

## PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Wireless Online, Inc.	07/15/2002
RECEIVING PARTY DATA	
Name:	Sherwood Partners, Inc.
Street Address:	101 University Avenue
Internal Address:	Suite 100
City:	Palo Alto
State/Country:	CALIFORNIA
Postal Code:	94301
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12178309
CORRESPONDENCE DATA	
Fax Number:	(312)913-0002
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	docketing@mbhb.com
Correspondent Name:	MCDONNELL BOEHNNEN HULBERT & BERGHOFF LLP
Address Line 1:	300 S Wacker Drive
Address Line 4:	Chicago, ILLINOIS 60606
ATTORNEY DOCKET NUMBER:	07-668-A-CON
NAME OF SUBMITTER:	Thomas J. Loos
Total Attachments: 8 source=07-668_Wireless_Online_to_Sherwood_assn#page1.tif source=07-668_Wireless_Online_to_Sherwood_assn#page2.tif source=07-668_Wireless_Online_to_Sherwood_assn#page3.tif source=07-668_Wireless_Online_to_Sherwood_assn#page4.tif source=07-668_Wireless_Online_to_Sherwood_assn#page5.tif	

CH 12178309 \$40.00

PATENT

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REEL: 021356 FRAME: 0864

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source=07-668\_Wireless\_Online\_to\_Sherwood\_assn#page8.tif

## GENERAL ASSIGNMENT

This Assignment is made this 15 day of 2002, 2002, by Wireless Online, Inc., located at 2880 San Tomas Expressway, California, hereinafter referred to as Assignor, to Sherwood Partners, Inc., a California corporation, hereinafter referred to as Assignee.

WITNESSETH: That Assignor, for and in consideration of the covenants and agreements to be performed by Assignee, as hereinafter contained, and for good and valuable consideration, receipt and sufficiency which are hereby acknowledged, does hereby assign, convey and transfer to Assignee, its successors and assigns, in trust, for the benefit of Assignor's creditors generally, all of the property of Assignor of every kind and nature and wheresoever situated, both real and personal, and any interest or equity therein not exempt from execution, now held by Assignor and which the Assignor is legally entitled to assign, including, but not limited to, all that certain stock of merchandise, equipment, furniture and fixtures, accounts, books, cash on hand, cash in bank, deposits, patents, copyrights, trademarks and trade names and all associated goodwill, source codes, software, and related documentation, insurance policies, and choses in action that are legally assignable, together with the proceeds of any existing non-assignable choses in action that may hereafter be recovered or received by Assignor. Assignor agrees to execute such additional documents as shall be necessary to accomplish the purposes of this Assignment.

This Assignment specifically includes and covers all claims for refund or abatement of all excess taxes heretofore or hereafter assessed against or collected from Assignor by the U.S. Treasury Department or any State, local or other taxing agency, and Assignor agrees to sign and execute power of attorney or such other documents as required to enable Assignee to file and prosecute, compromise and/or settle, all such claims before the Internal Revenue Service, U.S. Treasury Department or any State, local or other taxing agency.

Assignee is to receive said property, and is hereby to sell and dispose of said property with all reasonable diligence upon such terms as it may see fit, and is to pay to creditors of Assignor pro rata, the net proceeds arising from sale and disposal of said property, after deducting all moneys which Assignee pays on account of or for the discharge of any lien on any of said property and any indebtedness which under applicable State or federal law is entitled to priority of payment, and all expenses, including a reasonable fee to Assignee and its attorney and to the attorney, if any, for Assignor. If any dividends to creditors shall remain unclaimed for a period of one year after issuance of the final dividend checks, then the same shall be distributed in accordance with the provisions of the previous sentence.

Assignee is also authorized and empowered to appoint and compensate such agents, field representatives and/or attorneys and/or accountants as it may deem necessary, and such agents and/or field representatives shall have full power and authority to open bank accounts in the name of Assignee or its nominees or agents and to deposit assigned assets or the proceeds thereof in such bank with the further power and authority to do such other acts and to execute such papers and documents in connection with this Assignment as Assignee may consider necessary or advisable.

Assignor acknowledges that certain of the assets being assigned under this General Assignment may be subject to restrictions on the use or transfer of such assets, the unauthorized use or transfer of which may result in further damages or claims. Such assets may include, without limitation, intellectual property rights of the Assignor (e.g., trade names, service names, registered and unregistered trademarks and service marks and logos; internet domain names; patents, patent rights and applications therefor, copyrights and registrations and applications therefor; software and source code (and software licenses with respect thereto); customer lists and customer information; know-how, trade secrets, inventions, discoveries, concepts, ideas, methods, processes, designs, formulae, technical data, drawings, specifications, data bases and other proprietary information.

Assignor authorizes the forwarding of its mail by the U.S. Postal Service as directed by Assignee.

Assignee covenants that it shall comply with all applicable State and federal statutes, rules and regulations in the execution and satisfaction of its duties and obligations relating to this Assignment.

This Assignment shall be governed by the laws of the State of California.

This Assignment may be executed in counterparts, each of which when so delivered shall be deemed an original, but all such counterparts taken together shall constitute one and the same instrument.

Assignee hereby accepts the trusts created by this Assignment and covenants with Assignor that Assignee shall faithfully and properly carry out the terms of this trust.

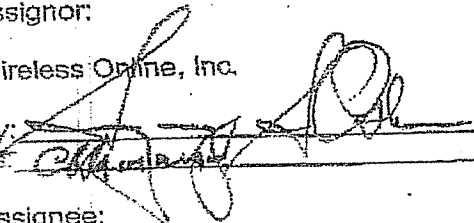

IN WITNESS WHEREOF the parties hereunder set their hands the day and year first above written.

Assignor's Tax I.D. Numbers:

Federal # 77-0413641  
State # 425-1397-8

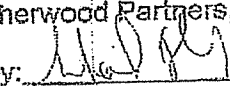
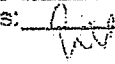
Assignor:

Wireless Online, Inc.

By:   
Its: 

Assignee:

Sherwood Partners, Inc.

By:   
Its: 

## Attachment A

**PLEASE RECORD ONLY THE FOLLOWING ASSIGNMENTS:**

Patent/Application No.	Issue/Filing Date	Title
5,784,031	7/21/1998	Versatile Antenna Array for Multiple Pencil Beams and Efficient Beam Combinations
5,953,639	9/14/1999	Multi-Beam Encoding System for Two-Way Paging
5,956,621	9/21/1999	Method of Adapting Omnidirectional Synchronous Wireless Communications to Sectorial Environments
6,016,421	1/18/2000	Conflict Resolution In A Multi-Beam Multi-Site Paging System
6,097,931	8/1/2000	Two-Way Paging Uplink Infrastructure
6,112,057	8/29/2000	Conflict Resolution In A Multi-Beam Multi-Site Paging System
6,128,472	10/3/2000	Expanding a Two-Way Paging System for High Inbound Traffic From Stationary Sites
6,366,195	4/2/2002	Power Control in Two-Way Paging Systems
10/124,522	4/16/2002	Method and Apparatus for Collecting Information for Use in a Smart Antenna System
10/124,541	4/16/2002	Method and Apparatus for Beam Selection in a Smart Antenna System
10/124,536	4/16/2002	Method and Apparatus for Synchronizing a Smart Antenna Apparatus with a Base Station Receiver
10/124,540	4/16/2002	Smart Antenna System and Method
139077 (Israel)	10/16/2000	Method and System for Reducing Cell Interference
139078 (Israel)	10/16/2000	Method and System for Calibrating Antenna Towers to Reduce Cell Interference
10/006,057	12/6/2001	Transmitting and Receiving Signals in a Multiple Antenna System
0003636.9 (Great Britain)	8/19/1998	Two Way Paging Upline Infrastructure
510225/00 (Japan)	8/19/1998	Two Way Paging Upline Infrastructure
10/114,667	4/1/2002	Power Control in Two-Way Paging Systems

# EXHIBIT A

## Patent Assignment

For good and valuable consideration, the receipt of which is hereby acknowledged, Sherwood Partners,, Inc., a California corporation, having offices at 101 University Avenue, Suite 100, Palo Alto, CA 94301 ("Assignor"), does hereby sell, assign, transfer and convey unto Faulkner Interstices LLC a Delaware limited liability company, having an office at 171 Main St. #271, Los Altos, CA 94022 ("Assignee") or its designees, all of Assignor's right, title and interest in and to the patent applications and patents listed below, any patents issuing on any patent applications listed below, the inventions disclosed in any of the foregoing, any and all counterpart United States, international and foreign patents, applications and certificates of invention based upon or covering any portion of the foregoing and all reissues, divisionals, renewals, extensions, provisionals, continuations and continuations-in-part of any of the foregoing (collectively "Patent Rights"):

Patent/ Application No.	Title	Filing Date	Reference #
US5784031	Versatile antenna array for multiple pencil beams and efficient beam combinations	2/28/1997	017994-000200US (Townsend)
US5953639	Multi-Beam Encoding System for Two-Way Paging	5/22/1997	017994-000600US (Townsend)
US5956621	Method of Adapting Omnidirectional Synchronous Wireless Communications to Sectorial Environments	5/22/1997	017994-000300US (Townsend)
US6016421	Conflict resolution in a multi-beam multi-site paging system	11/17/1997	017994-000900US (Townsend)
US6097931	Two-way paging uplink infrastructure	11/17/1997	017994-000800US (Townsend)
US6112057	Conflict resolution in a multi-beam multi-site paging system	1/8/1999	017994-000910US (Townsend)
US6128472	Expanding a two-way paging system for high inbound traffic from stationary sites	6/15/1998	017994-001100US (Townsend)
US6366195 B1	Power Control in Two-Way Paging Systems	3/13/1998	017994-001000US (Townsend)
10/124,522	Method and Apparatus for Collecting Information for Use in a Smart Antenna System	4/16/2002	067056.0151

[DSK\AGT\482695.1 5/24/04 (10:53 AM)]

Patent/ Application No.	Title	Filing Date	Reference #
10/124,541	Method and Apparatus for Beam Selection in a Smart Antenna System	4/16/2002	067056.0152
10/124,536	Method & Apparatus for Synchronizing a Smart Antenna Apparatus with a Base Station Receiver	4/16/2002	067056.0135
10/124,540	Smart Antenna System and Method	4/16/2002	067056.0149
139077 (Israeli)	Method and System for Reducing Cell Interference	10/16/2000	067056.0123
139078 (Israeli)	Method and System for Calibrating Antenna Towers to Reduce Cell Interference	10/16/2000	067056.0124
PCT/US01/31241	Method and System for Calibrating Antenna Towers to Reduce Cell Interference	10/4/2001	067056.0145
PCT/US01/31340	Method and System for Reducing Cell Interference	10/4/2001	067056.0146
10/006,057	Transmitting and Receiving Signals in a Multiple Antenna System	12/6/2001	067056.0132
09/907,149	Method and System for Reducing Cell Interference	7/16/2001	067056.0105
09/528,458	Method and System for Detecting Signals	3/17/2000	067056.0103
09/907,143	Method and System for Calibrating Antenna Towers to Reduce Cell Interference	7/16/2001	067056.0108
PCT/US01/08039	Method and System for Detecting Signals With Multiple Antennas	5/13/2001	067056.0126
09/193,190	Dynamic Allocation of Paging Receivers	11/17/1998	017994-001300US (Townsend)
PCT/US98/10560	Method and Apparatus for Adapting Omnidirectional Synchronous Wireless Communications Protocol to Sectorial Environments	5/21/1998	017994-000300PC (Townsend)
0003636.9	Two Way Paging Upline Infrastructure	8/19/1998	017994-000800GB (Townsend)
510225/00	Two Way Paging Upline Infrastructure	8/19/1998	017994-000800JP (Townsend)
PCT/US98/10640	Multi-Channel Multi-Beam Encoding System	5/21/1998	017994-000600PC (Townsend)

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Patent/ Application No.	Title	Filing Date	Reference #
10/114,667	Power Control in Two-Way Paging Systems	4/1/2002	017994- 001010US (Townsend)
09/312,813	Reduction of Transmission Power by Packet Repetition	5/17/1999	017994- 001200US (Townsend)
PCT/US98/17224	Two-way paging uplink infrastructure	8/19/1998	017994- 000800PC (Townsend)
PCT/US98/23533	Conflict resolution in a multi-beam multi-site paging system	11/4/1998	017994- 000900PC (Townsend)
PCT/US98/03751	Versatile Antenna Array for Multiple Pencil Beam and Efficient Beam Combinations	2/24/1998	017994- 000200PC (Townsend)

Assignor represents, warrants and covenants 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 shall indemnify and hold harmless Assignee for any breach of the foregoing.

Assignor further agrees to and hereby does sell, assign, transfer and convey unto Assignee all 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, 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.

Assignor will, at the reasonable request of Assignee and without demanding any further consideration therefor, do all things necessary, proper, or advisable, including without limitation the execution, acknowledgment and recordation of specific assignments, oaths, declarations and other documents on a country-by-country basis, to assist Assignee in obtaining, perfecting, sustaining, and/or enforcing the Patent Rights. Such assistance shall include providing, and obtaining from the respective inventors, prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, powers of attorney, specifications, declarations or other papers and other assistance reasonably necessary for filing patent applications, complying with any duty of disclosure, and conducting prosecution, reexamination, reissue, interference or other priority proceedings, opposition proceedings, cancellation proceedings, public use proceedings, infringement or other court actions and the like with respect to the Patent Rights.

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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 Provo  
on May 28, 2004

ASSIGNOR

By:



Name:

MICHAEL A. MAYO

Title:

Pres

(Notarization Required)

[REDACTED] 5/24/04 (10:55 AM)

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SANTA CLARA } ss.On MAY 28, 2004

before me,

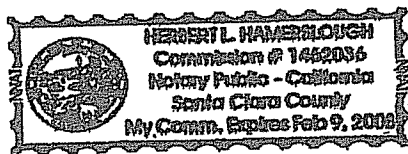
HERBERT L. HAMERSLOUGH Notary Public

Name and Title of Officer (e.g., Jane Doe, Notary Public)

personally appeared

MICHAEL MAJOT

Name(s) of Signer(s)

☒ personally known to me☐ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

## Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

## Capacity(ies) Claimed by Signer

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney-in-Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

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