TRADEMARK REEL: 002501 FRAME: 0768

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PRPOPERTY ASSIGNMENT AGREEMENT (the "Agreement"), dated as of January 26, 2001, is entered by and between NETWORK ALCHEMY, INC., A California corporation, having a place of business at 1538 Pacific Avenue, Santa Cruz, California ("Alchemy"), and NOKIA WIRELESS ROUTERS INC., a California corporation, having a place of business at 313 Fairchild Drive, Mountain View, California ("Routers").

WHEREAS, Alchemy and Routers have entered into a Contribution, Assignment and Assumption Agreement effective as of January 26, 2001 (the "Contribution Agreement"); and

WHEREAS, the Contribution Agreement requires Alchemy and Routers to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual agreements and covenants set forth herein, the parties agree as follows:

SECTION 1. <u>Definitions</u>. As used in this Agreement, the following terms shall have the meanings set forth below:

"Patents" shall mean the patents and patent applications, foreign and domestic, set forth on Schedule A, all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions.

"Trademarks" shall mean the trademarks and service marks, foreign and domestic, set forth on Schedule B, the goodwill of the business symbolized thereby, all common law rights with respect thereto, all applications and registrations thereof, all rights therein provided by international treaties or conventions, and all extensions and renewals thereof.

"Domain Names" shall mean a series of alphanumeric characters set forth on Schedule C that when combined with an Internet top level domain (TLD) can identify one or more internet protocol addresses.

"Copyrights" shall mean the exclusive rights in an original work of authorship, foreign and domestic, set forth on Schedule D, including software, whether registered or not, including works made for hire by employees within or outside the company, and all rights therein provided by international treaties or conventions.

SECTION 2. <u>Transfer and Assignment of Intellectual Property</u>. Alchemy hereby sells, assigns, and transfers to Routers all of its right, title and interest in and to the Patents, Trademarks, and the goodwill of the business symbolized by the Trademarks, Domain Names and Copyrights.

TRADEMARK REEL: 002501 FRAME: 0769 SECTION 3. <u>Governmental Filings</u>. Alchemy shall furnish Routers with such necessary information and reasonable assistance, including execution of such other required documents, as Routers may reasonable request in connection with recording its ownership interest in the Patents, Trademarks, Domain Names and Copyrights with any governmental authority.

SECTION 4. <u>Construction</u>. The parties agree that, to the extent that any terms or provisions of this Agreement differ or conflict with any provision or term of the Contribution Agreement, the applicable terms and provisions of the Contribution Agreement shall control and take precedence.

SECTION 5. Governing Law. The rights and duties of the parties under this Agreement shall be governed by, and construed in accordance with, the internal substantive laws, and not the choice of law rules, of the State of New York.

SECTION 6. <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

NETWORK ALCHEMY, INC.

By:

Kirsi Sormunen, Vice President

NOKIA WIRELESS ROUTERS INC.

By:

Pichard W. Stimson, Vice President