

## PATENT ASSIGNMENT

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 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Bell Industries, Inc.	06/13/2008
RECEIVING PARTY DATA	
Name:	Velocita Wireless LLC
Street Address:	10 Woodbridge Center Drive
City:	Woodbridge
State/Country:	NEW JERSEY
Postal Code:	07095
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	5590403
CORRESPONDENCE DATA	
Fax Number:	3013403022
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	7038671886
Email:	john.kasha@kashalaw.com
Correspondent Name:	John R. Kasha
Address Line 1:	14532 Dufief Mill Rd
Address Line 4:	North Potomac, MARYLAND 20878
ATTORNEY DOCKET NUMBER:	MTL0001-RE
NAME OF SUBMITTER:	John R. Kasha
Signature:	/John R. Kasha/
Date:	06/11/2013
Total Attachments: 5 source=5 - Bell to Velocita Assignment of Patents-c#page1.tif source=5 - Bell to Velocita Assignment of Patents-c#page2.tif source=5 - Bell to Velocita Assignment of Patents-c#page3.tif source=5 - Bell to Velocita Assignment of Patents-c#page4.tif source=5 - Bell to Velocita Assignment of Patents-c#page5.tif	

CH \$40.00 5590403



## ASSIGNMENT OF PATENTS

This ASSIGNMENT OF PATENTS is effective as of June 13, 2008, between Bell Industries, Inc., a California corporation, having a business address of 8888 Keystone Crossing, Suite 1700, Indianapolis, Indiana ("ASSIGNOR"), and Velocita Wireless LLC, a Delaware limited liability company, having a business address of 10 Woodbridge Center Drive, Woodbridge, New Jersey ("ASSIGNEE").

WHEREAS, ASSIGNEE has entered into an Asset Purchase Agreement dated March 30, 2008 (the "Agreement") wherein ASSIGNEE is purchasing certain property and assets of ASSIGNOR, including certain intellectual property;

WHEREAS, ASSIGNOR is the owner of all right, title and interest in and to the patents and the patent applications (and the inventions disclosed therein) identified in the attached Schedule A ("Patent Properties"); and

WHEREAS, ASSIGNEE is desirous of acquiring the aforesaid Patent Properties and the right to recover damages for any past and future acts of infringement associated with the Patent Properties.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by ASSIGNOR, and subject to any rights and licenses granted to third parties on or before the effective date hereof, ASSIGNOR does hereby assign unto ASSIGNEE all rights, title and interest of ASSIGNOR in and to the aforesaid Patent Properties identified hereinabove, any legal equivalent thereof in all foreign countries (subject, however, to applicable patents laws in such countries), the right to claim priority therefrom, and in and to all additional patents and patent applications to be obtained from such Patent Properties from any future applications, continuations, divisions, renewals, extensions, substitutes, reissues or re-examinations thereof, each and all to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the terms for which any of such Patent Properties are granted, plus any extensions, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR had this assignment not been made, together with all claims for damages by reason of past and future infringement of said Patent Properties, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.

ASSIGNOR authorizes and requests the United States Patent and Trademark Office to issue any and all United States Letters Patent resulting from the Patent Properties listed herein or any divisions, reissues, continuations (in whole or in part), renewals, extensions, substitutes or re-examinations thereof to ASSIGNEE as assignee of ASSIGNOR's interest therein.

ASSIGNOR hereby agrees to do such further acts and things, and to execute and deliver such additional conveyances, assignments, agreements and instruments, reasonably necessary to effect or evidence the assignment to ASSIGNEE of (i) the Patent Properties and any legal equivalent thereof in all foreign countries (subject, however, to applicable patents laws in such countries), (ii) the right to claim priority therefrom, (iii) all additional patents and patent



applications to be obtained from such Patent Properties from any future applications, continuations, divisions, renewals, extensions, substitutes, reissues or re examinations thereof, and (iv) all claims for damages by reason of past and future infringement of said Patent Properties.

ASSIGNOR: BELL INDUSTRIES, INC.

By: [Signature]

Name: Clinton J. Coleman

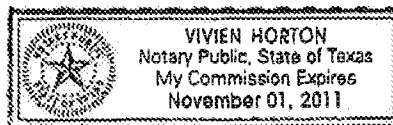
Title: Interim CEO

State of TX )

County of Dallas ) : ss.:

BE IT KNOWN, that on this 11 day of June, 2008, before me personally came Clinton Coleman, to me known and known to me to be the person mentioned in and who executed the foregoing assignment, and he acknowledged to me that he executed the same as his free act and deed for the use and purposes therein mentioned.

[Signature]  
Notary Public





Schedule A

"Patent Properties"

Issued Patents of Grantor

1. US Patent No. 6,664,868 (SKY01003)
2. US Patent No. 6,844,803 (SKY01004)
3. US Patent No. 6,714,097 (SKY01006)
4. US Patent No. RE 33,417 (SKY86001RE)
5. Canada (SKY88001)  
Patent No. 1,310,699
6. Mexico (SKY88001)  
Patent No. 171,182
7. Mexico (SKY89001)  
Patent No. 172,726
8. US Patent No. 5,278,891 (SKY88001C1)
9. US Patent No. 5,408,515 (SKY88001C1P1)
10. US Patent No. 5,438,610 (SKY88001C2)
11. US Patent No. 5,651,050 (SKY88001C3)
12. US Patent No. 5,144,648 (SKY89001)
13. US Patent No. 5,396,228 (SKY92001)
14. US Patent No. 5,590,403 (SKY92002)
15. European Patent No. 669062 (SKY92002)
16. France Patent No. 669062 (SKY92002)
17. Germany Patent No. P6931771.8 (SKY92002)
18. Great Britain Patent No. 669062 (SKY92002)
19. US Patent No. 5,915,210 (SKY92002C1)



20. US Patent No. 5,581,804 (SKY92002D1)
21. US Patent No. 5,634,198 (SKY92002D2)
22. US Patent No. 5,754,946 (SKY92002P1)
23. US Patent No. 5,559,862 (SKY94003)
24. US Patent No. 5,539,392 (SKY94004)
25. US Patent No. 5,659,891 (SKY95001)
26. US Patent No. 5,784,002 (SKY95002)
27. US Patent No. 5,809,428 (SKY96001)
28. US Patent No. 5,894,506 (SKY96002)
29. US Patent No. 5,924,017 (SKY96003)
30. US Patent No. 5,786,748 (SKY97001)



Pending Patent Applications of Grantor

1. Patent Cooperation Treaty (SKY00002)  
Application No. PCT/US01/42039
2. US Patent Application (SKY03004)  
Application No. 10/830,002
3. US Patent Application (SKY04004)  
Application No. 11/128,484
4. Patent Cooperation Treaty (SKY04004PCT)  
Application No. PCT/US05/40936
5. Canada (SKY04004CA)  
Application No. 2,586,875
6. Mexico (SKY04004MX)  
Application No. MX/a/2007/005760
7. Patent Cooperation Treaty (SKY88001)  
Application No. PCT/US89/01540
8. Patent Cooperation Treaty (SKY89001)  
Application No. PCT/US90/04693
9. France Patent Application No. 97201162.1 (SKY92002)
10. Germany Patent Applciation No. 97201162.1 (SKY92002)
11. Great Britain Patent Application No. 97201162.1 (SKY92002)
12. Patent Cooperation Treaty (SKY92002)  
Application No. PCT/US93/10713