



103235630

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):

UTStarcom, Inc.

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

2. Name and address of receiving party(ies)

Name: Fenner Investments, Ltd.

Internal Address: _____

Street Address: _____

600 Goodwin Drive

City: Richardson

State: Texas

Country: United States of America Zip: 75081

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

3. Nature of conveyance/Execution Date(s):

Execution Date(s): March 20, 2006

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

4. Application or patent number(s):

A. Patent Application No. (s)

This document is being filed together with a new application.

B. Patent No. (s)

6,151,320
5,809,264

Additional numbers attached? Yes No

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

Name: Robert M. Chiaviello, Jr.
FULBRIGHT & JAWORSKI L.L.P.

Internal Address: Atty. Dkt. 65885-10313178

Street Address: 2200 Ross Avenue, Suite 2800

City: Dallas

State: TX Zip: 75201-2784

Phone Number: (214) 855-8003

Fax Number: (214) 855-8200

Email Address: rchiaviello@fulbright.com

6. Total number of applications and patents involved:

1 2

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 80.00

- 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 _____
Authorized User Name _____

9. Signature:

Robert M. Chiaviello, Jr.
Signature

3 May 2006
Date

Robert M. Chiaviello, Jr. - 32,461
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 4 5

Recordation Form Cover Sheet

I hereby certify that this correspondence is being deposited with the U.S. Postal Service with sufficient postage as First Class Mail, in an envelope addressed to: MS Assignment Recordation Services, Director of the US Patent and Trademark Office, P.O. Box 1450, Alexandria, VA 22313-1450, on the date shown below.

Dated: May 3, 2006

Signature: Donna Forbit (Donna Forbit)

EXHIBIT B

ASSIGNMENT

WHEREAS, UTStarcom, Inc. (hereinafter referred to as "ASSIGNOR"), a Delaware corporation, with its principal place of business at 1275 Harbor Bay Parkway, Alameda, CA 94502, is the owner by assignment of all right, title and interest in and to the United States patents listed in the attached EXHIBIT 1; and

WHEREAS, Fenner Investments, Ltd. (hereinafter referred to as "ASSIGNEE"), a Texas partnership, with its principal place of business at 600 Goodwin Drive, Richardson, Texas 75081, is desirous of obtaining ASSIGNOR'S right, title and interest in and to said patents identified in the attached EXHIBIT 1.

NOW, THEREFORE, ASSIGNOR hereby sells, assigns and transfers unto ASSIGNEE, its successors and assigns, its entire right, title and interest in and to said patents identified in the attached EXHIBIT 1 as well as any continuation, continuation-in-part, divisional patent application, reissue, reexamination or foreign counterpart arising from said patents. The patents are to be held by ASSIGNEE, for its own use and enjoyment and that of its successors, assigns or other legal representatives, to the end of the term or terms for which said patents are granted or issued, as fully and entirely as would have been held by ASSIGNOR had this assignment and sale not been made, including the right to sue for past infringement and the right to enforce the patents listed in EXHIBIT 1 against infringers who have infringed such patents prior to this assignment.

ASSIGNOR represents and warrants to ASSIGNEE that it has good title to the patents identified in EXHIBIT 1, it is the sole and exclusive owner thereof, and the patents are free and clear of any liens, encumbrances or rights of others.

ASSIGNOR warrants with respect to the patents listed in EXHIBIT 1 that it is not aware of any fact that would render the patents listed in EXHIBIT 1 invalid or unenforceable.

ASSIGNOR retains a license to engage in all conduct that would otherwise be prohibited by 35 U.S.C. § 271 under the assigned patents identified in the attached EXHIBIT 1.

ASSIGNOR covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said patents as may be known and accessible to ASSIGNOR, and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain and enforce said patents throughout the world which may be necessary or desirable to carry out the purpose hereof.

IN WITNESS WHEREOF, I Russell L. Butts, have hereunto set my hand and seal on behalf of said corporation this 20th day of March, 2006.

UTSTARCOM, INC.

By [Signature]

Title General Counsel

THE STATE OF California

COUNTY OF Alameda

BEFORE ME, the undersigned authority, on this day personally appeared Russell L. Boltwood, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 20th day of March, 2006.

Thu-Huong Thi Nguyen

Notary Public in and for the State of California

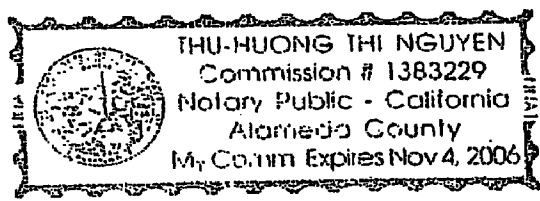


Exhibit 1

1. U.S. Patent No. 6,151,320 (Shim)
Apparatus and Method for Identifying Boundary of Asynchronous Transfer Mode Cell
2. U.S. Patent No. 5,809,264 (Ha)
Interface with Device Having Unusual Access Time and Method Thereof