

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Integrated RF Solutions, Inc.	12/05/2003
RECEIVING PARTY DATA	
Name:	GlobespanVirata, Inc.
Street Address:	100 Schulz Drive
City:	Red Bank
State/Country:	NEW JERSEY
Postal Code:	07701
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7269153
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	14733.058
NAME OF SUBMITTER:	Dennis Hopkins

Total Attachments: 19

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement") is made as of the 5th day of December, 2003 by and among GlobespanVirata, Inc., a Delaware corporation ("Buyer"), Integrated RF Solutions, Inc., a Florida corporation ("Seller") and R. Douglas Schultz (the "Principal"). Buyer, Seller and the Principal are each referred to herein as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, Buyer wishes to purchase from Seller and Seller wishes to sell and assign to Buyer all of its patents, know-how, technology and software; and

WHEREAS, to induce Buyer to make such purchase, Seller and the Principal are willing to refrain from engaging in certain activities as further described herein;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, each intending to be legally bound hereby, hereby agree as follows:

ARTICLE 1. CERTAIN DEFINITIONS.

"Affiliate" means with respect to any Person, any other Person that controls, is controlled by or is under common control with such Person.

"Closing" and "Closing Date" have the meanings set forth in Section 6.1.

"Intellectual Property Rights" means the entire right, title and interest in and to all proprietary rights of every kind and nature, including all rights and interests pertaining to or deriving from:

patents, copyrights, mask work rights, technology, know-how, processes, methods, trade secrets, algorithms, inventions, works, proprietary data, databases, formulae, research and development data and computer software or firmware;

trademarks, trade names, service marks, service names, brands, trade dress and logos and the goodwill and activities associated therewith;

rights of privacy and publicity, moral rights, and proprietary rights of any kind or nature, however denominated, throughout the world in all media now known or hereafter created;

any and all registrations, applications, recordings, licenses and common-law rights relating to any of the foregoing; and

all actions and rights to sue at law or in equity for any past or future infringement or other

impairment of any of the foregoing, including the right to receive all proceeds and damages therefrom, and all rights to obtain renewals, continuations, divisions or other extensions of legal protections pertaining thereto.

“**Knowledge**” means the actual knowledge of the directors and officers of the specified party after due inquiry and reasonable investigation.

“**Liens**” has the meaning set forth in Section 4.4.

“**Losses**” means any losses, claims, damages and liabilities (including without limitation interest, penalties and reasonable attorneys’ fees).

“**Person**” means an individual, company, corporation, partnership, joint venture, limited liability company, association, trust, unincorporated organization, or other entity, domestic or foreign, including a government or political subdivision or an agency or instrumentality thereof.

“**Technology**” means all inventions, works, discoveries, innovations, know-how, information (including ideas, research and development, know-how, formulas, compositions, processes and techniques, data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, business and marketing plans and proposals, documentation and manuals), computer software, firmware, computer hardware, integrated circuits and integrated circuit masks, electronic, electrical and mechanical equipment and all other forms of technology, including improvements, modifications, works in process, derivatives or changes, whether tangible or intangible, embodied in any form, whether or not protectible or protected by patent, copyright, mask work right, trade secret law or otherwise, and all documents and other materials recording any of the foregoing.

ARTICLE 2. PURCHASE AND SALE OF ASSETS.

Section 2.1. Purchased Assets. In reliance on the representations, warranties, covenants and agreements contained herein, and subject to the terms and conditions hereof, Seller agrees to sell, convey, transfer and assign to Buyer at Closing, and Buyer agrees to purchase from Seller at Closing, all of Seller’s right, title and interest in and to the following, free and clear of all Liens: (collectively, the “Purchased Assets”):

(a) **Patents.** All of Seller’s patents and applications for patents, including, without limitation, the patents and patent applications identified on Schedule A attached hereto, including any subsequent improvements, applications and all divisions, extensions, renewals, substitutes, reexaminations, reissues, continuations and continuations-in-part thereof (collectively, the “Purchased Patents”);

(b) **Technology.** All Technology used by Seller, including, without limitation, the Technology identified on Schedule B and Schedule C attached hereto (collectively, the “Purchased Technology”);

(c) **Intellectual Property Rights.** All Intellectual Property Rights in the

Purchased Patents and the Purchased Technology.

(d) Equipment. All computers, equipment and media containing any of the foregoing.

Section 2.2. No Assumption of Liabilities. Buyer is only purchasing the Purchased Assets and Buyer will not assume or be liable for any liabilities or obligations of any kind whatsoever of Seller. All such liabilities and obligations of the Seller shall be retained by and remain obligations of Seller (the "Retained Liabilities").

Section 2.3. License Agreement. Buyer will enter into a license agreement with Seller on the Closing Date in substantially the form attached hereto as Exhibit A (the "License Agreement") to permit Seller to use the Purchased Assets to provide limited support services to Seller's customers party to the contracts listed on Schedule D attached hereto (the "Retained Contracts") for a period of one year from the date hereof, subject to the restrictions contained in the License Agreement.

ARTICLE 3. PURCHASE PRICE.

Section 3.1. Purchase Price. The purchase price for the Purchased Assets and the obligations of Seller shall be One Million United States Dollars (\$1,000,000), subject to subparagraph (b) below (the "Purchase Price") to be paid by Buyer to Seller, as follows:

(a) At Closing, Buyer shall pay Five Hundred Thousand United States Dollars (\$500,000) to Seller (the "Closing Payment") by check or by wire transfer to an account specified by Seller;

(b) At Closing, Buyer shall deposit Five Hundred Thousand United States Dollars (\$500,000) (the "Escrow Amount") with The Capital Trust Company of Delaware (the "Escrow Agent") pursuant to the terms of the Escrow Agreement in substantially the form attached hereto as Exhibit B (the "Escrow Agreement"). This portion of the Purchase Price shall be held by the Escrow Agent for a period of two years (the "Escrow Period") as security for any obligation of Seller that arises pursuant to Article 8. Pursuant to the terms of the Escrow Agreement, the Escrow Amount, or a portion thereof, shall be distributed to Buyer to fulfill all or a portion of any obligation of Seller pursuant to Article 8 and at the end of the Escrow Period, the Escrow Amount, or remaining portion thereof, if any, shall be distributed to Seller. The Parties agree that the Escrow Amount is intended to provide partial security for any obligation of Seller that arises pursuant to Article 8 during the Escrow Period and it is not intended to, and shall in no way, limit the remedies and recovery available to Buyer pursuant to Article 8 and elsewhere in this Agreement.

Section 3.2. Commercialization Payment. If Buyer, at its option, develops the Purchased Technology on Schedule C for commercial use by the third anniversary of the Closing Date, Buyer agrees to pay Seller One Hundred and Twenty-Five Thousand United States Dollars (\$125,000) (the "Commercialization Payment"). Buyer shall pay Seller the Commercialization

Payment promptly upon the completion of development of the Purchased Technology on Schedule C for commercial use and prior to any sampling or offering for sale of the resulting commercial product. Nothing in this Section 3.2 shall obligate Buyer to take any action to develop the Purchased Technology for commercial use.

ARTICLE 4. REPRESENTATIONS AND WARRANTIES OF SELLER.

Seller and the Principal, jointly and severally, represent and warrant to Buyer that each of the statements contained in this Article 4 (including any Schedules hereto) is true and correct as of the date hereof and will be true and correct as of the Closing Date as though made then.

Section 4.1. Organization, Power and Standing. Seller has been a validly electing S corporation, within the meaning of Internal Revenue Code Sections 1361 and 1362, except in those states that do not recognize S corporation status, at all times during its existence, and has filed all forms and taken all actions necessary to maintain such status. Neither Seller nor any of its stockholders has taken any action, or omitted to take any action, which could result in the loss of S corporation status for any period prior to the Closing. Seller is duly organized, validly existing and in good standing under the laws of the State of Florida, with all requisite corporate power and authority to own its properties and to conduct its business as and where its business is now conducted.

Section 4.2. Power and Authority Relative to Sale of Purchased Assets. Seller has full corporate power and authority and has taken all required corporate action necessary to permit it to execute and deliver and to carry out the terms of this Agreement and all other documents or instruments required or contemplated hereby and none of such actions will violate any law, rule, regulation, statute or ordinance applicable to Seller, violate any provisions of Seller's Certificate of Incorporation or By-Laws, each as amended, or result in any breach of, or default under, any agreement, instrument, order or judgment to which Seller is a party or by which any of its assets may be bound.

Section 4.3. Valid and Binding Obligation. This Agreement constitutes, and each other instrument or agreement to be executed and delivered by Seller in accordance herewith will constitute, the valid and legally binding obligation of Seller enforceable against Seller in accordance with their respective terms, subject to applicable bankruptcy, insolvency, moratorium, reorganization and other general laws affecting the rights and remedies of creditors and general principles of equity, whether considered in a proceeding in equity or at law.

Section 4.4. Title to Assets. To the best of its knowledge, Seller has sole, exclusive, valid and marketable title to the Purchased Assets free and clear of any mortgage, lien, license, covenant not to sue, pledge, charge, security interest, option, restriction or other encumbrance ("Liens"). At the Closing in accordance with this Agreement and to the best of Seller's knowledge, Buyer will receive free and clear of any Liens, sole, exclusive, valid and marketable title to the Purchased Assets, subject only to the License Agreement.

Section 4.5. Intellectual Property. The Purchased Assets include all of the Intellectual Property Rights and Technology of Seller. All of Seller's United States or foreign

registrations or applications for registered Intellectual Property Rights issued by, filed with or recorded by any United States or foreign regulatory authority with respect to the Purchased Assets are valid and in full force and effect and all necessary registration, maintenance and renewal fees in connection therewith have been made and all necessary documents and certificates in connection therewith have been filed with the relevant authority in the United States or a foreign jurisdiction, as the case may be, for the purpose of maintaining the registrations or applications for registration of such Intellectual Property Right. Seller has taken reasonable security measures to protect the secrecy, confidentiality and value of the trade secrets and proprietary information included in the Purchased Assets. Without limiting the foregoing, Seller has, and enforces, effective agreements with each of its employees, consultants and contractors assigning any Intellectual Property Rights such employee, consultant or contractor may have in any of the Purchased Assets to Seller. There are no restrictions on the direct or indirect transfer of the Purchased Assets. Seller has not granted to any Person any license, agreement or other permission to use or exercise any rights under the Purchased Assets. Neither the Purchased Assets nor the use of any of the Purchased Assets misappropriates the Intellectual Property Rights of any Person or infringes upon the copyrights of any Person. To the knowledge of Seller, neither the Purchased Assets nor the use of any of the Purchased Assets infringes or misappropriates the patents of any Person. To the knowledge of Seller, no Person has or is infringing or misappropriating any of the Purchased Assets. Notwithstanding anything contained herein to the contrary, no representation or warranty of Seller or Principal contained herein shall be construed to indicate that any patent will issue on any of the patent applications being transferred hereunder or that any such patent issued will be successful against any claims of invalidity including but not limited to claims based upon prior art.

Section 4.6. Pending or Threatened Litigation. There is no pending or, to Seller's knowledge, threatened action, suit, investigation or proceeding relating to the Purchased Assets that would either affect the ability of Seller to consummate the transactions contemplated herein or impair or affect title to the Purchased Assets.

Section 4.7. Consents. No consent, authorization, order or approval of any third party or governmental authority is required in connection with the transfer, assignment or conveyance by Seller of any of the Purchased Assets. Except as described within the attached Schedule E, there are no royalties required to be paid by Seller for the use of any of the Purchased Assets.

Section 4.8. Employees. Each officer, employee, consultant and contractor of Seller has entered into and executed a proprietary information, confidentiality and assignment agreement and no such officer, employee, consultant or contractor is in violation of such agreement. No officer, employee, consultant or contractor of Seller has excluded works or inventions made prior to his or her employment with Seller from his or her assignment of inventions pursuant to such officer, employee, consultant or contractor's proprietary information, confidentiality and assignment agreement which relate to the Purchased Assets.

Section 4.9. No Open Source Code. None of the Purchased Assets consists of any open source computer code, and to the knowledge of Seller, none of the Purchased Assets is

subject to any license or other contractual obligation that would require Buyer to divulge to any Person any source code or trade secret that is part of the Purchased Assets.

Section 4.10. Trade Secrets. The Purchased Assets may constitute and contain trade secrets and Seller has taken no action and knows of no other party that has taken any action that would jeopardize any such trade secret status.

Section 4.11. Contracts. Schedule D sets forth all contracts, agreements or other arrangements for the furnishing of services by Seller subsequent to the date of this Agreement. The terms of all such contracts, agreements or other arrangements for the furnishing of services by Seller have expired and Seller has no continuing obligations to provide services pursuant to such contracts, agreements or other arrangements.

ARTICLE 5. REPRESENTATIONS AND WARRANTIES OF BUYER.

Buyer hereby represents and warrants to Seller that each of the statements contained in this Article 5 is true and correct as of the date hereof and will be true and correct as of the Closing Date as though made then.

Section 5.1. Organization, Power and Standing. Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, with all requisite corporate power and authority to own its properties and to conduct its business as and where its business is now conducted.

Section 5.2. Power and Authority Relative to Transaction. Buyer has full corporate power and authority and has taken all required action necessary to permit it to execute and deliver and to carry out the terms of this Agreement and all other documents or instruments required or contemplated hereby and none of such actions will violate any law, rule, regulation, statute or ordinance applicable to Buyer, violate any provisions of Buyer's Certificate of Incorporation or By-Laws, each as amended, or result in any breach of, or default under, any agreement, instrument, order or judgment to which Buyer is a party or by which its assets may be bound.

Section 5.3. Valid and Binding Obligation. This Agreement constitutes, and each other instrument or agreement to be executed and delivered by Buyer in accordance herewith will constitute, the valid and legally binding obligation of Buyer, enforceable against it in accordance with their respective terms, subject to applicable bankruptcy, insolvency, moratorium, reorganization and other general laws affecting the rights and remedies of creditors and general principles of equity, whether considered in a proceeding in equity or at law.

Section 5.4. Pending or Threatened Litigation. There is no pending or, to Buyer's knowledge, threatened action, suit, investigation or proceeding relating to the subject matter of the transaction contemplated hereby or that would either affect the ability of Buyer to consummate the transaction contemplated or perform its obligations hereunder.

Section 5.5. Consents. No consent, authorization, order or approval of any third party or governmental authority is required in connection with the consummation of the transaction contemplated hereby.

ARTICLE 6. CLOSING.

Section 6.1. Closing. The closing (the "Closing") for the purchase and sale of the Purchased Assets shall take place simultaneously at the offices of Ropes & Gray LLP and O'Brien Riemenschneider, P.A. by fax promptly upon satisfaction or waiver of each of the conditions set forth in Section 6.5 on or before December 5, 2003 or on such other date as the Parties may mutually determine (the "Closing Date") with original documents to be provided promptly thereafter.

Section 6.2. Deliveries by Seller. At the Closing, Seller shall deliver to Buyer the following items, the delivery of which shall be a condition to Buyer's obligation to consummate the transactions contemplated herein:

- (a) the Purchased Technology;
- (b) a bill of sale in mutually agreeable form and substance (the "Bill of Sale") duly executed by Seller;
- (c) an assignment agreement in mutually agreeable form and substance (the "Assignment Agreement") duly executed by Seller;
- (d) certified copies of resolutions duly adopted by the Board of Directors of Seller approving and authorizing the transactions contemplated in this Agreement, the execution hereof and the performance of all acts required herein;
- (e) a copy of Seller's Certificate of Incorporation as in effect at Closing certified by the Secretary of State of the State of Florida;
- (f) a certificate of good standing of Seller from the Secretary of State of the State of Florida, as of a recent date;
- (g) [intentionally omitted];
- (h) the Escrow Agreement duly executed by Seller;
- (i) the License Agreement duly executed by the Seller; and
- (j) a certificate duly executed by a duly authorized officer of Seller certifying that the conditions set forth in Section 6.5(a) have been satisfied;

and Seller shall have taken all steps necessary to put Buyer in custody, possession and control of all embodiments of the Purchased Assets in Seller's possession or control.

Section 6.3. Deliveries by Buyer. At the Closing, Buyer shall deliver to Seller the following items, the delivery of which shall be a condition to Seller's obligation to close the transactions contemplated herein:

- (a) [intentionally omitted];
- (b) the Assignment Agreement duly executed in counterpart by Buyer;
- (c) the Closing Payment;
- (d) a copy of Buyer's Certificate of Incorporation as in effect at Closing certified by the Secretary of State of Delaware;
- (e) a certificate of good standing of Buyer from the State of Delaware as of a recent date;
- (f) the Escrow Agreement duly executed by Buyer;
- (g) the License Agreement duly executed by the Buyer; and
- (h) a certificate duly executed by a duly authorized officer of Buyer certifying that the conditions set forth in Section 6.5(b) have been satisfied.

Section 6.4. Simultaneous Closing. All actions taken at the Closing shall be deemed to be performed simultaneously. The Parties shall deliver such additional documents and take such additional actions as may be reasonably necessary to complete the transactions contemplated hereby.

Section 6.5. Closing Conditions.

(a) **Conditions to Obligations of Buyer.** Buyer's obligations to consummate the transactions contemplated herein are subject to the fulfillment prior to or on the Closing Date, of each of the following conditions:

- (i) **Representations.** The representations and warranties of Seller contained in this Agreement shall be true and correct when made and as of the Closing Date and Seller shall have performed or complied with all agreements and covenants required by this Agreement to be performed or complied with by it on or prior to the Closing Date.
- (ii) The Principal, Adam K. Harriman, Harold Miller, Leon W. Venton and Martin A. Weilhamer (the "Transferring Employees") shall have accepted an offer of employment with Buyer evidenced by the execution and delivery to Buyer of an offer letter and the Principal shall have executed and delivered to Buyer non-compete and nonsolicitation agreements in mutually agreeable form and

substance. The starting date of employment, current salary and current benefits of each of the Transferring Employees is listed on Schedule F attached hereto. Each of the Transferring Employees will receive credit for the length of his employment with Seller in respect of any benefit plans in which such Transferring Employee is entitled to participate pursuant to the terms of his employment with Buyer.

(iii) Closing Deliveries. Seller shall have satisfied each of its delivery obligations set forth in Section 6.2 hereof.

(b) Conditions to Obligations of Seller. Seller's obligations to consummate the transactions contemplated herein are subject to the fulfillment prior to or on the Closing Date, of each of the following conditions:

(i) Representations. The representations and warranties of Buyer contained in this Agreement shall be true and correct when made and as of the Closing Date and Buyer shall have performed or complied with all agreements and covenants required by this Agreement to be performed or complied with by it on or prior to the Closing Date.

(ii) Closing Deliveries. Buyer shall have satisfied each of its delivery obligations set forth in Section 6.3 hereof.

ARTICLE 7. NON-COMPETITION, NON-SOLICITATION AND CONFIDENTIALITY.

Section 7.1. Acknowledgements.

Seller and the Principal (each a "Restricted Person") acknowledge that:

(a) The Purchased Assets include valuable trade secrets;

(b) The Principal has been in close contact with all of the confidential information not generally available regarding the Purchased Assets;

(c) A portion of the Purchase Price for the Purchased Assets is consideration for the agreements and covenants made by the Restricted Persons herein;

(d) Buyer would not purchase the Purchased Assets but for the agreements and covenants of the Restricted Persons contained in this Article 7.

Section 7.2. Prohibited Activities. Each Restricted Person covenants and agrees that it shall not in the United States of America or anywhere else in the world for a period commencing on the Closing Date and terminating on the second anniversary of the Closing Date (the "Restricted Period"):

(a) create, support or provide to any third Person any products for use by that third Person in the DSL, Wireless Networking and RF Design Field (as defined below);

(b) provide support or assistance (whether directly or through a third party) in the form of services, information or instruction in return for payment or compensation in order to enable a third Person to create, support or obtain any products for use in the DSL, Wireless Networking and RF Design Field.

As used herein, the “DSL, Wireless Networking and RF Design Field” means circuits, systems, services or products related to digital subscriber lines, wireless local area networks or radio frequency applications or technology.

Section 7.3. Permitted Activities. Notwithstanding the provisions of Section 7.2 above, the Restricted Persons shall not be prohibited from providing products and services to the third Persons party to the Retained Contracts in order to fulfill its obligations under the remaining terms of such Retained Contracts in accordance with the terms of the License Agreement.

Section 7.4. Non-Solicitation. During the Restricted Period, each Restricted Person agrees that it or any of its Affiliates shall not, without the prior written consent of Buyer, recruit, offer employment, employ, engage as a consultant, lure or entice away, or in any other manner persuade or attempt to persuade, any Person to leave the employ of Buyer or any of its Affiliates.

Section 7.5. Confidentiality.

(a) Prior to the Closing, the Parties agree to maintain the confidentiality of the terms and conditions of this Agreement, the identity of the Parties hereto and the transactions contemplated hereby, except as may be as may be legally required for federal securities, tax, accounting or other reporting purposes. From and after the Closing, except as provided in the License Agreement, the Restricted Persons shall (and shall cause each of its Affiliates to) keep secret and retain in strictest confidence, and not use for the benefit of themselves or others, all confidential information relating to the Purchased Assets (including without limitation any ideas, algorithms, formulations and data) (the “Confidential Information”) and to refrain from using any Confidential Information. Confidential Information shall not include information which is (i) already generally or readily obtainable by the public or is publicly known or becomes publicly known through no action of a Restricted Person; (ii) rightfully received by a Restricted Person from a third Person who has no obligation of confidentiality to Buyer or its Affiliates; or (iii) approved for release to the general public by a written authorization of Buyer. In the event that a Restricted Person is requested or required by law or regulation (or by oral question or request for information or documents in any legal proceeding, interrogatory, subpoena, civil investigative demand, or similar process) to disclose any Confidential Information, such Restricted Person will notify Buyer promptly of the request or requirement so that Buyer may seek an appropriate protective order or waive compliance with the provisions of this Section 7.5. If, in the absence of a protective order or the receipt of a waiver hereunder, a Restricted Person is, on the advice of counsel,

compelled to disclose any Confidential Information to any tribunal or else stand liable for contempt, such Restricted Person may disclose the Confidential Information to the tribunal; provided, however, that such Restricted Person shall use its best efforts to obtain, at the request and expense of Buyer, an order or other assurance that confidential treatment will be given to such portion of the Confidential Information required to be disclosed as Buyer shall designate.

Section 7.6. No Rights Retained in Purchased Assets. Each Restricted Person acknowledges and agrees that (i) Buyer at Closing will purchase all of the Purchased Assets and all rights thereto; (ii) except as provided in the License Agreement, Seller at Closing will retain no rights whatsoever in or to the Purchased Assets, and (iii) accordingly, no Restricted Person will have any rights to use the Purchased Assets in any manner or for any purpose after the Closing, except as otherwise provided in the License Agreement.

Section 7.7. Rights and Remedies Upon Breach. If a Restricted Person breaches, or threatens to commit a breach of, any of the provisions of this Article 7 (the "Restrictive Covenants"), (such Restricted Person referred to in this Section 7.7 as a "Breaching Person"), Buyer shall have the following rights and remedies (upon compliance with any necessary prerequisites imposed by law upon the availability of such remedies), each of which rights and remedies shall be independent of the other and severally enforceable and all of which rights and remedies shall be in addition to, and not in lieu of, any other rights and remedies available to Buyer under law or in equity:

(a) The right to have the Restrictive Covenants specifically enforced (without posting any bond) by any court having equity jurisdiction, including, without limitation, the right to an entry against the Breaching Person of restraining orders and injunctions (preliminary, mandatory, temporary and permanent) against violations, threatened or actual, and whether or not then continuing, of such covenants, it being acknowledged and agreed that any such breach or threatened breach will cause irreparable injury to Buyer and that money damages will not provide adequate remedy to Buyer; and

(b) The right and remedy to require the Breaching Person to account for and pay over to Buyer all compensation, its profits, monies, accruals, increments or other benefits (collectively, "Benefits") derived or received by such Breaching Person as the result of any transactions constituting a breach of any of the Restrictive Covenants, and such Breaching Person shall account for and pay over such Benefits to Buyer.

Section 7.8. Severability of Covenants. If any court determines that any of the Restrictive Covenants, or any part thereof, is invalid or unenforceable, the remainder of the Restrictive Covenants shall not thereby be affected and shall be given full effect, without regard to the invalid portions.

Section 7.9. Blue-Penciling. If any court determines that any of the Restrictive Covenants, or any part thereof, is unenforceable because of the duration of such provision or the area covered thereby, such court shall have the power to reduce the duration or area of such

provisions and, in its reduced form, such provision shall then be enforceable and shall be enforced.

ARTICLE 8. SURVIVAL OF REPRESENTATIONS; INDEMNIFICATION.

Section 8.1. Survival. An obligation to pay indemnification arising out of claims described as a result of a breach of Sections 4.1, 4.2, 4.3 and 4.4 shall survive the Closing of the transaction indefinitely. In the case of all other claims based upon the inaccuracy or breach of a representation or warranty, the obligation to pay indemnification arising out of such claims shall commence on the Closing Date and end on the second anniversary of the Closing Date, except that the obligation to pay indemnification arising out of claims based upon the inaccuracy or breach of a representation or warranty contained in Section 4.5 shall commence on the Closing Date and end on the fourth anniversary of the Closing Date. The periods of survival of the representations and warranties as stated above in this Section 8.1 are referred to herein as the "Survival Period." The liabilities of the parties under their respective representations and warranties shall expire as of the expiration of the applicable Survival Period and no claim for indemnification may be made with respect to any breach of any representation or warranty the applicable Survival Period of which shall have expired, except to the extent that written notice of such breach shall have been given to the party against which such claim is asserted on or before the date of such expiration. Except as otherwise provided herein, the covenants and agreements of the parties herein and in other documents and instruments executed and delivered in connection with the closing of the transactions contemplated hereby shall survive for the maximum period permitted by law.

Section 8.2. Indemnification of Buyer by Seller and the Principal. In addition to its obligations under Article 7 hereof, Seller and the Principal, jointly and severally, agree to indemnify, defend and hold Buyer harmless from and against any and all Losses that Buyer or its officers, directors, employees or Affiliates may suffer, sustain, incur or become subject to arising out of or relating or due to: (i) the breach of any representation, warranty, covenant, undertaking or other agreement of Seller or the Principal contained in this Agreement or any other document delivered by Seller or the Principal in connection herewith, (ii) any use or disposition by Seller or the Principal of the Purchased Assets on or prior to the Closing Date; or (iii) any other liability of Seller or the Principal arising on, prior to or after the Closing.

Section 8.3. Indemnification of Seller by Buyer. Buyer agrees to indemnify, defend and hold Seller harmless from and against any and all Losses that Seller or its officers, directors, employees or Affiliates may suffer, sustain, incur or become subject to arising out of or relating or due to: (i) the breach of any representation, warranty, covenant, undertaking or other agreement of Buyer contained in this Agreement or any other document delivered by Buyer in connection herewith, (ii) except as relates to any claim for which Seller must indemnify Buyer under Section 8.2 hereof, any use or disposition by Buyer of the Purchased Assets after the Closing Date, or (iii) any change, addition, deletion, revision, modification or enhancement to the Purchased Assets made by Buyer or its agents after the Closing.

Section 8.4. Procedure for Indemnification. Any party (the "Indemnified Party") making a claim for indemnification hereunder shall notify the other party (the "Indemnifying")

Party”) of the claim in writing, describing the claim, the amount thereof, and the basis therefor. The Indemnifying Party shall respond to each such claim within thirty (30) days of receipt of such notice. If such demand is based on a claim by a third party, the Indemnifying Party shall have the right to assume control of the defense thereof, including, at its own expense, employment of counsel satisfactory to the Indemnified Party, and, in connection therewith, the Indemnified Party shall reasonably cooperate to make available to the Indemnifying Party all pertinent information under its control. No settlement may be made by any Indemnifying Party without the consent of the Indemnified Party, unless such settlement only requires the payment of money damages and such amounts are paid in full by the Indemnifying Party and the Indemnified Party is released from all claims of the relevant third party or parties. The Indemnified Party may, at its own expense, participate in any proceeding relating to any such claims as to which the Indemnifying Party has assumed control pursuant to this Agreement.

Section 8.5. Minimum Threshold for Indemnification; Maximum Amount of Indemnification. In the event of any claim for indemnity under this Article 8, the Indemnified Party under such claim shall not be entitled to indemnification therefor unless such Indemnified Party has sustained Losses in excess of Ten Thousand Dollars (\$10,000.00) in the aggregate, in which event the Indemnified Party shall be entitled to indemnification for the full amount of all Losses suffered or incurred including such Ten Thousand Dollars (\$10,000.00) of Losses; provided that (x) in no event shall the aggregate liability of Seller and the Principal for indemnity payments pursuant to subpoint (i) of Section 8.2 hereof or for Losses in connection with the transactions contemplated hereby exceed the amount of the Purchase Price actually paid to Seller, and (y) in no event shall the aggregate liability of Buyer for indemnity payments pursuant to subpoint (i) of Section 8.3 hereof or for Losses in connection with the transactions contemplated hereby exceed the amount of Purchase Price actually paid to Seller. In the absence of fraud, the sole and exclusive remedy of each of Buyer, Seller and the Principal with respect to any and all claims relating to this Agreement, except for claims arising under Article 7 of this Agreement, shall be pursuant to the indemnification provisions set forth in this Article 8.

Section 8.6. Manner and Amount of Indemnification.

(a) Payment shall be made under this Article 8 when either (i) the Indemnifying Party and the Indemnified Party agree on the amount of indemnifiable Losses or (ii) the amount of indemnifiable Losses is finally determined.

(b) If payment is required to be made by Seller and Principal pursuant to this Article 8 during the Escrow Period, such amount shall first be paid from the Escrow Amount to the extent of such funds and any remaining portion of such payment shall be paid by Seller or Principal. Once the Escrow Amount has been depleted, any payment required to be made by Seller or Principal will be the sole responsibility of Seller or Principal.

(c) No Indemnified Party shall be entitled to any indemnity for indemnifiable Losses to the extent that the existence of such indemnifiable Losses, the breach of covenant or warranty or the falsity of the representation upon which such indemnifiable damages would be based is disclosed in the disclosure schedules.

ARTICLE 9. TERMINATION.

Section 9.1. Termination of Agreement. Certain of the Parties may terminate this Agreement as provided below:

(a) Buyer and Seller may terminate this Agreement by mutual written consent at any time prior to the Closing;

(b) Buyer may terminate this Agreement by giving written notice to the Seller at any time prior to the Closing (i) in the event the Seller has breached any representation, warranty, or covenant contained in this Agreement in any material respect or (ii) if the Closing shall not have occurred on or before December 15, 2003, by reason of the failure of any condition precedent under Section 6.5(a) hereof; and

(c) Seller may terminate this Agreement by giving written notice to the Buyer at any time prior to the Closing (i) in the event the Buyer has breached any representation, warranty, or covenant contained in this Agreement in any material respect, or (ii) if the Closing shall not have occurred on or before December 15, 2003 by reason of the failure of any condition precedent under Section 6.5(b) hereof.

Section 9.2. Effect of Termination. If any Party terminates this Agreement pursuant to Section 9.1 above, all rights and obligations of the Parties hereunder shall terminate without any liability of any Party to any other Party (except for any liability of any Party then in breach).

ARTICLE 10. MISCELLANEOUS.

Section 10.1. Notices. All notices to a Party hereto shall be in writing and delivered in person or mailed by certified mail, return receipt requested, or sent by Federal Express with receipt showing acceptance signature, to such Party at its address set forth below (or such other address as it may from time to time designate in writing to the other Party):

(a) If to Buyer:

GlobespanVirata, Inc.
100 Schultz Drive
Red Bank, NJ 07701
Attention: General Counsel

with a copy to:

Ropes & Gray LLP
45 Rockefeller Plaza
New York, NY 10111
Attention: Jonathan P. Cramer, Esq.

(b) If to Seller or the Principal:

Integrated RF Solutions, Inc.
4390 Ligustrum Drive
Melbourne, FL 32934
Attention: R. Douglas Schultz

with a copy to:

O'Brien Riemenschneider, P.A.
1686 West Hibiscus Boulevard
Melbourne, FL 32901
Attention: James M. O'Brien, Esq.

Notice shall be deemed given upon receipt, on the next business day in the case of Federal Express delivery, and on the third business day after mailing in the case of mailing.

Section 10.2. Reasonable Assurances. Each Party agrees that it will execute and deliver, or cause to be executed and delivered, on or after the date of this Agreement, all such other instruments and will take all reasonable actions as the other Party may reasonably request from time to time in order to effectuate the provisions and purposes of this Agreement.

Section 10.3. No Waiver. No waiver or failure to insist upon strict compliance with any obligation, covenant, agreement or condition of the Agreement shall operate as a waiver of, or an estoppel with respect to any subsequent or other failure.

Section 10.4. Amendments and Waivers. This Agreement may be modified or amended only by a writing signed by Buyer, Seller and Principal. No waiver of any term or provision hereof shall be effective unless in writing signed by the Party waiving such term or provision.

Section 10.5. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard as to principles of conflicts of law.

Section 10.6. Headings, Interpretation. The headings in this Agreement have been included solely for ease of reference and shall not be considered in the interpretation or construction of this Agreement. All references herein to the masculine, neuter or singular shall be construed to include the masculine, feminine, neuter or plural, as appropriate. All monetary amounts referenced in this Agreement have been stated in United States dollars.

Section 10.7. Binding Effect and Benefits; Assignment. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, successors and assigns, except that this Agreement may not be assigned by either Party (other than by Buyer to one of its Affiliates) without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

Section 10.8. Entire Agreement. This writing embodies the entire agreement and understanding between the Parties with respect to the transaction contemplated herein and supersedes all prior discussions, understandings and agreements concerning such matters, except for the Bill of Sale, the Assignment Agreement, the License Agreement and the Escrow Agreement, all of which agreements remain in full force and effect.

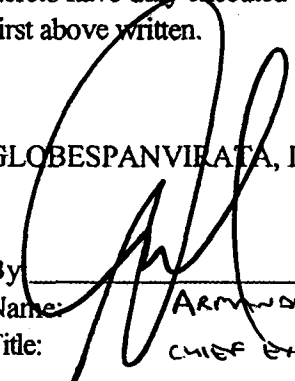
Section 10.9. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument, and any of the Parties hereto may execute this Agreement by signing any such counterpart.

Section 10.10. No Third Party Rights. This Agreement is not intended and shall not be construed to create any rights in any Persons other than Seller and Buyer and no Person shall assert any rights as third party beneficiary hereunder.

Section 10.11. Expenses. Each Party shall bear the expenses incurred by it relating to the transactions contemplated by this Agreement, including without limitation fees and expenses of counsel.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as a sealed instrument as of the date first above written.

GLOBESPANVIRATA, INC.

By: 
Name: ARMANDO GEARY
Title: CHIEF EXECUTIVE OFFICER

INTEGRATED RF SOLUTIONS, INC.

By: _____
Name:
Title:

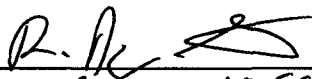
R. Douglas Schultz


IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as a sealed instrument as of the date first above written.

GLOBESPANVIRATA, INC.

By: _____
Name:
Title:

INTEGRATED RF SOLUTIONS, INC.

By: 
Name: R. DOUGLAS SCHULTZ
Title: PRESIDENT


R. Douglas Schultz

Schedule A, SoftLAN Patents

The following U.S. utility patent applications have been filed.

1. 10/428,618, Filed 05/02/2003, "System and Method for Personal Computer Implementing Wireless Network Adapter".
2. 10/442,606, Filed 05/21/2003, "Method for Minimizing Time Critical Transmit Processing for a Personal Computer Implementation of a Wireless Local Area Network Adapter".
3. 10/458,127, Filed 06/10/2003, "Technique for Mitigating Interrupt Latency in a Host Based Wireless Local Area Network Adapter".
4. 10/460,684, Filed 06/12/3003, "Method for Minimizing Receive Packet Processing for a Personal Computer Implementation of a Wireless Local Area Network Adapter".
5. 10/625,799, Filed 07/23/2003, "Method for Mitigating Adverse Processor Loading in a Personal Computer Implementation of a Wireless Local Area Network Adapter".