

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Newbury Networks, Inc.	12/12/2008
RECEIVING PARTY DATA	
Name:	Trapeze Networks, Inc.
Street Address:	5753 W. Las Positas Boulevard
City:	Pleasanton
State/Country:	CALIFORNIA
Postal Code:	94588
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6674403
CORRESPONDENCE DATA	
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NAME OF SUBMITTER:	William F. Ahmann
Total Attachments: 3 source=newbury signed assignment#page1.tif source=newbury signed assignment#page2.tif source=newbury signed assignment#page3.tif	

CH \$40.00 6674403

ASSIGNMENT OF PATENTS

THIS ASSIGNMENT OF PATENTS made as of this 12th day of December, 2008, by Newbury Networks, Inc., a Delaware corporation with its principal place of business at 419 Boylston Street, 4th Floor, Boston, Massachusetts 02116 ("Assignor"), to Trapeze Networks, Inc., a Delaware corporation with its principal place of business at 5753 W. Las Positas Boulevard, Pleasanton, California 94588 ("Assignee").

RECITALS

Assignee and Assignor are parties to an Asset Purchase Agreement dated as of December __, 2008 (the "Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Assets (as defined in the Agreement), including without limitation the patents of Assignor. Pursuant to the Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order more effectively to assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign patents and patent applications, including without limitation, the patents and patent applications listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Patents").

AGREEMENT

NOW, THEREFORE, Assignor, for and in exchange for the payment of the purchase price set forth in the Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Patents, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Patent, whether arising prior to or subsequent to the date of this Assignment of Patents, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Patents not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Patents shall be governed by and construed in accordance with the laws of the State of California without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, the Assignor has caused its duly authorized officer to execute this Assignment of Patents as of the date first above written.

NEWBURY NETWORKS, INC., a Delaware corporation

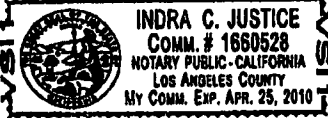
By: [Signature]
Its: Director

STATE OF California)
COUNTY OF Los Angeles) ss

On 12/12/08, before me, Indra C. Justice, a Notary Public, personally appeared Harold F. Enright, Jr., personally known to me who 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 capacit(-y/-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.

I certify under PENALTY OF PERJURY under the laws of the State of that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

<u>Indra C. Justice</u>	
Notary Public	

Schedule A

Registered Patents

U.S. Patent # 6,674,403: "Position detection and location tracking in a wireless network."

Inventors: Matthew Gray, Jeffrey Peden, Yonald Chery

Assignee: Newbury Networks, Inc.

Appl. No.: 10/235,338

Filed: September 5, 2002

Pending Patent Applications

Patent Application: "Method and apparatus for controlling wireless network access privileges based on wireless client location."

Inventors: Jeffrey Peden, Matthew Gray, Coleman Parker

Assignee: Newbury Networks, Inc.

Appl. No.: 11/094,987

Filed: March 31, 2005