

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6672098

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
CAMBRIDGE BROADBAND NETWORKS LIMITED	05/20/2020
RECEIVING PARTY DATA	
Name:	CAMBRIDGE BROADBAND NETWORKS GROUP LIMITED
Street Address:	THE BRADFIELD CENTRE 184 CAMBRIDGE SCIENCE PARK MILTON ROAD
City:	CAMBRIDGE
State/Country:	ENGLAND
Postal Code:	CB4 0GA
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7519129
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:	2024290020
Email:	pto@nsiplaw.com
Correspondent Name:	NSIP LAW
Address Line 1:	P.O. BOX 65745
Address Line 4:	WASHINGTON, D.C. 20035
ATTORNEY DOCKET NUMBER:	C301020.0005
NAME OF SUBMITTER:	ALAN I. CANTOR
SIGNATURE:	/Alan I. Cantor/
DATE SIGNED:	04/23/2021
Total Attachments: 14	
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Dated

20 May

2020

CAMBRIDGE BROADBAND NETWORKS LIMITED (IN ADMINISTRATION)

and

ANTONY DAVID NYGATE and COLIN MICHAEL TREVETHYN HAIG

(JOINT ADMINISTRATORS)

and

CAMBRIDGE BROADBAND NETWORKS GROUP LIMITED

DEED OF ASSIGNMENT OF CERTAIN INTELLECTUAL PROPERTY RIGHTS

BY JOINT ADMINISTRATORS

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This DEED is dated

20th May

2020

- (1) **CAMBRIDGE BROADBAND NETWORKS LIMITED (IN ADMINISTRATION)** (No. 03879840) whose registered office is at 55 Baker Street, London W1U 7EU acting by the Administrators (defined below) (**Assignor**);
- (2) **ANTONY DAVID NYGATE and COLIN MICHAEL TREVETHYN HAIG** of BDO LLP, 55 Baker Street, London W1U 7EU (together the **Administrators**); and
- (3) **CAMBRIDGE BROADBAND NETWORKS GROUP LIMITED** (No. 10427528) whose registered office is at 1 Hammersmith Broadway, London W6 9DL (**Assignee**).

BACKGROUND

- (A) The Administrators were appointed joint administrators of the Assignor by a Notice of Appointment of an Administrator filed at Court on 6 February 2020.
- (B) The Assignor previously carried on the Business using the IPR Assets (all defined below).
- (C) The Assignor acting by the Administrators, has agreed to assign to the Assignee all such right, title and interest (if any) as the Assignor has in or to the IPR Assets on the terms of this Deed (all defined below).
- (D) The Administrators have entered into this Deed solely for the purpose of obtaining the benefit of the provisions in their favour and shall incur no personal liability of any kind under or in connection with this Deed.

AGREED TERMS

1. INTERPRETATION

- 1.1 The defined terms used in this Deed have the following meanings:

APA	the Agreement for the Sale of Certain Assets by Joint Administrators entered into between the parties of even date herewith
Business	means the business of the design, installation, support and servicing of fixed wireless access microwave and millimeter wave technology carried on by the Assignor prior to the appointment of the Administrators
Completion Date	19 March 2020
Intellectual Property Rights	such trademarks, patents, design rights, registered designs, copyright, database rights, rights to inventions and domain names, rights in computer software, rights in confidential information and know how and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world

IPR Assets

all Intellectual Property Rights owned, used or held for use by the Assignor including but not limited to the domain names, trade marks and patents specified in Schedule 1

2. ASSIGNMENT

2.1 In consideration of the payment by the Assignee to the Administrators on behalf of the Assignor of the Initial Consideration pursuant to and in accordance with the APA, receipt of which is hereby acknowledged by the Administrators, the Assignor hereby assigns to the Assignee all such right, title and interest (if any) as the Assignor has in or to the IPR Assets, together with:

(a) all of the Assignor's right, title and interest in any registrations granted pursuant to any of the applications comprised in the IPR Assets and in and to all and any inventions disclosed in the IPR Assets, including (where applicable):

(i) In respect of any and each application in the IPR Assets:

(A) the right to claim priority from and to prosecute and obtain grant of patent;

(B) the right to file divisional applications based thereon and to prosecute and obtain grant of patent on each and any such divisional application;

(ii) in respect of each and any invention disclosed in the IPR Assets, the right to file an application, claim priority from such application, and prosecute and obtain grant of patent or similar protection in or in respect of any country or territory in the world;

(iii) the right to extend to or register in or in respect of any country or territory in the world each and any of the IPR Assets, and each and any of the applications comprised in the IPR Assets or filed as aforesaid, and to extend to or register in, or in respect of, any country or territory in the world any patent or like protection granted on any of such applications;

(iv) the absolute entitlement to any patents granted pursuant to any of the applications comprised in the IPR Assets or filed as aforesaid;

(b) all goodwill attaching to the trade marks which form part of the IPR Assets, and to that part of the Assignor's business that relates to the goods or services for which the trade marks are registered or used; and

(c) all rights to bring, make, have made, use, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement or for passing off or any other cause of action arising from ownership, of any of the IPR Assets whether occurring before or after the Completion Date.

2.2 For the avoidance of doubt, other than those rights or assets of the Assignor listed at clause 2.1 no other rights or assets of the Assignor are included in this assignment. In particular:

(a) no third party rights are assigned, for example no third party software in the IPR Assets is assigned; and

(b) subject to clause 2.1(b), no office holder claims or other claims of the Administrators are assigned.

3. NO PERSONAL LIABILITY OF THE ADMINISTRATORS

3.1 The Administrators are party to this Deed only for the purpose of receiving the benefit of this declaration and any other covenants, conditions or provisions in their favour contained in this Deed. Neither the Administrators nor their business organisation or its members or partners or its or their employees or agents shall incur any personal liability (nor shall any liability rank and/or be claimed by the Assignee as an expense of the Administration of the Assignor) howsoever arising under or in connection with this Deed or the transaction hereby agreed or under any deed or other document or agreement entered into pursuant to or in connection with this Deed.

3.2 No sums due from the Administrators or the Assignor arising directly or indirectly out of the terms of this Deed shall be charged or payable as a cost or expense of the administration or otherwise payable under paragraph 99(3) or 99(4) of Schedule B1 to the Insolvency Act 1986 but shall rank (subject to that claim being allowed by law to rank as an unsecured claim) only as an unsecured claim against the Assignor.

4. EXCLUSIONS OF REPRESENTATIONS AND WARRANTIES

The Assignee admits that the Assignee has inspected and made all investigations it wishes concerning the IPR Assets and that the Assignee enters into this Deed solely as a result of that inspection and investigation and on the basis of the terms of this Deed and not in reliance upon representations or warranties whether written or oral, express or implied made by or on behalf of the Assignor or the Administrators or their employees or any agents or representatives thereof or any of them.

5. FURTHER ASSURANCES

5.1 The Assignor shall for a period of 6 months from the Completion Date on written request from the Assignee and at the Assignee's expense do and execute or arrange for the doing and executing of, and use all reasonable endeavours to procure that any necessary third party shall do and execute each reasonably necessary act, document and thing reasonably within its power to implement the assignment within this Deed including (but subject to it being within the Assignor and the Administrators' power and knowledge to do so):

- (a) registration of the Assignee as applicant for, or proprietor of, the IPR Assets; and
- (b) assisting the Assignee in obtaining, defending and enforcing the IPR Assets, and assisting with any other proceedings which may be brought by or against the Assignee against or by any third party relating to the rights assigned by this Deed.

providing always that any such documents are in a form reasonably acceptable to the Assignor.

6. MISCELLANEOUS PROVISIONS

6.1 No term of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this Deed.

6.2 If any provision or part-provision of this Deed is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 4 shall not affect the validity and enforceability of the rest of this Deed.

6.3 A variation of this Deed must be in writing and signed by or on behalf of each party (or their authorised representatives).

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- 6.4 No failure by the Assignor or the Administrators to exercise or delay in exercising any right or remedy provided under this Deed or by law constitutes a waiver of such right or remedy or shall prevent any future exercise in whole or in part.
- 6.5 This Deed may be executed in any number of counterparts and by the parties on separate counterparts, all of which taken together constitute one and the same instrument.
- 6.6 This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 6.7 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Deed or its subject matter or formation (including non-contractual disputes or claims).

This document has been executed as a DEED and is delivered and takes effect on the date stated at the beginning of it.

SCHEDULE 1

IPR Assets

Domain Names

backhaulblog.co.uk
backhaulblog.com
backhaulblog.uk
cambridgebroadband.co.uk
cambridgebroadband.com
cambridgebroadband.net
cambridgebroadband.uk
cambridgebroadbandnetworks.co.uk
cambridgebroadbandnetworks.com
cambridgebroadbandnetworks.net
cambridgebroadbandnetworks.uk
cbnl.co.uk
cbnl.com
cbnl.net
cbnl.systems
cbnl.uk
thebackhaulblog.co.uk
thebackhaulblog.com
thebackhaulblog.uk
vectastar.co.uk

Trade Marks:

Country	Client title	Filing Number	Grant/Reg Date	Grant/Reg Number	Status	Renewal Date
South Africa	VECTASTAR (word mark)	2005/08435		2005/08435	Registered	28 Apr 2025
South Africa	VECTASTAR (word mark)	2005/08435		2005/08435	Registered	28 Apr 2025
European Union	VECTASTAR (word mark)	001742618	12 Mar 2002	001742618	Registered	28 Jun 2020
United States of America	VECTASTAR (word mark)	77863869	19 Jul 2011	3995630	Registered	19 Jul 2021
India	VECTASTAR (word mark)	1354246	25 Sep 2008	755796	Registered	29 Apr 2025
China	VECTASTAR (word mark)	4748022	14 Apr 2008	4748022	Registered	13 Apr 2028
China	VECTASTAR (word mark)	4748021	07 Feb 2009	4748021	Registered	08 Feb 2029

Patents:

Country	Filing No	Filing Date	National Entry Filing No.	Grant/Registration No	Title
China	PCT/GB2002/002392	23 May 2002	02810726.X	ZL02610725.X	Method and Apparatus for Communications Bandwidth Allocation
China	PCT/GB2002/002810	26 Jun 2002	02812979.2	ZL02812979.2	Method and Apparatus for Providing Communications Bandwidth to Users Having a Committed Data Rate Based on Priority Assignment
China	PCT/GB2003/001477	03 Apr 2003	ZL03808174.1	ZL2003808174.1	Synchronization in a Communication System
China	PCT/GB2003/005039	12 Nov 2002	200380105720.4	ZL200380105720.4	Wireless Communication System
China	PCT/GB2006/004180	08 Nov 2006	200680041948.5	ZL200680041948.5	Communications System and Method
China	PCT/GB2002/003303	18 Jul 2002	02814549.6	ZL02814549.6	PREDISTORTING OF CONTENTION SIGNALS
France	02745654.0	18 Jul 2002		1415449	PREDISTORTION OF CONTENTION SIGNALS
France	13753678.5	08 Aug 2013		2883316	DETECTING INTERFERENCE IN A COMMUNICATION CHANNEL REUSE ENVIRONMENT
France	02726321.9	23 May 2002		1391135	Method and Apparatus for Communications Bandwidth Allocation
France	02735542.7	26 Jun 2002		1402689	Method and Apparatus for Providing Communications Bandwidth to Users Having a Committed Data Rate Based on Priority Assignment
France	02745601.1	10 Jul 2002		1410572	Communications System and Method
France	02751400.9	09 Aug 2002		1417804	Communications Network
France	06808474.6	08 Nov 2006		1940499	Communications System and Method

ACTIVE/105602863.1

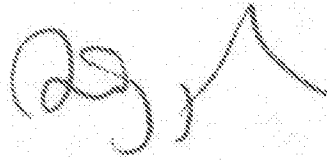
France	03720676.2	03 Apr 2003		1493239	Synchronization in a Communication System
Germany	02745654.0	18 Jul 2002		1415449	PREDISTORTION OF CONTENTION SIGNALS
Germany	13753678.5	08 Aug 2013		2883315	DETECTING INTERFERENCE IN A COMMUNICATION CHANNEL REUSE ENVIRONMENT
Germany	02726321.9	23 May 2002		60238604.7	Method and Apparatus for Communications Bandwidth Allocation
Germany	02735642.7	26 Jun 2002		60207077.5	Method and Apparatus for Providing Communications Bandwidth to Users Having a Committed Data Rate Based on Priority Assignment
Germany	02745601.1	10 Jul 2002		1410572	Communications System and Method
Germany	02751400.9	09 Aug 2002		1417804	Communications Network
Germany	06808474.8	06 Nov 2006		1946498	Communications System and Method
Germany	03720675.2	03 Apr 2003		1493239	Synchronization in a Communication System
Greece	02726321.9	23 May 2002		3074195.0	Method and Apparatus for Communications Bandwidth Allocation
Italy	02726321.9	23 May 2002	502011901925230	1391135	Method and Apparatus for Communications Bandwidth Allocation
Italy	02745601.1	10 Jul 2002	502006901441591	1410572	Communications System and Method
Italy	02751400.9	09 Aug 2002	502007901534955	1417804	Communications Network
Italy	06808474.8	06 Nov 2006	502010901827179	1946498	Communications System and Method
Sweden	02735642.7	26 Jun 2002		1402685	Method and Apparatus for Providing Communications Bandwidth to Users Having a Committed Data Rate Based on Priority Assignment

UK	13753678.6	06 Aug 2013	2683315	DETECTING INTERFERENCE IN A COMMUNICATION CHANNEL REUSE ENVIRONMENT
UK	1607694.3	11 May 2018		A System and Method for Distributing Packets in a Network
UK	0113887.4	07 Jun 2001	2376381	Wireless Transmission System and Method
UK	0106606.7	16 Mar 2001	2373421	Wireless Communication System
UK	0108604.2	16 Mar 2001	2373420	Communications System and Method
UK	0201738.2	26 Jan 2002	2384686	Method and Apparatus for Predistorting Data
UK	0113888.2	07 Jun 2001	2376391	Wireless Transmission System and Method
UK	0112881.8	26 May 2001	2376927	Method and Apparatus for Communications Bandwidth Allocation
UK	02736642.7	26 Jun 2002	1402689	Method and Apparatus for Providing Communications Bandwidth to Users Having a Committed Data Rate Based on Priority Assignment
UK	02746601.1	10 Jul 2002	1410572	Communications System and Method
UK	02751400.9	09 Aug 2002	1417604	Communications Network
UK	0223065.8	12 Dec 2002	2396277	Wireless Communications System
UK	06838474.8	08 Nov 2006	1946498	Communications System and Method
UK	0921656.5	11 Dec 2009	2476082	Improved Base Station Architecture
UK	0617947.5	30 Sep 2008	2463920	Improved Data Compression
UK	03720676.2	03 Apr 2003	1453239	Synchronization in a Communication System
UK	0118288.0	26 Jul 2001	2378103	Method and Apparatus for Predistorting Data
UK	0208374.9	11 Apr 2002	2367516	Communication System
UK	1600771.8	15 Jan 2016	2546309	An Antenna

USA	PCT/GB2002/003172	10 Jul 2002	10/483,515	7,529,274	Communications System and Method
USA	PCT/GB2002/002910	26 Jun 2002	10/481847	7430209	Method and Apparatus for Providing Communications Bandwidth to Users Having a Committed Data Rate Based on Priority Assignment
USA	PCT/GB2002/003651	09 Aug 2002	10/484650	7317719	Communications Network
USA	PCT/GB2003/05039	12 Nov 2002	10/538,561	7,519,129	Precoding of Contention Words in a Fixed Wireless Access System
USA	PCT/GB2003/001477	03 Apr 2003	10/510,406	7,502,811	Synchronization in a Communication System
USA	PCT/GB2006/004180	08 Nov 2006	12/093,222	8,009,679	Communications System and Method
USA	PCT/GB02/03303	18 Jul 2002	10/484,557	7,787,531	PREDISTORTING OF CONTENTION SIGNALS
WIPO	PCT/GB2019/051289	10 May 2019			A System and Method for Distributing Packets in a Network

EXECUTION PAGE

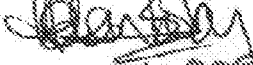
Executed as a Deed by Cambridge
Broadband Networks Limited (in
administration) acting by Antony David Nygate
one of its Administrators pursuant to the powers
conferred on him by the Insolvency Act 1986 in
the presence of



Witness



Signature



Name

KELVIN BOBY

Address

16 JINCEYARLOS ROAD

ENG 4 PM

Occupation

YOGA TEACHER

Executed as a Deed by Antony David Nygate)
on behalf of himself and Colin Michael)
Trevellyn Haig in the presence of)



Witness

Helen Boby

Signature



Name

HELEN BOBY

Address

14 VINCENNES ROAD

ENGLAND

Occupation

YOGA TEACHER

Executed as a Deed by Cambridge)
Broadband Networks Group Limited acting)
by a director in the presence of)

Witness

Signature

Name

Address

Occupation

Executed as a Deed by Antony David Nygate)
on behalf of himself and Colin Michael)
Trevethyn Haig in the presence of)

Witness

Signature

Name

Address

Occupation

Executed as a Deed by Cambridge
Broadband Networks Group Limited acting
by a director in the presence of

E. Stratling

Witness

Signature

Name

Address

Occupation

K. Stratling

42 Slean Common Drive
Richmond, Surrey TW 10 5BN

Speech Therapist