

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D/A

**Under the Securities Exchange Act of 1934
(Amendment No. 1)***

ENDWAVE CORPORATION

(name of issuer)

Common Stock

(Title of Class of Securities)

29264A 20 6

(CUSIP Number)

John H. Mullan
Northrop Grumman Corporation
1840 Century Park East
Los Angeles, California 90067
(310) 553-6262

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

March 23, 2005

(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(e), (f) or (g), check the following box.

Note: Schedules filed in paper format shall include a signed original and five copies of the schedules including all exhibits. See Rule 13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1 NAME OF REPORTING PERSON
S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON

Northrop Grumman Corporation
I.D. No. 95-4840775

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP

*(a)

(b)

3 SEC USE ONLY

4 SOURCE OF FUNDS*

PF

5 CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)

6 CITIZENSHIP OR PLACE OF ORGANIZATION

Delaware

7 SOLE VOTING POWER

3,473,312

NUMBER OF
SHARES
BENEFICIALLY
OWNED BY
EACH
REPORTING
PERSON
WITH

8 SHARED VOTING POWER

N/A

9 SOLE DISPOSITIVE POWER

3,473,312

10 SHARED DISPOSITIVE POWER

N/A

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

3,473,312

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES*

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

33.0%

14 TYPE OF REPORTING PERSON*

CO

***SEE INSTRUCTIONS BEFORE FILLING OUT!**

**INCLUDE BOTH SIDES OF THE COVER PAGE RESPONSES TO ITEMS 1-7
(INCLUDING EXHIBITS) OF THE SCHEDULE, AND THE SIGNATURE ATTESTATION.**

1 NAME OF REPORTING PERSON

S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON

Northrop Grumman Space & Mission Systems Corp. (formerly TRW Inc.)
I.D. No. 34-0575430

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP*(a) (b) **3 SEC USE ONLY****4 SOURCE OF FUNDS***

N/A

5 CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) **6 CITIZENSHIP OR PLACE OF ORGANIZATION**

Ohio

7 SOLE VOTING POWER

3,473,312

**NUMBER OF
SHARES
BENEFICIALLY
OWNED BY
EACH
REPORTING
PERSON
WITH**

8 SHARED VOTING POWER

N/A

9 SOLE DISPOSITIVE POWER

3,473,312

10 SHARED DISPOSITIVE POWER

N/A

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

3,473,312

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES* **13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)**

33.0%

14 TYPE OF REPORTING PERSON*

CO

***SEE INSTRUCTIONS BEFORE FILLING OUT!**

**INCLUDE BOTH SIDES OF THE COVER PAGE RESPONSES TO ITEMS 1-7
(INCLUDING EXHIBITS) OF THE SCHEDULE, AND THE SIGNATURE ATTESTATION.**

This Amendment No. 1 to Statement of Beneficial Ownership on Schedule 13D/A is being filed to amend and replace in its entirety the information under Items 1, 4, 6 and 7. None of the other information in the Reporting Persons' original Statement of Beneficial Ownership Schedule 13D filed with the Commission on February 14, 2003 is being amended.

Item 1. Security and Issuer

This statement on Schedule 13D/A (this "Statement") relates to shares of the common stock, \$0.001 par value per share (the "Common Stock") of Endwave Corporation, a Delaware corporation ("Endwave"). The principal executive offices of Endwave are located at 776 Palomar Avenue, Sunnyvale, California 94085.

Item 4. Purpose of Transaction

Northrop Grumman Space & Mission Systems Corp, an Ohio corporation ("NGS&MS"), is a wholly owned subsidiary of Northrop Grumman Corporation, a Delaware corporation ("Northrop Grumman" and together with NGS&MS, the "Reporting Persons"). NGS&MS is the record owner of the Common Stock of Endwave Corp. ("Endwave") covered by this Statement (the "Shares") and thus, has the direct power to vote and direct the disposition of the Shares. As the sole parent of NGS&MS, Northrop Grumman has the indirect power to vote and dispose of the Shares.

On March 23, 2005, NGS&MS entered into a Registration Rights Agreement with Endwave (the "Registration Rights Agreement"), pursuant to which Endwave agreed to use its best efforts to publicly offer for resale 3,000,000 of the Shares in a firmly underwritten offering of Endwave's Common Stock. On March 25, 2005, Endwave filed a Registration Statement on Form S-3 (the "Registration Statement") with the Securities and Exchange Commission, providing for the offer and sale of 5,000,000 shares of Endwave's Common Stock, plus an additional 750,000 shares to cover over-allotments, if any (the "Offering"), of which 3,000,000 of the offered shares are to be sold for the account of the NGS&MS and the remainder are to be sold for the account of Endwave. Accordingly, on the effectiveness of the Registration Statement, the Reporting Persons intend to dispose of 3,000,000 Shares by selling them to the underwriters of the Offering, who will distribute the Shares in the manner described in the final prospectus to be filed as part of the Registration Statement.

A registration statement relating to these securities has been filed with the Securities and Exchange Commission but has not yet become effective. These securities may not be sold nor may offers to buy be accepted prior to the time the registration statement becomes effective. This Statement shall not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of these securities in any state in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such state.

The securities will be offered only by a prospectus. To obtain a copy of the prospectus, contact the prospectus department of Needham and Company, Inc., 445 Park Avenue, New York, New York 10022.

In connection with the Registration Rights Agreement, NGS&MS has entered into a letter agreement dated March 24, 2005 (the "Lock-Up Agreement") with the representatives of the underwriters of the Offering (the "Representatives"), restricting the Reporting Persons' sale of Shares until a date 90 days after the filing of the final prospectus for the Offering. The Lock-Up Agreement will terminate if the Offering is not completed by July 31, 2005 or if the Offering is abandoned. The Lock-Up Agreement is discussed in greater detail under Item 6 below, and a copy is furnished as Exhibit 5 to this Statement.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer

Registration Rights Agreement

NGS&MS entered into the Registration Rights Agreement with Endwave on March 23, 2005. Under the Registration Rights Agreement, Endwave has agreed to use its best efforts to publicly offer 3,000,000 of the Shares in a firmly underwritten offering of Endwave's Common Stock, along with 2,000,000 shares of common stock to be sold for Endwave's account, and to use its best efforts to complete the Offering on or before June 30, 2005. Endwave also agreed that NGS&MS's rights to require Endwave to register the resale of Shares pursuant to the Investor Rights Agreement, dated March 31, 2000, will continue until the earlier of October 14, 2008 and the date on which the Shares comprise less than 5% of the issued and outstanding Common Stock of Endwave. (These rights are described below under the heading "Investor Rights Agreement.") The foregoing description of the Registration Rights Agreement is only a summary, and is qualified in its entirety by reference to the full text of the Registration Rights Agreement, a copy of which is filed as Exhibit 4 to this Statement.

Lock-Up Agreement

NGS&MS entered into the Lock-Up Agreement with the Representatives on March 24, 2005. In the Lock-Up Agreement, NGS&MS has agreed, subject to certain terms, conditions and limitations, that except for the Shares to be sold in the Offering, the Reporting Persons will not dispose of Shares from the date the Registration Statement is filed until the date 90 days after the final prospectus for the Offering has been filed. Under certain conditions governed by Rule 2711(f) (4) of the National Association of Securities Dealers, the lock-up period may be extended for up to 35 days. The foregoing description of the Lock-Up Agreement is only a summary, and is qualified in its entirety by reference to the full text of the Registration Rights Agreement, a copy of which is filed as Exhibit 5 to this Statement.

Investor Rights Agreement

NGS&MS, along with certain other persons, is party to an Investor Rights Agreement, dated March 31, 2000 with Endwave. Under the terms of that agreement, the holders of at least 20% of the shares covered by the agreement may request, on no more than three occasions, that Endwave use its best efforts to register their shares, provided the offering includes at least 30% of the registrable securities then outstanding. In addition, if Endwave proposes to register any of its securities under the Act, either for its own account or for the account of other security holders exercising registration rights, the holders are entitled to notice of such registration and are

entitled to include shares of such common stock therein. The holders of these shares may also require Endwave to register all or a portion of such shares on Form S-3. These registration rights are subject to conditions and limitations, including the right of the underwriters of an offering to limit the number of shares to be included in such registration. The Investor Rights Agreement terminates on the fifth anniversary of Endwave's initial public offering.

Other than as described in this Item 6 or in Items 2, 3, 4 and 5 and the agreements incorporated herein by reference and set forth as exhibits hereto, to the knowledge of the Reporting Persons, there are no contracts, arrangements, understandings or relationships (legal or otherwise) among the Reporting Persons and between the Reporting Persons and any person with respect to any securities of Endwave, including but not limited to transfer or voting of any of the securities, finder's fees, joint ventures, loan or option arrangements, puts or calls, guarantees of profits, division of profits or loss, or the giving or withholding of proxies, or a pledge or contingency the occurrence of which would give another person voting power or investment power over the Shares.

Item 7. Material to be Filed as Exhibits

<u>Number</u>	<u>Item</u>
*1	Joint Filing Agreement by and among Northrop Grumman and NGS&MS, dated February 14, 2003.
*2	Current report on Form 8-K filed by Northrop Grumman on December 20, 2002 (incorporated herein by reference).
*3	Amended and Restated Investors Rights Agreement dated March 31, 2000 among Endwave, NGS&MS and certain other parties (incorporated herein by reference to Exhibit 4.2 to Form S-1 Registration Statement filed by Endwave on July 12, 2000 (Registration No. 333-41302)).
4	Registration Rights Agreement dated March 23, 2005 between Endwave and NGS&MS (incorporated herein by reference to Exhibit 4.2 to the Current Report on 8-K filed with the Commission by Endwave on March 24, 2005.
5	Letter Agreement dated March 24, 2005 between NGS&MS and Needham & Co. et al. as Representatives of the several Underwriters.

* Previously filed.

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: March 29, 2005

NORTHROP GRUMMAN CORPORATION

By: /s/ Sandra J. Wright

Sandra J. Wright
Corporate Vice President and Controller

Dated: March 29, 2005

NORTHROP GRUMMAN SPACE & MISSION SYSTEMS CORP.

By: /s/ Kathleen M. Salmas

Kathleen M. Salmas
Secretary

Northrop Grumman Space & Mission Systems Corp.
1840 Century Park East
Los Angeles, CA 90067-2199

March 24, 2005

NEEDHAM & COMPANY, INC.
A.G. EDWARDS & SONS, INC.
MERRIMAN CURHAN FORD & CO.
FERRIS BAKER WATTS, INCORPORATED

As Representatives of the several Underwriters
c/o Needham & Company, Inc.
445 Park Avenue
New York, New York 10022

Re: Endwave Corporation (the "Company") - Restriction on Stock Sales

Ladies and Gentlemen:

This letter (the "Letter Agreement") is delivered to you pursuant to the Underwriting Agreement (the "Underwriting Agreement") to be entered into by the Company, as issuer, the undersigned, as selling stockholder, and Needham & Company, Inc., A.G. Edwards & Sons, Inc., Merriman Curhan Ford & Co. and Ferris Baker Watts, Incorporated, as the representatives ("you" or the "Representative") of the several Underwriters (the "Underwriters") to be named therein. Upon the terms and subject to the conditions of the Underwriting Agreement, the Underwriters intend to effect a public offering of Common Stock, par value \$0.001 per share, of the Company (the "Shares"), to be sold for the accounts of the undersigned and of the Company (the "Offering").

The undersigned recognizes that it is in the best financial interests of the undersigned, as an owner of stock of the Company entitled to be sold in the Offering, that the Company complete the proposed Offering.

The undersigned further recognizes that the shares of Common Stock of the Company now held or hereafter acquired by the undersigned (the "Company Securities") are, or may be, subject to certain restrictions on transferability imposed by United States federal securities laws. Notwithstanding these restrictions, the undersigned has agreed to enter into this Letter Agreement to further assure the Underwriters that the Company Securities of the undersigned will not enter the public market at a time that might impair the underwriting effort.

Therefore, as an inducement to the Underwriters to execute the Underwriting Agreement, the undersigned hereby acknowledges and agrees that (1) except for offers and sales by the undersigned to the Underwriters pursuant to the Underwriting Agreement, the undersigned will not directly or indirectly offer, sell, contract to sell, pledge, grant any option to purchase or

otherwise dispose of (collectively, a "Disposition") any Company Securities, or any securities convertible into or exercisable or exchangeable for, or any rights to purchase or otherwise acquire, any Company Securities held by the undersigned or acquired by the undersigned after the date hereof, or that may be deemed to be beneficially owned by the undersigned (collectively, the "Lock-Up Shares") pursuant to the Rules and Regulations promulgated under the Securities Act of 1933, as amended (the "Act"), and the Securities Exchange Act of 1934, as amended, for a period commencing on the date a registration statement covering the Offering and naming you as the lead managing underwriter of the Offering on the cover page and under the caption "Underwriting" (the "Registration Statement") is filed with the Securities and Exchange Commission, and ending 90 days after the date of the Company's Prospectus first filed pursuant to Rule 424(b) under the Act (or, if not filed pursuant to Rule 424(b), the date of the final prospectus for the Offering filed as part of the Registration Statement), inclusive (the "Lock-Up Period"), without the prior written consent of the Representative and (2) during the Lock-Up Period the undersigned shall not, directly or indirectly, exercise or seek to exercise or effectuate in any manner any rights of any nature that the undersigned has or may have hereafter to require the Company to register under the Act the undersigned's sale, transfer or other disposition of any of the Lock-Up Shares or other securities of the Company held by the undersigned, in particular, the undersigned agrees that without the prior written consent of the Representative, during the Lock-Up Period, the undersigned will not exercise any such rights pursuant to the Registration Rights Agreement between the undersigned and the Company dated March 23, 2005. The foregoing restrictions are expressly agreed to preclude the undersigned from engaging in any hedging, collar (whether or not for any consideration) or other transaction that is designed to or reasonably expected to lead to or result in a Disposition of Lock-Up Shares during the Lock-Up Period, even if such Lock-Up Shares would be disposed of by someone other than such holder. Such prohibited hedging or other transactions would include any short sale or any purchase, sale or grant of any right (including any put or call option or reversal or cancellation thereof) with respect to any Lock-Up Shares or with respect to any security (other than a broad-based market basket or index) that includes, relates to or derives any significant part of its value from Lock-Up Shares.

Notwithstanding the foregoing, (1) if, during the last 17 days of the Lock-Up Period, the Company issues an earnings release or (2) if, prior to the expiration of the Lock-Up Period, the Company publicly announces that it will release earnings results during the 16-day period beginning on the last day of the Lock-Up Period, then the restrictions imposed by this Letter Agreement shall continue to apply until the expiration of the 18-day period beginning on the issuance of such earnings release. In addition, notwithstanding the foregoing, if, during the last 17 days of the Lock-up Period, the Company makes a public announcement of material news or a material event relating to the Company, then the restrictions imposed by this Letter Agreement shall continue to apply until the expiration of the 18-day period beginning on the issuance of such public announcement. Notwithstanding the foregoing, the extension of restrictions pursuant to this paragraph shall not apply if, in the good faith determination of the Representative, the common stock of the Company is "actively traded" under Regulation M of the Securities and Exchange Commission.

Notwithstanding the agreement not to make any Disposition during the Lock-Up Period, you have agreed that the foregoing restrictions shall not apply to the following:

- (a) the Company Securities being offered in the prospectus included in the Registration Statement; or

- (b) transfers of Company Securities by the undersigned to an affiliate of the undersigned, provided the transferee agrees in writing to be bound by the restrictions of this Letter Agreement.

It is understood that the undersigned will be automatically released from the obligations under this Letter Agreement, and this Letter Agreement shall terminate, concurrently with any of the following events:

- (a) the Registration Statement is withdrawn;
- (b) the Company or the Underwriters notify any party that the Offering has been abandoned or the Company ceases to diligently pursue the completion of the Offering;
- (c) the Underwriting Agreement (other than the provisions thereof that survive termination) shall terminate or be terminated prior to payment for and delivery of the Shares;
- (d) the close of business on March 31, 2005, if the Registration Statement is not filed on or before such date; or
- (e) the close of business on July 31, 2005, if the Underwriting Agreement is not executed on or before such date.

In furtherance of the foregoing, the Company and its transfer agent and registrar are hereby authorized to decline to make any transfer of Lock-Up Shares if such transfer would constitute a violation or breach of this Letter Agreement. This Letter Agreement shall be binding on the undersigned and the respective successors and assigns of the undersigned.

The undersigned hereby represents and warrants that it has full power and authority to enter into this Letter Agreement. The undersigned understands that the Company and the Underwriters are relying upon this Letter Agreement in proceeding towards consummation of the Offering.

Very truly yours,

NORTHROP GRUMMAN SPACE & MISSION SYSTEMS
CORP.

By: /s/ Mark Rabinowitz

Mark Rabinowitz
Assistant Treasurer