

04-13-2004

U.S. Department of Commerce
Patent and Trademark Office
Attorney Docket No. 8953.0008-00
Attorney Customer Number: 22,852

To the Honorable Commissioner of Patents
Please record the attached original document

TTN. BOX ASSIGNMENTS

1. Name of conveying party(ies):

Adaptive Broadband Corporation

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

Name: Axxcelera Broadband Wireless, Inc.

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

Internal Address:

3. Nature of conveyance:

☒ Assignment ☐ Merger

Street Address: 111 Castilian Drive

City: Santa Barbara

☐ Security Agreement ☐ Change of Name

State: CA Zip Code: 93117-3093

☐ Other:

Additional name(s) & Address(es) attached?

Execution Date: November 2, 2001

☐ 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:

A. Patent Application Number(s):

09/537,743

B. Patent Number(s):

Additional numbers attached?

☐ Yes ☒ No

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

Name: FINNEGAN, HENDERSON, FARABOW, GARRETT & DUNNER, L.L.P.

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$40

☒ Enclosed (Please charge deficiency to deposit account)☐ Authorized to be charged to deposit account

Internal Address:

Street Address: 1300 I Street, N.W.

City: Washington, D.C.

State: Zip: 20005-3315

8. Deposit Account No.: 06-0916

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.

Linda J. Thayer, Reg. No. 45,681

Signature

Date

Total number of pages including cover sheet, attachments and documents: 23

INTELLECTUAL PROPERTY BILL OF SALE AND ASSIGNMENT

THIS INTELLECTUAL PROPERTY BILL OF SALE AND ASSIGNMENT (this "*Bill of Sale*") is made and entered into as of November __, 2001, by Adaptive Broadband Corporation, a Delaware corporation ("*Seller*") in favor of Axxcelera Broadband Wireless, Inc., a Delaware corporation ("*Assignee*") and a wholly owned subsidiary of Moseley Associates, Inc., a California corporation ("*Purchaser*").

PRELIMINARY STATEMENTS

1. Purchaser and Seller have entered into that certain Asset Purchase Agreement dated as of September 26, 2001 (the "*Purchase Agreement*"), pursuant to which Seller has agreed to sell, transfer and assign to Purchaser, and Purchaser has agreed to purchase and assume from Seller, all of Seller's right, title and interest in, to and under certain assets, properties and rights listed in Section 1.1 of the Purchase Agreement in accordance with the terms and provisions of the Purchase Agreement.

2. Pursuant to that certain Consent to Assignment Agreement dated as of November __, 2001 by and among Seller, Purchaser and Assignee, Seller has consented to the assignment of all of Purchaser's rights and delegation of all of Purchaser's obligations under the Purchase Agreement from Purchaser to Assignee.

3. Assignee and Seller now desire to carry out the intent and purpose of the Purchase Agreement by Seller's execution and delivery of this Bill of Sale evidencing the sale, transfer and assignment to Assignee of all of the Adaptive Intellectual Property and the ABL Intellectual Property.

4. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement.

STATEMENT OF AGREEMENT

NOW, THEREFORE, for and in consideration of the foregoing, the mutual promises and covenants contained herein, to enable the commercial exploitation by Assignee of the Adaptive Intellectual Property and the ABL Intellectual Property and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Assignment.** At the Closing:

(a) Seller hereby irrevocably sells, transfers and assigns to Assignee, its successors and assigns, to have and to hold forever, and Assignee hereby accepts all of Seller's right, title and interest in, to and under the assets, properties and rights listed in Section 1.1(f) of the Purchase Agreement, but excluding the Excluded Assets: (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) as set forth in Schedule 1; (ii) all

trademarks and trademark rights, service marks and service mark rights, trade names and trade name rights, service names and service name rights (including all goodwill, common law rights and governmental or other registrations or applications for registration pertaining thereto), designs, trade dress, brand names, business and product names, Internet domain names, logos and slogans as set forth in Schedule 2; (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) as set forth in Schedule 3; (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, and all media on which any of the foregoing is recorded; (viii) all similar, corresponding or equivalent rights to any of the foregoing; and (ix) all documentation related to any of the foregoing (collectively, the "*Adaptive Intellectual Property*"), including without limitation those listed on Schedule 1.1(f) of the Purchase Agreement.

(b) Seller hereby irrevocably sells, transfers and assigns to Assignee, its successors and assigns, to have and to hold forever, and Assignee hereby accepts all of Seller's right, title and interest in, to and under the assets, properties and rights listed in Section 1.1(n)(v) of the Purchase Agreement and transferred to it by ABL and the Administrators pursuant to the asset transfer agreement by and among Seller, ABL and the Administrators, but excluding the Excluded Assets: (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) as set forth in Schedule 1; (ii) all trademarks and trademark rights, service marks and service mark rights, trade names and trade name rights, service names and service name rights (including all goodwill, common law rights and governmental or other registrations or applications for registration pertaining thereto), designs, trade dress, brand names, business and product names, Internet domain names, logos and slogans as set forth in Schedule 2; (iii) all works of authorship, copyrights and copyright rights (including all common law rights and governmental or other registrations or applications for registration pertaining thereto, and renewal rights therefor) as set forth in Schedule 3; (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, 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, and all media on which any of the foregoing is recorded; (viii) all similar, corresponding or equivalent rights to any of the

foregoing; and (ix) all documentation related to any of the foregoing (collectively, the "*ABL Intellectual Property*"), including without limitation those listed on Schedule 1.1(n)(v) of the Purchase Agreement.

(c) Exclusivity. Seller agrees that the rights vested in Assignee with respect to the Adaptive Intellectual Property and the ABL Intellectual Property by virtue of the foregoing sale, transfer and assignment shall be exclusive to Assignee. Seller agrees not to market, sell or otherwise transfer or disclose the Adaptive Intellectual Property or the ABL Intellectual Property to any third party.

(d) Confidentiality. Seller agrees (i) not to disclose to any third party the Adaptive Intellectual Property and the ABL Intellectual Property for so long as such materials are not made public by Assignee or any third party not bound by any contractual or other obligation of confidentiality to Seller or Assignee with respect to any of the Adaptive Intellectual Property and the ABL Intellectual Property, and 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 Adaptive Intellectual Property, the ABL Intellectual Property or this Bill of Sale. Seller understands and acknowledges that the Adaptive Intellectual Property and the ABL Intellectual Property include information that will be proprietary and confidential to Assignee and that contain trade secrets, the disclosure of which would cause substantial harm that could not be remedied by the payment of damages alone. Accordingly, Seller agrees to the entry of preliminary and permanent injunctive relief and other equitable relief to prevent or remedy any breach of this Section 1(d).

2. Evidence of Intellectual Property Rights. As between Seller and Assignee, Assignee shall have the right to obtain and hold in its own name all patent, trademark and copyright applications and registrations and other evidences of the Adaptive Intellectual Property and the ABL Intellectual Property.

3. Limitation of Agreement. Nothing contained in this Bill of Sale or otherwise shall be construed to provide any rights to Assignee or Seller beyond those rights expressly provided to Assignee or Seller in the Purchase Agreement. Notwithstanding anything to the contrary herein, Seller is executing and delivering this Bill of Sale in accordance with and subject to all of the terms and provisions of the Purchase Agreement (including, without limitation, the exclusions set forth in Section 1.2 and the disclaimer set forth in Section 11.1).

4. Miscellaneous.

(a) No Representations or Warranties. Consistent with and subject to Section 11 of the Purchase Agreement, Seller makes no representation or warranty with respect to the Adaptive Intellectual Property or the ABL Intellectual Property other than the representations and warranties set forth in Sections 4.4 and 4.9 of the Purchase Agreement.

(b) Conflict. In the event that any provision of this Bill of Sale be construed to conflict with a provision in the Purchase Agreement, the provision in the Purchase Agreement shall be deemed to be controlling.

(c) Severability. If any term of this Bill of Sale is found to be unlawful or unenforceable in any respect, the courts shall enforce such term, in whole or in part, and all other terms of this Bill of Sale, to the fullest extent possible, and the remainder of the Bill of Sale shall not be affected.

(d) No Third Party Beneficiaries. No person or entity other than the parties and their respective successors and assigns shall have any rights under this Bill of Sale or the provisions contained herein.

(e) Successors and Assigns. This Bill of Sale and the agreements, undertakings and representations herein contained shall inure to the benefit of and bind the parties and their respective successors and assigns, including, without limitation, a Chapter 7 or Chapter 11 trustee appointed in the Seller's bankruptcy case; provided that this provision shall not be construed to permit any assignment prohibited by the Purchase Agreement.

(f) Governing Law. THIS BILL OF SALE SHALL BE GOVERNED BY TITLE 11 OF THE UNITED STATES CODE AND SUCH OTHER FEDERAL STATUTES AND RULES AS ARE APPLICABLE TO BANKRUPTCY CASES UNDER TITLE 11 OF THE UNITED STATES CODE AND THE LAWS OF THE STATE OF CALIFORNIA, TO THE EXTENT SUCH LAWS ARE NOT PREEMPTED BY OR INCONSISTENT WITH TITLE 11 OF THE UNITED STATES CODE AND SUCH OTHER FEDERAL STATUTES AND RULES AS ARE APPLICABLE TO CASES UNDER TITLE 11, REGARDLESS OF THE LAWS THAT MIGHT OTHERWISE GOVERN UNDER THE CONFLICT OF LAWS PRINCIPLES OF SUCH STATE.

(g) Counterparts; Facsimile Signatures. This Bill of Sale may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Any party may execute and deliver this Bill of Sale by an executed signature page transmitted by a facsimile machine. If a party transmits its signature by a facsimile machine, such party shall promptly thereafter deliver an originally executed signature page to the other party; provided that any failure to deliver such an originally executed signature page shall not affect the validity, legality or enforceability of this Bill of Sale.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Bill of Sale as of the date first above written.

"Seller"

ADAPTIVE BROADBAND CORPORATION

By: _____
Name: _____
Its: _____

Accepted and agreed:

"Assignee"

AXXCELERA BROADBAND WIRELESS, INC.

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

Schedule I**U.S. and Foreign Patents and Patent Applications (Seller and ABL)**

Mark Description	Registration/ Application Number	Registration/ Application Date

Schedule 2**Trademark Registrations and Applications (Seller and ABL)**

Mark Description	Registration/ Application Number	Registration/ Application Date

Schedule 3**Copyright Registrations and Applications (Seller and ABL)**

Mark Description	Registration/ Application Number	Registration/ Application Date

ASSET PURCHASE AGREEMENT

by and between

MOSELEY ASSOCIATES, INC.

and

ADAPTIVE BROADBAND CORPORATION

September 26, 2001

(KOL388469.16(8BQT16I.DOC)

C:\WINDOWS\TEMPORARY INTERNET FILES\OLK91A28BQT16I.DOC

TABLE OF CONTENTS

Page

SECTION 1.	PURCHASED ASSETS AND ASSUMED LIABILITIES	1
1.1.	Purchased Assets from Adaptive.....	1
1.2.	Excluded Assets.....	5
1.3.	Assumed Liabilities.....	7
1.4.	Abandonment of Certain Assets.....	7
1.5.	Adaptive Assets Held by Third Parties; Seller's Assets of De Minimis Value; Adaptive Accounts Receivable.....	7
SECTION 2.	PURCHASE PRICE	8
2.1.	Purchase Price.....	8
2.2.	Payment of Purchase Price.....	8
2.3.	Allocation of Purchase Price; Allocation of Taxes.....	9
2.4.	Transfer Taxes.....	9
2.5.	CBL.....	10
SECTION 3.	CLOSING; CLOSING DELIVERIES.....	10
3.1.	Closing.....	10
3.2.	Adaptive's Obligations.....	10
3.3.	Purchaser's Obligations.....	11
3.4.	Payment of Cure Amounts.....	12
3.5.	Passage of Title; Risk of Loss; Effectiveness.....	12
3.6.	Instruments of Conveyance.....	12
3.7.	Further Assurances.....	12
SECTION 4.	REPRESENTATIONS AND WARRANTIES OF ADAPTIVE.....	13
4.1.	Authority; Binding Nature of Agreements.....	13
4.2.	Non-Contravention; Consents.....	13
4.3.	Title; Condition of Assets; Asset Transfers.....	14
4.4.	Adaptive Intellectual Property.....	14
4.5.	Inventory.....	15
4.6.	Customer Lists.....	15
4.7.	Bankruptcy Filings.....	15
4.8.	Title; Condition of Assets; Asset Transfers.....	15
4.9.	ABL Intellectual Property.....	16

\\P\X\G\38449.1\488QT16.DOC

CA\WINDOWS\TEMPORARY INTERNET FILES\OLK91A2\88QT16.DOC

TABLE OF CONTENTS (Continued)

	Page
4.10. Wages and Benefits	16
SECTION 5. REPRESENTATIONS AND WARRANTIES OF PURCHASER	16
SECTION 6. COVENANTS OF SELLER and PURCHASER	17
6.1. Adaptive's Conduct of the Business Prior to Closing.	17
6.2. Restrictions on Seller's Conduct of the Business Prior to Closing.	17
6.3. Certain Notifications.	18
6.4. Access to Personnel and Information.	19
6.5. Commercially Reasonable Efforts.	19
6.6. Updated Cure Amounts.	19
6.7. Post-Closing Covenants.	20
6.8. Continued Verification and Testing of Software.	20
6.9. No Collusion.	20
6.10. Indemnification Agreement.	21
SECTION 7. CONDITIONS PRECEDENT TO PURCHASER'S OBLIGATION AT THE CLOSING.	21
7.1. Accuracy of Representations.	21
7.2. Performance of Obligations.	21
7.3. Additional Documents.	21
7.4. Court Approvals.	21
7.5. Sale of the ABL Assets to Adaptive.	23
7.6. Employment Agreements.	23
7.7. Waiver of Claims by Employees.	23
7.8. Payment of Wage Claims.	24
7.9. No Adverse Proceedings.	24
7.10. Release of Charges Against the ABL Assets.	24
7.11. Necessary Assumed Contracts.	24
7.12. Transfer of Seller's Investments and Securities.	24
7.13. No Material Changes to the Adaptive Assets (Including the ABL Assets).	24
7.14. Purchaser's Board Approval.	25
7.15. Transfer of Undertakings (Protection of Employment) Regulations 1981.	25
SECTION 8. CONDITIONS PRECEDENT TO SELLER'S OBLIGATION AT THE CLOSING.	25
8.1. Accuracy of Representation.	25

TABLE OF CONTENTS (Continued)

	Page
8.2. Performance of Obligations.....	26
8.3. Court Approval.....	26
8.4. No Adverse Proceedings.....	26
SECTION 9. ESCROW DEPOSIT; TERMINATION.....	26
9.1. Escrow Deposit.....	26
9.2. Termination.....	28
9.3. Effect of Termination.....	29
SECTION 10. SURVIVAL.....	29
SECTION 11. MISCELLANEOUS PROVISIONS.....	29
11.1. Disclaimer.....	29
11.2. Objections by Counter-Parties to Executory Contracts.....	30
11.3. Fees and Expenses.....	30
11.4. Attorneys' Fees.....	30
11.5. Notices.....	30
11.6. Counterparts.....	31
11.7. Governing Law; Venue; Waiver of Jury Trial.....	31
11.8. Successors and Assigns.....	32
11.9. Specific Performance.....	32
11.10. Waiver.....	32
11.11. Amendments.....	32
11.12. Severability.....	32
11.13. Parties in Interest.....	33
11.14. Preparation of this Agreement.....	33
11.15. Entire Agreement.....	33
11.16. Time of the Essence; Further Assurances.....	33
11.17. Plan. 33	

TABLE OF CONTENTS (Continued)

Page

SCHEDULE 1.1(a)	ADAPTIVE FIXED ASSETS
SCHEDULE 1.1(d)	ASSUMED CONTRACTS
SCHEDULE 1.1(f)	ADAPTIVE INTELLECTUAL PROPERTY
SCHEDULE 1.1(g)	THIRD PARTY INVESTMENTS
SCHEDULE 1.1(h)	ADAPTIVE INVENTORY
SCHEDULE 1.1(i)	PRE-PAID DEPOSITS
SCHEDULE 1.1(k)	GENERAL INTANGIBLES
SCHEDULE 1.1(m)	ALL OTHER ADAPTIVE ASSETS, PROPERTIES AND RIGHTS
SCHEDULE 1.1(n)(i)	ABL FIXED ASSETS
SCHEDULE 1.1(n)(iii)	ABL ASSUMED CONTRACTS
SCHEDULE 1.1(n)(v)	ABL INTELLECTUAL PROPERTY
SCHEDULE 1.1(n)(vi)	ALL OTHER ABL ASSETS, PROPERTIES AND RIGHTS
SCHEDULE 1.2(q)	ALL OTHER EXCLUDED ASSETS, PROPERTIES AND RIGHTS
SCHEDULE 1.3	ASSUMED CONTRACTS AND CURE AMOUNTS
SCHEDULE 2.2(b)	NECESSARY ASSUMED CONTRACTS; ADAPTIVE LICENSE CONTRACTS AND ADAPTIVE LICENSE FEE AMOUNTS
SCHEDULE 2.3	ALLOCATION OF PURCHASE PRICE
SCHEDULE 3.2(n)	TERMINATION OF CERTAIN AGREEMENTS
SCHEDULE 4.3	LIENS ON ADAPTIVE ASSETS
SCHEDULE 4.8(a)	LIENS ON ABL ASSETS
SCHEDULE 7.6	TWO KEY EMPLOYEES
EXHIBIT A	FORM OF ABL INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT
EXHIBIT B	FORM OF BILL OF SALE
EXHIBIT C	FORM OF INTELLECTUAL PROPERTY BILL OF SALE
EXHIBIT D	FORM OF MUTUAL GENERAL RELEASE
EXHIBIT E	FORM OF ASSUMPTION AGREEMENT
EXHIBIT F-1	FORM OF MOSELEY NON-DISCLOSURE AGREEMENT
EXHIBIT F-2	FORM OF ADAPTIVE NON-DISCLOSURE AGREEMENT
EXHIBIT G	FORM OF ASSET TRANSFER AGREEMENT BY AND AMONG THE ADMINISTRATORS AND ABL ON THE ONE HAND, AND ADAPTIVE ON THE OTHER

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "*Agreement*") is entered into as of September 26, 2001, by and between MOSELEY ASSOCIATES, INC., a California corporation ("*Purchaser*") and ADAPTIVE BROADBAND CORPORATION, a Delaware corporation ("*Adaptive*" or "*Seller*").

PRELIMINARY STATEMENTS

A. Adaptive has filed a voluntary petition (the "*Bankruptcy Petition*") for relief under Chapter 11 of Title 11 of the United States Code, 11 U.S.C. Sections 101, et seq. (the "*Bankruptcy Code*"), in the United States Bankruptcy Court for the Northern District of California (or such other Court having jurisdiction over Adaptive's case under the Bankruptcy Code, the "*Court*");

ADAPTIVE BROADBAND LIMITED, a corporation incorporated in England and Wales and wholly owned subsidiary of Adaptive ("*ABL*") was placed in an administration under which by an order of the High Court of England and Wales on August 23, 2001. Martin Fishman and Roy Bailey both c/o Anderson, P.O. Box 55, 1 Surrey Street, London WC2R 2NT were appointed as joint administrators of ABL (the "*Administrators*"). In connection with this Agreement and to effectuate the transfer of the ABL Assets to Purchaser, Seller, ABL and the Administrators have entered into an agreement, subject to certain conditions precedent, for the Administrators and ABL to sell to Seller, and Seller to purchase from the Administrators and ABL, the ABL Assets (as defined below); *provided* that under no circumstances shall Seller be obligated to pay for the purchase of the ABL Assets other than through the direction of a portion of the Purchase Price (as defined below) as provided herein.

C. Subject to the approval of the Court, Adaptive desires to sell to Purchaser, and Purchaser desires to purchase from Seller, certain of Seller's assets, all upon the terms and subject to the conditions set forth in this Agreement.

STATEMENT OF AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual covenants, agreements, representations and warranties set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Purchaser and Seller, intending to be legally bound, hereby agree as follows:

SECTION 1. PURCHASED ASSETS AND ASSUMED LIABILITIES

1.1. Purchased Assets from Adaptive.

Pursuant to Sections 363 and 365 of the Bankruptcy Code and the Approval Order (as such term is defined in Section 7.4 hereof) and subject to the terms and conditions and in reliance upon the representations and warranties contained in this Agreement, at the Closing (as such

term is defined in Section 3.1 hereof), Adaptive shall sell, transfer and assign to Purchaser, and Purchaser shall purchase and assume from Adaptive, all of Adaptive's right, title and interest in to and under the assets, properties and rights listed in this Section 1.1 as follows, wherever located, free and clear of any and all liens (including but not limited to any and all "liens" as defined in Bankruptcy Code § 101(37)) ("*Liens*"), claims (including but not limited to any and all "claims" as defined in Bankruptcy Code § 101(5) and the Cure Amounts (as such term is defined in Section 1.4 hereof) to be paid by Seller in accordance with Section 1.4 (together, "*Claims*")), mortgages, deeds of trust, guarantees, security agreements, security interests, pledges, options, hypothecations, charges, obligations, rights, restrictions, interests and encumbrances in or with respect to any of the following assets, properties or rights (including without limitation any options or rights to purchase such property and any mechanic's or tax liens or any restrictions, limitations or claims of infringement on the use of any computer program embedded in any portion of the following assets which constitutes goods, as that term is defined in § 9102(44) of the Revised Uniform Commercial Code and any supporting information provided in connection with the goods (collectively, "*Goods*") relating to the program if (i) the program is associated with such goods in such a manner that it customarily is considered part of such goods, or (ii) as the owner of such goods, Adaptive acquired the right to use the program in connection with such goods, whether arising prior to or subsequent to the filing of Adaptive's Chapter 11 petition), whether imposed by agreement, understanding, law, equity or otherwise (together, the "*Other Rights*") (Liens, Claims and Other Rights are defined herein as the "*Encumbrances*"), but excluding the Excluded Assets (as such term is defined in Section 1.3 hereof), (such assets, properties and rights, collectively, the "*Adaptive Assets*"):

(a) All fixed assets, machinery, equipment, development equipment, test equipment, tools, furniture, fixtures, computers, printers, computer disks and other computer storage devices, computer software, supplies, spare and replacement parts (collectively, the "*Adaptive Fixed Assets*"), including, without limitation, those Adaptive Fixed Assets listed on Schedule 1.1(a) hereto;

(b) All customer and supplier lists (collectively, the "*Customers and Suppliers*");

(c) Originals or copies of all books and records, correspondence, files, manuals, drawings, diagrams, computer programs, data and other documentation directly relating to the "AB-Access business" of Adaptive and the Adaptive Subsidiaries (as defined in Section 1.3(a) hereto) (the "*AB-Access Business*"), reasonably required by Purchaser (other than attorney-client privileged materials and files of employees and other books and records not directly related to the assets being sold to Purchaser (collectively, the "*Adaptive Records*");

(d) Subject to Section 2.2 below, all claims and rights under those executory contracts and unexpired leases to which Adaptive or ABCL (as defined below) is a party (as an original party or through assignment made prior to or on the Closing Date (as defined in Section 3.1 hereof)) to the extent such contracts can be assumed and assigned under applicable law, and which Seller and Purchaser have mutually agreed to have Adaptive assume and assign to Purchaser pursuant to Section 365 of the Bankruptcy Code, all of which are listed on Schedule 1.1(d) hereto, *provided, however*, such Schedule may be amended at any time from the date hereof through and including October 1, 2001 by the mutual agreement of the parties to

include or withdraw any executory contract of Adaptive, if prior to October 1, 2001 Schedule G of Adaptive's Bankruptcy Schedules and Statement of Financial Affairs ("*Bankruptcy Schedule G*") is amended to include or exclude executory contracts or unexpired leases (collectively, the "*Assumed Contracts*");

(e) All artwork and other graphic medium used in connection with the manufacture of any of the Adaptive Assets, including but not limited to the AB-Access products;

(f) (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 (including all goodwill, common law rights and governmental or other registrations or applications for registration pertaining thereto), designs, trade dress, brand names, business and product names, Internet domain names, logos and slogans; (iii) all works of authorship, 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, 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, and all media on which any of the foregoing is recorded; (viii) all similar, corresponding or equivalent rights to any of the foregoing; and (ix) all documentation related to any of the foregoing (collectively, the "*Adaptive Intellectual Property*"), including without limitation those listed on Schedule 1.1(f) hereto;

(g) All investments in and securities of Cambridge Broadband Limited ("*CBL*") and Fuzion USA ("*Fuzion*") and Adaptive Broadband Company Limited ("*ABCL*") (in all instances the acquisition of any assets, properties and rights of ABCL as a result of the purchase of the stock of ABCL shall be subject to the Excluded Assets provisions hereunder, to the extent they specifically refer to assets held by Adaptive Subsidiaries and all the right, title and interest to all such Excluded Assets shall vest in Adaptive as of the Closing Date), including any rights to purchase any such securities (collectively, "*Third Party Investments*"), which such Third Party Investments are listed on Schedule 1.1(g) hereto;

(h) Subject to Section 1.6 and Section 6.2(a) hereof, all inventory, including (i) BOM components, (ii) finished goods inventory, (iii) raw materials, (iv) accessories, (v) supplies, and (vi) work in process (collectively, "*Adaptive Inventory*"), including without limitation the Inventory listed on Schedule 1.1(h);

(i) All pre-paid deposits for trade show attendance, equipment leases, memberships, software maintenance and licensing other than security deposits for real estate leases to which Adaptive is a party (collectively, the "*Pre-Paid Deposits*"), including without limitation the Pre-Paid Deposits on Schedule 1.1(i);

(j) All rights of Adaptive under express or implied manufacturer warranties related to any of the Goods or Adaptive Fixed Assets being sold to Purchaser and described in Section 1.1(a) hereof;

(k) All general intangibles of Adaptive, but excluding any tax refunds or reductions, net operating losses, letter of credit rights and payment intangibles (except to the extent listed as a purchased asset on Schedule 1.1(k));

(l) All pre-petition accounts receivable of Adaptive or any of the Adaptive Subsidiaries (except for ABL), including any claims or actions with respect thereto (the "*Adaptive Accounts Receivable*");

(m) All assets, properties or rights listed on Schedule 1.1(m); and

(n) All of Adaptive's right, title and interest in, to and under the assets, properties and rights listed in this Section 1.1(n) and transferred to it by ABL and the Administrators pursuant to the asset transfer agreement by and among Adaptive, ABL and the Administrators, but excluding the Excluded Assets (as such term is defined in Section 1.2 hereof) (such listed assets, properties and rights, collectively, the "*ABL Assets*");

(i) All fixed assets, machinery, equipment, development equipment, test equipment, tools, furniture, fixtures, computers, printers, computer disks and other computer storage devices, computer software, supplies, spare and replacement parts used in prototype development, works in progress and prototypes of ABL (collectively, the "*ABL Fixed Assets*"), including, without limitation, those ABL Fixed Assets listed on Schedule 1.1(n)(i) hereto;

(ii) Originals or copies of all books and records, correspondence, les, manuals, drawings, diagrams, computer programs, data and other documentation directly relating to the AB-Access business, reasonably required by Purchaser (other than attorney-client privileged materials and files of employees and other books and records not directly related to the assets being sold to Purchaser (collectively, the "*ABL Records*");

(iii) All claims and rights under those contracts and leases to which ABL is a party (as an original party or through assignment made prior to the Closing) to the extent such contracts and leases are capable of being assigned under applicable law or equity, and which Seller and Purchaser have mutually agreed to have assigned to Purchaser, all of which are listed on Schedule 1.1(n)(iii) hereto;

(iv) All rights of ABL under express or implied manufacturer warranties related to any of the Goods or ABL Fixed Assets being sold to Adaptive by ABL and described in Section 1.1(n)(i) hereto;

(v) (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 (including all goodwill, common law rights and governmental or other registrations or applications for registration pertaining thereto), designs, trade dress, brand names, business and product names, Internet domain names, logos and slogans; (iii) all works of authorship, 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, 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, and all media on which any of the foregoing is recorded; (viii) all similar, corresponding or equivalent rights to any of the foregoing; and (ix) all documentation related to any of the foregoing (collectively, the "*ABL Intellectual Property*"), including without limitation those listed on Schedule 1.1(n)(v) hereto; and

(vi) All assets, properties or rights listed on Schedule 1.1(n)(vi).

1.2. Excluded Assets.

Notwithstanding anything contained in this Agreement to the contrary, the following assets, properties and rights will not be included in the Adaptive Assets (the "*Excluded Assets*"):

(a) Adaptive's equity interests or investments in third parties, including its wholly-owned subsidiaries, Adaptive Broadband Foreign Sales Corporation, a Barbados, West Indies corporation and ABL (together with ABCL, collectively, the "*Adaptive Subsidiaries*"), but excluding CBL, Fuzion and ABCL;

(b) All avoidance actions against entities other than Purchaser, including under Sections 542-544 and 547-551 of the Bankruptcy Code and any amounts or other property received or receivable in any such actions;

(c) All executory contracts and unexpired leases of Adaptive not being assumed and assigned to Purchaser;

(d) All accounts, deposit accounts, security deposits, cash, investment securities or other cash equivalents held by Adaptive, the Adaptive Subsidiaries or third parties on behalf of Adaptive or the Adaptive Subsidiaries or in which Adaptive or the Adaptive

Subsidiaries claim an interest, including any and all amounts held on behalf of deferred compensation or similar plans (except for the Pre-Paid Deposits listed in Section 1.1(i) hereof);

(e) All intercompany receivables and intercompany claims between Adaptive and any of the Adaptive Subsidiaries and amongst any of the Adaptive Subsidiaries;

(f) All insurance policies, insurance claims or insurance proceeds;

(g) All attorney-client privileged materials; files of employees; and other books and records, correspondence, files and computer programs and data not directly related to the Adaptive Assets (including the ABL Assets) being sold to Purchaser;

(h) All claims against Adaptive's and the Adaptive Subsidiaries' officers and directors including claims under directors' and officers' liability insurance;

(i) All tort claims against third parties, except those directly relating to (i) the Adaptive Accounts Receivable, or (ii) the Adaptive Intellectual Property and the ABL Intellectual Property such as any claims of infringement of the Adaptive Intellectual Property and the ABL Intellectual Property;

(j) All contract claims against third parties (except those claims relating to (i) the Adaptive Accounts Receivable or (ii) the Adaptive Intellectual Property or the ABL Intellectual Property);

(k) All office supplies, equipment, furniture, fixtures, leasehold improvements, electronic and computer equipment required by Adaptive's employees in the principal U.S. office of Adaptive to continue to complete the Chapter 11 process;

(l) Such other assets as Purchaser shall expressly elect not to acquire, which such election must be made prior to the Closing Date;

(m) All license fees and prepaid amounts collected as of the Closing Date for goods, services and the Adaptive Intellectual Property on the Assumed Contracts (as defined in Section 1.1(d) hereto);

(n) All tax refunds or reductions, net operating losses, letter of credit rights and payment intangibles (except to the extent included in Section 1.1(m) hereto);

(o) All intellectual property licenses of Adaptive or ABL to the extent determined by the Court that such licenses are nontransferable;

(p) All "employee benefit plans" (as such term is defined by Section 3(3) of the Employee Retirement Security Act of 1974, as amended ("ERISA")), "employee pension benefit plans" (as such term is defined by Section 3(2) of ERISA) and all other pension, profit sharing or cash or deferred compensation plans and trusts and assets thereof and any other employee benefit plan or arrangement thereof, if any, maintained by Adaptive, ABL or any of the other Adaptive Subsidiaries or any third party on behalf of Adaptive, ABL or the other Adaptive Subsidiaries; and

(q) All assets, properties or rights listed on Schedule 1.2(q).

1.3. Assumed Liabilities.

As of the Closing, Seller shall assume and assign to Purchaser all Assumed Contracts. Seller shall pay any undertakings (payment and/or performance) necessary to cure defaults under such Assumed Contracts, as set forth on Schedule 1.3 (the "Cure Amounts") (provided, however, subject to Section 2.2(c) hereof, Purchaser shall remit to Seller all amounts necessary to pay the Cure Amounts excluding the Basket Cure Amount as additional consideration to Seller at the Closing. Thereafter in due course Purchaser shall pay and fully satisfy all liabilities and obligations of Adaptive associated with the Assumed Contracts arising after the Closing Date (the "Assumed Liabilities"). Except as set forth herein, Purchaser has not agreed to pay, shall not be required to assume, and shall have no liability or obligation with respect to, any liability or obligation, direct or indirect, absolute or contingent, of Adaptive, including any liabilities or obligations associated with the Assumed Contracts arising on or before the Closing Date.

1.4. Abandonment of Certain Assets.

Adaptive and Purchaser recognize that Seller and ABL, in vacating facilities in New York, Massachusetts, Texas, California, and the United Kingdom, may have, or potentially may abandon, office equipment, furniture, fixtures, and/or leasehold improvements. Adaptive will abandon or have abandoned these in good faith, with the assumption that these assets were of inconsequential value to Adaptive.

1.5. Adaptive Assets Held by Third Parties; Seller's Assets of De Minimis Value; Adaptive Accounts Receivable.

With respect to the raw materials, test fixtures, ICT equipment, board level test equipment and other test equipment and software (constituting a portion of the Adaptive Assets) in the possession or control of third parties such as Solelectron, Adaptive shall be required to deliver such items to Purchaser on the Closing Date or as soon thereafter as is practicable. With respect to fixed assets (constituting a portion of the Adaptive Assets) that have minimal or no value to Purchaser, Purchaser and Seller shall cooperate in deciding whether such fixed assets should be excluded from the assets being sold to Purchaser under this Agreement.

With respect to the Adaptive Accounts Receivable, the parties recognize that the obligors of such accounts receivable have asserted, or may assert, claims against Adaptive relating to such Adaptive Accounts Receivable. From the date of this Agreement through and including the Closing Date, the parties shall work in good faith to determine whether the accounts receivable payable by Fuzion and any accounts receivable payable pursuant to any to-be Assumed Contracts which the parties determine should be removed and not assumed by Purchaser, should be excluded as Adaptive Accounts Receivable and instead remain assets of Adaptive's bankruptcy estate. With respect to the Adaptive Account Receivable against Fuzion, if Purchaser reaches any settlement or compromise with Fuzion, such settlement shall contain, as a condition precedent to such settlement, a requirement that Fuzion withdraw and waive any claim it has asserted, or may have, against Adaptive and its bankruptcy estate. From the date of this Agreement through the Closing, Adaptive shall not enter into any compromises or settlements

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the date first written above

MOSELEY ASSOCIATES, INC.

By:

Jamal Hamdani
President and Chief Executive Officer

ADAPTIVE BROADBAND CORPORATION

By

Daniel Scharre
Chief Executive Officer

[SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT]

BDL103\KCS101408.14(0007201.DOC)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the date first written above.

MOSELEY ASSOCIATES, INC.

By:

Jamal Hamdani
President and Chief Executive Officer

ADAPTIVE BROADBAND CORPORATION

By:

Daniel Scharre
Chief Executive Officer

[SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT]

\\BULLSTV\KG\Users\j\subq716.DOC