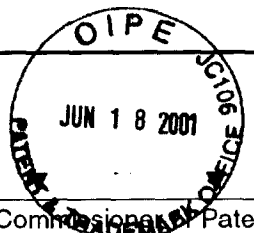


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Docket No.: 2543/001

FORM PTO-1595 (Modified)
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)
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P08/REV02



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06-26-2001

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



Tab settings → → →

To the Honorable Commissioner of Patents

101760788

ached original documents or copy thereof.

1. Name of conveying party(ies):

David H. Levy

6-17-01

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

Name: Digit Wireless LLC

Internal Address: _____

Street Address: 16 Blake Street

City: Cambridge State: MA ZIP: 02140

Additional names(s) of conveying party(ies) Yes No

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: March 14, 2001

4. Application number(s) or registration numbers(s):

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

A. Patent Application No.(s)

See Exhibit A

B. Patent No.(s)

See Exhibit A

Additional numbers attached? Yes No

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

Name: Jean M. Tibbetts

Internal Address: BROMBERG & SUNSTEIN LLP

Street Address: 125 Summer Street

City: Boston State: MA ZIP: 02110

6. Total number of applications and patents involved: 9

7. Total fee (37 CFR 3.41):.....\$ 360.00

Enclosed - Any excess or insufficiency should be credited or debited to deposit account

Authorized to be charged to deposit account

8. Deposit account number:

19-4972

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.

Jean M. Tibbetts

Name of Person Signing

Jean M. Tibbetts

Signature

June 14, 2001

Date

Total number of pages including cover sheet, attachments, and document: 3

PATENT
REEL: 011911 FRAME: 0464

EXHIBIT A**Patents**

Jurisdiction(s)	Patent/Patent App. No.	Date Filed	Date Issued	Title of Invention
United States	Patent No. 5,973,621	December 17, 1996	October 26, 1999	Compact Keyed Input Device
United States	Patent No. 5,612,690	June 3, 1993	March 18, 1997	Compact Keypad System and Method
United States	Patent No. 6,037,882	September 30, 1997	March 14, 2000	Method and Apparatus for Inputting Data to an Electronic System
United States	Patent App. No. 09/236199	January 23, 1999	N/A	Keyboards with both individual and Combined Output
Europe, Japan, China	PCT App. No. US00/01892	January 24, 2000	N/A	Keyboards with both individual and Combination Key Output
United States	Provisional Patent App. No. 60/180624	February 7, 2000	N/A	An Improvement for Keypads with Autonomous Functions
United States	Provisional Patent App. No. 60/205910	May 22, 2000	N/A	Keypad Interface
United States	Provisional Patent App. No. 60/234959	September 23, 2000	N/A	Compact Keyboard
United States	Provisional Patent App. No. 60/259983	January 8, 2001	N/A	Miniaturized Keypads

02390/00014 143336.1

ASSIGNMENT

WHEREAS, David H. Levy of Cambridge, Massachusetts (the "Assignor"), is the sole inventor of the new and useful inventions (the "Inventions") disclosed in the issued patents (the "Patents") and patent applications (the "Applications") on the schedule attached hereto and incorporated herein by reference as Exhibit "A" and is the sole owner of the entire right, title and interest in and to the Patents and Applications;

WHEREAS, Digit Wireless, LLC, a Delaware limited liability company having an address of 16 Blake Street, Cambridge, MA 02140 (the "Assignee"), is desirous of acquiring the entire right, title and interest in and to the Patents and Applications, including:

(i) all priority rights arising therefrom, and any patents, and any reissues and extensions thereof, which issue or have issued in any country upon patent applications which correspond with any of the following: the Applications or Patents; any application that claims priority therefrom (including as a divisional, continuation-in-whole or continuation-in-part, or as an application claiming priority from a provisional application); or any application based in whole or in part on any of the foregoing; and

(ii) all proprietary technical information including trade secrets, know-how, techniques, specifications and procedures relating to any of the foregoing including tangible embodiments thereof, including but not limited to, all software, computer programs, firmware, manuals, inventions, improvements, and developments, patentable or unpatentable, copyrightable or uncopyrightable, and all trademarks, domain names and other trade names or designations existing at the time of execution of this Assignment (collectively, "Intellectual Property").

NOW, THEREFORE, in consideration of 6,587,275 Class A Units of the Company and other good and valuable consideration, receipt of which is hereby acknowledged, Assignor, hereby assigns to Assignee, its successors and assigns, the entire right, title and interest in and to the Intellectual Property existing at the time of execution of this Assignment with the right to recover damages for past infringements thereof, the same to be held and enjoyed by the said Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, fully and entirely as the same would have been held and enjoyed by the said Assignor if this assignment and sale had not been made.

Assignor does hereby further covenant and agree that he will not execute any writing or do any act whatsoever conflicting with these presents, and that Assignor, its successors and assigns, will at any time upon request without further additional consideration, but at the expense of Assignee, its successors and assigns, execute such additional writings and so such additional acts as Assignee, its successors and assigns, may determine as necessary or desirable in the enjoyment of this grant, and in any proceedings or transactions involving the Applications or Patents

Date: March 14, 2001

ASSIGNOR

DAVID LEVY
David H. Levy

STATE OF MASSACHUSETTS)
) ss.
COUNTY OF SUFFOLK)

On the 14 day of March, 2001, before me, a notary public in and for said county and state, personally appeared David H. Levy, who, being by me first duly sworn, declared that the foregoing instrument was executed as his free act and deed.

Anna M. Daley
NAME OF NOTARY PUBLIC
Notary Public
My Commission Expires: September 15, 2006

(seal)