

11-13-2002

FORM-PTO-1595
1-31-92



RECORDATION

Atty. Docket: 213222.00067

To the Commissioner of

102279449

attached original documents or copy thereof.

1. Name of conveying party(ies):

(1) William M. SNELGROVE, (2) Michael STUMM
and (3) Trevor MOAT

Additional name(s) of conveying party(ies) attached?

Yes No

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

Name: SOMA NETWORKS, INC.

Foreign Address: Suite 2000, Wharfside Building

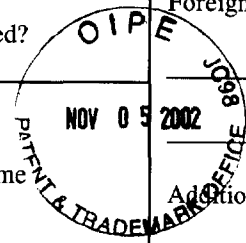
China Basin Landing, 185 Berry Street

San Francisco, CA 94107

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other

11-5-02



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

Execution Date: (1) and (2) September 9, 2002,
and (3) September 10, 2002.

4. Application number(s) or patent number(s): 10/234,717

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

A. Patent Application No.(s) 10/234,717,
filed September 5, 2002

B. Patent Registration No.(s)

Additional numbers attached? Yes No

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

Name: Katten Muchin Zavis Rosenman, Patent Admin.
525 West Monroe Street, Ste. 1600
Chicago, Illinois 60661-3693

Telephone No.: (312) 902-5200

Facsimile No.: (312) 902-1061

6. Number of applications and patents involved: One

7. Total fee (37 C.F.R. § 3.41): \$ 40.00

Enclosed
 Authorized to be charged to Deposit Account.

8. Deposit Account Number: 50-1710

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

Richard P. Bauer, Reg. No. 31,588
Name of Person Signing

Signature

November 5, 2002
Date

Total number of pages including cover sheet, attachments, and documents: 6

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ASSIGNMENT

BETWEEN

**William Martin Snelgrove,
Michael Stumm,
Trevor Moat,
and
SOMA Networks, Inc.**

1. DEFINITIONS

- a) "Assignors" mean:
- i) William Martin Snelgrove, an individual having a postal address of Suite 700, 312 Adelaide St. West, Toronto, Ontario, Canada, M5V 1R2;
 - ii) Michael Stumm, an individual having a postal address of Suite 700, 312 Adelaide St. West, Toronto, Ontario, Canada, M5V 1R2; and
 - iii) Trevor Moat, an individual having a postal address of Suite 700, 312 Adelaide St. West, Toronto, Ontario, Canada, M5V 1R2.
- b) "Assignee" means SOMA Networks, Inc. a California corporation having a place of business at Suite 2000, Wharfside Bldg. China Basin Landing, 185 Berry Street, San Francisco, California, 94107 United States of America, including its successors and assigns.
- c) "Invention" means an invention made by the Assignors and entitled, "SUBSCRIBER STATIONS".
- d) "Rights to the Invention" means, without limitation, all rights, titles, interests and claims of any nature in and to:
- i) the Invention for Canada, the United States of America and all other foreign jurisdictions;
 - ii) all Patent Applications for the Invention for Canada, the United States of America and all other foreign jurisdictions ("Patent Applications");
 - iii) all Letters Patent that may be obtained for the Patent Applications ("Issued Patents");
 - iv) all continuations, continuations-in-part, re-examinations, reissues, requests for continued examination (RCE) and divisions of the Patent Applications and/or Issued Patents; and,
 - v) the right to claim priority under International Convention and/or Treaties for the Patent Applications and/or Issued Patents.

2. BACKGROUND

- a) The Assignee wishes to acquire the Rights to the Invention from the Assignors.
- b) Each of the parties agrees to be bound by the provisions of this Assignment.
- c) This Assignment replaces and supersedes any prior Assignments, whether oral or in writing, made between the parties, or any of them.

3. THE INVENTION

- a) In addition to other good and valuable consideration, Assignee paid in hand the sum of one dollar (\$1.00) to Assignors for the Rights to the Invention.
- b) Assignors hereby acknowledge the receipt and sufficiency of the consideration received from the Assignee.
- c) Assignors hereby sell, assign and transfer to the Assignee, its successors and assigns, the Assignors' Rights to the Invention.
- d) Assignors hereby authorize and request the Commissioner of Patents for Canada to issue Canadian Letters Patent for the Invention to the Assignee, for Assignee's sole use and benefit, to the full end of the term for which Canadian Letters Patent may be granted, as fully and entirely as the same would have been held by the Assignors had this Assignment not been made.
- e) Assignors hereby authorize and request the Commissioner of Patents (or the equivalent) for such other jurisdictions where Assignee files applications for the invention, to issue Letters Patent in that jurisdiction for the Invention to the Assignee, for the Assignee's sole use and benefit, to the full end of the term for which said Letters Patent may be granted, as fully and entirely as the same would have been held by the Assignors had this Assignment not been made.
- f) Assignors hereby undertake without liability at any time upon request to do everything legally possible to assist the Assignee in the filing and prosecution of any patent application relating to the Invention in any jurisdiction, to sign such documents and do such things as may be required to give effective legal and registered title of the Assignee to the Invention in any jurisdiction, all without further consideration but at the expense of the Assignee.

4. APPLICABLE LAW AND INTERPRETATION

- a) This Assignment is governed and is to be construed and enforced in accordance with the internal laws of the Province of Ontario.
- b) The invalidity or unenforceability of any provision of this Assignment will not affect the validity or enforceability of any other provision and the Assignment will be construed as if such invalid provision were omitted.
- c) The parties agree that there are no representations, warranties, collateral Assignments or conditions affecting this Assignment other than as expressed in this Assignment.
- d) The provisions of this Assignment are for the benefit of and are binding on the parties and their respective heirs, executors, administrators and assigns.

STATEMENT BY WITNESS

Signed in the presence of:

Everitt Long

Having a Full Postal Address of:

Suite 700, 312 Adelaide St. West, Toronto, Ontario, Canada,
M5V 1R2

I hereby declare that I was personally present and did see:

WILLIAM MARTIN SNELGROVE

who is personally known to me to be the person named in the assignment herein, duly sign and execute the same.

Witness Signature _____

SIGNATURE OF WILLIAM MARTIN SNELGROVE



WILLIAM MARTIN SNELGROVE

2002 Sept 9

Date of Execution

STATEMENT BY WITNESS

Signed in the presence of:

Everitt Long

Having a Full Postal Address of:

Suite 700, 312 Adelaide St. West, Toronto, Ontario, Canada,
M5VR2

I hereby declare that I was personally present and did see:

Michael Stumm

who is personally known to me to be the person named in the assignment herein, duly sign and execute the same.

Witness Signature

SIGNATURE OF Michael Stumm

Michael Stumm

Sept 9, 2002

Date of Execution

STATEMENT BY WITNESS

Signed in the presence of:

Everitt Long

Having a Full Postal Address of:

Suite 700, 312 Adelaide St. West, Toronto, Ontario, Canada,
M5VR2

I hereby declare that I was personally present and did see:

Trevor Moat

who is personally known to me to be the person named in the assignment herein, duly sign and execute the same.

Witness Signature

SIGNATURE OF Trevor Moat

Trevor Moat

2002 September 10

Date of Execution

STATEMENT BY WITNESS

Signed in the presence of:

Everitt Long

Having a Full Postal Address of:

Suite 700, 312 Adelaide St. West, Toronto, Ontario, Canada, M5V
1R2

I hereby declare that I was personally present and did see:

ROLAND TAYLOR

who is personally known to me to be the person named in the assignment herein, duly sign and execute the same.

Witness Signature

**SIGNATURE ON BEHALF OF
SOMA Networks, Inc.**

Roland Taylor, Counsel

I have authority to bind SOMA Networks, Inc.

10 SEPTEMBER 2002

Date of Execution