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(Rev. 03/01)

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

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RECORDATION FORM COVER SHEET
PATENTS ONLYU.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

3-17-03

Mobility Network Systems, 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: 1/31/2003

2. Name and address of receiving party(ies)

Name: Pentech Financial Services, Inc.

Internal Address: Attn: Daphne Wells

General Counsel

Street Address: 310 W. Hamilton Ave., #202

City: Campbell State: CA Zip: 95008

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) See attached.

B. Patent No.(s) See attached.

Additional numbers attached? ☒ Yes ☐ No

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

Name: Daphne Wells

Internal Address: General Counsel

Street Address: 310 W. Hamilton Ave., #202

City: Campbell State: CA Zip: 95008

6. Total number of applications and patents involved: 17

7. Total fee (37 CFR 3.41).....\$ 680.00



Enclosed



Authorized to be charged to deposit account

8. Deposit account number:

502361

DO NOT USE THIS SPACE

9. Signature.

Daphne Wells

Name of Person Signing

Signature

March 14, 2003

Date

Total number of pages including cover sheet, attachments, and documents: 8

03/19/2003 TBI AZ1

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

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680.00 CH

PATENT
REEL: 013852 FRAME: 0011

SPEC	Patent Name	Description	PPA/RPA	Serial Number	Patent Number	Date Filed	Appl. Published	Date Issued
1001	"Method and Apparatus for Wireless Communication Employing Collector Arrays"	Zone manager, system includes transmitter, collectors, aggregator, region manager.	RPA	08/ 544913	5715516	10/18/95		02/03/98
1004	"Method and Apparatus for TDMA Wireless Communication Employing Collector Arrays for Range Extension"	User groups and collector groups extend range while removing tendency to skip frames.	RPA	08/ 634141	5805576	04/19/96		09/08/98
1005	"Method and Apparatus for Reducing Intermodulation Distortion in Digital Wideband Transmission Systems"	Preprocessing a signal reduces distortion.	RPA	08/ 679424	6108385	07/08/96		08/22/00
1012	"Method and Apparatus for Wireless Communication Employing Aggregation for Digital Signals"	Combining micro and macrodiverse signals.	RPA	08/ 801711	6192038B1	02/14/97		02/20/01
1013-1	"Method and Apparatus for Wireless Communication Employing Control of Confidence Metric Bandwidth Reduction"	Adjusting bandwidth in response to signal quality measurements.	RPA	08/ 889881	6137784	07/03/97		10/24/00
1013-2	"Method and Apparatus for Wireless Communication Employing Confidence Metric Processing for Bandwidth Reduction"	Grouping and quantifying signal measurements, comparing with desired parameters.	RPA	08/ 866700	6112058	07/03/97		08/29/00
1029	"Aggregation of Shaped Directional Receiving Antenna Array for Improved Location Information"	Directional antennae placed into various arrays; increase gain over multipath components.	RPA	08/ 997155	6041232	12/23/97		03/21/00
1030	"Improved Localization of Shaped Directional Transmitting and Transmitting/Receiving Antenna Array"	Directional antennae allow signal strength estimation for a given user in a given place and time; increase user density, signal accuracy.	RPA	09/ 001370	6173191	12/31/97		01/09/01
1031	"Method and Apparatus for Collector Arrays in Wireless Communication Systems"	Collector configurations; include directional antennae.	RPA	09/ 017189	6131034	02/02/98		10/10/00
1033	"Method and Apparatus for Collector Arrays of Directional Antennas Co-located with Zone Managers in Wireless Communications Systems"	Implementing directional antennae in the system.	RPA	09/ 017188	6212387	02/02/98		04/03/01
1038	"Method and Apparatus for Wireless Communication Employing Control for Broadcast Transmission" (FMS)	Macrodiversity combining using collector/aggregator confidence metrics, quantification, averaging, and bandwidth control.	RPA	09/ 383160	6349094	08/25/99		02/19/02
1039	"Dynamic Channel Allocation in Multiple-Access Communications Systems" (USF) filed as PPA, converted	Controlling and assigning channels to permit better utilization of the channels - using reserved and allocated channels.	RPA	09/ 753182		01/02/01		10/18/01
1041	"System for Fast Macrodiversity Switching in Mobile Wireless Networks" (ZM)	Reassigning to another BTS and handover when path loss occurs.	RPA	09/ 750592		12/28/00		
1042	"Fast Macrodiversity Switching With Interleaving in Mobile Wireless Networks"	Interleaving is used to alleviate burst errors and FMS is used to compensate for slow performance due to interleaving.	RPA	09/ 836752		04/17/01		07/11/02
1043	"Fast Macrodiversity Switching With Timing Management in Wireless Networks"	Compensation for timing advance errors generally made worse by FMS; methods of correction.	RPA	09/ 879603		06/12/01		
1046	"Predictive Collision Avoidance in Macrodiverse Wireless Networks With Frequency Hopping Using Switching" (switching back to home)	Frequency hopping is used to minimize collisions between two BTS using the same dedicated channel.	RPA	09/ 899347		07/05/01		04/04/02
1047	"Collision Avoidance in Wireless Networks With Frequency Hopping Using Virtual Cell Hopping Sequence Mapping" (zone synch)	Virtual Base Stations are created using three adjacent sectors of three adjacent BTS; a single HSN and a set of MAIOs.	RPA	09/ 962944		09/24/01		

OTHER RELATED INTELLECTUAL PROPERTY

ORIGINAL

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release ("Agreement") is effective on January 31, 2003 by and between Mobility Network Systems, Inc., a Delaware corporation, with its principal place of business at 161 Nortech Parkway, San Jose, CA 95134 ("Mobility") and Pentech Financial Services Inc., a California corporation, with its principal place of business at 310 West Hamilton Ave #202, Campbell, CA 95008 ("Pentech"). Pentech and Mobility are collectively known as the "Parties".

WHEREAS:

A. The Parties have had certain business dealings related to Pentech providing certain financing to Mobility under the terms of the Master Equipment Lease No. 300271 (the "Lease") and Equipment Financing Agreement No. 200151 the "EFA");

B. Pentech has filed Santa Clara County Superior Court Action No. CV811621 against Mobility for collection of payments under the Lease and EFA (the "Action");

C. The Parties wish to terminate any and all business relationships and contracts currently existing between them, including, but not limited to, the Lease and EFA, and the pending Action; and

THEREFORE, the parties agree as follows:

1. Mobility agrees to, on or before January 15, 2003: (a) pay to Pentech the sum of \$90,000 in certified funds and (b) deliver possession of all of the equipment located at Mobility's leased premises at 150 Charcot Avenue, San Jose, California (the "150 Charcot Building") leased by Pentech to Mobility under the Lease and all of the equipment financed by Pentech under the EFA, as described in the Lease Supplements and EFA Schedules thereto (collectively, the "Equipment"), and (c) deliver possession of all non-leasehold improvement equipment and items owned by Mobility and located at the 150 Charcot Building (collectively, the "Mobility Items"). It is understood and agreed that Pentech has had and continues to have access to the 150 Charcot Building in order to identify and remove, and Pentech has identified and removed for disposition, substantially all of the Equipment and Mobility Items. It is further understood and agreed that a substantial amount of the Equipment has not been accounted for by Mobility to Pentech due principally to loss and theft over the past several years (as described on Schedule 1 to be attached hereto), and in that connection Mobility agrees to cooperate as is reasonable with Pentech in finding the equipment and in seeking and obtaining insurance benefits, to the extent available, in respect to such loss and theft of Equipment.

2. Mobility hereby assigns all right, title and interest in Mobility's intellectual property assets as described on Exhibit A attached hereto (the "IP") to Pentech according to the terms of this Agreement. Mobility hereby irrevocably appoints Pentech as Mobility's attorney-in-fact, with full authority in the place and stead of Mobility and in the name of Mobility, from time to time in Pentech's discretion, to take any action and to execute any instrument which Pentech may deem necessary or advisable to accomplish the purposes of this Agreement, including filing and recording in the proper filing and recording places in the United States, all such instruments, including appropriate recordation statements and filings with the United States Patent and Trademark Office, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Pentech, to evidence Pentech's ownership interest in and title to

the IP and otherwise to carry out the intent and purposes of this Agreement. Notwithstanding the foregoing, Mobility hereby retains the right and license under the IP on a non-exclusive, worldwide, and royalty-free basis to practice the IP to make, have made, use, sell and import products incorporating, based on or using the IP, and to extend or transfer this right and license to Nokia, Cisco, or both.

3. The parties agree that Pentech will use its best efforts to sell or otherwise dispose for fair value the Equipment, the Mobility Items and the IP, and apply the net proceeds of any sales or dispositions of Equipment, Mobility Items and IP¹, together with the cash payment made by Mobility pursuant to this Agreement, to the outstanding balance owing to Pentech on the Lease and EFA as of the date of this Agreement, in the amount of \$181,216.24, as shown on Exhibit B attached hereto. Once this amount is paid, if there are any proceeds in excess of this amount realized on the sale or disposition of the Mobility Items, IP, or both, sixty percent (60%) of such excess proceeds will be promptly distributed to Mobility and forty percent (40%) of the excess proceeds will be promptly distributed to Pentech. Pentech shall account to Mobility by written statement for any sale or other disposition of the Equipment, Mobility Items and IP. Such accounting shall be made at the end of each calendar quarter. Mobility retains the right to sell or otherwise dispose of some or all of the IP to the extent not previously sold or disposed of by Pentech on the same allocation basis (i.e., to the extent Mobility receives value in cash proceeds or liquid assets, Mobility will promptly pay over to Pentech all such value up to the amount necessary to pay such outstanding balance, and thereafter Mobility will split any excess value on the 60% Mobility – 40% Pentech basis). Notwithstanding anything to the contrary in this Agreement, if all or substantially all of the IP has not been sold or otherwise disposed of by Pentech with one year after the effective date of this Agreement, provided the outstanding balance owing to Pentech on the Lease and EFA has been paid in full, all IP shall revert to Mobility (subject to the terms of this Agreement, in that any proceeds realized on the sale or disposition of the IP, forty percent (40%) of the proceeds will be promptly distributed to Pentech, and sixty percent (60%) of such proceeds may be retained by Mobility). Such reversion shall be automatic and shall vest in Mobility full and exclusive right, title and interest to the IP, and in that connection, Pentech irrevocably appoints Mobility, effective upon such reversion, as Pentech's attorney-in-fact, with full authority in the place and stead of Pentech and in the name of Pentech, from time to time in Mobility's discretion, to take any action and to execute any instrument which Mobility may deem necessary or advisable to accomplish the purposes of this Agreement, including filing and recording in the proper filing and recording places in the United States, all such instruments, including appropriate recordation statements and filings with the United States Patent and Trademark Office, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Mobility, to evidence Mobility's ownership interest in and title to the IP and otherwise to carry out the intent and purposes of this Agreement.

4. In consideration for the terms of this Agreement, receipt of the cash consideration referenced herein and transfer of the Equipment, Mobility Items and IP to Pentech, Pentech waives any claims it may have against Mobility, for Mobility's obligations under the Lease and EFA incurred on or before the date of this Agreement. The Parties agree that Pentech may retain all deposits from Mobility of which it is in possession, and that Pentech acquires clear ownership of such funds.

5. Upon receipt of the cash consideration referenced herein and upon transfer of the Mobility Items and IP to Pentech, Pentech will prepare and file a request for dismissal with prejudice

¹ Pentech agrees that any commissions contracted to be paid for the sale of the IP will not exceed 25% of the sale price.

of the Action as referenced above. It is acknowledged and agreed that all of the Equipment, (excepting any missing equipment as set forth in Section 1, above) and Mobility Items have been transferred to Pentech and Pentech has exclusive possession of same, or possession of the proceeds from any sale or disposition of same by Pentech.

6. The Parties, for themselves and for their subsidiaries, successors and assigns, employees, agents, officers and directors do hereby release and discharge the other party, and its subsidiaries, successors and assigns, employees, officers and directors and stockholders, and each of them, from any and all claims, demands and causes of action of any kind or nature, whether known or unknown or suspected or unsuspected, which the Parties now own or hold, or at any time before this owned or held against the other Party, including without limitation in connection with the Action, excepting any claims based on fraud or misrepresentation arising from this agreement, or the consideration referenced herein. Without limiting the generality of the foregoing, the Parties agree that the Lease and EFA are terminated, without penalty, effective upon Pentech's receipt of the \$90,000 set forth in Section 1 above, the Mobility Items and the IP.

7. Except as set forth herein, it is the Parties' intention that by signing this Agreement it will forever bar every claim, demand, and cause of action described herein, and the Parties expressly waive any and all rights and benefits under Section 1542 of the California Civil Code, which states:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with debtor."

8. The Parties represent and agree that this Agreement is freely and voluntarily executed and that no promise, inducement, or agreement not expressed in this Agreement has been made to it. The Parties further represent that they have had the opportunity to consult with legal counsel prior to signing this Agreement.

9. The Parties further agree not to file any claim or grievance or any court, arbitration, mediation, regulatory or peer review agency action, where the subject matter of such action is covered by this Agreement.

10. This Agreement shall be null and void in the event any payment and performance of the consideration set forth in Section 1, above, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by Pentech, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, Mobility's obligations under the Lease and EFA shall be deemed reduced only by such amount paid and not by any payments so rescinded, reduced, restored or returned.

11. If any action or other proceeding is commenced to enforce the rights or obligations set forth in this Agreement, the prevailing party in any such action or other proceeding shall be entitled, in addition to any other damages or relief, to recover reasonable attorney's fees and costs incurred therein.

12. This Agreement inures to the benefit of all Parties, their officers, directors, parent corporations, subsidiary corporations, agents, attorneys, employees, heirs, administrators, personal

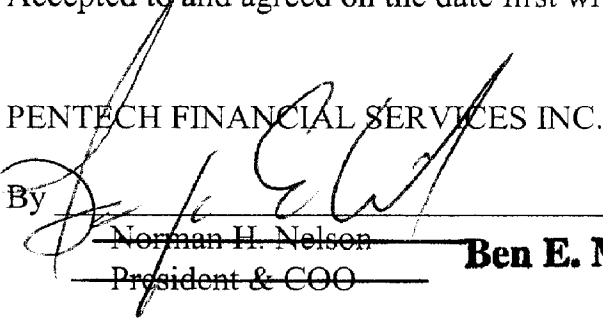
representatives, successors, and assigns.

13. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California as to all matters. Jurisdiction and venue for any dispute arising out of this Agreement shall exclusively be in the County of Santa Clara, State of California.

14. This Agreement may be executed in two or more counterparts each of which shall be an original, but each counterpart shall constitute one and the same instrument.

Accepted to and agreed on the date first written above.

PENTECH FINANCIAL SERVICES INC.

By 
 ~~Norman H. Nelson~~ **Ben E. Millerbis, CEO**
 ~~President & COO~~

MOBILITY NETWORK SYSTEMS INC.

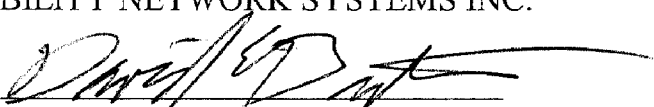
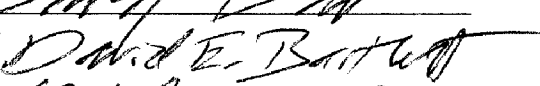
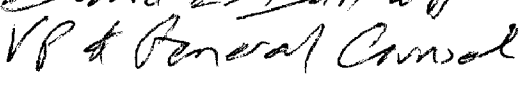
By: 
 Name: 
 Title: 
 VP & General Counsel

EXHIBIT "A"
INTELLECTUAL PROPERTY ASSETS

CONTINUATION OF ITEM 4
RECORDATION COVER SHEET

Source codes for computer programs developed by Mobility Networks and based on or implementing the foregoing patents and patent applications.
Copyrights subsisting in such computer programs.

Mobility hereby certifies as follows:

Mobility represents to Pentech that all of the IP transferred under this Agreement was developed in connection with Mobility's initial business plan for deploying radio link improvements through a technique known as macrodiversity. The macrodiversity IP was not successfully deployed by Mobility on a commercial basis, therefore Mobility represents only that the transferred IP is, to Mobility's knowledge and belief, substantially the intellectual property needed to complete its macrodiversity program as conducted by Mobility at its termination of such program. It is understood, however, that Mobility's subsequent, and current, business plan utilizes, or may utilize, some of the intellectual property and technologies underlying the macrodiversity IP, and the transferred IP is subject to such utilization accordingly.

MOBILITY NETWORK SYSTEMS, INC.

By: 
Name: J. Lindo
Title: VP & General Counsel