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Submission Type

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Conveyance Type

Assignment Security Agreement

License Change of Name

Merger Other

U.S. Government
(For Use ONLY by U.S. Government Agencies)

Departmental File Secret File

Conveying Party(ies)

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name (line 1)

8 25 99

Name (line 2)

Second Party

Execution Date
Month Day Year

Name (line 1)

Name (line 2)

Receiving Party

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Name (line 1)

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City

State/Country

Zip Code

Domestic Representative Name and Address

Enter for the first Receiving Party only

Name

Address (line 1)

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PATENT

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

#

Application Number(s) or Patent Number(s)

Mark if additional numbers attached

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

Patent Application Number(s)

Patent Number(s)

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number only if a U.S. Application Number has not been assigned.

PCT PCT PCT
PCT PCT PCT

Number of Properties

Enter the total number of properties involved. #

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment:
Deposit Account

Enclosed Deposit Account

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

Deposit Account Number: #

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

William R. Hipp
Name of Person Signing

[Signature]
Signature

Sept 1, 99
Date

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (together with all of the schedules and exhibits attached hereto, this "Agreement") dated as of April 15 1999, is entered into by and among **Silicon Wireless, Limited** ("SWL"), a Cayman Island corporation, and **Silicon Wireless, Inc.** ("SWI"), a California corporation (SWL and SWI are collectively referred to herein as "Sellers"), and **SC-Wireless, Inc.**, a Delaware corporation ("Buyer").

RECITALS

A. Sellers are engaged in the business of research and development, manufacture and sale of certain proprietary telecommunication technology for use in the cellular telephone, digital information and communication industries (the "Business").

B. Sellers have filed voluntary petitions for relief under Chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the Northern District of California (the "Bankruptcy Court"), Case Nos. 99-51866-ASW and 99-51867-MM-11 and are currently operating their businesses as debtors in possession. The chapter 11 cases are being jointly administered and are collectively referred to herein as the "Bankruptcy Cases".

C. Prior to Sellers' filing of the Bankruptcy Cases, Buyer loaned SWL the principal sum of \$737,500, which loan (the "Pre-Bankruptcy Loan") is evidenced by that certain Secured Convertible Promissory Note dated March 12, 1999, executed by SWL to the order of Buyer (the "Pre-Bankruptcy Note").

D. Following Sellers' filing of the Bankruptcy Cases, Buyer loaned SWL and SWI the additional principal sum of \$1,000,000, which loan (the "Debtor in Possession Loan") is evidenced by that certain Stipulation for Debtor in Possession Financing, Priority of Advances and Adequate Protection ("Stipulation") approved by the bankruptcy judge in the Bankruptcy Cases orally at a hearing held on March 26, 1999 and by written order entered on or about March 30, 1999 (the "Post-Bankruptcy Note"). The Pre-Bankruptcy Loan and the Debtor in Possession Loan are collectively referred to herein as the "Loan" and the Pre-Bankruptcy Note and the Stipulation are collectively referred to herein as the "Note".

E. Buyer desires to purchase and Sellers desire to sell all of Sellers' right, title and interest in and to assets of Sellers related to the Business on the terms and subject to the provisions set forth in this Agreement, free and clear of any claims, liens, security interests or interests. The parties acknowledge that: (i) such purchase and sale shall be subject to the approval of the Bankruptcy Court pursuant to an order in form and substance satisfactory to Buyer ("Approval Order"); (ii) absent approval by the Bankruptcy Court, Sellers do not have the authority to consummate the sale contemplated hereby; (iii) a component of the purchase price contemplated hereby shall include a credit bid of the Loan pursuant to 11 U.S.C. § 363(k); and (iv) as additional consideration for Buyer's purchase of the assets, Buyer shall assume certain liabilities as specifically provided for herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agrees as follows:

1. Purchase and Sale of Assets

1.1 Agreement to Purchase and Sell. At the closing referred to in Section 8 (the "Closing"), Sellers shall sell, assign and transfer to Buyer, and Buyer shall purchase and acquire from Sellers, all of Sellers' assets, including, but not limited to, the following but excluding the Excluded Assets, as hereinafter defined:

(a) all of Sellers' right, title and interest in and to all patents, copyrights, intellectual property, know-how, proprietary information, trade secrets and all other intangible rights and assets used in connection with or necessary for the Business, whether absolute or contingent, and all of Sellers' right, title and interest and to the trade name "Silicon Wireless", "Spectrum Wireless" and any and all other trade names used by Sellers at any time in connection with the Business and all books and records of any kind or nature whether related to the foregoing or otherwise (collectively, the "Intellectual Property").

(b) all furniture, fixtures, machinery and equipment of any kind or nature owned by Sellers (the "Equipment"), including equipment subject to security interests in favor of Pentech Financial Services, Inc. ("Pentech"), subject to security interests in favor of Venture Lending & Leasing, Inc. ("Venture"), subject to the lease interest in favor of Phoenix Leasing Incorporated ("Phoenix"), and subject to the interest of any other lender or lessor to Sellers to the extent, but only to the extent, that Buyer specifically reaches agreement with Pentech, Venture, Phoenix and such other lenders or lessors as to specific equipment to be purchased and specific terms of assumption of liabilities acceptable to Buyer (the "Assumed Equipment Liabilities");

(c) all inventories of raw materials, supplies, work in process and finished goods of any kind or nature owned by Sellers at Closing (the "Inventory");

(d) all of Sellers' right, title and interest under the orders, commitments, instruments, contracts, agreements and understandings, including without limitation the contracts with third party licensors and with current and former employees of Sellers contemplated by the motion to assume executory contracts filed by the Sellers in the Bankruptcy Cases (the "Contracts");

(e) all of Sellers' right, title and interest in and to all insurance policies or other claims against third parties respecting the Business or the Assets (as defined below), except any policies of insurance concerning the acts or omissions of the officers or directors of Sellers (the "Insurance Policies");

(f) all of Sellers' right, title and interest in and to all permits, authorizations and licenses relating to the Business (the "Permits"), to the extent transferable;

(g) all of Sellers' loans to employees for the purchase of stock or otherwise, rights to recovery of employee relocation bonuses, signing bonuses or other payments made to employees of the Sellers prior to the filing of the Bankruptcy Cases, all causes of action against any employee with respect to any such loan or payment whether arising under the Bankruptcy Code or otherwise, and all other assets or causes of action related to any employee of Sellers, whether such employee constitutes a Transferred Employee and whether currently employed or formerly employed to the extent permitted in the Approval Order (the "Employee Causes of Action"); and

(h) all of Sellers' right, title and interest in and to the goodwill of the Business.

The properties, rights and claims referred to in this Section 1.1 are hereinafter referred to collectively as the "Assets."

1.2 Transfer of Title; Risk of Loss. Title to and all risk of loss of the Assets shall pass to the Buyer on the Closing Date.

1.3 Purchase Price. The purchase price payable by Buyer for the Assets shall be \$1,837,500, plus Buyer's assumption of the Assumed Liabilities as set forth in Section 1.4, payable as follows:

(a) **The Credit Bid.** At the hearing upon entry of the Approval Order, Buyer shall credit bid the indebtedness evidenced by the Note and secured by certain of the Assets pursuant to 11 U.S.C. § 363(k), and the amount of the Note, which shall be an amount not in excess of \$1,737,500, shall be a component of the purchase price. The Note shall be canceled as of the Closing Date and the amount thereof credited as set forth herein.

(b) **The Cash Consideration.** As of the Closing Date, Buyer shall pay to SWI good funds in an amount equal to the difference between \$1,837,500 and the amount of the credit bid referenced in (a) above (the "Cash Consideration") by cashier's check or by wire transfer to an account designated by Sellers with the approval of the Court.

1.4 Assumed Liabilities. As an additional consideration to Sellers for Buyer's purchase of the Assets, Buyer agrees to assume the following liabilities:

(a) **The Assumed Equipment Liabilities.** As of the Closing Date, Seller shall assume and assign to Buyer and Buyer shall assume the Assumed Equipment Liabilities and the other executory contracts shown on Schedule 1.4(a).

(b) **The Assumed Employee Liabilities.** As of the Closing Date, Buyer shall assume all liabilities for accrued but unpaid wages, salaries, commissions, including vacation and sick leave pay earned by employees of the Seller who are Transferred Employees and H1B Transferred Employees, as hereinafter defined, to the extent that the same are allowed as claims against the Seller pursuant to 11 U.S.C. §507(a)(1) and (3). The assumption of such liabilities shall not bind Buyer to pay the liabilities immediately, and Buyer may enter into such agreements with any Transferred Employees and H1B Transferred

Employees as it deems appropriate with respect to the Assumed Employee Liabilities. The amount of the Assumed Employee Liabilities shall constitute a portion of the purchase price payable hereunder and are estimated to be in the amount of not more than \$245,000.

1.5 Additional Assumed Liabilities. Buyer reserves the right at any time prior to or after the Closing Date to designate to Sellers additional executory contracts and/or unexpired leases that Buyer wishes to assume. If Buyer elects to assume any additional liabilities related to executory contracts or unexpired leases of Sellers, Buyer shall give to Sellers written notice designating (i) the executory contract or unexpired lease that Buyer desires that Sellers assume and assign to Buyers; (ii) the actual pecuniary loss that Buyer believes that the nondebtor party to such executory contract has suffered as a result of Sellers' default; (iii) the cure or adequate assurance of prompt cure that Buyer proposes with respect to such executory contract; (iv) the adequate assurance of future performance that Buyer, as assignee, proposes with respect to such executory contract; and (v) any agreement of the nondebtor party to such contract regarding the matters described in subsections (iii) or (iv).

1.6 Certain Excluded Assets. The items of property owned by Sellers described on Schedule 1.6 and including, without limitation, the Sellers' ownership of its subsidiaries in China and in France (collectively the "Excluded Subsidiaries") shall be excluded as Assets subject to the terms of this Agreement. Sellers and Buyer reserve the right at any time prior to the Closing to amend Schedule 1.6.

1.7 Allocation of Consideration. The purchase price paid by Buyer for the Assets shall be allocated between the Assets in accordance with Buyer's allocation.

2. Certain Employee Matters.

2.1 Transferred Employees. Sellers have provided and will provide to Buyer, prior to the Closing, the opportunity to offer employment with Buyer upon the Closing Date to all of the employees of Sellers. When employees who are offered employment by the Buyer on or after the Closing Date become employees of Buyer, they shall be referred to as "Transferred Employees". Buyer and any Transferred Employee may, at their option, commence their employment relationship at any time following the Closing. Buyer shall notify Sellers of any employee becoming a Transferred Employee.

2.2 Employee Benefit Plans. With respect to any accrued vacation or paid time off owed by either Seller to any Transferred Employee, Buyer shall be liable for only (i) the amount of the Assumed Employee Liabilities plus (ii) all accrued vacation and paid time off that is earned from and after the commencement of the Sellers' chapter 11 cases through and including the Closing Date.

2.3 Workers Compensation Claims. Buyer shall be responsible for workers compensation claims made by Transferred Employees only in respect of incidents occurring after the Closing Date.

2.4 Administration. Sellers are not expected to continue operating any businesses after the Closing Date and may, thereafter, have no employees after the Closing

Date, except as provided in Section 2.6 below with respect to the H1B Employees. After the Closing Date, Buyer shall make its employees and all records available to Sellers at such reasonable times as will not unreasonably interfere with Buyer's business and as may be necessary for the (a) administration by Sellers of any and all matters relating to employee benefits and workers' compensation claims affecting their employees, (b) preparation of tax returns and financial information for the Sellers, and (c) any other purposes reasonably requested by Sellers or their designated agents, and (d) in order to give effect hereto, Buyer may use Sellers' payroll service, payroll account, taxpayer identification number and any related records, procedures or personnel to ensure the uninterrupted payment and benefits to Transferred Employees. If, as a result of the transactions contemplated by this Agreement, reports are required to be filed with respect to Sellers' benefit plans, if any, Buyer is not obligated to file such reports.

2.5 WARN Act. Sellers shall file and disseminate any and all notices required to be given under the WARN Act in connection with the transactions contemplated by this Agreement. Sellers shall indemnify and hold harmless Buyer and its officers, directors, employees, agents, and professionals from any and all claims, obligations, liabilities, penalties, rights and demands, threatened or incurred, known or unknown, contingent or material, that may arise with respect to Sellers' obligations under the WARN Act. With respect to employees that are Transferred Employees, Buyer shall file and disseminate any and all notices required to be given under the WARN Act on or after the Closing Date. Buyer shall indemnify and hold harmless the Sellers and their officers, directors, employees, agents and professionals from any and all claims, obligations, liabilities, penalties, rights and demands, threatened or incurred, known or unknown, contingent or matured, that may arise under the WARN Act with respect to the Transferred Employees on or after the Closing Date.

2.6 The H1B Employees. Sellers employed not more than 24 employees as of the filing date of their chapter 11 cases whose residency in the United States is pursuant to H1B visas and TN visas issued to Sellers as the employer sponsor and who have applied and are seeking permanent residence status in the United States (collectively, the "H1B Employees"). Schedule 2.6 is a list of all employees of Sellers that are foreign nationals and who are living in the United States under H1B visas or TN visas. Seller represents and warrants, to the best of its current knowledge and belief, that Schedule 2.6 accurately represents the H1B filing status, permanent residence priority date, salary and related information regarding the immigration status of each of the employees whose name appears thereon. Buyer may offer employment with the Buyer upon the Closing Date to the H1B Employees and certain of the H1B Employees may elect, at or prior to the Closing, to ultimately obtain the status of Transferred Employees hereunder and to commence employment with Buyer (H1B Employees who become employed by Buyer shall thereafter be referred to collectively as the "H1B Transferred Employees"). Because of the H1B Employees' immigration status, however, the H1B Employees might not commence employment with Buyer and may not become Transferred Employees at Closing. Further, certain H1B Employees have indicated a desire, because of issues relating to their permanent immigrant residence status and not to their temporary non-immigrant visa status, to continue their current status as employees of Sellers even after the Closing and after it would otherwise be possible to petition for the granting of sequential H1B visas for such employees with Buyer being the sponsoring employer. With respect to (i) the H1B

Employees who are offered the prospect of future employment with Buyer and who indicate their desire to become employees of Buyer when H1B visas are granted with Buyer as the employer sponsor; or (ii) the H1B Employees who desire to remain employees of Sellers to preserve their immigrant permanent residence priority date status, and in either case agree to have their services contracted for by Buyer from Seller, Sellers and Buyer agree as follows:

(a) **Sellers' Agreement to Employ H1B Transferred**

Employees. Until the date that each H1B Employee's sequential H1B petition is granted such that the H1B Employee may become an employee of Buyer, ("H1B Employee Transfer Date"), Sellers shall, subject to and conditioned upon Buyer electing to continue the business formerly operated by Seller, which decision shall be made by Buyer in the exercise of its discretion, continue to employ all H1B Employees designated by Buyer ("Designated H1B Employees"). Immediately upon the Closing, Sellers shall provide to Buyer the services of all Designated H1B Employees at no extra fee or charge to Buyer except for Buyer's obligation to fund the expenses described in (b) below. Sellers' sole obligation with respect to the H1B Transfer Employees shall be to employ said employees for such time as Buyer may continue its business and provide the services of said employees to Buyer as provided herein. Buyer may use Sellers' payroll service, payroll account, taxpayer identification number and any related records, procedures or personnel to ensure the uninterrupted payment of wages and benefits to the Designated H1B Employees.

(b) **Buyer's Agreement to Fund Certain Expenses With**

Respect to H1B Transfer Employees. Buyer shall fund the following expenses related to the H1B Transferred Employees: (i) all salary and related expenses, including insurance and related benefit expenses, required to be paid by Sellers pursuant to subdivision 2.6(a); together with (ii) the legal fees, costs and expenses required to process with respect to each Designated H1B Employee, a sequential H1B visa pursuant to which Buyer shall be the employer sponsor rather than Sellers, and (iii) certain administrative expenses incurred in the Bankruptcy Cases for Sellers to maintain the employment of the Designated H1B Employees pursuant to such procedures as are agreed upon by Buyer and Sellers ("Employee Payment Reserve"). Immediately upon the occurrence of an H1B Transfer Date with respect to any Designated H1B Employee, such employee shall become a Transferred Employee and Sellers' and Buyer's obligations pursuant to Sections (a) and (b) shall be satisfied in full with respect to such H1B Transferred Employee.

(c) **Administration of the Employee Payment Reserve.**

Buyer and Sellers agree that Sellers may delegate to one or more agents acceptable to Sellers the administration of the Employee Payment Reserve and Buyer consents to such delegation subject to: (i) Sellers provide to Buyer in advance information concerning such agent and its ability to cause Sellers to perform their obligations under this Section 2.6; (ii) Buyer expressly consents in writing to the delegation of the Employee Payment Reserve and to any contract between Sellers and such agent pursuant to which the administration is delegated; and (iii) Buyer expressly agrees to payment of the costs, fees and expenses of such agent to the extent provided in subparagraph 2.6(b) .

(d) **Possibility of Employment At Sellers Post Closing.**

Certain of the H1B Employees have indicated to Buyer that they would prefer to remain

employees of Sellers rather than to prosecute sequential H1B petitions with Buyer as the employer sponsor because of the priority dates of their existing permanent residence applications and the fact that such priority dates would be re-assigned should such employees become employees of Buyer. Sellers and Buyer understand and acknowledge that the change of employers from Sellers to Buyer may cause unanticipated and, from the perspective of the individual H1B employees, potential undesirable consequences. Accordingly, Buyer hereby agrees to use its best efforts to develop a program and solution whereby such H1B Employees might retain their status as employees of Sellers for immigration purposes, and that as employees of Sellers, be subcontracted to Buyer. Buyer has advised Sellers that it is not presently aware that a solution to the H1B Employees' permanent residence problem exists under the immigration law and bankruptcy law, and that although Buyer will attempt to develop a solution it does not know whether it will ultimately be successful. Although Buyer will continue its effort to develop a solution to the H1B Employees' permanent residence problems, Buyer shall be under no obligation to assume any liability, or to take any risk that any liability might be deemed to have been assumed by Buyer, other than the Assumed Liabilities expressly provided for in this Agreement.

3. **No Assumption of Liabilities.** Except as expressly set forth herein, Buyer does not and shall not assume any liability or obligation of Sellers of any kind or nature whatsoever, matured or unmatured, fixed or contingent, disclosed or undisclosed, including any transferee or successor liability, nor shall Buyer be required to defend any suit or claim arising out of any act, omission or transaction of Sellers, regardless of whether any such liability or obligation corresponds or relates in any way to any Asset purchased by Buyer under this Agreement. Sellers agree to indemnify, protect, defend and hold Buyer harmless from and against any liability of Sellers not expressly assumed by Buyer under the terms of this Agreement.

4. **Closing Date.** The closing of the purchase of the Assets (the "Closing") shall occur after entry of the Approval Order and at a time and place mutually designated by Sellers and Buyer on or after April 15, 1999, or such other and later date as Sellers and Buyer may agree in writing. The date on which the Closing is held is referred to in this Agreement as the "Closing Date." At the Closing, the parties shall deliver the documents and instruments more fully described in Article 8 below.

5. **Representations and Warranties of Sellers.** Each of Sellers hereby represents and warrants, jointly and severally, that, at and as of the date of this Agreement and at and as of the Closing Date, the following statements are true and accurate:

5.1 **Organization, Qualification and Business.** To the best of Seller's current knowledge, information and belief: (a) Silicon Wireless Limited is a corporation duly organized, validly existing and in good standing under the laws of the Cayman Islands and is qualified to do business in the State of California; (b) Silicon Wireless, Inc. is a corporation duly organized, validly existing and in good standing under the laws of the State of California; (c) Sellers have all necessary corporate powers and hold all licenses and permits necessary to own their properties and to operate the Business as now owned and operated by them; and neither the ownership of their properties nor the nature of the Business requires Sellers to be

qualified in any jurisdiction other than California; and (d) since their dates of incorporation, Sellers have engaged in the "Business," described above, and no other business.

5.2 Authority and Authorization. Upon entry of the Approval Order, Sellers will have the power and authority to execute, deliver and carry out the provisions of this Agreement and to perform their obligations hereunder, and all such action has been duly and validly authorized by all necessary proceedings on its part.

5.3 Execution and Binding Effect. This Agreement has been duly and validly executed and delivered by Sellers and, subject to entry of the Approval Order, constitutes legal, valid and binding obligations of Sellers enforceable in accordance with the terms hereof.

5.4 Authorization and Filings. Except for entry of the Approval Order by the Bankruptcy Court and the requirement that certain patent transfers related to the Intellectual Property and the transfer of the experimental license granted to Sellers by the FCC must be approved by governmental entities, no authorization, consent, approval, license, exemption or other action by, and no registration, qualification, designation, declaration or filing with, any governmental agency or office is or will be necessary in connection with the execution and delivery of this Agreement, consummation of the transactions herein contemplated, or performance of or compliance with the terms and conditions hereof.

5.5 Absence of Conflicts. To the best of Sellers' current knowledge, information and belief, neither the execution and delivery of this Agreement nor the consummation of the transactions herein contemplated nor the performance of or compliance with the terms and conditions hereof will (a) violate any law or government regulation, or (b) conflict with or result in a breach of or a default under the articles of incorporation or bylaws of Sellers.

5.6 Schedules and Statements. To the best of Sellers' current knowledge, information and belief, all filings, schedules, financial statements, and other books, records and documents submitted by Sellers to Buyer or pursuant to the Bankruptcy Cases are true, correct, complete and accurate, and fairly reflect the assets and liabilities of Sellers and their subsidiaries, including but not limited to the Schedules and Statements of Financial Affairs prepared by Sellers in connection with the Bankruptcy Cases (the "Statements and Schedules"). Sellers shall immediately notify Buyer in writing if they learn of or otherwise determine that any of the Statements and Schedules misstate any facts or inaccurately describe the assets and liabilities of Sellers.

5.7 Intellectual Property. Schedule 1.1(a) contains a list of all patents and applications therefor, trademarks, trade names, service marks and copyrights and other Intellectual Property used or owned by Sellers. Except as otherwise disclosed in Schedule 1.1(a):

(a) Sellers own or hold under license, or otherwise have the valid right to use, all of the Intellectual Property.

(b) The Intellectual Property and trade secrets owned, licensed or otherwise used by Sellers, together with property in development which will constitute Intellectual Property when developed, constitute all such intellectual property rights necessary or required for the conduct of the business of Sellers as currently conducted and, to the Sellers' best knowledge, no Intellectual Property materially infringes on the intellectual property or similar rights of any other Person, provided, however, that Buyer acknowledges that Seller has disclosed that there is a possibility that Ericsson holds a patent which may block the further development of one or more the of the patents constituting Intellectual Property.

(c) There are no royalties, honoraria, fees or other payments payable by Sellers to any Person by reason of the ownership, use, license, sale or disposition of the Intellectual Property.

(d) Sellers have not received from any third party any notice, charge, claim or other assertion that Sellers are infringing any intellectual property right of any third party.

(e) Sellers have not sent to any third party nor otherwise communicated to another Person any notice, charge, claim or other assertion of infringement by or misappropriation of any intellectual property right material to the business of Sellers by such other Person, nor, to the best knowledge of Sellers, is any such infringement misappropriation occurring or threatened.

5.8 Title to Properties; Absence of Encumbrances. Upon entry of the Approval Order, Sellers are conveying to Buyer good and marketable title to the Assets, free and clear of all mortgages, liens, security interests, encumbrances, titles, defects, or adverse claims of any kind, including bulk transfer act liabilities or claims of any conditional sales agreement or other title retention agreement claims, except the Assumed Liabilities that Buyer has expressly agreed to assume. None of the Assets is subject to a lease to or from a third party and Sellers have granted to no third party a lien or security interest in the Assets, except the liens and security interests granted in favor of Buyer and as specifically provided herein with respect to Pentech, Venture, Phoenix and other equipment lenders or lessors.

5.9 Real Property. Sellers own no real property and the Premises, ATS license the Sellers' former premises and Sellers' interests under that certain License Agreement dated August 8, 1999 by and between SWI and American Tower Systems, L.P. are the only parcels of real property leased to Sellers. Neither of such leases, nor any sublease associated therewith, are Assets subject of this Agreement.

5.10 Product Warranties. There are no past, pending or threatened claims for breach of warranty, express or implied, arising by contract or by operation of law or otherwise, or any claim under any theory or fact in respect of products shipped by Sellers at any time either before or after the date hereof, except as disclosed by Sellers to Buyer with respect to the contract dated August 21, 1997 by and between Tracy Corporation II, DBA Western Total Communications and Sellers (The "WTC Contract").

5.11 Assets Sufficient for Conduct of Business. The Assets constitute, or will constitute when and if the Equipment subject to the assumed Equipment Liabilities is purchased, all of the assets required for Buyer to conduct the Business as it is presently conducted.

5.12 Liabilities. To the Sellers' best knowledge, all material liabilities of Sellers (whether accrued, unmatured, contingent, or otherwise and whether due or to become due) are set forth in the Statements and Schedules, and other than the Assumed Liabilities, Buyer shall have no obligation of any kind or nature with respect to any liabilities, all of which shall remain liabilities of Sellers to be asserted as claims against the Sellers in the Bankruptcy Cases.

5.13 Permits; Compliance with Laws. To the best of Sellers' current knowledge, information and belief: (a) Sellers hold the Permits referred to in Section 1.1(f) hereof, each of which is valid and unimpaired; (b) the Permits constitute all of the licenses, permits and authorizations required for the ownership or occupancy of the Assets and the operation of the Business and Sellers hold no governmental licenses, permits and authorizations other than those referred to in Schedule 1.1(f) and those associated with the Intellectual Property; (c) Sellers' Business is and has been operated in compliance therewith and all laws and regulations (federal, state, local and foreign) applicable to it, and all required reports and filings with governmental authorities have been properly made where the failure to comply or file would have a material adverse effect on the Business, operations or financial condition of Sellers; and (d) Sellers have not entered into any material agreement with, had any material dispute with, or been investigated by, any governmental authority, community group, or other third party that could materially and adversely restrict the operation of its Business.

5.14 Employees.

(a) Except as previously disclosed to Buyer, Sellers have never maintained nor currently maintain any plan in accordance with the Employee Retirement Income Security Act of 1974 ("ERISA"), nor have Sellers or their predecessors ever contributed to or otherwise participated in or has been required to contribute to or otherwise participate in any Multiemployer Plan as defined in Section 4001(a)(3) of ERISA.

(b) Sellers have provided to Buyer a true and correct list of the names and addresses of all officers, directors, employees, agents and manufacturer's representatives of Sellers, stating the rates of compensation payable to each and setting forth the vacation time, sick leave and other paid time off accrued for each of them through the Closing Date. Other than with respect to the Assumed Employee Liabilities or as provided in Section 2.6 above, Buyer shall have no obligation of any kind or nature for the payment of any of the foregoing, and each employee and each former employee shall assert any such claims against Sellers in the Bankruptcy Cases. No other person, except accountants, auditors and attorneys, regularly performs compensable services for Sellers.

5.16 Immigration Matters. To the best of their knowledge, since the date of their formation, Sellers have complied with the requirements of the Immigration Reform and Control Act of 1986, including without limitation, the requirement that Sellers verify the

eligibility of all employees hired by Sellers after November 6, 1986 for lawful employment in the United States.

5.17 No Burdensome Restrictions or Laws. To the best of Sellers' current knowledge, information and belief: (a) except for the Bankruptcy Cases, there is no action, suit or proceeding pending or threatened by or against Sellers which if adversely determined could materially affect the Assets or the Business as it is currently conducted, or which seeks to restrain, prohibit or invalidate any of the transactions contemplated by this Agreement, in any court, or by or before any Federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, or before any arbitrator of any kind ("Suit or Proceeding"); (b) there are no governmental investigations pending or, to the best knowledge of Sellers, threatened, and no decrees, injunctions or orders of any court, governmental department or agency are outstanding against Sellers, affecting the Assets; and (c) Sellers are not in violation of any applicable law, regulation, ordinance, or any other requirement of any governmental body or court arising out of the operation of the Business, and no notice has been received by Sellers or any of its officers or directors alleging any such violation.

5.18 Environmental Matters. To the best of Sellers' current knowledge, information and belief, Hazardous Materials (as hereinafter defined) have not at any time been generated, used, treated or stored on, or transported to or from, the Premises except in accordance with applicable law, (b) Hazardous Materials have not at any time been released or disposed of on the Premises, except in accordance with applicable law, (c) Sellers are in compliance in all material respects with all Environmental Laws (as hereinafter defined) applicable to Sellers and the requirements of any permits issued under such Environmental Laws with respect to the Premises, (d) there are no past, pending or threatened Environmental Claims (as hereinafter defined) against Sellers or the Premises that individually or in the aggregate could have a material adverse effect on the operation of the Business by Buyer or the Assets, (e) there are no facts or circumstances, condition or occurrence on the Premises, that could reasonably be anticipated (i) to form the basis of an Environmental Claim against Sellers or the Premises that individually or in the aggregate could have a material adverse effect on the operation of the Business by Buyer or the Assets or (ii) to cause the Premises to be subject to any restrictions on the ownership, occupancy use or transferability of the Premises under any Environmental Law and (f) there are not now and never have been any underground storage tanks located on the Premises.

For purposes of this Agreement, the following terms shall have the following meanings: (A) "Hazardous Materials" shall mean (i) any petroleum or petroleum products, radioactive materials, asbestos in any form that is or could become friable, urea formaldehyde foam insulation, transformers or other equipment that contain dielectric fluid containing polychlorinated biphenyls, and radon gas; (ii) any chemicals, materials or substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "contaminants" or "pollutants," or words of similar import, under any applicable Environmental Law; and (iii) any other chemical, material or substances, exposure to which is prohibited, limited or regulated by any governmental authority, excluding substances that are generally recognized as safe pursuant to 21 C.F.R. §521 (1988);

56096.2

(B) "Environmental Law" means any federal, state or local statute, law, rule, regulation, ordinance, code, policy or rule of common law now in effect and in each case as amended and any judicial or administrative interpretation thereof, including any judicial or administrative order, consent decree of judgment, relating to the environment, health, safety or Hazardous Materials, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601 et seq. ("CERCLA"); the Hazardous Materials Transportation Act, as amended, 49 U.S.C. §1801 et seq.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §6901 et seq.; the Federal Water Pollution Control Act, as amended 33 U.S.C. §1251 et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; the Clean Air Act, 42 U.S.C. §7401 et seq.; the Safe Drinking Water Act, 42 U.S.C. §3808 et seq.; and relevant state statutes; (C) "Environmental Claims" means any and all administrative, regulatory or judicial actions, suits, demands, demand letters, claims, liens, notices of noncompliance or violation or other notices, investigations or proceedings relating in any way to any Environmental Law (for purposes of this subclause (C) "Claims") or any permit issued under any such Environmental Law including without limitation (i) any and all Claims by governmental or regulatory authorities for enforcement, cleanup, removal, response, remedial or other actions or damages pursuant to any applicable Environmental Law and (ii) any and all Claims by any third party seeking damages, contribution, indemnification, cost recovery, compensation or injunctive relief resulting from Hazardous Materials or arising from alleged injury or threat of injury to health, safety or the environment; and (D) "Release" means disposing, discharging, injecting, spilling, leaking, leaching, dumping, emitting, escaping, emptying, seeping, placing and the like, into or upon any land or water or air, or otherwise entering into the environment.

5.19 Equity Investments. Sellers hold no equity interest in any entity and are not and have not agreed or otherwise become obligated to become a general partner of any entity or otherwise generally liable for or on account of the liabilities, acts or omissions of any entity, other than their ownership of the Excluded Subsidiaries (as defined in Schedule 1.6). Sellers have not acquired and have not agreed or otherwise become obligated to acquire securities or other interests in or make capital contributions, loans or other investments to or on account of any entity.

5.20 Insurance. The types of coverage, risks insured and policy limits of Sellers' insurance have been of a sort customarily maintained by operators of businesses similar to that of Sellers.

6. Sellers' Obligations Before Closing.

6.1 Buyer's Access to Premises and Information. Sellers shall provide to Buyer and their counsel, accountants and other representatives shall be entitled to have full access during normal business hours to all Sellers' properties, books, accounts, records, contracts and documents of or relating to the Assets. Sellers shall furnish or cause to be furnished to Buyer and its representatives all data and information concerning the Business, finances and properties of Sellers than may reasonably be requested.

6.2 Employees and Compensation. Sellers will not do or agree to do any of the following acts without the Buyer's consent, which consent may be communicated

orally or otherwise to Sellers: (i) grant any increase in salaries payable or to become payable or to become payable by either of them, to any officer, employee, sales agent, or representative; (ii) increase benefits payable to any officer, employee, sales agent, or representative under any bonus or pension plan or other contract or commitment.

7. Conditions to Closing.

7.1 Conditions Precedent to Obligation of the Buyer. The obligation of Buyer to consummate the purchase of the Assets is subject to the fulfillment, prior to or at the Closing, of each of the following conditions (all of which are for the sole benefit of Buyer and any or all of which may be waived solely by Buyer):

(a) All representations and warranties of Sellers to Buyer shall be true and correct in every respect as of the Closing Date;

(b) Sellers shall have performed and complied with all obligations and covenants required by this Agreement to be performed or complied with by them prior to or at the Closing;

(c) The Approval Order shall have been entered, in form and substance satisfactory to Buyer;

(d) The execution and delivery of this Agreement by Sellers and the performance of its covenants and obligations under it shall have been duly authorized by all necessary corporate action, and shall have been approved by unanimous vote of the directors of Sellers, and Buyer shall have received copies of all resolutions pertaining to that authorization, certified respectively by the secretary of Sellers; and

(e) Sellers shall have delivered to Buyer the documents and instruments described in Section 8.1 below.

7.2 Conditions Precedent to Obligation of Sellers. The obligation of Sellers to consummate the sale of the Assets under this Agreement is subject to the fulfillment, prior to or at the Closing, of the following conditions:

(a) There shall not be in effect any injunction or restraining order issued by a court of competent jurisdiction in an action or proceeding against the consummation of the purchase and sale pursuant to this Agreement;

(b) Buyer shall be prepared to deliver to Sellers the Cash Consideration by cashier's check or by wire transfer of immediately available funds to an account designated by Sellers; and

(c) Buyer shall have delivered to Sellers the documents and instruments described in Section 8.2 below.

8. The Closing.

8.1 Deliveries to be Made by Sellers. At the Closing, Sellers shall deliver to Buyer or Buyer's counsel the following original documents or counterpart signature pages thereof, fully executed by all parties thereto except Buyer, all of which, as of the Closing Date, shall be in full force and effect and subject to no conditions precedent except the consummation of the Closing:

- (a) This Agreement with all Schedules and Exhibits completed and attached;
- (b) The Approval Order, in form and substance satisfactory to Buyer;
- (c) Such agreements as Buyer believes are necessary and appropriate to evidence any obligations with respect to the Assumed Equipment Liabilities, in form and substance satisfactory to Buyer; and
- (d) Such other agreements, assignments, documents, estoppels and certificates as Buyer may request in its reasonable discretion.

8.2 Deliveries to be Made by Buyer. At the Closing, Buyer shall deliver to Sellers or Sellers' counsel the following original documents or counterpart signature pages, fully executed by all parties thereto except Sellers, all of which, as of the Closing Date, shall be in full force and effect and subject to no conditions precedent except the consummation of the Closing:

- (a) The Cash Consideration, payable by cashier's check or by wire transfer of immediately available funds;
- (b) The counterpart signature pages to the documents and agreements described in Subsections 8.1(a) and (c) above.

9. Further Agreements of the Parties.

(a) **Post Closing Accommodations by Third Parties.** From and after the date of this Agreement, Sellers shall use their best efforts to obtain certain accommodations from third parties as set forth herein. Sellers and Buyer acknowledge that the failure of the landlord of the Premises to re-negotiate the terms of the lease of the Premises on terms acceptable to Buyer will result in the requirement that Buyer re-locate the Business to another location. Sellers agree to use their best efforts, whether by agreement with the landlord of the Premises, through motion or other action in the Bankruptcy cases or otherwise, to preserve the right of Buyer to continue to occupy the premises for a period of not less than 60 days after the Closing or such other time as is specifically contemplated by the Approval Order. To the extent that there is generated a claim for administrative rent during such period and provided that such administrative rent is not in excess of the contract rent due with respect to the Premises under Sellers' existing lease thereof, net of subtenant rent payable and paid by Sellers' sublessee,

and is otherwise on terms and conditions otherwise acceptable to Buyer, then Buyer hereby agrees to fund to Sellers for payment to the landlord, any expense required to retain such continuing right of possession.

(b) **Further Assurances.** From and after the date of this Agreement, Sellers shall provide to the Buyer such assistance and cooperation as may be reasonably necessary in order to facilitate the transfer of ownership of the Assets as contemplated by this Agreement, to operate and/or use the Assets as they are currently being operated and/or used and to effectuate the intent of this Agreement, in an efficient and orderly manner so as to minimize interruption of or interference with the Buyer's conduct of its business from and after the date hereof, including without limitation, providing Buyer, and its counsel, accountants and other representatives, such access to their books and records which, after Closing, are in the custody or control of Sellers, as Buyer reasonably requires. Similarly, Buyer shall afford Seller and its counsel, accountants and other representatives, reasonable access to books and records and reasonable opportunity for duplication and retention of the same as is necessary for the discharge by Sellers of their fiduciary duties in the Bankruptcy Cases, provided however that Buyer shall have no obligation to provide access to books and records with respect to any action or contemplated action by Seller against Buyer, against any shareholder, officer or director of Buyer or with respect to any action that would affect Buyer's ability to operate the Business and the Assets except as may be required by a court of competent jurisdiction.

(c) **Consents.** Sellers shall use their best efforts to assist Buyer in obtaining at the earliest practicable date, in form and substance reasonably satisfactory to Buyer, all consents and approvals required to assign to Buyer the rights of Sellers under any order, commitment, lease, contract or other agreement to be assigned to Buyer.

10. **Costs and Expenses.**

10.1 **No Finder's or Broker's Fees.** Each of Sellers and Buyer represents and warrants that it has dealt with no broker or finder in connection with any of the transactions contemplated by this Agreement, and insofar as it knows, no broker or other person is entitled to any commission or finder's fee in connection with any of these transactions.

10.2 **Sales and Use Taxes.** Buyer shall pay any sales, use and transfer taxes arising out of the sale of the Assets pursuant to this Agreement. Buyer shall not be responsible for any business, occupation, withholding, payroll, gross receipts or other taxes of any kind related to any period before the Closing Date.

11. **Miscellaneous.**

11.1 **Extensions and Waivers.** The parties may, by written agreement signed by all parties, (i) extend the time for the performance of any of the obligations or other acts of the parties hereto, (ii) waive any inaccuracies in any of the representations or warranties contained in this Agreement or in any instruments and documents delivered pursuant to this Agreement, (iii) waive compliance with, or modify any of the covenants or agreements contained in this Agreement or (iv) waive or modify performance of any of the obligations or other acts of either of the parties hereto.

11.2 Notices. Any notice, request or other document to be given hereunder to any party shall be in writing and sent by registered or certified mail, postage prepaid, at its address set forth below:

If to Buyer: SC-Wireless, Inc.
c/o Frank T. Pepler
Stein & Lubin LLP
600 Montgomery Street, 14th Floor
San Francisco, CA 94111

If to Sellers: Silicon Wireless, Ltd
Silicon Wireless, Inc.
c/o David S. Caplan
Brooks & Raub
721 Colorado Avenue, #101
Palo Alto, CA 94303

Any party may change its address for receiving notices by giving written notice of such change to the other parties.

11.3 Governing Law; Section Headings. This Agreement shall be governed by and construed in accordance with the laws of the State of California and, to the extent applicable the laws of the United States with respect to the Bankruptcy Cases and issues related thereto. The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

11.4 Attorneys' Fees. If any party to this Agreement should bring any legal action or arbitration or other proceeding to enforce the provisions of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party or parties shall be entitled to recover its reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

11.5 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instruments.

11.6 Entire Agreement. This Agreement, the Schedules hereto, the Approval Order and the agreements, contracts and instruments delivered pursuant hereto, contain the entire agreement between the parties hereto and supersede all prior agreements and undertakings between the parties hereto relating to the subject matter hereof and thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

SELLER:

Silicon Wireless, Limited,
a Cayman Island corporation

By: _____

Its: _____

SELLER:

Silicon Wireless, Inc.,
a California corporation

By: _____

Its: _____

BUYER:

SC-Wireless, Inc.,
a Delaware corporation

By:  _____

Its: A Member of its Executive Committee

By: _____

Its: A Member of its Executive Committee

By: _____

Its: A Member of its Executive Committee

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

SELLER: **Silicon Wireless, Limited,**
a Cayman Island corporation

By: _____

Its: _____

SELLER: **Silicon Wireless, Inc.,**
a California corporation

By: _____

Its: _____

BUYER: **SC-Wireless, Inc.,**
a Delaware corporation

By: _____

Its: A Member of its Executive Committee

By: 

Its: A Member of its Executive Committee

By: 

Its: A Member of its Executive Committee

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

SELLER: **Silicon Wireless, Limited,**
a Cayman Island corporation

By: _____

Its: _____

SELLER: **Silicon Wireless, Inc.,**
a California corporation

By: _____

Its: _____

BUYER: **SC-Wireless, Inc.,**
a Delaware corporation

By: _____

Its: A Member of its Executive Committee

By: _____

Its: A Member of its Executive Committee

By: William J. Casan

Its: A Member of its Executive Committee

Schedule 1.1(a) - Intellectual Property

ID	Title	Country	Application #	Patent #	Date Issued	Date Filed	Priority Date	Inventors
9001	RESOURCE ALLOCATION FOR WIRELESS COMMUNICATION SYSTEM							Scheinert, Uyehara, Wallerius
100	METHOD AND APPARATUS FOR WIRELESS COMMUNICATION EMPLOYING COLLECTOR ARRAYS (111 claims)	US		5715516	2/3/96	10/18/95	10/18/95	Howard, Smith, Coates, Vestano
	(77 claims)	PCT	PCT/US96/17174		1/18/96	10/15/96	10/18/95	
		EPO	PCT/US96/17174					
		Japan	PCT/US96/17174			4/20/96		
		Mexico	PCT/US96/17174			4/18/96		
		Korea	702615/1996			4/17/96		
		Singapore	PCT/US96/17174			4/18/96		
		China	96196792.6			10/15/96		
		Canada	2234623			4/14/96		
		Taiwan	85113033	88311	8/11/97	4/22/97		
		Argentina	P960101778			7/18/96	10/15/95	
		India	1645/MAS/96			10/18/96		
100A	METHOD AND APPARATUS FOR WIRELESS COMMUNICATION EMPLOYING COLLECTOR ARRAYS FOR RANGE EXTENSION (62 claims)	US		5605576	8/6/96	4/19/96	10/18/95	Worley, Howard, Coates, Vestano
100B	METHOD AND APPARATUS FOR REDUCING INTERMODULATION DISTORTION IN DIGITAL WIDEBAND TRANSMISSION SYSTEMS	US	08/678424			7/8/96	7/8/96	Worley
		PCT	PCT/US97/11749			2/7/97	7/8/96	
		EPO	87932510.7			1/8/96		
		Japan	PCT/US97/11749			1/8/96		
		Singapore						
		Taiwan						
		India	1499/MAS/97			7/4/97		
101	METHOD AND APPARATUS FOR WIRELESS COMMUNICATIONS EMPLOYING AGGREGATION FOR DIGITAL SIGNALS	US	08/601711			2/14/97		Wallerius, Walters, Vestano
		PCT	PCT/US98/02688			11/2/96	2/4/97	
		India				2/13/96		
101A	METHOD AND APPARATUS FOR WIRELESS COMMUNICATIONS EMPLOYING CONFIDENCE METRIC PROCESSING FOR BANDWIDTH REDUCTION	US	08/666700			5/30/97		Walters, Wallerius, Vestano, Uyehara
101B	METHOD AND APPARATUS FOR WIRELESS COMMUNICATIONS EMPLOYING CONTROL FOR CONFIDENCE METRIC BANDWIDTH REDUCTION	US	08/669681			7/3/97		
		PCT	PCT/US98/10616			5/28/96		
		Taiwan	87106456			6/2/96	5/30/97	
		India				5/28/96		
		Argentina				5/28/96	5/30/97	
102	AGGREGATION OF SHAPED DIRECTIONAL RECEIVING ANTENNA ARRAYS FOR IMPROVED LOCATION INFORMATION	US	08/667105			12/23/97		Jennings
		PCT				12/22/96		
103	IMPROVED LOCALIZATION OF SHAPED DIRECTIONAL TRANSMITTING AND TRANSMITTING/RECEIVING ANTENNA ARRAYS	US	08/001370			12/31/97		Jennings
		PCT				12/28/96		
		India				12/23/96		
103A	METHOD AND APPARATUS FOR COLLECTOR ARRAYS IN WIRELESS COMMUNICATIONS SYSTEMS (6 claims)	US	08/017188			2/2/96		McLaughlin, Raack, Vestano, Wallerius, Smith, Howard, Coates
		Taiwan						
		Argentina	P96 01 00421			2/2/96		
103B	METHOD AND APPARATUS FOR COLLECTOR ARRAYS OF DIRECTIONAL ANTENNAS CO-LOCATED WITH ZONE MANAGERS IN WIRELESS COMMUNICATIONS SYSTEMS (4 claims)	US	08/017186			2/2/96		McLaughlin, Raack, Vestano, Wallerius, Smith, Howard, Coates
		Taiwan						
		Argentina	P96 01 00420			2/2/96	2/2/96	
103C	METHOD AND APPARATUS FOR NETWORK CONTROL IN COMMUNICATIONS NETWORKS	US	08/133282			8/12/96		Smith

Schedule 1.1(f)

1. Grant of Equipment Authorization (FCC)
FCC Identifier: MY3XTS1900-100
Granted: July 13, 1998

2. OET Experimental License (FCC)
File No. 6095-EX-PL-1998
Granted: January 12, 1999

Schedule 1.4(a)

**Assumed Equipment Liabilities and
Other Executory Contracts**

Equipment:

<u>Name of Party</u>	<u>Nature of Contract</u>
Pentech Financial Services, Inc.	Equipment Financing Contract No. 200151, dated September 1, 1998 and schedules thereto, as modified and amended.
Phoenix Leasing Incorporated	Master Lease Agreement No. 0114 dated March 3, 1998, and schedules thereto, as modified, amended and restated.
Venture Lending & Leasing, Inc.	Loan Agreement dated August 2, 1996, and Notes related thereto, as modified, amended and restated.
AT&T Capital Corporation	Master Equipment Lease Schedule dated May 18, 1998, as modified and amended.
Telogy	Equipment Lease

Other:

<u>Name of Party</u>	<u>Nature of Contract</u>
American Tower Systems, L.P.	License Agreement No. 855201 dated August 8, 1998.
Cadence Design	Software License
ISR Global Telecom	Software License
Moffet, Larson, et al.	Software License
Signal & Software Ltd.	Software License
Telos Engineering	Software License
Vertel Corporation	Software License
Wind River Systems	Software License
Clydesdale IM Consulting	Software License
California Wireless	Software License
Tandem Product Eval.	Software License
All Employees	Confidentiality Agreements

Schedule 1.6

Excluded Assets

1. Shares of Cellular Telecom (China) Limited
2. Shares of Silicon Wireless SARL
3. Rights under any policy of insurance concerning the acts or omissions of the officers and/or directors of Sellers, if any.

Definition

As an individual proceeds with the same company thru the H1-B and then Perm Res processes, sometimes their title may change. Form I-129 shows the title at the H1-B stage and Form ETA-750 shows the title at the Perm Res stage. This distinction helps HR to track our recruiting efforts.

The degree the individual has plus their experience year / The degree the position requires

Number of years individual has spent in either H-4 or H1-B status. This helps HR to estimate length of time one has left to attain Adjustment of Status.
Total allowable amount = 6 years (the length of 2 full H1-B terms)

NB = New Blanket EB = Existing Blanket S = Single

Labor Condition Application Number - for HR tracking purposes

Unique number assigned to each individual for H1-B. Separate # is assigned for permanent residency.

Date Labor Certification (Perm Res) case is first received at EDD. This is the date to measure estimated completion and progress for Permanent Residency

Date Visa Petition is complete. This is step 2 of 3 of Perm Res.

Date Adjustment of Status is complete. This is step 3 or 3 of Perm Res.

Title (I-129 or ETA 750 Form)

Degree Has/ Req

Prior Yrs In "H"

LCA Type (NB/ EB/S)

LCA #

INS Rec #

Priority Date

Visa Petition Done (INS)

Adj of Status Done (INS)