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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):  
Adaptive Broadband Corporation

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

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)  
Name: Microwave Data System, Inc.  
Internal Address:  
Address:  
Street Address: 175 Science Parkway  
City: Rochester State: NY Zip: 14620

Individual(s) citizenship  
 Association  
 General Partnership  
 Limited Partnership  
 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

3. Nature of conveyance:  
 Assignment       Merger  
 Security Agreement       Change of Name  
 Other Asset Purchase Agreement

Execution Date: 6/14/2000

4. Appl. number(s) or registration number(s):  
 A. Trademark Application No.(s)  
 B. Trademark Registration No.(s) 1977055

Additional number(s) attached  Yes  No

6. Total number of applications and registrations involved: 1

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Sheila A. Millar, Escr.  
 Internal Address:  
 Street Address: 1001 G Street, N.W.  
 Washington, D.C. 20001  
 City: State: Zip:

7. Total fee (37 CFR 3.41).....\$ 40.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.  
 Sheila A. Millar  
 Name of Person Signing

*Sheila A. Millar*  
 Signature

11/16/02  
 Date

Total number of pages including cover sheet, attachments, and document: 8

12/05/2002 LMUELLER 00000099 1977055 01 FC:8521 40.00 OP

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

TRADEMARK REEL: 002628 FRAME: 0733

**ASSET PURCHASE AGREEMENT**

among

**MOSELEY ASSOCIATES INCORPORATED,**  
a California corporation,

**MICROWAVE DATA SYSTEMS INC.,**  
a Delaware corporation,

and

**ADAPTIVE BROADBAND CORPORATION,**  
a Delaware corporation.

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement") is entered into as of June 14, 2000 by and among MOSELEY ASSOCIATES INCORPORATED, a California corporation ("Moseley"), MICROWAVE DATA SYSTEMS INC., a Delaware corporation and a wholly owned subsidiary of Moseley ("Buyer"), and ADAPTIVE BROADBAND CORPORATION, a Delaware corporation ("Seller").

### RECITALS

A. Seller, through an unincorporated division (the "Division") called the MDS Data Network Product Group, is in the business of the design, manufacture, and sale of low speed microwave data transmitters (the "Business").

B. Moseley wishes Buyer to purchase and acquire from Seller, and Seller wishes to sell, assign and transfer to Buyer, substantially all the assets of the Business, and Buyer has agreed to assume certain Liabilities of the Business as hereinafter set forth, all for the purchase price, and upon the terms and subject to the conditions, herein set forth.

C. Capitalized terms used herein without separate definitions have the meanings given to such terms in Section 13.1.

NOW, THEREFORE, in consideration of the premises and of the representations, warranties and covenants hereinafter set forth, the parties hereby agree as follows:

### ARTICLE 1

#### SALE AND PURCHASE OF THE ASSETS

1.1 Assets. Upon the terms and subject to the conditions set forth in this Agreement, at the Closing, Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase and acquire from Seller, at the Closing, free and clear of all Liens, other than Permitted Liens, all right, title and interest of Seller in and to the properties, assets, contracts and rights of every nature, kind and description, tangible and intangible (including goodwill), whether real, personal or mixed, whether accrued, contingent or otherwise and whether now existing or hereinafter acquired (other than the Excluded Assets) that are reflected on the Closing Balance Sheet or are located at the Real Property or any property subject to a Real Property Lease or that primarily relate to the Business, in each case as the same shall exist on the Closing Date (collectively, the "Assets"), including the following:

(a) the real property described in Schedule 1.1(a), and all of the rights arising out of the ownership thereof or appurtenant thereto (the "Real Property"), together with all buildings, structures, facilities, fixtures and other improvements thereto (the "Improvements");

(b) (i) the leases and subleases of real property described in Schedule 1.1(b)(i) as to which Seller is the lessor or sublessor and (ii) the leases and subleases of real property described in Schedule 1.1(b)(ii) as to which Seller is the lessee or sublessee, together with any options to purchase the underlying property and leasehold improvements thereon, and in each case all other rights, subleases, licenses, permits, deposits and profits appurtenant to or related to such leases and subleases (the leases and subleases described in subclauses (i) and (ii), together with such options, rights, subleases, licenses, permits, deposits and profits, the "Real Property Leases");

(c) all inventories of raw materials, work-in-process, finished goods, products under research and development, demonstration equipment, office and other supplies, parts, packaging materials and other accessories related thereto which are held at, or are in transit from or to, the locations at which the Business is conducted, or located at customers' premises on consignment, in each case, which are used or held for use by Seller in the conduct of the Business, including any of the foregoing purchased subject to any conditional sales or title retention agreement in favor of any other Person, together with all rights of Seller against suppliers of such inventories (the "Inventory");

(d) all trade accounts receivable and all notes, bonds and other evidences of Indebtedness of and rights to receive payments arising out of sales occurring in the conduct of the Business and the security arrangements and collateral securing the repayment or other satisfaction thereof (the "Security Agreements"), excluding accounts receivable, notes, bonds and other Indebtedness of or from Seller or Affiliates of Seller and the Security Agreements related thereto (the "Accounts Receivable");

(e) all furniture, fixtures, equipment, machinery and other tangible personal property (other than Inventory and Vehicles) used or held for use in the conduct of the Business at the locations at which the Business is conducted or at customers' premises on consignment, or otherwise used or held for use by Seller in the conduct of the Business (including the items listed in Schedule 1.1(e), including any of the foregoing purchased subject to any conditional sales or title retention agreement in favor of any other Person, and all items owned by Seller and held at any Real Property, Improvements or property subject to a Real Property Lease) and all rights to indemnification at law or under contracts of sale or otherwise with respect thereto (the "Tangible Personal Property");

(f) (i) the leases or subleases of Tangible Personal Property described in Schedule 1.1(f)(i) as to which Seller is the lessor or sublessor and (ii) the leases of Tangible Personal Property described in Schedule 1.1(f)(ii) as to which Seller is the lessee or sublessee, together with any options to purchase the underlying property and all rights to indemnification at law or under contracts of sale or otherwise with respect thereto (the leases and subleases described in subclauses (i) and (ii), together with such options and rights, the "Personal Property Leases");

(g) all Contracts (other than the Real Property Leases, the Personal Property Leases and the Accounts Receivable) to which Seller is a party and which are utilized in the conduct of the Business (the "Business Contracts"), including the Contracts listed in Schedule

3.17. Contracts relating to suppliers, customers, service providers, sales representatives, distributors, purchase orders, marketing arrangements and manufacturing arrangements and including the License and Distribution Agreement dated as of February 19, 1999, as amended from time to time, with Kb/TEL Telecomunicaciones S.A. de D.V. and Seller (the "Kb/TEL Agreement");

(h) all prepaid expenses relating to the Business, including the items listed in Schedule 1.1(h) (the "Prepaid Expenses");

(i) all Intellectual Property used or held for use in connection with the development, manufacture and sale of products of the Division and the Business and all other Intellectual Property used or held for use primarily in the conduct of the Business as conducted and all rights, privileges, claims, causes of action and options relating or pertaining to such Intellectual Property, including the items listed in Schedule 1.1(i) (the "Intangible Personal Property");

(j) all Licenses (including applications therefor) utilized in connection with the development, manufacture and sale of the products of the Division and the Business and the use, operation and conduct of the Business at Real Property and the Leased Real Property and all other Licenses primarily utilized in the conduct of the Business, including the Licenses listed in Schedule 1.1(j) (the "Business Licenses");

(k) all motor vehicles owned or leased by Seller and used or held for use in the conduct of the Business, including the vehicles listed in Schedule 1.1(k) (the "Vehicles");

(l) all security deposits deposited by or on behalf of Seller as lessee or sublessee under the Real Property Leases (the "Tenant Security Deposits");

(m) all rights under insurance policies maintained by Seller and all rights of action, lawsuit, claims and demands, rights of recovery and set-off, and proceeds, under or with respect to such insurance policies, to the extent the coverage thereof remains available after the Closing for claims relating to the Assets or Assumed Liabilities.

(n) all Books and Records used or held for use primarily in the conduct of the Business or otherwise relating to the Assets, other than the minute books (copies of the portions thereof that relate to the Business or the Assets shall be furnished to Moseley and Buyer upon request), stock transfer books and corporate seal of Seller (the "Business Books and Records"); and

(o) all other Assets and Properties of Seller primarily used or held for use in connection with the conduct of the Business, including all other Assets and Properties set forth in the Closing Balance Sheet, except as otherwise provided in Section 1.2 (the "Other Assets").

1.2 **Excluded Assets.** Notwithstanding anything contained in Section 1.1 to the contrary, the Assets do not include any of the items set forth in the following Sections 1.2(a) through 1.2(i) (herein referred to as the "Excluded Assets");

(a) the name and mark "Adaptive Broadband" and any name or mark derived from or including the foregoing, including, all Logos, corporate symbols or logos incorporating, or internet sites or addresses incorporating the name, "Adaptive Broadband," and the name and mark "California Microwave" and any name or mark derived from or including the foregoing, including, all Logos, corporate symbols or logos incorporating "California Microwave" (the "Excluded Intellectual Property");

(b) all cash and cash equivalents and similar type investments, such as certificates of deposit, treasury bills and other marketable securities;

(c) all Books and Records relating to or used in connection with both the conduct of the Business and the other businesses of Seller (other than the Business Books and Records);

(d) the Oracle computer system and the Imperative Human Resources System used by Seller in connection with both the conduct of the Business and the other businesses of Seller (the "Oracle Computer System");

(e) all insurance policies maintained by Seller and all rights of action, lawsuits, claims and demands, rights of recovery and set-off, and proceeds, under or with respect to such insurance policies, except to the extent the coverage thereof remains available after the Closing for claims relating to the Assets or Assumed Liabilities;

(f) all corporate-level intercompany accounts receivable from Seller;

(g) all rights to causes of action, lawsuits, claims and demands of any nature available to or being pursued by Seller with respect to the Excluded Assets or Excluded Liabilities;

(h) all rights, title and interest of Seller in and to prepaid Taxes of the Business and any claims for any refund, credit, rebate or abatement with respect to Taxes of the Business for any period or portion thereof through the Closing Date, and any interest payable with respect thereto, except to the extent such amounts are reflected on the Closing Balance Sheet; and

(i) all right, title and interest of Seller in and to the properties, assets, contracts and rights of every nature, kind and description, tangible and intangible (including goodwill), whether real, personal or mixed, whether accrued, contingent or otherwise and whether now existing or hereinafter acquired, other than the Assets.

**1.3 Assumed Liabilities.** In connection with the sale, transfer, conveyance, assignment and delivery of the Assets pursuant to this Agreement, on the terms and subject to the conditions set forth in this Agreement, at the Closing, Buyer will assume and agree to pay, perform and discharge when due the obligations of Seller arising in connection with the operation of the Business set forth in the following Sections 1.3(a) through 1.3(l), as the same shall exist on the Closing Date (the "Assumed Liabilities"), and no others:

## Schedule 1.1(i)

Patents:

U.S. Patent: No. 5,014,343  
Technique for Eliminating Squelch Tails  
Inventor: R.A. Place  
Assignee: Microwave Data Systems, Inc.

This patent consists of 11 claims with respect to a system and method to eliminate the squelch-tail in radio receivers used for data communications. This invention enables MDS to provide a unique analogue product that eliminates noise at the conclusion end of a radio transmission.

Patent Pending:

U.S. Patent Pending - Serial No.: 09/317,549  
Method for Correcting Errors in Transfer of Information  
Inventor: H.G. Ebersman  
Assignee: Adaptive Broadband Corporation

This pending patent consists of 23 claims with respect to the correction of errors in high traffic or high loss communications systems.

Registered Trademarks:

U.S. Trademark Registration No. 1,824,923  
Mark: "Microwave Data Systems" and design  
Registration Date: May 8, 1994  
Owner: Adaptive Broadband Corporation

U.S. Trademark Registration No. 1,973,931  
Mark: "Rapid"  
Registration Date: May, 1996  
Owner: Adaptive Broadband Corporation

U.S. Trademark Registration No. 1,977,055  
Mark: "Transit"  
Registration Date: May 28, 1996  
Owner: Adaptive Broadband Corporation

Copyrights:

None registered.

IN WITNESS WHEREOF, the parties hereto have duly caused this Agreement to be executed as of the date first above written.

BUYER

  
MICROWAVE DATA SYSTEMS INC.  
a Delaware corporation

By: JAMAL HANDANI  
Its: PRESIDENT & CEO

MOSELEY

  
MOSELEY ASSOCIATES INCORPORATED  
a California corporation

By: JAMAL HANDANI  
Its: PRESIDENT & CEO

SELLER

ADAPTIVE BROADBAND CORPORATION  
a Delaware corporation

By:   
Its: Kenneth C. Taylor, Secretary