

FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027

04-25-2000

U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK



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OPR/FINANCE  
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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

Conveying Party(ies)

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

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/KA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

Zip Code

- Individual  General Partnership  Limited Partnership
- Corporation  Association
- Other

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).

Citizenship/State of Incorporation/Organization

04/25/2000 DCDATES 00000031 75565332

FOR OFFICE USE ONLY

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(40.00 DP)

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK  
REEL: 002058 FRAME: 0807

**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="75/565332"/>	<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.*

Simon B. Anolick Simon B. Anolick 20/02/2000  
 Name of Person Signing Signature Date Signed

## TRADEMARK ASSIGNMENT

**THIS ASSIGNMENT**, made by and between InSpan Corporation, a California corporation (“Assignor”), and Andrew Corporation, a Delaware corporation (“Assignee”).

**WHEREAS**, Assignor and Assignee have entered into a certain Asset Purchase Agreement dated as of the same date as this Assignment among Andrew Corporation, InSpan Corporation and Saswata Basu, the majority shareholder of InSpan Corporation (the “Purchase Agreement”);

**WHEREAS**, Assignor is the owner of and has adopted, used and is using the trademark listed in Schedule A attached hereto and made a part hereof, including variations and derivations thereof, whether or not applications, registrations and/or common law rights therefor (the “Mark”).

**WHEREAS**, Assignee wishes to acquire Assignor's right, title and interest in and to the Mark as listed in Schedule A together with the goodwill of the business in connection with which the Mark is used; and

**WHEREAS**, Assignor wishes to assign the Mark together with the goodwill of the business in connection with which the Mark is used.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, grant, assign, transfer, convey and deliver to Assignee all of its right, title and interest in and to the Mark together with the goodwill of the business in connection with which the Mark is used and including the subject matter of all claims which may be obtained therefrom for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the said Assignor if this assignment had not been made; together with all claims for damages by reason of past, present or future infringement or other unauthorized use of the Mark, with the right to sue for, and collect the same for its own use and enjoyment and for the use and enjoyment of its successors, assigns, or other legal representatives

Assignor authorizes and requests the Assistant Commissioner for Trademarks to record Assignee as the owner of the entire right, title and interest in and to the Mark, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

This Trademark Assignment is delivered pursuant to, on the terms of, and subject to the representations and warranties set forth in the Purchase Agreement.

**{Signature Page Follows}**

IN WITNESS WHEREOF, the Assignor has executed this Assignment as of the 2nd  
day of March, 2000.

**INSPAN CORPORATION**

By: [Signature]  
Name: Saswata Basu  
Title: President

Subscribed and Sworn to Before Me  
this 2nd day of March, 2000.

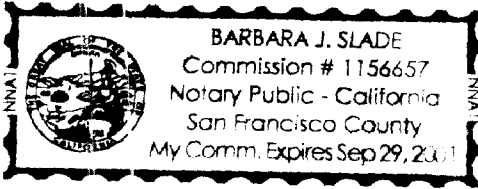
[Signature]  
Notary Public  
My commission expires: September 21, 2000

**ANDREW CORPORATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Subscribed and Sworn to Before Me  
this \_\_\_\_\_ day of \_\_\_\_\_, 2000.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_



IN WITNESS WHEREOF, the Assignor has executed this Assignment as of the 2ND day of MARCH, 2000.

**INSPAN CORPORATION**

**ANDREW CORPORATION**

By: \_\_\_\_\_

Name: Saswata Basu

Title: President

By: Guy M. Campbell

Name: GUY M. CAMPBELL

Title: PRESIDENT

Subscribed and Sworn to Before Me  
this \_\_\_\_\_ day of \_\_\_\_\_, 2000.

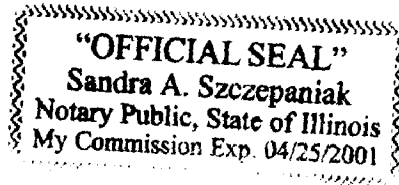
Subscribed and Sworn to Before Me  
this 2nd day of MARCH, 2000.

\_\_\_\_\_  
Notary Public

Sandra A. Szczepaniak  
Notary Public

My commission expires: \_\_\_\_\_

My commission expires: 4/25/01



**SCHEDULE A**

Trademark Applications and Registrations: Serial No. 75-565332 "In Span"

Common Law Trademark: "In Cell"

CH01/12C 51608.1