY OF THE PURCHASED ASSETS, SUCH PURCHASED ASSETS BEING SOLD AS IS AND WHERE IS, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, AND SELLER EXPRESSLY EXCLUDES ALL LIABILITY FOR THE CONDITION OF ANY OF THE PURCHASED ASSETS TO THE FULLEST EXTENT PERMITTED BY LAW.

4.5. Proprietary Rights.

(a) Notice of Claim. Seller has not received written notice of any claim contesting the ownership, validity, license or use of the Proprietary Rights by Seller or the sale of products and services included in the Sensor Products Business and, to Seller's knowledge, there is no basis for any such claim;

(b) Rights. Seller owns or possesses valid and enforceable rights to use the Proprietary Rights and has the right to manufacture and sell the products and services currently manufactured and sold as part of the Sensor Products

Business.

(c) Licenses. Set forth on the attached Schedule 4.5(c) is a list of all licenses (other than licenses of off-the-shelf software) to and from Seller of any Proprietary Right;

(d) No Royalties Payable. Seller has no obligation to pay any royalties or other fees to third parties for the use of any Proprietary Rights.

(e) No Infringement. Seller is not aware of any infringement by others of the rights in the Proprietary Rights being transferred by Seller to Buyer.

(f) No Unauthorized Possession. To the knowledge of Seller, no person other than Seller and its licensors has possession of any products embodying Relevant Technology, except to the extent the same have been made available to customers and prospective customers of Seller in the ordinary course of business.

4.6. Status of Contracts. Except as previously disclosed to Buyer in writing:

(a) Each of the contracts, agreements and other commitments of Seller listed in Schedule 1. I (e) (collectively, the "Seller Agreements") constitutes a valid obligation of Seller and, to Seller's knowledge, the other parties thereto, and is in full force and effect; Assets. SELLER'S NO REPRESENTATION OR WARRANTY-AS TO THE:

(b) Seller has not been declared to be in material breach or material default under any of the Seller Agreements and, to Seller's knowledge, no other party to any of the Seller Agreements is in material breach or material default thereunder; and

(c) to Seller's knowledge, copies of all Seller Agreements, including any amendments thereto, have been made available to Buyer.

4.7. Purchase for Own Account. The Warrant is being acquired by Seller for its own account for investment and Seller has no present intention of reselling or otherwise distributing the Warrant or shares issuable upon exercise thereof or any part thereof; provided that the disposition of Seller's property shall at all times be and remain within its control. Seller understands that the Warrant and shares issuable upon exercise thereof have not been registered under the Securities Act of 1933, as amended, and may not be sold or disposed of by Seller except pursuant to an effective registration statement or an exemption therefrom.

4.8. No Liability to Finder. Neither Seller nor any Person acting on its behalf has retained any broker, finder, investment banker or financial advisor in connection with this Agreement or any transaction contemplated hereby for which the Buyer may be directly or indirectly liable.

V. BUYER'S REPRESENTATIONS AND WARRANTIES.

As an inducement to Seller to enter into this Agreement and to consummate the transactions contemplated hereby, Buyer represents and warrants to Seller as follows:

5.1. Organization. Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. Buyer has the corporate power and authority to consummate the transaction contemplated by this Agreement and to conduct the Sensors Products Business thereafter. Promptly following the Closing, Buyer will be duly qualified to transact business as a foreign corporation in the States of Illinois and Florida.

5.2. Corporate Authority. Buyer has the corporate power and authority to execute and deliver this Agreement and the Warrant and to perform its obligations hereunder and thereunder. The execution, delivery and performance of this Agreement and the Warrant by Buyer have been duly authorized its board of directors. This Agreement and the Warrant have been duly executed and delivered by Buyer and are the legal, valid and binding obligations of Buyer, enforceable against it in accordance with their terms, except as such enforceability may be limited by (a) applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and (b) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

5.3. Issuance of Shares. The shares of Buyer's common stock issuable upon exercise of the Warrant have been duly and validly authorized and reserved for issuance and, when issued, sold and delivered in accordance with the terms of the Warrant, will be duly and validly issued, fully paid and nonassessable.

5.4. No Conflict. The execution and delivery of this Agreement and the

Warrant and the consummation by Buyer of the transactions contemplated herein will not:

(a) Conflicts. Conflict with, result in a breach of the terms, conditions or provisions of, or constitute a default, an event of default or an event creating rights of acceleration, termination or cancellation, or result in the creation or imposition of any lien on any of Buyer's assets, under (i) the charter or By-Laws of Buyer, (ii) any material note, instrument, agreement, mortgage, lease, license, franchise, permit or other authorization, right, restriction or obligation to which Buyer is a party or any of its properties is subject, (iii) any Court Order to which Buyer is a party or by which it is bound, or (iv) any Requirements of Law affecting Buyer; or

(b) Approvals. Require the approval, consent, authorization or act of, or the making by Buyer of any declaration, filing, notification or registration with, any Person; except in each case, for any of the foregoing that would not be reasonably expected to have a material adverse effect on Buyer's ability to consummate the transactions contemplated herein.

5.5. Buyer's Investigation. Buyer and its representatives have been provided by Seller with reasonable access during normal business hours to the offices, properties, employees and business and financial records of Seller relating to the Sensor Products Business, and Seller has furnished to Buyer or its representatives such additional information concerning the Purchased Assets and the Sensor Products Business as Buyer has requested. Buyer understands and acknowledges that Seller is selling the Purchased Assets and the Sensor Products Business as is and where is and that SELLER MAKES NO EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE PURCHASED ASSETS OR THE SENSOR PRODUCTS BUSINESS, NOR DOES IT MAKE ANY REPRESENTATION AS TO THE COLLECTABILITY OF ANY RECEIVABLES.

5.6. No Liability to Finder. Neither Buyer nor any Person acting on its behalf has retained any broker, finder, investment banker or financial advisor in connection with this Agreement or any transaction contemplated hereby for which Seller or Seller may be directly or indirectly liable.

VI. MUTUAL AGREEMENTS.

6.1. Taxes. Buyer shall pay all Taxes, recording fees, personal property, title application fees, patent and trademark assignment registration -fees, and any other transfer taxes and fees arising by virtue of the transfer of the Purchased Assets from Seller to Buyer.

6.2. Access to Records After Closing. Seller and Buyer agree that after the Closing Date they will give, or cause to be given, to the other party, their successors and their representatives, during normal business hours and at the requesting party's expense, such reasonable access to the properties, titles, contracts, books, records, files and documents applicable to, and the affairs of, the Sensor Products Business or the Purchased Assets as is reasonably necessary to allow the requesting party to obtain information in the other party's possession with respect to the Sensor Products Business or the Purchased Assets.

6.3. Reasonable Efforts; Further Assurances. Each of Seller and Buyer agrees to use its reasonable efforts to take, or cause to be taken, all action, and to do, or cause to be done, all things reasonably necessary, proper or advisable to consummate and make effective the transactions contemplated by this Agreement. In case at any time after the Closing Date any further action is necessary to carry out the purposes of this Agreement, the proper officers and/or directors of Seller or Buyer, as the case may be, shall take such action without any further consideration therefor.

6.4. Vacation of Seller's Facilities. Buyer will make every reasonable effort to vacate Seller's facilities in advance of the expiration of the occupancy rights under the agreements referred to in Section 2.2(c), consistent with maintaining an orderly business transition. Seller will cooperate with and support Buyer in Buyer's efforts to move efficiently the Tangible Assets and personnel acquired by Buyer from Seller's facilities.

6.5. Seller's Noncompete Agreement. Seller agrees that, for a period of five years from the Closing Date, Seller will not, directly or indirectly, engage or participate in, or permit its name to be used by, or render services for, any person or entity that is engaged in the business currently being conducted by the Sensor Products Business; provided, however, that nothing in this Agreement shall prevent Seller from acquiring or owning, as a passive investment, not more than 5% of the outstanding publicly traded voting securities of an entity engaged in such business. During the one year period following the Closing Date, Seller shall not encourage, solicit, induce or seek to induce any employee of the Buyer who was formerly an employee of Seller to leave such employment for any reason.

6.6. Seller's Indemnification. Seller agrees to indemnify and hold Buyer harmless from and against any damage, liability, loss or cost, including reasonable attorney's fees (any such damage, liability, loss or cost being hereinafter referred to as an "Indemnified Loss"), arising out of or resulting from, and will pay Buyer on demand the full amount Buyer may pay or become obligated to pay in respect of any claim, suit or proceeding based upon or arising out of.

(a) any Excluded Liability; and

(b) any material inaccuracy in any representation or any material breach by Seller of any warranty made by Seller in this Agreement.

Buyer shall give prompt written notice to Seller of any claim that might give rise to an Indemnified Loss, stating the nature, basis and amount thereof, if known, or a reasonable estimate of such amount. In case of any suit, claim, action or proceeding to which this Section 6.6 may apply, Seller may participate therein, and, to the extent that Seller may wish, to assume the defense thereof, and after notice from Seller to Buyer of its election so to assume the defense, Seller shall not be liable to Buyer for additional legal or other costs subsequently incurred by Buyer in connection with the defense. Buyer agrees to make available to Seller and its counsel, at all reasonable times during normal business hours, all books and records of Buyer (including to the extent required Proprietary Rights) relating to such suit or proceeding and to provide Seller with such assistance (including making available former Seller employees to testify) as Seller may reasonably require to insure a proper and adequate defense.

6.7. Buyer's Indemnification. Buyer agrees to indemnify and hold Seller harmless from and against any damage, liability, loss or cost, including reasonable attorney's fees (any such damage, liability, loss or cost being hereinafter referred to as an "Indemnified Loss"), arising out of or resulting from, and will pay Seller on demand the full amount Seller may pay or become obligated to pay in respect of any claim, suit or proceeding based upon or arising out of:

(a) any Assumed Liability;

(b) any material inaccuracy in any representation or any material breach by Buyer of any warranty made by Buyer in this Agreement;

(c) any liability for alleged discrimination arising from Buyer's not extending an offer of employment to any employee of the Sensor Products Business; and

(d) any liability arising from the operation of the Sensor Products Business after the Closing.

Seller shall give prompt written notice to Buyer of any claim that might give rise to an Indemnified Loss, stating the nature, basis and amount thereof, if known, or a reasonable estimate of such amount. In case of any suit, claim, action or proceeding to which this Section 6.7 may apply, Buyer may participate therein, and, to the extent that Buyer may wish, to assume the defense thereof, and after notice from Buyer to Seller of its election so to assume the defense, Buyer shall not be liable to Seller for additional legal or other costs subsequently incurred by Seller in connection with the defense. Seller agrees to make available to Buyer and its counsel, at all reasonable times during normal business hours, all books and records of Seller relating to such suit or proceeding and to provide Buyer with such assistance as Buyer may reasonably require to insure a proper and adequate defense.

VII. GENERAL PROVISIONS.

7.1. Survival The representations, warranties, covenants and agreements provided for in this Agreement shall survive the Closing and be unaffected by any investigation made by or on behalf of any party hereto.

7.2. Public announcement. Buyer and Seller agree that neither shall, without the prior written approval of the other, make any additional press release or other public announcement concerning the transactions contemplated by this Agreement, except as and to the extent that any such party shall be so obligated by law or by the rules and regulations of any competent regulatory body or any securities exchange on which its securities are traded, in which case the other party shall be advised in writing in advance, and the parties shall use their best efforts to cause a mutually agreeable release or announcement to be issued. Buyer and Seller have agreed to jointly issue the press release in the form of the attached Exhibit D promptly following the Closing.

7.3. Notices. Any notice, request, instruction or other document required to be given hereunder shall be in writing and delivered personally or sent by

registered or certified mail, postage prepaid, by overnight courier or by facsimile, cablegram or telex, according to the instructions set forth below. Such notices shall be deemed given: at the time delivered by hand, if personally delivered; at the time received if sent by registered or certified mail; one business day after deposited with an overnight courier (provided sender obtains written evidence of delivery from the courier); at the time when receipt is confirmed by the receiving facsimile machine if sent by facsimile (provided written notice by one of the other means is sent on the same day); and when answered back if sent by cablegram or telexed.

If to Buyer, to:

Martin Kits van Heyningen
President & Chief Executive Officer
KVH Industries Inc.
50 Enterprise Center
Middletown, Rhode Island 02842
Telecopy: (401) 849-0045
Telephone: (401)847-3327

with a copy to:

Adam Sonnenschein
Foley, Hoag & Eliot LLP
One Post Office Square
Boston, Massachusetts 02109
Telecopy: (617) 832-7000
Telephone: (617) 832-1158

If to Seller, to:

James F. Petelle
Secretary and General Attorney
Andrew Corporation
10500 West 153rd Street
Orland Park, Illinois 60462
Telecopy: (708) 873-2571
Telephone: (708)-873-2570

With a copy to:

Dewey B. Crawford
Gardner, Carton & Douglas
Quaker Tower
321 North Clark Street
Suite 3400
Chicago, Illinois 60610-3381
Telecopy: (312) 644-3381
Telephone: (312) 245-8422

7.4. Governing Law. Except as otherwise provided herein, this Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois.

7.5. Expenses. Regardless of whether the transactions provided for in this Agreement are consummated, each party shall pay its own expenses incident to this Agreement and to preparing to consummate the transactions provided for herein.

7.6. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their successors and assigns; provided, however, that no party may assign any or all of its rights hereunder without the prior written consent of the other party.

7.7. Parties in Interest. Nothing in this Agreement is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than Buyer and Seller and their respective successors and permitted assigns.

7.8. Execution in Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original agreement, but all of which together shall constitute one and the same instrument.

7.9. Titles and Heading. Titles and headings to sections herein are for purposes of reference only and shall in no way limit, define or otherwise affect the provisions herein.

7.10. Entire Agreement. This Agreement and the deeds, assignments and other instruments of transfer and conveyance exchanged by the parties at the Closing shall constitute the entire agreement among the parties with respect to the matters covered hereby and thereby and shall supersede all previous written, oral or implied understandings among the parties with respect to such matters.

7.11. Amendment and Modification. This Agreement may be amended, modified - or supplemented only by mutual consent set forth in a writing duly signed by the parties hereto.

7.12. Time. Time is of the essence under this Agreement.

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

KVH INDUSTRIES, INC.

By: Name:/s/Richard C. Forsyth Title: CFO

ANDREW CORPORATION

By: Name:/s/ F.L. English Title: President

Exhibit-99 COMMON STOCK PURCHASE WARRANT

This security and the Common Stock issuable thereby have not been registered under the Securities Act of 1933, as amended, and has been and will be acquired for investment and not with a view to distribution or resale, and may not be sold, mortgaged, pledged, hypothecated or otherwise transferred without an effective registration thereof, or an opinion of counsel reasonably satisfactory to the Company and its counsel that registration is not required under such Act.

No. CSPW-1

October 30, 1997

KVH INDUSTRIES, INC.
Common Stock Purchase Warrant

This Common Stock Purchase Warrant (this "Warrant") evidences that, for value received, Andrew Corporation, or assigns, is entitled, subject to the terms set forth below, to purchase from KVH INDUSTRIES, INC., a Delaware corporation (the "Company"), at any time or from time to time before 5:00 P.M., Rhode Island time, on October 30, 2002 (the "Expiration Date"), 50,000 fully paid and nonassessable shares of Common Stock, par value \$.01 per share, of the Company, at a purchase price per share of eight dollars (\$8.00) (such purchase price per share as adjusted from time to time as herein provided is referred to herein as the "Purchase Price"). The number and character of such shares of Common Stock and the Purchase Price are subject to adjustment as provided herein.

This Warrant is the Common Stock Purchase Warrant (the "Warrant") evidencing the right to purchase shares of Common Stock of the Company issued in connection with the closing of the transactions contemplated by Asset Purchase Agreement of even date herewith between the Company and Andrew Corporation.

As used herein the following terms, unless the context otherwise requires, have the following respective meanings:

(a) The term "Company" shall include KVH Industries, Inc. and any corporation that shall succeed to, or assume, the obligations of the Company hereunder.

(b) The term "Common Stock" includes (a) the Company's Common Stock, par value \$.01 per share, as authorized on the date of this Warrant and (b) any other securities into which or for which any of such Common Stock may be converted or exchanged pursuant to a plan of recapitalization, reorganization, merger, sale of assets or otherwise.

(c) The term "Other Securities" refers to any stock (other than Common Stock) and other securities of the Company or any other person (corporate or otherwise) which the holders of this Warrant at any time shall be entitled to receive, or shall have received, on the exercise of the Warrant, in lieu of or in addition to Common Stock, or which at any time shall be issuable or shall have been issued in exchange for or in replacement of Common-non Stock or Other Securities pursuant to section 5 or otherwise.

1. Exercise

1.1. Full Exercise. This Warrant may be exercised in full at any time on or prior to the Expiration Date by the holder hereof by surrender of this Warrant, with the form of subscription at the end hereof duly executed by such holder, to the Company at its principal office, accompanied by payment, in cash or by cashier's, certified or official bank check payable to the order of the Company, in the amount obtained by multiplying the number of shares of Common Stock for which this Warrant is then exercisable by the Purchase Price then in effect.

1.2. Partial Exercise. This Warrant may be exercised in part by surrender of this Warrant in the manner and at the place provided in subsection 1.1 except that the amount payable by the holder on such partial exercise shall be the amount obtained by multiplying (a) the number of shares of Common Stock designated by the holder in the subscription at the end hereof by (b) the Purchase Price then in effect. On any such partial exercise, the Company, at its expense, will forthwith issue and deliver to or upon the order of the holder hereof a new Warrant in all respects identical hereto, in the name of the holder hereof or as such holder (upon payment by such holder of any applicable transfer taxes) may request, calling in the aggregate on the face thereof for the number of shares of Common Stock for which such Warrant may still be exercised.

2. Deliver etc., on Execution

As soon as practicable after the exercise of this Warrant in full or in

part, and in any event within 5 business days thereafter, the Company will cause to be issued in the name of and delivered to the holder hereof, or as such holder (upon payment by such holder of any applicable transfer taxes) may direct, a certificate or certificates for the number of fully paid and nonassessable shares of Common Stock or Other Securities, as applicable, to which such holder shall be entitled on such exercise, and, in lieu of any fractional share to which such holder would otherwise be entitled, the holder shall receive cash equal to such fraction multiplied by the fair market value of one share of Common-non Stock at the time of exercise computed to the nearest whole cent.

3. Adjustment of Common Stock I

3.1. Adjustment of Number-of Shares. Upon each adjustment of the Purchase Price, the number of shares of Common Stock that the registered holder of this Warrant shall be entitled to purchase at the Purchase Price resulting from the adjustment shall be obtained by multiplying the Purchase Price in effect immediately prior to such adjustment by the number of shares purchasable pursuant hereto immediately prior to such adjustment and dividing the product thereof by the Purchase Price resulting from such adjustment.

3.2. Adjustment of Purchase Price. The Purchase Price shall initially- be eight dollars (\$8) per share, shall be adjusted and readjusted from time to time as provided in this section 3.2 and, as so adjusted or readjusted, shall remain in effect until a further adjustment

or readjustment thereof is required by this section 3.2. The Purchase Price shall be subject to adjustment as follows:

(a) Subdivision or Combination of Stock. In case the Company shall at any time subdivide its outstanding common shares into a greater number of shares (by way of dividend, split or otherwise), the Purchase Price in effect immediately prior to the subdivision shall be proportionately reduced, and, in case the outstanding common shares shall be combined into a smaller number of shares (by way of reverse split or otherwise), the Purchase Price in effect immediately prior to the combination shall be proportionately increased.

(b) Reorganization or Reclassification. If any reorganization or reclassification of the capital stock of the Company shall be effected in such a way (including, without limitation, by way of consolidation or merger or a sale of all or substantially all its assets) that holders of common shares shall be entitled to receive stock, securities or assets with respect to or in exchange for common-non shares, then, as a condition of the reorganization or reclassification, lawful and adequate provisions shall be made whereby the holder of this Warrant shall thereafter have the right to receive, in lieu of the common shares of the Company theretofore receivable upon the conversion of such shares, such shares of stock, securities or assets as may be issued or payable with respect to or in exchange for a number of common shares equal to the number of common shares theretofore so receivable had the reorganization or reclassification not taken place, and in any such case appropriate provision shall be made with respect to the rights and interests of the holder to the end that the provisions of this Section 3 shall thereafter be applicable, as nearly as may be, in relation to any shares of stock, securities or assets thereafter deliverable upon the exercise of those conversion rights. In the event of a i-merger or consolidation of the Company as a result of which a greater or lesser number of common shares of the surviving corporation are issuable to holders of common shares of the Company outstanding immediately prior to the merger or consolidation, the Purchase Price in effect immediately prior to the merger or consolidation shall be adjusted in the same manner as though there were a subdivision or combination of the Outstanding common-non shares of the Company in accordance with Section 3.2(a).

(c) Certain Dividends. In case the Company shall declare a dividend upon the Common Stock payable otherwise than Out of earnings or surplus (other than paid-in surplus) or otherwise than in Common Stock or a security convertible into or exchangeable for Common Stock, the Purchase Price in effect immediately prior to the declaration of such dividend shall be reduced by an amount equal, in the case of a dividend in cash, to the amount thereof payable per share of the Common Stock or, in the case of any other dividend, to the fair value thereof per share of the Common Stock as determined in good faith by or pursuant to the directions and authorization of the Board of Directors of the Company. For the purposes of the foregoing, a dividend other than in cash shall be considered payable out of earnings or surplus (other than paid-in surplus) only to the extent that such earnings or surplus are charged an amount equal to the fair value of such dividend as determined in good faith by or pursuant to the directions and authorization of the Board of Directors of the Company. Such reductions shall take effect as of the date on which a record is taken for the purpose of such dividend, or, if a record is not taken, the date as of which the holders of Common Stock of record entitled to such dividend are to be determined.

3.4 Notice of Adjustment. Upon any adjustment of the Purchase Price or the number of shares of Common Stock or Other Security to be issued, as applicable, then in each such case the Company shall give written notice thereof, by first class mail, postage prepaid, addressed to the registered holder of this Warrant at the address of such holder as shown on the records of the Company, which notice shall state the Purchase Price or the number of shares of Common Stock or Other Security to be issued, as applicable, resulting from such adjustment, setting forth in reasonable detail the method of calculation and the facts upon which such calculation is based. A copy of such notice shall also be filed promptly by the Company with the transfer agent (if other than the Company) for the Common Stock.

4. Registration of Stock. The Company covenants and agrees that all shares which may be issued upon the exercise of this Warrant will, upon issuance, be legally and validly issued, fully paid, and nonassessable and free from all taxes, liens, and charges with respect to the issue thereof. The Company further covenants and agrees that during the period within which this Warrant may be converted, the Company will at all times have authorized and reserved a sufficient number of shares of its Common Stock to provide for the exercise of this Warrant in full.

5. Notice of Capital Change. In case:

(1) the Company shall declare a dividend on its Common Stock payable in shares of its capital stock; or

(2) the Company shall authorize the issuance to all holders of its Common Stock of rights or warrants to subscribe for or purchase shares of its Common Stock or of any other subscription rights or warrants; or

(3) the Company shall authorize the distribution to all holders of its Common Stock of evidences of its indebtedness or other property (other than cash dividends paid out of retained earnings), or

(4) the Company shall fix a record date for approval of any subdivision, combination, recapitalization or reclassification of its Common-non Stock, or of any consolidation or merger to which the Company is a party and for which approval of any stockholders of the Company is required, or of the sale, transfer or other disposition of all or substantially all of the assets of the Company; or

(5) the Company shall fix a record date for approval of the voluntary or involuntary dissolution, liquidation or winding up of the Company; or

(6) the Company proposes to take any action (other than any referred to above) which would require an adjustment of the number of shares of Common Stock issuable upon exercise of this Warrant and the Purchase Price therefor pursuant to the provisions of Section 3 above; or

(7) the Company shall receive notice or become aware of any purchase, tender or exchange offer for shares of Common Stock; then, the Company shall give the registered holder of this Warrant written notice, by registered mail, postage prepaid, in each of said cases other than clause (7) above, of the date on which (i) a record shall be taken for such dividend, distribution or subscription rights or (ii) such subdivision, combination, recapitalization, reclassification, consolidation, merger, sale, transfer, disposition, dissolution, liquidation or winding up shall take place, as the case may be, and, in the case of clause (7) above, containing the information communicated by the Company to the holders of its Common Stock with respect to such purchase, tender or exchange offer. Such notice shall also specify the date as of which the holders of Common Stock of record shall participate in such dividend, distribution or subscription rights, or shall be entitled to exchange their Common Stock for securities or other property deliverable upon such subdivision, combination, recapitalization, reclassification, consolidation, merger, sale, transfer, disposition, dissolution, liquidation or winding up, as the case may be. Such written notice shall be given at least twenty (20) days prior to the action in question and not less than ten (10) days prior to the record date in respect thereof or, in the case of clause (7) above, at such time as the Company communicates in writing to the holders of its Common Stock the existence of such purchase, tender or exchange offer.

6. Replacement of Warrants. On receipt of evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of this Warrant and, in the case of any such loss, theft or destruction of this Warrant, on delivery of an indemnity agreement or security reasonably satisfactory in form and amount to the Company or, in the case of any such mutilation, on surrender and cancellation of this Warrant, the Company at its expense will execute and deliver, in lieu thereof, a new Warrant of like tenor.

7. Transfer of Warrant. This Warrant is issued upon the following terms, to

all of which each holder or owner hereof by the taking hereof -consents and agrees:

(a) (i)- title to this Warrant may be transferred by endorsement (by the holder hereof executing the form of assignment at the end hereof) and delivery in the same manner as in the case of a negotiable instrument transferable by endorsement and delivery;

(ii) any person in possession of this Warrant properly endorsed is authorized to represent himself as absolute owner hereof and is empowered to transfer absolute title hereto by endorsement and delivery hereof to a bona fide purchaser hereof for value; each prior taker or owner waives and renounces all of his equities or rights in this Warrant in favor of each such bonafide purchaser, and each such bona fide purchaser shall acquire absolute title hereto and to all rights represented hereby;

(iii) until this Warrant is transferred on the books of the Company, the Company may treat the registered holder hereof as the absolute owner hereof for all purposes, notwithstanding any notice to the contrary.

(b) The holder of the Warrant agrees that it will neither (i) transfer the Warrant prior to delivery to the Company of the opinion of counsel referred to in, and to the effect described in, subsection (c) hereof, or until registration hereof under the Securities Act of 1933, as amended (the "Securities Act"), and any applicable state securities or blue sky laws has become effective, nor (ii) transfer the shares of Common Stock into which the Warrant was exercised prior to delivery to the Company of the opinion of counsel referred to in, and to the effect described in, subsection (c) hereof, or until registration of such shares under the Securities Act and any applicable state securities or blue sky laws has become effective.

(c) Except as otherwise expressly provided herein, by its acceptance hereof the holder of the Warrant agrees that, prior to any transfer of the Warrant, such holder will deliver to the Company a statement setting forth the intention of such holder's prospective transferee with respect to its retention or disposition of the Warrant together with a signed copy of the opinion of such holder's counsel, to the effect that the proposed transfer of the Warrant i-nay be effected without registration under the Securities Act and any applicable state securities or blue sky laws. The holder of the Warrant shall then be entitled to transfer the Warrant in accordance with the statement of intention delivered by such holder to the Company.

(d) Notwithstanding any provisions contained in this Warrant to the contrary, the sale or transfer of any shares of Common Stock into which the Warrant may be exercised shall be subject to the provisions of the Registration Rights Agreement.

8. Notices, etc. All notices and other communications from Company to the holder of this Warrant shall be mailed by first class registered or certified mail, postage prepaid, at such address as may have been furnished to the Company in writing by such holder or, until any such holder furnishes to the Company an address, then to, and at the address of, the last holder of this Warrant who has so furnished an address to the Company.

9. Miscellaneous. This Warrant contains the entire agreement between the holder hereof and the Company with respect to the Common Stock purchasable hereunder. This Warrant and any term hereof may be changed, waived, discharged or terminated only by an instrument in writing signed by the party against which enforcement of such change, waiver, discharge or termination is sought. This Warrant shall be construed and enforced in accordance with and governed by the laws of the State of Delaware. The headings in this Warrant are for purposes of reference only, and shall not iiii-nit or otherwise affect any of the terms hereof. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

KVH INDUSTRIES, INC.

By:/s/ Richard C. Forsyth
Authorized Officer

FORM OF SUBSCRIPTION
(To be signed only on exercise of Warrant)

TO KVH INDUSTRIES, INC.

The undersigned, the holder of the within Warrant, hereby irrevocably

elects to exercise this Warrant for, and to purchase thereunder, shares of Common Stock of KVH INDUSTRIES, INC. and herewith payment of \$ therefor, and requests that the certificates for such shares be issued in the name of, and delivered to whose address is

Dated:
(Signature must conform-n to name of holder as specified on the face of the Warrant)

Address

FORM OF ASSIGNMENT
(To be signed only on transfer of Warrant)

For value received, the undersigned hereby sells, assigns, and transfers unto the right represented by the within Warrant to purchase shares of Common Stock of KVH INDUSTRIES, INC. to which the within Warrant relates, and appoints Attorney to transfer such right on the books of KVH INDUSTRIES, INC. with full power of substitution in the premises.

Dated:
(Signature must conform to name of holder as specified on the face of the Warrant)