FORM PTO-1619A Expir 5, 06/30/99 OMB US 61-0027

04-10-2000

U.S. Department of Commerce Patent and Trademark Office PATENT



ากนะก. เพล 101312872 FEB 28 AM 10: ORECORDATION FORM COVER SHEET OPR/FINANCE PATENTS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies). Submission Type Conveyance Type Security Agreement Assignment New Resubmission (Non-Recordation) License Change of Name Document ID# Correction of PTO Error Merger Other Reel # Frame # U.S. Government **Corrective Document** (For Use ONLY by U.S. Government Agencies) Reel # Frame # **Departmental File** Secret File Conveying Party(ies) Mark if additional names of conveying parties attached **Execution Date** Month Day Name (line 1) GEC Partners, LLP, an Arizona limited liability partnership 02 24 00 Name (line 2) Execution Date 4700 South McClintock Drive, Suite 120, Tempe, AZ, 85282 Second Party Month Day Name (line 1) Name (line 2) Receiving Party Mark if additional names of receiving parties attached If document to be recorded Name (line 1) BroadBand Patents, LLC, is an assignment and the receiving party is not domiciled in the United Name (line 2) a Delaware limited liabilty company States, an appointment of a domestic Address (line 1) representative is attached. 140 58th Street, Suite 7E (Designation must be a separate document from Address (line 2) Assignment) Address (line 3) Brooklyn New York ate/Country **Domestic Representative Name and Address** Enter for the first Receiving Party only. Name Address (line 1) Address (line 2) Address (line 3) Address (line 4) FOR OFFICE USE ONLY 5594937

00000191 232405 04/06/2000 TTON11

40.00 CH 01 FC:581

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Budget Package 06\$1-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to: Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

FORM	PTO-1619B
Expires 06/	30/99
OMD OCE 1	0027

Page 2

U.S. Department of Commerce Patent and Trademark Office PATENT

	· · · · · · · · · · · · · · · · · · ·		
Corresponde	ent Name and Address	Area Code and Telephone Number	er (212) 728-8744
Name	Robert A. Rosenberg, Es	sq.	
Address (line 1)	Willkie Farr & Gallaghe	er	
Address (line 2)	787 Seventh Avenue		
Address (line 3)	New York, New York 100	19-6099	
Address (line 4)			
Pages	Enter the total number of pagincluding any attachments.	ges of the attached conveyance do	cument # 3
Application	Number(s) or Patent Num	ber(s) Mar	k if additional numbers attached
	• •	atent Number (DO NOT ENTER BOTH numb	· · · · · ·
Pate	ent Application Number(s)	5,594,937	tent Number(s)
		[5,394,937]	
	s being filed together with a <u>new</u> Paten t named executing inventor.	at Application, enter the date the patent appli	ication was Month Day Year
Patent Coop	eration Treaty (PCT)		
	r PCT application number	PCT PCT	PCT
•	if a U.S. Application Number not been assigned.	PCT PCT	PCT
Number of P			
	Enter the total	al number of properties involved.	# 1
Fee Amount	Fee Amount fo	or Properties Listed (37 CFR 3.41)	: \$ 40.00
Method (Deposit	of Payment: Enclo Account	sed Deposit Account X	
	payment by deposit account or if addit	ional fees can be charged to the account.) eposit Account Number:	# 23-2405
		uthorization to charge additional fees:	
Statement a	nd Signature	-	
attache indicat		ief, the foregoing information is truiting in a deposit of the foregoing information is truiting in the foregoing information in the foregoing in	
Name	of Person Signing	Signature	Date

PATENT

REEL: 010676 FRAME: 0220

FEB-17-2000 16:53 WFG 40-111 40FAX7 0597121395 P.11/13

PATENT ASSIGNMENT

WHEREAS, GEC Partners, LLP, an Area limited liability partnership, having its principal place of business located at 4700 South McClintock Drive, Suite 120, Tempe, AZ 85282 (the "Assignor"), directly or through its affiliates owns the entire right, title and interest in and to U.S. Patent No. 5,594,937 pertaining to gigahertz RF transmissions (the "937 Patent");

WHEREAS, BroadBand Patents, LLC, a Delaware limited liability company, having its principal place of business located at 140 58th Street, Suite 7E, Brooklyn, NY 11220 ("Assignee"), is desirous of acquiring the entire right, title and interest in and to said Patent; and

WHEREAS, Assignor and Assignee have entered into a Patent Purchase Agreement, dated the date hereof (the "Purchase Agreement"), pursuant to which Assignor has agreed to transfer the entire right, title and interest in the '937 Patent to Assignee;

NOW, THEREFORE, in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration as set forth in the Purchase Agreement, the sufficiency and receipt of which is hereby acknowledged, Assignor does hereby convey, assign, transfer and set over unto Assignee and its successors, assigns and legal representatives: (1) the entire right, title and interest in and to the '937 Patent, (2) all divisional, renewal, substitute, continuation, continuation-in-part and international or bilateral convention applications based in whole or in part upon the '937 Patent or relating thereto; and (3) any and all claims, demands or rights of action which it has or might have by reason of any infringement of the '937 Patent prior to the date of this Assignment, together with the right to prosecute such claims, demands or rights of action in Assignee's own

PATENT REEL: 010676 FRAME: 0221 FEB-17-2000 16:53 WFG 40-111 40FAX7 0597121395 P.12/13

name and to retain any recovery obtained thereby., the entire right, title and interest in and to the '937 Patent.

This Assignment is effective as of the date hereof. Assignor agrees to sign any additional assignments and other appropriate documentation necessary to effectuate and validate this Assignment as soon as is practicable after the date of this Assignment. In case of any conflict between the terms of this Assignment and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall control.

IN WITNESS WHEREOF, Assignor expressly intending to be legally bound thereby, has caused this Agreement to be duly executed this 18 day of February 2000.

GEC PARTNERS, LLP

By:	Kneal & Blike
-	Name: Rwall H. Ritchis
	Title: Monaging Portna

STATE OF Muzica)
COUNTY OF Muzica)

On this 18th day of the day of the day of to me personally known, who, being duly sworn, did say that he is of GEC Partners, LLP and that he duly executed the foregoing instrument for and on behalf of GEC Partners, LLP being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said corporation.

Public community JOYCE LOUCKS Notary Public-Arizona Maricopa County My Commission Expires April 9, 200

BROADBAND EATENTS, LLC

Shant Hownanian CEO and Chairman

STATE OF New York)ss

COUNTY OF KINGS)ss

On this 24 day of FEBRUARY, 2000, before me personally appeared Shant Hovnanian, to me personally known, who, being duly sworn, did say that he is the CEO and Chairman of BroadBand Patents, LLC and that he duly executed the foregoing instrument for and on behalf of BroadBand Patents, LLC being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

0713367.01/011296.00001



-3-

TOTAL P.13