

02-21-2002

Attorney Docket No. 011727-004420US

Form PTO-1595

(Rev. 03-01)
OMB No. 0651-0027 (exp. 5/31/2002)

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

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Tab settings

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

1. Name of conveying party(ies):

Metricom, Inc.

Additional name(s) of conveying parties attached? ☐ Yes ☒ No.

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other: _____

2. Name and address of receiving party(ies)

Name: Ricochet Networks, Inc.

Internal Address: _____

Street Address: 1400 Glenarm PlaceCity: Denver State: CO ZIP: 80202Additional names and addresses attached? ☐ Yes ☒ NoExecution Date: Effective November 7, 2001

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: _____

A. Patent Application No(s): 09/483,280B. Patent No(s): 4,835,463Additional numbers attached? ☒ Yes ☐ No

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

Name: Stephen F. Jewett
TOWNSEND AND TOWNSEND AND CREW LLP
Two Embarcadero Center, 8th Floor
San Francisco, California 94111-3834
(415) 576-0200

6. Total number of applications and patents involved 397. Total fee (37 CFR 3.41): -----\$1560.00☐ Enclosed☒ Authorized to be charged to deposit account8. Deposit account number: 20-1430

(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 is true and correct and any attached copy is a true of copy of the original document.

Stephen F. JewettName of Person Signing
Atty. Reg. No. 27,565

Signature

February 1, 2002

Date

Total number of pages including cover sheet, attachments and document 2

02/20/2002 DBYRNE 00000165 201430 09483280

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1560.00 CH

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

PATENT
REEL: 012581 FRAME: 0255

4. Additional application number(s) or patent number(s):
(Continued from Page 1)

A. Patent Application No.(s)

09/198,060
09/585,986
09/568,658
09/568,605
09/652,858
09/652,856
09/894,854
09/923,872
09/920,081

B. Patent No.(s)

4,939,451
4,939,726
5,115,433
5,007,052
5,485,393
5,243,536
5,223,790
5,338,332
5,079,768
5,130,987
5,406,249
5,471,469
5,465,398
5,400,338
5,488,608
5,636,216
5,479,400
5,453,977
5,903,566
5,570,084
5,515,369
5,479,176
5,664,194
5,774,344
5,706,221
5,703,602
5,818,828
6,298,053

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is made as of November 7, 2001 (the "Effective Date") by and between Metricom, Inc., a Delaware corporation, Metricom Finance, Inc., Metricom Investments DC, Inc., Metricom DC, L.L.C. and Metricom New York, L.L.C. (collectively, "Assignors") having a principal place of business at 333 West Julian Street, San Jose, California 95110 and Ricochet Networks, Inc., a Delaware corporation, having its principal place of business at 1400 Glenarm Place, Denver, Colorado 80202 (the "Assignee").

WHEREAS, upon the terms and subject to the conditions set forth in that certain Asset Purchase Agreement dated as of October 18, 2001 by and among Assignee and Assignors (the "Asset Purchase Agreement"), Assignors have agreed to transfer and deliver to Assignee, and Assignee has agreed to acquire and accept from Assignors, the Assets (as defined in the Asset Purchase Agreement), including the Intellectual Property (as defined below), in exchange for certain commitments and obligations, including, without limitation, the execution of certain transfer documents, including this Assignment;

WHEREAS, pursuant to an "Order Authorizing Sale of Debtors' Assets Free and Clear of Liens, Claims, Rights and Interests" (the "Order") approved by the United States Bankruptcy Court, Northern District of California, San Jose Division (the "Court"), dated November 2, 2001, the Court ordered that the Assignors are authorized to enter into and execute the Agreement and pursuant thereto, to sell and transfer certain assets to the Assignee, such transfer to vest Assignee with all right, title and interest of the Assignors in and to the Assets free and clear of all liens (as defined in Bankruptcy Code Section 101(37)) and any and all claims (as defined in Section 101(5) of the Bankruptcy Code) and any interest of any entity in such Assets, including, without limitation, those parties with purported liens in the Assets listed on Exhibit A to such Order;

NOW, THEREFORE, pursuant to the Asset Purchase Agreement, as approved by the Order of the Court, the parties hereby agree as follows:

1. Assignment and Definitions.

a. **Assignment.** Assignors hereby assign, transfer and convey to Assignee, and Assignee accepts, all of Assignors' right, title, and interest throughout the world in and to the Intellectual Property (as defined below), except for the Excluded Assets (as defined below). The intangible property and Intellectual Property subject to this Intellectual Property Assignment are conveyed "AS IS--WHERE IS--WITH ALL FAULTS" and "WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY REPRESENTATIONS OR WARRANTIES RELATED TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE."

b. **Intellectual Property Definition.** Intellectual Property shall mean (i) all Assignors' inventions (whether or not patentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications, and patent disclosures, together with all reissuances, divisions, continuations, continuations-in-part, revisions, renewals, extensions, and reexaminations thereof, (ii) all Assignors' registered and unregistered trademarks, service marks, trade dress, logos, trade names, and corporate names, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations and renewals in connection therewith, (iii) all Assignors' works of authorship, including, without limitation, all copyrightable works, all copyrights, and all applications, registrations and renewals in connection therewith, and all moral rights, (iv) all Assignors' databases, data compilations and data collections, (v) all Assignors' trade secrets and confidential information (including, without limitation, ideas, research and development, know-how, processes, methods, techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business, technical and marketing plans and proposals), (vi) all Assignors' domain names, web addresses and websites, (vii) all Assignors' computer software, source code and object code, whether embodied in software, firmware or otherwise (including related data and documentation), (viii) all Assignors' other intellectual property and proprietary rights, (ix) all copies and tangible embodiments of all of the foregoing (i) through (viii) in any form or medium, and (x) all of the intangible property and intellectual property rights listed in Schedule A attached hereto.

c. **Excluded Assets Definition.** "Excluded Assets" shall mean (a) all cash and cash equivalents of Assignors; (b) all deposits placed by or on behalf of Assignors with any Person; (c) all credits and refunds in favor of Assignors or owing by any Person to Assignors, including any NOLs or Tax refunds; (d) all accounts receivable of Assignors; (e) all claims and causes of action of Assignors, including, but not limited to, all preference or avoidance claims under Chapter 5 of the Bankruptcy Code and in respect of pending or future litigation with MCI WorldCom and all counterclaims, defenses, offsets, and rights of recoupment that Assignors may have or may assert against any person with a claim scheduled by or filed against Assignors (but excluding (1) any rights to enforce non-competition agreements or other rights referenced in Section 2(f) of the Asset Purchase Agreement relating to employees arising on or prior to the Effective Date and (2) rights provided to Assignee in Section 2.3.2 of the Asset Purchase Agreement); (f) all rights of Assignors under the Asset Purchase Agreement or any related agreement between Assignee and Assignors contemplated thereby; (g) all insurance policies and proceeds in respect of Excluded Assets and all claims under any insurance policy arising from events which occur prior to the Effective Date (subject to the provisions of Section 6.7(d) of the Asset Purchase Agreement); (h) all WCS FCC spectrum licenses; (i) any financial documents (including but not limited to financial statements, bank statements, budgets, emails, electronic records, correspondence, notes, purchase orders, contracts and agreements (except any contracts or agreements assumed and assigned to Assignee pursuant to the terms of the Asset Purchase Agreement), change orders, invoices, billing records, accounts payable records, checks and business information related to any claims scheduled or filed against the Assignors), legal documents (including any documents or contracts protected by attorney client privilege or work product immunity), any personnel files, or any other documents specifically designated by the Assignors prior to closing, provided, however, that Assignors shall provide Assignee reasonable access to such documents and that Assignee shall have the right to obtain and the right to copy all such documents that Assignors intend to discard; (j) all rights in and under and all proceeds of

any directors and officers liability insurance policy; (k) all Assignors' interest in and under the Asset Purchase Agreement including Assignors' interest in the Earnest Money Deposit; (l) subject to the right of Assignee to the non-legal and non-financial information, data and data bases contained in any equipment, whether or not such equipment constitutes Excluded Assets, (m) all office equipment, fixtures, and office furniture located in San Jose, California (including such goods located at 333 West Julian Street and such goods located at the Pivot Office Systems warehouse); (n) all laptop computers; and (o) all motor vehicles, cars, and trucks.

2. Protection. Assignors further hereby assign to and empower Assignee, its successors, assigns or nominees, all rights to make applications for patents, copyright, trademark or design registrations or other forms of protection for the Intellectual Property and to prosecute such applications as well as to claim and receive the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention that may henceforth be substituted for it, and the right to invoke and claim such right of priority without further written or oral authorization.

3. Authorization to Record. Assignors further agree that this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document that may be required in any country for any purpose regarding the subject matter hereof, as well as constituting proof of the right of Assignee or its successors, assigns or nominees to apply for patent, copyright, trademark or design or other protection for the Intellectual Property and to claim the aforesaid benefits of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention that may henceforth be substituted for it.

4. Further Assurances. In the event that Assignee requires the signature of any Assignor(s) for any document(s) that is necessary for Assignee's full enjoyment and use of the Intellectual Property assigned hereunder, Assignors hereby irrevocably designate and appoint Assignee and its duly authorized officers and agents, as its agents and attorneys-in-fact to act for and on its behalf and instead of it, to execute and file any such document and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignors.

5. Moral Rights. To the extent moral rights assigned under this Assignment cannot be assigned under applicable law and to the extent the following is allowed by the laws in the various countries where moral rights exist, Assignors hereby waive such moral rights. Assignors shall confirm any such waivers and consents from time to time as requested by the Assignee.

6. Miscellaneous. The waiver by either party of any breach of this Assignment or any right hereunder shall not constitute a waiver of any subsequent breach of this Assignment; nor shall any delay by either party to exercise any right under this Assignment operate as a waiver of any such right. If any provision of this Assignment shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Assignment shall otherwise remain in full force and effect and enforceable. Headings and captions are for convenience only and are not to be used in the interpretation of this Assignment. This Assignment shall be deemed to have

been made in, and shall be construed pursuant to the laws of the State of California and the United States America without regard to conflicts of laws provisions thereof. This Assignment shall be binding on the parties' respective heirs, executors, successors and assigns.

NOV. 7. 2001- 3:48PM

4002523030;

NDV-7-01 3:36PNO. 3094 P. 9E 3/5

IN WITNESS WHEREOF, the parties hereto have executed this Intellectual Property
Assignment as of the date first written above.

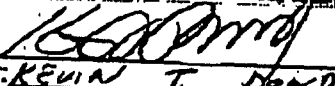
ASSIGNEE:

RICOCHET NETWORKS, INC., a Delaware
corporation

By: _____
Its: _____

ASSIGNOR:

METRICOM, INC., a Delaware corporation
METRICOM FINANCE, INC.
METRICOM INVESTMENTS DC, INC.
METRICOM DC, L.L.C.
METRICOM NEW YORK, L.L.C.


By: KEVIN T. DOND
Its: JOHN C. D.

PATENT

REEL: 012581 FRAME: 0261

STATE OF California)
COUNTY OF Santa Clara) ss.

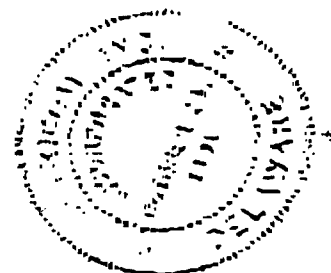
On this 7th day of November in the year 2001, before me, the undersigned Notary Public, duly commissioned and sworn, personally appeared [Signature], personally known to me as proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as Patricia CED, on behalf of [Signature], and acknowledged to me that he executed it.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

[SEAL]



[Signature]
Notary Public in and for the aforesaid County and State



IN WITNESS WHEREOF, the parties hereto have executed this Intellectual Property Assignment as of the date first written above.

ASSIGNEE:

RICOCHET NETWORKS, INC., a Delaware corporation

By: MORTON C. HANSEN
Its: PRES, CEO

ASSIGNOR:

METRICOM, INC., a Delaware corporation
METRICOM FINANCE, INC.
METRICOM INVESTMENTS DC, INC.
METRICOM DC, L.L.C.
METRICOM NEW YORK, L.L.C.

By: _____
Its: _____

STATE OF Colorado)
)
COUNTY OF Denver)

SS.

On this 7th day of November, in the year 2001, before me, the undersigned Notary Public, duly commissioned and sworn, personally appeared Morton C. Aaronson personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as President and CEO, on behalf of Ricochet Networks Inc. and acknowledged to me that Morton C. Aaronson executed it.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

[SEAL]

Janice Lynn Bennett
Notary Public in and for the aforesaid
County and State