

11-30-1999



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PATENTS ONLY

Please receive the attached original document(s) or copy(ies) thereof

Name(s) of CONVEYING Party or Parties: TAL Wireless Networks, Inc.		Name(s), Address(es) of RECEIVING Party (Parties): Wireless Networks, Inc. (California Corporation) 2322 El Camino Real San Mateo CA 94403	
Enter "X" if additional names are attached.		Enter "X" if additional names are attached.	
DOCUMENT EXECUTION DATE(S): <u>March 30, 1998 and December 23, 1997</u>			
NATURE OF CONVEYANCE:		Assignment	
Merger		Security Agreement	
Change of Name		X Other: Order Authorizing Sale of Assets and Bill of Sale and Assignment	
If document is being filed with a new application, EXECUTION DATE(S) OF DECLARATION: _____			
Patent Application Number(s):		Patent Number(s): 5,706,274	
Enter "X" if additional application numbers or patent numbers are attached.			
Mail correspondence concerning this document to: Becky L. Troutman Thelen Reid & Priest LLP 101 Second Street, Suite 1800 San Francisco, CA 94105-3601		Number of Applications/Patents Involved: <u>1</u>	
		Total fee (37 CFR § 1.21(h)): \$ <u>40</u>	
		X Fee is enclosed.	
		Charge Fee to Deposit Account 18-0810.	
		Charge Deficiencies to Deposit Account 18-0810.	
		Credit Overpayments to Deposit Account 18-0810.	
DO NOT USE THIS SPACE			
STATEMENT AND SIGNATURE: <i>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.</i>			
<u>Becky L. Troutman</u> Name of Person Signing		<u>Becky L. Troutman</u> Signature	
		<u>11/18/99</u> Date	
Attorney Docket No. <u>030631/000002</u>		Total number of pages submitted (including cover sheet): <u>5</u>	
Commissioner of Patents and Trademarks, BOX ASSIGNMENTS, Washington, D.C. 20231			

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HEENAN E. CASADY, CLERK
U.S. BANKRUPTCY COURT
NORTHERN DIST. OF CA.
SAN JOSE, CA.

CRAIG M. PRIM, I.D. 077820
PATRICK M. COSTELLO, I.D. 117205
STEPHEN T. O'NEILL, I.D. 115132
MURRAY & MURRAY
A Professional Corporation
3030 Hansen Way, Suite 200
Palo Alto, CA 94304-1009
(650) 852-9000

Attorneys for Debtor

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA

In re)	Case No. 97-58435-MM
TAL WIRELESS NETWORKS, INC.,)	Chapter 11 Case
Debtor.)	Date: February 13, 1998
)	Time: 10:00 a.m.
Employer's Tax Identification)	Place: 280 S. First Street
No.: 13-3768554)	Courtroom 3070
)	Judge: Hon. Marilyn Morgan

ORDER AUTHORIZING SALE OF ASSETS

The Debtor's Notice of Motion and Motion to Sell Assets having been filed with this Court on January 5, 1998, objections to the Motion having been filed by Agincourt, Inc. and RDC Networks, Inc., the matter came on regularly for hearing on February 13, 1998. Craig M. Prim of the law firm of Murray & Murray, A Professional Corporation, appeared on behalf of the Debtor. Nels R. Nelsen of the law firm of Gray, Cary, Ware & Freidenrich appeared on behalf of the Unsecured Creditors Committee. David V. Duperrault of the Silicon Valley Law Group appeared on behalf of Wireless Networks, Inc. Robert Gebhard appeared on behalf of the Office of the United States Trustee.

ORIGINAL

ORDER AUTHORIZING SALE OF ASSETS

MURRAY & MURRAY
A Professional Corporation
3030 Hansen Way, Suite 200
Palo Alto, CA 94304-1009
TELEPHONE (650) 852-9000 FACSIMILE (650) 852-9001
E-MAIL: emm@murraylaw.com

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1 RDC Networks, Inc. having withdrawn its objection at the
2 hearing; Wireless Networks, Inc. having amended its proposal to
3 purchase the assets; the Court having reviewed the pleadings
4 filed herein; and good cause appearing therefor,

5 IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

- 6 1. The Motion is granted.
7 2. The objection filed by Agincourt, Inc. is disallowed;
8 3. The Bill of Sale and Assignment executed by the
9 Debtor in favor of Wireless Networks, Inc. and attached to this
10 Order as Exhibit A is approved, subject to Paragraph 4 below.

11 4. The Debtor is authorized to sell the assets described
12 in the Bill of Sale and Assignment attached hereto as Exhibit
13 A, to Wireless Networks, Inc. for the following consideration:

- 14 A. Initial payment of \$7,000.00, payable
15 immediately; and
16 B. \$50.00 per unit for the first 1,000 units which
17 incorporates any of the assets purchased from
18 the Debtor.

19 3. The proceeds of said sale shall be held in trust
20 pending further Court Order, with the liens of Marcon Imports
21 Pty. Ltd. attaching to the sale proceeds.

22 Dated: March 30, 1998

Marilyn Morgan
HON. MARILYN MORGAN
United States Bankruptcy Judge

24 Approved as to form:
25
26

27 Wayne E. Johnson
28 Brobeck, Phleger & Harrison
Attorneys for Marcon Imports Pty. Limited

For valuable consideration, TAL Wireless Networks, Inc., a California corporation ("Seller"), sells, grants, conveys, transfers and assigns to Wireless Networks, Inc., a California corporation ("Buyer"), all of the property described on Exhibit A attached hereto and incorporated herein ("Purchased Assets.") Seller represents and covenants to Buyer, its successors and assigns that Seller has good and marketable title to all of the Purchased Assets and an unrestricted right to sell them to Buyer, free and clear of any lien, claim, security interest or other encumbrance. Upon delivery, and subject to Bankruptcy Court approval, Buyer will have good and marketable title to all of the Purchased Assets, free and clear of any lien, claim, security interest or other encumbrance.

Buyer shall pay to Seller the following sums in consideration for the Purchased Assets and the assignment of the Technology: \$4,000 upon the execution hereof; plus \$25 per unit for the first 1,000 units which incorporate any of the Purchased Assets and which are sold by Buyer or its assigns.

TAL Wireless Networks, Inc.

By:

References

TEA 10/25/60

Pursuant to B.L.R. 4002-1

EXHIBIT A

EXHIBIT B

to BILL OF SALE executed by TAL Wireless Networks, Inc. ("Seller") in favor of Wireless Networks, Inc., a California corporation.

The "Technology" shall mean and include all rights and interests of Seller in all intellectual property, whether now owned or hereafter developed or acquired, including all patents, patent applications, copyrights (whether or not registered), trademarks and trade names (whether or not registered), trade secrets, know-how, computer hardware, programs, software, systems and modules, including without limitation all source codes, object codes and data bases; and all discoveries, inventions, secret processes, proprietary arts, and secret, novel, or original ideas, applications, combinations, processes, specifications, formulas, algorithms, and technology, whether relating to any developed or designed products, machines, tools or equipment, or any components thereof, or otherwise, whether patentable or not patentable; together with all models, samples, drawings, sketches, plans, specifications, photographs, studies, analyses, reports, tests, applications, documents, or other materials relating thereto; and all other confidential or proprietary information; and all licenses relating to any of the property described above, whether as licensor or licensee; and all guaranties, warranties indemnity agreements, service agreements, maintenance agreements, insurance policies, and other agreements and contracts related thereto. The Technology includes without limitation: (a) all software known as TALNet, TALTalk, and NetBrick, the KA9Q Internet Protocol Package, and all software licensed by William Allen Simpson dba Computer Systems Consulting Services; and (b) the trade names "Tetherless Access, Ltd.," "TAL," "TAL Wireless Networks, Inc.," and all logos associated with Seller and its products.

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