

08-22-2001

REC



SHEET

To the Honorable Commissioner of Patents and Trademarks:  
Please record the attached original documents or copy thereof.

101820082

1. Name of conveying party(ies):  
**INET Technologies, Inc.**  
 Individual(s)  Association  
 General Partnership  Limited Partnership  
 Corporation **7-10-01**  
 Other \_\_\_\_\_  
Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies):  
Name: **Nextcell, Inc.**  
Internal Address: \_\_\_\_\_  
Street Address: **661 East 18<sup>th</sup> Street**  
City: **Plano** State: **Texas**  
Zip: **75074-5601**

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_  
Execution Date: **September 10, 1999**

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_ **08-10-2001**  
 Limited Partnership \_\_\_\_\_ U.S. Patent & TMO/TM Mail Rcpt Dt. #11  
 Corporation-State **Delaware**  
 Other \_\_\_\_\_  
If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or patent number(s): **See Section B Below.**

If this document is being filed together with a new application, the execution date of the application is:

A. Trademark Application No.(s):

B. Trademark Registration No.(s): **2,157,208**

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: **Alan N. Greenspan, Esq.**  
Internal Address: **Jackson Walker L.L.P.**  
Street Address: **901 Main Street, Suite 6000**  
City: **Dallas**  
State: **Texas** Zip: **75202**

6. Total number of applications and registrations involved: **1**  
7. Total fee (37 CFR 3.41): . . . . . **\$40.00**  
 Enclosed  
 Authorized to be charged to deposit account  
8. Deposit account number: \_\_\_\_\_  
(Attach duplicate copy of this page if paying by deposit account)

08/21/2001 TBIAZ1 00000086 157208

01 FC:481

44.00 DP

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 any attached copy is a true copy of the original document.*

**Alan N. Greenspan**  
Name of Person Signing

Signature

**8/9/01**  
Date

Total number of pages including cover sheet, attachments, and document: **7**

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

2820082.1

TRADEMARK  
REEL: 002352 FRAME: 0280

**ASSIGNMENT OF INTANGIBLE ASSETS**

**THIS ASSIGNMENT OF INTANGIBLE ASSETS** ("Agreement") is made and entered into as of the 10<sup>th</sup> day of September, 1999 ("the Effective Date"), by and between **INET TECHNOLOGIES, INC.**, a Delaware corporation ("Assignor"), and **NEXTCELL, INC.**, a Delaware corporation ("Assignee").

**WITNESSETH:**

**WHEREAS**, Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated September 10, 1999 (the "Purchase Agreement");

**WHEREAS**, pursuant to the Purchase Agreement, Assignor desires to convey to Assignee all of Assignor's right, title and interest to the intangible assets used in connection with the Business as defined in the Purchase Agreement and defined and described below; and

**WHEREAS**, Assignor and Assignee desire to execute a document suitable for recordation of the assignment of the intangible assets to Assignee pursuant to the Purchase Agreement.

**NOW, THEREFORE**, for and in consideration of these premises, the mutual covenants and undertakings herein contained and for other good and valuable consideration, the full receipt and sufficiency of which are hereby expressly acknowledged and confessed, the parties hereto agree as follows:

1. **Conveyance of intangible assets to Assignee.** Assignor does hereby sell, convey, transfer, assign and deliver unto Assignee and its successors and assigns in perpetuity, all of the rights, titles, privileges and interests of Assignor (existing as of the Effective Date) in, to and under the name "NextCell" and any derivatives of such name which have been used by Assignor and to the extent transferable, and existing as of the Effective Date, all trade names (whether or not registered or registrable), service marks, trademark and service marks registrations and applications, labels, logos, registered and common law copyrights, registered copyright applications, designs, trade secrets, technology, know-how, patents, data, licenses, franchises, distributorships, covenants by others not to compete, proprietary information, ideas (patented or unpatented), customer lists, processes, formulas, inventions, computer software, computer programs, rights to telephone, facsimile, cellular telephone, pager, ISDN, email addresses, Internet domain names, web sites, and computer passwords, UPC codes and related rights, rights to Purchaser's organizational or corporate documents or materials, other intellectual property used by Seller in the Business, and any registrations or applications for registrations of the foregoing used in the conduct of the Business, and any right to recovery for infringement thereof (including past infringement) and any and all goodwill associated therewith or connected with the use thereof and symbolized thereby (together, the "Intangible Assets"). Seller's Intangible Assets include the Intangible Assets listed on Schedule 2.1(i) to the Purchase Agreement, which schedule is incorporated by reference herein and made a part hereof for all purposes.

2. **Further Assurances.** Assignor hereby covenants and agrees with Assignee, its successors and assigns that it will from time to time and at all times hereafter, upon every reasonable request of Assignee, its successors or assigns, make, do and execute or cause and procure to be made, done and executed all such further acts, deeds or assurances as may be reasonably required by Assignee, its successors or assigns, in order to fully and completely vest in Assignee, its successors or assigns, the intangible assets hereby sold, conveyed, transferred or assigned in accordance with the terms hereof or for the purpose of registration or otherwise.

3. **Power of Attorney.** For purposes of this Agreement, Assignor hereby constitutes and appoints Assignee its true and lawful attorney-in-fact, with full power of substitution and resubstitution, in the name of Assignor or Assignee but on behalf and for the benefit of Assignee, to demand, collect and receive for the account of Assignee all of the intangible assets hereby sold, conveyed, transferred or assigned to Assignee or intended so to be; to institute or prosecute, in the name of Assignor or otherwise, all proceedings that Assignee may deem necessary or convenient in order to realize upon, affirm or obtain title to or possession of or to collect, assert or enforce any property, claim, right or title of any kind in or to the intangible assets hereby sold, conveyed, transferred or assigned to Assignee or intended so to be; and to do all such acts and things in relation thereto as Assignee shall deem reasonably desirable. Assignor agrees that the foregoing powers are coupled with an interest and are and shall be irrevocable by Assignor, assuming such power of attorney is reasonably exercised.

4. **Assignor as Trustee.** Assignor hereby declares that, as to any of the intangible assets of the Assignor intended to be sold, conveyed, transferred or assigned to Assignee, its successors and assigns hereby and the title to which may not have passed to Assignee, its successors and assigns by virtue of this Agreement or any transfers or conveyances that may from time to time be executed and delivered in pursuance of the foregoing covenants, Assignor holds the same in trust for Assignee, its successors and assigns to sell, convey, transfer and assign the same as Assignee may from time to time direct.

5. **Disclaimer of Warranties.**

(a) **THE INTANGIBLE ASSETS PROVIDED UNDER THIS AGREEMENT ARE PROVIDED STRICTLY "AS IS," AND ASSIGNOR MAKES NO WARRANTIES OF ANY KIND, INCLUDING EXPRESS, IMPLIED, OR OTHERWISE ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, OR STATUTORY, AS TO THE INTANGIBLE ASSETS IN ANY MANNER WHATSOEVER. IN PARTICULAR, ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT ARE EXPRESSLY EXCLUDED.**

(b) **Limitation of Liability. ASSIGNOR WILL NOT BE LIABLE TO ASSIGNEE OR ANY OTHER PARTY FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS OR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND INFRINGEMENT),**

**STRICT PRODUCT LIABILITY OR OTHERWISE, EVEN IF ASSIGNOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

6. **Amendment.** This Agreement may be amended, modified or supplemented only by an instrument in writing executed by the party against which enforcement of the amendment, modification or supplement is sought.

7. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

8. **Governing Law; Venue.** The validity, interpretation and performance of this Agreement and any dispute connected herewith shall be governed by and construed in accordance with the substantive laws of the state of Texas, excluding any conflicts of law rule or principle which might refer same to another jurisdiction. Venue for any action shall lie solely in Collin County, Texas.

9. **Defined Terms.** All capitalized terms used herein and not defined shall have the meanings assigned to them in the Purchase Agreement.

10. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

11. **Descriptive Headings.** The descriptive headings of the several paragraphs, subparagraphs and clauses of this Agreement were inserted for convenience only and shall not be deemed to affect the meaning or construction of any of the provisions hereof.

IN WITNESS WHEREOF, each of the parties has executed this Agreement as of the date first above written.

**ASSIGNOR:**

**INET TECHNOLOGIES, INC.**

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

*William H. Mina*

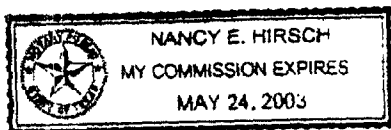
William H. Mina

Senior Vice President—Finance and Administration

STATE OF TEXAS )  
 )  
COUNTY OF DALLAS )

**BEFORE ME**, the undersigned authority, on this day personally appeared William H. Mina, Senior Vice President—Finance and Administration of INET TECHNOLOGIES, INC., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed and with full authority of said corporation.

**GIVEN UNDER MY HAND AND SEAL OF OFFICE** on this the 10<sup>th</sup> day of September, 1999.



Nancy E. Hirsch  
Notary in and for the State of Texas

My Commission Expires:  
MAY 24, 2003

ASSIGNEE:

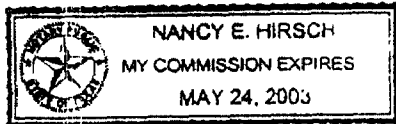
NEXTCELL, INC.

By: Mark A. Weinzierl  
Mark A. Weinzierl  
President

STATE OF TEXAS )  
                                  )  
COUNTY OF DALLAS )

**BEFORE ME**, the undersigned authority, on this day personally appeared Mark A. Weinzierl, President, of NEXTCELL, INC., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed and with full authority of said corporation.

**GIVEN UNDER MY HAND AND SEAL OF OFFICE** on this the 10<sup>th</sup> day of September, 1999.



Nancy E. Hirsch  
Notary in and for the State of Texas

My Commission Expires:  
MAY 24, 2003

Schedule 2.1 (i)  
Inet Wireless Data Intangible Assets  
As of 9/9/99

Spider Trademark  
Spider Software  
Spider II Software  
Spider Schematics and Design  
Spider II Schematics and Design  
Booster Software  
Booster Schematics and Design