# PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the incorrect assignment of U.S. Patent Application No. 09/713,319 to Soar S.K., Limited Liability Company previously recorded on Reel 019000 Frame 0341. Assignor(s) hereby confirms the assignment of U.S. Patent Application No. 09/713,319 to Nortel Networks Limited, recorded at Reel 011287/Frame 0903.

#### **CONVEYING PARTY DATA**

Name	Execution Date
Soar S.K., Limited Liability Company	08/28/2008

#### **RECEIVING PARTY DATA**

Name:	Nortel Networks Limited	
Street Address:	Norld Trade Center of Montreal - 8th Floor	
Internal Address:	380 St. Antoine Street West	
City:	Montreal, Quebec	
State/Country:	CANADA	
Postal Code:	H2Y 3Y4	

#### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	09713319

## **CORRESPONDENCE DATA**

Fax Number: (202)293-6229

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

Phone: 202-331-7111 Email: jgluck@cblh.com

Correspondent Name: Connolly Bove Lodge & Hutz LLP
Address Line 1: 1875 Eye Street NW, Suite 1100

Address Line 4: Washington, DISTRICT OF COLUMBIA 20006

ATTORNEY DOCKET NUMBER:	27592-00250
NAME OF SUBMITTER:	Jeffrey W. Gluck

PATENT REEL: 021456 FRAME: 0055

500633287

Total Attachments: 24 source=CorrAsst#page1.tif source=CorrAsst#page2.tif source=CorrAsst#page3.tif source=CorrAsst#page4.tif source=CorrAsst#page5.tif source=CorrAsst#page6.tif source=CorrAsst#page7.tif source=CorrAsst#page8.tif source=CorrAsst#page9.tif source=CorrAsst#page10.tif source=CorrAsst#page11.tif source=CorrAsst#page12.tif source=CorrAsst#page13.tif source=CorrAsst#page14.tif source=CorrAsst#page15.tif source=CorrAsst#page16.tif source=CorrAsst#page17.tif source=CorrAsst#page18.tif source=CorrAsst#page19.tif source=CorrAsst#page20.tif source=CorrAsst#page21.tif source=CorrAsst#page22.tif source=CorrAsst#page23.tif source=CorrAsst#page24.tif

TO: CONNOLLY BOVE LODGE & HUTZ LLP COMPANY: 1990 M STREET NW, SUITE 800

### PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

USPTO

03/13/2007 500238480

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
CynTrust Communications, Inc.	08/25/2006

### **RECEIVING PARTY DATA**

Name:	Soar S.K., Limited Liability Company	
Street Address:	2711 Centerville Road	
City:	Wilmington	
State/Country:	DELAWARE	
Postal Code:	19808	

#### PROPERTY NUMBERS Total: 17

Property Type	Number
Patent Number:	6252910
Patent Number:	6856652
Patent Number:	6445930
Patent Number:	6628728
Application Number:	10657904
Patent Number:	6697439
Patent Number:	6704353
Patent Number:	6744746
Patent Number:	6917657
Patent Number:	6925134
Patent Number:	6985531
Patent Number:	6996188
Patent Number:	7012981
Patent Number:	7027498
Application Number:	09597002

PATENT REEL: 021456 FRAME: 0057

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USPTO 3/14/2007 9:51:53 PM PAGE 6/006 Fax Server TO:CONNOLLY BOVE LODGE & HUTZ LLP COMPANY:1990 M STREET NW, SUITE 800

Application Number:	09	659238	
Application Number:	09	713319	
CORRESPONDENCE DATA			
Fax Number:	(202)293-6229		
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Phone:	202331711		
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Address Line 4: Washington, DISTRICT OF COLUMBIA 200363425			
ATTORNEY DOCKET NUMBER: 27		27592-00160	
NAME OF SUBMITTER:		Jeffrey W. Gluck	
Total Attachments: 5 source=CynTrust Exh B#page1.tif source=CynTrust Exh B#page2.tif source=CynTrust Exh B#page3.tif source=CynTrust Exh B#page4.tif source=CynTrust Exh B#page5.tif			

### ASSIGNMENT OF PATENT RIGHTS

For good and valuable consideration, the receipt of which is hereby acknowledged, CynTrust Communications, Inc., a Delaware corporation, with an office at LD24, 13455 Noel Road, Suite 1670, Dallas, Texas 75240, ("Assignor"), does hereby sell, assign, transfer, and convey unto Soar S.K., Limited Liability Company, a Delaware limited liability company, with an office at 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808 ("Assignee"), or its designees, all right, title, and interest that exist today and may exist in the future in and to any and all of the following (collectively, the "Patent Rights"):

- (a) the provisional patent applications, patent applications and patents listed in the table below (the "Patents");
- (b) all patents and patent applications (i) to which any of the Patents directly or indirectly claims priority, (ii) for which any of the Patents directly or indirectly forms a basis for priority, and/or (iii) that directly or indirectly incorporate by reference the Patents or are directly or indirectly incorporated by reference by the Patents;
- (c) all reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, divisions, registrations of any item in any of the foregoing categories (a) and (b);
- (d) all foreign patents, patent applications, and counterparts relating to any item in any of the foregoing categories (a) through (c), including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants or issuances;
- (e) all items in any of the foregoing in categories (b) through (d), whether or not expressly listed as Patents below and whether or not claims in any of the foregoing have been rejected, withdrawn, cancelled, or the like;
- (f) all inventions, invention disclosures, and discoveries described in any item in any of the foregoing categories (a) through (e) and all other rights arising out of such inventions, invention disclosures, and discoveries;
- all rights to apply in any or all countries of the world for patents, certificates of invention, utility models, industrial design protections, design patent protections, or other governmental grants or issuances of any type related to any item in any of the foregoing categories (a) through (f), 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;
- (h) all causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, any of the

Patents and/or any item in any of the foregoing categories (b) through (g), including, without limitation, all causes of action and other enforcement rights for

- (i) damages,
- (ii) injunctive relief, and
- (iii) any other remedies of any kind

for past, current, and future infringement; and

(i) all rights to collect royalties and other payments under or on account of any of the Patents and/or any item in any of the foregoing categories (b) through (h).

Application No. Country Filing Date	Title of Patent and First Named Inventor
6,252,910 US 4/21/1999	Bandwidth Efficient QAM on a TDM-FDM System for
	Wireless Communications - West et al.
01108266.9 Hong 11/10/1999	Bandwidth Efficient QAM on a TDM-FDM System for
Kong	Wireless Communications - West et al.
200-7014881 Japan 11/10/1999	Bandwidth Efficient QAM on a TDM-FDM System for
	Wireless Communications - West et al.
2001-34537 Korea 11/10/1999	Bandwidth Efficient QAM on a TDM-FDM System for
	Wireless Communications - West et al.
TW19990119517 Taiwan 11/9/1999	Bandwidth Efficient QAM on a TDM-FDM System for
	Wireless Communications - West et al.
CN19990815548 China 11/10/1999	Bandwidth Efficient QAM on a TDM-FDM System for
	Wireless Communications - West et al.
6,856,652 US 05/24/2001	Bandwidth Efficient QAM on a TDM-FDM System for
	Wireless Communications - West et al.
AU0018170/00 AU 11/10/1999	Bandwidth Efficient QAM on a TDM-FDM System for
	Wireless Communications - West et al.
6,445,930 US 4/21/1999	Power Control System and Method for Use with Wireless
	Communications System - Bartelme et al.
AU0046456/00 AU 04/18/2000	Power Control System and Method for Use with Wireless
	Communications System - Bartelme et al.
6,628,728 US 4/28/1999	Nyquist Filter and Method - McCarty et al.
AU0044631/00 Australia 04/18/2000	Nyquist Filter and Method - McCarty et al.
CN20000800686 China 04/18/2000	Nyquist Filter and Method - McCarty et al.
89107514 Taiwan	Nyquist Filter and Method - McCarty et al.
IL140635D0 Israel 04/18/2000	Nyquist Filter and Method - McCarty et al.
JP12-614621 Japan 04/18/2000	Nyquist Filter and Method - McCarty et al.
2000714881 Korea 04/18/2000	Nyquist Filter and Method - McCarty et al.
10/657,904 US 09/09/2003	Nyquist Filter and Method - McCarty et al.
6,697,439 US 3/23/2000	Carrier Acquisition in a DC/MA System - Trivedi et al.
6,704,353 US 11/29/1999	Method and Apparatus for Tracking the Magnitude of
	Channel Induced Distortion to a Transmitted Signal -
	McCarty et al.
AU0041383/01 AU 11/29/2000	Method and Apparatus for Tracking the Magnitude of
	Channel Induced Distortion to a Transmitted Signal -
	McCarty et al.

Patent or Title of Patent and First Named Inventor Application No. Country Filing Date Method and Apparatus for Tracking the Magnitude of 12/06/2000 TW20000125165 Taiwan Channel Induced Distortion to a Transmitted Signal -McCarty et al. System and Method for Communicating Additional Data in 6,744,746 US 7/31/2000 a Communication System - Bartelme 3/20/2001 Reduced MIPS Pulse Shaping Filter - McCarty US 6,917,657 System and Method for Signal Synchronization in a US 5/1/2000 6,925,134 Communication System - Lo et al. 7/13/2001 Dual Domain Differential Encloder/Decoder - McCarty US 6,985,531 Multiple Sub-Channel Modulation and Demodulation with US 6/25/2001 6,996,188 Arbitrarily Defined Channel Spacing and Sampling Rates -McCoy Method and Apparatus for Improved Data Frame US 4/17/2001 7,012,981 Synchronization in a Low SNR Environment – McCarty US 1/13/2001 Data Adaptive Ramp in a Digital Filter - McCarty 7,027,498 6/20/2000 Multiple Sub-Channel Modulation and Demodulation with 09/597,002 US Arbitrarily Defined Channel Spacing and Sampling Rates -McCoy **PCT** Basing priority on 09/597,002 Australia 6/15/2001 Closed Loop Frequency Control - McCarty 51949/10 01129273.3 China 6/19/2001 Closed Loop Frequency Control – McCarty Closed Loop Frequency Control - McCarty IL143791D 4/21/2002 Israel Closed Loop Frequency Control - McCarty 6/13/2001 2001-178358 Japan Closed Loop Frequency Control - McCarty Korea Closed Loop Frequency Control - McCarty 90114492 Taiwan 09/659,238 US Taiwan

Assignor represents, warrants and covenants that:

US

09/713,319

11/14/2000

(1) Assignor has the full power and authority, and has obtained all third party consents, approvals and/or other authorizations required to enter into this Agreement and to carry out its obligations hereunder, including the assignment of the Patent Rights to Assignee; and

Terminal Equipment Identification System and Method for a Wireless Communications System - Bartelme et al.

(2) Assignor owns, and by this document assigns to Assignee, all right, title, and interest to the Patent Rights, including, without limitation, all right, title, and interest to sue for infringement of the Patent Rights. Assignor has obtained and properly recorded previously executed assignments for the Patent Rights as necessary to fully perfect its rights and title therein in accordance with governing law and regulations in each respective jurisdiction. The Patent Rights are free and clear of all liens, claims, mortgages, security interests or other encumbrances, and restrictions. There are no actions, suits, investigations, claims or proceedings threatened, pending or in progress relating in any way to the Patent Rights. There are no existing contracts, agreements, options, commitments, proposals, bids, offers, or rights with, to, or in any person to acquire any of the Patent Rights.

Assignor hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents, certificates of invention, utility models or other governmental grants or issuances that 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 will 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. With prior written approval by Assignee, Assignee will pay Assignor's reasonable costs and expenses.

The terms and conditions of this Assignment of Patent Rights will inure to the benefit of Assignee, its successors, assigns, and other legal representatives and will be binding upon Assignor, its successors, assigns, and other legal representatives.

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IN WITNESS WHEREOF this Assignment of Patent Rights is executed at \_\_\_\_\_ on August 25, 2006.

### **ASSIGNOR**

CynTrust Communications, Inc.

By:

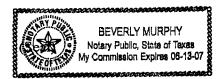
Name: Ram Validi

Title: Chief Executive Officer (Signature MUST be notarized)

STATE OF Jellar ) ss. COUNTY OF Jallar )

On August 35 2006, before me, Benefy Murply
Notary Public in and for said State, personally appeared Ram Velidi known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Nothing in this Bill of Sale and Assignment, express or implied, is intended or shall be construed to confer upon, or to give to, any person, firm, corporation or other entity other than the Grantor, the Grantee, and their respective successors and assigns, any right or remedy under or by reason of this Bill of Sale and Assignment or any term, covenant or condition hereof, and all the terms, covenants, conditions, promises and agreements contained in this Bill of Sale and Assignment shall be for the sole and exclusive benefit of the Grantor, the Grantee and their respective successors and assigns.

The terms and conditions of this Bill of Sale and Assignment shall be governed and construed in accordance with the laws of the State of Texas.

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BILL OF SALE AND ASSIGNMENT = Page 2. v3 Bill of Sale and Assignment (Comspace to CynTrust). DOC

PATENT

**REEL: 021456 FRAME: 0064** 

#### STATE OF TEXAS

# COUNTY OF DALLAS

Before me <u>Dava Holland Notary Rubic</u>, on this day personally appeared Robert Yaquinto, Jr., as Chapter 7 trustee for ComSpace Corporation, a Delaware corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considered therein expressed.

Given under my hand and seal of office this 30th day of May, 2002, A.D.

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A PY PUR	DANA M HOLLAND
/8/ A \6\	NOTARY PUBLIC
問題問	State of Texas
( The second of	Comm. Exp. 09-15-2004
The same of the same of	241.111 Exp. 00 10 2005

By: Sauch Molland
Name: Day M. Holland

Title: Notary Public

My commission expires: 09 15 2004

# CLARIFICATION TO EXHIBIT A OF BILL OF SALE AND ASSIGNMENT

IN THE MATTER OF that certain BILL OF SALE AND ASSIGNMENT, dated May 30, 2002, and issued by the United States Bankruptcy Court for the Northern District of Texas, Dallas Division, pursuant to an order entered on April 23, 2002, under §363 of the US Bankruptcy Code and Rule 6004 of the Federal Rules of Bankruptcy Procedure, consummating a transfer of certain Estate Property from COMPSACE CORPORATION, a Delaware corporation, by and through Robert Yaquinto, Jr., Chapter 7 trustee in Case No. 02-32543 (collectively "Grantor"), to CYNTRUST COMMUNICATIONS, INC., A Delaware corporation ("Grantee").

WHEREAS Grantor did covenant and agree, for the benefit of Grantee, without further consideration, to execute and deliver to Grantee such other instruments and conveyances, transfers, assigns, and to take such other actions as Grantee may reasonable require to more fully and effectively convey said Estate Property to Grantee;

AND WHEREAS Grantee desires of elaborate, clarify and particularly define certain of those items of intellectual property conveyed under Item 36 of Exhibit A to said BILL OF SALE AND ASSIGNMENT, which provided a conveyance of "Full ownership of and rights to all intellectual property (as well as any physical manifestations of the intellectual property) [of] ComSpace. Said intellectual property includes but is not limited to patents, know-how and designs as well as any documentation, test data and laboratory notebooks related to said intellectual property.";

GRANTOR HEREBY agrees and acknowledges that said Item 36 of Exhibit A to said BILL OF SALE AND ASSIGNMENT does include, but is not limited to, all those patents and patent applications itemized in Exhibit B, attached hereto in one or more of several individual property sheets, as well as any and all worldwide, divisional applications, continuation applications, continuation-in-part applications, reissues, renewals, extensions, and counterparts derived or claiming priority therefrom or the benefit of the filing date thereto.

# CLARIFICATION TO EXHIBIT A OF BILL OF SALE AND ASSIGNMENT

Agreed and Acknowledged:

Ü	· ·					
	COMSPACE CO	COMSPACE CORPORATION, a Delaware corporation				
	By: Name: Robert Yaquinto, Jr. Title: Chapter 7 trustee					
	Date: 6/26/	102				
STATE OF TEXAS						
§ COUNTY OF DALLAS						
Robert Yaquinto, Jr., as Corporation, known to me	Chapter 7 trustee for Co to be the person who dged to me that he exc	on this day personally appeared ComSpace Corporation, a Delaware ose name is subscribed to the foregoing ecuted the same for the purposes and				
Given under my h	and and seal of office	e this 26th day of June, 2002,				
N N	NA M HOLLAND IOTARY PUBLIC State of Texas n. Exp. 09-15-2004	By: Ollub. Holland  Title: Notary Public				
My commission expires:	09-15-2004	<del></del>				

# CLARIFICATION TO EXHIBIT A OF BILL OF SALE AND ASSIGNMENT

# Exhibit B

Page 12

US Patent Application:

**RECORDED: 08/28/2008** 

Ргор.	Docket	Title	Filed	Serial No.	Inventor
Patent	CS-2	Terminal Equipment	11/14/00	09/713,319	Bartelme, et
Appl.		Identification System and			al.
• •		Method for a Wireless			
		Communication Systems			

Is hereby incorporated into Item 36 of Exhibit A.

Initials: // Robert Yaquinto, Jr. Chapter 7 Trustee

PATENT

**REEL: 021456 FRAME: 0068**