

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT				
NATURE OF CONVEYANCE:	Corrective Assignment to correct the assignee name previously recorded on Reel 012984 Frame 0080. Assignor(s) hereby confirms the Assignment pursuant to Asset Purchase Agreement.				
CONVEYING PARTY DATA					
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Talaricom Inc.</td> <td>05/22/2002</td> </tr> </tbody> </table>		Name	Execution Date	Talaricom Inc.	05/22/2002
Name	Execution Date				
Talaricom Inc.	05/22/2002				
RECEIVING PARTY DATA					
Name:	Com Dev International Ltd.				
Street Address:	155 Sheldon Drive				
City:	Cambridge				
State/Country:	CANADA				
Postal Code:	N1R 7H6				
PROPERTY NUMBERS Total: 1					
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Patent Number:</td> <td>6492942</td> </tr> </tbody> </table>		Property Type	Number	Patent Number:	6492942
Property Type	Number				
Patent Number:	6492942				
CORRESPONDENCE DATA					
Fax Number:	(416)361-1398				
Phone:	416-957-1699				
Email:	vkrichker@bereskinparr.com				
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>					
Correspondent Name:	Victor Krichker				
Address Line 1:	40 King Street West				
Address Line 2:	40th floor				
Address Line 4:	Toronto, CANADA M5H 3Y2				
ATTORNEY DOCKET NUMBER:	8989-351				
NAME OF SUBMITTER:	Victor Krichker				
Total Attachments: 4 source=Assignment Documents#page1.tif source=Assignment Documents#page2.tif source=Assignment Documents#page3.tif source=Assignment Documents#page4.tif					

CH \$40.00 6492942

06-18-2002

Form **PTO-1595**
(Rev. 1/01)



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

OMB No. 0651-0027 (exp. 5/31/2002)

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Talaricom Inc.

6-12-02

2. Name and address of receiving party(ies)

Name: Com Dev International Inc.

Internal Address: 155 Sheldon Drive

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other Asset Purchase Agreement

Street Address: _____

City: Cambridge, Ontario, CANADA State: _____ Zip: N1R 7H6

Execution Date: 3/26/2002

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

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s) 09/707855

B. Patent No.(s) _____

Additional numbers attached? Yes No

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

Name: David B. Cochran, Esq.

Internal Address: Jones, Day, Reavis & Pogue

North Point

901 Lakeside Avenue

Street Address: Same

City: Cleveland State: OH Zip: 44114

6. Total number of applications and patents involved:

7. Total fee (37 CFR 3.41).....\$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

501432 (Ref. 800631600010)

DO NOT USE THIS SPACE

9. Signature.

06/18/2002 LMUELLER 00000018 501432 09707855

01 FC:581

40.00 CH

David B. Cochran

Name of Person Signing

David Cochran
Signature

June 4, 2002

Date

Total number of pages including cover sheet, attachments, and documents: 3

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

OFFICE OF THE CLERK OF THE PATENT AND TRADEMARK OFFICE
2002 JUN 12 PM 1:10
FINANCE SECTION

PATENT

REEL: 028164 FRAME: 0353

PATENT ASSIGNMENT

WHEREAS, Talaricom Inc. (the "Seller"), an Ontario corporation, is the sole and exclusive owner of U.S. Serial No. 09/707855, entitled "Content-Based Adaptive Parasitic Array Antenna System", and of the inventions or improvements disclosed therein (hereinafter referred to as the "Patent");

WHEREAS, Com Dev International Ltd. (the "Buyer"), a Canadian corporation, is acquiring the Patent from the Seller pursuant to the terms set forth in that certain Asset Purchase Agreement between the Buyer and the Seller dated March 26, 2002 (the "Agreement");

WHEREAS, the Seller wishes to herein memorialize said assignment, transfer and sale of the Patent to the Buyer.

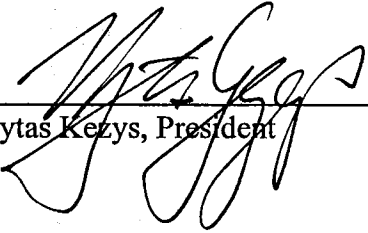
NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that for good and valuable consideration set forth in the Agreement, and other valuable and legally sufficient consideration, the receipt and legal sufficiency of which is hereby acknowledged, the Seller has sold, assigned and transferred, and by these presents does sell, assign and transfer unto the Buyer, all right, title and interest in and to the Patent, and any continuations, continuations-in-part, divisions, reissues, reexaminations, extensions, and foreign patents and patent applications thereof, and any rights to file applications and receive patents thereon, the same to be held and enjoyed by the Buyer for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, to the end of the term or terms for which the Patent are or may be granted or reissued, as fully and entirely as the same would have been held and enjoyed by the Seller if this assignment and sale had not been made; together with all claims for past and future damages by reason of infringement of same, with the right to sue for past and future damages and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.

AND, the Seller hereby requests the United States Commissioner of Patents and Trademarks (the "Commissioner"), as well as his or her foreign counterparts in the foreign jurisdictions which exercise authority over the Patent to record this Patent Assignment. The Seller hereby further requests the Commissioner and his or her foreign counterparts to issue any and all patents resulting from applications from the Patent or derived therefrom to Buyer as assignee of the entire interest.

This Patent Assignment shall be binding upon and shall inure to the benefit of the respective successors and assigns of the Seller and the Buyer. This Patent Assignment shall not confer any rights or remedies upon any person other than the parties hereto, and their respective successors and assigns.

IN TESTIMONY WHEREOF, the Seller has caused this Assignment to be executed by its duly authorized representative on May 22, 2002.

Talaricom Inc.

By: 
Vytas Kezys, President


ATTEST:



CERTIFICATE OF ACKNOWLEDGEMENT

I, Paul Mahaffy, a Notary Public do hereby certify that Vytas Kezys, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as a free act and deed on behalf of the identified corporation, with authority to do so.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 22nd day of May, 2002.


Notary Public

Commission Expires:  is for life