

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Network Elements, Inc.	12/17/2004
RECEIVING PARTY DATA	
Name:	TriQuint Semiconductor, Inc.
Street Address:	2300 NE Brookwood Parkway
City:	Hillsboro
State/Country:	OREGON
Postal Code:	97124
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11513752
CORRESPONDENCE DATA	
Fax Number:	(503)439-6558
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	503-439-6500
Email:	jflynn@bltg-ip.com
Correspondent Name:	Berkeley Law & Technology Group LLC
Address Line 1:	1700 NW 167th Place
Address Line 4:	Beaverton, OREGON 97006
ATTORNEY DOCKET NUMBER:	012.P53031C
NAME OF SUBMITTER:	Julianne Flynn
Total Attachments: 5 source=Network Elements to TriQuint#page1.tif source=Network Elements to TriQuint#page2.tif source=Network Elements to TriQuint#page3.tif source=Network Elements to TriQuint#page4.tif source=Network Elements to TriQuint#page5.tif	

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BILL OF SALE AND ASSIGNMENT

This Bill of Sale and Assignment, dated as of December 17, 2004 (this "Agreement"), is made between Network Elements, Inc., an Oregon corporation ("NEI"), and TriQuint Semiconductor, Inc., a Delaware corporation ("TriQuint").

RECITALS:

A. NEI has discontinued business operations, filed Articles of Dissolution with the Oregon Corporation Division, and is engaged in the process of completing its dissolution and complete liquidation.

B. NEI owes certain amounts to TriQuint under an Amended and Restated Unsecured Convertible Promissory Note dated November 1, 2003, in the approximate amount of \$8.5 million (the "Note").

C. NEI and TriQuint each desire that NEI settle its outstanding and identifiable trade debts and commercial obligations, and transfer all of its residual assets to TriQuint in full and complete satisfaction of all amounts owed by NEI to TriQuint under the Note, reserving only such Reserves as NEI in its sole judgment (without direction or control or liability to TriQuint for that judgment) has determined are reasonable and prudent both to fairly and appropriately to manage NEI's close down process and to assist TriQuint in its attempt to liquidate the assets herein transferred.

AGREEMENT

In consideration of the covenants set forth herein and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, NEI and TriQuint hereby agree as follows:

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1. **Transfer of Assets Subject to Cash Reserve.** NEI does hereby sell, transfer, convey, assign and deliver to TriQuint as of the date hereof all of NEI's rights, title, and interest in and to ALL of the existing assets of Network Elements, Inc., of whatever kind and description, including without limitation IT infrastructure, engineering equipment, manufacturing equipment, inventory, work in process, contract claims against third parties if any, intellectual property assets (patents, trademarks, copyrights, trade secrets), contract rights to intellectual property, manufacturing information, engineering information, quality control information, customer and supplier information, information concerning the qualifications and expertise and experience of all NEI personnel, bank accounts and bank information, and information concerning marketing and customer interaction.

1.1 **Representation.** NEI represents that none of the assets transferred is unnumbered or subject to any lien or claim of third parties, except as follows: 1) personnel records are subject to confidentiality obligations imposed by Oregon law; 2) customer and supplier records, information, intellectual property and software is subject to confidentiality agreements.

1.2 **Transfer Timing.** To the extent NEI's right, title, and interest in and to the assets is a contract right which cannot be transferred by assignment under its own terms, NEI and TriQuint acknowledge that title to that contract right does not transfer hereby, but that TriQuint's appointment as attorney in fact under paragraph 2 below shall entitle TriQuint, in NEI's place and stead and in its discretion and at its choice, to negotiate and execute any agreement with NEI's contract party for transfer of the necessary contract rights from NEI to TriQuint that TriQuint deems appropriate, providing such negotiation does not cause NEI expense in excess of funds reserved therefore, and remaining available, in the TriQuint Asset Reserve identified below.

1.3 **Reserves.** NEI reserves out of that otherwise complete transfer 1) all remaining cash, and 2) any amounts collected in the future from accounts receivable. The amounts reserved shall be held in two Reserves, the TriQuint Asset Reserve and the Wind Down Reserve, to be used as described below.

2. **Power of Attorney.** NEI hereby constitutes and appoints TriQuint and its successors and assigns as NEI's true and lawful attorney and attorneys (each an "Attorney-in-Fact") with full power of substitution in NEI's name and stead, on behalf of and for the benefit of TriQuint and its successors and assigns, to demand and receive any and all of the Assets transferred or purported to be transferred hereunder and to give receipts and releases for and in respect of any or all of such Assets, and from time to time, to institute and prosecute in NEI's name or otherwise, for the benefit of TriQuint and its successors and assigns, any and all proceedings at law, in equity or otherwise, which such Attorney-in-Fact may deem proper for the collecting or obtaining possession of any of the Assets transferred or purported to be transferred hereunder or for the collection and enforcement of any claim or right of any kind hereby sold, conveyed, assigned, transferred and delivered or purported to be sold, conveyed, assigned, transferred and delivered, hereunder and to do all acts and things in relation to such Assets, claims and rights, NEI hereby declaring that the foregoing powers are coupled with an interest and are and shall be irrevocable by NEI in any and all manner or for any and all reasons

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whatsoever. The Power of Attorney granted in this paragraph does not apply to the Reserves, which shall be used and/or transferred to TriQuint as provided below.

3. **Forgiveness of the Note; Release of Claims.** TriQuint hereby acknowledges and agrees that in exchange for and in consideration of the Assets being transferred to it hereunder: (i) all amounts owed by NEI to TriQuint under the Note immediately preceding the execution of this Agreement are hereby deemed satisfied in full, the Note shall be deemed paid in full and canceled as of the date of this Agreement, and NEI shall owe no further obligations to TriQuint under the Note; and (ii) TriQuint releases NEI, its directors, officers, agents, employees, successors and assigns, from any and all liabilities, damages or causes of action, whether known or unknown, and whether in tort, contract, or under state or federal statute.

4. **Delivery.** As an accommodation to TriQuint, NEI has agreed with NEI's landlord to extend NEI's lease at 15425 SW Koll Parkway, Beaverton, Oregon 97006 through February 28, 2005, and to allow TriQuint access to and control over NEI's current place of business through that date. NEI delivers all of its physical assets located at that site effective December 16, 2005, and has delivered (and TriQuint acknowledges acceptance of) keys to the site. NEI delivers all additional physical assets, which are located at TriQuint's subsidiary's facility in Matamoros, Mexico, to TriQuint at that site. NEI shall preserve its documents and records for suitable retention periods through an offsite records management company selected by NEI, and shall provide TriQuint access to these records. TriQuint may make such copies of these records as it finds necessary to maximize the value it is able to obtain from the assets, provided that TriQuint shall respect the confidentiality of all personnel records in accordance with Oregon law, and shall respect the confidentiality of third party records properly identified as "confidential."

5. **Reserves.** NEI shall manage the Reserves for the following purposes.

5.1 **TriQuint Asset Reserve.** The TriQuint Asset Reserve consists of \$75,000 in cash. It shall be used for the following specified purposes:

a) To pay agents or consultants designated by TriQuint (who may include former NEI officers, directors, or employees) amounts specified by TriQuint when specified by TriQuint, for services assisting TriQuint to identify, catalog, collect appropriate historical records concerning, and/or sell, all or any portion of the Assets.

b) To pay expenses of TriQuint incurred for the care, safekeeping, transportation, or disposition of all or any portion of the Assets, as, when, and in amounts specified by TriQuint. Including further extension of the lease and hence additional facilities costs, month by month given the consent of the landlord. Any such extension shall automatically extend the 2005 date in this paragraph to the extended date in the lease.

c) To pay for any remaining transportation of assets to TriQuint from, or site cleanup and disposition of remaining physical items at, 15425 SW Koll Parkway, Beaverton, Oregon 97006, on or before the lease expiration date of January 31, 2005, as necessary to comply with NEI's obligations to return space to the landlord in appropriate condition, and

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d) Following January 31, 2005, to pay over all or any remaining portion of such funds to TriQuint as and when TriQuint directs.

5.2 Wind Down Reserve. The Wind Down Reserve consists of all NEI cash remaining following reservation of the TriQuint Asset Sale Reserve (approximately \$155,000), together with such cash as may be collected on NEI's remaining accounts receivable (total A/R currently approximately \$150,000.) The Wind Down Reserve shall be used for the following specified purposes. Any remaining balance after the fulfillment of these purposes shall be transferred to TriQuint:

- a) To pay any remaining debts and obligations of NEI to trade creditors and employees, to pay any remaining expenses of winding up the affairs of NEI (including without limitation performing final 401(k) audits, preparing and filing final tax returns, and resolving any residual claims that may arise against NEI);
- b) To establish a fund (the Health Fund), under suitable fund management selected by NEI, for satisfaction of any residual claims that may be made by Great West Insurance for NEI's self-funded portion of health insurance claims made against Great West arising from services performed prior to the plan termination date of November 12, 2004; and
- c) To pay the fees and salaries of appropriate NEI staff, consultants, and advisors, including both back salaries and reasonable and appropriate fees for performance of the foregoing services, PROVIDED that any fees payable to NEI agents responsible for determining amounts of fees to be paid, shall be approved in advance by TriQuint.

Monthly Reports. NEI shall deliver monthly reports concerning the total cash in the reserves, the total remaining A/R uncollected and the status of that A/R, and the total expenditures against each reserve, to TriQuint on a monthly basis, immediately following the end of each month and beginning immediately following December 31, 2004, and shall answer any questions TriQuint may have concerning those expenditures and the obligations underlying them.

Reserve Management. NEI may manage the Reserves as accounting entries on its books and records, and is not obligated to provide for separate bank accounts for these funds.

Transfer of Residual Cash from Reserves. All residual cash in the Reserves shall be transferred to TriQuint as follows: 1) In the Wind Down Reserve, on the earliest date on which NEI determines, in the exercise of its own judgment, that the purposes of the Wind Down Reserve have been fulfilled, but in any case no later than March 1, 2006, and 2) In the TriQuint Asset Sale Reserve, on the date TriQuint directs that the remaining funds be transferred, but in any case no later than December 31, 2005.

6. Overvalue of Residual Assets. TriQuint hereby agrees that if, following its sale of any or all of the Assets, TriQuint receives sale proceeds, net of expenses of sale and disposition, in excess of all amounts owed by NEI to TriQuint under the Note immediately

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preceding the execution of this Agreement, TriQuint shall immediately remit to NEI such excess net sale proceeds.

7. **Blading Effect; No Rights and Third Parties.** This Agreement shall inure to the benefit of and be binding upon TriQuint and NEI and their respective successors and assigns. Nothing expressed or implied herein is intended to confer upon any person or entity, other than TriQuint and NEI and their respective successors and assigns, any rights, revenues, obligations or liabilities under or by reason of this Agreement.

8. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Oregon.

IN WITNESS WHEREOF, the undersigned have caused this Bill of Sale and Assignment to be duly executed on the date first above written.

NETWORK ELEMENTS, INC.

TRIQUINT SEMICONDUCTOR, INC.

By: Bruce Murdock
Bruce Murdock, President and
Chief Executive Officer

By: Raymond A. Link
Name: Raymond A. Link
Title: VP - CFO

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