

05-23-2005

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office



103008894

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):**

KatanaMe, Inc.

Execution Date(s) April 27, 2005

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

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

Name: Skipper Wireless Inc.

Internal Address: \_\_\_\_\_

Street Address: 2-6-1 Nishi Shinjuku

City: Shinjuku, Tokyo, 163-0220

State: \_\_\_\_\_

Country: Japan

Zip: \_\_\_\_\_

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

**3. Nature of conveyance:**

- Assignment  Merger
- Security Agreement  Change of Name
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other \_\_\_\_\_

**4. Application or patent number(s):**

This document is being filed together with a new application.

A. Patent Application No.(s)

10/447,335; 10/631,494; 10/631,493; and 60/403,786

B. Patent No.(s)

Additional numbers attached?  Yes  No

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

Name: Horace H. Ng

Firm Name: McDermott Will & Emery LLP

Street Address: 3150 Porter Drive

City: Palo Alto

State: California Zip: 94304

Phone Number: (650) 813-5000

Fax Number: (650) 813-5100

Email Address: hng@mwe.com

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

4

**7. Total fee (37 CFR 1.21(h) & 3.41) \$ 160.00**

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

**8. Payment Information**

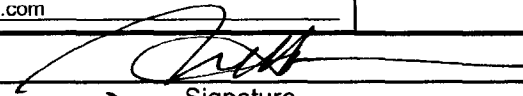
a. Credit Card Last 4 Numbers \_\_\_\_\_

Expiration Date \_\_\_\_\_

b. Deposit Account Number 502203

Authorized User Name \_\_\_\_\_

**9. Signature:**

  
Signature

May 2, 2005  
Date

Horace H. Ng  
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 4

05/20/2005 BYRNE 00000097 502203 10447335  
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Documents 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, V.A. 22313-1450

## ASSIGNMENT OF PATENT RIGHTS

WHEREAS, KATANAME, INC., a corporation organized and existing under the laws of the State of California having a principal place of business at 345 Shoreway Road, San Carlos, CA 94070 (hereinafter called "Assignor") is the owner of certain intellectual property assets, as more specifically identified in Schedule A attached hereto, (hereinafter referred to collectively as "Patent Properties").

WHEREAS, SKIPPER WIRELESS INC., a corporation of Japan having a principal place of business at 2-6-1 Nishi Shinjuku, Shinjuku, Tokyo, 163-0220 Japan, (hereinafter called "Assignee"), is desirous of acquiring the entire right, title and interest for the United States, its territories, dependencies and possessions and in all countries foreign to the United States, including the full right to claim for any such application all benefits and priority rights under an applicable convention, in and to said patents and patent application (and/or patents that may be granted therefrom), and any continuations, divisions, reissues or extensions of the same.

For good and valuable consideration, the receipt of all of which is hereby acknowledged, Assignor has sold, assigned, transferred and set over, and does hereby sell, assign, transfer and set over, unto Assignee, its successors and assigns, the entire right, title and interest for the United States, its territories, dependencies and possessions, in all countries foreign to the United States, including the full right to claim for any possessions and in all countries foreign to the United States, including the full right to claim for any such application all benefits and priority rights under any applicable convention, in and to said Patent Properties (and/or patents that may be granted therefrom), and any divisions, continuations, reissues or extensions thereof; the same to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment and sale not been made, together with all claims for damages by reason of past infringement of said Patent Properties with the right to sue for, and collect the same for its own use and for the use of its successors, assigns and other legal representatives.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States to issue any Letters Patent of the United States, resulting from said Patent Properties when granted, to Assignee.

Assignor hereby further covenants and agrees that, at the request and expense of the Assignee, its successors, legal representatives and assigns, but without demanding further consideration therefor, Assignor will (1) assist in the prosecution of all applications for Letters Patent as herein described and any other applications for Letters Patent that may be made; (2) communicate any and all facts known to it respecting said patents and patent applications; (3) testify in any legal proceeding involving said patents and patent applications; (4) execute and acknowledge all lawful papers and legal instruments; (5) execute all divisional, continuing, reissue and reexamination applications; (6) make all rightful oaths; and (7) generally do any and every lawful act deemed necessary to aid and cooperate with Assignee, its successors, legal representatives and assigns in perfecting and maintaining the entire interest conveyed herein and in obtaining and enforcing proper patent or industrial property protection for the subject matter

of said patents and patent applications in any country, particularly in cases of opposition, interference and litigation.

Assignor also covenants and agrees that the rights and obligations set forth in this instrument shall be binding upon, and inure to the benefit of, Assignor's heirs, legal representatives, successors and assigns.

Assignor hereby covenants that it has full right to convey the interest herein assigned and that it has not executed and will not execute any agreement in conflict herewith.

IN TESTIMONY WHEREOF, Assignor has signed its name on the dates indicated.

By Assignor:

Date: April 27, 2005

A large, stylized handwritten signature in black ink, consisting of several sharp peaks and curves, written over a horizontal line.

Jan Long  
President  
KATANAME, INC.  
345 Shoreway Road  
San Carlos, CA 94070

## SCHEDULE A

- (1) U.S. Provisional Patent Application No. 60/403,786 (filed August 14, 2002) entitled SYSTEM FOR MOBILE BROADBAND NETWORKING USING DYNAMIC QUALITY OF SERVICE PROVISIONING
- (2) U.S. Patent Application No. 10/447,335 (filed May 28, 2003) entitled SYSTEM FOR MOBILE BROADBAND NETWORKING USING DYNAMIC QUALITY OF SERVICE PROVISIONING
- (3) U.S. Patent Application No. 10/631,494 (filed July 31, 2003) entitled METHOD AND SYSTEM FOR PROVIDING AN ACTIVE ROUTING ANTENNA
- (4) U.S. Patent Application No. 10/631,493 (filed July 31, 2003) entitled METHOD AND SYSTEM FOR DETERMINING DIRECTION OF TRANSMISSION USING MULTI-FACET ANTENNA
- (5) International Application No. PCT/US03/23623 (filed July 29, 2003) entitled SYSTEM FOR MOBILE BROADBAND NETWORKING USING DYNAMIC QUALITY OF SERVICE PROVISIONING
- (6) Japanese Patent Application No. 2004-529205 (Based On International Application No. PCT/US03/23623) entitled SYSTEM FOR MOBILE BROADBAND NETWORKING USING DYNAMIC QUALITY OF SERVICE PROVISIONING
- (7) European Patent Application No. 03788287.5 (Based On International Application No. PCT/US03/23623) entitled SYSTEM FOR MOBILE BROADBAND NETWORKING USING DYNAMIC QUALITY OF SERVICE PROVISIONING

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