

03-12-2003

Form PTO-1595
(Rev. 10/02)

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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

OMB No. 0651-0027 (exp. 6/30/2005)

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102387423

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

1. Name of conveying party(ies):

Alpine Microsystems, Inc.

3.10.03

2. Name and address of receiving party(ies)

Name: Blue Chip Capital Fund III
Limited Partnership

Internal Address: _____

Chiquita Center, 11th Floor

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

3. Nature of conveyance:



Assignment



Merger



Security Agreement



Change of Name



Other _____

Street Address: 205 East 5th Street

City: Cincinnati State: OH Zip: 45202

Execution Date: 12/26/2002

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) 60/314,338 and
10/093,961B. Patent No.(s) 6,075,711,
6,128,201, 6,175,161, 6,300,161,Additional numbers attached? ☒ Yes ☐ No

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

Name: Tracey A. Chriske

Internal Address: Suite 1800

Street Address: 425 Walnut Street

City: Cincinnati State: OH Zip: 45202-3957

6. Total number of applications and patents involved: 12

7. Total fee (37 CFR 3.41).....\$ 480.00



Enclosed



Authorized to be charged to deposit account

8. Deposit account number:

200053

DO NOT USE THIS SPACE

9. Signature.

Sharon A. Shelton, Paralegal

Name of Person Signing

Signature

03/05/2003

Date

Total number of pages including cover sheet, attachments, and documents: 13

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

03/11/2003 6TOM11 00000072 60314338

01 FC:8021

480.00 DP

PATENT
REEL: 013813 FRAME: 0979

BLUE CHIP CAPITAL FUND III LIMITED PARTNERSHIP

Additional Numbers

B. Patent No.(s)

Issued Patents: 6,337,576
6,400,575
6,436,735

PCT Applications: PCT/US00/19217
PCT/US01/04466
PCT/US01/20727

ASSIGNMENT OF PROPERTY

This Assignment of Property (the "Assignment"), dated as of December 26, 2002, is by and between Alpine Microsystems, Inc., a California corporation ("Assignor") and Blue Chip Capital Fund III Limited Partnership, an Ohio limited partnership ("Assignee").

WHEREAS, Assignor is the owner of intangible property (collectively, the "Property") including, without limitation, the property more particularly described in Schedule A attached hereto, the inventions, designs, pending and registered patents (collectively, the "Patents") listed in Schedule B attached hereto, and the service marks, service mark applications, service names, trademarks, trademark applications, and trade names (collectively, the "Trademarks") listed in Schedule C attached hereto;

WHEREAS Assignor has granted Assignee a security interest in the Property pursuant to that certain Amended and Restated Security Agreement dated June 18, 2002, between Assignor and Assignee.

WHEREAS, Assignor has defaulted on its obligations to Assignee secured by the Property, and Assignee has foreclosed upon its security interest in the Property.

NOW, THEREFORE, in consideration of the foregoing, the mutual promises hereafter set forth, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Assignment.

1.1 General. Assignor does hereby assign, convey, and transfer unto Assignee Assignor's entire right, title and interest in and to the Property.

1.2 Patents. Without limiting the generality of Section 1.1,

(a) Assignor does hereby assign, convey and transfer unto Assignee Assignor's entire right, title and interest in and to the subject matter disclosed in the Patents, and in and to all Letters Patent Domestic and Foreign issued or to be obtained thereon, and all related reissuances, divisions, continuations, continuations-in-part, revisions, extensions and reexaminations, including all rights and interests with priority rights under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperative Union, European Patent Convention, Common Market Convention, or any other convention or Union for each country of said Convention or Union.

(b) Assignor does hereby authorize and request the Commissioner of Patents and any similar governmental authority in a foreign jurisdiction to transfer record ownership of the Patents, and to issue all Letters Patent domestic and foreign granted

upon the subject matter disclosed therein, to the above named Assignee, its successors and assigns.

1.3 Trademarks. Without limiting the generality of Section 1.1,

(a) Assignor does hereby assign, convey and transfer unto Assignee Assignor's entire right, title and interest in and to the Trademarks, all registrations and applications for registration of the Trademarks, the right to recover for past infringement of the Trademarks, and the entire good will of the business in connection with which the trademarks are used and which is symbolized by the Trademarks.

(b) Assignor hereby authorizes the United States Patent and Trademark Office and any similar governmental authority in a foreign jurisdiction to transfer record ownership of the Trademarks, and to issue all Certificates of Registration, foreign or domestic issued for the Trademarks, to the Assignee, its successors and assigns.

2. Further Assurances.

Assignor and Assignee agree to execute such additional documents and perform such additional tasks as are required to effectuate the terms of this Assignment, including without limitation, the execution and filing of any documents necessary to transfer all of Assignor's rights in the Property in the countries in which such Property is protected.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment, through their duly appointed officers, as of this 26th day of December, 2002.

ALPINE MICROSYSTEMS, INC.

By: _____

Name: JACK BECKHAM

Title: CEO

BLUE CHIP CAPITAL FUND III
LIMITED PARTNERSHIP

BY: Blue Chip Venture Company, Ltd., General Partner

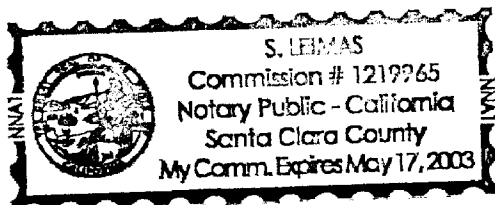
By: _____

Name: John H. Wyant

Title: Managing Director

STATE OF California)
COUNTY OF Santa Clara) SS

The foregoing instrument was acknowledged before me this 26th day of December, 2002, by S. Leimas, Notary Public, the CEO of Alpine Microsystems, Inc., a California corporation. Jack Beckham



S. Leimas
Notary Public

STATE OF Ohio)
COUNTY OF HAMILTON) SS

The foregoing instrument was acknowledge before me this 23rd day of December, 2002, by John H. WYANT, the Managing Director of Blue Chip Capital Fund III Limited Partnership, an Ohio limited partnership.

Blue Chip Venture Company, Ltd., General Partner

Jean M. Donnelly
Notary Public

H:\TC\BLUE CHIP\BCC IP Asst2.doc

JEAN M. DONNELLY
Notary Public, State of Ohio
My Commission Expires Aug. 26, 2004

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

Santa Clara

SS.

On

12/30/02

Date

, before me,

S. Leimas, Notary Public

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

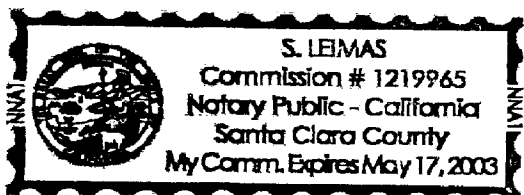
personally appeared

Jack Peckham

Name(s) of Signer(s)

☒ personally known to me

☐ proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

S. Leimas

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

☐ Individual

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

SCHEDULE A

“Property” includes, without limitation, the following:

“Accounts” shall mean all “accounts,” as such term is defined in the Code, now owned by Assignor and, in any event, including (a) all accounts receivable, other receivables, book debts and other forms of obligations (other than forms of obligations evidenced by Chattel Paper, Documents, or Instruments) now owned by or belonging or owing to Assignor, whether arising out of goods sold or services rendered by it or from any other transaction (including any such obligations which may be characterized as an account or contract right under the Code), (b) all of Assignor’s rights in, to and under all purchase orders or receipts now owned by it for goods or services, (c) all of Assignor’s rights to any goods represented by any of the foregoing (including unpaid sellers’ rights of rescission, replevin, reclamation and stoppage in transit and rights to returned, reclaimed or repossessed goods), (d) all monies due or to become due to Assignor, under all purchase orders and contracts for the sale of goods or the performance of services or both by Assignor in connection with any other transaction (whether or not yet earned by performance on the part of Assignor) now in existence, including the right to receive the proceeds of said purchase orders and contracts, and (e) all collateral security and guarantees of any kind, now in existence, given by any Person with respect to any of the foregoing.

“Chattel Paper” shall mean any “chattel paper,” including electronic chattel paper, as such term is defined in the Code, now owned by Assignor, wherever located.

“Code” shall mean the Uniform Commercial Code as the same may, from time to time, be enacted and in effect in the State of California; provided, however, in the event that, by mandatory provisions of law, any or all of the attachment, perfection or priority of Assignee’s security interest in any Property is governed by the Uniform Commercial Code as enacted and in effect in a jurisdiction other than the State of California or by foreign personal property security laws as enacted and in effect in a foreign jurisdiction, the term “Code” shall mean the Uniform Commercial Code or such foreign personal property security laws as enacted and in effect in such other jurisdiction solely for purposes of the provisions hereof relating to such attachment, perfection or priority and for purposes of definitions related to such provisions.

“Contracts” shall mean all “contracts” as such term is defined in the Code, now owned by Assignor, in any event, including all contracts, undertakings, or agreements (other than rights evidenced by Chattel Paper, Documents or Instruments) in or under which Assignor may now or hereafter have any right, title or interest, including any agreement relating to the terms of payment or the terms of performance of any Account.

“Copyright Licenses” shall mean any and all rights now owned by Assignor under any written agreement granting any right to use any Copyright or Copyright registration.

“Copyrights” shall mean all of the following now owned by Assignor: (a) all copyrights and General Intangibles of like nature (whether registered or unregistered), now owned or existing, all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the United States Copyright Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof, and (b) all reissues, extensions or renewals thereof.

“Design License” shall mean rights under any written agreement now owned by Assignor granting any right to use any Design.

“Designs” shall mean the following now owned by Assignor: (a) all industrial designs, design patents and other designs now owned or existing, all registrations and recording thereof and all applications in connection therewith and (b) all reissues, extensions, or renewals thereof.

“Documents” shall mean any “documents,” as such term is defined in the Code, now owned or hereafter acquired by Assignor, wherever located.

“General Intangibles” shall mean any “general intangibles,” as such term is defined in the Code, now owned by Assignor, and, in any event, including all right, title and interest which Assignor may now or hereafter have in or under any Contracts, all customer lists, Licenses, Copyrights, Designs, Trademarks, Patents, and all applications therefor and reissues, extensions or renewals thereof, rights in Intellectual Property, interests in partnerships, joint ventures and other business associations, licenses, permits, copyrights, trade secrets, proprietary or confidential information, inventions (whether or not patented or patentable), technical information, procedures, designs, knowledge, know-how, software, databases, data, skill, expertise, experience, processes, models, drawings, materials and records.

“Instruments” shall mean any “instrument,” as such term is defined in the Code, now owned by Assignor, wherever located, and, in any event, including all certificated securities, all certificates of deposit, and all notes and other, without limitation, evidences of indebtedness, other than instruments that constitute, or are a part of a group of writings that constitute, Chattel Paper.

“Intellectual Property” shall mean any and all Licenses, Patents, Designs, Copyrights, Trademarks, trade secrets and customer lists.

“License” shall mean any Copyright License, Patent License, Trademark License, Design License or other license of rights or interests now held by Assignor.

“Patent License” shall mean rights under any written agreement now owned by Assignor granting any right with respect to any invention on which a Patent is in existence.

“Patents” shall mean all of the following in which Assignor now holds any interest: (a) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country, and (b) all reissues, continuations, continuations-in-part, divisions or extensions thereof.

“Person” shall mean any individual, sole proprietorship, partnership, joint venture, trust, unincorporated organization, association, corporation, limited liability company, institution, public benefit corporation, other entity or government (whether federal, state, county, city, municipal, local, foreign, or otherwise, including any instrumentality, division, agency, body or department thereof).

“Trademark License” shall mean rights under any written agreement now owned by Assignor granting any right to use any Trademark.

“Trademarks” shall mean any of the following now owned by Assignor: (a) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered) now owned or existing, all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof; (b) all reissues, extensions or renewals thereof; and (c) all goodwill associated with or symbolized by any of the foregoing.

SCHEDULE B

Issued Patents

Patent Reg. No.	Date	Jurisdiction
6,400,575	6/4/2002	U.S.
6,337,576	1/8/2002	U.S.
6,300,161	10/9/2001	U.S.
6,175,161	1/16/2001	U.S.
6,128,201	10/3/2000	U.S.
6,075,711	6/13/2000	U.S.
6,141,765	10/31/2000	U.S.
6,389,507	5/14/2002	U.S.
6,436,735	8/20/2002	U.S.

Pending Patent Applications

Patent App. No.	Date	Jurisdiction
60/314,338	8/20/2001	U.S.
10/093,961	3/8/2002	U.S.
2,290,396		Canada
98805295.4		China
98923749.0		EPO
00104456.9		Hong Kong
133091		Israel
10-550741		Japan
99-7010876		Republic of Korea
9910732		Mexico
87108098		Taiwan
2,295,541		Canada
98807453.2		China
98923690.6		EPO
87108099		Taiwan
PI20003171		Malaysia
89/114,360		Taiwan
9910732		Mexico
9905498-3		Singapore
990646467-7		Singapore
PCT/US01/04466	2/13/2001	PCT
PCT/US01/20727	6/29/2001	PCT
PCT/US00/19217	7/14/2000	PCT

SCHEDULE C

Registered Trademarks:

Mark	Registration No.	Registration Date
MICROBOARD	2,552,857	3/26/2002

Pending Trademark Applications:

Mark	Serial No.	Filing Date
DIRECTACCESS	75/902,014	1/24/2000