

**RECORDATION FORM COVER SHEET
PATENTS ONLY**

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

1. Name of conveying party(ies)/Execution Date(s):

Turnstone Systems, Inc.

Execution Date(s) July 25, 2005; August 3, 2005Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No**2. Name and address of receiving party(ies)**Name: WiSpry, Inc.

Internal Address: _____

Street Address: 4001 Weston Parkway, Suite 200City: CaryState: NCCountry: _____ Zip: 27513Additional 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)

10/290,779

B. Patent No.(s)

6,876,047Additional numbers attached? ☐ Yes ☒ No**5. Name and address to whom correspondence concerning document should be mailed:**Name: Jeffrey L. WilsonInternal Address: Jenkins, Wilson & Taylor, P.A.Street Address: Suite 1400, University Tower3100 Tower BoulevardCity: DurhamState: NC Zip: 27707Phone Number: (919) 493-8000Fax Number: (919) 419-0383

Email Address: _____

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 Information

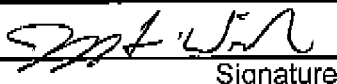
Credit Card

Last 4 Numbers _____

Expiration Date _____

Deposit Account Number 50-0426

Authorized User Name _____

9. Signature:

Signature

9-28-05

Date

Jeffrey L. Wilson
 Name of Person Signing

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

AGREEMENT FOR THE ASSIGNMENT OF INTELLECTUAL PROPERTY

1. Under this agreement for the assignment of intellectual property (the "Agreement"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Turnstone Systems, Inc. ("Transferor"), hereby irrevocably and without reservation conveys, transfers and assigns to WiSpry, Inc., a Delaware corporation ("Transferee"), all of Transferor's right, title and interest in and to (i) the intellectual property described on Exhibit A herein (the "Intellectual Property"), including, without limitation, all of the following that may arise out of the Intellectual Property, to the extent any such rights, properties or information exist now or may exist now or may hereafter come into existence in the United States and foreign jurisdictions: (a) all confidential, proprietary or trade secret rights, patent and patent rights (in whatever name or names issued); (b) all rights in and to any patent applications and patentable teachings, (c) all rights to all copyrighted and copyrightable material; (d) all technical data, know-how, shop practices, plans, drawings, blueprints, specifications and methods of manufacture; and (e) all improvements, modifications, adaptations, revisions, enhancements, additions or changes to any of foregoing; and (ii) all physical MEM wafers, MEMS die, packaged MEMS devices, lithography reticle sets and related design specifications and documentation that are, to Transferor's knowledge, currently in the possession of Transferor or its suppliers (the "MEMs Assets"). Without limiting the foregoing, the Intellectual Property being transferred by Transferor to Transferee hereunder includes, without limitation, any and all intellectual property that is jointly owned by the parties as of the effective date of this Agreement.

2. Transferee agrees to pay Transferor the sum of Forty-five Thousand U.S. Dollars (\$45,000) concurrently with the execution of this Agreement by the parties. The foregoing amount shall be the only cash compensation provided by Transferee to Transferor hereunder. Transferee also agrees to pay all attorney's fees and expenses associated with the assignment of the Intellectual Property to Transferee, such payment to be remitted directly to outside counsel used for such transfer.

3. Transferee hereby grants Transferor, during the term set forth below, an exclusive, personal, non-transferable (except in the case of a change of control or purchase of substantially all of Transferor's assets related to matrix switches), royalty-free license to use the Intellectual Property solely for the following purpose: Transferor's (or its successor's or acquiror's) internal business purposes involving any-by-any matrix switches for 600-ohm telephony/data applications. The foregoing license shall commence on the Effective Date (defined below) and continue until December 31, 2006. Transferor may extend such license for additional one year terms by providing written notice to Transferee, prior to the expiration of the initial term or then-current extension period, of Transferor's intent to extend such term for such additional one-year period; otherwise such license will terminate upon the expiration of the initial term or then-current extension period. The foregoing license may be terminated by Transferee upon written notice if Transferor breaches the terms of such license, and does not cure such breach within thirty (30) days following Transferor's receipt of written notice thereof from Transferee. In the event Transferor or its successor or acquirer wish to use the Intellectual Property for its internal business purpose involving another application other than described above, Transferee agrees that it will license the Intellectual Property on a fair and reasonable basis.

PATENT

REEL: 016844 FRAME: 0324

4. Transferee agrees to assume, at its sole expense, sole responsibility for prosecuting and maintaining all patents that are included within the Intellectual Property being transferred hereunder. Any and all such prosecution and maintenance shall be at Transferee's sole discretion. Upon Transferee's request, Transferor will cooperate with Transferee as necessary and at Transferee's expense, including, without limitation, executing appropriate documents, to enable Transferee to continue the prosecution and maintenance of such patents.

5. Transferor and Transferee each hereby expressly waive, release and discharge any and all rights, claims, actions, demand or damage of any kind or nature that such party may have or may assert against the other party and the other party's parents, subsidiaries, affiliates, agents, consultants, servants, employees, representatives, attorneys and successors and assigns, jointly and individually, in connection with the business relationship and any previous agreement between the parties, and neither party shall have any further obligation or liability to the other party except as provided hereunder this Agreement. This Agreement is expressly intended to supersede and replace all such previous agreements, and any and all such previous agreements are hereby terminated by the parties. The foregoing waiver does not apply to each party's obligations with respect to the other party's confidential information (as set forth in any such previous agreement); such obligations remain in full force and effect, and survive such termination of such previous agreements. The foregoing release shall also serve as a release by both parties of any rights or claims under California Civil Code Section 1542 as well as under any other statute or common law principles of similar effect.

6. Transferor represents, warrants, and covenants to Transferee that except to the extent that Transferee is a joint owner of any Intellectual Property, Transferor is the sole owner of the Intellectual Property and all rights, title and interest thereto. Transferor agrees to indemnify and hold Transferee harmless from and against any costs, expenses, damages, and liabilities suffered or incurred by Transferee arising from or related to Transferor's breach of this Section 6. Except as provided above, Transferee acknowledges that the Intellectual Property and the MEMs Assets are provided "As Is" with no warranties of any kind, and any implied warranties are expressly disclaimed by Transferor. Transferee agrees to indemnify and hold Transferor harmless from and against any costs, expenses, damages and liabilities suffered or incurred by Transferor arising from or related to Transferee's use of the Intellectual Property and the MEMs Assets except to the extent that any such claim would be subject to Transferor's indemnification obligations as set forth herein.

7. Transferor agrees to, at Transferee's expense: (i) cooperate with Transferee or its designee(s), in taking any action which Transferee deems necessary to perfect or enforce Transferee's rights hereunder; and, (ii) execute, when requested, any other documents deemed necessary by Transferee in connection therewith. This includes, but is not limited to, transferring any Letter patents and related documentation to Transferee, and providing Transferee with all MEMs Assets.

8. If Transferor has any rights to the Intellectual Property that cannot be assigned to Transferee, Transferor unconditionally and irrevocably waives the enforcement of such rights, and all claims and causes of action of any kind against Transferee with respect to such rights, and agrees, at Transferee's request and expense, to consent to and join in any action to enforce such rights. If Transferor has any right to the

PATENT

REEL: 016844 FRAME: 0325

Intellectual Property that cannot be assigned to Transferee or waived by Transferor, Transferor unconditionally and irrevocably grants to Transferee during the term of such rights, an exclusive (even as to Transferor), irrevocable, perpetual, worldwide, fully paid and royalty-free license, with rights to sublicense through multiple levels of sublicensees, to reproduce, create derivative works of, distribute, publicly perform and publicly display by all means now known or later developed, such rights.

9. This Agreement and the parties' rights and obligations thereunder shall for all purposes be solely and exclusive governed by, and construed and enforced under, the laws of the State of California, without reference or giving effect to any conflict of laws or other principles which would result in the application of a different body of law.

10. This Agreement, together with Exhibit A which is incorporated by reference herein, constitutes the complete, final and entire agreement between Transferor and Transferee, regarding the subject matter hereof, and all other prior or contemporaneous negotiations, representations, agreements, and understandings are superseded hereby. No agreements altering or supplementing the terms hereof may be made except by means of a written document signed by the duly authorized representatives of the parties. This Agreement may be executed in counterparts and shall be effective for all purposes as of July 15, 2005.

PATENT

REEL: 016844 FRAME: 0326

By having its authorized representative sign below, each party agrees to be bound by the terms of this Agreement:

Transferor: Turnstone Systems, Inc.

By: 

Title: General Counsel

Date: 2/25/05

Transferee: WiSpry, Inc.

By: 

Title: CTO, VP E,

Date: 3 Aug 05

PATENT

REEL: 016844 FRAME: 0327

EXHIBIT A**LIST OF INTELLECTUAL PROPERTY**

All patents, provisional patent applications, US and foreign utility patent applications, divisional applications and continuations related to the following cases:

- a. MEMS Device having Contact and Standoff Bumps and Related Methods, US Utility Application # 10/291107
- b. Method and Apparatus for Minimizing Self-Heating in High Density Interconnects, US Provisional Application # 60/323909
- c. Micro-Scale Interconnect Device with Internal Heat Spreader and Method for Fabricating Same, US Utility Application # 10/291146
- d. MEMS Device Having a Trilayered Beam and Related Methods, US Utility Application # 10/290779
- e. Trilayered Beam MEMS device and Related Methods, US Utility Application # 10/290920
- f. Stepped Electrode, US Utility Application # 10/622664

PATENT**RECORDED: 09/28/2005****REEL: 016844 FRAME: 0328**