

FORM PTO-1595 (Modified)  
(Rev. 03-01)  
OMB No. 0651-0027 (exp. 5/31/2002)  
P08/REV03

11-04-2003



102590982

R SHEET

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

LY

OFFICE OF PUBLIC RECORDS

Tab settings

To the Director of the United States

Record the attached original documents or copy thereof.

## 1. Name of conveying party(ies):

Matthew K. Gray  
Jeffrey J. Peden II  
Yonald Chery

Additional names(s) of conveying party(ies)

☐ Yes ☒ No

## 3. Nature of conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Other

Execution Date: 10/29/03, respectively

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

Name: Newbury Networks, Inc.

Internal Address:

Street Address: 745 Boylson Street

City: Boston State: MA ZIP: 02116

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

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

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

A. Patent Application No.(s)

10/235,338

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 M. Mello

Internal Address: McDermott, Will &amp; Emery

Street Address: 28 State Street

11/03/2003 DBYRNE 00000027 501133 10235330

01 FC:0021 40.00 DA

City: Boston State: MA ZIP: 02109

## 6. Total number of applications and patents involved:

1

## 7. Total fee (37 CFR 3.41):.....\$ 40.00

☐ Enclosed - Any excess or insufficiency should be credited or debited to deposit account☒ Authorized to be charged to deposit account

## 8. Deposit account number:

50-1133

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

## 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.

David M. Mello, Reg. No. 43,799

Name of Person Signing

Signature

October 29, 2003

Date

Total number of pages including cover sheet, attachments, and document:

7

Mail documents to be recorded with required cover sheet information to:  
Mail Stop Assignment Recordation Services  
Director of the United States Patent and Trademark Office, P.O. Box 1450, Alexandria, VA 22313-1450

PATENT

REEL: 014645 FRAME: 0669

## ASSIGNMENT OF PATENT RIGHTS

We, Matthew K. Gray of 94 Jaques Street, Somerville, MA 02145, Jeffrey J. Peden II of 439 Bedford Street, Lexington, MA 02420 and Yonald Chery of 65 West Street, Malden, MA 02148, having invented improvements in an **POSITION DETECTION AND LOCATION TRACKING IN A WIRELESS NETWORK**, and having this date executed an application for United States patent describing the same and based thereon (authorizing our agent(s) and attorney(s), who are authorized to prosecute said application, to here insert the filing date and serial number of said application, when known, Serial No. 10/235,338, filed **September 5, 2002**), for good and valuable consideration, receipt of which is hereby acknowledged from Newbury Networks, Inc., a Massachusetts corporation with offices at 745 Boylston Street, Boston, MA 02116 USA, and hereinafter referred to as the Assignee (which term shall include the successors and assigns), do hereby sell, assign and transfer to the Assignee our entire right, title, and interest, in and throughout the United States of America (including its territories and dependencies) and all countries foreign thereto, in and to and under said application (which term shall include hereinafter where the context so admits all divisional, continuing, reissue and other patent applications based thereon) and all inventions (which term shall include each and every such invention, or any part thereof) therein described, and any and all patents and like rights of exclusion (including extensions thereof) of any country which may be granted on or for said inventions or on said application.


And for the same consideration we do also hereby sell, assign and transfer unto the Assignee all our rights under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty and all other treaties of like purpose in respect of said inventions and said application, and we do hereby authorize the Assignee to apply in our names or in their own name (in a manner to be agreed upon by the Assignee) or their designee, for patents and like rights of exclusion on or for said inventions in all countries, claiming (if the Assignee so desires) the priority of the filing date of said application under the provisions of said Convention, Treaty or any such other Convention or Treaty;

And for the same consideration we do hereby jointly and severally agree for ourselves and for our respective heirs, executors and administrators, promptly upon request of the Assignee, to execute and deliver without further compensation any power of attorney, assignment, original, divisional, continuing, reissue or other application or applications for patent or patents or like rights of exclusion of any country, or other lawful documents and any further assurances that may be deemed necessary or desirable by the Assignee fully to secure to it said right, title, and interest as aforesaid in and to said inventions, application, and said several patents and like rights of exclusion, or any of them, all, however, at the expense of the Assignee;

And we do hereby authorize and request the Commissioner of Patents and Trademarks of the United States of America and the corresponding Official of each country foreign thereto to issue to the Assignee any and all patents and like rights of exclusion which may be granted in any country upon said application or on or for said inventions;

And we do hereby jointly and severally covenant for ourselves and for our respective legal representatives and agree with the Assignee that we have granted no right or license to make, use or sell said inventions to anyone except the Assignee, that prior to the execution of this deed our right, title and interest in and to said inventions has not been otherwise encumbered by us, and that we have not executed and will not execute any instrument in conflict herewith.

IN WITNESS WHEREOF, we hereunto set our hands and seals on the day and year hereinafter noted.

  
\_\_\_\_\_  
Matthew K. Gray

Dated: October 29, 2003

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

Before me this \_\_\_\_ day of \_\_\_\_\_, 2003, personally appeared **Matthew K. Gray**, and  
acknowledged the foregoing instrument to be his or her free act and deed.

\_\_\_\_\_  
Notary Public

SEAL

IN WITNESS WHEREOF, we hereunto set our hands and seals on the day and year hereinafter noted.

  
\_\_\_\_\_  
Jeffrey J. Peden II

Dated: October 29, 2003

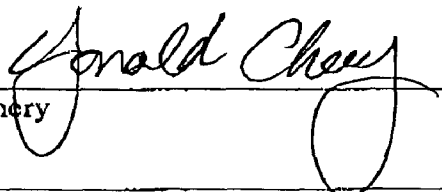
State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

Before me this \_\_\_\_ day of \_\_\_\_\_, 2003, personally appeared **Jeffrey J. Peden II**, and acknowledged the foregoing instrument to be his or her free act and deed.

\_\_\_\_\_  
Notary Public

SEAL

IN WITNESS WHEREOF, we hereunto set our hands and seals on the day and year hereinafter noted.

  
\_\_\_\_\_  
Yonald Chery  
State of \_\_\_\_\_  
County of \_\_\_\_\_ ss.

**Dated: October 29, 2003**

Before me this \_\_\_\_\_ day of \_\_\_\_\_, 2003, personally appeared **Yonald Chery**, and acknowledged the foregoing instrument to be his or her free act and deed.

\_\_\_\_\_  
Notary Public

SEAL

NNIK-001 (63111-013)

McDermott, Will & Emery  
28 State Street  
Boston, MA 02109  
(617) 535-4000

BS199 1308645-1.063111.0013

Page 4 of 3

RECORDED: 10/31/2003

PATENT  
REEL: 014645 FRAME: 0673