

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Patent Assignment and Co-Ownership Agreement

CONVEYING PARTY DATA

Name	Execution Date
Paxonet Communications, Inc.	04/24/2003

RECEIVING PARTY DATA

Name:	Paxonet Communications, Inc.
Street Address:	4046 Clipper Court
City:	Fremont
State/Country:	CALIFORNIA
Postal Code:	94538

Name:	Raza Microelectronics, Inc.
Street Address:	3080 North First Street
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95134

PROPERTY NUMBERS Total: 7

Property Type	Number
Patent Number:	7206323
Patent Number:	6349098
Patent Number:	7002916
Patent Number:	6198723
Patent Number:	7002978
Patent Number:	6229812
Patent Number:	6069893

CORRESPONDENCE DATA

Fax Number: (866)413-4994

500595090

PATENT  
REEL: 021243 FRAME: 0633

CH \$280.00 7206323

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: (732) 345-6603  
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Address Line 4: Red Bank, NEW JERSEY 07701

ATTORNEY DOCKET NUMBER:	PAXONET PATENTS
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NAME OF SUBMITTER:	Patricia Dailey
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**Total Attachments: 8**

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**PATENT ASSIGNMENT AND CO-OWNERSHIP AGREEMENT**

**BETWEEN**

**RAZA MICROELECTRONICS, INC.**

**AND**

**PAXONET COMMUNICATIONS, INC.**

**April 24, 2003**

## Patent Assignment and Co-Ownership Agreement

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**PATENT ASSIGNMENT AND CO-OWNERSHIP AGREEMENT**

THIS PATENT ASSIGNMENT AND CO-OWNERSHIP AGREEMENT ("Agreement") is made and entered into as of this 24th day of April, 2003 ("Effective Date") by and between:

- (1) Raza Microelectronics, Inc., a Delaware corporation having its registered head office at 3080 North First Street, San Jose, CA 95134 ("RMI"), and
- (2) Paxonet Communications, Inc., a Delaware corporation having its principal place of business at 4046 Clipper Court, Fremont, CA 94538, USA, on its own behalf and on behalf of its subsidiary Paxonet Communications (India) Pvt. Ltd. (collectively, "Paxonet").

**WITNESSETH:**

WHEREAS, RMI is engaged, inter alia, in the design, development, manufacture and sale of various communications semiconductor products; and

WHEREAS, Paxonet is engaged in the design and development of certain products related to communications subsystems and owns the technology related to such products; and

WHEREAS, RMI and Paxonet have entered into that certain License and Development Agreement dated as of February 21, 2003 (the "License Agreement"), pursuant to which RMI acquired license rights to certain Paxonet technology and engaged Paxonet to assist in a microchip development project for RMI; and

WHEREAS, in order to materially assist Paxonet in fulfilling its obligations to RMI under the License Agreement, and to strengthen RMI's intellectual property rights with respect to its products, Paxonet is willing to assign to RMI, and RMI desires to obtain, co-ownership rights in and to certain of Paxonet's existing patents and patent applications and the parties desire to co-develop certain additional patents relating thereto;

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties contained herein, the parties hereby agree as follows:

**1. DEFINITIONS**

When used throughout this Agreement, each of the following terms shall have the meaning indicated below:

**1.1. Assigned Patents**

Assigned Patents shall mean, individually and collectively, (a) each of the following patents duly and legally issued to Paxonet (or its predecessor CoreEI Microsystems, Inc.) by the United States Patent and Trademark Office: (i) Patent Number 6,349,098 entitled "Method and apparatus for forming a virtual circuit"; (ii) Patent Number 6,229,812 entitled "Scheduling techniques for data cells in a data switch"; (iii) Patent Number 6,198,723 entitled "Asynchronous transfer mode traffic shapers"; and (iv) Patent Number 6,069,893 entitled "Asynchronous transfer mode switching architectures having connection buffers"; and (b) each of the patent applications pending on the Effective Date which were previously filed by Paxonet with the United States Patent and Trademark Office and are listed on Exhibit A attached hereto and each resulting patent that may issue from such applications.

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**1.2. Additional Patents**

Additional Patents shall mean (i) all patent applications and patents that constitute improvements, continuations, divisions, or continuations-in-part of the Assigned Patents; and (ii) all future patent applications and patents with respect to which the claimed invention both substantially relates to the subject matter in the Assigned Patents and cites one or more of the Assigned Patents. Notwithstanding the foregoing, it is acknowledged and agreed that each of RMI and Paxonet intend to independently develop, file and prosecute patent applications and obtain patents in the future where the claimed invention does not substantially relate to the subject matter in the Assigned Patents, and that such patent applications and patents are expressly excluded from the definition of Additional Patents hereunder.

**1.3. Change of Control**

Change of Control shall mean (i) any consolidation or merger of a party hereto with or into any other corporation or other entity or person, or any other corporate reorganization, in which the stockholders of such party immediately prior to such consolidation, merger or reorganization, own less than 50% of the surviving entity's voting power immediately after such consolidation, merger or reorganization, or any transaction or series of related transactions involving such party in which in excess of fifty percent (50%) of the party's voting power is transferred, excluding any consolidation or merger effected exclusively to change the domicile of such party, or (ii) any sale, lease or other disposition of all or substantially all of the assets of such party related to the Assigned Patents and Additional Patents.

**1.4. Confidential Information**

Confidential Information shall mean all non-public Technical Information, and all trade secret, know-how and other non-public information which are labeled as "confidential" and are disclosed in any written or recorded form in the course of implementation of this Agreement, or, if disclosed orally, are identified as being confidential at the time of disclosure and confirmed in a writing delivered to the recipient within thirty (30) days of such disclosure.

**1.5. Expense Allocation**

Expense Allocation shall mean that the applicable reasonable third party costs and expenses shall be borne (i) 50% by RMI and 50% by Paxonet, until such time as the aggregate amount of all such costs and expenses reaches \$50,000 and (ii) thereafter, 75% by RMI and 25% by Paxonet.

**1.6. Intellectual Property Rights**

Intellectual Property Rights shall mean any and all rights arising from the ownership and/or possession of patents, patent applications, copyrights, trade secrets, proprietary or confidential information and data, inventions (whether patented or not), and all other intellectual property of any type under the laws of any country throughout the world.

**1.7. Project**

Project shall mean Paxonet's and RMI's joint efforts to develop, file, prosecute and obtain Additional Patents, including the respective responsibilities of the parties for providing any personnel, materials, equipment, data, or programs required for the Project, as updated and modified by the mutual agreement of the parties from time to time during the term of this Agreement.

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**1.8. Technical Information**

Technical Information shall mean any and all documentation and other information, written or otherwise, provided to RMI by Paxonet describing the Assigned Patents or provided by each party to the other describing the Additional Patents, and any updated, improved or modified versions of such materials, in published written form, on magnetic media or communicated by electronic means.

**2. ASSIGNMENT AND CO-OWNERSHIP RIGHTS****2.1. Assignment of Assigned Patents**

Paxonet agrees to and hereby does assign all right, title and interest in and to the Assigned Patents, jointly to RMI and Paxonet, the same to be jointly owned in equal and undivided interests by RMI and Paxonet.

**2.2. Co-Ownership of Additional Patents**

All Additional Patents, conceived of, discovered, filed, prosecuted, or obtained under this Agreement shall be jointly owned in equal and undivided interests by RMI and Paxonet.

**2.3. Procedures**

With respect to the foregoing grant of rights in and to the Assigned Patents and Additional Patents (individually and collectively, the "Joint Property"), each party agrees to (a) execute any and all documents and make all assignments necessary to effectuate such equal and undivided interests in and to the Joint Property, and (b) provide to the other party any and all Technical Information relating to the Joint Property as may be reasonably requested by such other party to assist it in exercising its rights under and in carrying out the terms and provisions of this Agreement. With respect to Assigned Patents that are the subject of pending applications, RMI will use commercially reasonable efforts to cooperate with Paxonet with respect to preparing and filing any documents necessary to successfully prosecute such applications to completion. The reasonable third party costs and expenses incurred subsequent to the Effective Date in prosecuting such applications to completion, and the reasonable third party costs and expenses of thereafter maintaining the Assigned Patents shall be shared by RMI and by Paxonet pursuant to the Expense Allocation, provided that the parties use a single patent counsel reasonably satisfactory to RMI.

**2.4. Rights of Co-Ownership**

Subject to each of the restrictions set forth in Section 2.5 below and elsewhere in this Agreement, each of Paxonet and RMI shall have the right to freely use, exploit, protect, maintain, license, transfer and enforce its rights to the Joint Property. Without limiting the foregoing, each of RMI and Paxonet shall have the independent right, exercisable in its sole discretion (a) to sue third parties, other than those parties that are existing licensees of the Assigned Patents on or before the Effective Date, for infringement of any and all of the Assigned Patents and Additional Patents, (b) to commence any and all other lawsuits or legal proceedings for declaratory judgement, equitable or injunctive relief or other remedies with respect to the ownership, validity and enforceability of the Assigned Patents and Additional Patents, as the case may be, and (c) to license, sell or assign such party's rights in and to the Assigned Patents and Additional Patents, as the case may be, including without limitation in connection with the prosecution, defense, settlement or other resolution of any such lawsuits or legal proceedings. Unless otherwise agreed, the rights of each party under this Section 2.4 shall be free from

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payment of royalty or accounting to the other party, and each party hereby forever waives and releases any right each has or will have in the future to require any accounting, sharing or payment of profits from the other in connection with the Joint Property.

**2.5. Restrictions**

The rights of each of Paxonet and RMI set forth in Section 2.4 above shall be subject to the following restrictions, limitations and covenants:

- a) If a party provides written notice to the other party that such party has contacted a potential third party licensee or transferee of any of the Joint Property with the intent of licensing such Joint Property to such third party, the receiving party shall not (and shall not seek to) independently license, sell or transfer such Joint Property (or any Intellectual Property Rights directly relating to such Joint Property) to such potential licensee or transferee for a period of ninety (90) days, which may be extended up to two (2) additional ninety (90) day periods on additional notices. Notwithstanding the foregoing, the receiving party may transfer and license designs or sell products to such third party which include a limited license to the Joint Property but only to the extent necessary for such third party to be able to exploit such design or to distribute or use such product.
- b) If a party provides written notice to the other party that such party has commenced or threatened in writing to commence litigation or other legal proceedings against a third party with respect to the Joint Property or is the object of litigation or other legal proceedings commenced or threatened in writing by a third party with respect to such party's Intellectual Property Rights (whether or not related to the Joint Property), then the receiving party shall not (and shall not seek to) independently license, sell or transfer any of the Joint Property (or any Intellectual Property Rights directly relating to such Joint Property) to the third party until the conclusion of the litigation or other legal proceeding. The negative covenant set forth in the preceding sentence shall expire upon the final adjudication or settlement of such litigation or, with respect to threatened litigation, ninety (90) days following the date of the notice to the receiving party describing the threatened litigation, which ninety (90) day period may be extended up to three (3) times on additional notices. Paxonet and RMI acknowledge that TranSwitch Corporation ("TranSwitch") has commenced litigation against Paxonet with respect to Paxonet's Intellectual Property Rights and that, accordingly, RMI shall not seek to independently license, sell, or transfer any of the Joint Property (or any Intellectual Property Rights directly related to such Joint Property) to TranSwitch until the conclusion of such litigation.
- c) Neither party may interfere with a license, transfer, or sale agreement granted or entered into by the other party with respect to the Joint Property or with litigation or other legal proceedings instituted or defended against by the other party relating to the Joint Property.
- d) Neither party may license, transfer or sell (or seek to license, transfer or sell) any of the Joint Property to any third party that the other party hereto has previously identified to such party in writing as a direct competitor of the other party. Notwithstanding the foregoing, subject to each party's compliance with Subsections (a), (b) and (c) above, nothing in this Subsection (d) is intended to, nor shall it, restrict or prohibit Paxonet or RMI from (i) licensing all or any portion of the Joint Property to a third party that is a bona fide purchaser of Paxonet or RMI products, respectively, or that is a client of Paxonet design and development services or RMI design and development services, respectively, in each case in connection with the license to such purchaser or client of related Paxonet or RMI Intellectual Property

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Rights, respectively, or (ii) transferring or selling all or any portion of the Joint Property to a third party that is a bona fide acquiror of Paxonet or RMI in a Change of Control transaction.

- e) Neither party may (i) assign, sell or transfer any of the Joint Property to any third party (other than by grant of a non-exclusive license) unless such assignment, sale or transfer does not violate any of the other restrictions set forth above in this Section 2.5, and the assignee, purchaser or transferee agrees to be bound by each of the restrictions set forth above in this Section 2.5, or (ii) license any of the Joint Property to any third party unless such license does not violate any of the other restrictions set forth above in this Section 2.5 and is by its express terms non-exclusive and non-sublicensable (other than to subsidiaries and affiliates of the licensee).
- f) Neither party may assign, sell, or transfer an ownership interest in the Joint Property unless such party assigns, sells, and transfers all of such party's ownership interest in such Joint Property (but such party may retain a non-exclusive non-sublicensable license to such Joint Property), and such assignment, sale or transfer does not violate any of the other restrictions set forth above in this Section 2.5.

Notwithstanding the foregoing, nothing herein shall prohibit the parties from cooperating with one another to jointly license, transfer or sell or to enforce their rights in any of the Joint Property and to share in the license fees, purchase price or damage award subject to a subsequent agreement.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective corporate names by their duly authorized representatives on the date written below.

RAZA MICROELECTRONICS, INC.

By: William CaraccioName: L-William CaraccioTitle: VPDate: 4/28/03

PAXONET COMMUNICATIONS, INC.

By: Chetan V SanghviName: Chetan V SanghviTitle: CEODate: 4/28/2003Acknowledged and Agreed:PAXONET COMMUNICATIONS  
(INDIA) PVT. LTD.By: Chetan V SanghviName: Chetan V SanghviTitle: DirectorDate: 4/28/2003

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## EXHIBIT A

U.S. Patent Cases									
Case Number	Serial Number	Filing Date	Status	Patent No.	Date Issued Or Abandoned	Case - Title	PCT - Case Number	Status	Inventor
COREP001	08/959,056	10/28/1997	Issued	6,069,893	5/30/2000	ASYNCHRONOUS TRANSFER MODE SWITCHING ARCHITECTURES HAVING CONNECTION BUFFERS			PARRUCK
COREP001+	60/029,652	10/28/1998	Converted			ASYNCHRONOUS TRANSFER MODE SWITCHING ARCHITECTURES HAVING CONNECTION BUFFERS	COREP001.P	Done	PARRUCK
COREP002	08/872,530	6/11/1997	Issued	6,229,812	5/8/2001	SCHEDULING TECHNIQUES FOR DATA CELLS IN A DATA SWITCH			PARRUCK
COREP002D	09/780,054	2/9/2001	Pending			SCHEDULING TECHNIQUES FOR DATA CELLS IN A DATA SWITCH			PARRUCK
COREP005	08/080,228	4/14/1998	Issued	6,196,723	3/6/2001	ASYNCHRONOUS TRANSFER MODE TRAFFIC SHAPERS	COREP005.P	Done	PARRUCK
COREP005A	09/753,797	1/2/2001	Pending			ASYNCHRONOUS TRANSFER MODE TRAFFIC SHAPERS			PARRUCK
COREP006	08/082,301	4/17/1998	Issued	6,349,098	2/19/2002	METHOD AND APPRATUS FOR FORMING A VIRTUAL CIRCUIT			PARRUCK
COREP007	10/093,324	3/6/2002	Pending			INTERFACING 622.08 MHz LVDS LINE INTERFACE TO A 77.76 MHz SONET FRAMER			TRIKUTAM
COREP007+	60/273,964	3/6/2001	Converted			INTERFACING 622.08 MHz LVDS LINE INTERFACE TO A 77.76 MHz SONET FRAMER			TRIKUTAM

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RECORDED: 07/17/2008

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