### PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
Northrop Grumman Information Technology, Inc.	11/03/2009

#### **RECEIVING PARTY DATA**

Name:	IPWireless Inc.				
Street Address:	0 New Montgomery Street				
Internal Address:	Suite 315				
City:	San Francisco				
State/Country:	CALIFORNIA				
Postal Code:	94105				

#### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	12960774

### **CORRESPONDENCE DATA**

Fax Number: (312)277-2397 Phone: 312/577-7000

Email: hdoneg@fitcheven.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Correspondent Name: Steven G. Parmelee

Address Line 1: Fitch Even Tabin & Flannery LLP
Address Line 2: 120 S. LaSalle Street, Suite 1600

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 9010-98743-US

NAME OF SUBMITTER: Steven G. Parmelee

Total Attachments: 35

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## ASSIGNMENT OF INTELLECTUAL PROPERTY AGREEMENT

This Assignment of Intellectual Property Agreement (this "Assignment of Intellectual Property"), is made and entered into as of the 3rd day of November, 2009 by and between IPWireless, Inc., a Delaware corporation, ("IPW") and Northrop Grumman Information Technology, Inc., a Delaware corporation (the "Company"), an affiliate of Northrop Grumman Corporation.

#### WITNESSETH

WHEREAS, IPW and the Company are parties to that certain Asset Purchase Agreement dated as of December 24, 2008 (the "Purchase Agreement"), pursuant to which IPW sold to the Company and the Company bought certain assets from IPW, including without limitation the Purchased IP and Improvements IP;

WHEREAS, capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Purchase Agreement;

WHEREAS, the Company has agreed to sell, assign, convey, transfer and deliver certain of the Purchased Assets and Licensor Improvements (as defined in the License Back Agreement) to IPW and IPW has agreed to purchase and acquire such Purchased Assets and Licensor Improvements (as defined in the License Back Agreement); and

WHEREAS, the parties desire to evidence the vesting in IPW of the Purchased IP, Improvements IP and Licensor Improvements (as defined in the License Back Agreement), including, without limitation, (a) inventions (whether or not patentable), discoveries, improvements, ideas, know-how, technology, formula methodology, processes, technology, software (including password unprotected interpretive code or source code, object code, development documentation, programming tools, drawings, specifications and data), firmware, system design information and applications and patents in any jurisdiction pertaining to the foregoing, including re-issues, continuations, divisions, continuations-in-part, renewals or extensions; (b) trade secrets and know how, including confidential information and the right in any jurisdiction to limit the use or disclosure thereof; (c) copyrighted and copyrightable writings, designs, hardware schematics and specifications, software, mask works or other works, applications, registrations, and derivative works in any jurisdiction for the foregoing and all moral rights related thereto; (d) database rights; (e) rights under all agreements, including agreements with any Person, relating to the foregoing; (f) books, documents and records pertaining to the foregoing; and (g) claims or causes of action arising out of or related to past, present or future infringement or misappropriation of the foregoing, to the extent included in the Purchased IP, Improvements IP or Licensor Improvements (as defined in the License Back Agreement), including, without limitation, those listed on Schedule A attached hereto; and

WHEREAS, in exchange for IPW's payment of the Consideration (as defined in the Bill of Sale), it is the parties' intention to reflect the transfer, conveyance, assignment and delivery of certain of the Purchased Assets and Licensor Improvements (as defined in the License Back Agreement) by the execution and delivery of the following documents of the date herewith (a) this Assignment of Intellectual Property and (b) the Bill of Sale and Assignment Agreement between IPW and the Company (the "Bill of Sale");

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NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. The Company does hereby transfer and assign to IPW, and IPW hereby accepts the transfer and assignment of, all of the Company's worldwide right, title and interest in, to and under the Purchased IP, Improvements IP and Licensor Improvements (as defined in the License Back Agreement), including any and all inventions described therein, and in any and all continuations-in-part, continuations, divisions, substitutes, reissues, extensions thereof, and all other applications for letters patent relating thereto which have been or shall be filed in the United States or in any other jurisdiction, all rights to sue for infringement of any Purchased IP, Improvements IP, and Licensor Improvements (as defined in the License Back Agreement) whether arising prior to or subsequent to the date of this Assignment of Intellectual Property, 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 IPW, 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 Company had this Assignment of Intellectual Property not been made.

Section 2. The Company covenants and agrees that upon request by IPW or its successors or assigns, the Company or its successors or assigns shall, at the sole cost and expense of the Company, perform all other legal actions reasonably necessary to carry out the intent of this Assignment of Intellectual Property as well as provide such other material, information or assistance as IPW or its successors or assigns may consider necessary.

Section 3. This Assignment of Intellectual Property is for the sole benefit of the parties hereto and shall not create any rights in any person not a party. Nothing in this Assignment of Intellectual Property is intended to relieve or discharge the obligations or liability of any third persons to the Company or IPW. No provision of this Assignment of Intellectual Property shall give any third persons any right of subrogation or action over or against the Company or IPW. This Assignment of Intellectual Property will be binding upon, inure to the benefit of, and be enforceable by the successors and permitted assigns of the parties. Nothing in this Agreement is intended to supersede or affect the terms of Section 11.2(b) of the Intellectual Property License Agreement between the parties executed concurrently herewith.

Section 4. This Assignment of Intellectual Property shall be governed by and construed and enforced in accordance with the laws of the State of New York applicable to contracts made and to be performed within such state without giving effect to the applicable principles of conflicts of law to the extent that the application of the laws of another jurisdiction would be required thereby. Each party submits to the exclusive jurisdiction of the U.S. District Court for the Southern District of NY and, failing that court's jurisdiction, the state courts of the State of New York sitting in New York City, NY.

Section 5. Company agrees that, if it is unable or unwilling to perform the actions set out in Section 2, it hereby irrevocably designates and appoints IPW as its Attorney in Fact to act on its behalf to execute and file and papers and to do all other lawfully permitted acts in order to carry out those same actions.

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Section 6. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS ASSIGNMENT OF INTELLECTUAL PROPERTY OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 7. If any provision of this Assignment of Intellectual Property shall be held invalid or unenforceable, the remainder of this Assignment of Intellectual Property shall not be affected thereby and shall be enforced to the greatest extent permitted by applicable law. It is the intent of the parties that the provisions of this Assignment of Intellectual Property be enforced to the maximum extent possible, and the parties undertake to consult with each other in order to substitute any invalid or unenforceable provision with a valid provision of equivalent effect.

Section 8. This Assignment of Intellectual Property may be executed in two or more counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the undersigned has caused this Assignment of Intellectual Property to be executed by the signature of its duly authorized officer as of the date above first written.

IPWIRELESS, INC.

By:\_\_\_ Name:

DOUGLAS SINCLA

Title:

CFO

NORTHROP GRUMMAN INFORMATION TECHNOLOGY, INC.

By:\_\_\_ Name: Title:

[Signature Page to Assignment of IP Agreement]

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Intellectual Property to be executed by the signature of its duly authorized officer as of the date above first written.

IPWIRE	LESS, INC.
Ву:	<u> </u>
Name:	
Title:	
	,
NORTH	ROP GRUMMAN INFORMATION
	LOGY, INC.
Ву:	Mil Miling
Vame:	MARK RABINOWITZ
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## Schedule A

Purchased IP, Improvements IP and Licensor Improvements

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# A. Patents and Patent Applications

The Patents and Patent Applications shall include, but are not limited to, those set out in the table below as well as all national patents which are derived from any PCT or EPC application listed in the table below. This schedule is illustrative, and does not replace or supercede the definition of Purchased IP set forth in the Agreement.

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1.	01-0068- IPW-USA	USA	5-Jul-02	10/190,300	2003006902		
2.	01-0068- IPW-GB	GB	6-Jul-01	0116557.0		1-Mar-06	GB2377343
3.	01-0068- IPW-PCT	PCT	8-Jul-02	PCT/GB02 /03110	WO/2003/0 05754		
4.	01-0070- IPW-GB	GB	1-Aug- 01	0118754.1		13-Jul-05	2378328
5.	01-0070- IPW-PCT	PCT	31-Jul-02	PCT/GB02 /03551	WO/2003/0 13190		
6.	01-0070- IPW-USA	USA	29-Jul-02	10/207,634	2003009113	19-Aug-08	US7415083
7.	01-0071- IPW-01- GB	GB	1-Nov- 02	0225497.7		5-Apr-06	2394868
8.	01-0071- IPW- CHIN	China	13-Sep- 02	02819606. 6	CN1565092 A		
9.	01-0071- IPW-EPC	EPC	13-Sep- 02	02758611.	EP1474882 A2		
10.	01-0071- IPW-JAPA	Japan	13-Sep- 02	527924/20 03	25506037		
11.	01-0071- IPW- KORS	Korea	13-Mar- 04	102004700 3798	1020050027 205A		
12.	01-0071- IPW-PCT	PCT	13-Sep- 02	PCT/GB02 /04184	WO/2003/0 24000		
13.	01-0071- IPW-USA	USA	12-Sep- 02	10/241,966	2003013806 6	27-Nov-07	US7301930
14.	01-0072- IPW-EPC	EPC	13-Sep-	02755370.	EP1466454	3-Dec-08	EP1466454
15.	01-0072- IPW-EPC- 01	EPC	4-Feb-08	08101271. 8	EP1914950 A1		

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10.	IPW-PCT		02	/04193	24045		
17.	01-0072-	USA	12-Sep-	10/242,481	2003009920	4-Sep-07	US7266093
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18.	01-0100-	EPC	1-Oct-02	02760438.	EP1470683		
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22.	01-0101-	EPC	27-Jul-01	01953215.	EP1410568		
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23.	01-0101-	GB	27-Jul-01	0118393.8		10-Nov-04	2369273
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24.	IPW-JAPA			02	2004505567 T		
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31.	01-0102-	GB	27-Jul-01	0118392.0		10-Nov-04	GB2369272
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34.	01-0102- IPW-PCT	PCT	27-Jul-01	PCT/GB01 /03388	WO/20 02/11468		available
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36.	01-0102- IPW-USA	USA	27-Jul-00				
37.	01-0103- IPW- ASTL	Australia	27-Jul-01	75711/01		13-Jul-06	784411
38.	01-0103- IPW-EPC	EPC	27-Jul-01	01953216.	EP1410569 A2		
39.	01-0103- IPW-GB	GB	27-Jul-01	0118391.2		10-Nov-04	GB2369271
40.	01-0103- IPW-JAPA	Japan	27-Jul-01	515858/20 02	JP 2004505568		<del></del>
41.	01-0103- IPW- MEXI	Mexico	27-Jul-01	PA/a/2002 003159	MXPA 02003159		No information on grant
42.	01-0103- IPW-PCT	PCT	27-Jul-01	PCT/GB01 /03385	WO/20 02/11467		available
43.	01-0103- IPW-SING	Singapor e	27-Jul-01	2002 01710-1	02/11-407	31-Oct-07	88041
44.	01-0103- IPW-USA	USA	27-Jul-00	09/626,700			
45.	01-0108- IPW-EPC	EPC	23-Oct- 02	02801963. 6	EP1476953 A1		
46.	01-0108- IPW-PCT	PCT	23-Oct- 02	PCT/GB02 /04791	WO/20 03/036811		
47.	01-0108- IPW-USA	USA	24-Oct- 02	10/279,698	2003009922 6	6-May-08	US7369601
48.	01-0110- IPW-EPC	EPC	24-Oct- 02	02801966.	EP		,
49.	01-0110- IPW-PCT	PCT	24-Oct- 02	PCT/GB02	1476957A1 WO/20		
50.	01-0110- IPW-USA	USA	23-Oct- 02	/04811 10/278,366	03/036816 2005000384	30-Jan-07	US7171230
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54.	IPW-USA		02	10/274,806	2003015204	25-Dec-07	US7313118
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56.	01-0117-	EPC	14-Nov-	02779683.	EP1483848	<del> </del>	<del></del>
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57.	01-0117-	GB	14-Nov-	0127319.2	711	<del></del>	CDOOM
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58.	01-0117-	PCT	14-Nov-	PCT/GB02	WO/20	<del></del>	<del></del>
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59.	01-0117-	USA	13-Nov-	10/293,635	2005001871	8-Apr-08	US7356098
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60.	01-0118-	EPC	24-Oct-	02772549.	EP1476983	8-Aug-07	EP1476983
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67.	01-0118- IPW-SPAI	Spain	24-Oct-	02772549	ES 2289150	8-Aug-07	ES 2289150
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73.	01-0120- IPW- GERM	Germany	23-Oct- 02	02770096. 2		4-Apr-07	60219366.4
74.		AT	23-Oct- 02	AT200207 70096T	AT358958T		-
75.	01-0120- IPW-ITAL	Italy	23-Oct- 02	02770096.		4-Apr-07	EP1477039
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77.	01-0120- IPW-SPAI	Spain	23-Oct- 02	/04788 02770096. 2	03/037024 ES 2284924	4-Apr-07	ES 2284924
78.	01-0120- IPW-USA	USA	22-Oct- 02	10/277,545	US 2003095571		
79.	01-0127- IPW- CHIN	China	5-Dec-02	02826857. 1	CN1613199		
80.	01-0127- IPW- CHIN-D1	China		200810091 718.0	CN1012622 63		,
81.	01-0127- IPW-CON	USA	24-Apr- 08	12/109,247	US2008020 7251		
82.	01-0127- IPW-EPC	EPC	5-Dec-02	02788078. 0	7231	26-Dec-07	EP1490983
83.	01-0127- IPW-EPC- DIV	EPC- DIV	27-Apr- 07	07107157. 5	EP1806853 A2		
84.	01-0127- IPW- FRAN	France	5-Dec-02	02788078. 0		26-Dec-07	EP1490983
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91.	01-0127- IPW-PCT	PCT	5-Dec-02	PCT/GB02 /05541	WO/20 03/049320		
92.	01-0127- IPW-SPAI	Spain	5-Dec-02	02788078.	ES 2295431	26-Dec-07	ES 2295431
93.	01-0127- IPW-USA	USA .	4-Dec-02	10/309,498	2004004378	13-May-08	US7373161
94.	01-0128- IPW- CON-USA	USA	30-Sep- 05	11/241,043	2006003030	23-Oct-07	US286832
95.	01-0128- IPW-EPC	EPC	24-Oct- 02	02772553. 0		7-Jun-06	EP1477040
96.	01-0128- IPW- FRAN	France	24-Oct- 02	02772553. 0		7-Jun-06	EP1477040
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103.	02-0008- IPW- CHINA	China	15-May- 03	03811006. 7	CN1653719	·	
104.	02-0008- IPW-EPC	EPC	15-May- 03	03722873. 1	EP 1506626	26-Nov-08	EP 1506626
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107	02-0008- IPW- INDI-D1	India	15-May- 03	PCT/GB03 /02119	8 6845/DELN P/2006		
108	02-0008- IPW- INDI-D2	India	26-Oct- 04	PCT/GB03 /02119	6844/DELN P/2006		
109	02-0008- IPW-JAPA	Japan	15-May- 03	506211/20 04			JP25526445 W
110	KORS	Korea	15-Nov- 04	102004701 8414	1020050000 542A		W
111.	02-0008- IPW-PCT	PCT	15-May- 03	PCT/GB03 /02119	1		<del>                                     </del>
112.	02 0000	USA	15-May- 03	10/439,250	03/098836 2004007736 8	12-Aug-08	US 7412252
113.	CHIN	China	8-Apr-03	03811286. 8	CN1653739		CN 1653739
114.	02-0031- IPW-EPC	EPC	8-Apr-03	03717442.		28-Nov-07	EP1495569
115.	02-0031- IPW- FRAN	France	8-Apr-03	03717442.		28-Nov-07	EP1495569
116.	02-0031- IPW- GB(E)	EPC	8-Apr-03	03717442. 2		28-Nov-07	EP1495569
117.	02-0031- IPW- GERM	Germany	8-Apr-03	03717442. 2		28-Nov-07	60317780.8
118.	02-0031- IPW-INDI	India	8-Apr-03	PCT/GB03 /01577	3086/DELN P/2004		
119.	02-0031- IPW-ITAL	Italy	8-Apr-03	03717442.	1/2004	28-Nov-07	EP1495569
120.	02-0031- IPW-JAPA	Japan	8-Apr-03	585342/20 03			JP
121.	02-0031- IPW- KORS	Korea	08-Oct- 04	102004701 6092	1020040097 329A		2005522936
122.		AT	8-Apr-03	AT200307 17442T			AT379891T
123.	02-0031- IPW-PCT	PCT	8-Apr-03	PCT/GB20 03/01577	WO/20 03/088550		
124.	02-0031-	Spain	8-Apr-03	03717442.	ES2294273	28-Nov-07	ES2294273

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125	IPW-USA	USA.	8-Apr-03	10/409,281	2004007117		
126	6. 02-0075- IPW-EPC	EPC	24-Oct- 03	03758356. 4	EP1557016	23-Jan-08	EP1557016
127	02-0075- IPW- FRAN	France	24-Oct- 03	03758356. 4		23-Jan-08	EP1557016
128	02 0075	GB	24-Oct- 02	0224757.5	GB2394623	30-Aug-06	GB2394623
129	02-0075- IPW- GB(E)	GB	24-Oct- 03	03758356. 4		23-Jan-08	EP1557016
130.	02-0075-	Germany	24-Oct- 03	03758356. 4		23-Jan-08	EP1557016
131.	02-0075- IPW-ITAL	Italy	24-Oct- 03	03758356.		23-Jan-08	EP1557016
132.		AT	24-Oct- 03	AT200307 58356T			AT385113T
133.		DE		60318881 D1			
134.	02-0075- IPW-PCT	PCT	24-Oct- 03	PCT/GB20 03/004587	WO/ 2004/03909 8		
135.	02-0075- IPW-SPAI	Spain	24-Oct- 03	03758356. 4	ES2299724	23-Jan-08	ES2299724
136.	02-0075- IPW-USA	USA	7-Apr-06	10/531,151		10-Jul-07	7,242,908
137.	02-0096- IPW-EPC	EPC	17-May- 04	04733378. 6	EP1627467 A1	<del></del>	
138.	02-0096- IPW-GB	GB	16-May- 03	0311311.5	GB2401733	19-Apr-06	GB2401733
139.	02-0096- IPW-PCT	PCT	17-May-	PCT/GB20 04/002111	WO/ 2004/10280		
140.	02-0096- IPW-USA	USA	17-May- 04	10/556,560	2007014038		US 2007140296
141.	03-0039- IPW-EPC	EPC	25-Jun-	04743079. 8	EP1642427		2007140386
142.	03-0039- IPW-GB	GB		0315009.1	A1 GB2403378	30-May-07	GB2403378

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143.	03-0039- IPW-PCT	PCT	25-Jun- 04	PCT/GB20 04/002728	WO/ 2005/00214 8		
144.	03-0039- IPW-USA	USA	25-Jun- 04	10/561,726	2006026870 8		
145.	03-0056- IPW- CHINA	China	22-Feb- 05	200580013 105.X	CN1977468		
146.	03-0056- IPW-EPC	EPC	22-Feb- 05	05716764. 5	EP1726102 A1		
147.	03-0056- IPW-GB	GB	8-Mar-04	0405166.0	GB2412036		
148.	03-0056- IPW- JAPAN	Japan	22-Feb- 06	2007- 502326			JP27528171 W
149.	03-0056- IPW- KORS	Korea	04-Oct- 06	102006702 0866	1020060124 785A		
150.	03-0056- IPW-PCT	PCT	22-Feb- 05	PCT/EP20 05/050755	WO/ 2005/08636 7		
151.	03-0056- IPW-USA	USA	3-Mar-05	11/071,954	2005023219		
152.	03-0059- IPW-GB	GB	9-Jul-04	0415422.5	GB2416093 A	11-Jun-08	GB2416093
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154.	04-0002- IPW-GB	GB	20-May- 04	0411242.1	GB2414366		
155.	04-0002- IPW-PCT	PCT	10-May- 05	PCT/EP20 05/052116	WO/ 2005/11485 9	·	
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157.	04-0004- IPW-EPC	EPC	10-May- 05	05749939. 4	EP1752010 A1		
158.	04-0004- IPW-GB	GB	17-May- 04	0410987.2	GB2414361	1-Oct-08	GB 2414361
159.	04-0004- IPW-PCT	PCT	10-May- 05	PCT/EP20 05/052115	WO/2005/1 12499		
160.	04-0004- IPW-USA	USA	10-May- 05	11/597,086	2007029880 0		

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161		EPC	16-Jun- 05	05760931. 5	EP1800504		
162	04-0101- IPW-PCT	PCT	16-Jun- 05	PCT/EP20 05/052795			
163	IPW-USA	USA	21-Jun- 04	10/873,065			
164.	04-0103- IPW- CHINA	China	16-Sep- 05	200580052 012.8 (PCT/EP2 005/05463 7)	CN1013055 58 (WO200703 1116)		
165.	04-0103- IPW-EPC	EPC	16-Sep- 05	05789626.	EP1938519 A1	· .	
166.	04-0103- IPW-JAPA	Japan	16-Sep- 05	PCT/EP20 05/054637	WO 2007031116		
167.	04-0103- IPW- KORS	Korea	16-Sep- 05	PCT/EP20 05/054637	WO 2007031116		
168.	04-0103- IPW-PCT	PCT	14-Sep- 05	PCT/EP20 05/054637	WO/ 2007/03111 6		
169.	04-0103- IPW-USA	USA	14-Sep- 04	10/941,551	2006005637		
170.	04-0108- IPW- CHIN	China	10-Aug- 05	200580027 091.7	CN1010024 02		CN 101002402
171.	04-0108- IPW-EPC	EPC	10-Aug- 05	05801370. 7	EP1779545 A1		
172.	04-0108- IPW-JAPA	Japan	10-Aug- 05	2007- 525302	.=		
173.	04-0108- IPW- KORS	Korea	08-May- 07	102007700 5478	1020070051 311A		
174.	04-0108- IPW-PCT	PCT	10-Aug- 05	PCT/EP20 05/053931	WO/ 2006/01598 3		
175.	04-0108- IPW-USA	USA	12-Aug- 04	10/917,968	2006003566		Final rejection mailed from USPTO 10.08.08

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176.	04-0109- IPW	USA	11-Aug- 05	11/202,535	2006003934		
177.	04-0109- IPW- CHIN	China	11-Aug- 05	200580027 121.4	CN1010024 15		CN10100241 5
178.	04-0109- IPW-EPC	EPC	11-Aug- 05	05777946. 4	EP1779572 A1		
179.	04-0109- IPW-JAPA	Japan	11-Aug- 05	2007- 525307			JP200851403
180.	04-0109- IPW- KORS	Korea	07-Feb- 07	102007700 2961	1020070039 129A		
181.	04-0109- IPW-PCT	PCT	11-Aug- 05	PCT/EP20 05/053966	WO/ 2006/01598 8		
182.	04-0111- IPW- CHIN	China	10-Feb- 06	200680004 914.9	CN1011205 32		CN 101120532
183.	04-0111- IPW-EPC	EPC	10-Feb- 06	06708205. 7	EP1851894 A1		
184.	04-0111- IPW-JAPA	Japan	10-Feb- 06	2007- 554573			JP 2008537852
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186.	04-0111- IPW-PCT	PCT	10-Feb- 06	PCT/EP20 06/050863	WO/ 2006/08490 7		
187.	04-0111- IPW-USA	USA	14-Feb- 05	11/058,570	2006018342		
188.	05-0103- IPW- CHIN	China	9-Feb-06	200680019 378.X	CN1011899 01		
189.	05-0103- IPW-EPC	EPC	9-Feb-06	06708150. 5	EP1880566 A1		
190.	05-0103- IPW-GB	GB	3-May- 05	0508799.4	GB2427097	21-Mar-07	GB2427097
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192.	05-0103- IPW- KORS	Korea	16-Nov- 07	102007702 6704	1020080011 198A		

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194.	. 05-0103- IPW-USA	USA	30-Sep- 05	11/241,644	2006025103		
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201.	05-0104- IPW-JAPA	Japan	9-Feb-06	2008- 509398			
202.	05-0104- IPW- KORS	Korea	26-Nov- 07	102007702 7480	1020080013 938A		
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207.	05-0110- IPW-GB	GB	24-Aug- 05	0517219.2	GB2429605	4-Jun-06	GB2429605
208.	05-0110- IPW- JAPAN	JAPA	7-Jul-06	PCT/EP20 06/064034	·		
209.	05-0110- IPW- KORS	Korea	29-Feb- 08	10200870 <u>0</u> 5128	1020080034 014A		

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210	05-0110- IPW-PCT	PCT	7-Jul-06	PCT/EP20 06/064034	WO/ 2007/02302 2		
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213.	05-0116- IPW-USA	USA	8-May- 06	11/430,421	2007025843		
214.	05-0121- IPW- CHIN	China	20-Jul-06	200680030 486.7	CN1012436 19		
215.	05-0121- IPW-EPC	EPC	20-Jul-06	060792531	EP1917727 A1		
216.	05-0121- IPW-JAPA	Japan	20-Jul-06	PCT/EP20 06/064459	WO 2007023043		
217.	05-0121- IPW- KORS	Korea	06-Mar- 08	102008700 5541	1020080041 237A		
218.	05-0121- IPW-PCT	PCT	20-Jul-06	PCT/EP20 06/064459	WO/ 2007/02304 3		
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222.	05-0123- IPW-JAPA	JAPA	20-Jul-06	PCT/EP20 06/064460	WO/ 2007/02304 4		
223.	05-0123- IPW- KORS	Korea	27-Feb- 08	102008700 4666	1020080028 509A	<del></del>	
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227	. 06-0002-	USA			8		
221	IPW-USA	USA	25-Apr- 07	11/796,007			US
228		PCT	24-Apr-	PCT/EP20	WO(2008/1	<del> </del>	2008267148
	IPW-PCT		08	08/055028	WO/2008/1 32146		
229.		USA	27-Apr-	11/796,181	<del></del>	<del> </del>	<del> </del>
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230.	06-0006- IPW-USA	USA	31-Aug-	11/849,184			
231.	06-0010-	GB	07	0.51.57			
231.	IPW-GB	OB	16-Aug- 06	0616241.6	GB2440978	·	
232.	06-0010-	PCT	26-Jul-07	PCT/IB20	A   WO/2008/0		
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233.	06-0010-	USA	20-Mar-	11/726,397	2008004526		
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234.	06-0019- IPW-PCT	PCT	2-Oct-07	PCT/EP20	WO/		
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235.	06-0019-	USA	2-Oct-06	11/542,514	5 2008008046		
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236.	06-0021-	PCT	21-Dec-	PCT/EP20	WO/2008/0		
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237.	06-0021- IPW-USA	USA	27-Dec-	11/646,692	2008015918		
238.	07-0004-	USA	06	-11/0/22	5		
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239.	07-0016-	USA	4-Mar-08	12/042,259	7		
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240.		CN	09-Feb-	200810081	CN1012524		
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## B. IPW Proprietary Software

All rights to software code, firmware or hardware design language code (including source code, object code and executable code) relating to the NYCWiN Program, including but not limited to:

- Release 5 "system" software which spans Node B and INC and User Equipment;
- ER-7 "system" software which spans Node B and INC and User Equipment;
- Element Management System (EMS) supporting both Release 5 and ER-7;
- User Equipment Management System (UMS) supporting both Release 5 and ER-7;
- Subscriber Software (a.k.a. Dialer) supporting PCMCIA, P1D, PEM, USB Stick and Adapter supporting both Release 5 and ER-7;
- Windows drivers for PCMCIA, P1D, USB Stick and PEM. Linux driver for PEM;
- TUIP test software;
- All test software used in development & system test;
- All software used in manufacturing and manufacturing tests;
- All software relating to simulations or simulation tools;
- All firmware embedded in hardware associated with an IPW Product or the NYCWiN Program, including:
  - Software versions that run on any processing unit in the system (including both base station and user equipment products);
  - Firmware loaded on any solid state device such as flash memory or PROM/EPROM;
  - Digital signal processor software existing in an IPW Product (both source code and executable code);
  - Programmable ASIC code which are typically programmed at boot time;
  - Any other programmable devices included in an IPW Product; and
- All hardware design language code (such as UHDL or Verilog) associated with any chips, devices or circuitry relating to an IPW Product or the NYCWiN Program.

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Relevant software includes all past, present and future software releases developed and/or delivered to Northrop Grumman for the NYCWiN Program over the term of this agreement, Examples of such software are further specified below:

d Pagadiki (2)	Electrical Spirits	amion(anama)
UE & INC	GMM	GPRS Mobility Management (GMM) procedures for GPRS services (performed by the GMM entity of the Mobility Management (MM) sublayer) are defined in 3GPP TS 24.007. Depending on how they can be initiated, two types of GMM procedures can be distinguished:
		i) GMM common procedures:
	`	Initiated by the network when a GMM context has been established:
		- P-TMSI (re-) allocation;
		- GPRS authentication and ciphering;
		- GPRS identification;
		- GPRS information
		ii) GMM specific procedures:
		Initiated by the network and used to detach the IMSI in the network for GPRS services and/or non-GPRS services and to release a GMM context:
		- GPRS detach.
		Initiated by the MS and used to attach or detach the IMSI in the network for GPRS services and/or non-GPRS services and to establish or release a GMM context:
		- GPRS attach and combined GPRS attach;
		- GPRS detach and combined GPRS detach.
		Initiated by the MS when a GMM context has been established:
		- normal routing area updating and combined routing area updating;

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Historia	ininings.	periodio routino orac and di
		- periodic routing area updating.  In UMTS, initiated by the MS and used to establish a secure connection to the network and/or to request the resource reservation for sending data:
		- Service Request.
UE & INC	SM	The main function of the session management (SM) is to support PDP context handling of the user terminal.
		The SM comprises procedures for identified PDP context activation, deactivation and modification. SM procedures for identified access can only be performed if a GMM context has been established between the MS and the network.
		If no GMM context has been established, the MM sublayer has to initiate the establishment of a GMM context by use of the GMM procedures. After GMM context establishment, SM uses services offered by GMM (see 3GPP TS 24.007). Ongoing SM procedures are suspended during GMM procedure execution
UE	RRC	IPWireless have a proprietary Radio Resource Control implementation based on a subset of (3GGP TS 25.331)

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<b>THE STATE</b>		
UE & INC	RLC	IPWireless have a proprietary Radio Link Control
		implementation based on a subset of (3GGP TS 25.322)
		• Layer 2 services for Layer 3 DCCH
		logical channels (RRC/NAS)
		<ul> <li>Layer 2 services for user plane DTCH</li> </ul>
		logical channels
		SDU segmentation into PDUs     SDU in order deliver
		<ul><li>SDU in-order delivery</li><li>PDU/SDU re-transmission</li></ul>
III e pic		
UE & INC	MAC	IPWireless have a proprietary Medium Access
		Control implementation based on a subset of (3GGP TS 25.321)
		Logical channel to transport channel     multiplexing
		Logical channel prioritisation
		Transport format selection
		Services to RLC:
		• MAC-d (R99)
		<ul><li>MAC-hs/MAC-es (ER7)</li><li>Shared/Common channel scheduling</li></ul>
		(ER7)
UE-	PPP relay	IPWireless have a proprietary PPP Relay
		implementation based on a subset of 3GPP TS
		27.060.
		Following the successful establishment of the PDP
		context – the TE starts PPP negotiation. The UE
		relays these frames from the TE to the Core network.
		In addition, the UE inspects the PPP negotiation packets to establish the 'L2' framing used by the TE.
		Once the UE has the 'L2' framing information it can
		convert the incoming asynchronous PPP frame from
		the TE to a synchronous PPP frame without a
	·	checksum. This reduces the amount of data that has to
		be transmitted over the air without affecting the PPP payload.
		Similarly, the PPP relay function takes
		synchronous PPP frames received from the Core
		Network and converts them to asynchronous frames,

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· .		based on the known 'L2' framing, to be relayed to the TE.
Node B & INC	FP	The Framing Protocol (FP) operates between the RNI and the Node B. The Protocol runs over the IuB Interface.  The protocol is subdivided into Control and Data procedures.  The FP Control PDUs are primarily used to establish Frame Synchronisation between the RNI and the Node B.  The FP Data PDUs carry MAC Transport Channel Blocks between the RNI and the Node B.  At the Node B the FP Data PDU Transport Channel Blocks are passed to Layer1 for "Over The Air" transmission, also Transport Channel Blocks from the Air Interface are received by the Layer1 and transported to the RNI using FP Data PDUs.  In addition to the data payload, the FP Data PDUs contain information for the Layer1 Software to configure the Air Interface for the transmission and reception of the Transport Channel Blocks.
Node B & INC	NBAP	The Node B Application Protocol (NBAP) operates between the RNI and the Node B. The protocol runs over the IuB Interface and provides configuration and reporting procedures to the Node B.  In the IP Wireless implementation NBAP runs over UDP/IP.  Each NBAP PDU is contained in a UDP Datagram. The Protocol provides a mechanism for the RNI to configure a Cell in the Node B. This includes Cell Setup Information such as Frequency and Power, Transport Channel Configuration for the BCH, FACH, RACH, DSCH and USCH Channels.  The Protocol also configures the Systems Information broadcast on the BCH to all UEs, this information is read by the UE when it camps onto a cell.  Finally the Protocol establishes Periodic Measurement Reports from the Node B to the RNI for Uplink Timeslots.
Node B	MLPPP	MLPPP (Multi-Link PPP) is defined by RFC 1990 and is an optional extension to PPP (Point to Point

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		Protocol) defined by RFC 1661.  PPP is used to encapsulate and transmit IP (Internet Protocol) datagrams over serial point to point connections.  MLPPP implements a technique called "link aggregation" to enable a number of physical serial links to be used as a single logical link.  The NodeB V4 and INC use MLPPP over 1 to 4 E1 (2.048 Mbps) or T1/DS1 (1.544 Mbps) digital carrier transmission lines to provide a single higher speed logical IP interface over which the Iub backhaul is run.  This is used to transport the management (SNMP), NBAP and FP protocols.  The NodeB V4 and INC do not implement the IPCP (Internet Protocol Control Protocol) or PAP (PPP Authentication Protocol) PPP options.  NOTE: MLPPP (and PPP) is not used by the NodeB V5. It is only used by the NodeB V4 and V3/V2.
INC	RRM	Radio Resource Management:  Power control Timing Advance Configuration management Common channel scheduling Shared channel scheduling Dedicated channel allocation Call access control
INC	UP	
INC	GTP	IPWireless have a proprietary implementation based on a subset of 3GPP TS 29.060 (General Packet Radio Service (GPRS); GPRS Tunnelling Protocol (GTP) across the Gn and Gp interface)  GTP provides control plane (GTP-C) and user plane (GTP-U) protocols. IPWireless implement the GTP-U protocol, which transports user plane packet
		transfer over UDP/IP between the Radio Network Controller (RNC) and the Serving GPRS Support Node (SGSN). These may both exist in the same

		Integrated Network Controller (INC) sub-element, or in a handover scenario, between the RNC and SGSN of different INCs.
		The following messages are supported:-
		1. Path management messages
		(a) Echo Request (b) Echo Response
		2. Data transfer messages
		(a) GTPU Unit Data Req (b) GTPU Unit Data Ind  All other GTP messages are to
UE	PDC	All other GTP messages are unsupported
	TDC	Packet Data Convergence      Header Compression (TCP/UDP/RTP)      Packet routing (mapping IP streams to different priority bearers)      Services to RRM
Client software	Dialler Stack	
Client software	Installscript	
Software for configuring ICT platform for Node B		Manufacturing factory testing
JTAG TestStand Wrapper		Manufacturing factory testing for Node B
JTAG TestStand Wrapper		Manufacturing factory testing for RF

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	Plante de la companie
Digital board functional test TestStand software	Manufacturing factory testing for Node B
RF board functional test TestStand software	Manufacturing factory testing for RF
MTR Calibration TestStand Software	Manufacturing factory testing for Node B
MTR Calibration TestStand Software	Manufacturing factory testing for RF
Staging test software	Manufacturing factory testing for Node B
Staging test software	Manufacturing factory testing for RF
ICT software	Manufacturing test for UE
Modem board functional test TestStudio software	Manufacturing test for UE
Modem MTR TestStand software	Manufacturing test for UE
Modem Radiated block error rate test TestStand oftware	Manufacturing test for UE

history)	viintensennision
Web based Access Database front end	Storing results of software feature test.
Regression test suite software	Software for automated Load Bring Up testing
Software to run software / hardware integration tests	Software running a set of function tests based on standard regression tests as part of the software / hardware integration process.
NI measurement and automation suite	System test
TestStand	Software relating to Digital board and RF board functional tests.

### C. Other Documentation

All manuals, specifications, process diagrams or other documents relating to the NYCWiN Program, including but not limited to:

- Documentation delivered accompanying product relating to the NYCWiN Program including but not limited to:
  - Installation manuals for v5c Node B, full capacity INC, version 1 and version 2 TTLNAs
  - Element manager System Administration/Installation Manual
  - Element manager User Guide
  - User Equipment Management System (UMS) System Adminstration/Installation Manual/User Guide
  - Modem user guides for 2.5 GHz P1D, PCMCIA, PEM and PEM Ethernet Adapter
- Product design documentation for hardware and software relating to the NYCWiN Program including but not limited to:
  - Release 5 and ER-7 feature description documents

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- Requirements documents (RRDs)
- Feature Specification documents (FSDs)
- Architecture documents
- High Level Design and Low Level Design documents
- Test documentation for hardware and software relating to the NYCWiN Program, including but not limited to:
  - Unit, Feature, System, Key Performance, FOA (acceptance test) and manufacturing test plans
  - Unit, Feature, System, Key Performance, FOA (acceptance test) and manufacturing test station configuration descriptions
  - Bills of materials for test tools and platforms
- Documentation relating to the "build" of software including but not limited to:
  - Bill of materials of software tools and hardware platforms
  - Descriptions of the configuration of such tools and platforms
- Documentation relating to simulation tools, including the hardware and software used to perform simulations
- Technical data package enabling the manufacture of all in scope hardware products including:
  - Bill of materials
  - All relevant product designs, drawings and schematics
  - All relevant designs, drawings, schematics and bills of material for test jigs and automated test stations

Examples of such documentation are further specified below.

Software documentation within Sharepoint	Includes documentation relating to the IPW proprietary software, hardware schematics and Bills of Material
Spreadsheet of consigned test equipment by factory	Spreadsheets in respect of Syntech, Flextronics China, IPW and Jabil

and the state of t	Dissemion
Software Feature Test Documents	Test documentation written by System Engineering & Feature Test Team
Software Feature test team documents	Test details for running software feature test and results
System test documents	Test documents written by System Test with input from System Engineering and Development
System test plan	Defines coverage, procedure and configurations in respect of each phase of testing
Factory test node B documentation	
IPW factory test requirements: test requirements, test overview, test HLD	Factory test documentation stored in Share Point
IPW factory test development: SW guidelines, command reference guide	Factory test documentation stored in SharePoint
IPW factory test configuration: installation instructions, tray schematics, calibration process	Factory test documentation stored in SharePoint
IPW factory test ongoing support: maintenance, issue tracking, release notes	Factory test documentation stored in SharePoint
Load Bring Up test equipment documentation	Test equipment documentation stored in SharePoint
Software test equipment documentation within Sharepoint	Software scripts maintained by the software development group

### D. Databases

All databases which are relating to the NYCWiN Program, including but not limited to those specified below.

Laizinne.	a salbestephittin et se
MKS	Repository of source code including
	historical source code versions, modification
	requests, trouble tickets, FPGA and ASIC

and Charling 1	v (Storgaria)
	VHDL
Sharepoint	Repository of software documentation system used to manage the documentation.
Factory Network Database	SQL database for all historical and current data from manufacturing tests:  Test results data collection on all stations
	Failure analysis and statistics  Fail response from development for issues
Access Database	Repository of feature test results

### E. Designs

All designs relating to the NYCWiN Program, including but not limited to those specified below.

### 1. Registered Designs

(Giri	Pleasuration	Segnalation (co.	Polite vali bates
2102954	Base station for wireless communication system	24 July 2001	2 July 2011
2102953	Wireless modem	24 July 2001	2 July 2011
2102952	Wireless modem	24 July 2001	2 July 2011

# 2. Unregistered Designs

Disting		
ICT custom fixtures for NodeB Digital and RF	Manufacturing factory test for Node B	
 L	·	

cards	
RF JTAG bench top fixture	RF JTAG Manufacturing factory test
RF board manual test fixture	RF board functional test
Digital JTAG Chassis	Digital JTAG manufacturing test for Node B
Digital board functional test chassis	Digital board manufacturing test for Node B
Modem ICT fixtures (SnapSHOT)	Fixture for manufacturing test for UE
JTAG custom fixtures for Node B	Fixture for manufacturing test for UE
Custom fixture for board functional test	Fixture for manufacturing test for UE
Modem MTR bread bin fixture	Fixture for manufacturing test for UE
Custom fixtures manufactured by Test	Fixture for manufacturing test for UE
Solutions Limited.	

### F. Know-How

All Know-How rights relating to the NYCWiN Program, to the extent transfer is permitted by law, including but not limited to the know-how necessary to develop, manufacture, maintain and improve the IPW Products. Examples of Know-How are further specified below.

### 1. Software Test

g being stropes	Discoliquion.5
Test overview	Overview of hardware and software
	testing process
Engineering change procedures	Procedures for hardware revisions and
	validating software against such revisions.
New Feature / Bug Fix Development	Software development process
Concurrent Feature Development	Software development process
Feature Development Guidelines	Software development process
Software unit testing	Test environment either Win 32 test
	environment on development platform or test
·	harness running on target platform
	Fast regression testing exists for RLC,
	MAC, NBAP, FP and Scheduler

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Process for comparison of results of software feature tests against simulations as well the process for conducting the simulations	Carried out by systems engineering in the analysis of the results of software feature tests.
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# 2. Hardware Test

Control Break	payesus productions
Pre-manufacture hardware testing	Including design verification and
processes	software / hardware integration testing
Design verification testing	Testing of hardware proves the
	functional and parametric aspects of PCB
	assemblies and unit both at normal conditions
	and over varying temperatures and voltages.
Software/hardware integration process	Primarily comprises two stages:
	Software support for hardware team to run DVD
	2. Software to run a set of functional tests based mainly on standard regression tests.

# 3. System Test

	PXEster quaties
System Test Lab Network	Diagram Revision 1.1 Drawn by P. Stephen 25 November 2008
SSR Soak Test	
FDP and UDP test script	
T-mobile Key Performance Indicators	T-mobile KPIs are used in the assessment of certain functionality of the NY system.
System Test Automated Process	Process flow chart
System test automated testing	Including air interface testing and

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approximately 15 key tests

# 4. Manufacturing Test

Anoverga:	Daswingson
IPW factory test requirements: test requirements, test overview, test HLD	Factory test documentation stored in Share Point
IPW factory test development: SW guidelines, command reference guide	Factory test documentation stored in SharePoint
IPW factory test configuration: installation instructions, tray schematics, calibration process	Factory test documentation stored in SharePoint
IPW factory test ongoing support: maintenance, issue tracking, release notes	Factory test documentation stored in SharePoint
Procedures included as part of configuration control in factory test development	Includes change requests and patch procedures.
BFT Tests	Factory test development
Block Error Rate Tests	Factory test development
MTR tests	Factory test development
Staging tests	Factory test development
UE factory tests	Including modern production line, ICT, JTAG, BFT, MTR and recording results
Product requirements for Golden Units	Golden units are produced in order to verify test platforms

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