

10-18-2006



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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies) and execution date(s):

3COM Corp. June 8, 2005

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

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

Name: Spinel Ektronix LLC

Street Address 2215-B Renaissance Drive, Suite 5

City Las Vegas State Nevada ZIP 89119

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

3. Nature of Conveyance:

- ☒ Assignment
☐ Merger
☐ Security Agreement
☐ Change of Name
☐ Other _____

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

A. Patent Application No.(s)

10/654,619 10/430,480 10/430,796 07/909,569 08/073,704

B. Patent No.(s)

6,680,940 6,608,834 6,587,476 5,491,729 5,657,314 5,471,472
5,638,540 5,650,669 6,829,252

Additional numbers attached? ☐ Yes ☒ No

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

Name: B. Noel Kivlin

Internal Address: Meyertons, Hood, Kivlin, Kowert & Goetzel, P.C.

Street Address: P.O. Box 398

City Austin State TX ZIP 78767-0398

6. Total number of applications & patents involved: 14

7. Total fee (37 CFR 3.41):\$ 560

- ☐ Fee authorization form enclosed
☒ Authorized to be charged to deposit account

8. Deposit account number: 501505/5957-49000
(Attach a duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and Signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

B. Noel Kivlin
Name of Person Signing
Reg. No. 33,929

Signature

Date

10-9-06

Total number of pages comprising cover sheet: 1

OMB No. 0651-011 (exp.4/94)

PTO/SB/35 (11-00)

Approved for use through 10/31/2002. OMB 0651-003

10/17/2006 NJAMA1 00000202 501505 10654619

01 FC:8021

(560.00 DA)

ASSIGNMENT OF PATENT RIGHTS

For good and valuable consideration, the receipt of which is hereby acknowledged, **3COM Corp.**, with an office at 350 Campus Drive, Marlboro, MA 01752, ("**Assignor**"), does hereby sell, assign, transfer and convey unto **Spinel Ektronix LLC**, a Nevada limited liability company, having an office at 2215-B Renaissance Drive, Suite 5, Las Vegas, NV 89119 ("**Assignee**") or its designees, all of Assignor's right, title and interest in and to the patent applications and patents listed below, and all reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, and divisions of such patents and applications; provisional patent applications that are or will be continuations or continuations in part of such patents and applications; and foreign counterparts to any of the foregoing including, without limitation utility models (collectively "**Patent Rights**"):

*=patent applications that have been abandoned

6680940	US	5/19/1999	A System For Transporting Ethernet Frames Over Very High Speed Digital Subscriber Lines	Levin, Amit Mann, Eytann Sfadya, Yackov Poddobny, Yuri
10/654,619	US	9/3/2003	A System For Transporting Ethernet Frames Over Very High Speed Digital Subscriber Lines	Levin, Amit Mann, Eytann Sfadya, Yackov Poddobny, Yuri
6608834	US	5/26/1999	System For Encapsulating Ethernet Frames Over Very High Speed Digital Subscriber Lines	Levin, Amit Yaron, Opher Poddobny, Yuri Hurwitz, Alon
10/430,480	US	5/6/2003	System For Encapsulating Ethernet Frames Over Very High Speed Digital Subscriber Lines	Levin, Amit Yaron, Opher Poddobny, Yuri Hurwitz, Alon
6587476	US	5/26/1999	Ethernet Frame Encapsulation Over VDSL Using HDLC	Levin, Amit - NCD Glaser, Ilan - NCD Sfadya, Yackov - NCD Poddobny, Yuri
*10/430.796	US	5/6/2003	Ethernet Frame Encapsulation Over VDSL Using HDLC	Levin, Amit - NCD Glaser, Ilan - NCD Sfadya, Yackov - NCD Poddobny, Yuri

5491729	US	11/14/1994	Digital Phase-Locked Data Recovery Circuit	Co, Ramon S. Kao, Ronald L
*07/909,569	US	7/6/92	Digital Phase-Locked Data Recovery Circuit	Co, Ramon S. Kao, Ronald L
5657314	US	6/26/1995	Network Multiplexer	McClure, R Bruce Lawler, Christopher P. Hill, Shannon Q.
5471472	US	7/30/1991	Network Multiplexer	McClure, R Bruce Lawler, Christopher P. Hill, Shannon Q.
5638540	US	2/2/1995	Portable Computer/Radio Power Management	Aldous, Stephen C.
5650669	US	6/17/1996	Portable Computer/Radio Power Management	Aldous, Stephen C.
*08/073,704	US	6/8/93	Portable Computer/Radio Power Management	Aldous, Stephen C.
6829252	US	8/14/2000	Digital subscriber line access multiplexer for use with ethernet over VDSL transport facility	Levin, Amit Poddobny, Yuri

Assignor represents and warrants that: (i) it is the sole owner, assignee and holder of record title to the Patent Rights identified above, (ii) it has obtained and properly recorded previously executed assignments for all patent applications and patents identified above as necessary to fully perfect its rights and title therein in accordance with governing law and regulations in each respective jurisdiction, and (iii) it has full power and authority to make the present assignment.

Assignor further agrees to and hereby does sell, assign, transfer and convey unto Assignee all of Assignor's rights: (i) in and to causes of action and enforcement rights for the Patent Rights including all rights to pursue damages, injunctive relief and other remedies for past and future infringement of the Patent Rights, and (ii) to apply in any or all countries of the world for patents, certificates of invention or other governmental grants for the Patent Rights as may be permitted by law, including without limitation under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement or understanding. Assignor also hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents or certificates of invention, which may be granted upon any of the Patent Rights in the name of Assignee, as the assignee to the entire interest therein. Notwithstanding the foregoing, Assignee will be responsible for paying any governmental fees for recording the assignment of the Patent Rights.

The terms and conditions of this Assignment shall inure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall be binding upon Assignor, its successor, assigns and other legal representatives.

IN WITNESS WHEREOF this Assignment of Patent Rights is executed at MALDEN, MA
on 8 June 2005.

ASSIGNOR

By: [Signature]
Name: Julie O. Petrini
Title: Vice President, LAW

(Signature MUST be notarized)

Commonwealth of Massachusetts |
County of Middlesex | SS:

Before me personally appeared said Julie O. Petrini and
acknowledged the foregoing instrument to be her free act and
deed this 8th day of June, 2005.

[Signature]

