

07-02-2003



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Form PTO-1595 (Rev. 03/01)

REGISTRATION FORM COVER SHEET

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

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

PATENTS ONLY

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

1. Name of conveying party(ies):

Triton Network Systems, Inc.

6-27-03

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

2. Name and address of receiving party(ies)

Name: Carriercomm, Inc.

Internal Address:

Street Address:

111 Castilian Drive

City: Santa Barbara, California

Country: USA

Zip: 93117

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

3. Nature of Conveyance:

Assignment

Merger

Security Agreement

Change of Name

Other Bill of Sale and Assignment

Execution Date: March 15, 2002

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

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

A. Patent Application No.(s):

09/300,114 09/307,526 09/442,853
09/300,575 09/322,243 09/443,032
09/304,674 09/388,822 09/587,877

B. Patent No.(s):

Additional numbers attached? Yes No

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

Name: David H. Tannenbaum
FULBRIGHT & JAWORSKI L.L.P.

Internal Address: Atty. Dkt.: 63692/G99999/10208963

Street Address: 2200 Ross Avenue, Suite 2800

City: Dallas State: TX Zip: 75201-2784

6. Total number of applications and patents involved:

7. Total fee (37 CFR 3.41) \$ 360.00
 Enclosed
 Authorized to be charged to deposit account
 Authorized to be charged to credit card (Form 2038 enclosed)

8. Deposit account number:

06-2380
(Attach duplicate copy of this page if paying by deposit account)

FINANCE SECTION
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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.

R. Ross Viguet
Name of Person Signing

R. Ross Viguet
Signature

June 27, 2003
Date

Total number of pages including cover sheet, attachments, and documents: 11

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INTELLECTUAL PROPERTY BILL OF SALE AND ASSIGNMENT

THIS INTELLECTUAL PROPERTY BILL OF SALE AND ASSIGNMENT (this "*IP Bill of Sale*") is made and entered into as of March 15, 2002 by and between Triton Network Systems, Inc., a Delaware corporation ("*Seller*"), and Carriercomm, Inc., a Delaware corporation ("*Purchaser*"). Capitalized terms not defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement (as hereinafter defined).

WHEREAS, Purchaser and Seller have entered into an Asset Purchase Agreement dated as of March 15, 2002 (the "*Asset Purchase Agreement*") pursuant to which Seller has agreed to sell, transfer, convey, assign and deliver to Purchaser, and Purchaser has agreed to purchase and acquire from Seller, among other things, (A) all right, title and interest in, to and under all Intellectual Property owned by or licensed to Seller (or in, to or under which Seller otherwise has any right, title or interest) that is used primarily in, or necessary for, the conduct of the Business, including: (1) all Intellectual Property rights acquired by Seller from IBM under the IBM Agreement, and all Intellectual Property in any derivative thereof, owned by Seller; (2) all of Seller's rights in, to and under and associated with the licenses of the technologies granted to Seller by IBM under the IBM Agreement; and (3) all other Intellectual Property rights held by Seller associated with (I) ASIC modem chip designs and board level solutions based upon or utilizing such designs, (II) modem board products, (III) NIC board products, (IV) modem/NIC combination board products or and (V) all embedded and network management software, including the items listed or referred to in Schedule 2.01(a)(iv)(A) (collectively, the "*Business Intellectual Property*"); and (B) all right, title and interest in, to and under all Intellectual Property owned by or licensed to Seller (or in, to or under which Seller otherwise has any right, title or interest) other than the Business Intellectual Property (the "*Other Intellectual Property*") (the Business Intellectual Property and the Other Intellectual Property, collectively, the "*Seller Intellectual Property*");

WHEREAS, Intellectual Property means any or all of the following and all rights in, arising out of, or associated therewith: (i) all United States, foreign and international patents and patent rights (including all patents, patent applications, and any and all divisions, continuations, continuations-in-part, reissues, re-examinations and extensions thereof, and all invention registrations and invention disclosures); (ii) all trademarks and trademark rights, service marks and service mark rights, trade names and trade name rights, service names and service name rights, designs, trade dress, brand names, business and product names, Internet domain names, logos and slogans (including all goodwill, common law rights and governmental or other registrations or applications for registration pertaining thereto); (iii) all copyrights and copyright rights (including all common law rights and governmental or other registrations or applications for registration pertaining thereto, and renewal rights therefor); (iv) all *sui generis* database rights, ideas, inventions, (whether patentable or not), invention disclosures, improvements, technology, know-how, show-how, trade secrets, formulas, systems, processes, designs, methodologies, industrial models, works of authorship, databases, content, graphics, technical drawings, statistical models, algorithms, modules, computer programs, technical

documentation, business methods, work product, intellectual and industrial property licenses, proprietary information, customer lists, and documentation relating to any of the foregoing; (v) all mask works, mask work registrations and applications therefor; (vi) all industrial designs and any registrations and applications therefor throughout the world; (vii) all computer software including all source code, object code, firmware, development tools, files, records and data, all media on which any of the foregoing is recorded, all Web addresses, sites and domain names, (viii) all similar, corresponding or equivalent rights to any of the foregoing and (ix) all documentation related to any of the foregoing;

WHEREAS, Seller desires to sell, transfer, convey, assign and deliver to Purchaser, and Purchaser desires to purchase and acquire from Seller, the Seller Intellectual Property;

NOW, THEREFORE, for and in consideration of the foregoing and the representations, warranties, covenants and agreements set forth herein, to enable the commercial exploitation by Purchaser of the Seller Intellectual Property and the other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

1. Assignment. Seller hereby irrevocably sells, transfers, conveys, assigns and (subject, in the case of the Other Inventory, to Section 2.04(a)(iii) of the Asset Purchase Agreement) delivers to Purchaser, its successors and assigns, to have and to hold forever, free and clear of all Encumbrances, all of Seller's right, title and interest in, to and under all of the Seller Intellectual Property including:

(a) all patents and patent applications described in Schedule 3.13(f) and all other patents and patent applications within the Seller Intellectual Property;

(b) any and all divisions, substitutions, continuations, continuation-in-part, reexaminations, renewals, reissues, extensions and foreign counterparts of all of the patents and patent applications;

(c) the items described in Schedule 2.01(a)(iv)(A);

(d) all licenses, sublicenses and other agreements to which Seller or any of its Subsidiaries is a party and pursuant to which Seller or any of its Subsidiaries is authorized to use any third party Intellectual Property (other than generally available "shrink wrap" licenses) relating to the Business or the Purchased Assets; provided however that to the extent that any license, sublicense or other agreement is not assignable without consent, waiver, approval or other action of a third party or notice to a third party, this IP Bill of Sale shall not constitute an assignment or an attempted assignment thereof if such consent, waiver, approval or other action has not been obtained and delivered to Purchaser or if such notice has not been given or such assignment or attempted assignment would otherwise constitute a breach thereof; and

(e) all claims of Seller known and unknown, past, present and future, against any third party relating to any of the foregoing.

2. Moral Rights. Any assignment of copyright hereunder includes all rights

of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights" (collectively, "*Moral Rights*"). To the extent such Moral Rights cannot be assigned under applicable law and to the extent the following is allowed by the laws in the various countries where Moral Rights exist, Seller hereby waives and agrees not to assert such Moral Rights and consent to any action of Purchaser that would violate such Moral Rights in the absence of such consent. Seller shall confirm any such waivers and consents from time to time as requested by Purchaser.

3. Exclusivity. Seller agrees that the rights vested in Purchaser with respect to the Seller Intellectual Property by virtue of the foregoing sale, transfer, conveyance, assignment and delivery shall be exclusive to Purchaser. Seller agrees not to market, sell, transfer, convey, assign or otherwise disclose the Seller Intellectual Property to any third party, except as provided in Section 2.01(b) of the Asset Purchase Agreement.

4. Confidentiality. Except as provided in Section 2.01(b) of the Asset Purchase Agreement, Seller agrees (i) not to disclose or make available to any third party any information or materials within the Seller Intellectual Property except as may be required by order of a court or other governmental authority and where a protective order or other appropriate remedy cannot be obtained and (ii) to maintain in confidence any non-public information associated with the Seller Intellectual Property or this IP Bill of Sale. Seller understands and acknowledges that the Seller Intellectual Property includes information that will be proprietary and confidential to Purchaser and that contain trade secrets, the disclosure of which could cause substantial harm that may not be remedied by the payment of damages alone. Accordingly, Seller agrees that Purchaser may seek the entry of preliminary and permanent injunctive relief and other equitable relief to prevent or remedy any breach of this Section 4. Notwithstanding the foregoing, Seller shall have no obligation under this Section 4 with respect to any information or material that was not held by Seller as a trade secret or as proprietary or confidential prior to the Closing Date, or that (i) now or later becomes publicly known through no fault of Seller, (ii) is subsequently furnished to Seller without restriction as to confidentiality by a third party entitled to furnish such information without such a restriction, or (iii) is generally made available to third parties by Purchaser without a duty of confidentiality.

5. Evidence of Intellectual Property Rights. As between Purchaser and Seller, Purchaser shall have the sole and exclusive right (but not the obligation) to: (i) file for, prosecute, own and maintain in its own name all patent, trademark and copyright applications and registrations and other evidences of ownership in and to the Seller Intellectual Property; (ii) issue any notice or bring any action, claim, suit or proceeding with respect to any infringement, violation or misappropriation of the Seller Intellectual Property; and (iii) answer, defend and respond to any declaratory judgment or other such action or claim with respect to the ownership, validity or non-infringement of the Seller Intellectual Property.

6. Purchaser's Duties. Notwithstanding any provision contained in this IP Bill of Sale, Purchaser shall have no duty to exercise any of the rights, privileges or powers afforded to it and shall not be responsible to Seller or any other Person for any failure to do so or delay in doing so.

7. Representations and Warranties. Seller is not making any representations

or warranties of any kind with respect to the Seller Intellectual Property, except as expressly contained in the Asset Purchase Agreement.

8. Further Assurances. At any time or from time to time after the date hereof, at Purchaser's request and without further consideration, Seller shall execute and deliver to Purchaser such other instruments of sale, transfer, conveyance, assignment and confirmation, provide such materials and information and take such other actions as Purchaser may reasonably request in order to more effectively transfer, convey and assign to Purchaser, and to confirm and perfect the foregoing assignment and Purchaser's right, title and interest in, to and under all of the Seller Intellectual Property, and, to the full extent permitted by Law, to put Purchaser in actual possession and operating control of the Seller Intellectual Property and to assist Purchaser in exercising all rights with respect thereto, and otherwise cause Seller to fulfill its obligations under the Asset Purchase Agreement and this IP Bill of Sale.

9. Counterparts. This IP Bill of Sale may be executed and delivered (including by facsimile transmission) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed and delivered shall be deemed to be an original but all of which taken together shall constitute one and the same instrument.

10. Governing Law. This IP Bill of Sale shall be governed by, and shall be construed and enforced in accordance with, the internal laws of the State of California applicable to contracts made and to be performed entirely within that state (except for matters required by federal law to be governed by federal law, in which case such choice of California law shall not be deemed to deprive the parties hereto of such rights and remedies as may be available under U.S. federal law), and no effect shall be given to any conflict of laws principles thereof directing the application of any law other than the laws of the State of California.

11. Assignment; Binding Effect; Benefit. Neither this IP Bill of Sale nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of Law or otherwise) without the prior written consent of the other parties hereto. Subject to the preceding sentence, this IP Bill of Sale shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns. Notwithstanding anything contained in this IP Bill of Sale to the contrary, nothing in this IP Bill of Sale, express or implied, is intended to confer on any person other than the parties hereto or their respective successors and permitted assigns any rights or remedies under or by reason of this IP Bill of Sale.

12. Precedence. If any provision of this IP Bill of Sale is construed to conflict with a provision of the Asset Purchase Agreement, the provision in the Asset Purchase Agreement shall be considered controlling.

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NO.021 P012/012

IN WITNESS WHEREOF, the parties hereto have caused this IP Bill of Sale to be executed as of the date first written above by their respective officers thereunto duly authorized.

TRITON NETWORK SYSTEMS, INC.

By: 
Name: Kan Vines
Title: Chief Executive Officer and Chief
Financial Officer

CARRIERCOMM, INC.

By: _____
Name: Jamal Hamdani
Title: President and Chief Executive
Officer

IN WITNESS WHEREOF, the parties hereto have caused this IP Bill of Sale to be executed as of the date first written above by their respective officers thereunto duly authorized.

TRITON NETWORK SYSTEMS, INC.

By: _____
Name: Ken Vincs
Title: Chief Executive Officer and Chief
Financial Officer

CARRIERCOMM, INC.

By: J. Hamdani
Name: Jamal Hamdani
Title: President and Chief Executive
Officer