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SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT	
CONVEYING PARTY DATA			
		Name	Execution Date
Dirk Ion Gates			05/13/2008
James Kirk Matthews			05/13/2008
RECEIVING PARTY DATA			
Name:	Xirrus, Inc.		
Street Address:	310 North Westlake Blvd., Suite 200		
City:	Westlake Village		
State/Country:	CALIFORNIA		
Postal Code:	91362		
PROPERTY NUMBERS Total: 1			
Property Type		Number	
Application Number: 11816		6065	
CONNESPONDENCE DATA			
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ATTORNEY DOCKET	NUMBER:	XI05014USU	
ATTORNEY DOCKET		XI05014USU Jeffrey C. Wilk	

# Atty, Docket: XI05014USU

#### PATENT

## CONFIRMATORY ASSIGNMENT

This Confirmatory Assignment ("Assignment") shall be effective as of 3|2|2006,  $\cdot 2005$  ("Effective Date") by and between:

DIRK ION GATES, residing at 955 Vista Ridge Lane, Westlake Village, CA 91362, USA; and JAMES KIRK MATHEWS, residing at 5933 Annie Oakley Rd., Hidden Hills, CA 91302, USA; collectively referred to as "ASSIGNORS"; and

XIRRUS, INC., a corporation of the State of Delaware, having a principal place of business at 310 North Westlake Blvd., Suite 200, Westlake Village, CA 91362, USA ("XIRRUS").

## 1.0 Background

1.1 ASSIGNORS, through their employment with XIRRUS, as either employees or contractors, as the case may be, invented certain new and useful improvements as described and set forth in an application for Letters Patent of the PCT Patent Application titled: "SYSTEM FOR ALLOCATING CHANNELS IN A MULTI-RADIO WIRELESS LAN ARRAY" Serial No. PCT/US2006/008698, filed March 9, 2006, which claims priority under Section 119(e) to the following:

(1) U.S. Provisional Application Serial No. 60/660,171 titled "WIRELESS LAN ARRAY" filed March 9, 2005;

(2) U.S. Provisional Application Serial No. 60/660,276 titled "WIRELESS LAN ARRAY" filed March 9, 2005;

(3) U.S. Provisional Application Serial No. 60/660,375 titled "WIRELESS ACCESS POINT" filed March 9, 2005;

(4) U.S. Provisional Application Serial No. 60/660,275 titled "MULTI-SECTOR ACCESS POINT ARRAY" filed March 9, 2005;

(5) U.S. Provisional Application Serial No. 60/660,210 titled "MEDIA ACCESS CONTROLLER FOR USE IN A MULTI-SECTOR ACCESS POINT ARRAY" filed March 9, 2005;

(6) U.S. Provisional Application Serial No. 60/660,174 titled "QUEUE MANAGEMENT CONTROLLER FOR USE IN A MULTI-SECTOR ACCESS POINT ARRAY" filed March 9, 2005;

(7) U.S. Provisional Application Serial No. 60/660,394 titled "WIRELESS LAN ARRAY" filed March 9, 2005;

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(8) U.S. Provisional Application Serial No. 60/660,209 titled "WIRELESS LAN ARRAY ARCHITECTURE" filed March 9, 2005;

(9) U.S. Provisional Application Serial No. 60/660,393 titled "ANTENNA ARCHITECTURE OF A WIRELESS LAN ARRAY" filed March 9, 2005;

(10) U.S. Provisional Application Serial No. 60/660,269 titled "LOAD BALANCING IN A MULTI-RADIO WIRELESS LAN ARRAY BASED ON AGGREGATE MEAN LEVELS" filed March 9, 2005;

(11) U.S. Provisional Application Serial No. 60/660,392 titled "ADVANCED ADJACENT CHANNEL SECTOR MANAGEMENT FOR 802.11 TRAFFIC" filed March 9, 2005;

(12) U.S. Provisional Application Serial No. 60/660,391 titled "LOAD BALANCING IN A MULTI-RADIO WIRELESS LAN ARRAY BASED ON AGGREGATE MEAN LEVELS" filed March 9, 2005;

(13) U.S. Provisional Application Serial No. 60/660,277 titled "SYSTEM FOR TRANSMITTING AND RECEIVING FRAMES IN A MULTI-RADIO WIRELESS LAN ARRAY" filed March 9, 2005;

(14) U.S. Provisional Application Serial No. 60/660,302 titled "SYSTEM ALLOCATING CHANNELS IN A MULTI-RADIO WIRELESS LAN ARRAY" filed March 9, 2005;

(15) U.S. Provisional Application Serial No. 60/660,376 titled "SYSTEM FOR ALLOCATING CHANNELS IN A MULTI-RADIO WIRELESS LAN ARRAY" filed March 9, 2005;

(16) U.S. Provisional Application Serial No. 60/660,541 titled "MEDIA ACCESS CONTROLLER FOR USE IN A MULTI-SECTOR ACCESS POINT ARRAY" filed March 9, 2005;

(17) International Patent Application Serial No. PCT/US2006/008747 titled "WIRELESS LOCAL AREA NETWORK ANTENNA ARRAY" filed March 9, 2006;

(18) International Patent Application Serial No. PCT/US2006/008743 titled "ACCESS POINT IN A WIRELESS LAN" filed March 9, 2006;

(19) International Patent Application Serial No. PCT/US2006/008744 titled "MEDIA ACCESS CONTROLLER FOR USE IN A MULTI-SECTOR ACCESS POINT ARRAY" filed March 9, 2006; and

(20) International Patent Application Serial No. PCT/US2006/008696 titled "WIRELESS ACCESS POINT" filed March 9, 2006.

The subject matter of this patent application shall be referred to as the "Invention."

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1.2 XIRRUS, as employer of ASSIGNORS, owns all right, title and interest, in and to the Invention. ASSIGNORS, as consideration for their employment with XIRRUS, agreed to execute all the necessary documents in order to perfect and confirm XIRRUS's ownership in any inventions created or developed by ASSIGNORS during their employment with XIRRUS.

1.3 For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the ASSIGNORS are executing their Assignment in order to confirm XIRRUS's ownership to and formally transfer to XIRRUS all right, title and interest in and to, the Invention and all Letters Patent which may be granted from the Invention in the United States or any foreign country.

#### 2.0 Assignment

2.1 ASSIGNORS sell, assign and transfer to XIRRUS, effective as of the Effective Date first set forth above, the full and exclusive right, title and interest in and to the Invention and all Letters Patent which may be granted from the Invention in the United States, including any continuation, division, renewal, substitute or reissue thereof for the full term or terms for which the patents may be granted.

2.2 ASSIGNORS also assign all of their right, title and interest in and to the Invention in all foreign countries, including the right to apply for a patent in any foreign country and the right to all current and further applications for patents for the Invention, including the right to claim International Convention priority.

2.3 ASSIGNORS further transfer and assign to XIRRUS all causes of action, rights, and remedies arising under any such patent or application prior to or after the Effective Date of their Agreement.

2.4 ASSIGNORS hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with their assignment and sale.

2.5 ASSIGNORS further covenant that, upon XIRRUS's request, ASSIGNORS will promptly provide XIRRUS with all pertinent facts and documents relating to the Invention, and patents or patent applications as may be known and accessible to ASSIGNORS and ASSIGNORS will testify as to the same in any interference or litigation related to the Invention or any patent or patent application related thereto and will promptly execute and deliver to XIRRUS or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain and enforce the Invention and any patents or patent application relating to the Invention as may be reasonably necessary or desirable.

The terms, covenants and provisions of their Assignment shall inure to the benefit of XIRRUS, its successors, assigns and other legal representatives, and shall be binding upon ASSIGNORS, their heirs, legal representatives and assignees.

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Date

5/13/08

Date

Dirk Ion Gates

PATENT

REEL: 020942 FRAME: 0887

ames Kirk Mathews

Serial No. PCT/US2006/008698

**RECORDED: 05/13/2008** 

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