

08-08-2002

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



COVER SHEET

MRD 8-6-02

102181917

Atty. Docket No.: **Flarion-43L-47L, 49L & 50L**

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

1. Name of conveying party(ies):

Lucent Technologies 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: **May 17 and 20, 2002**

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

Name: **Flarion Technologies, Inc.**

Address: **Bedminster One**

Street Address: **135 Route 202/206 South**

City: **Bedminster** State: **NJ** ZIP: **07921**

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

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) **09/267,471; 09/266,370; 09/266,371; 09/472,074;**
09/884,581; 09/551,791; and 09/551,078. B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: **Michael P. Straub, Esq.**
STRAUB & POKOTYLO
Customer No. 26479

Internal Address: **1 Bethany Road**
Street Address: **Suite 83, Building 6**

City: **Hazlet** State: **NJ** ZIP: **07730**

6. Total number of applications and patents involved: **7**

7. Total fee (37 CFR 3.41).....\$ **280.00**

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 Any additional fees required are authorized to be charged to the deposit account listed below.

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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

Michael P. Straub
Name of Person Signing

Michael P. Straub
Signature

7/31/02
Date

Total number of pages comprising cover sheet plus assignment: **7**

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

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08/07/2002 TBIAZ1 00000211 09267471

01 FC:581

280.00 DP

PATENT
REEL: 013150 FRAME: 0991

PATENT ASSIGNMENT

by and between

LUCENT TECHNOLOGIES INC.

and

FLARION TECHNOLOGIES, INC.

Effective as of Effective Date (as defined herein)

PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this "Patent Assignment"), effective as of the date the last party hereto executes this Patent Assignment (the "Effective Date"), is by and between Lucent Technologies Inc., a Delaware corporation, with offices at 600 Mountain Avenue, Murray Hill, New Jersey 07974, United States of America ("Assignor"), and Flarion Technologies, Inc., a Delaware corporation, with offices at Bedminster One, 135 Route 202/206 South, Bedminster, New Jersey 07921, United States of America ("Assignee").

RECITALS

A. WHEREAS, Assignor and RadioRouter, Inc., a Delaware corporation, entered in to a certain Intellectual Property Agreement ("IPA"), dated February 10, 2000, related to RADIOROUTER SYSTEMS (as defined in such IPA);

B. WHEREAS, Assignee has succeeded to RadioRouter, Inc. as the party to the IPA;

C. WHEREAS, Assignor presently owns certain patent applications and invention disclosures listed in the attached Appendix A (hereinafter "Transferred Patents");

D. WHEREAS, in accordance with Section 11.06(a) of the IPA, Assignor desires to transfer, assign, convey, deliver and vest all of its interests and rights in Transferred Patents (classified as TYPE A PATENTS in accordance with the IPA) for all countries, jurisdictions and political entities of the world, to and in Assignee; and

E. WHEREAS, in accordance with Section 11.06(a) of the IPA, in consideration for the assignment of the Transferred Patents, Assignee is granting (pursuant to Section (3) below) Assignor a personal, worldwide, nontransferable, perpetual, royalty-free, and nonexclusive license under such Transferred Patents.

NOW, THEREFORE, in consideration of the promises and for other good and valid consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

(1) Assignor, subject to (a) existing rights and licenses of third parties, (b) the IPA, and (c) the license grant set forth in Section (3) herein below, does hereby assign, convey, transfer and deliver, and agrees to assign, convey, transfer and deliver to Assignee, its successors, assigns and legal representatives or nominees, Assignor's present entire right, title and interest, for all countries, jurisdictions and political entities of the world, along with the right to sue for past infringement, in and to all Transferred Patents, and corresponding counterpart foreign patents and patent applications, with respect to which, and to the extent to which, Assignor now has or hereafter acquires the right to so assign, convey, transfer and deliver.

(2) Assignor agrees that, upon request it will, at any time without charge to Assignee but at Assignee's expense, furnish all necessary documentation relating to or supporting chain of title, sign all papers, take all rightful oaths, and do all acts which may be reasonably necessary for vesting title to Transferred Patents in Assignee, its successors, assigns and legal representatives or nominees; including but not limited to any acts which may be reasonably necessary for claiming said rights and for securing and maintaining patents for said inventions in any and all countries and for vesting title thereto in Assignee and its respective successors, assigns and legal representatives or nominees.


(3) In consideration of the assignment of the Transferred Patents, Assignee hereby grants to Assignor a personal, worldwide, nontransferable, perpetual, royalty-free, non-exclusive license under the Transferred Patents, and corresponding counterpart foreign patents and patent applications.

(4) Assignor represents and warrants, as of the Effective Date, that Assignor owns or has a valid right to assign the Transferred Patents, and corresponding counterpart foreign patents and patent applications, in accordance with this Patent Assignment.

(balance of this page intentionally left blank)

IN WITNESS WHEREOF, the parties have caused this PATENT ASSIGNMENT to be executed by their duly authorized representatives on the respective dates entered below.

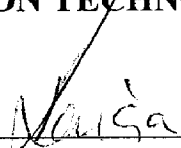
LUCENT TECHNOLOGIES INC.

By: 
D. L. Padilla

President – Intellectual Property Business

Date: May 20, 2002

FLARION TECHNOLOGIES, INC.

By: 

Name: RAJIV LAROIA

Title: C.T.O

Date: May 17, 2002

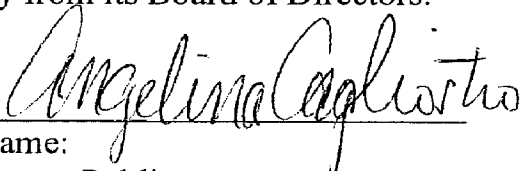
ACKNOWLEDGMENTS

STATE OF NEW JERSEY)
 : ss:
COUNTY OF UNION)

I CERTIFY that on May 20, 2002, D. L. Padilla personally came before me and this person acknowledged under oath, to my satisfaction that:

a.) this person signed, sealed and delivered the attached Patent Assignment as President – Intellectual Property Business of Lucent Technologies Inc.; and

b.) this Patent Assignment was signed and made by Lucent Technologies Inc. as its voluntary act and deed by virtue of authority from its Board of Directors.


Name:
Notary Public
My Commission Expires:
[Notarial Seal]

**ANGELINA CAGLIOSTRO
A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 1/21/2004**

STATE OF NEW JERSEY)

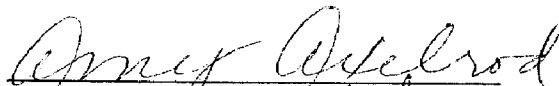
: SS:

COUNTY OF SOMERSET)

I CERTIFY that on May 17th, 2002, Rajiv Laroia personally came before me and this person acknowledged under oath, to my satisfaction that:

a.) this person signed, sealed and delivered the attached Patent Assignment as C.T.O. of Flarion Technologies, Inc.; and

b.) this Patent Assignment was signed and made by Flarion Technologies, Inc as its voluntary act and deed by virtue of authority from its Board of Directors.



Name: Amy Axelrod

Notary Public

My Commission Expires: 2/14/2007

[Notarial Seal]

AMY AXELROD
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Feb. 14, 2007

APPENDIX A

Transferred Patents

<u>Lucent Case Name</u>	<u>U.S. Serial No.</u>	<u>Title</u>
R. Laroia 9-1-1	09/267471	Orthogonal Frequency Division Multiplexing Based Spread Spectrum Multiple Access
R. Laroia 10-2-2	09/266370	Orthogonal Frequency Division Multiplexing Based Spread Spectrum Multiple Access
R. Laroia 11-3-3	09/266371	Orthogonal Frequency Division Multiplexing Based Spread Spectrum Multiple Access System Using Directional Antenna
R. Laroia 13-5-2-2	09/472074	Communications System Employing Orthogonal Frequency Division Multiplexing Based Spread Spectrum Multiple Access
R. Laroia 15-8-4-1	09/551078	Base Station Identification in Orthogonal Frequency Division Multiplexing Based Spread Spectrum Multiple Access Systems
R. Laroia 16-9-4	09/551791	Pilot Use in Orthogonal Frequency Division Multiplexing Based Spread Spectrum Multiple Access Systems
R. Laroia 17-10-5-1	09/884581	Method and Apparatus For Time and Frequency Synchronization of OFDM Communication Systems
IDS 121058	Not Filed	Extremely Low-Cost Cellular Wireless Data System