

Re-7/6/11

Form PTO-1595 (Rev. 03-11)
OMB No. 0651-0027 (exp. 03/31/2012)

07/06/2011

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

5-10-11

RE



103628353

EET

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

WAVE SAT, INC.

2. Name and address of receiving party(ies)

Name: CAVIUM, INC.

Internal Address:

ATTN: VINCE PANGRAZIO

Street Address:

805 E. MIDDLEFIELD ROAD

City: MOUNTAIN VIEW

State: CA

Country: USA Zip: 94043

Additional name(s) of conveying party(ies) attached? Yes No

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) 1/25/2011

- Assignment Merger
- Security Agreement Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424. Confirmatory License

TERMINATION RELEASE AND DISCHARGE OF SECURITY INTEREST

4. Application or patent number(s):

A. Patent Application No.(s)

12/864,314

12/598,544

This document is being filed together with a new application.

B. Patent No.(s)

6,151,295

7,352,778

Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:

Name: CRESO LEGAL

Internal Address: FIRASAT ALI

Street Address: 20660 STEVENS CREEK BLVD; SUITE 252

City: CUPERTINO

State: CA Zip: 95014

Phone Number: 650-830-0529

Fax Number:

Email Address:

6. Total number of applications and patents involved: FOUR (4)

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 160

- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

Deposit Account Number

Authorized User Name

9. Signature: /JONATHAN LABS/ Signature

4/26/2011 Date

JONATHAN LABS
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

18

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

PATENT
REEL: 026677 FRAME: 0299

05/10/2011



103624710

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

5-10-11

1. Name of conveying party(ies)

Wavesat, Inc.

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) January 25, 2011

- Assignment Merger
- Security Agreement Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other _____

2. Name and address of receiving party(ies)

Name: Cavium Networks Inc.

Internal Address: Attn: Vince Pangrazio

Street Address: 805 E. Middlefield Road

City: Mountain View

State: CA

Country: USA Zip 94043

Additional name(s) & address(es) attached? Yes No

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

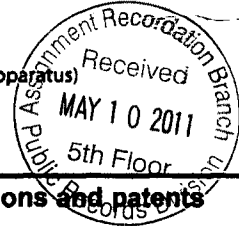
12/864,314

12/598,544

B. Patent No.(s)

6151295 (OFDM receiving system) and
7352778 (Synchronizing method and apparatus)

Additional numbers attached? Yes No



5. Name and address to whom correspondence concerning document should be mailed:

Name: Creso Legal

Internal Address: FIRASAT ALI

Street Address: 20660 Stevens Creek Blvd.; Suite 252

City: Cupertino

State: CA Zip: 95014

Phone Number: _____

Fax Number: _____

Email Address: _____

6. Total number of applications and patents involved: Five (5)

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 160

- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

05/10/2011 AMULLINS 00000043 12864314
 Deposit Account Number _____ 160.00
 01 FC:8021
 Authorized User Name _____

9. Signature:

Signature

4/26/2011

Date

Jonathan Labs
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

18

TERMINATION, RELEASE AND DISCHARGE OF SECURITY INTEREST

THIS RELEASE is given by Comerica Bank with offices at 200 Bay Street, Suite 2210, South Tower Royal Bank Plaza, P.O. Box 61, Toronto, Ontario, Canada M5J 2J2 (the "**Secured Party**") to Wavesat Inc., having its principal office at 1375 Trans-Canada Highway, Suite 300, Dorval, Quebec, Canada H9P 2W8 (the "**Borrower**");

WHEREAS, the Borrower and the Secured Party entered into that certain Loan Agreement dated as of June 26, 2009, as amended by the First Amendment to Loan Agreement made as of August 31, 2009, the Second Amendment to Loan Agreement made as of October 19, 2009, the Third Amendment to Loan Agreement made as of February 11, 2010, the Fourth Amendment to Loan Agreement made as of July 7, 2010 and the Fifth Amendment to Loan Agreement made as of October 27, 2010 (as the same may be further amended, varied, supplemented, restated, renewed, replaced or otherwise modified from time to time the "**Loan Agreement**"), pursuant to which the Secured Party extended credit to the Borrower;

WHEREAS the Borrower entered into a General Security Agreement made as of June 26, 2009 (the "**Security Agreement**") in favour of the Secured Party granting a security interest in certain intellectual property and other assets of the Borrower, including as described below;

WHEREAS the Borrower entered into an Intellectual Property Security Agreement made as of June 26, 2009 (the "**Grant**"), in favour of the Secured Party over certain intellectual property of the Borrower, including as described below;

WHEREAS the Grant was filed with the Canadian Intellectual Property Office on August 17, 2009 against all or part of the trade-mark applications and registrations, patents and patent applications listed in **Schedule A** hereto (the "**Canadian IP**");

WHEREAS the Grant was filed with the United States Patent Office on July 1st, 2009 against all or part of the patents and patent applications and the trade-mark applications and registrations listed in **Schedule B** hereto (the "**US IP**");

WHEREAS the Borrower has also proceeded with application for registration of, and registration of some of its intellectual property rights in countries other than Canada and the United States, including as listed in **Schedule C** hereto (the "**International IP**");

WHEREAS the Borrower has requested that the Secured Party terminate, release and forever discharge whatever security interests it may have in all trade-mark applications and registrations, patents and patent applications of the Borrower, including the Canadian IP, the US IP and the International IP, in connection with the termination of the Loan Agreement and further to the payment in full of all obligations thereunder;

NOW, THEREFORE, the Secured Party hereby terminates, releases and forever discharges any and all liens on and security interests it has or may have in the following (collectively the "**Collateral**"), whether any such lien and security interest is granted pursuant to the Loan Agreement, the Security Agreement, the Grant or any other agreement or document:

1. all trade-mark applications and registrations, patents and patent applications and copyrights, all whether now or hereafter owned by the Borrower, and all rights to, associated with or symbolized by any of the foregoing; and
2. without limiting the scope of the foregoing, the Canadian IP, the US IP and the International IP.

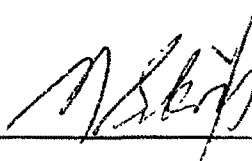
The Secured Party further agrees to execute and deliver to the Borrower any and all further documents or instruments and do any and all further acts, in each case at the Borrower's cost and expense, which the Borrower (or its agent or any of its designees) may reasonably request, in order to confirm this Agreement and the termination, release and discharge by the Secured Party of any and all liens on and security interests it has or may have in the Collateral.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Secured Party has executed this confirmatory termination, release and discharge at MONTREAL, this 25th day of JANUARY, 2011.

COMERICA BANK


By:



Name: Nicholas Scheib, McMillan LLP

Title: duly authorized by way of a Power of Attorney signed on January 25, 2011

WITNESS



Name:

Yonatan Petel

Title:

Lawyer

SCHEDULE A
CANADA
TRADE-MARKS

Trade mark	Application no.	Registration no.	Current owner
WAVESAT	1368971	TMA726018	Wavesat Inc.
WAVESAT	0854313	TMA524774	Wavesat Inc.

PATENTS

Patent	Registration no.	Current owner
SYNCHRONIZING METHOD AND APPARATUS	2,433,139	Wavesat Inc.

SCHEDULE B

UNITED STATES

PATENTS

Patent	Application no.	Registration no.	Owner
→ OFDM receiving system	09/030,865	6,151,295	Wavesat Inc.
→ Synchronizing method and apparatus	10/601,534	7,352,778	Wavesat Inc.
→ A Signal Processing Unit And Method, And Corresponding Transceiver	PCT/US 12/864,314		
System And Method For Optimizing Use Of Channel State Information	PCT/US 12/988,348		

SCHEDULE C

INTERNATIONAL INTELLECTUAL PROPERTY

Title	Country of appl/regis	Serial No./Appl/ No.
"OFDM Receiving System"	Poland Norway	
"OFDM Frame Synchronization and Equalization System"	EURASIAN Armenia Azerbaijan Belarus Kyrgyzstan Kazakstan Republic of Moldova Russian Federation Tajikistan Turkmenistan	003198
"OFDM Frame Synchronization and Equalization System"	Hong Kong	HK1034009
"OFDM Frame Synchronization and Equalization System"	Israel	137894
"OFDM Frame Synchronization and Equalization System"	Ukraine	56302
"OFDM Frame Synchronization and Equalization System"	Mexico	
"OFDM Frame Synchronization and Equalization System"	Poland	
"Equalisation for multicarrier signals"	European Patent Office	EP1361717
"Synchronizing Method & Apparatus"	US Patent	7 352 778
"Synchronizing Method & Apparatus"	Canadian Patent Application	2 433 139
"Method of allocating communications resources and scheduler therefore"	PCT Application	PCT/IB2007/000317
"Method of allocating communications resources and scheduler therefore"	India	1660/MUMNP/2009
"Method of allocating communications resources and scheduler therefore"	Indonesia	W00200902395

scheduler therefore"		
"Method and Decoder for Tail-Biting Decoding"	PCT Application	WO2008075125
"Method and Decoder for Tail-Biting Decoding"	Korea	KR20080083256
"Channel profiler and method of profiling an incoming signal"	PCT Application	PCT/IB2007/000518
"Channel profiler and method of profiling an incoming signal"	India	1718/MUMNP/2009
"Channel profiler and method of profiling an incoming signal"	Japan	2009-552286
"Channel profiler and method of profiling an incoming signal"	Korea	KR20090012299
→ "Method and Apparatus for Correcting Linear Error Phase of an OFDM Signal"	PCT Application	<u>PCT/IB2007/001154</u>
"Method and Apparatus for Correcting Linear Error Phase of an OFDM Signal"	India	2098/MUMNP/2009
"Method and Apparatus for Correcting Linear Error Phase of an OFDM Signal"	Korea	KR20090012298
"Method and System for Digitally Correcting Sampling Effects"	PCT Application	PCT/IB2007/001992
	India	3312/CHENP/2010
"A Signal Processing Unit and Method, and Corresponding Transceiver"	PCT Application	PCT/CA2008/000184
"A Signal Processing Unit and Method, and Corresponding Transceiver"	Israel	207299
"System and method for Optimizing Use of Channel State Information"	PCT Application	PCT/CA2008/000722

**MANDATE (POWER OF ATTORNEY) & DIRECTION REGARDING REAL
SECURITY DISCHARGES**

WAVESAT INC. PAY-OUT

MCMILLAN LLP
1000 Sherbrooke Street West, 27th Floor
Montreal, Quebec H3A 3G4

RE: WAVESAT INC. – REAL SECURITY DISCHARGES & RELATED DOCUMENTS

Dear Sirs:

In connection with certain financing transactions relating to the above-named borrower Wavesat Inc. ("Borrower"), the undersigned, Comerica Bank ("Comerica"), hereby grants to any one of Nicholas Scheib, Patrice Beaudin, or any other lawyer practising with the law firm of McMillan LLP, in Montreal, Province of Quebec ("Mandatar"), a power of attorney and a mandate to execute, for and on behalf of Comerica, the following:

- the personal property security registry and intellectual property registry forms required to provide the Borrower with the full and final discharge of the real security rights and assignments granted by the Borrower in favour of Comerica, the whole pursuant to the Order to such effect of the Superior Court of Canada, Province of Quebec, District of Montreal, in the Court's file number 500-11-040174-118,
- any related documents, and

all of which documents are to be executed by Mandatar upon payment in full by the Borrower to Comerica of all amounts owing to Comerica.

Comerica acknowledges that the mandate hereby conferred upon the Mandatar shall be governed by the laws of the Province of Quebec and shall remain valid and in full force and effect until 5pm Montreal time on February 14, 2011, unless sooner revoked in writing by the undersigned. Comerica further acknowledges that the Mandatar shall not incur any personal liability as a result of his or her execution of the said forms or other related documents.

DATED THIS ___ DAY OF JANUARY, 2011.

COMERICA BANK

Per: 

Name: ROBERT ROSTEN
Title: VICE-PRESIDENT & REGIONAL MANAGING DIRECTOR

Per: _____

Name:
Title:

Error! Unknown document property name.

CONFIRMATORY PATENT ASSIGNMENT AGREEMENT

WHEREAS Wavesat Inc., with a place of business at 1375 Trans-Canada Highway, Suite 300, Dorval, Quebec H9P2W8 (hereinafter referred to as the "Assignor"), was previously the owner of inventions mentioned in Schedule A hereto (hereinafter referred to as the "Inventions"), and of Applications for Letters Patent and/or Letters Patent relating to the Inventions identified in Schedule A hereto (hereinafter referred to as the "Patents"); and

WHEREAS, pursuant to an Asset Purchase Agreement dated January 25, 2011, the Assignor has assigned its entire right, title and interest in and to the Inventions and the Patents to Cavium Networks Inc., with a place of business at 805 East Middlefield Road, Mountain View, CA, 94043, U.S.A (hereinafter referred to as the "Assignee");

NOW THEREFORE, the Assignor and the Assignee hereby confirm that in accordance with the terms and conditions of said Asset Purchase Agreement and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which has been acknowledged, the Assignor has previously sold, assigned, transferred and set over to the Assignee, its successors, assigns, or legal representatives, the Assignor's entire right, title and interest throughout the world in and to the Inventions, together with its entire right, title and interest in and to the Patents and any foreign or domestic patents or patent applications corresponding thereto and any and all Letters Patent which have issued or may issue for the Inventions, including any and all divisions, reissues, continuations and extensions thereto, to the full end of the term for which each said Letters Patent has been or may be granted, the same to be held and enjoyed by the Assignee as fully and completely as the same would have been held and enjoyed by the Assignor had the aforementioned assignment not been made.

For greater certainty, the parties hereto acknowledge and agree that this Confirmatory Patent Assignment specifically includes the right to file foreign counterpart patent applications claiming priority of invention from the patent applications listed in Schedule A and Assignor's right in any patents issuing therefrom.

[SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the Assignor and Assignee have executed this Assignment on January 25, 2011.

WAVESAT INC.

By: [Signature]
Name: Mark Netto
Title: VP Finance

City of _____

On this the ____ day of _____, 2011, before me personally appeared _____, to me personally known, and known to me to be the person who signed the foregoing assignment, and acknowledged the signing of same as his free act and deed.

[Signature]
My commission expires Sept 10, 2015
Notary Public



CAVIUM NETWORKS INC.

By: _____
Name: _____
Title: _____

City of _____

On this the ____ day of _____, 2011, before me personally appeared _____, to me personally known, and known to me to be the person who signed the foregoing assignment, and acknowledged the signing of same as his free act and deed.

My commission expires _____
Notary Public

IN WITNESS WHEREOF, the Assignor and Assignee have executed this Assignment on January 25, 2011.

WAVESAT INC.

By: _____
Name: _____
Title: _____

City of _____,

On this the _____ day of _____, 2011, before me personally appeared _____, to me personally known, and known to me to be the person who signed the foregoing assignment, and acknowledged the signing of same as his free act and deed.

My commission expires _____
Notary Public

CAVIUM NETWORKS INC.

By: Arthur Chubbuck ^{Jun 24 2011}
Name: Arthur Chubbuck
Title: CFO

City of _____,

On this the _____ day of _____, 2011, before me personally appeared _____, to me personally known, and known to me to be the person who signed the foregoing assignment, and acknowledged the signing of same as his free act and deed.

My commission expires _____
Notary Public

See attached Acknowledgement certificate

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF CALIFORNIA

SS.

COUNTY OF SANTA CLARA

On Jan 24, 2011 before me, Heena Kumari Parikh Notary Public
(Date) (here insert name and title of the officer),

personally appeared, ARTHUR CHADWICK

who proved to me on the basis of satisfactory evidence to be the person (X) whose name (X) is 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.

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

WITNESS my hand and official seal.



Heena Kumari Parikh (SEAL)

NOTARY PUBLIC SIGNATURE

OPTIONAL

Though the information in this section 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: _____ NO. of Pages: _____

Signer(s) Other Than Named Above: _____

-3-

SCHEDULE A

[See attached]

"OFDM Receiving System"	US Patent Application Poland Norway	6151295	1998-02-26	Granted 11/21/00 Status Unknown Status Unknown	
"OFDM Frame Synchronization and Equalization System"	EURASIAN Armenia Azerbaijan Belarus Kyrgyzstan Kazakhstan Republic of Moldova Russian Federation Tajikistan Turkmenistan	003198	1999-02-25	Granted 02/27/03	
"OFDM Frame Synchronization and Equalization System"	Hong Kong	HK1034009	2001-06-21	Not renewed 2/25/2010	15031-28
"OFDM Frame Synchronization and Equalization System"	Israel	137894	1999-02-25	Granted 4/25/2005	
"OFDM Frame Synchronization and Equalization System"	Ukraine	56302	1999-02-25	Granted 5/15/03	
"OFDM Frame Synchronization and Equalization System"	Mexico			Status Unknown	
"OFDM Frame Synchronization and Equalization System"	Poland			Status Unknown	
"Equalisation for multicarrier signals"	European Patent Office	EP1361717		Granted	
"Synchronizing Method & Apparatus"	US Patent	7 352 778	2003-06-24	Granted 4/1/2008	15031-19
"Synchronizing Method & Apparatus"	Canadian Patent Application	2 433 139	2003-10-02	Pending	15031-18
"Method of allocating communications resources and scheduler therefore"	PCT Application	PCT/1B2007/000317	2007-02-28	National Phase	15031-34
"Method of allocating communications resources and scheduler therefore"	India	1660/MUMNP/2009	2007-02-28	Pending	15031-52
"Method of allocating communications resources and scheduler therefore"	Indonesia	W00200902395	2007-02-28	Pending	15031-53

"Method and Decoder for Tail-Biting Decoding"	PCT Application	WO2008075125	2006-12-20	Granted 6/26/2008	1503 r-30
"Method and Decoder for Tail-Biting Decoding"	Korea	KR20080083256		Status Unknown	
"Channel profiler and method of profiling an incoming signal"	PCT Application	PCT/1B2007/000518	2007-03-02	National Phase	15031-33
"Channel profiler and method of profiling an incoming signal"	India	1718/MUMNP/2009	2007-03-02	Pending	15031-54
"Channel profiler and method of profiling an incoming signal"	Japan	2009-552286	2007-03-02	Pending	15031-54
"Channel profiler and method of profiling an incoming signal"	Korea	KR20090012299		Status Unknown	
"Method and Apparatus for Correcting Linear Error Phase of an OFDM Signal"	PCT Application	<u>PCT1B2007/001154</u>	2007-05-02	National Phase	15031-31
"Method and Apparatus for Correcting Linear Error Phase of an OFDM Signal"	India	2098/MUMNP/2009	2007-05-02	Pending	15031-61
"Method and Apparatus for Correcting Linear Error Phase of an OFDM Signal"	Korea	KR20090012298		Granted	
"Method and System for Digitally Correcting Sampling Effects"	PCT Application India	PCT/1B2007/001992 3312/CHENP/2010	2007-11-06	National Phase Pending	15031-35 15031-64
"A Signal Processing Unit and Method, and Corresponding Transceiver"	PCT Application	PCT/CA2008/000184	2008-01-30	National Phase 2010-05-28	15031-43
"A Signal Processing Unit and Method, and Corresponding Transceiver"	United States	12/864,314		Pending	15031-68
"A Signal Processing Unit and Method, and Corresponding Transceiver"	Israel	207299		Pending	15031-66

912965 v1/HN

"System and method for Optimizing Use of Channel State Information"	PCT Application	PCT/CA2008/000722	2008-04-17	National Phase	15030-36
"System and method for Optimizing Use of Channel State Information"	United States	12/988,348	2010-10-18	Pending	15031-60