

02-24-1999



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2-11-99

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)
Document ID #

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment **License**

Security Agreement **Nunc Pro Tunc Assignment**

Merger **Change of Name**

Other

Effective Date
Month Day Year
 10 27 98

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year
 10 27 98

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

02/23/1999 DNGUYEN 00000129 012520 75496449

FOR OFFICE USE ONLY

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Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text" value="75/496,449"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved. #

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)

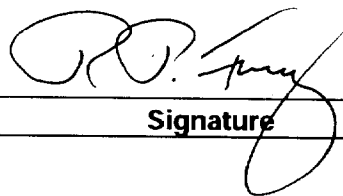
Deposit Account Number: #

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

ROGER P. FUREY
Name of Person Signing



Signature

2/9/99

Date Signed

ASSIGNMENT and AGREEMENT

WHEREAS, Smartwaves International, Inc. having an address at 3385 Scott Boulevard, Santa Clara, California 95044 ("Assignor") has adopted and continuously used since as early as August 5, 1997, the service mark and trade name SMARTWAVES for engineering services in the field of microwave and millimeter wave antenna and radio design, and has filed an application for the SMARTWAVES mark in the United States Patent and Trademark Office in International Class No. 42 for such services on June 4, 1998, Application No. 75/496,449; and

WHEREAS, Assignor is now using SMARTWAVES as a service mark and trade name for its engineering services relating to the field of microwave and millimeter wave antenna and radio design, and "smartwaves.com" as an Internet domain name; and

WHEREAS, Frank Kelly, a United States citizen, having an address at 20 Winthrop Drive, Holmdel, New Jersey 07733 and acting as agent for undisclosed principal ("Assignee"), is desirous of acquiring all rights, title and interest in and to the SMARTWAVES mark, Application No. 75/496,449, the trade name, and the goodwill of the business symbolized thereby, and the "smartwaves.com" domain name.

NOW, THEREFORE, for the sum of ONE HUNDRED AND THIRTY FIVE THOUSAND (\$135,000) and other good and valuable consideration, the receipt of which the Assignor acknowledges, the Assignor hereby assigns to Assignee all of its rights, title and interest, including all common law rights in and to the service mark and trade name SMARTWAVES, the goodwill of the business symbolized thereby, Application No. 75/496,449, and the domain name "smartwaves.com". Assignee shall be free to make any and all use of the mark immediately upon execution of this Assignment and Agreement.

This assignment is conditioned on the Assignee granting to Assignor a license to continue to use the SMARTWAVES mark and trade name for a transition period of four (4) months following the date of the execution of this agreement in a manner consistent with its current use, and no more. Assignor will not use the mark in any manner designed to, or which has the effect of, capitalizing on any publicity or name recognition created by Assignee's use of this mark, and Assignor will take all necessary steps to avoid and consumer confusion that results from Assignor's continued use of the mark and trade name during the license period. In addition, Assignor may use the "smartwaves.com" domain name for up to two (2) months from the date of this Agreement. Upon the expiration of this license period, Assignor will cease all use of the SMARTWEAVES service mark and trade name.

The Assignor warrants there are no licenses, encumbrances, or other agreements, either written, oral or implied, relating to the SMARTWAVES mark, that it is not aware of any person or entity who claims superior rights to this mark, and that it has good and valid title to the mark to assign the Assignee.

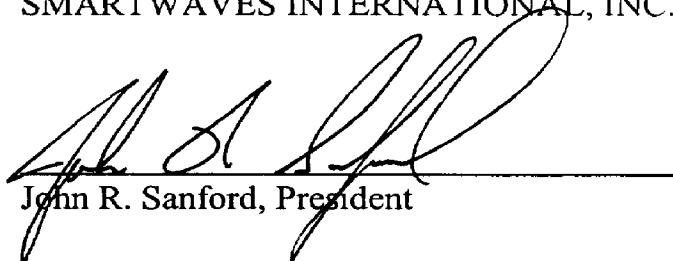
The Assignor further warrants that, upon request of the Assignee, the Assignor shall execute all papers, make all rightful oaths, and testify on behalf of the Assignee and do all other lawful acts necessary to carry out the intent of this agreement, as well as to provide such other material, information and/or assistance as the Assignee may consider necessary, provided that the Assignee reimburses the Assignor for any out of pocket expenses which Assignor may incur in complying with the terms of this paragraph.

Assignee and the heirs, legal representatives and assignees of Assignee ("Representatives") agree to take all reasonable steps to assure that the communications sent to Assignee or its Representatives that are intended for Assignor are forwarded to Assignor in a timely manner. These steps shall include, but are not limited to, placement of a "hot link" and appropriate text on the homepage of Assignee's or its Representative's "smartwaves.com" website that points to a new UPL for Assignor. This hot link is to be provided for at least six (6) months starting from Assignee's or its Representative's first use of "smartwaves.com" for a website.

This agreement supersedes and replaces all other assignments and agreements between the parties, and shall be binding upon the parties their successors and/or assigns, and all others acting by, through, with or under their direction, and all those in privity therewith.

SMARTWAVES INTERNATIONAL, INC.

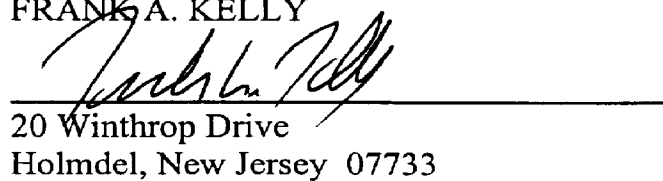
Dated: October 27, 1998



John R. Sanford, President

Accepted this 22nd day of October 1998.

FRANK A. KELLY



20 Winthrop Drive
Holmdel, New Jersey 07733