

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4526487

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
PAIRGAIN TECHNOLOGIES INC.	02/24/2000
RECEIVING PARTY DATA	
Name:	GLOBESPAN, INC.
Street Address:	100 SCHULZ DRIVE
City:	RED BANK
State/Country:	NEW JERSEY
Postal Code:	07701
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6297759
CORRESPONDENCE DATA	
Fax Number:	(949)202-3001
<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:	214-651-5940
Email:	monique.lesadahiro@haynesboone.com
Correspondent Name:	HAYNES AND BOONE, LLP
Address Line 1:	2323 VICTORY AVENUE
Address Line 2:	SUITE 700
Address Line 4:	DALLAS, TEXAS 75219
ATTORNEY DOCKET NUMBER:	70548.288US01
NAME OF SUBMITTER:	DENNIS R. GALLAGHER
SIGNATURE:	/Dennis R. Gallagher/
DATE SIGNED:	07/28/2017
Total Attachments: 11	
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BILL OF SALE AND ASSIGNMENT AGREEMENT dated February 24, 2000 among GLOBESPAN, INC., a Delaware corporation (the "**Buyer**") and PAIRGAIN TECHNOLOGIES, INC. a Delaware corporation (the "**Seller**").

The Buyer and the Seller have executed and delivered an Asset Purchase Agreement, dated as of January 21, 2000 (the "**Asset Purchase Agreement**"), pursuant to which the Buyer has agreed to purchase from the Seller substantially all of the assets and properties of the Seller used in connection with the Group Activity (as defined in the Asset Purchase Agreement), excluding certain assets described therein and subject to certain specified liabilities.

This Bill of Sale and Assignment Agreement is being executed and delivered in order to effect the transfer to the Buyers of the Assets (as defined below). Capitalized terms used but not defined herein shall have the respective meanings assigned to them in the Asset Purchase Agreement.

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

1. Assignment. (a) The Seller does hereby convey, grant, bargain, sell, transfer, assign and deliver unto the Buyer, its successors and assigns, and the Buyer does hereby purchase all right, title and interest of the Seller, in and to the Assets, as defined in Sections 1.01(a)-(d) of the Asset Purchase Agreement, a copy of which Sections (without Schedules) are annexed hereto as Annex I, excluding such other assets of the Sellers as are described in Section 1.01(e) of the Asset Purchase Agreement, a copy of which Section (without Schedules) is annexed hereto as Annex II.

(b) The Seller does hereby convey, grant, bargain, sell, transfer, assign and deliver all its right, title and interest, including the right, where applicable, to sue for infringement before the Closing Date, and subject to any existing third party licenses before the Closing Date, in the Group Protectable Intellectual Property to the Buyer. The Seller shall provide all of its files on the Group Protectable Intellectual Property to the Buyer no later than ninety (90) days after the Closing Date. Upon transfer of such files to the Buyer, the Buyer assumes all responsibility, where applicable, for the prosecution and payment of fees associated therewith. The Seller shall prepare all documentation necessary to execute and record the transfer of the Group Protectable Intellectual Property no later than ninety (90) days after the Closing Date. The Seller shall execute, or cause to be executed, such documentation and deliver, or cause to be delivered, such documentation to the Buyer no later than ninety (90) days after Closing Date.

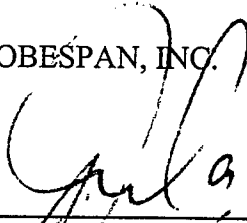
TO HAVE AND TO HOLD, all and singular, the assets, properties and business hereby conveyed, granted, bargained, sold, transferred, assigned and delivered, or intended so to be, unto the Buyers and their respective successors and assigns, to and for their own use and behoof forever.

2. Counterparts. This Bill of Sale and Assignment Agreement is executed pursuant to the Asset Purchase Agreement and may be simultaneously executed in two or more counterparts, each of which as so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument.

* * ** * *

IN WITNESS WHEREOF, the Seller and the Buyer have caused this Bill of Sale and Assignment Agreement to be executed in their respective corporate names by their respective proper officers thereunto duly authorized on and as of the day and year first above written.

GLOBESPAN, INC.

By: 
Name: Armando Gedau
Title: President and CEO

PAIRGAIN TECHNOLOGIES, INC.

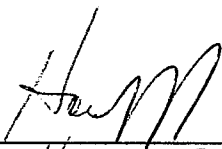
By: _____
Name:
Title:

IN WITNESS WHEREOF, the Seller and the Buyer have caused this Bill of Sale and Assignment Agreement to be executed in their respective corporate names by their respective proper officers thereunto duly authorized on and as of the day and year first above written.

GLOBESPAN, INC.

By: _____
Name:
Title:

PAIRGAIN TECHNOLOGIES, INC.

By:  _____
Name: *HOWARD FEAG*
Title: *EXEC. V.P.*

(a) On the terms and subject to the conditions hereinafter set forth, on the Closing Date (as hereinafter defined), the Seller shall sell, convey, transfer, assign and deliver to the Buyer (or one or more subsidiaries of the Buyer (each a "Designated Subsidiary") as may be designated by the Buyer prior to the Closing Date), and the Buyer (or such Designated Subsidiaries as are identified by Buyer prior to the Closing Date) shall purchase from the Seller, for the aggregate consideration set forth in Article II hereof, all the assets and properties (of every kind, nature and description, real, personal or mixed, tangible or intangible and wherever situated, whether or not carried on the books of the Seller) of the Seller that are used in, or necessary to the Seller's conduct of the Group Activity (it being the intention hereby to assign and transfer all the assets owned or claimed by the Seller and used in, or necessary to, the Seller's conduct of Group Activity or used by, or in connection with, the activities of the Group Activity, whether or not such assets are listed on the accounts of the Seller), free and clear of all mortgages, liens, pledges, security interests, charges, claims, restrictions and encumbrances of any nature whatsoever ("Liens"), other than Permitted Liens, and except those assets excluded pursuant to paragraph (b) below (said assets and properties so to be sold, conveyed, transferred, assigned and delivered being hereinafter collectively called the "Assets"), including, without limitation:

(i) all tangible personal property, inventories, machinery, equipment, supplies, tools, fixtures, leaseholds, computer equipment, applications circuits, products in development, work in process, spare parts, supplies, vehicles, furniture and office furnishings, wherever situated, used in or necessary to the Seller's conduct of the Group Activity, including without limitation all items listed on Schedule 1.01(a)(i) hereto;

(ii) all leases, subleases and rights thereunder used in or necessary to the Seller's conduct of the Group Activity, including, without limitation, all items listed on Schedule 1.01(a)(ii);

(iii) all claims, deposits, prepayments, refunds, causes of action, rights of recovery, rights of setoff and rights of recoupment relating to, used in or necessary to the Seller's conduct of the Group Activity, including, without limitation, all items listed on Schedule 1.01(a)(iii) hereto;

(iv) all franchises, approvals, permits, licenses, orders, registrations, certificates, variances and similar rights obtained from governments and governmental agencies, to the extent they relate primarily to or are used in or necessary to the Seller's conduct of the Group Activity including, without limitation, all items listed on Schedule 1.01(a)(iv) hereto;

(v) all intangible personal property of whatsoever kind or character, whether evidenced in writing or not, used in or necessary to the Seller's conduct of the Group Activity, including, but not limited to, all customer lists, data bases, securities, claims, and causes of action (whether fixed or contingent) including, without limitation, all items listed on Schedule 1.01(a)(v) hereto;

(vi) all Group Intellectual Property, including, without limitation, all items listed on Schedule 1.01(a)(vi) hereto;

(vii) any royalties paid to the Seller from and after September 29, 1999, pursuant to the ADSL Agreement (including any such royalties as may be paid to the Seller following the Closing Date, which royalties will be promptly paid by the Seller to the Buyer upon receipt);

(viii) all technical documentation, materials and guidelines, brochures, sales literature, promotional material and other selling material primarily relating to or used in or necessary to the Seller's conduct of the Group Activity including, without limitation, all items listed on Schedule 1.01(a)(viii) hereto;

(ix) all papers, documents, instruments, books and records, files, agreements, books of account and other records by which the Assets might be identified or enforced, or otherwise pertaining to the Assets or the Group Activity that are located at the offices or other locations used in connection with the Assets or the Group Activity (including, without limitation, customer invoices, customer lists, vendor and supplier lists, drafts and other documents and materials relating to customer transactions) including, without limitation, all items listed on Schedule 1.01(a)(ix) hereto;

(x) the rights of the Seller under all contracts, agreements, licenses, leases, sales orders, purchase orders and other commitments (whether oral or written) primarily relating to, used in or necessary to the Seller's conduct of the Group Activity including, without limitation, all items listed on Schedule 1.01(a)(x) hereto;

(xi) all computer software programs, the source and object codes for such software programs and all documentation and training manuals related thereto, used in or necessary to the Seller's conduct of the Group Activity, including, without limitation, all items listed on Schedule 1.01(a)(xi) hereto; and

(xii) all other assets and rights of every kind and nature, real or personal, tangible or intangible, that are owned or claimed by the Seller, or any Affiliate of the Seller, and that are used by the Seller, or any Affiliate of the Seller, in connection with, or necessary to the Seller's conduct of the Group Activity (including, without

SCHEDULE 1.01(a)(vi)

Intellectual Property

Group Intellectual Property:

REDACTED

REDACTED

REDACTED

REDACTED

Patent Applications, including all patents originated by Lanny Lewyn. Each of the following patent applications was acquired by PairGain Technologies, Inc. pursuant to the Lewyn Agreement.

- 1) U.S. Patent Application Serial No. unassigned, Docket Number 153498-0004/P01221US, filed 31 October 1997, "MMSE Equalizer for DMT Systems with Crosstalk." Originators: Igor Djokovic and Simon Lin.
- 2) United States Patent Application Serial No. 09/079965, filed 15 May 1998, "Recursive Multi-Bit ADC With Predictor." Originator: Lanny Lewyn.

- 3) United States Patent Application Serial No. 09/167093, filed 5 October 1998, "Current-Mirror-Utilizing Amplifier to Match Operating Voltages of Input and Output Transconductance Devices." Originator: Lanny Lewyn.
- 4) United States Patent Application Serial No. 09/317277, filed 24 May 1999, "Stable Voltage Reference Circuit." Originator: Lanny Lewyn.
- 5) United States Patent Application Serial No. 09/372546, Filed 11 August 1999, "High-Value Integrated Circuit Resistor." Originator: Lanny Lewyn.
- 6) PCT application No. PCT/US99/21477, filed 16 September 1999, "Current-Mirror-Utilizing Amplifier to Match Operating Voltages of Input and Output Transconductance Devices." Originator: Lanny Lewyn.
- 7) United States Patent Application Serial No. 09/442583 filed 18 November 1999, "High Efficiency Power Amplifier." Originator: Lanny Lewyn.
- 8) PCT Application No.PCT/US99/10651 filed 15 December 1999, "Recursive Multi-Bit ADC With Predictor." Originator: Lanny Lewyn.
- 9) Draft United States Patent Application, "Uniform Clock Timing Circuit," to be filed within approximately the 30 days of 11 January 2000. Originator: Lanny Lewyn.
- 10) Draft disclosure for United States Patent Application, "Digital to Analog Converter with High Speed Output" to be filed within approximately 90 days of 11 January 2000. Originator: Lanny Lewyn.
- 11) U.S. Patent Application Series No. unassigned, PM&S identifier 81410-249980, filed 14 January 2000, "Trellis Coding with One-Bit Constellations." Originators: Igor Djokovic and Chris Pagnanelli; no serial number yet assigned.

Embedded trademarks licensed pursuant to section 4.14 of the Asset Purchase Agreement.