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U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

To the Assistant Commissioner for Patents and Trademarks: Please record the attached original documents or copy thereof.		
1.	Name of conveying party(ies):	2. Name and address of receiving party(ies):
(1) (2) (3)	MARTIN LYSEJKO JEREMY LAURENCE COHEN AIRSPAN COMMUNICATIONS LIMITED al name(s) of conveying party(ies) attached? [] Yes [X] No	AIRSPAN NETWORKS INC. PTSGE CORP. 701 FIFTH AVENUE, SUITE 5000 SEATTLE, WA 98104
3.	Nature of conveying party(res) attached: [] Tes [A] No Nature of conveyance: [X] Assignment [] Merger [] Security Agreement [] Change of Name [] Other In Date: 26 SEPTEMBER 2000	Additional name(s) & address(es) attached?
4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application is: 23 July 2001		
	A. Patent Application No.(s):	B. Patent No.(s):
09/942-829 Additional numbers attached?[] Yes [X] No		
	Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and patents involved: [1]
	Mark A. Haynes, Esq. Haynes Beffel & Wolfeld LLP P.O. Box 366 Half Moon Bay, CA 94019	7. Total fee (37 CFR 3.41)
DO NOT USE THIS SPACE		
	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.	
	Mark A. Haynes, Esq. Reg. No. 30,846 Typed Name Total number of	29 August 2001 Date of pages including cover sheet, attachments and document: [3]

09/05/2001 MBELETE1 00000013 09942829 03 FC:561 40.00

Ref: B75107-GB

<u>ACKNOWLEDGEMENT</u> by an Employee of the Right to apply for a Patent and <u>AN ASSIGNMENT</u> made on **26 September 2000** BETWEEN

1

Martin LYSEJKO, of British nationality, of 61 Cedar Close, Bagshot, Surrey, GU19 5AB, United Kingdom (hereinafter referred to as "Inventor") of the first part;

Jeremy Laurence COHEN, of British Nationality, of 153 Edgwarebury Lane, Edgware, Middlesex, HA8 8ND, United Kingdom (hereinafter referred to as "Inventor") of the second part;

AIRSPAN COMMUNICATIONS LIMITED, a UNITED KINGDOM company, having a place of business at Cambridge House, Oxford Road, Uxbridge, Middlesex UB8 1UN, UNITED KINGDOM (hereinafter referred to as "Employer Company") of the third part; AND

AIRSPAN NETWORKS INC., a Corporation of the State of Washington, United States of America, having a place of business at PTSGE Corp, 701 Fifth Avenue, Suite 5000, Seattle, Washington 98104, UNITED STATES OF AMERICA (hereinafter referred to as "Parent Company") of the fourth part.

WHEREAS :-

- (A) Each undersigned Inventor claims jointly with the other undersigned Inventor(s) to have made the Invention described in the Schedule (hereinafter referred to as "the Invention") jointly with the other inventor(s) identified in the Schedule below;
- (B) The Invention has been made by the undersigned Inventors during the period of their employment with the Employer Company and in the course of their normal duties with the Employer Company and by virtue of the terms of their employment with the Employer Company and of the provisions of the UK Patents Act 1977 the Invention is to be taken as between the Employer Company and the undersigned Inventors to belong to the Employer Company;
- (C) The Employer Company agrees to assign the Invention and the right to apply for a patent or patents relating to the said Invention to the Parent Company together with all rights title and beneficial interest in and arising therefrom.

NOW THIS AGREEMENT WITNESSES as follows:-

- 1. Each undersigned Inventor HEREBY ACKNOWLEDGES that the Invention and all rights therein including the right to apply for a patent or patents relating to the Invention belong to the Employer Company, and pursuant thereto HEREBY ASSIGNS TO AND CONFIRMS the vesting in the Employer Company of:

 (a) the whole of the property in the Invention throughout the world and any protection obtained at any time therefor and all rights title and interest which the undersigned Inventor may have or have been entitled to therein including all rights to bring proceedings for infringement thereof together with the full and exclusive benefit thereof; and
- (b) the right to apply for and obtain or to enable others to apply for and obtain a patent or patents or any other form of protection in respect of the Invention both in the United Kingdom and throughout the world.
- 2. In pursuance of the agreement referred to in Recital (C) and IN CONSIDERATION of the sum of TWENTY FIVE POUNDS STERLING, receipt of which is hereby confirmed, the Employer Company hereby assigns to the Parent Company all its rights in the Invention including the right to apply for a patent or patents and to exploit the Invention or any patent or other protection obtained in respect thereof TO HOLD the same unto the Parent Company absolutely.
- 3. Each undersigned Inventor hereby undertakes to the Parent Company that he/she will at the expense of the Parent Company execute all documents and do all such acts and things as the Parent Company may in its absolute discretion consider necessary or desirable to enable Letters Patent or any form of protection to be issued in respect of the Invention in any part or parts of the world and to vest the same in the name of the Parent Company or its nominee free from all encumbrances and to enable or to assist the Parent Company or its nominee to defend oppositions to grant thereof, to maintain the same when granted and to present and prosecute for the infringement thereof.

- 4. Each undersigned Inventor hereby warrants to the Employer Company and to the Parent Company:
- (a) that he/she has not assigned or agreed to assign to any person firm or company or otherwise encumbered the Invention or any other part of the rights therein and thereto;
- (b) that he/she has not disclosed and will not disclose the Invention to any person firm or company other than the Employer Company or the Parent Company except as directed by the Employer Company or the Parent Company;
- (c) that he/she will give to the Employer Company or the Parent Company all information in his/her possession or in his/her power relating to the Invention and the method of employing or using the same as the Employer Company or the Parent Company shall require;
- (d) that he/she knows of no reason why a valid patent or valid patents relating to the Invention should not be granted either to himself/herself or to his/her successors in title.
- 5. IT IS HEREBY CERTIFIED that the transaction effected by this instrument does not form part of a larger transaction or series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds Sixty Thousand Pounds Sterling (£60,000).

IN WITNESS thereof the parties have duly executed this document on the date first written above

SCHEDULE

The invention is as described in the attached draft specification entitled:- "TRANSFER OF DIFFERENT DATA TYPES IN A TELECOMMUNICATIONS SYSTEM" (Docket Number B75107-GB)

SIGNED by the Inventor:

MARTIN LYSEJKO

SIGNED by the Inventor:

JEREMY LAURENCE COHEN

SIGNED for and on behalf

. 10

ERIC DONALD STONESTROM

PRESIDENT & CEO

AIRSPAN COMMUNICATIONS LIMITED

of AIRSPAN COMMUNICATIONS LIMITED:

SIGNED for and on behalf of AIRSPAN NETWORKS INC

A

ERIC DONALD STONESTROM

PRESIDENT & CEO

AIRSPAN NETWORKS INC.

Witness

Witness

Witness

Witness

Ref: B75107-GB 1

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- (b) that he/she has not disclosed and will not disclose the Invention to any person firm or company other than the Employer Company or the Parent Company except as directed by the Employer Company or the Parent Company;
- (c) that he/she will give to the Employer Company or the Parent Company all information in his/her possession or in his/her power relating to the Invention and the method of employing or using the same as the Employer Company or the Parent Company shall require;
- (d) that he/she knows of no reason why a valid patent or valid patents relating to the Invention should not be granted either to himself/herself or to his/her successors in title.
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SIGNED by the Inventor:

JEREMY LAURENCE COHEN

SIGNED for and on behalf of AIRSPAN COMMUNICATIONS LIMITED:

ERIC DONALD STONESTROM

PRESIDENT & CEO

AIRSPAN COMMUNICATIONS LIMITED

SIGNED for and on behalf of AIRSPAN NETWORKS INC

ERIC DONALD STONESTROM

RECORDED: 08/29/2001

PRESIDENT & CEO

AIRSPAN NETWORKS INC.

Witness

Witness

Witness

Witness