

06-19-2000

Substitute Form PTO-1594
Attorney Docket No.: 11585/001001



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101383686

Assistant Commissioner for Trademarks. Please record the attached copies of an original document.

1. Name of conveying party(ies):

Lucent Technologies Inc.
600 Mountain Avenue
Murray Hill, New Jersey 07974-0636

MRD
5-24-00
O I P E
MAY 24 2000
PATENT & TRADEMARK OFFICE

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation—State – Delaware
- Other _____

Additional name(s) attached? Yes No

2. Name and address of receiving party(ies):

RadioRouter, Inc.
Bedminster One
135 Route 202-206 South
Bedminster, New Jersey 07921

- Individual(s) Citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation—State Delaware
- Other _____

If the assignee is not domiciled in the United States, a domestic representative designation is attached. Yes No

Additional names/addresses attached? Yes No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other:

Execution Date: May 4, 2000

4. Application number(s) or trademark number(s):

A. Trademark Application No(s): 75/748,277
75/915,417

B: Trademark No(s):

Additional numbers attached? Yes No

5. Name/address of party to whom correspondence concerning document should be mailed:

Keith A. Barritt
Fish & Richardson P.C.
601 Thirteenth Street, N.W.
Washington, D.C. 20005
Telephone: (202) 783-5070
Facsimile : (202) 783-2331

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR §3.41): \$65.00

- Enclosed
- Authorized to charge Deposit Account.

8. Deposit Account No.:

DO NOT USE THIS SPACE

9. Statement and Signature: *To the best of my knowledge and belief, the foregoing information is true and correct and the attached is a true copy of the original document.*

Keith A. Barritt

Name of Person Signing

KA Barritt

Signature

May 24, 2000

Date

Total number of pages including cover sheet, attachments, and document: 3

06/16/2000 DNGUYEN 00000186 75748277

01 FC:481
02 FC:482

(
40.00 OP
25.00 OP
)

TRADEMARK
REEL: 002089 FRAME: 0040



May 1, 2000

To: Rajiv Laroia
Vice President
RadioRouter, Inc.
1 Riverfront Plaza
Newark, NJ 07102

Re: Letter Amendment Agreement to Intellectual Property Agreement effective
February 8, 2000 "The Agreement"

Mr. Laroia,

Pursuant to discussions between Lucent Technologies Inc. (LUCENT) and RadioRouter, Inc. (RADIOROUTER), LUCENT and RADIOROUTER agree to amend The Agreement as follows:

APPENDIX B: Delete all language in this appendix and replace with the following:

TRADEMARK & DOMAIN NAME ASSIGNMENT

THIS ASSIGNMENT is made effective as of the 8th day of February 2000 by **LUCENT TECHNOLOGIES INC.**, a corporation organized and existing under the laws of the State of Delaware and having an office at 600 Mountain Avenue, Murray Hill, New Jersey 07974-0636 (hereinafter referred to as the "Assignor") and RadioRouter, Inc. a corporation organized and existing under the laws of the State of Delaware and having an office at 1 Riverfront Plaza, Newark, New Jersey 07102 (hereinafter referred to as "Assignee").

WHEREAS, the Assignor is desirous of transferring and assigning to the Assignee, and the Assignee is desirous of acquiring from the Assignor, all of the Assignor's right, title and interest in and to the Domain Names and Assigned Marks as set forth in Schedule A, and all of the good will associated therewith and other rights the Assignor may have with respect to such Assigned Marks in connection with the sales of ongoing and existing business appertaining thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor does hereby transfer, convey and assign unto the Assignee all rights, title and interest in and to the Domain Names and Assigned Marks together with the good will of the business appertaining thereto and which is symbolized by the Assigned Marks and the worldwide right to sue for past infringements of the Assigned Marks.

The Assignor shall execute any and all documents reasonably requested by Assignee to transfer ownership of the Assigned Marks listed on Schedule A including, but not limited to, Assignments, Transfers and related Powers of Attorney.

IN WITNESS WHEREOF, Assignor has hereunto executed this instrument this 4th day of May, 2000.

LUCENT TECHNOLOGIES INC.

By: [Signature]
Name: Daniel P. McCurdy
Title: President – Intellectual Property Business

STATE OF NEW JERSEY)
)
COUNTY OF SOMERSET)

On this 4th day of May, 2000, before me personally appeared Daniel P. McCurdy, who duly acknowledged the signing of the foregoing instrument to be voluntary act and deed, and who executed the same, with full power and authority to do so on behalf of and with the authorization of the above-named entity, and for the purposed therein specified.

WITNESS my hand and official seal

[Signature]
Notary Public [SEAL]



SCHEDULE A

<u>MARK</u>	<u>COUNTRY</u>	<u>APPLICATION NO.</u>
RADIROUTER	USA	5/748277
FLASH-OFDM	USA	75/915417
<u>DOMAIN NAMES</u> www.radiorouter.com		