

mkd 4-20-98

04-27-1998

PTO-1595  
1-31-92

RECORDED



U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

100695233

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

1. Name of conveying party(ies):

Richard M. Lober, Ali Fouladi  
Marc Elgaway

Additional name(s) of conveying party(ies) attached?

[ ] Yes [X] No

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

Name: Watkins-Johnson Company

Internal Address: \_\_\_\_\_

Street Address: 3333 Hillview Ave.

City: Palo Alto

State: California Zip: 94304

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

3. Nature of Conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other \_\_\_\_\_

Execution Date: 3/24/98; 3/28/98; 2/26/98

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

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

08/948,771

B. Patent No.(s)

Additional numbers attached? [ ] Yes [X] 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 patents involved: {1}

7. Total fee (37 CFR 3.41):.....\$40.00

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. A-63658/AJT/MSS  
(Attach duplicate of this page if paying by deposit account)

DO NOT USE THIS SPACE

04/22/1998 EDICKETT 00000006 08948771

05 FC:581 Statement and signature 40.00 DP

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

Maria Swiatek  
Signature

April 15, 1998  
Date

Total number of pages including cover sheet, attachments and document: [10]

OMB No. 0651-0011 (exp. 4/94)

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

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, DC 20231

File No. A-63658/AJT/MSS

107366

PATENT  
REEL: 9116 FRAME: 0644

ASSIGNMENT

WHEREAS, the undersigned: **Richard M. Lober, residing at 12429 Galesville Drive, Gaithersburg, Maryland 20878; Ali Fouladi Semnani, residing at 626 South Hanover Street, Baltimore, Maryland 21230; and Marc Elgaway residing at 14703 Mockingbird Drive, Darnestown, Maryland 20874;** have invented certain new and useful improvements in **SYSTEM AND METHOD FOR AN UNDERLAY CELLULAR SYSTEM**, and for which they have made application for Letters Patent of the United States, filed on October 10, 1997 under Serial No. 08/948,771, and which invention is fully described in the specification pertaining to said application.

WHEREAS, **WATKINS-JOHNSON COMPANY**, (hereinafter termed "Assignee"), a corporation of **CALIFORNIA**, having a place of business at **PALO ALTO, CALIFORNIA**, is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue or extension of any of said patents; and (e) all claims for damages by reason of past infringement of said Patents, with the right to sue for and collect the same for its own use and enjoyment, and for use and enjoyment of its successors, assigns or other legal representatives.
2. Said Inventors covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of

any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms, covenants and conditions of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

4. Said Inventors hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, said Inventors have executed and delivered this instrument to said Assignee the day and year below written.

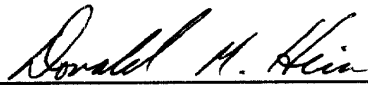
1)

  
Richard M. Lober

County of Montgomery )  
State of Maryland ) SS

On 3/24/98, 1998, before me, Donald M. Hein, Notary Public of the State of Maryland, personally appeared Richard M. Lober, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature   
(Seal)

**DONALD M. HEIN**  
Notary Public  
Prince George's Co., MD  
My Comm. Exps. Feb. 1, 2001

## ASSIGNMENT

WHEREAS, the undersigned: **Richard M. Lober, residing at 12429 Galesville Drive, Gaithersburg, Maryland 20878; Ali Fouladi Semnani, residing at 626 South Hanover Street, Baltimore, Maryland 21230; and Marc Elgaway residing at 14703 Mockingbird Drive, Darnestown, Maryland 20874;** have invented certain new and useful improvements in **SYSTEM AND METHOD FOR AN UNDERLAY CELLULAR SYSTEM**, and for which they have made application for Letters Patent of the United States, filed on October 10, 1997 under Serial No. 08/948,771, and which invention is fully described in the specification pertaining to said application.

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2. Said Inventors covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of

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IN WITNESS WHEREOF, said Inventors have executed and delivered this instrument to said Assignee the day and year below written.

2)

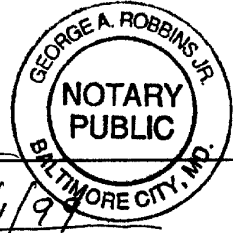
Ali Fouladi Semnani  
Ali Fouladi Semnani

Country of Baltimore }  
State of Maryland } SS

On Mar. 28<sup>TH</sup>, 1998, before me, GEORGE A. ROBBINS JR, Notary Public of the State of MARYLAND, personally appeared Ali Fouladi Semnani, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature George A. Robbins Jr



My commission expires 12/1/99

(Seal)

**ASSIGNMENT**

**WHEREAS, the undersigned: Richard M. Lober, residing at 12429 Galesville Drive, Gaithersburg, Maryland 20878; Ali Fouladi Semnani, residing at 626 South Hanover Street, Baltimore, Maryland 21230; and Marc Elgaway residing at 14703 Mockingbird Drive, Darnestown, Maryland 20874; have invented certain new and useful improvements in SYSTEM AND METHOD FOR AN UNDERLAY CELLULAR SYSTEM, and for which they have made application for Letters Patent of the United States, filed on October 10, 1997 under Serial No. 08/948,771, and which invention is fully described in the specification pertaining to said application.**

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- 2. Said Inventors covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of**



any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms, covenants and conditions of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

4. Said Inventors hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, said Inventors have executed and delivered this instrument to said Assignee the day and year below written.

3)

Marc Elgaway  
Marc Elgaway

County of MONTGOMERY

State of MARYLAND

}  
} SS

On FEB. 26, 1998, before me, DONALD M. HEIN, Notary Public of the State of MARYLAND, personally appeared Marc Elgaway, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Donald M. Hein

(Seal)

DONALD M. HEIN  
Notary Public  
Prince George's Co., MD  
My Comm. Exps. Feb. 1, 2001