

08-15-2002

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Patent and Trademark Office

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To the Honorable Commissioner of Pat.

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Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Deltec Telesystems International Limited

6-10-02

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

3. Nature of conveyance:

☒ Assignment☐ Merger☐ Security Agreement

Change of Name

Other

Execution Date: July 20, 2001

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

Name: Andrew Corporation

Address: 10500 West 153rd Street

City: Orland Park

State/Prov.: Illinois

Country: U.S.A.

ZIP: 60462

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

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

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

Patent Application No.

Filing date

B. Patent No.(s)

10/147,532

May 17, 2002

Additional numbers attached? ☐ Yes ☒ No

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

Name: Eric D. Cohen, Esq.

Registration No. 38,110

Address: Welsh & Katz, Ltd.

120 South Riverside Plaza

22nd Floor

City: Chicago

State/Prov.: Illinois

Country: U.S.A.

ZIP: 60606

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 3.41):.....\$ 40.00

☒ Enclosed - Any excess or insufficiency should be credited or debited to deposit account☐ Authorized to be charged to deposit account

8. Deposit account number:

23-0920

(Attach duplicate copy of this page if paying by deposit account)

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.

Eric D. Cohen, Esq., Reg. No. 38,110

Name of Person Signing

Signature

June 3, 2002

Date

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

15

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box AssignmentsPATENT
REEL: 012997 FRAME: 0411

Deed of Assignment of Patents

Deltac Telesystems International Limited
as Assignor

and

Andrew Corporation
as Assignee

Date 20 July 2001

Wellington P O Box 1291 Tci 64 4 473 7777 Fax 64 4 473 3845

This Deed of Assignment is made on 20 July 2001

between (1) **Deltec Telesystems International Limited, of 84 Main Road, Tawa, Wellington, New Zealand (the Assignor)**

and (2) **Andrew Corporation, of 153rd Street, Orland Park, Illinois, United States of America (the Assignee)**

Introduction

- A. **By agreement dated 7 July 2001 (Sale Agreement), the Assignor agreed to sell and the Assignee and Andrew New Zealand Inc. agreed to purchase the Vendor's Assets and Business which include certain intellectual property rights more particularly specified in the Sale Agreement.**
- B. **Under the Sale Agreement the Assignor agreed to transfer to the Assignee all rights in certain patents.**
- C. **The parties wish to enter into this Deed to record and effect the assignment of the patents from the Assignor to the Assignee.**

It is agreed

1. Definitions

- 1.1. In this Deed, unless the context otherwise requires:

Intellectual Property Rights means all rights in the intellectual property of the Business, including (but not limited to):

- (a) **technology relating to remote electrical downtilt antenna design and manufacture;**
- (b) **the Patents;**
- (c) **copyright, designs, service marks, unregistered trade marks, logos, other intellectual property and/or industrial property rights, and any confidential information, in each case used in connection with the Business;**
- (d) **all the technical knowledge and technical information (whether contained in the Business Records, technical data or otherwise) which the Vendor or, to the extent permitted by the relevant employment or agency agreement, any of the Vendor's officers, employees or agents has relating to the Business, and includes all client lists and business contacts;**
- (e) **any trading names, brands or endorsements used in connection with the Business;**
- (f) **operating procedures and other technical data and technical information of whatever kind relating to the Business including, without limitation, any research data, presentations or reports prepared, commissioned or collated by the Vendor or by any of the Vendor's officers, employees or agents but, for the avoidance of any doubt, excluding technical information from prospective bidders received by the Vendor as part of the process under which the Business was marketed for sale during 2001; and**

- (g) all transferable licences, permits, consents or authorities held by the Vendor relating to the Intellectual Property;

Inventions means all inventions in the Patents which are the property of the Assignor, and improvements, modifications, alterations and developments on those Inventions;

Patents means the patents and the patent applications listed in the Schedule and any patent granted upon a patent application listed in the Schedule,

and any equivalent form of intellectual property protection granted in another jurisdiction; and

Schedule means the schedule to and forming part of this Deed.

- 1.2 Capitalised terms used in this Deed but not separately defined under clause 1.1 shall have the meanings given to them in the Sale Agreement, unless the context otherwise requires.

2. Assignment

2.1 General

The Assignor assigns to the Assignee, its successors and assigns with effect from the date of this Deed:

(a) **Right, title and interest in Patents**

its entire right, title and interest in and to the Patents, the Inventions, and the Intellectual Property Rights in all jurisdictions of the world;

(b) **Right to lodge applications**

all rights of the Assignor, if any, to lodge any further applications for patents or the equivalent or other industrial or intellectual property protection in any jurisdiction in respect of the Inventions and developments, modifications, alterations and/or improvements on the Inventions;

(c) **Rights arising from Patents**

all of the rights, powers, privileges and immunities of the Assignor arising or accrued from the Patents or Inventions or any equivalent or other industrial or intellectual property right which may be granted on, or claimed priority from, any of the applications referred to in clause 2.1(b); and

(d) **Rights to take action**

all rights that the Assignor has to take action against third parties for infringement of any of the Patents or any patents granted on any of the patent applications referred to in clause 2.1(b), whether or not such infringement took place prior to the date of this Deed including, without limitation, the action currently being pursued by the Assignor against Argus Corporation in Australia.

2.2 Argus Litigation

The Assignee will assume all of the Assignor's rights in respect of the litigation being conducted in Australia against Argus Corporation, as disclosed in the Due Diligence Material, and the Assignor will take all steps, execute all documents and do all things necessary to ensure that the Assignee is substituted as the plaintiff in such litigation, that the Assignor is removed as plaintiff and that the Assignee assumes the Assignor's rights and obligations in respect of that litigation.

3. Execution of documents

3.1 Assignor's obligations

The Assignor will, in respect of the Patents in New Zealand and any other country:

(a) Execute documents

execute all documents and do all acts necessary at the written request of the Assignee to enable the recording of the Assignee as registered proprietor of the Patents (from the date of this Deed); and

(b) Do all acts

execute all documents and do all acts necessary at the written request of the Assignee to vest any Patents in the Assignee (from the date of this Deed).

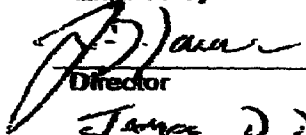
3.2 Assignee to bear cost

The Assignee will bear all of the reasonable costs and expenses incurred in relation to the matters contemplated by clause 3.1 and will indemnify the Assignor, upon demand, for any and all reasonable costs or expenses incurred by the Assignor in fulfilling its obligations under clause 3.1.

Execution


Executed as a deed

Deltac Telesystems International
Limited by



Director
James J. Donohue

Print Name



Director
Peter B. Graham

Print Name

Andrew Corporation by and in the
presence of

James C. Gracebetti
Duly Authorised Signatory

James C. Gracebetti
Print Name

Schedule

Dates Reference	Applic No.	No. at Grant	Publication Pro Grant number	Title	Type	Spec.	Appto Date	Priority Date	Comm Date	Status	Reentry Due	Matter No.
03697Z	815604	216004	1081	IMPROVEMENTS IN AND RELATING TO COAXIAL RESONATORS	Patent	Camp	3/7/69		1/8/69	In Force		81149-001
03698Z	820168	257768	1088	A JUNCTION BOX	Patent	Camp	3/20/69		1/8/69	In Force		81774-001
03699Z	191718	191718	1087	IMPROVEMENTS IN AND RELATING TO ANTENNAE	Patent	Camp	3/20/69		1/8/69	In Force		81699-001
03700Z	800575	800575	1089	A VARIABLE DIFFERENTIAL PHASE SHIFTER	Patent	Camp	14/10/69	14/10/69	1/8/69	In Force	14/10/69	81699-002
03701Z	811008A			A VARIABLE DIFFERENTIAL PHASE SHIFTER	Patent	Camp	14/10/69	14/10/69	1/8/69	In Force	14/10/69	81699-003
03702Z	800584/1965			A VARIABLE DIFFERENTIAL PHASE SHIFTER	Patent	Camp	31/10/69			Amending Search		81699-004
03703Z	274601	274601	1429	A VARIABLE DIFFERENTIAL PHASE SHIFTER	Patent	Camp	14/10/69	14/10/69	1/8/69	In Force	14/10/69	81699-005
03704Z	03692046	03692046		VARIABLE DIFFERENTIAL PHASE SHIFTER PROVIDING PHASE VARIATION OF TWO OUTPUT SIGNALS RELATIVE TO ONE INPUT SIGNAL	Patent	Camp	19/10/69	14/10/69	1/8/69	In Force	1/8/69	81699-006
03705Z	246049	246049	1412	A COUPLING DEVICE FOR A RESONATOR	Patent	Camp	21/10/69		3/7/69	In Force	3/7/69	81699-007
03706Z	1285530			A COUPLING DEVICE FOR A RESONATOR	Patent	Camp	25/10/69	31/10/69	3/7/69	In Force	3/7/69	81699-008
03707Z	070160	070160	670160	A DIPOLE	Patent	Camp	25/10/69	27/10/69	3/7/69	In Force	3/7/69	81699-009
03708Z	0369271194			A DIPOLE	Patent	Camp	25/10/69	27/10/69	3/7/69	In Force	3/7/69	81699-010
03709Z	250085	250085	1406	A DIPOLE	Patent	Camp	25/10/69	27/10/69	3/7/69	In Force	3/7/69	81699-011
03710Z	03691317	03691317		DIPLOLE ANTENNA HAVING COUPLING TABS	Patent	Camp	25/10/69	27/10/69	3/7/69	In Force	3/7/69	81699-012
03711Z	03691317	03691317		PANEL ANTENNA	Patent	Camp	25/10/69	27/10/69	3/7/69	In Force	3/7/69	81699-013
03712Z	226910	226910	1978	PANEL ANTENNA HAVING ADJUSTABLE DOWN TILT	Patent	Camp	25/10/69	27/10/69	3/7/69	In Force	3/7/69	81699-014
03713Z	03691318	03691318		PANEL ANTENNA HAVING GROUPS OF DIPOLES FED WITH INSERTABLE DELAY LINES FOR ELECTRICAL BEAM TILTING AND A MECHANICALLY TILTABLE GROUND PLANE	Patent	Camp	25/10/69	27/10/69	3/7/69	In Force	3/7/69	81699-015
03714Z	03691318	03691318		A PANEL ANTENNA	Patent	Camp	25/10/69	27/10/69	3/7/69	In Force	3/7/69	81699-016
03715Z	03691318	03691318		A CIRCUITOR CONDUCTOR ARRANGEMENT	Patent	Camp	25/10/69	27/10/69	3/7/69	In Force	3/7/69	81699-017
03716Z	03691318	03691318		AN ANTENNA	Patent	Camp	25/10/69	27/10/69	3/7/69	In Force	3/7/69	81699-018
03717Z	03691318	03691318	1465	A CIRCUITOR AND COMPONENTS THEREOF	Patent	Camp	25/10/69	27/10/69	3/7/69	In Force	3/7/69	81699-019
03718Z	03691318	03691318	1465	A CIRCUITOR AND COMPONENTS THEREOF	Patent	Camp	25/10/69	27/10/69	3/7/69	In Force	3/7/69	81699-020
03719Z	03691318	03691318	1465	A THERMOSTATABLE CIRCUITOR AND COMPONENTS THEREOF	Patent	Camp	25/10/69	27/10/69	3/7/69	In Force	3/7/69	81699-021
03720Z	03691318	03691318	1465	A CIRCUITOR AND COMPONENTS THEREOF	Patent	Camp	25/10/69	27/10/69	3/7/69	In Force	3/7/69	81699-022
03721Z	03691318	03691318	1465	DUAL POLARIZATION PATCH ANTENNA	Patent	Camp	25/10/69	27/10/69	3/7/69	In Force	3/7/69	81699-023
03722Z	03691318	03691318	1465	A DUAL POLARIZED ANTENNA	Patent	Camp	25/10/69	27/10/69	3/7/69	In Force	3/7/69	81699-024
03723Z	03691318	03691318	1414	A MOUNTING ARM	Patent	Camp	25/10/69	27/10/69	3/7/69	In Force	3/7/69	81699-025
03724Z	03691318	03691318	681476	A CLAMP	Patent	Camp	25/10/69	27/10/69	3/7/69	In Force	3/7/69	81699-026
03725Z	03691318	03691318	1422	A CLAMP	Patent	Camp	25/10/69	27/10/69	3/7/69	In Force	3/7/69	81699-027
41284U	0369276	0369276	680617	AN ANTENNA CONTROL SYSTEM	Patent	Camp	12/1/69	04/1/69	10/1/69	In Force	10/1/69	81149-001
41285U	PI 9828550-9			AN ANTENNA CONTROL SYSTEM	Patent	Camp	12/1/69	04/1/69	10/1/69	In Force	10/1/69	81149-002
41290CN	9819894A.1			AN ANTENNA CONTROL SYSTEM	Patent	Camp	12/1/69	04/1/69	10/1/69	In Force	10/1/69	81149-003
41291P	982857A			AN ANTENNA CONTROL SYSTEM	Patent	Camp	12/1/69	04/1/69	10/1/69	In Force	10/1/69	81149-004

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4120R1	196064955				Patent	Camp	05/10/75	04/11/84		Amending Exam'n		204049-003
4120AP	511821/1 999				Patent	Camp	10/10/75	04/11/84		Amending Exam'n		204140-009
4120R2	259782	1434			Patent	Camp	10/10/75	04/11/84		In Force	10/10/82	204140-011
4120PT	PCT/IN259782/05				Patent	Camp	10/10/75	04/11/84		In Pending		204140-142
4120TH	020487				Patent	Camp	10/10/75	04/11/84		In Pending		204140-142
4120TV	04111251	020721			Patent	Camp	10/10/75	04/11/84		Amending Exam'n		204140-172
4120US	00617446	01416			Patent	Camp	10/10/75	04/11/84		In Force	21/11/01	204140-189
4120US	00713514	0190465			Patent	Camp	10/10/75	04/11/84		In Force		204140-202
4120A	0510283	007003			Patent	Camp	10/10/75	04/11/84		Amending Exam'n		214051-003
4220AJ	4185098	000018			Patent	Camp	08/11/75	04/11/84		In Force	02/11/01	204140-205
4220Z	259782	1434			Patent	Camp	08/11/75	04/11/84		In Force	02/11/01	204140-207
4718AJ	4318298	700618			Patent	Camp	08/11/75	04/11/84		In Force	02/11/01	204140-209
4718K2	257811	007011			Patent	Camp	08/11/75	04/11/84		In Force	02/11/01	204140-211
6508D	P-271119				Patent	Camp	11/02/79	04/11/84		In Force	02/11/01	204140-213
6508N	854/DEL/197				Patent	Camp	08/04/77	04/11/84		Amended/Laps		204140-217
6508N2	321849				Patent	Camp	08/04/77	04/11/84		Amended/Laps		204140-229
6508PT	PCT/IN277003/06	1436			Patent	Camp	08/04/77	04/11/84		In Force	11/05/91	210977-001
6508TH	020774				Patent	Camp	08/04/77	04/11/84		In Pending		204140-142
6508TW	105104008	007110			Patent	Camp	04/04/78			Amended/Laps		204140-172
6508US	007106228	0107555			Patent	Camp	10/04/78	04/11/84		In Force	01/05/91	204140-169
6508ZA	0770010	0770010			Patent	Camp	08/04/78	04/11/84		In Force	02/11/01	210977-003
6508GB	00272012	2201010			Patent	Camp	08/04/78	04/11/84		In Force	02/11/01	204140-003
6508PT	PCT/IN239000/02				Patent	Camp	10/04/78	04/11/84		In Force	10/05/82	210977-002
6508TH	000667				Patent	Camp	10/04/78	04/11/84		In Pending		207781-142
6508US	00404109				Patent	Camp	01/07/77			Amended/Laps		207781-172
6108N2	000671				Patent	Camp	10/04/78	04/11/84		In Force		210977-003
6108N2	000672/02/04	1431			Patent	Camp	08/04/78	04/11/84		In Force		210977-001
6108US	007100114				Patent	Camp	08/04/77			In Force	10/05/82	204140-001
6008N2	000231				Patent	Camp	08/04/78			Amending Exam'n		204140-003
6008N2	000235				Patent	Prov	08/07/77			To Laps		207781-001
6008US	00610012				Patent	Camp	08/04/78	04/11/84		In Force		211000-001
6008N2	PCT/IN207000/07				Patent	Camp	08/04/78	04/11/84		In Force		211000-003
6014N2	300201				Patent	Camp	08/04/78	04/11/84		Material Phase		211000-142
6014N2	PCT/IN207000/02				Patent	Prov	08/04/78			Amended for		210977-001
6007N2	000216				Patent	Camp	08/04/78	04/11/84		In Force		210977-142
6008N2	00007				Patent	Prov	21/10/80			Not With Prov		210977-001

WILD/2000/013 180761 1802

1045812	510313	AN ANTENNA CONTROL SYSTEM, AN ANTENNA SYSTEM AND METHOD OF CONTROLLING THE SAME				Patent	Prov	0210401				Filed With Prov	2710583-001
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