

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
NICTA IPR Pty Limited	02/15/2013
RECEIVING PARTY DATA	
Name:	Nitero Pty Limited
Street Address:	Level 2, 304 Nicholson Street
City:	Fitzroy
State/Country:	AUSTRALIA
Postal Code:	Victoria 3065
PROPERTY NUMBERS Total: 8	
Property Type	Number
Application Number:	13120214
Application Number:	12920053
Application Number:	12130869
Application Number:	13321517
Application Number:	13384932
Application Number:	13514528
Application Number:	13511335
Application Number:	13522908
CORRESPONDENCE DATA	
Fax Number:	4084141076
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	vneill@h35g.com
Correspondent Name:	Edward A. Becker
Address Line 1:	1 Almaden Blvd, Floor 12
Address Line 4:	San Jose, CALIFORNIA 95113

ATTORNEY DOCKET NUMBER:	60340
NAME OF SUBMITTER:	Edward A. Becker
Signature:	/EdwardABecker#37777/
Date:	04/11/2013

Total Attachments: 11

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Date: February 20th, 2013

Deed of Assignment

NICTA IPR Pty Limited
ABN 33 118 121 387

Nitro Pty Limited
ABN 51 139 663 451

This deed of assignment

is made on February 20th, 2013 between the following parties:

1. **NICTA IPR Pty Limited (ACN 118 121 387)**, an Australian company, of Level 5, 13 Garden Street, Eveleigh, NSW 2015, Australia (**Assignor**)

and

2. **Nitero Pty Ltd. (ABN 51 139 663 451)**, an Australian company, of Level 2, 304 Nicholson St., Fitzroy, Victoria 3065, Australia (**Assignee**)

Recitals

- A. Assignor is the owner of certain intellectual property rights as listed under Annexure A to this Deed ("Licensed IP").
- B. Under clause 11.1 of a Licence Agreement dated on or about 15 May 2011 ("Licence Agreement") entered into between Assignor and Assignee, Assignor granted an option to Assignee to acquire the Licensed IP once certain milestones had been achieved by the Assignee ("the Option").
- C. In a letter dated 4 Jan 2013, Assignee notified Assignor of the occurrence of one of the milestones referred to under clause 11.2 of the Licence Agreement which is a prerequisite to exercising the Option. Thus, Assignee purported to exercise the Option.
- D. Assignor acknowledges the satisfaction of the milestone condition set forth in clause 11.2 of the license Agreement and has agreed to assign to Assignee of all of Assignor's rights, title and interest in and to the Licensed IP in all countries throughout the world in accordance with the terms of the Option and on the terms of this Deed.

This deed witnesses that, in reliance upon the Option Notice given by Licensee to NIPR and in consideration of the payment by Assignee to Assignor of AUD\$1 and the other terms and conditions contained herein, the parties agree:

Assignment

- 1.1 Assignor hereby assigns and confirms the assignment to Assignee of:
 - (a) all of Assignor's rights, title and interest in and to the Licensed IP in respect of all other throughout the world,
 - (b) the right to apply for Intellectual Property rights protecting the Licensed IP (including for patents) in any country or countries throughout the world, and
 - (c) the right to claim priority under any applicable International Convention for Intellectual Property protection relating to the Licensed IP,
 - (d) any rights derived from applications for Intellectual Property rights and any patent granted thereon, and
 - (e) the right to sue for damages and other remedies in respect of any infringement of rights related to the Licensed IP which may have occurred before this assignment.
- 1.2 Assignor shall, at the request and expense of Assignee, do all such things and sign all such documents that may reasonably be required to effect this deed and to enable Assignee to apply for and obtain and defend Intellectual Property rights for the Licensed IP in any country throughout the world, now and in the future.
- 1.3 Assignor hereby authorises and requests the relevant patent authority to issue the patent to Assignee in respect of the Licensed IP, including Assignor's entire right, title, and

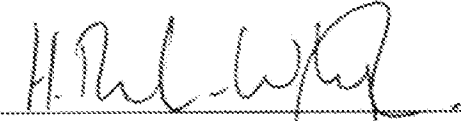
interest in and to the patent, for Assignee's sole use and benefit, to the full end of the term for which said patent may be granted, as fully and entirely as if the patent had been held by Assignor had this assignment not been made.

- 1.4 This assignment is effective on the date of this Deed.
- 1.5 NIPR shall retain the rights reserved to it with respect to the Licensed IP pursuant to clause 3.5 of the License Agreement.

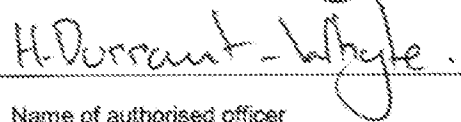
General

- 2.1 In this deed, unless the context otherwise requires:
- (a) headings and boldings are for convenience only and do not affect the interpretation of this deed;
 - (b) words importing the singular include the plural and vice versa;
 - (c) a reference to a person includes a corporation; and
 - (d) a reference to a person includes that person's successors and legal personal representatives.
- 2.2 This deed may be executed in counter parts.
- 2.3 This deed is governed by the law in force in New South Wales, Australia. Each party submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in New South Wales, and any court that may hear appeals from any of those courts, for any proceedings in connection with this agreement, and waives any right it might have to claim that those courts are an inconvenient forum.

EXECUTED as a deed by NICTA IPR Pty Ltd
by its duly authorised officer



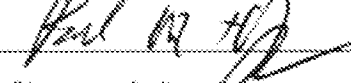
Signature of authorised officer



Name of authorised officer

Date: 15/02/2013

In the presence of:



Signature of witness



Name of witness

EXECUTED as a deed by NITERO Pty Limited
by its duly authorised officer



Signature of authorised officer

N. Patrick Kelly

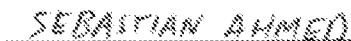
Name of authorised officer

Date: 02/20/2013

In the presence of:



Signature of witness



Name of witness

Annexure A

LICENSED INTELLECTUAL PROPERTY

PART 1 - EXCLUSIVELY LICENSED INTELLECTUAL PROPERTY

The Intellectual Property owned or licensed by NIPR relating to the following inventions, projects and/or technology, as described in the tables below:

A. Exclusively Licensed Patent Rights

NICTA Reference No.: N08 004-US	Application No.: 13/120,214 (From: International Patent Application No. PCT/AU2008/001410)
Title: Millimetre Wave Bandpass Filter on CMOS	
Type: Patent –National Phase (USA)	
Priority Date: 23/09/2008	
Inventors: Wave (Bo) YANG; Efstratios (Stan) SKAFIDAS; Rob EVANS.	

NICTA Reference No.: N08 004-AU	Application No.: t.b.c. (From: International Patent Application No. PCT/AU2008/001410)
Title: Millimetre Wave Bandpass Filter on CMOS (formerly: "50GHz Step-Impedance-Resonator (SIR) Bandpass Filter on standard CMOS")	
Type: Patent –National Phase (Australia)	
Priority Date: 23/09/2008	
Inventors: Wave (Bo) YANG; Efstratios (Stan) SKAFIDAS; Rob EVANS.	

NICTA Reference No.: N89 022-AU	Application No.: 2010321603
Title: Improved Orthogonal Frequency Division Multiplexing (OFDM).	Type: Patent – PCT
Priority Date: 23/11/2009	
Inventors:	Yunxin (Jeff) LI

NICTA Reference No.: N89 022-US	Application No.: 13/511,335
Title: Improved Orthogonal Frequency Division Multiplexing (OFDM).	Type: Patent – PCT
Priority Date: 23/11/2009	
Inventors:	Yunxin (Jeff) LI

NICTA Reference No.: N89 029-AU	Application No.: Lb.c. – from PCT/AU2011/000647
Title: Estimation of Signal to Noise Ratio in Receivers	Type: Patent – PCT
Priority Date: 19/01/2010	
Inventor:	Yunxin (Jeff) LI

NICTA Reference No.: N89 029-US	Application No.: 13/522,908
Title: Estimation of Signal to Noise Ratio in Receivers	Type: Patent – PCT
Priority Date: 19/01/2010	
Inventor:	Yunxin (Jeff) LI

B(i). Copyright forming part of the Exclusively Licensed Intellectual Property

Title / Description	
SOFTWARE	
1.	Improvements to WiGig end-to-end WiGig reference model implemented in Matlab.
OTHER	
1.	Digital baseband documentation related to WiGig standard, demo platforms, and other design requirements and test specifications for standards (from 1 st Oct 2005 to present).

B(ii). Exclusively Licensed Intellectual Property other than Patent Rights and copyright – other rights

	Description	Nature of Right (e.g. design, trade mark)	Registration/Appln. No. and Country (for registered rights) or other details
1.	RF CMOS Chip Version 1 130nm : building blocks only June 2006	Integrated circuit layout, spice models, simulations	Not registered;
2.	RF CMOS Chip Version 2 130nm : building blocks only Jan 2007	Integrated circuit layout, spice models, simulations	Not registered;
3.	RF CMOS Chip Version 3 130-nm: full transceiver Sept 2007 Production ID T78E	Integrated circuit layout, spice models, simulations	Not registered;
4.	RF CMOS Chip Version 4 Oct 2008 65-nm: phased array transceiver Production ID T94D	Integrated circuit layout, spice models, simulations	Not registered;
5.	RF CMOS Chip Version 5 January 2011 65-nm: phased array transceiver Production ID TBD	Integrated circuit layout, spice models, simulations	Not registered;
6.	RF (development) circuit board schematics (PCB design) to support the 60GHz chip	Printed circuit design, spice models, simulations	Not registered;
7.	Designs for patch antennas and antenna designs on PCBs and any other substrate created for research and development	Integrated circuit layout, spice models, simulations	Not registered;
8.	Designs for waveguide layouts for 80Ghz circuitry between chip and antenna	Integrated circuit layout, spice models, simulations	Not registered;
9.	Designs for mixed signal board (includes FPGA	Printed circuit design	Not registered;

Description			Nature of Right (e.g. design, trade mark)	Registration/Appin. No. and Country (for registered rights) or other details
configurations)				
10.	Designs for Digital baseband FPGA implementation		Firmware: RTL, Synopsys setup files, libraries, and verification vector generation, Xilinx ISE configuration files	Not registered;

C. Exclusively Licensed Know How

Description		Date Created
1	Research notes and results of research experiments (by the GiFi South Team) into aspects of GiFi South project either in soft or hard copy form.	1st March 2006 to 30 June 2011
2	All documents either in soft copy or printed form pertaining to items listed in Part 1(a), 1(b) and 1(c) for software code, documents, circuit designs and enclosures.	1st Oct 2005 to 30 June 2011
3	All soft and hard copy documents containing presentations, reviews, descriptions, posters created by the GiFi project (by the GiFi South or the Austin Team) to describe, review and present the project, including: (i) Technical reports, specifications, descriptions, manuals and other such documents (by the GiFi South or the Austin Team) describing 60GHz product design, implementation, testing, modification, debugging, performance and use; and (ii) Documents (by the GiFi South or Austin Team) pertaining to business plans, roadmaps, technical plans, product plans, product designs, task plans, technical background, market research, visit diaries, competitor research, standards bodies interactions and other such activities undertaken in determining potential commercial viability of 60GHz products	1st Oct 2005 to 30 June 2011