

FORM PTO-1594  
(Rev. 9-93)

# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

OMB No. 0651-0011 (exp. 4/94)

Atty Docket No. 32669.163192

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

1. Name of conveying party(ies):

**Home Wireless Networks, Inc.**

- Individuals(s)
- General Partnership
- Corporation-State - Georgia
- Other
- Association
- Limited Partnership

Additional names(s) of conveying party(ies) attached  Yes  No

3. Nature of conveyance:

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

Execution Date: June 11, 2001

2. Name and address of receiving party(ies)

Name: **Lake Communications Limited**

Internal Address: **Beech House**

Street Address: **Greenhills Road, Tallaght**

City: **Dublin** State: **Ireland** Zip: **24**

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Ireland
- Other

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

Additional names(s) & address(es) attached?  Yes  No

4. Application numbers(s) or patent numbers(s):

A. Trademark Application No.(s)  
75/908340; 76/672755; 76/080409; 76/080410

B. Trademark Registration No.(s)  
2,340,195; 2,346,312; 2,425,708; 2,437,369; 2,462,065

Additional numbers attached?  Yes  No

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

Name: Joan L. Dillon

Internal Address: Kilpatrick Stockton LLP

Suite 2800

Street Address: 1100 Peachtree Street

City: Atlanta State: GA Zip: 30309

6. Total number of applications and registrations involved: 9

7. Total fee (37 CFR 3.41).....\$ 240.00

Enclosed

Authorized to be charged to deposit account

The Commissioner is authorized to charge any deficiency in the required fee or credit any over payment to Deposit Account No. 11-0860.

8. Deposit account number:

11-0860

**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.

Joan L. Dillon

Name of Person Signing

[Signature]  
Signature

June 26, 2002  
Date

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

**TRADEMARK**

**REEL: 002495 FRAME: 0283**

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LAKE COMMS.

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## IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Assistant Commissioner of Trademarks  
2900 Crystal Drive  
Arlington, Virginia 22202

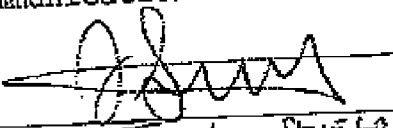
DESIGNATION OF DOMESTIC REPRESENTATIVE

The law firm of Kilpatrick Stockton LLP, whose postal address is 1100 Peachtree Street, Atlanta, Georgia 30309-4530, is hereby designated as applicant's/registrant's U.S. representative upon which notice or process in proceedings affecting the marks may be served.

Lake Communications Limited

By:

Name:

  
JOHN SHIELDS

Title:

C.T.O.

Date:

24th June, 2002

## TRADEMARKS

### · ASSIGNMENT AGREEMENT

This Assignment Agreement ("Agreement") is entered into as of this 11 day of June, 2001, by and between Lake Communications Limited, a company incorporated in Ireland with registered number 59890 and its registered office at Beech House, Greenhills Road, Tallaght, Dublin 24, Ireland ("Assignee"), on the one hand, and Home Wireless Networks, Inc., a Georgia corporation with its principal offices located at 3180 Reys Miller Road, Suite 200, Norcross, Georgia 30071 U.S.A. ("HWN"), and HWN International, Inc., a wholly-owned Georgia subsidiary corporation of HWN and doing business in England with its principal offices located at Westbrook Centre, Milton Road, Cambridge, England ("HWNI"; together with HWN, collectively "Assignors"), pursuant to that certain Asset Purchase Agreement, dated as of May 31, 2001, by and among, Assignee and Assignors ("APA"). Defined terms used herein and not defined herein shall have the meanings ascribed to them in the APA.

### RECITALS

A. Pursuant to the provisions of the APA, Assignors agreed, among other things, to assign to Assignee all of Assignors' trademarks, service marks, and trade names.

B. The parties hereto desire to effectuate the assignment of such trademarks, service marks, and trade names.

NOW THEREFORE, in consideration of the covenants, representations and warranties contained in the APA and the premises set forth above, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

### AGREEMENT

#### 1. Assignment.

Effective as of the date hereof, and subject to all representations, warranties, covenants, conditions, and all other agreements contained in the APA, Assignors hereby assign, transfer, and convey to Assignee, all of Assignors' right, title and interest throughout the world in and to any trademarks, service marks and tradenames, including those set forth in Schedule A (collectively, the "Marks"), together with (a) all national, foreign and state registrations, applications for registration and renewals and extensions thereof; (b) all common law rights related thereto; (c) all goodwill associated therewith; and (d) all benefits, privileges, causes of action and remedies relating to any of the foregoing, whether before or hereafter accrued (including, without limitation, the exclusive rights to apply for and maintain all such registrations, renewals and/or extensions; to sue for all past, present or future infringements or other violations of any rights in the Marks; and to settle and retain proceeds from any such actions) (collectively, the "Rights"). Assignor retains no rights to use the Marks and agrees not to challenge the validity of Assignee's ownership in the Marks.

2. Further Assurances. Assignors agree to take all such further action and execute such further documents as may be, in Assignee's discretion, reasonably necessary or desirable (i) to fully assign, transfer, and convey Assignee's interest in the Marks, and/or (ii) to establish, evidence and, at Assignee's expense (except in instances of any breach of the APA by any Assignor), maintain, defend and enforce Assignee's Rights in the Marks.

3. Governing Law. This Agreement shall be construed in accordance with and be governed by the laws of the State of New York, without reference to conflicts of law principles (except Section 5-1401 of the General Obligations Law of the State of New York).

4. Scope of this Agreement. To the extent of any conflict or inconsistency between the terms and conditions of this Agreement and the APA, the APA shall prevail and govern the rights and obligations of the parties hereto.

5. Notices. All notices, requests, demands, claims, and other communications hereunder shall be in writing and shall be deemed given if delivered by certified or registered mail (first class postage prepaid), guaranteed overnight delivery or facsimile transmission if such transmission is confirmed by delivery by certified or registered mail (first class postage prepaid) or guaranteed overnight delivery, to the following addresses and facsimile numbers (or to such other addresses or facsimile numbers which any party shall designate in writing to the other parties):

**if to Assignee to:**

Lake Communications Limited  
 Beech House  
 Greenhills Road  
 Tallaght, Dublin 24  
 Ireland  
 Attn: Mr. Caoimhin O'Laoi

**if to Assignors to:**

Home Wireless Networks, Inc.  
 3180 Repps Miller Road  
 Suite 200  
 Norcross, Georgia 30071  
 Attn: President

HWN International, Inc.  
 Westbrook Centre  
 Milton Road  
 Cambridge, England

6. Amendment: Waiver. This Agreement may not be modified, amended, supplemented, canceled, or discharged, except by written instrument executed by all parties. No failure to exercise, and no delay in exercising, any right, power or privilege under this

Agreement shall operate as a waiver, nor shall any single or partial exercise of any right, power or privilege hereunder preclude the exercise of any other right, power or privilege. No waiver of any breach of any provision shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision, nor shall any waiver be implied from any course of dealing between the parties. No extension of time for performance of any obligations or other acts hereunder or under any other agreement shall be deemed to be an extension of the time for performance of any other obligations or any other acts.

7. Binding Effect; Assignment. The rights and obligations of this Agreement shall bind and inure to the benefit of the parties and their respective successors and assigns. Nothing expressed or implied herein shall be construed to give any other person any legal or equitable rights hereunder.

8. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument.

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SIGNATURE PAGE  
OF THE  
ASSIGNMENT AGREEMENT

IN WITNESS WHEREOF, the parties have caused this Assignment Agreement to be  
executed by their respective officers as of the date first written above.

ASSIGNORS:

HOME WIRELESS NETWORKS, INC.

By: *Marion A. Watson*  
Name: MARION A. WATSON  
Title: President

HWN INTERNATIONAL, INC.

By: *George Cairnes*  
Name: GEORGE CAIRNES  
Title: V.P. OPS AND PRES HWNI

ASSIGNEE:

LAKE COMMUNICATIONS LIMITED

By: *Caomhin O Laoi*  
Name: CAOIMHIN O LAOI  
Title: CFO

## SCHEDULE A

## Marks

Trademark	Status	Jurisdiction	App. No.	Nature	Owner
AIRWAY	Suspended	US	75/871163	Goods/Class 9	HWN
	Pending	Australia	863991	Goods/Class 9	HWN
	Pending	Brazil	823642542	Goods/Class 9	HWN
	Pending	Canada	1097192	Goods - no Class	HWN
	Pending	EU	2055924	Goods/Class 9	HWN
	Pending	Korea	3980	Goods/Class 9	HWN
	Pending	Mexico	472655	Goods/Class 9	HWN
	Pending	New Zealand	631537	Goods/Class 9	HWN
	Pending	Singapore	T0170115TD	Goods/Class 9	HWN
	Pending	Taiwan	89007893	Goods/Class 9	HWN
	Published	Thailand	414751	Goods/Class 9	HWN
AIRPAD	Pending	US	75/908340	Goods /Class 9	HWN
E-GATE	Suspended	US	75/672755	Goods/Class 9	HWN
GIVING BROADBAND THE POWER OF WIRELESS	Pending	US	76/080409	Goods/Class 9	HWN
HOME WIRELESS NETWORKS	Abandoned	US	75/303297	Goods/Class 9	HWN
HOME WIRELESS NETWORKS (and design)	Abandoned	US	75/591602	Goods/Class 9	HWN
HWN	Registered	US	75/554165	Goods/Class 9	HWN
HWN (and design)	Registered	US	75/303344	Goods/Class 9	HWN
LIACK	Registered	US	75/649431	Goods/Class 9	HWN
PIONEERING DIGITAL WIRELESS SOLUTIONS	Registered	US	75/428387	Goods/Class 9	HWN
SIDELINK	Abandoned	US	75/428389	Goods/Class 9	HWN
SWOOP DESIGN	Allowed	US	75/428388	Goods/Class 9	HWN
THE INTERNET EVERYWHERE TECHNOLOGY	Pending	US	76/080410	Goods/Class 9	HWN
THE UNTETHERED NETWORK BY HWN	Abandoned	US	75/428390	Goods/Class 9	HWN