

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Intellect Capital Ventures L.L.C.	07/25/2003
RECEIVING PARTY DATA	
Name:	AirIP Corporation
Street Address:	2275 E. Bayshore Road
Internal Address:	Suite 150
City:	Palo Alto
State/Country:	CALIFORNIA
Postal Code:	94303
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	11011990
Application Number:	12428940
CORRESPONDENCE DATA	
Fax Number:	(512)853-8801
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	5128538800
Email:	cacker@intprop.com
Correspondent Name:	Meyertons, Hood, Kivlin, Kowert & Goetzel
Address Line 1:	700 Lavaca
Address Line 2:	Suite 800
Address Line 4:	Austin, TEXAS 78701
ATTORNEY DOCKET NUMBER:	6057-58900
NAME OF SUBMITTER:	Dean M. Munyon
Total Attachments: 4 source=ICV to AirIP#page1.tif	

CH \$80.00 11011990

501013216

PATENT
REEL: 023505 FRAME: 0850

source=ICV to AirlP#page2.tif
source=ICV to AirlP#page3.tif
source=ICV to AirlP#page4.tif

INTELLECT CAPITAL VENTURES L.L.C.

BILL OF SALE

This Bill of Sale is entered into effective as of July 25, 2003, by and between AirIP CORPORATION, a Delaware Corporation ("Buyer") and INTELLECT CAPITAL VENTURES L.L.C., a Delaware Limited Liability Company ("Seller").

RECITALS:

1. Buyer has acquired from Seller certain assets pursuant to a sale negotiated in January 2003.

2. This Bill of Sale is being executed and delivered to effect the transfer to Buyer of such assets.

NOW, THEREFORE, in consideration of the promises and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignment. Seller does hereby convey, grant, bargain, sell, transfer, assign and deliver unto Buyer, its successors and assigns, and Buyer does hereby purchase all right, title and interest of Seller in and to the assets as set forth in Exhibit A attached hereto (the "Acquired Assets").

2. Further Assurances. Seller for itself and its successors and assigns, does hereby covenant with Buyer, its successor and assigns, that Seller and its successors and assigns will do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered all such further acts, deeds, bills of sale, transfers, assignments, conveyances and powers of attorney, conveying and confirming unto Buyer, its successors and assigns, all and singular, the properties hereby granted, sold, assigned, transferred and conveyed as Buyer, its successors or assigns, shall reasonably require.

3. Continuing Responsibility for Certain Liabilities. Buyer shall have no liability for or with respect to any other liability or obligation of Seller, whether or not related to the Acquired Assets being acquired hereunder, including, but not limited to liability relating to the Acquired Assets that arose prior to the transfer of the Acquired Assets to Buyer.

4. Counterparts. This Bill of Sale may be executed in two or more counterparts, each of which shall be deemed an original and such counterparts together shall constitute one and the same instrument.

[Signature Page Follows]

INTELLECT CAPITAL VENTURES L.L.C.

BILL OF SALE

IN WITNESS WHEREOF, Seller and Buyer have caused this Bill of Sale to be executed effective as of the day and year first above written.

AirIP CORPORATION (Buyer)

By: Richard Helfrich

Name: Richard Helfrich

Title: Chairman
AirIP Corporation

INTELLECT CAPITAL VENTURES L.L.C. (Seller)

By: Greg Franklin

Name: Greg Franklin

Title: Director
Technology Linkages International, Inc. (ICV Manager)

INTELLECT CAPITAL VENTURES L.L.C.

BILL OF SALE

Exhibit A

Lot 3 - Other Assets

ACQUIRED ASSETS

Including, but not limited to:

One issued patent (listed below), 27 patent applications (listed below), designs, documentation, hardware, firmware, software, systems, assemblies, interfaces, trade secrets, third-party contracts and licenses, company files, plus intellectual property and materials related to Bluetooth, 802.11, GSM and RISC processors; rights to access and/or recruit former Airify employees, consultants, contractors to work for the buyer of Airify assets.

It is the responsibility of the buyer to transfer the patents from Airify. The buyer has the right to transfer any or all of the assets, including the intellectual property.

Excluding: Lot 1 (E-Film assets) and Lot 2 (Airify company name and URL).

<u>Patent #</u>	<u>AirIP</u>	<u>Title</u>
1. 5,943,216	000	Apparatus for providing a two-sided, cavity, inverted-mounted component circuit board
<u>Application #</u>	<u>AirIP</u>	<u>Title</u>
1. 09/802411	003	Single chip wireless communication integrated circuit
2. 09/814355	005	Low power clocking systems and methods
3. 09/837651	006	Method and device for modifying the memory contents of and reprogramming a memory
4. 09/836110	007	Transistor with minimal hot electron injection
5. 09/887906	008	Cellular channel bonding for improved data transmission
6. 09/887905	009	Clock generation systems and methods
7. 09/887908	010	Systems and methods for testing wireless devices

AK
EF

INTELLECT CAPITAL VENTURES L.L.C.

BILL OF SALE

Exhibit A

**Lot 3 - Other Assets
(continued)**

8.	09/930828	011	Systems and methods for self-calibration
9.	09/930827	012	RF sniffer
10.	09/930822	013	Ring oscillator dynamic adjustments for auto calibration
11.	09/962718	015	Channel interference reduction
12.	09/962937	016	Integrated CMOS high precision piezo-electrically driven clock
13.	09/962717	017	Radio frequency chipset architecture
14.	09/973608	018	Systems and methods for minimizing harmonic interference
15.	09/973579	019	Flexible processing system
16.	09/973621	020	On chip capacitor
17.	10/074629	021	FFT and FHT engine
18.	10/155486	022	Programmable latch using antifuses
19.	10/155508	023	Programmable latch array using antifuses
20.	10/157009	024	Programmable inverter
21.	10/157008	025	Programmable latch
22.	10/196968	026	Local positioning system
23.	10/164479	027	Integrated circuit capable of working with multiple bus interface standard
24.	10/164443	028	Integrated circuit with a plurality of host processor family types
25.	10/164444	029	Wireless security
26.	10/184402	030	Flexible Multiprocessing System.
27.	10/155485	031	Dynamically configured antenna for multiple frequencies and bandwidths

RWK
BF