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12-77-00

PATENT APPLICATION FORM COVER SHEET

U.S. Department of Commerce

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

PATENTS ONLY**Patent and Trademark Office**

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

1. Name of conveying party(ies):

SYMMETRICOM INC.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Other

Execution Date: September 29, 2000

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

Name: SARANTEL LIMITED

Street Address: 1 Park Row
Leeds, LS1 5AB
UNITED KINGDOMAdditional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration 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):

SN 09/333,844

B. Patent No.(s):

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: John J. Bruckner, Esq.
FULBRIGHT & JAWORSKI L.L.P.
600 Congress Avenue, Suite 2400

City: Austin State: Texas Zip: 78701

6. Total number of applications and patents involved: 17. Total fee (37 C.F.R. 3.41)----- \$ 40.00☒ Enclosed☒ Authorized to be charged to deposit account
if check insufficient or inadvertently omitted8. Deposit account number: 50-1212/10026446/WIRO:008/JJB
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

John J. Bruckner

Name of Person Signing, Reg. No. 35,816

Signature

Date

Total number of pages including cover sheet, attachments and documents: 5

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

Commissioner of Patents and Trademarks

Box Assignment

Washington, D.C. 20231

12/29/2000 WKOROMA 00000022 09333844

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CERTIFICATE OF MAILING
37 C.F.R. 1.8

I hereby certify that this correspondence is being deposited with the U.S. Postal Service with sufficient postage as First Class Mail in an envelope addressed to: Commissioner for Patents, Washington, DC 20231, on the date below.

Date

Dec. 20, '00

John J. Bruckner

1652692.1

PATENT
REEL: 011386 FRAME: 0813

THIS ASSIGNMENT is made on 29 September

2000

BETWEEN:

- (1) SYMMETRICOM INC whose head office is at 2300 Orchard Parkway, San Jose, California, 95131, USA (the "Assignor"); and
- (2) SARANTEL LIMITED (registered number 3960217) whose registered office is at 1 Park Row, Leeds, LS1 5AB, UK (the "Assignee").

WHEREAS

1. The Assignor is the proprietor of the Intellectual Property Rights.
2. By an agreement of today's date (the "Agreement") between the Assignor and the Assignee, the Assignor has agreed to assign to the Assignee the Intellectual Property Rights.

AND NOW THIS DEED WITNESSES AS FOLLOWS:

1. **INTERPRETATION**

In this Assignment, unless the context otherwise requires:-

"Business"

means the businesses of research and development of dielectric antennas for mobile telecommunication equipment carried on by the Assignor

"Intellectual Property"

means patents, trade marks, service marks, registered designs, utility models, applications for and the right to make applications for any of the foregoing, trade or business names, domain names know how, unregistered trade marks and service marks, copyrights, unregistered design rights and other rights in designs and inventions, rights in databases, and rights of the same or similar effect or nature in any part of the world

"Intellectual Property Rights"

means all rights in Intellectual Property owned by the Assignor and used by it exclusively in the Business at the date hereof including, without limitation, those set out in the Schedule hereto

2. **ASSIGNMENT**

In consideration of the payment by the Assignee to the Assignor of £81,000 (receipt of which is hereby acknowledged by the Assignor and subject to the terms of the Agreement), the Assignor hereby assigns to the Assignee all the rights, title and interest in and to the Intellectual Property Rights, including all rights, privileges and advantages attaching to them (including the right to bring proceedings for infringement prior to the date hereof) to hold unto the Assignee absolutely, and to the intent that the Assignee shall (i) be absolutely entitled to any Intellectual Property Rights granted on any of the applications for the full term of such



Intellectual Property Rights; and (ii) have the right to apply for, prosecute and obtain patent or like protection throughout the world for any invention embodied by any such applications, including the right to claim priority from such applications.

3. **FURTHER ASSURANCE**

The Assignor shall execute such further documents and do such things as the Assignee may reasonably request from time to time, at the Assignee's expense, by way of further assurance to confirm to the Assignee all the aforesaid rights in the Intellectual Property Rights. Without limiting the generality of the foregoing, the Assignor shall execute and deliver to the Assignee forms of assignment or other documents of transfer in terms reasonably required by the Assignee and submitted by it to the Assignor. It shall do so as soon as reasonably practicable (and in any event within 30 days, unless notarisation is required in which case it shall do so within 30 days of receiving the documents from the notary which the Assignor shall pursue with all reasonable diligence) following receipt thereof from the Assignee.

4. **MAINTENANCE AND PROSECUTION**

- 4.1 The Assignor shall deliver to the Assignee the Assignor's files relating to each of the Intellectual Property Rights (to the extent that they relate to the same), no later 2 months after the date of this Assignment.
- 4.2 The Assignor shall properly undertake all matters required in order to continue the prosecution and maintenance of each of the Intellectual Property Rights until the file relating to the Intellectual Property Right in question has been delivered to the Assignee (the "Interim Period"). The Assignor shall not reply to any office action without first notifying the Assignee of the action and giving the Assignee an opportunity to provide instructions within a reasonable time, consistent with the need to meet the relevant deadline. During the Interim Period, the Assignee shall act in accordance with any instructions on these matters which it receives from the Assignor within that reasonable time, subject to being reimbursed in accordance with Clause 4.3.
- 4.3 The Assignee shall pay to the Assignor the amount of all official fees and all patent agents and similar professional fees properly incurred in relation to the prosecution and maintenance of the Intellectual Property Rights pursuant to Clause 4.2. It shall do so within 30 days of receipt of an invoice properly submitted to it in respect of the same, provided that the invoice shall contain or be accompanied by reasonable details of the matters to which it relates.

5. **POWER OF ATTORNEY**

The Assignor hereby irrevocably appoints the Assignee to be its lawful attorney in its name and on its behalf to execute all and any deeds, documents and instruments and to take such steps and do such things solely as reasonably required in order to give effect to the express terms of this Assignment. The Assignor declares that all and anything which shall be done by the Assignee in compliance with this Clause shall be as good valid and effective to all intents and purposes whatsoever as if the same had been done by the Assignee.

6. **GOVERNING LAW**

This Assignment shall be governed by the laws of England and Wales whose Courts shall have exclusive jurisdiction in respect thereof.

IN WITNESS WHEREOF this Assignment has been executed as a Deed by the duly authorised representatives of the parties the day and year first above written.

EXECUTED AS A DEED by
the ASSIGNOR acting by

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)

Director *Thomas W. Slater*
Thomas W. Slater

Director/Secretary *William Slater*
William Slater

EXECUTED AS A DEED by
the ASSIGNEE acting by

)
)

Director *[Signature]*

Director/Secretary *B.A. [Signature]*

SAR Assignment

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TOTAL P.05

RECORDED: 12/27/2000

PATENT
REEL: 011386 FRAME: 0816