

Form PTO-1595 (Rev. 09/04)
OMB No. 0651-0027 (exp. 6/30/2005)U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office**RECORDATION FORM COVER SHEET
PATENTS ONLY**

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):(1) Nicolas Forbes
(2) Junior Powell
(3) Jeremy Rowe

(1) 01/19/05 (2) 01/19/05

Execution Date(s) (3) 01/19/05

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No**3. Nature of conveyance:**

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)Name: Airspan Networks, Inc.

Internal Address: _____

Street Address: 777 Yamato Road, Suite 105City: Boca RatonState: FLCountry: US Zip: 33321Additional name(s) & address(es) attached? ☒ Yes ☐ No**4. Application or patent number(s):**☐ This document is being filed together with a new application.

A. Patent Application No (s)

11/039,353

B. Patent No (s)

Additional numbers attached? ☐ Yes ☒ No**5. Name and address to whom correspondence concerning document should be mailed:**Name: Mark A. Haynes

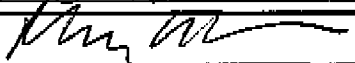
Internal Address: _____

Street Address: Haynes Beffel & Wolfeld LLP

P.O. BOX 366

City: HALF MOON BAYState: CA Zip: 94019Phone Number: (650) 712-0340Fax Number: (650) 712-0263Email Address: mhaynes@hmbay.com**6. Total number of applications and patents involved:**1**7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00**

- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☒ Enclosed
☐ None required (government interest not affecting title)

8. Payment Informationa. Credit Card Last 4 Numbers 7129
Expiration Date 08/06b. Deposit Account Number 50-0869 ASPN1008-2Authorized User Name Mark A. Haynes**9. Signature:**

Signature

21 April 2005

Date

Mark A. Haynes

Name of Person Signing

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

4Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, VA 22313-1450

700173163

PATENT
REEL: 016136 FRAME: 0114

OP \$40.00 11039363

RECORDATION COVER SHEET CONTINUED

Continuation of 2.

Name and address of receiving parties:

Airspan Communications Limited
Cambridge House, Oxford Road
Uxbridge, Middlesex
UNITED KINGDOM UB8 1UN

Ref: B75126-UK

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ACKNOWLEDGEMENT by an Employee of the Right to apply for a Patent and AN ASSIGNMENT made on 19 January 2005 BETWEEN

Nicolas John David FORBES, of British/Canadian nationality, of 55 The Henrys, Thatcham, Berkshire, RG18 4LS, United Kingdom (hereinafter referred to as "Inventor") of the first part;

Junior Carlos POWELL, of British Nationality, of 191B Halfway Street, Sidcup, Kent, DA15 8DE, United Kingdom (hereinafter referred to as "Inventor") of the second part;

Jeremy Mark Tarrant ROWE, of British Nationality, of 25 Badgers Way, Marlow, Bucks, SL7 3QU, United Kingdom (hereinafter referred to as "Inventor") of the third part.

AIRSPAN COMMUNICATIONS LIMITED, a UNITED KINGDOM company, having a place of business at Cambridge House, Oxford Road, Uxbridge, Middlesex UB8 1UN, UNITED KINGDOM (hereinafter referred to as "Employer Company") of the third part; AND

AIRSPAN NETWORKS INC., a Corporation of the State of Washington, United States of America, having a place of business at 777 Yamato Road, Suite 105, Boca Raton, Florida 33321, UNITED STATES OF AMERICA (hereinafter referred to as "Parent Company") of the fourth part.

WHEREAS :-

(A) Each undersigned Inventor claims jointly with the other undersigned Inventor(s) to have made the Invention described in the Schedule (hereinafter referred to as "the Invention") jointly with the other inventor(s) identified in the Schedule below;

(B) The Invention has been made by the undersigned Inventors during the period of their employment with the Employer Company and in the course of their normal duties with the Employer Company and by virtue of the terms of their employment with the Employer Company and of the provisions of the UK Patents Act 1977 the Invention is to be taken as between the Employer Company and the undersigned Inventors to belong to the Employer Company;

(C) The Employer Company agrees to assign the Invention and the right to apply for a patent or patents relating to the said Invention to the Parent Company together with all rights title and beneficial interest in and arising therefrom.

NOW THIS AGREEMENT WITNESSES as follows:-

1. Each undersigned Inventor HEREBY ACKNOWLEDGES that the Invention and all rights therein including the right to apply for a patent or patents relating to the Invention belong to the Employer Company, and pursuant thereto HEREBY ASSIGNS TO AND CONFIRMS the vesting in the Employer Company of:

(a) the whole of the property in the Invention throughout the world and any protection obtained at any time therefor and all rights title and interest which the undersigned Inventor may have or have been entitled to therein including all rights to bring proceedings for infringement thereof together with the full and exclusive benefit thereof; and

(b) the right to apply for and obtain or to enable others to apply for and obtain a patent or patents or any other form of protection in respect of the Invention both in the United Kingdom and throughout the world.

2. In pursuance of the agreement referred to in Recital (C) and IN CONSIDERATION of the sum of TWENTY FIVE POUNDS STERLING, receipt of which is hereby confirmed, the Employer Company hereby assigns to the Parent Company all its rights in the Invention including the right to apply for a patent or patents and to exploit the Invention or any patent or other protection obtained in respect thereof TO HOLD the same unto the Parent Company absolutely.

3. Each undersigned Inventor hereby undertakes to the Parent Company that he/she will at the expense of the Parent Company execute all documents and do all such acts and things as the Parent Company may in its absolute discretion consider necessary or desirable to enable Letters Patent or any form of protection to be issued in respect of the Invention in any part or parts of the world and to vest the same in the name of the Parent Company.

PATENT
REEL 016436 FRAME: 0116

Ref: B75126-UK

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- (a) that he/she has not assigned or agreed to assign to any person firm or company or otherwise encumbered the Invention or any other part of the rights therein and thereto;
- (b) that he/she has not disclosed and will not disclose the Invention to any person firm or company other than the Employer Company or the Parent Company except as directed by the Employer Company or the Parent Company;
- (c) that he/she will give to the Employer Company or the Parent Company all information in his/her possession or in his/her power relating to the Invention and the method of employing or using the same as the Employer Company or the Parent Company shall require;
- (d) that he/she knows of no reason why a valid patent or valid patents relating to the Invention should not be granted either to himself/herself or to his/her successors in title.

5. IT IS HEREBY CERTIFIED that the transaction effected by this instrument does not form part of a larger transaction or series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds Sixty Thousand Pounds Sterling (£60,000).

IN WITNESS thereof the parties have duly executed this document on the date first written above

SCHEDULE

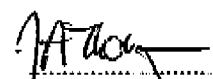
The invention is as described in US Patent Application No. 11/039,353 (Docket Number B75126-US)

SIGNED by the Inventor:

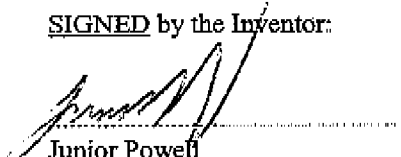
Witness



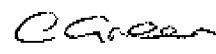
Nicolas Forbes


J.A. THOMSON, THE BATHY, ELCOE PARK,
NEWBURY, RG20 8NJ. SOFTWARE
Witness ENGINEER.

SIGNED by the Inventor:

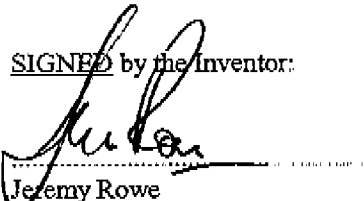


Junior Powell



17 Tennyson Road, Woodley
Berkshire RG5 3RH
Executive Assistant.

Witness

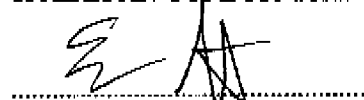
SIGNED by the Inventor:

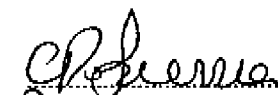


Jeremy Rowe


T. WATERS,
2 Grenadier Ct, Park Rd
Staines. P.A.
Witness

SIGNED for and on behalf
of AIRSPAN COMMUNICATIONS LIMITED:


ERIC DONALD STONESTROM
PRESIDENT & CEO
AIRSPAN COMMUNICATIONS LIMITED


C.P. Guervana
Office Admin.

SIGNED for and on behalf
of AIRSPAN COMMUNICATIONS LIMITED
RECORDED 04/22/2005

PATENT Witness
REEL: 016136 FRAME: 0117