

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4476898

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
ROOFTOP COMMUNICATIONS CORPORATION		09/01/1999
RECEIVING PARTY DATA		
Name:	NOKIA WIRELESS ROUTERS INC.	
Street Address:	313 FAIRCHILD DRIVE	
City:	MOUNTAIN VIEW	
State/Country:	CALIFORNIA	
Postal Code:	94043	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Patent Number:	7159035	
CORRESPONDENCE DATA		
Fax Number:		
<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:	908-582-4186	
Email:	narpatent@nokia.com	
Correspondent Name:	DOCKET ADMINISTRATOR	
Address Line 1:	600-700 MOUNTAIN AVENUE	
Address Line 2:	ROOM 3B-212F	
Address Line 4:	MURRAY HILL, NEW JERSEY 07974-0636	
ATTORNEY DOCKET NUMBER:	199898105 (MTP)	
NAME OF SUBMITTER:	NIRAJ A. DESAI	
SIGNATURE:	/Niraj A. Desai/	
DATE SIGNED:	06/26/2017	
Total Attachments: 12		
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of the State of California

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AGREEMENT OF MERGER

THIS AGREEMENT OF MERGER, dated as of September 1, 1999 (the "Merger Agreement"), is made and entered into by RT ACQUISITION CORP., a Delaware corporation ("Merger Sub") and a wholly-owned subsidiary of NOKIA CORPORATION, a Finnish corporation ("Nokia"), and (ROOFTOP COMMUNICATIONS CORPORATION, a California corporation (the "Company" or "Surviving Corporation") (the Company and Merger Sub being hereinafter collectively referred to as the "Constituent Corporations").

RECITALS

A. Parent, the Company, Merger Sub and David A. Beyer, as Stockholders' Agent, have entered into an Agreement and Plan of Merger dated as of September 1, 1999 (the "Reorganization Agreement"), providing, among other things, for the execution and filing of this Merger Agreement and the merger of Merger Sub with and into the Company upon the terms set forth in this Merger Agreement (the "Merger"). Capitalized terms used but not defined in this Reorganization Agreement have the meaning ascribed to them in the Reorganization Agreement.

B. The respective Boards of Directors of each of the Constituent Corporations deem it advisable and in the best interests of each of such corporations and their respective shareholders that Merger Sub be merged with and into the Company so that the Company will be the surviving corporation of the Merger.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and mutual agreements contained in this Merger Agreement, the Constituent Corporations hereby agree that Merger Sub shall be merged with and into the Company in accordance with the provisions of the laws of the State of California, upon the terms and subject to the conditions set forth as follows:

1. THE MERGER

1.1 **Filing.** This Merger Agreement, together with the officers' certificates of each of the Constituent Corporations required by the General Corporation Law of the State of California (the "Law"), shall be filed with the Secretary of State of the State of California at the time specified in the Reorganization Agreement.

1.2 **Effectiveness.** The Merger shall become effective upon the filing of this Merger Agreement with the Secretary of State of the State of California (the "Effective Date").

1.3 **Merger.** On the Effective Date, Merger Sub shall be merged into the Company and the separate corporate existence of Merger Sub shall thereupon cease. The Company shall be the Surviving Corporation in the Merger and the separate corporate existence of the Company, with all of its purposes, objects, rights, privileges, powers, immunities and franchises, shall continue unaffected and unimpaired by the Merger.

1.4 Further Action. If at any time after the Effective Date any further action is necessary or desirable to carry out the purposes of this Merger Agreement or to vest the Surviving Corporation with the full right, title and possession to all assets, property, rights, privileges, immunities, powers and franchises of either or both of the Constituent Corporations, the officers and directors of the Surviving Corporation are fully authorized in the name of either or both of the Constituent Corporations or otherwise to take all such action.

1.5 Amendment of Articles. From and after the Effective Date and until thereafter amended as provided by law, the Articles of Incorporation of the Surviving Corporation shall hereby be amended and restated in full as set forth in Exhibit A attached hereto.

1.6 Directors and Officers of the Surviving Corporation. At the Effective Time, the directors of the Merger Sub immediately prior to the Effective Time shall become the directors of the Surviving Corporation, each of such directors to hold office, subject to the applicable provisions of the Articles of Incorporation and Bylaws of the Surviving Corporation, until the next annual stockholders' meeting of the Surviving Corporation and until their successors shall be duly elected or appointed and qualified. At the Effective time, the officers of the Merger Sub immediately prior to the Effective Time shall become the officers of the Surviving Corporation until their respective successors are duly elected or appointed and qualified.

2. MANNER OF CONVERTING SHARES OF THE CONSTITUENT CORPORATIONS

2.1 Merger Consideration; Conversion of Shares, and Vested Stock Options. At the Effective Time and by virtue of the Merger and without any action on the part of the holders of the capital stock of the Constituent Corporations:

(a) For purposes of this Agreement:

"Aggregate Stock Option Exercise Amount" shall mean the aggregate amount of all Stock Option Exercise Amounts.

"Stock Option Exercise Amount" shall mean the product of the option exercise price for each Stock Option multiplied by the number of shares of Common Stock covered by such Stock Option.

"Total Merger Consideration" shall mean the total consideration to be paid for all outstanding Shares and for all shares of Company Common Stock issuable upon exercise of warrants and Stock Options, which amount is Fifty-seven million Dollars (\$57,000,000) less Expenses plus one-half (1/2) of the Aggregate Stock Option Exercise Amount.

"Total Outstanding Shares" shall mean the aggregate of all Shares (other than Shares owned by Parent or its affiliates), all Stock Options (whether vested or unvested) and all warrants to purchase Common Stock.

(b) Each share of issued and outstanding Common Stock, no par value (individually a "Share" and collectively, the "Shares"), of the Company shall be converted at the Effective Time into the right to receive an American Depositary Share ("ADS") or a fraction

thereof of Parent, determined by dividing the Total Merger Consideration by the Total Outstanding Shares (the quotient being herein called the "Merger Price") and dividing the Merger Price by Eighty-Three Dollars and 6414/10000 (\$83.6414), which is the average of the closing prices of the ADSs on the New York Stock Exchange for the twenty (20) trading days ending four (4) trading days prior to the Closing Date (the "Average Market Price"). All such calculations shall be carried out to six (6) decimal places. The result, herein called the "Merger Consideration," shall be payable in accordance with Section 2.4.

(c) Nokia will, upon issuance of the ADSs, on behalf of the holders of Shares, and vested Stock Options, deposit in escrow ADSs and cash having an aggregate value, based on the Average Market Price, of approximately Four Million One Hundred Thousand Dollars (\$4,100,000). Such ADSs and cash shall be held in escrow and allocated among the Former Company Stockholders as provided in Schedule A to the Escrow Agreement. Such ADSs and cash shall be held and applied pursuant to the provisions of an Escrow Agreement. All calculations to determine the number of ADSs to be delivered into escrow shall be rounded down to the nearest whole share.

(d) Each Share held in the treasury of the Company shall be canceled and retired without payment of any consideration therefor.

(e) Each Share held by Parent or its affiliates shall be canceled and retired without payment of any consideration therefor.

(f) Each share of common stock, par value \$.01 per share, of the Purchaser issued and outstanding immediately prior to the Effective Time shall be converted into one validly issued, fully paid and nonassessable share of common stock, par value \$.01 per share, of the Surviving Corporation.

(g) Each vested Stock Option outstanding immediately prior to the Effective Time shall be converted into the right to receive, promptly after the Closing, in cash, the Merger Price less the Stock Option exercise price (subject to any applicable withholding tax) multiplied by the number of shares of Common Stock covered by the vested Stock Option.

(h) Each warrant to purchase shares of Common Stock outstanding immediately prior to the Effective Time and not therefore exercised shall be canceled.

(i) Each unvested Stock Option outstanding at the Effective Time or to which the Company has committed itself to issue shall be converted into the right to receive cash as provided in Section 2.2.

2.2 Company Stock Option Plans. The Surviving Corporation will not assume or continue in effect the Stock Option Plans or any Stock Options granted thereunder, which Stock Options will be terminated if not exercised prior to the Effective Time. Each vested Stock Option outstanding immediately prior to the Effective Time shall be exchanged (subject to any applicable withholding tax) for an entitlement to a cash payment as provided in Section 2.1(g). At the Effective time each unvested Stock Option shall be exchanged for an entitlement to a payment (the "Option Payment") from the Surviving Corporation (subject to vesting as if such Stock Option had remained in effect) in an amount (subject to any applicable withholding tax)

equal to (i) the difference between the Merger Price and the exercise price of such Stock Option multiplied by (ii) the total number of Shares covered by such Stock Option promptly after the Effective Time; provided, however, that twenty percent (20%) of the Option Payment shall be payable promptly after the Effective Time in cash by Parent and eighty percent (80%) of the Option Payment shall become payable in cash by the Surviving Corporation if and when such unvested Stock Option would have become vested, and shall be paid by the Surviving Corporation within fifteen (15) days after the fiscal quarter of the Surviving Corporation for those unvested Stock Options which became vested during such fiscal quarter; provided, further, that if the Surviving Corporation terminates the employment of any unvested Stock Option holder without "cause" prior to the time when such person's Stock Option fully vests, then all unvested Stock Options of such person shall vest immediately and be paid within thirty (30) days of such person's termination. The immediately preceding provision shall not be construed as conferring any rights upon any person for a continuation of employment, nor shall it interfere with the rights of the Surviving Corporation or any successor to terminate the employment of any person or to take any other action affecting such person. For purposes of this Section 2.2, "cause" shall mean: material breach by those persons who are parties to an Employment Agreement, of paragraphs 8, 10 and 11 of the Employment Agreement; conviction of any felony which in a material way either impairs the person's ability to perform his or her duties or adversely affects the Surviving Corporation's business or reputation; material dishonesty, willful misconduct, breach of fiduciary duty, or serious neglect of duty; or with respect to those persons who are parties to an Employment Agreement, any other material breach of any provision of the Employment Agreement, which is not curable or cured within twenty (20) days of such breach having been notified by the Surviving Corporation. Notwithstanding the foregoing, to the extent any of the cash payments for the unvested Stock Options, either individually or when aggregated (with severance or other termination of employment payments) shall be considered to be "parachute payments" to "disqualified individuals" within the meanings of those terms in Section 280G of the Code, such payments shall not be made to such disqualified individuals unless the payments are approved by a vote or action of the shareholders of the Company that meets the requirements of Section 280G(b)(5)(ii) of the Code and Proposed Treasury Regulation Section 1.280G-1 for an exemption from the application of Sections 280G and 4999 of the Code.

2.3 Closing of Company Transfer Books. On and after the Effective Date, holders of certificates representing the Shares shall cease to have any rights as shareholders of the Company and the stock transfer books of the Company shall be closed with respect to shares of Company Common Stock issued and outstanding immediately prior to the Effective Date and no further transfer of such shares shall thereafter be made on such stock transfer books.

2.4 Exchange of Certificates.

(a) From and after the Effective Time, a bank or trust company to be designated by Parent shall act as exchange agent (the "Exchange Agent") in effecting the exchange of the Merger Consideration for certificates which prior to the Effective Time represented Shares ("Certificates") and which as of the Effective Time represent the right to receive the Merger Consideration. Promptly after the Effective Time the Exchange Agent shall mail to each record holder of Certificates a letter of transmittal in a form approved by Parent and the Company and instructions for use in surrendering such Certificates and, subject to Section 2.1(c), receiving the Merger Consideration therefor. Promptly but not later than twenty (20) business days after the Effective Time, Nokia shall cause to be deposited in trust with the Exchange Agent ADSs and immediately available funds, in an amount sufficient to pay the Merger Consideration for all such Shares to the Company's shareholders as contemplated by this Section 2.4. Upon the surrender of each Certificate and the issuance and delivery by the Exchange Agent of the Merger Consideration for the Shares represented thereby in exchange therefor, the Certificate shall forthwith be canceled. Until so surrendered and exchanged, each Certificate shall represent solely the right to receive the Merger Consideration for the Shares represented thereby, without any interest thereon. Upon the surrender and exchange of such an outstanding Certificate the holder thereof shall receive, subject to Section 2.1(c) and, in the case of David A. Beyer, the Repurchase Agreement, the Merger Consideration multiplied by the number of Shares represented by such Certificate without any interest thereon, and less the amount with respect to any Former Company Stockholder to be deposited in the Escrow Fund in respect of such Shares pursuant to Sections 2.1(c).

(b) If any ADSs are to be registered in the name of a person other than the person in whose name the Certificate(s) surrendered in exchange therefor is registered, it shall be a condition to the registration of such ADSs that (i) the Certificate(s) so surrendered shall be transferable, and shall be properly assigned, endorsed or accompanied by appropriate stock powers, (ii) such transfer shall otherwise be proper and (iii) the person requesting such transfer shall pay Parent, or the Exchange Agent, any transfer or other taxes payable by reason of the foregoing or establish to the satisfaction of Parent that such taxes have been paid or are not required to be paid. Notwithstanding the foregoing, neither the Purchaser, Parent nor the Surviving Corporation shall be liable to a holder of Certificates for ADSs issuable to such holder pursuant to the provisions of this Agreement that are delivered to a public official pursuant to applicable abandoned property, escheat or similar laws.

(c) In the event any Certificate shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming such Certificate to be lost, stolen or destroyed, Nokia shall issue in exchange for such lost, stolen or destroyed Certificate the ADSs issuable in exchange therefor pursuant to the provisions of this Agreement. The Board of Directors of Nokia may in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed Certificate to provide to Nokia an indemnity agreement against any claim that may be made against Nokia with respect to the Certificate alleged to have been lost, stolen or destroyed.

(d) Promptly following the end of the sixth full calendar month after the Effective Time, the Exchange Agent shall return to the Surviving Corporation all ADSs and cash

relating to the transactions described in this Agreement, and the Exchange Agent's duties shall terminate. Thereafter, each holder of a Certificate may surrender such Certificate to the Surviving Corporation and (subject to applicable abandoned property, escheat and similar laws) receive in exchange therefor the Merger Consideration for the Shares represented by such Certificate, without any interest thereon. At and after the Effective Time, holders of Certificates shall cease to have any rights as shareholders of the Company, except for the right to surrender such Certificates in exchange for the Merger Consideration for the Shares represented by such Certificate.

2.5 No Fractional Shares. No fractional ADSs shall be issued upon the surrender for exchange of certificates for Shares, and such fractional share interests will not entitle the owner thereof to vote or to any rights of a shareholder of Nokia. Notwithstanding any other provision of this Agreement, each holder of Shares exchanged pursuant to the Merger who would otherwise have been entitled to receive a fraction of an ADSs (after taking into account all Certificates delivered by such holder) shall receive, in lieu thereof, cash (without interest) in an amount equal to such fractional part of an ADSs multiplied by the Average Market Price.

3. TERMINATION AND AMENDMENT

3.1 Termination. Notwithstanding the approval of this Merger Agreement by the shareholders of Merger Sub and the Company, this Merger Agreement shall terminate forthwith in the event that the Reorganization Agreement shall be terminated as therein provided.

3.2 Amendment. This Merger Agreement may be amended by the parties hereto at any time before or after approval hereof by the shareholders of either Merger Sub or the Company, but, after any such approval, no amendment shall be made which without the further approval of such shareholders would (i) have a material adverse effect on the shareholders of either Merger Sub or the Company, (ii) change any of the principal terms of the Merger Agreement, or (iii) change any term of the Articles of Incorporation of the Surviving Corporation. This Merger Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

4. MISCELLANEOUS

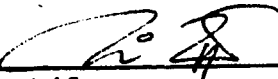
4.1 Assignment; Binding upon Successors and Assigns. Neither party hereto may assign any of its rights or obligations under this Agreement without the prior written consent of the other party hereto. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

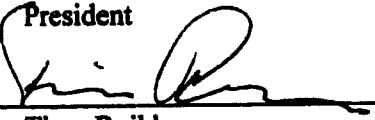
4.2 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of California (irrespective of its choice of law principles).

4.3 Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the parties have duly executed this Merger Agreement as of the date first written above.

RT ACQUISITION CORP.
a Delaware corporation

By: 
Ari Leppa
President

By: 
Timo Ruikka
Secretary

ROOFTOP COMMUNICATIONS CORPORATION
a California corporation

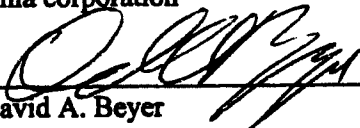
By: 
David A. Beyer
President and Secretary

EXHIBIT A
ARTICLES OF INCORPORATION
OF
NOKIA WIRELESS ROUTERS INC.

FIRST: The name of the corporation is NOKIA WIRELESS ROUTERS INC. (hereinafter the "Corporation").

SECOND: The purpose of the Corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

THIRD: The total number of shares of stock which the Corporation shall have authority to issue is One Thousand (1,000) shares, all of which shall be shares of Common Stock having a par value \$.01 per share.

FOURTH: The liability of the directors of the Corporation for monetary damages shall be eliminated to the fullest extent permissible under California law.

FIFTH: The Corporation is authorized to provide indemnification of agents (as defined in Section 317 of the California Corporations Code) through bylaw provisions, agreements with the agents, vote of shareholders or disinterested directors, or otherwise, in excess of the indemnification otherwise permitted by Section 317 of the California Corporations Code, subject only to the limits set forth in Section 204 of the California Corporations Code with respect to actions for breach of duty to this corporation or its shareholders. This corporation is further authorized to provide insurance for agents as set forth in Section 317 of the California

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Corporations Code, provided that, in cases where this corporation owns all or a portion of the shares of the company issuing the insurance policy, the company and/or the policy must meet one of the two sets of conditions set forth in Section 317, as amended.

SIXTH: Any repeal or modification of the foregoing provisions of Articles FOURTH AND FIFTH by the shareholders of the Corporation shall not adversely affect any right or protection of an agent of the Corporation existing at the time of such repeal or modification.

ROOFTOP COMMUNICATIONS CORPORATION
(Surviving Corporation)

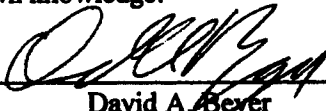
OFFICERS' CERTIFICATE

David A. Beyer hereby certifies that:

1. He is the President and Secretary of Rooftop Communications Corporation, a California corporation (the "Corporation").
2. The Agreement of Merger to which this Certificate is attached (the "Merger Agreement") has been duly approved by the Board of Directors of the Corporation.
3. The Corporation has one class of stock outstanding, designated "Common Stock" of which five million four hundred ninety thousand five hundred twenty-seven (5,493,527) shares of Common Stock were outstanding and entitled to vote on the merger.
4. The principal terms of the Merger Agreement were approved by the shareholders of the Corporation by a vote of a number of shares which equaled or exceeded the vote required. The vote required was greater than 50% of the outstanding shares of Common Stock.

I further declare under penalty of perjury under the laws of the State of California that the matters set out in the foregoing Certificate are true of my own knowledge.

Dated: September 1, 1999



David A. Beyer
President and Secretary

**RT ACQUISITION CORP.
(Disappearing Corporation)**

OFFICERS' CERTIFICATE

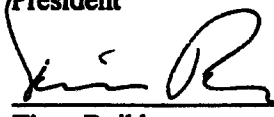
Ari Leppa and Timo Ruikka hereby certify that:

1. They are the President and Secretary of RT Acquisition Corp., a Delaware corporation (the "Corporation").
2. The Agreement of Merger to which this Certificate is attached (the "Merger Agreement") has been duly approved by the Board of Directors of the Corporation.
3. The Corporation has one class of stock outstanding, designated "Common Stock," of which 1000 shares were outstanding and entitled to vote on the merger.
4. The principal terms of the Merger Agreement were approved by shareholders of the Corporation by a vote of a number of shares which equaled or exceeded the vote required. The vote required was greater than 50% of the outstanding shares of Common Stock.
5. The vote of the shareholders of Nokia Corporation, the parent of the Corporation, which parent corporation is issuing equity securities to the shareholders of Rooftop Communications Corporation pursuant to the Merger Agreement, was not required.

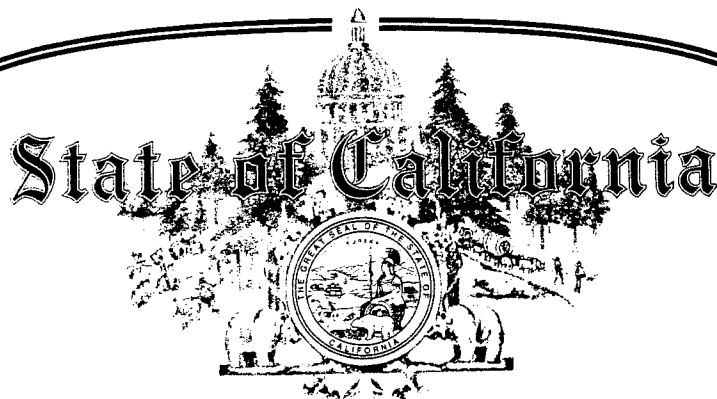
We further declare under penalty of perjury under the laws of the State of California that the matters set out in the foregoing Certificate are true of our own knowledge.

Dated: September 1, 1999


Ari Leppa
President


Timo Ruikka
Secretary





SECRETARY OF STATE

I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 11 page(s) was prepared by and in this office from the record on file, of which it purports to be a copy, and that it is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

AUG 09 2002



Bill Jones

Secretary of State