Electronic Version v1.1

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SUBMISSION TYPE:			NEW ASSIGNMENT			
NATURE OF CONVEYANCE:			ASSIGNMENT			
EFFECTIVE DATE:			12/23/2003			
CONVEYING PARTY	DATA					
Ν			ame	Execution Date		
Intel Corporation				12/23/2003]	
RECEIVING PARTY DATA						
Name:	Telsima Corporation					
Street Address:	3945 Freedom Circle					
Internal Address:	Suite 700					
City:	Santa Clara					
State/Country:	CALIFORNIA					
Postal Code:	95054					
PROPERTY NUMBER	RS Total: 1				6618313	
Property Type			Number			
Patent Number: 66		66183				
CORRESPONDENCE DATA						
Fax Number: (650)233-4545					н Ц	
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.						
Phone: 650-233-4510						
	650-233	5-4510			11	
Email:	jkeeley(@pillsbu	irywinthrop.com			
Correspondent Name	jkeeley(DAVID∣	@pillsbu H. JAFF	ER/ REG. NO. 32,243			
Correspondent Name: Address Line 1:	jkeeley(DAVID 2475 H/	@pillsbu H. JAFF ANOVE	ER/ REG. NO. 32,243 R STREET			
Correspondent Name:	jkeeley⊚ : DAVID I 2475 H/ PILLSB	@pillsbu H. JAFF ANOVE SURY W	ER/ REG. NO. 32,243			
Correspondent Name: Address Line 1: Address Line 2:	jkeeley(DAVID 2475 H/ PILLSB PALO A	@pillsbu H. JAFF ANOVE SURY W	ER/ REG. NO. 32,243 R STREET INTHROP LLP			

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INTELLECTUAL PROPERTY AGREEMENT

BETWEEN

TELSIMA, INC.

AND INTEL CORPORATION

This Intellectual Property Agreement ("Agreement") is entered into as of December 23, 2003 ("Effective Date") by and between Telsima Corporation, a Delaware corporation, having an office at 3945 Freedom Circle, Suite 770, Santa Clara, CA 95054 ("Telsima"), and Intel Corporation, a Delaware corporation, having an office at 2200 Mission College Blvd., Santa Clara, California 95052, U.S.A. ("Intel").

WHEREAS, Intel and Telsima have entered into an Stock Purchase Agreement dated December 23, 2003 (the "Stock Purchase Agreement") pursuant to which Telsima is purchasing Vxtel, Inc., a wholly owned subsidiary of Intel; and

WHEREAS, Intel owns certain valuable intellectual property relevant to Vxtel, Inc.; and

WHEREAS, Intel and Telsima wish to enter into an intellectual property license agreement with respect to certain of such intellectual property in a certain products;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND PREMISES CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS

1.1 "Intel Transferred Patent" shall mean only U.S. Patent No. 6,618,313.

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REDACTED

3. ASSIGNED RIGHTS.

3.1 <u>Assignment of Intel Transferred Patent.</u> Subject to perpetual, worldwide, nonexclusive, royalty-free, fully-paid, irrevocable, sublicensable, retained license rights, under the Intel Transferred Patent, for Intel and its Subsidiaries, to make, have made, use, sell, offer for sale, and import products and/or methods covered by any claims of the Intel Transferred Patent in any field of use, Intel hereby agrees to assign to Telsima the Intel Transferred Patent pursuant to an operative transfer provision in either the Stock Purchase Agreement or in an instrument of assignment attached thereto that conforms and is subject to relevant terms and conditions of this Agreement.

> REDACTED remainder of page 8 Through page 15

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WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date below written.

INTEL CORPORATION	Company
By: Kan in m	Ву:
Ravi Jacob	
Printed Name	Printed Name
Vice President and Assistant Treasurer Title	Title
	Date

WITNESS WHERE)F, the parties hereto have caused this Agreement to be duly executed on the date below written.

INTEL CORPORATION

Company

By:

<u>Ravi Jacob</u> Printed Name

By: 21/2

Vice President and Assistant Treasurer Title

Sof Chief Title <u>23</u> Date

λ.

Date

REMAINDER REDACTED Through page 26

RECORDED: 11/29/2004