

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT2963475

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
POWERWAVE TECHNOLOGIES, INC.	05/22/2013
RECEIVING PARTY DATA	
Name:	P-WAVE HOLDINGS, LLC
Street Address:	10877 WILSHIRE BOULEVARD
Internal Address:	18TH FLOOR
City:	LOS ANGELES
State/Country:	CALIFORNIA
Postal Code:	90024
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14448699
CORRESPONDENCE DATA	
Fax Number:	(207)219-8426
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	207-219-8418
Email:	ccaseiro@caseioburke.com
Correspondent Name:	CASEIRO BURKE LLC
Address Line 1:	P.O. BOX 610
Address Line 4:	SCARBOROUGH, MAINE 04070-0610
ATTORNEY DOCKET NUMBER:	PWH-PWV237CON
NAME OF SUBMITTER:	CHRIS A. CASEIRO
SIGNATURE:	/Chris A. Caseiro/
DATE SIGNED:	07/31/2014
Total Attachments: 5	
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ASSIGNMENT OF PATENTS

This Assignment of Patents (this "Assignment") is made as of May 22, 2013, by and between POWERWAVE TECHNOLOGIES, INC., a Delaware corporation ("Assignor"), and P-WAVE HOLDINGS, LLC, a Delaware limited liability company ("Assignee"). Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to them in that certain Asset Purchase Agreement, dated as of May 13, 2013, by and among Seller and Purchaser (the "Asset Purchase Agreement").

WHEREAS, the Assignor is the owner of all right, title and interest in and to the Patents including those listed on the attached Schedule A, and one or more inventions described in the Patent applications listed on the attached Schedule A (collectively, the "Patents and Patent Applications");

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated as of May 13, 2013, (the "Asset Purchase Agreement"); and

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor has agreed to sell, transfer, assign and convey to Assignee, and Assignee has agreed to purchase and acquire from Assignor, the Patents and Patent Applications.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged:

1. Assignor hereby sells, assigns and transfers to Assignee its entire right, title and interest in and to the Patent and Patent Applications, including but not limited to worldwide patent rights, any and all registrations and applications relating thereto, and any renewals, reissues, extensions, continuations and divisionals thereof, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, the underlying inventions claimed therein, and all priority rights, convention rights and other benefits accruing or to accrue with respect to the filing of applications for patents or the issuance of patents in all countries in respect of the Patent and Patent Applications, and in and to all causes of action, either in law or in equity for past, present or future infringement, and in and to all rights corresponding to the foregoing throughout the world.

2. Assignor agrees to execute all documents and assist in all proceedings (at the sole cost and expense of Assignee) to perfect, register or record the rights of the Assignee to the Patent and Patent Applications as Assignee may reasonably deem necessary or appropriate. If Assignor does not, within fifteen (15) days of presentment, return the requested executed documents, then Assignee is hereby granted a limited power of attorney to execute all such documents on behalf of Assignor. This power of attorney is coupled with an interest and is irrevocable.

3. Assignor hereby authorizes and requests the Director of the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable countries outside the United States, to record this Assignment and issue such letters patent as shall be

granted upon the Patent and Patent Applications, or applications based thereon, to Assignee, its successors and assigns.

4. This Assignment shall be governed by, construed and enforced in accordance with the laws of the State of New York without regard to any applicable conflicts of law rules or principles.

6. This Assignment may be executed (including by facsimile or other electronic transmission (e.g., portable data format)) with counterpart signature pages or in multiple counterparts, all of which shall be considered one and the same agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by its duly authorized representatives on the day and year first above written.

ASSIGNOR:

POWERWAVE TECHNOLOGIES, INC.

By: 

Name: Bradley Dietz

Title: Chief Restructuring Officer

ASSIGNEE:

P-WAVE HOLDINGS, LLC

By: _____

Name:

Title:

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by its duly authorized representatives on the day and year first above written.

ASSIGNOR:

POWERWAVE TECHNOLOGIES, INC.

By: _____
Name: Bradley Dietz
Title: Chief Restructuring Officer

ASSIGNEE:

P-WAVE HOLDINGS, LLC

By: Craig Brooks
Name: Craig Brooks
Title: Vice President

[Signature Page to Assignment of Patents]

