

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Vectrad Networks Corporation	12/17/2004
RECEIVING PARTY DATA	
Name:	Adaptix, Inc.
Street Address:	605 - 5th Avenue S.
Internal Address:	Suite 800
City:	Seattle
State/Country:	WASHINGTON
Postal Code:	98104
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	09851408
CORRESPONDENCE DATA	
Fax Number:	(214)855-8200
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	214-855-8000
Email:	rhester@fulbright.com
Correspondent Name:	Fulbright & Jaworski L.L.P.
Address Line 1:	2200 Ross Avenue
Address Line 2:	Suite 2800
Address Line 4:	Dallas, TEXAS 75201
NAME OF SUBMITTER:	Rosemary Hester
Total Attachments: 12 source=09851408#page1.tif source=09851408#page2.tif source=09851408#page3.tif source=09851408#page4.tif	

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PATENT ASSIGNMENT

This PATENT ASSIGNMENT is dated as of December 17, 2004 and is made from Vectrad Networks Corporation, a Washington corporation ("Assignor") on the one hand, to Adaptix, Inc., a Delaware corporation ("Assignee") on the other hand.

RECITALS

WHEREAS, Assignor is the owner of all right, title and interest in certain patents and applications therefor as identified on Schedule 1 attached hereto (the "Patents"); and

WHEREAS, Assignee wishes to acquire from Assignor, and Assignor wishes to transfer to Assignee, all right, title and interest in, to and under the Patents;

NOW, THEREFORE, for good and valuable consideration, including a cash payment of \$5,000 delivered herewith, the receipt and sufficiency of which is hereby acknowledged by Assignor:

1. Assignor hereby conveys, assigns, quitclaims, transfers and delivers to Assignee, its successors and assigns, all right, title and interest throughout the world in, to and under the Patents, and the underlying inventions described therein and any United States or foreign reissues, divisions, renewals, extensions, provisionals, continuations and continuations-in-part thereof, and substitutes therefor, and all letters patent of the United States which have been or may be granted thereon and all foreign counterparts thereof, together with the right to sue and recover damages for future or past infringements of the Patents and to fully and entirely stand in the place of Assignor in all matters related thereto. The Patents purchased hereby are free and clear of any liens, claims, encumbrances, or interests pursuant to 11 U.S.C. 363, including any third party liability claims that may relate to or arise from the Patents,

2. Assignor confirms with its signature below that it has received an order of the Bankruptcy Court authorizing the sale and assignment to Assignee pursuant to the terms hereof after necessary notice to creditors and other parties-in-interest of Vectrad. The final form of order is attached hereto as Exhibit A.

3. Assignor agrees to take such further reasonable action requested by Assignee to carry out and fulfill the purposes and intent of this Patent Assignment; provided that these actions do not burden Assignor with any expense.


4. Assignor hereby requests the Commissioner of Patents and Trademarks (the "Commissioner") to record this Patent Assignment to Assignee. Assignor hereby further requests the Commissioner to issue any and all letters patent of the United States resulting from applications on any Patents or derived from the Patents to Assignee as assignee of the entire interest. Assignor hereby warrants and covenants that, subject to Bankruptcy Court approval, it has full right to convey the entire interest herein assigned, and further that Assignor will not execute any agreements inconsistent herewith.

Subject to the foregoing, the assignment of the Patents pursuant to this Patent Assignment is "as is where is" without warranty of any kind. The document may be executed in one or more counterparts, each of which shall be deemed an original, and such counterparts shall together constitute one and the same agreement, binding upon the parties hereto.

IN WITNESS WHEREOF, the parties have executed, made and entered into this Patent Assignment under seal as of the date first set forth above.

ASSIGNOR:

VECTRAD NETWORKS CORPORATION, a Washington corporation

By: 

Name: Robert D. Steinberg

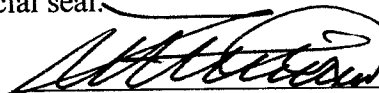
Title: Chapter 7 Bankruptcy Trustee for Vectrad Networks Corporation

THE STATE OF WASHINGTON

County of King

This instrument was executed before me on this 15th day of December, 2004 by Robert D. Steinberg, the Chapter 7 Bankruptcy Trustee of Vectrad Networks Corporation, a Washington corporation, on behalf of said corporation.

WITNESS my hand and official seal.



Notary Public in and for
The State of Washington

Timothy W. Dore
Printed or Typed Name of Notary

My Commission Expires 7-17-08



ASSIGNEE:

ADAPTIX, INC., a Delaware corporation

By: _____

Name: Lixue Zhang

Title: VP Finance

THE STATE OF WASHINGTON

County of King

This instrument was executed before me on this 17 day of December, 2004 by Lixue Zhang, the VP Finance of Adaptix, Inc., a Washington corporation, on behalf of said corporation.

WITNESS my hand and official seal.

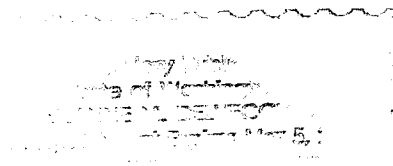
Suzanne M. DeLoe

Notary Public in and for
The State of Washington

Suzanne M. DeLoe

Printed or Typed Name of Notary

My Commission Expires 31/5/2005



SCHEDULE 1

PATENTS ASSIGNMENT

[Attach most current schedule of Patents]

[SCHEDULE 1 TO PATENT ASSIGNMENT]

REDACTED

EXHIBIT A
TO PATENT ASSIGNMENT

[Insert Bankruptcy Order]

[EXHIBIT A TO PATENT ASSIGNMENT]

Judge: The Honorable Thomas T. Glover
Chapter: 7
Hearing Location: Seattle, Room 7106
Hearing Date: December 17, 2004
Hearing Time: 9:30 a.m.
Response Date: December 13, 2004

IN THE UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

In Re:

VECTRAD NETWORKS CORPORATION,
Debtor.

BANKRUPTCY NO. 03-21756

**ORDER APPROVING SALE OF
PATENT ASSETS FREE AND
CLEAR OF ALL LIENS, INTERESTS
AND ENCUMBRANCES**

THIS MATTER having come before the Court on the Trustee's Motion for Authority to Sell Patent Assets Free and Clear of All Liens, Interests and Encumbrances ("Motion"); the Court finding that notice and an opportunity for a hearing were fair and adequate and in compliance with the Bankruptcy Code and Rules; the Court finding that no objections or responses to the Motion were filed with the Court or received by the undersigned attorneys for the Trustee; the Court finding that the Trustee's proposed sale of the patents and patent applications identified on the attached Exhibit A (collectively, "Patent Assets") to Adaptix, Inc. for \$5,000 free and clear of all liens, interests and encumbrances is fair, reasonable and in the best interest of the estate; and the Court otherwise being fully advised; now, therefore, it is hereby:

ORDERED, ADJUDGED AND DECREED that the Trustee is authorized under 11 U.S.C. § 363(b) to sell the Patent Assets to Adaptix, Inc. for \$5,000; and it is further

ORDER APPROVING SALE OF PATENT ASSETS FREE
AND CLEAR OF ALL LIENS, INTERESTS AND
ENCUMBRANCES - 1
400431.01

Ryan, Swanson & Cleveland, PLLC

1201 Third Avenue, Suite 3400
Seattle, Washington 98101-3034
phone 206.464.4224 | fax 206.621.7568

1 ORDERED, ADJUDGED AND DECREED that pursuant to 11 U.S.C. § 363(f), the
2 Trustee's sale of the Patent Assets shall be free and clear of all liens, interests and
3 encumbrances including any third party liability claims, with any such liens, interests or
4 encumbrances attaching to the sale proceeds; and it is further

5 ORDERED, ADJUDGED AND DECREED that the Trustee is authorized to execute
6 any document reasonable or necessary to effectuate the sale of the Patent Assets including the
7 Patent Assignment attached to the Motion; and it is further

8 ORDERED, ADJUDGED AND DECREED that the automatic stay of Federal Rule of
9 Bankruptcy Procedure 6004(g) is waived and does not apply to this Order.

10 DONE this __15__ day of December, 2004.

11 

12 THE HONORABLE THOMAS T. GLOVER
13 UNITED STATES BANKRUPTCY JUDGE

14 Presented by:

15 RYAN, SWANSON & CLEVELAND, PLLC

16 By /s/ Timothy W. Dore
17 Timothy W. Dore, WSBA #17131
18 Attorneys for Trustee
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ORDER APPROVING SALE OF PATENT ASSETS FREE
AND CLEAR OF ALL LIENS, INTERESTS AND
ENCUMBRANCES - 2
400431.01

Ryan, Swanson & Cleveland, PLLC

1201 Third Avenue, Suite 3400
Seattle, Washington 98101-3034
phone 206.464.4224 | fax 206.621.7568

ADDENDUM TO PATENT ASSIGNMENT

This Addendum to Patent Assignment dated as of February 10, 2005 between Vectrad Networks Corporation, a Washington corporation ("Assignor") and Adaptix, Inc., a Delaware corporation ("Assignee"), is attached to and hereby made a part of that certain Patent Assignment dated as of December 17, 2004 between Assignor and Assignee.

RECITAL

- A. Assignor and Assignee intended that the Patent Assignment assign to Assignee the entire patent-related intellectual property portfolio held by Assignor, which the parties thought they had listed with Schedule 1 attached thereto. Patent counsel has subsequently noted to the parties that the original Schedule 1 lists all issued patents and pending applications, but that these properties do not make up the entire patent-related intellectual property portfolio. In fact, that portfolio also includes certain patent applications that have been abandoned, and certain disclosures made to Assignor and/or Assignor's counsel by Assignor Personnel that constituted Assignor's inventions, identified in the attached Annex A.
 - B. The parties determined to execute this Addendum to add Annex A to Schedule 1, as part of their "further assurances" agreement to execute additional documents to clarify the effect of, and perfect, the transfer of Assignor's patent-related intellectual property portfolio to Assignee.
- 1. Assignor and Assignee agree that the attached Annex A is, by this reference, incorporated into and made a part of Schedule 1 of the Patent Assignment, such that title to the assets on Annex A transferred to Assignee under the Patent Assignment with the same effect as the assets listed on Schedule 1. This Addendum simply clarifies the scope of the conveyance under the Patent Assignment, supported by the consideration named therein, and requires no additional consideration.
:
 - 2. Except as specifically supplemented and amended hereby, the Patent Assignment shall remain in full force and effect and is hereby ratified and confirmed in all respects. This Addendum may be executed in one or more counterparts, each of which shall be deemed an original, and such counterparts shall constitute a single instrument, binding on Assignor and Assignee. This Addendum shall be governed by and construed in accordance with the laws of the State of Washington.

<SIGNATURES APPEAR ON FOLLOWING PAGES>

ASSIGNOR:

VECTRAD NETWORKS CORPORATION, a Washington corporation

By: 

Name: Robert D. Steinberg

Title: Chapter 7 Bankruptcy Trustee for Vectrad Networks Corporation

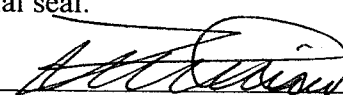
THE STATE OF WASHINGTON

County of King

This instrument was executed before me on this 10th day of February, 2005 by Robert D. Steinberg, the Chapter 7 Bankruptcy Trustee of Vectrad Networks Corporation, a Washington corporation, on behalf of said corporation.

WITNESS my hand and official seal.




Notary Public in and for
The State of Washington

Timothy W. Dare
Printed or Typed Name of Notary

My Commission Expires 7-17-08

ASSIGNEE:

ADAPTIX, INC., a Delaware corporation

By: 

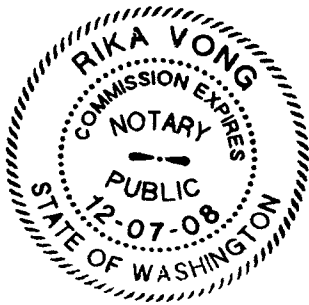
Name: Lee Zhang
Title: VP Finance

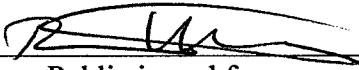
THE STATE OF WASHINGTON

County of King

This instrument was executed before me on this 11th day of March, 2005 by
Lee Zhang, the VP Finance of Adaptix, Inc., a Delaware corporation,
on behalf of said corporation.

WITNESS my hand and official seal.




Notary Public in and for
The State of Washington

Rika Vong
Printed or Typed Name of Notary

My Commission Expires December 7, 2008

Abandoned Vectrad Patent Applications				
Patent ID #	PATENT TITLE	INVENTOR(S)	Filing Date	STATUS
Vectrad P003US – 10102074	System and Method for Adapting RF Transmissions to Mitigate the Effects of Certain Interferences	Jerry Prismantas & Bruce C. Rothaar	4/18/01	Abandoned 12/17/03 Application FILED 4/18/01 Serial No.: 09/837,476
Vectrad P003WO – Matter No. Requested	System and Method for Adapting RF Transmissions to Mitigate the Effects of Certain Interferences	Jerry Prismantas & Bruce C. Rothaar	4/17/02	Abandoned 10/18/03 PCT Demand for Examination Filed 11/15/02 PCT Request FILED 4/17/02

Unfiled Vectrad Patent Applications				
Patent ID #	PATENT TITLE	INVENTOR(S)	Filing Date	STATUS
Vectrad P007US – 10102078	Wireless Extensions for Adaptation of Wire-Line Protocols			Application partially drafted. (Fourth to be Filed)
Vectrad P009US – 10102079	Loop B.E.R. Test for Non-Symmetrical Data Transmissions	David Randall		First rough draft of Application completed, Drawings complete (Third to be Filed)
Vectrad P011US – 10107419	Mounting Bracket for Subscriber Station	Richard Shields		First Draft of Application near Completion. (Next to be Filed)
Vectrad P012US – 10107417	Self Initiation Sequence for Subscriber Station			May require Supplemental Patent Application Disclosure to Attorney.(Second to be Filed)
Vectrad P014US – 10107416	BWIF System with Improved FEC	Peter Castagna Bruce C. Rothaar		Patent Application Disclosure to Attorney taken 8/6/01
Vectrad P015US – 10107412	Burst Pattern Replacement in Interleaved Wireless Signal	Peter Castagna		Patent Application Disclosure to Attorney taken 8/6/01
Vectrad P016US – 10107414	Distributed Channel Allocation in a Fixed Wireless System	Craig O'Connell Heinz Lycklama		Patent Application Disclosure to Attorney to be Scheduled.
Vectrad P017US – 10107415	Distributed Multiple Base Station Traffic Coordination and Timing Control	Craig O'Connell Heinz Lycklama		Patent Application Disclosure to Attorney to be Scheduled.

ADDENDUM TO PATENT ASSIGNMENT – ANNEX A