

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6388010

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	LICENSE

CONVEYING PARTY DATA

Name	Execution Date
COMMWORKS SOLUTIONS, LLC	09/18/2020

RECEIVING PARTY DATA

Name:	UNWIRED SOLUTIONS, INC.
Street Address:	215 W. FALLBROOK AVE.
Internal Address:	SUITE 203
City:	FRESNO
State/Country:	CALIFORNIA
Postal Code:	93711

PROPERTY NUMBERS Total: 163

Property Type	Number
Patent Number:	5210770
Patent Number:	5267271
Patent Number:	5452328
Patent Number:	5815526
Patent Number:	5991333
Patent Number:	6335821
Patent Number:	6341221
Patent Number:	6427001
Patent Number:	6427037
Patent Number:	6433742
Patent Number:	6438367
Patent Number:	6456242
Patent Number:	6456245
Patent Number:	6456764
Patent Number:	6483634
Patent Number:	6487406
Patent Number:	6490067
Patent Number:	6490259
Patent Number:	6505163

PATENT

Property Type	Number
Patent Number:	6594356
Patent Number:	6621854
Patent Number:	6628943
Patent Number:	6636742
Patent Number:	6650616
Patent Number:	6665495
Patent Number:	6667967
Patent Number:	6678080
Patent Number:	6710424
Patent Number:	6711122
Patent Number:	6721415
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Patent Number:	6917605
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Patent Number:	6956941
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Patent Number:	7177285
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Patent Number:	7209950
Patent Number:	7218637
Patent Number:	7224642
Patent Number:	7245201
Patent Number:	7248148
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Patent Number:	7266490
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Patent Number:	7457345
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Property Type	Number
Patent Number:	7460609
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Patent Number:	RE42539
Patent Number:	RE42883
Patent Number:	RE43163
Patent Number:	RE43704
Patent Number:	RE43746
Patent Number:	RE44904

CORRESPONDENCE DATA

Fax Number: (559)433-2300

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.

Phone: 5594332240

Email: ssmith@mccormickbarstow.com

Correspondent Name: SHANE G. SMITH

Address Line 1: 7647 N. FRESNO ST.

Address Line 2: P.O. BOX 28912

PATENT

REEL: 054443 FRAME: 0962

Address Line 4:	FRESNO, CALIFORNIA 93729
ATTORNEY DOCKET NUMBER:	88154-00007
NAME OF SUBMITTER:	SHANE G. SMITH
SIGNATURE:	/Shane G. Smith/
DATE SIGNED:	11/05/2020
	This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 15

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SETTLEMENT AND LICENSE AGREEMENT

This Settlement and License Agreement (the "Agreement") is made by and between CommWorks Solutions, LLC a Georgia Limited Liability Company ("LICENSOR"), and Unwired Broadband, Inc., a California corporation ("LICENSEE").

RECITALS

WHEREAS, LICENSOR is the owner of all right, title and interest in and to certain intellectual property listed on Schedule 1 hereto;

WHEREAS, LICENSOR and LICENSEE and have agreed to certain releases and licenses for any and all past, present, and future actions with respect to the Licensed Patents and the Licensed Products on the terms and conditions set forth herein.

WHEREAS, LICENSEE enters into this agreement without making any admissions of fact or liability, whether express or implied.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties do hereby agree as follows:

AGREEMENT

1. Definitions.

1.1 "Effective Date" means the date or the last of the dates, if different, on which this Agreement is executed by all the parties.

1.2 "Licensed Patents" shall mean (i) those patents and patent applications on Schedules I, and/or any other patents or patent applications owned by LICENSOR; (ii) any patents or patent applications to which a claim of priority is or could be made by the patents identified in (i) (or any continuations, continuations-in-part, divisionals, reexaminations or reissues of the patents identified in (i)); (iii) any continuations, continuations-in-part, divisionals, reexaminations or reissues of any of the aforesaid patents or patent applications; and (iv) any foreign counterparts of any of the foregoing.

1.3 "Licensed Products" shall mean any product, system, technology, specification, method, software, material or service made, used, sold, offered for sale, or imported by LICENSEE, which products and services are covered by one or more claims of the Licensed Patents.

2. Release, Dismissal and Grant of License.

2.1 Upon payment of the entire License Fee, LICENSOR hereby fully and unconditionally releases, acquits and forever discharges LICENSEE from any and all actions, causes of action, claims or demands, liabilities, damages, attorneys' fees, court costs, or any other form of claim or compensation, known or unknown, relating to, based upon, or arising out of, any infringement of the Licensed Patents.

2.2 LICENSEE, for themselves and for their successors and assigns, release LICENSOR, their officers, directors, shareholders, managing members, employees, agents, advisors and attorneys from liability related to the Licensed Patents, and the conduct of settlement

negotiations occurring before the Effective Date (except for representations or obligations expressly included in this Agreement).

2.3 Upon payment of the entire License Fee, LICENSOR grants to LICENSEE effective as of the Effective Date, a non-exclusive, perpetual, world-wide, fully paid-up, royalty-free, non-sublicensable (except as described in this Paragraph 2.3) license in all fields under any one or all of the claims of the Licensed Patents to make, use, sell, import, lease, offer to sell, distribute, or otherwise dispose of any Licensed Products, subject to the subscriber cap set forth in this Paragraph 2.3. The license coverages granted under this Paragraph 2.3 shall extend up to, but not exceed, [REDACTED] subscribers of LICENSEE'S Licensed Products. Upon payment of the entire License Fee, LICENSOR also hereby grants to LICENSEE, effective as of the Effective Date, the right to convey to customers, under any of the Licensed Patents, the right to use such Licensed Products that are furnished directly or indirectly to such customers.

2.4 The rights granted under this Section 2 to LICENSEE shall also extend to any corporation, company, joint venture, partnership, firm, subsidiary controlled by, controlling, or under common control with LICENSEE, where "control" means the direct or indirect ownership or control (whether through contract or otherwise) of fifty percent (50%) or more of the stock or shares entitled to vote for the election of directors in the case of corporate entities and in the case of non-corporate entities, fifty percent (50%) or more of the equity interest with the power to direct management policies or the power to direct management regardless of equity interest. Such entities shall be defined as "Affiliates" for the purpose of this agreement.

2.5 Notwithstanding any other provisions of this Agreement, including but not limited to Sections 2.1 through 2.4 of this Agreement, nothing herein shall be construed as conferring a license, covenant not to sue, or release of any third party except as expressly provided in this

Agreement. Moreover, except as expressly provided in this Agreement, nothing in this Agreement shall be construed to confer any rights on any third party by estoppel.

2.6 LICENSEE may record this Settlement and License Agreement with the United States Patent and Trademark Office or other applicable government entities, provided that Sections 3.2, 4, 5, 6, and the signature page are redacted from the version so recorded. However, LICENSEE shall provide a redacted copy of this Agreement that LICENSEE intends to record to the LICENSOR and shall not record the redacted copy absent consent of the LICENSOR, which consent shall not unreasonably be withheld.

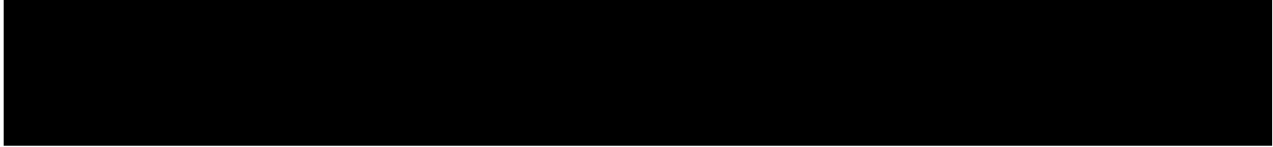
3. Warranties and Representations.

3.1 LICENSOR makes the following representations and warranties:

- a. LICENSOR owns the entire right, title and interest in and to their respective Licensed Patents, and the inventions disclosed and claimed therein;
- b. LICENSOR has the right to enter into this Agreement with LICENSEE;
- c. There are no liens, conveyances, mortgages, assignments, encumbrances or other agreements or obligations which would prevent or impair the full and complete privileges granted by LICENSOR pursuant to the full terms and conditions of this Agreement; and
- d. LICENSOR has not entered and shall not enter into any other agreements which would interfere with the rights, privileges and immunities granted herein by LICENSOR during the full term of this Agreement.
- e. In the event LICENSOR exclusively licenses, sells, assigns or transfers any right, title or other interest in any of the Licensed Patents, or any portion of the patents, such exclusive license, sale, assignment or transfer shall be subject to the releases, covenants and licenses granted in this Agreement.

3.2 LICENSEE warrants and represents that

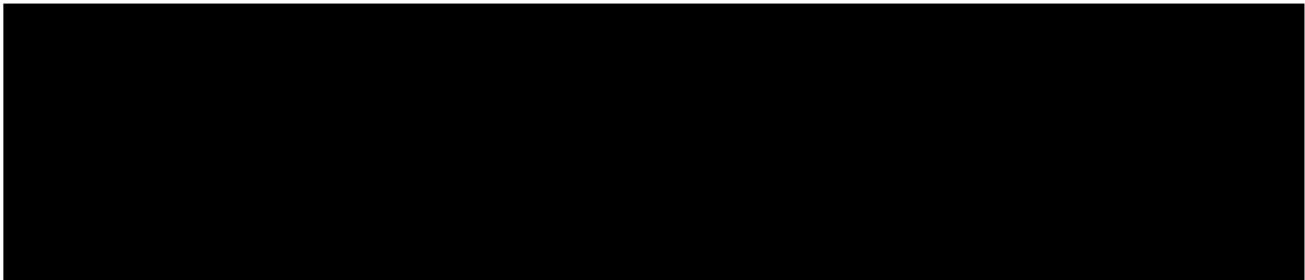
- a. it has the right and authority to enter into this Agreement;
- b. it is a corporation organized and in good standing under the laws of the State of California.

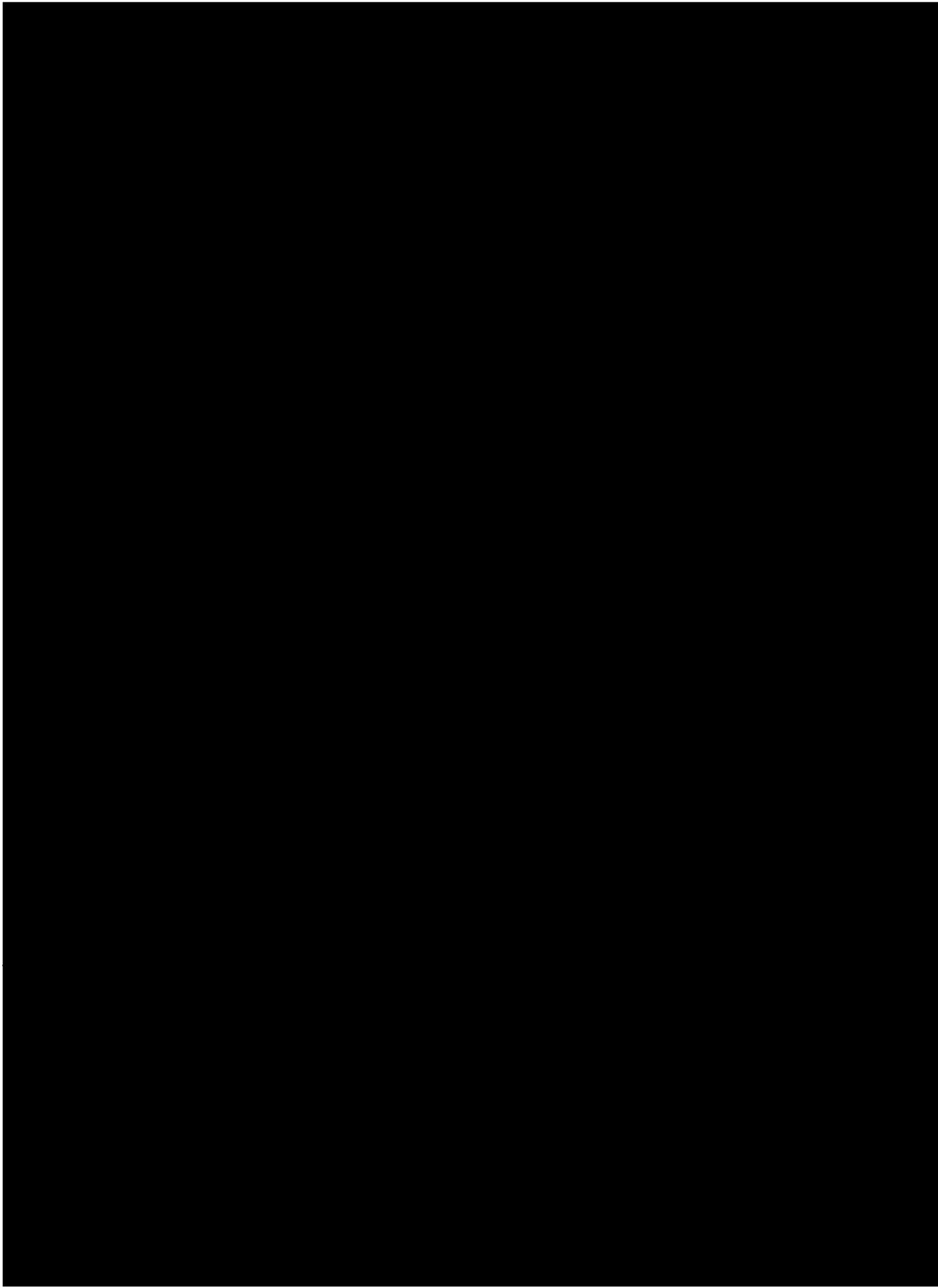


4. Consideration.



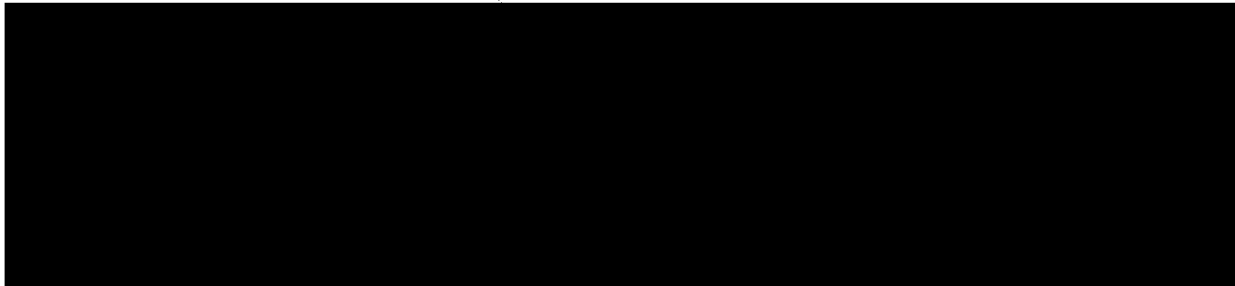
5. Terms and Termination.



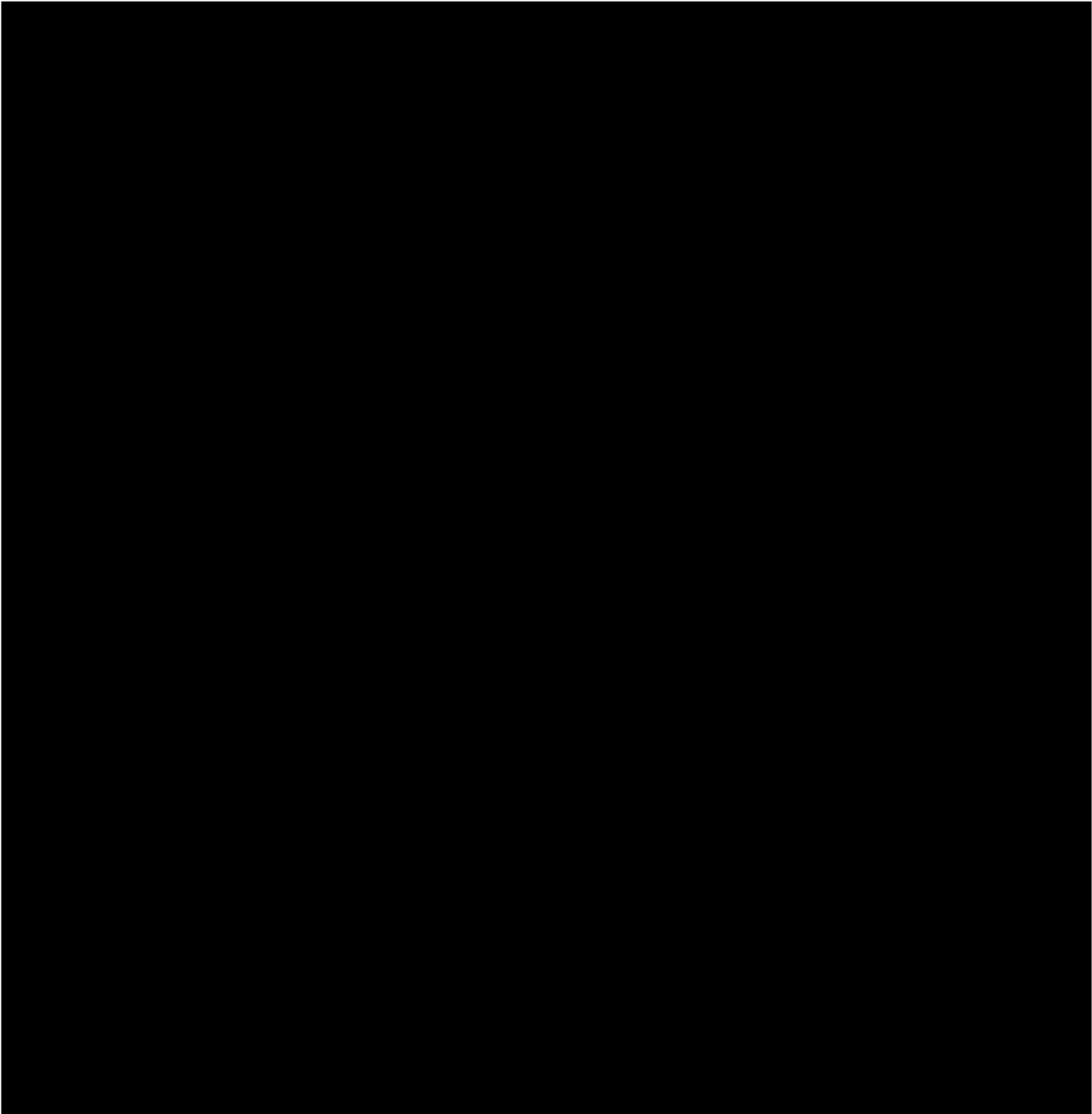


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6. Confidentiality.



7. Assignment and Transfer.

7.1 Transfer. LICENSOR may freely assign and transfer any or all of its rights and obligations under this Agreement and any or all of its rights and obligations in one or more of the Licensed Patents without LICENSEE's approval. The license, rights and obligations of LICENSEE arising under this Agreement are personal to LICENSEE. LICENSEE may not assign or transfer (collectively, "Transfer") any of its license, rights or obligations granted under this Agreement, except as set forth below in this Paragraph 7.1. Any attempted Transfer not specifically permitted by this Paragraph 7.1, whether by operation of law or otherwise, shall be void. LICENSEE may Transfer, without the consent of LICENSOR, not less than all of LICENSEE's license, rights and obligations arising under this Agreement to the third party purchaser of LICENSEE, which purchaser acquires all or substantially all of the assets of LICENSEE or all of the business of LICENSEE which is covered by the license granted herein or is the party into which LICENSEE merges ("Third Party Successor"). The license and rights that may be Transferred to said Third Party Successor shall cover and apply to LICENSEE's Licensed Products as provided by LICENSEE prior to the acquisition date and modifications to such products and/or services up to and including, but not exceeding, [REDACTED] subscribers of LICENSEE'S Licensed Products as specified in Paragraph 2.3 herein, but in any event, shall not cover and apply to the products, services, technology, assets or business operations traceable to the Third Party Successor or its subsidiaries or Affiliates that are in excess of the [REDACTED] subscribers of Licensed Products covered by the License granted by LICENSOR to LICENSEE herein. Once such a permitted Transfer has occurred, the Third Party Successor shall be bound by all terms, conditions, restrictions and definitions set forth in this Agreement. For purposes of this Paragraph 7.1, the term "Transfer" specifically (a) excludes any transaction described in Paragraph 7.2 or Paragraph 7.3 below; and (b) includes Transfers through mergers in which LICENSEE is

not the surviving entity.

7.2 Spin-offs. In the event a LICENSEE business unit, division or operation (or its products, services, technology or assets), which is rightfully operating under the license and rights granted in this Agreement, is sold, transferred or assigned to or merged with a party other than the Third Party Successor, said business unit, division and operation and its products, services, technology and assets shall be covered by said license and rights as a Third Party Successor. However, said coverage shall only relate to LICENSEE's Licensed Products as provided by LICENSEE and that are spun-off.

7.3 Acquisitions By LICENSEE. In the event LICENSEE acquires, or remains as the surviving entity in a merger with, another company or business, or acquires products, services, technology, assets or business operations of said company or business, then the license and rights granted to LICENSEE under this Agreement shall cover and apply to said other company's or business's Internet service subscribers, provided that the sum of the subscribers served by LICENSEE and the other company or business does not exceed [REDACTED] subscribers in total. The license and rights granted to LICENSEE under this Agreement shall not otherwise apply to or cover any other products, services, technology, assets or business operations traceable to the acquired or non-surviving company or business subject to this Paragraph 7.3.

7.4 Notice of Event. LICENSEE shall give notice to LICENSOR of any event that would require a transfer of rights under this Agreement under either of Paragraph 7.1 or Paragraph 7.2 above. Such notice shall be received within thirty (30) days of such event.

8. Miscellaneous.

8.1. Entire Agreement. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof. This Agreement shall not be extended, supplemented or modified in any manner except by a written instrument executed by duly authorized representative of the parties.

8.2. Governing Law. This Agreement shall be governed by, and interpreted and construed in accordance with, the domestic law of the state of Georgia without giving effect to any choice of law provision or rule (whether of the state of Georgia or any other jurisdiction) that would cause the application of laws of any jurisdiction other than the state of Georgia. The Parties hereby submit to the nonexclusive jurisdiction of, and waive any venue objections against, the federal courts located in the Northern District of Georgia.

8.3. Successors in Interest. Subject to the provisions detailed in this Agreement with respect to transferability of the rights granted to LICENSEE, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. To the extent not provided for by operation of law, the Parties shall require any successor or assign to agree to be bound to the terms and conditions of this Agreement as a condition precedent to such succession or assignment.

8.4. Agreement Construction. The following rules shall be applied in the construction of provisions of this Agreement:

8.4.1. The Parties have each been represented by counsel in the negotiation of this Agreement and have jointly prepared this Agreement with counsels' assistance. In the event of an ambiguity or a question of contract interpretation arises, no provision of this Agreement shall be construed based on any particular Party having drafted the Agreement or such provision.

8.4.2. Neither the history of negotiations between the Parties, nor the fact that provisions of this Agreement (or portions thereof) have been inserted, deleted or modified in the course of preparing Agreement drafts, shall be used to construe the meaning of any provision, except as permitted by law.

8.4.3. As used in this Agreement, (a) neutral pronouns and any derivations thereof shall be deemed to include the feminine and masculine and all terms used in the singular shall be deemed to include the plural and vice versa, as the context may require; (b) the words "hereof," "herein," "hereunder" and other words of similar import refer to this Agreement as a whole, including all exhibits and schedules as the same may be amended or supplemented from time to time, and not to any subdivision of this Agreement; (c) the words "Party" and "Parties" refer, respectively, to a party or to both of the parties to this Agreement; (d) the word "including" or any variation thereof means "including, without limitation" and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it; (e) the word "or" shall be interpreted in its inclusive sense unless there is an express limitation to the contrary, such that, for example, absent such express limitation, a provision of the form "A or B" shall be satisfied by "A" alone, "B" alone, or "A and B" together; and (f) explicit references to a particular Section hereof shall be deemed to include a reference to the subsections, if any, associated with the Section as well. This Agreement shall be fairly interpreted in accordance with its terms and without any strict construction in favor of or against either Party.

8.5. Severability. If any provision of this Agreement is found or held to be invalid or unenforceable by a court or other decision-making body of competent jurisdiction, the remainder of this Agreement shall remain valid and enforceable to the greatest extent allowed by such court or body under law.

8.6. Any notice or communication required or permitted to be given by any Party hereunder shall be in written form and shall be considered to be sufficiently given if mailed by registered or certified mail or transmitted by overnight courier, addressed to the Parties hereto as follows:

To LICENSOR: CommWorks Solutions, LLC
44 Milton Ave.
Suite 254
Alpharetta, GA 30009
Attn: Manager

To LICENSEE: Unwired Broadband, Inc.
215 W. Fallbrook Ave.
Suite 203
Fresno, CA 93711-5880
Attn: CEO

Copy To: Shane G. Smith, Esq.
McCormick Barstow, LLP
7647 N. Fresno St.
Fresno, CA 93729-8912
Tel. (559) 433-2240
ssmith@mccormickbarstow.com

8.7. Marking. LICENSEE will mark its Licensed Products acknowledging the license for the Licensed Patents in a manner consistent with the nature of the Internet services provided by LICENSEE. In the event LICENSOR believes any marking deficiency has occurred, or if LICENSOR believes any breach of this provision has occurred, LICENSOR shall provide LICENSEE with written notice of any alleged marking deficiency. Such notice shall specifically identify any alleged deficiency and shall provide LICENSEE with a sixty (60) day cure period in

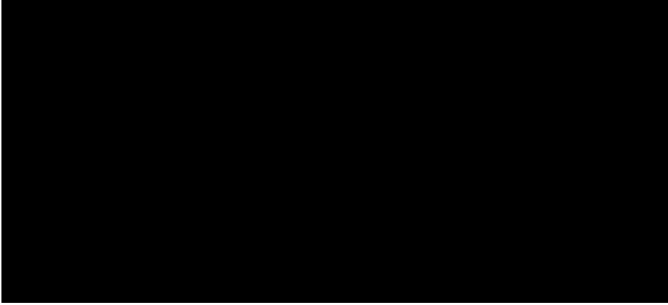
which LICENSEE may cure the alleged deficiency without recourse by LICENSOR. To the extent required and allowable by then current law, LICENSEE will post to an appropriate portion of its website "Licensed Under U.S. Patents owned by CommWorks Solutions, LLC." LICENSOR and LICENSEE acknowledge that any marking failure is not a material breach of this Agreement. Should a judicial determination of false marking occur, the parties agree that LICENSEE will be excused from this obligation. Should an accusation of false marking occur, LICENSEE will be allowed to mitigate its damages by removing the marking until a final judicial determination regarding the false marking is made.

8.8. Headings. Descriptive headings and titles used in this Agreement are inserted for convenience of reference only and do not constitute a part of and shall not be utilized in interpreting this Agreement.

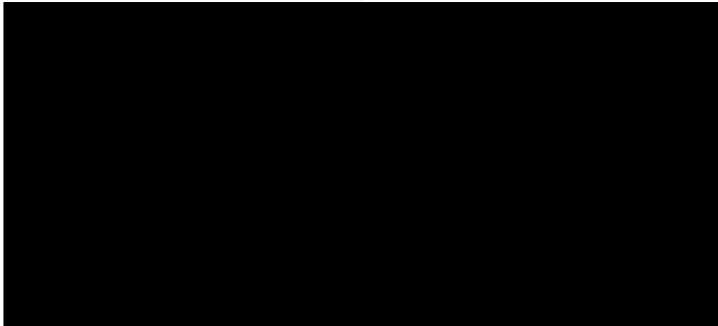
8.9. Counterparts; Facsimile Signatures. This Agreement may be executed as duplicate originals, both of which shall be regarded as one and the same instrument, and each of which shall be the official and governing version of this Agreement. This Agreement may be executed by facsimile signatures. In addition, single or duplicate originals of this Agreement may be executed by the Parties with multiple counterpart signature pages, where each individual Party executes a separate signature page, provided however that every Parties execute a signature page.

IN WITNESS WHEREOF, the Parties hereto have caused this Patent License and Settlement Agreement to be executed by duly authorized officers effective on the Effective Date.

CommWorks Solutions, LLC ("LICENSOR")



unWired Broadband, Inc. ("LICENSEE")



SCHEDULE 1
LICENSED PATENTS

US Patent	US Patent	US Patent	US Patent	US Patent	Foreign Patent	Foreign Patent
5210770	6788660	7190900	7835897	RE42232	CA2310783	GB1150530
5267271	6792094	7206806	7852796	RE42539	CA2581734	GB1151567
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