

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT3734480

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
VECTRAD NETWORKS CORPORATION	12/17/2004
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	ADAPTIX, INC.
<b>Street Address:</b>	4100 MIDWAY ROAD
<b>Internal Address:</b>	SUITE 2010
<b>City:</b>	CARROLLTON
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75007
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	14270039
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(214)855-8200
<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>	
<b>Phone:</b>	(214) 855-7430
<b>Email:</b>	donna.dobson@nortonrosefulbright.com
<b>Correspondent Name:</b>	ROBERT GREESON
<b>Address Line 1:</b>	NORTON ROSE FULBRIGHT US LLP
<b>Address Line 2:</b>	2200 ROSS AVENUE, SUITE 3600
<b>Address Line 4:</b>	DALLAS, TEXAS 75201
<b>ATTORNEY DOCKET NUMBER:</b>	NETP.P0009US.C2/11313109
<b>NAME OF SUBMITTER:</b>	ROBERT GREESON
<b>SIGNATURE:</b>	/Robert Greeson #52966/
<b>DATE SIGNED:</b>	02/11/2016
<b>Total Attachments: 11</b>	
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## PATENT ASSIGNMENT

This PATENT ASSIGNMENT is dated as of December 17, 2004 and is made from Vectrad Networks Corporation, a Washington corporation ("Assignor") on the one hand, to Adaptix, Inc., a Delaware corporation ("Assignee") on the other hand.

### RECITALS

WHEREAS, Assignor is the owner of all right, title and interest in certain patents and applications therefor as identified on Schedule 1 attached hereto (the "Patents"); and

WHEREAS, Assignee wishes to acquire from Assignor, and Assignor wishes to transfer to Assignee, all right, title and interest in, to and under the Patents;

NOW, THEREFORE, for good and valuable consideration, including a cash payment of \$5,000 delivered herewith, the receipt and sufficiency of which is hereby acknowledged by Assignor:

1. Assignor hereby conveys, assigns, quitclaims, transfers and delivers to Assignee, its successors and assigns, all right, title and interest throughout the world in, to and under the Patents, and the underlying inventions described therein and any United States or foreign reissues, divisions, renewals, extensions, provisionals, continuations and continuations-in-part thereof, and substitutes therefor, and all letters patent of the United States which have been or may be granted thereon and all foreign counterparts thereof, together with the right to sue and recover damages for future or past infringements of the Patents and to fully and entirely stand in the place of Assignor in all matters related thereto. The Patents purchased hereby are free and clear of any liens, claims, encumbrances, or interests pursuant to 11 U.S.C. 363, including any third party liability claims that may relate to or arise from the Patents,

2. Assignor confirms with its signature below that it has received an order of the Bankruptcy Court authorizing the sale and assignment to Assignee pursuant to the terms hereof after necessary notice to creditors and other parties-in-interest of Vectrad. The final form of order is attached hereto as Exhibit A.

3. Assignor agrees to take such further reasonable action requested by Assignee to carry out and fulfill the purposes and intent of this Patent Assignment; provided that these actions do not burden Assignor with any expense.


4. Assignor hereby requests the Commissioner of Patents and Trademarks (the "Commissioner") to record this Patent Assignment to Assignee. Assignor hereby further requests the Commissioner to issue any and all letters patent of the United States resulting from applications on any Patents or derived from the Patents to Assignee as assignee of the entire interest. Assignor hereby warrants and covenants that, subject to Bankruptcy Court approval, it has full right to convey the entire interest herein assigned, and further that Assignor will not execute any agreements inconsistent herewith.

Subject to the foregoing, the assignment of the Patents pursuant to this Patent Assignment is "as is where is" without warranty of any kind. The document may be executed in one or more counterparts, each of which shall be deemed an original, and such counterparts shall together constitute one and the same agreement, binding upon the parties hereto.

IN WITNESS WHEREOF, the parties have executed, made and entered into this Patent Assignment under seal as of the date first set forth above.

ASSIGNOR:

VECTRAD NETWORKS CORPORATION, a Washington corporation

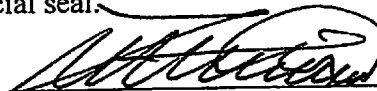
By:   
Name: Robert D. Steinberg  
Title: Chapter 7 Bankruptcy Trustee for Vectrad Networks Corporation

THE STATE OF WASHINGTON

County of King

This instrument was executed before me on this 15<sup>th</sup> day of December, 2004 by Robert D. Steinberg, the Chapter 7 Bankruptcy Trustee of Vectrad Networks Corporation, a Washington corporation, on behalf of said corporation.

WITNESS my hand and official seal.

  
Notary Public in and for  
The State of Washington

Timothy W. Dare  
Printed or Typed Name of Notary

My Commission Expires 7-17-08



ASSIGNEE:

ADAPTIX, INC., a Delaware corporation

By: \_\_\_\_\_

Name: Lixue Zhang

Title: VP Finance

THE STATE OF WASHINGTON

County of King

This instrument was executed before me on this 17 day of December, 2004 by Lixue Zhang, the VP Finance of Adaptix, Inc., a Washington corporation, on behalf of said corporation.

WITNESS my hand and official seal.

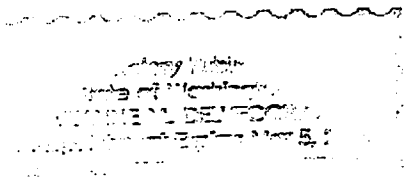
Suzanne M. Deluciani

Notary Public in and for  
The State of Washington

Suzanne M. Deluciani

Printed or Typed Name of Notary

My Commission Expires 3/5/2005



SCHEDULE 1

PATENTS ASSIGNMENT

[Attach most current schedule of Patents]

[SCHEDULE 1 TO PATENT ASSIGNMENT]

PATENT  
REEL: 037713 FRAME: 0006

EXHIBIT A  
TO PATENT ASSIGNMENT

[Insert Bankruptcy Order]

[EXHIBIT A TO PATENT ASSIGNMENT]

PATENT  
REEL: 037713 FRAME: 0007

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Judge: The Honorable Thomas T. Glover  
Chapter: 7  
Hearing Location: Seattle, Room 7106  
Hearing Date: December 17, 2004  
Hearing Time: 9:30 a.m.  
Response Date: December 13, 2004

IN THE UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

In Re:

VECTRAD NETWORKS CORPORATION,  
  
Debtor.

BANKRUPTCY NO. 03-21756  
  
ORDER APPROVING SALE OF  
PATENT ASSETS FREE AND  
CLEAR OF ALL LIENS, INTERESTS  
AND ENCUMBRANCES

THIS MATTER having come before the Court on the Trustee's Motion for Authority to Sell Patent Assets Free and Clear of All Liens, Interests and Encumbrances ("Motion"); the Court finding that notice and an opportunity for a hearing were fair and adequate and in compliance with the Bankruptcy Code and Rules; the Court finding that no objections or responses to the Motion were filed with the Court or received by the undersigned attorneys for the Trustee; the Court finding that the Trustee's proposed sale of the patents and patent applications identified on the attached Exhibit A (collectively, "Patent Assets") to Adaptix, Inc. for \$5,000 free and clear of all liens, interests and encumbrances is fair, reasonable and in the best interest of the estate; and the Court otherwise being fully advised; now, therefore, it is hereby:

ORDERED, ADJUDGED AND DECREED that the Trustee is authorized under 11 U.S.C. § 363(b) to sell the Patent Assets to Adaptix, Inc. for \$5,000; and it is further

ORDER APPROVING SALE OF PATENT ASSETS FREE  
AND CLEAR OF ALL LIENS, INTERESTS AND  
ENCUMBRANCES - 1  
400431.01

Ryan, Swanson & Cleveland, PLLC

1201 Third Avenue, Suite 3400  
Seattle, Washington 98101-3034  
phone 206.464.4224 | fax 206.621.7568



1 ORDERED, ADJUDGED AND DECREED that pursuant to 11 U.S.C. § 363(f), the  
2 Trustee's sale of the Patent Assets shall be free and clear of all liens, interests and  
3 encumbrances including any third party liability claims, with any such liens, interests or  
4 encumbrances attaching to the sale proceeds; and it is further

5 ORDERED, ADJUDGED AND DECREED that the Trustee is authorized to execute  
6 any document reasonable or necessary to effectuate the sale of the Patent Assets including the  
7 Patent Assignment attached to the Motion; and it is further

8 ORDERED, ADJUDGED AND DECREED that the automatic stay of Federal Rule of  
9 Bankruptcy Procedure 6004(g) is waived and does not apply to this Order.

10 DONE this 15 day of December, 2004.

11 

12 THE HONORABLE THOMAS T. GLOVER  
13 UNITED STATES BANKRUPTCY JUDGE

14 Presented by:

15 RYAN, SWANSON & CLEVELAND, PLLC

16 By /s/ Timothy W. Dore  
17 Timothy W. Dore, WSBA #17131  
18 Attorneys for Trustee  
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ORDER APPROVING SALE OF PATENT ASSETS FREE  
AND CLEAR OF ALL LIENS, INTERESTS AND  
ENCUMBRANCES - 2  
400431.01

Ryan, Swanson & Cleveland, PLLC

1201 Third Avenue, Suite 3400  
Seattle, Washington 98101-3034  
phone 206.464.4224 | fax 206.621.7568

## ADDENDUM TO PATENT ASSIGNMENT

This Addendum to Patent Assignment dated as of February 10, 2005 between Vectrad Networks Corporation, a Washington corporation ("Assignor") and Adaptix, Inc., a Delaware corporation ("Assignee"), is attached to and hereby made a part of that certain Patent Assignment dated as of December 17, 2004 between Assignor and Assignee.

### RECITAL

- A. Assignor and Assignee intended that the Patent Assignment assign to Assignee the entire patent-related intellectual property portfolio held by Assignor, which the parties thought they had listed with Schedule 1 attached thereto. Patent counsel has subsequently noted to the parties that the original Schedule 1 lists all issued patents and pending applications, but that these properties do not make up the entire patent-related intellectual property portfolio. In fact, that portfolio also includes certain patent applications that have been abandoned, and certain disclosures made to Assignor and/or Assignor's counsel by Assignor Personnel that constituted Assignor's inventions, identified in the attached Annex A.
- B. The parties determined to execute this Addendum to add Annex A to Schedule 1, as part of their "further assurances" agreement to execute additional documents to clarify the effect of, and perfect, the transfer of Assignor's patent-related intellectual property portfolio to Assignee.
1. Assignor and Assignee agree that the attached Annex A is, by this reference, incorporated into and made a part of Schedule 1 of the Patent Assignment, such that title to the assets on Annex A transferred to Assignee under the Patent Assignment with the same effect as the assets listed on Schedule 1. This Addendum simply clarifies the scope of the conveyance under the Patent Assignment, supported by the consideration named therein, and requires no additional consideration.
2. Except as specifically supplemented and amended hereby, the Patent Assignment shall remain in full force and effect and is hereby ratified and confirmed in all respects. This Addendum may be executed in one or more counterparts, each of which shall be deemed an original, and such counterparts shall constitute a single instrument, binding on Assignor and Assignee. This Addendum shall be governed by and construed in accordance with the laws of the State of Washington.

<SIGNATURES APPEAR ON FOLLOWING PAGES>

ASSIGNOR:

VECTRAD NETWORKS CORPORATION, a Washington corporation

By: [Signature]  
Name: Robert D. Steinberg  
Title: Chapter 7 Bankruptcy Trustee for Vectrad Networks Corporation

THE STATE OF WASHINGTON

County of King

This instrument was executed before me on this 10<sup>th</sup> day of February, 2005 by Robert D. Steinberg, the Chapter 7 Bankruptcy Trustee of Vectrad Networks Corporation, a Washington corporation, on behalf of said corporation.

WITNESS my hand and official seal.



[Signature]  
Notary Public in and for  
The State of Washington

Timothy W. Dare  
Printed or Typed Name of Notary

My Commission Expires 7-17-08

ASSIGNEE:

ADAPTIX, INC., a Delaware corporation

By: 

Name: Lee Zhang

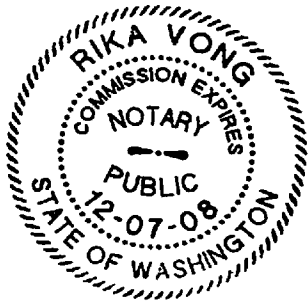
Title: VP Finance

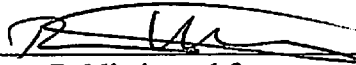
THE STATE OF WASHINGTON

County of King

This instrument was executed before me on this 11<sup>th</sup> day of March, 2005 by Lee Zhang, the VP Finance of Adaptix, Inc., a Delaware corporation, on behalf of said corporation.

WITNESS my hand and official seal.





Notary Public in and for  
The State of Washington

Rika Vong

Printed or Typed Name of Notary

My Commission Expires December 7, 2008

[SIGNATURE PAGE TO ADDENDUM]

ADDENDUM TO PATENT ASSIGNMENT

PATENT  
REEL: 037713 FRAME: 0012

**Abandoned Vectrad Patent Applications**

Patent ID #	PATENT TITLE	INVENTOR(S)	Filing Date	STATUS
P003US - 10102074	System and Method for Adapting RF Transmissions to Mitigate the Effects of Certain Interferences	Jerry Prismantas & Bruce C. Rothaar	4/18/01	Abandoned 12/17/03 Application FILED 4/18/01 Serial No.: 09/837,476
P003WO - Matter No. Requested	System and Method for Adapting RF Transmissions to Mitigate the Effects of Certain Interferences	Jerry Prismantas & Bruce C. Rothaar	4/17/02	Abandoned 10/18/03 PCT Demand for Examination Filed 11/15/02 PCT Request FILED 4/17/02

**Unfiled Vectrad Patent Applications**

Patent ID #	PATENT TITLE	INVENTOR(S)	Filing Date	STATUS
P007US - 10102078	Wireless Extensions for Adaptation of Wire-Line Protocols	David Randall		Application partially drafted. (Fourth to be Filed)
P009US - 10102079	Loop B.E.R. Test for Non-Symmetrical Data Transmissions	Richard Shields		First rough draft of Application completed, Drawings complete (Third to be Filed)
P011US - 10107419	Mounting Bracket for Subscriber Station	Peter Castagna Bruce C. Rothaar		First Draft of Application near Completion. (Next to be Filed)
P012US - 10107417	Self Initiation Sequence for Subscriber Station	Peter Castagna		May require Supplemental Patent Application Disclosure to Attorney.(Second to be Filed)
P014US - 10107416	B/W/F System with Improved FEC	Peter Castagna		Patent Application Disclosure to Attorney taken 8/6/01
P015US - 10107412	Burst Pattern Replacement in Interleaved Wireless Signal	Craig O'Connell Heinz Lycklama		Patent Application Disclosure to Attorney taken 8/6/01
P016US - 10107414	Distributed Channel Allocation in a Fixed Wireless System	Craig O'Connell Heinz Lycklama		Patent Application Disclosure to Attorney to be Scheduled.
P017US - 10107415	Distributed Multiple Base Station Traffic Coordination and Timing Control	Craig O'Connell Heinz Lycklama		Patent Application Disclosure to Attorney to be Scheduled.