

1-15-99

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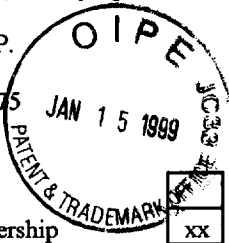
MERCE
k Office

100949523

To the Honorable Commissioner of Patents and Trademarks. Please record the attached

1. Name of Party(ies) conveying an interest:

DSC Telecom L.P.
1000 Coit Road
Plano, Texas 75075



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

2. Name and Address of Party(ies) receiving an interest:

AirSpan Communications Corporation
5 New Square
Feltham Middlesex TW14 8HA
GREAT BRITAIN

D
A

- Individual
- General Partnership
- Corporation - Delaware
- Other
- Citizenship
- Association
- Limited Partnership

3. Interest Conveyed:

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

If not domiciled in the United States, a domestic representative designation is attached:

- Yes
- No

Execution Date: January 30, 1998 (The attached document must not be an assignment)

4. Application number(s) or registration number(s). Additional sheet attached?

Yes No

A. Trademark Application No.(s)

75/057,220
75/396,675

B. Trademark Registration No.(s)

2,063,647

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

Name: Anna Conyers Kuhn, Esq.
Internal Address: Baker & Botts, L.L.P.
Street Address: 2001 Ross Avenue

City: Dallas
State: Texas Zip: 75201

6. Number of applications and registrations involved: 3

7. Amount of fee enclosed or authorized to be charged: \$90.00

8. Deposit account number (Attach duplicate copy of this form if paying by deposit account):
N/A

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.

Anna Conyers Kuhn
Name of Person Signing

1-15-99
Date

Total number of pages including cover sheet 16

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

Do not detach this portion

Mail documents to be recorded with required cover sheet information:

01/26/1999 BMDUTEM 00000054 2063647

Commissioner of Patent and Trademarks
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Washington, D.C. 20231

01 FC:481
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INTELLECTUAL PROPERTY AGREEMENT



This Intellectual Property Agreement ("Agreement") is made and entered into by and between DSC Telecom L.P. ("SELLER"), a Texas limited partnership, and AirSpan Communications Corporation ("AIRSPAN"), a Delaware corporation.

RECITALS

WHEREAS, AIRSPAN desires to continue the operation of a BUSINESS (as hereinafter defined) previously operated by PARENT;

WHEREAS, AIRSPAN desires to acquire certain intellectual property assets associated with the BUSINESS, specifically, TRANSFERRED IP (as hereinafter defined) owned by SELLER;

WHEREAS, AIRSPAN desires to acquire a license under certain intellectual property assets retained by SELLER and not transferred to AIRSPAN, specifically, SELLER RETAINED PATENTS (as hereinafter defined); and

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, the parties agree as follows:

Section 1. Definitions.

1.1 "AS 60 PRODUCTS" shall mean those fixed wireless local loop products existing as of the EFFECTIVE DATE (as hereinafter defined), known as the Airspan 60 and Vision ST products and as described in Schedule 1.1.

1.2 "BUSINESS" means that business engaged in by SELLER before the EFFECTIVE DATE (as hereinafter defined) in the United Kingdom concerning the design and sale of the AS 60 PRODUCTS.

1.3 "SELLER RETAINED PATENTS" shall mean those patents and patent applications identified in Schedule 1.3 of this Agreement, and any continuations-in-part, divisionals, reissues, reexaminations, foreign or international counterparts or equivalents of those patents or patent applications, without regard to other intellectual property assets owned or controlled by SELLER.

1.4 "EFFECTIVE DATE" of this Agreement shall mean January 30, 1998.

1.5 "FWLL-A PRODUCT" shall mean either of the following fixed wireless local loop access products:

(a) subscriber terminals for receiving and/or transmitting RF signals from/to at least one fixed location (known as a central terminal and as described in clause (b) below), at least seventy five per cent (75%) of which include an assembly or assemblies in a fixed location to provide any customer service; or

(b) a central terminal that is a radio base station containing one or more RF modems and that may include multiplexing and concentration functionality, which transmits and/or receives RF signals to/from multiple fixed subscriber terminals (as described in clause (a) above), and which is connected by any means to a switched or non-switched network, such as a Public Switched Telephone Network or ATM based data network.

1.6 "FWLL-B PRODUCT" shall mean one or more of the following products:

(a) subscriber terminals (or parts thereof) for receiving and/or transmitting RF signals from at least one fixed location (known as a central terminal and as described in clause (b) below), including an assembly or assemblies in a fixed location to provide any customer service;

(b) a central terminal (or parts thereof) that transmits and/or receives RF signals to/from the subscriber terminals (as described in clause (a) above), which is connected by any means to a switched or non-switched network, such as a Public Switched Telephone Network or ATM based data network or connected to any other local loop equipment, and which has no substantial use other than with the subscriber terminals (as described in clause (a) above); or

(c) equipment associated with the central terminal (as described in clause (b) above) that has no substantial use other than with the central terminal (as described in clause (b) above).

1.7 "OTHER SELLER PATENTS" shall mean those patents, patent applications and invention disclosures owned or controlled by SELLER or a SUBSIDIARY (as hereinafter defined) of SELLER as of the EFFECTIVE DATE other than the SELLER RETAINED PATENTS and TRANSFERRED PATENTS.

1.8 "PARENT" shall mean DSC Communications Corporation, a corporation organized under the laws of Delaware.

1.9 "PERSON" means an individual, a partnership, a corporation, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, or a governmental entity (or any department, agency, or political subdivision thereof).

1.10 "SUBSIDIARY" of any PERSON means any corporation, limited liability company, partnership, joint venture or other legal entity of which such PERSON (either alone or through or together with any other SUBSIDIARY) owns, directly or indirectly, more than 50% of the stock or other equity interests the holders of which are generally entitled to vote for the election of the board of directors or other governing body of such corporation or other legal entity, but such corporation, limited liability company, partnership, joint venture or other legal entity shall be

deemed to be a SUBSIDIARY only so long as such ownership or control exists.

1.11 "TRANSFERRED IP" shall mean the following intellectual property assets:

- (a) those business names, designs, trade names, trademarks or service marks, and any applications and registrations relating thereto, identified in Schedule 1.11(a) of this Agreement;
- (b) those copyrights in technology embodied in the design of the AS 60 PRODUCTS, such as software, which are owned by SELLER or a SUBSIDIARY of SELLER;
- (c) those rights in mask works, embodied in the design of the AS 60 PRODUCTS, which are owned by SELLER or a SUBSIDIARY of SELLER;
- (d) those patents and patent applications identified in Schedule 1.11(d) of this Agreement, those invention disclosures identified in Schedule 1.11(d) of this Agreement and any patents or patent applications based on those invention disclosures, as well as any continuations-in-part, divisionals, reissues, reexaminations, foreign or international counterparts or equivalents of such patents or patent applications (collectively, TRANSFERRED PATENTS); and
- (e) those trade secrets, not commonly known or available to the public which derive economic value, actual or potential, from not being generally known to, or properly ascertainable by, others who can obtain economic value from their disclosure or use, including inventions, improvements, discoveries, research, technical information, data, plans, schematics, drawings, flowcharts, prints, specifications, software programs, source and executable codes, development and marketing plans, strategies, forecasts, customer information, customer lists and the like, whether patentable or not, which are embodied in the design of the AS 60 PRODUCTS, and which are owned or controlled by SELLER or a SUBSIDIARY of SELLER; *provided, however,* that trade secrets relating to the manufacture of the AS 60 PRODUCTS shall not be considered TRANSFERRED IP except for those particular trade secrets concerning manufacturing aspects that are unique to the AS 60 PRODUCTS.

Section 2. Assignment of TRANSFERRED IP.

2.1 Assignment Grant. As of the EFFECTIVE DATE, SELLER hereby grants, conveys, assigns, transfers, sells and delivers SELLER's right, title and interest in and to the TRANSFERRED IP unto AIRSPAN; *provided, however,* that SELLER shall have the right to regain full ownership of one or more of the TRANSFERRED PATENTS as provided for in Section 3 of this Agreement.

2.2 Further Assurance. Upon request of AIRSPAN, SELLER agrees and covenants to

execute and deliver to AIRSPAN any additional instruments and documents and to take all other actions as may be reasonably necessary to more effectively grant, convey, and assign the TRANSFERRED IP as provided for in Paragraph 2.1 of this Agreement, and to facilitate the recognition of AIRSPAN's ownership thereof to all third parties and to applicable governmental agencies and authorities. Such separate instruments and documents: (a) shall evidence the conveyance and assignment of the applicable TRANSFERRED IP as provided for in Paragraph 2.1 of this Agreement and shall not constitute an additional conveyance or assignment of the applicable TRANSFERRED IP; (b) are not intended to modify, and shall not modify, any of the provisions of this Agreement; and (c) shall be deemed to contain all of the terms and conditions of this Agreement. All costs incurred or fees payable as a result of the preparation and filing of such instruments or documents shall be borne by AIRSPAN.

Section 3. SELLER's Right to Regain Ownership of TRANSFERRED PATENTS.

3.1 Notice and Effect of AIRSPAN's Decision. AIRSPAN shall have the sole right to direct the prosecution and maintenance of the TRANSFERRED PATENTS. AIRSPAN shall use reasonable efforts to inform SELLER in the event that AIRSPAN decides to (a) discontinue to prosecute any TRANSFERRED PATENT, or (b) allow any TRANSFERRED PATENT to go abandoned or expire, either during prosecution or after issuance, or (c) not preserve rights or file a national application in a country identified in any international or regional TRANSFERRED PATENT, by giving SELLER notice of such decision not less than thirty (30) days prior to the expiration, abandonment, or other loss of right of any such TRANSFERRED PATENT. By giving such notice, AIRSPAN will release all claim of ownership or other proprietary right in any such TRANSFERRED PATENT, and will assign all rights in any such TRANSFERRED PATENT to SELLER. After AIRSPAN's giving of such notice, SELLER shall then have sole discretion whether to continue prosecuting any such TRANSFERRED PATENT, to not allow any such TRANSFERRED PATENT to expire or go abandoned, or to preserve rights or file a national application in a country identified in an international or regional TRANSFERRED PATENT.

3.2 Status of TRANSFERRED PATENTS. To keep SELLER informed of the status of the TRANSFERRED PATENTS, AIRSPAN shall cause SELLER to receive a copy of a monthly report identifying the status and outstanding actions concerning each of the TRANSFERRED PATENTS.

3.3 Cooperation of AIRSPAN. AIRSPAN shall assist and cooperate fully and in a timely manner with the efforts of SELLER to obtain, file or record an instrument or document in connection with any TRANSFERRED PATENT, which SELLER has decided to continue to prosecute, to not allow to expire or go abandoned or to preserve rights or file a national application in a country pursuant to Paragraph 3.1, so as to avoid a discontinuance in the prosecution, expiration or abandonment of any such TRANSFERRED PATENT.

3.4 Further Assurance. Upon request of SELLER, AIRSPAN agrees and covenants to

execute and deliver to SELLER any additional instruments and documents and to take all other actions as may be reasonably necessary to more effectively grant, convey, and assign any TRANSFERRED PATENT pursuant to Paragraph 3.1 of this Agreement, and to facilitate the recognition of SELLER's ownership thereof to all third parties and to applicable governmental agencies and authorities. All costs incurred or fees payable as a result of the preparation and filing of such instruments or documents shall be borne by SELLER.

Section 4. Covenant Not to Sue on TRANSFERRED IP.

AIRSPAN and each of its SUBSIDIARIES hereby covenant to PARENT and each of its SUBSIDIARIES not to bring an action against PARENT and each of its SUBSIDIARIES for violation or infringement of the TRANSFERRED IP based on manufacture by or for, or sale by, PARENT or a SUBSIDIARY of PARENT, or a third party customer's use or resale, of any products or systems other than FWLL-B PRODUCTS. Excluded from this covenant are (a) products or systems that after sale by PARENT or a SUBSIDIARY of PARENT are modified in any way such that they would fall within the definition of FWLL-B PRODUCTS and (b) products and systems resulting from the integration or interconnection of any product or system sold by PARENT or a SUBSIDIARY of PARENT with any other product or system in such a way that they would fall within the definition of FWLL-B PRODUCTS. This covenant is personal to PARENT and each of its SUBSIDIARIES and cannot be transferred or assigned without AIRSPAN's prior written consent, except as provided for in Paragraph 10.1 or Paragraph 10.2.

Section 5. License of SELLER RETAINED PATENTS to AIRSPAN.

5.1 License Grant. SELLER grants and agrees to grant to AIRSPAN a royalty-free, world-wide, exclusive, irrevocable, sublicensable (as provided in Paragraph 5.2 of this Agreement), non-transferable (except as provided in Paragraph 10.3 of this Agreement), perpetual and fully paid-up license under the SELLER RETAINED PATENTS to make, have made for AIRSPAN's own sale, reproduce, make or develop derivative works based on, use, sell, offer to sell, have sold, market, promote, loan, import, export, distribute, or otherwise dispose of FWLL-B PRODUCTS anywhere in the world, free and clear of any claim by SELLER or any SUBSIDIARY of SELLER. Specifically excluded from the license grant of this Paragraph 5.1 is any license to make, have made, reproduce, make or develop derivative works based on, use, sell, offer to sell, have sold, market, promote, loan, import, export, distribute, transfer, or otherwise dispose of products other than FWLL-B PRODUCTS under any of the SELLER RETAINED PATENTS or any other intellectual property owned or controlled by SELLER.

5.2 Sublicenses by AIRSPAN. AIRSPAN shall have the right to grant sublicenses to any of their SUBSIDIARIES under the license grant of Paragraph 5.1. For products or systems falling within the definition of FWLL-B PRODUCTS, AIRSPAN shall have the exclusive right to grant, under the license grant of Paragraph 5.1 of this Agreement and without the consent of SELLER, sublicenses to third parties under any of the SELLER RETAINED PATENTS; *provided, however,* that any sublicense granted by AIRSPAN shall not provide for the ability for a third party

sublicensee to have the right to further sublicense rights under the SELLER RETAINED PATENTS, except for SUBSIDIARIES of such third party licensees. All license fees or other consideration for sublicenses granted under this Paragraph 5.2 shall belong to AIRSPAN. For products falling outside the definition of FWLL-B PRODUCTS, AIRSPAN shall have no rights to sublicense any SELLER RETAINED PATENT. AIRSPAN will provide to SELLER a copy, redacted to the extent required for confidentiality purposes, of each such executed sublicense agreement within sixty (60) days after its execution.

5.3 AIRSPAN's Right to Commence and Maintain an Action. AIRSPAN shall have the sole right to commence and maintain any action for any infringement of any SELLER RETAINED PATENT by products or systems falling within the definition of FWLL-B PRODUCTS in its name and all recoveries from any such action shall belong to AIRSPAN. AIRSPAN shall give notice to SELLER prior to filing any such action. SELLER agrees to being joined as a party in any such infringement action as may be required by law or by the court or tribunal before which the action is brought. At the request of AIRSPAN, SELLER, agrees to assist AIRSPAN in any such enforcement of any of the SELLER RETAINED PATENTS. AIRSPAN shall reimburse SELLER for all reasonable costs and expenses associated with such assistance.

5.4 SELLER's Right to Commence and Maintain an Action. SELLER shall have the sole right to commence any action for any infringement of any SELLER RETAINED PATENT by products or systems falling outside the definition of FWLL-B PRODUCTS and all recoveries from any such action shall belong to SELLER. SELLER shall give notice to AIRSPAN prior to filing any such action. At the request of SELLER, AIRSPAN agrees to assist SELLER in such enforcement of any of the SELLER RETAINED PATENTS by, among other things, making available appropriate personnel of AIRSPAN to SELLER, including any inventor of any SELLER RETAINED PATENT being asserted. SELLER shall reimburse AIRSPAN for all reasonable costs and expenses associated with such assistance of AIRSPAN personnel. AIRSPAN further agrees not to inhibit or dissuade any former personnel of AIRSPAN or SELLER from assisting SELLER in any such enforcement.

5.5 Not Provided by License. Nothing contained in this Section 5 shall be construed as:

- (a) a warranty or representation by SELLER as to the validity, enforceability or scope (literally, pursuant to the Doctrine of Equivalents or otherwise) of any of the SELLER RETAINED PATENTS;
- (b) a warranty or representation that any making, having made, reproducing, making or developing derivative works based on, using, selling, offering to sell, having sold, marketing, promoting, loaning, importing, exporting, distributing, transferring, or otherwise disposing of the AS 60 PRODUCTS or related products, processes or technology will be free from infringement of patents or other intellectual property rights of third parties;

- (c) an agreement to bring or prosecute actions or suits against third parties for infringement of SELLER RETAINED PATENTS, or conferring any right on AIRSPAN to bring or prosecute actions or suits against third parties for infringement of SELLER RETAINED PATENTS, other than as provided under Section 5.3 and 5.4;
- (d) conferring any right to use in advertising, publicity, or otherwise, any trademark, trade name or names, or any contraction, abbreviation or simulation thereof, of SELLER;
- (e) an obligation on SELLER to furnish any technical information or assistance to AIRSPAN; or
- (f) directly or indirectly diminishing the rights granted, conveyed, transferred, sold and delivered unto AIRSPAN under Paragraph 2.1 of this Agreement.

**Section 6. AIRSPAN's Right to Obtain Ownership
 of SELLER RETAINED PATENTS.**

6.1 Notice and Effect of SELLER'S Decision. SELLER shall have the sole right to direct the prosecution and maintenance of the SELLER RETAINED PATENTS. SELLER shall use reasonable efforts to inform AIRSPAN in the event that SELLER decides to (a) discontinue to prosecute any SELLER RETAINED PATENT, or (b) allow any SELLER RETAINED PATENT to go abandoned or expire, either during prosecution or after issuance, or (c) not preserve rights or file a national application in a country identified in any international or regional SELLER RETAINED PATENT, by giving AIRSPAN notice of such decision not less than thirty (30) days prior to the expiration, abandonment, or other loss of right of any such SELLER RETAINED PATENT. By giving such notice, SELLER will release all claim of ownership or other proprietary right in any such SELLER RETAINED PATENT, and will assign all rights in any such SELLER RETAINED PATENT to AIRSPAN. After SELLER's giving of such notice, AIRSPAN shall then have sole discretion whether to continue prosecuting any such SELLER RETAINED PATENT, to not allow any such SELLER RETAINED PATENT to expire or go abandoned, or to preserve rights or file a national application in a country identified in an international or regional SELLER RETAINED PATENT.

6.2 Status of SELLER RETAINED PATENTS. To keep AIRSPAN informed of the status of the SELLER RETAINED PATENTS, SELLER shall cause AIRSPAN to receive a copy of a monthly report identifying the status and outstanding actions concerning each of the SELLER RETAINED PATENTS.

6.3 Cooperation of SELLER. SELLER shall assist and cooperate fully and in a timely manner with the efforts of AIRSPAN to obtain, file or record an instrument or document in

connection with any SELLER RETAINED PATENT, which AIRSPAN has decided to continue to prosecute, to not allow to expire or go abandoned or to preserve rights or file a national application in a country pursuant to Paragraph 6.1, so as to avoid a discontinuance in the prosecution, expiration or abandonment of any such SELLER RETAINED PATENT.

6.4 Further Assurance. Upon request of AIRSPAN, SELLER agrees and covenants to execute and deliver to AIRSPAN any additional instruments and documents and to take all other actions as may be reasonably necessary to more effectively grant, convey, and assign any SELLER RETAINED PATENT pursuant to Paragraph 6.1 of this Agreement, and to facilitate the recognition of AIRSPAN's ownership thereof to all third parties and to applicable governmental agencies and authorities. All costs incurred or fees payable as a result of the preparation and filing of such instruments or documents shall be borne by AIRSPAN.

Section 7. Covenant Not to Sue AIRSPAN on OTHER SELLER PATENTS.

SELLER and each of its SUBSIDIARIES hereby covenant to AIRSPAN and each of its SUBSIDIARIES not to bring an action against AIRSPAN and each of its SUBSIDIARIES for infringement of the OTHER SELLER PATENTS based on manufacture by or for, or sale by, AIRSPAN or a SUBSIDIARY of AIRSPAN, or a third party customer's use or resale, of FWLL-A PRODUCTS. Excluded from this covenant are (a) FWLL-A PRODUCTS that after sale by AIRSPAN or a SUBSIDIARY of AIRSPAN are modified in any way such that they cease to fall within the definition of FWLL-A PRODUCTS and (b) products and systems resulting from the integration or interconnection of any FWLL-A PRODUCT sold by AIRSPAN or a SUBSIDIARY of AIRSPAN with any other product or system in such a way that they cease to fall within the definition of FWLL-A PRODUCTS. This covenant is personal to AIRSPAN and each of its SUBSIDIARIES and cannot be transferred or assigned without SELLER's prior written consent, except as provided for in Paragraph 10.4 or Paragraph 10.5.

Section 8. Third Party Technology.

8.1 SELLER grants and agrees to grant to AIRSPAN, to the extent permitted under third party agreements, a sublicense under SELLER's rights to use any third party technology related to, or used by the BUSINESS in conjunction with, the AS 60 PRODUCTS. Schedule 8 identifies third party technology used by the BUSINESS in conjunction with the AS 60 PRODUCTS, which is not sublicensable by SELLER to AIRSPAN, in an effort to permit AIRSPAN, to negotiate a license with such third party or to replace such third party technology. SELLER will provide all such additional assistance reasonably required by AIRSPAN in obtaining the same or equivalent sublicense rights in respect of such third party technology; *provided, however,* that SELLER shall not be required to make any payments in providing such assistance.

Section 9. Covenants of SELLER.

9.1 SELLER's Power and Authority. SELLER hereby represents, warrants and

covenants to AIRSPAN that SELLER is a limited partnership organized, validly existing and in good standing under the laws of the State of Texas, and has all power and authority to carry on its business as now being conducted and has full power and authority to enter into this Agreement and to consummate the transactions contemplated by this Agreement.

9.2 TRANSFERRED PATENTS and SELLER RETAINED PATENTS. SELLER hereby represents, warrants and covenants to AIRSPAN that, without regard to those patent applications identified on Schedule 9.2, the TRANSFERRED PATENTS and SELLER RETAINED PATENTS include all patents and patent applications existing as of the EFFECTIVE DATE which: (a) concern the AS 60 PRODUCTS or improvements to those products and are owned by SELLER or a SUBSIDIARY of SELLER; or (b) name one or more individuals, employed or retained by the BUSINESS at the time when the inventions claimed by such patents or patent applications were conceived or reduced to practice by such individuals, as inventors to such patents or patent applications. If SELLER discovers any written invention disclosures, patents or patent applications that should have been but are not included in Schedule 1.11(d), SELLER shall promptly notify AIRSPAN and SELLER agrees that such invention disclosures, patents or patent applications shall automatically be subject to the provisions of Sections 2 and 3 of this Agreement.

Section 10. Assignment and Change in Control

10.1 Change of Control of PARENT. In the event of a change in control of PARENT to a third party, the covenant of Section 4 shall apply to such third party only with respect to the continued manufacture and sale of products that were made by or for and sold by PARENT or one of its SUBSIDIARIES before the occurrence of such change of control, to the extent provided for by Section 4. A "change in control" of PARENT to a third party, shall be deemed to have occurred at such time as any "person", as such term is used in Section 14(d) of the Securities Exchange Act of 1934 (the "Exchange Act"), other than PARENT or one of its SUBSIDIARIES, is or becomes the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of 50% or more of the combined voting power of PARENT's common stock.

10.2 Transfer by PARENT. In the event that PARENT or one of its SUBSIDIARIES transfers, sells or otherwise relinquishes control of a business unit, division or SUBSIDIARY of PARENT or one of its SUBSIDIARIES (other than the BUSINESS), the covenant of Section 4 shall apply to such third party with respect to the continued manufacture and sale of products or systems falling outside the definition of FWLL-B PRODUCTS that were made and sold by such business before the occurrence of such transfer, sale or relinquishment of control, but only to the extent provided for by Section 4.

10.3 No Assignment or Transfer by AIRSPAN to Third Parties. Neither AIRSPAN nor SELLER and/or PARENT, or any SUBSIDIARY thereof, shall assign or transfer any of its rights, privileges or obligations under Section 5 of this Agreement to a third party without the prior written consent of an authorized representative of SELLER; *provided, however*, that: (a) AIRSPAN may

effect an assignment or transfer of the Agreement and all rights granted therein through a reincorporation or non-bankruptcy reorganization which does not change the ownership, control, or operation of AIRSPAN; and (b) either AIRSPAN or SELLER and/or PARENT may effect an assignment of the rights and privileges, and an assumption of the obligations, under Section 5 of this Agreement to a third party in the event of a change of control or a sale of all or substantially all of the assets of AIRSPAN or SELLER and/or PARENT to such third party. A "change in control" of AIRSPAN to a third party, shall be deemed to have occurred at such time as any "person", as such term is used in Section 14(d) of the Securities Exchange Act of 1934 (the "Exchange Act"), other than AIRSPAN or one of its SUBSIDIARIES, is or becomes the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of 50% or more of the combined voting power of AIRSPAN's common stock. A "change in control" of SELLER and/or PARENT to a third party, shall be deemed to have occurred at such time as any "person", as such term is used in Section 14(d) of the Securities Exchange Act of 1934 (the "Exchange Act"), other than SELLER and/or PARENT or one of its SUBSIDIARIES, is or becomes the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of 50% or more of the combined voting power of the common stock of SELLER and/or PARENT.

10.4 Change of Control of AIRSPAN. In the event of a change in control of AIRSPAN to a third party, the covenant of Section 7 shall apply to such third party only with respect to the continued manufacture and sale of FWLL-A PRODUCTS that were made by or for and sold by AIRSPAN or one of its SUBSIDIARIES before the occurrence of such change of control, but only to the extent provided for by Section 7. A "change in control" of AIRSPAN to a third party, shall be deemed to have occurred at such time as any "person", as such term is used in Section 14(d) of the Securities Exchange Act of 1934 (the "Exchange Act"), other than AIRSPAN or one of its SUBSIDIARIES, is or becomes the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of 50% or more of the combined voting power of AIRSPAN's common stock.

10.5 Transfer by AIRSPAN. In the event that AIRSPAN or one of its SUBSIDIARIES transfers, sells or otherwise relinquishes control of a business unit, division or SUBSIDIARY of AIRSPAN or one of its SUBSIDIARIES, the covenant of Section 7 shall apply to such third party with respect to the continued manufacture and sale of products or systems falling within the definition of FWLL-A PRODUCTS that were made and sold by such business before the occurrence of such transfer, sale or relinquishment of control, but only to the extent provided for by Section 7.

Section 11. Miscellaneous Provisions.

11.1 Binding Agreement. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, legal representatives and assigns. No third party shall have any rights under this Agreement.

11.2 Notices. All notices or communications required or permitted to be given under this Agreement shall be in writing and shall be valid and sufficient if (a) delivered by hand, (b) sent by a reputable overnight courier service with signature or (c) sent by facsimile, and is addressed as follows:

If to AIRSPAN:

AirSpan:

AirSpan Communications Corporation
c/o AirSpan Communications Ltd.
5 New Square
Feltham Middlesex TW14 8HA
Attn: President/Managing Director

Copy to:

Gibson, Dunn & Crutcher, LLP
1717 Main Street, Suite 5400
Dallas, Texas 75201-7390
Attn: Richard G. Lyon

If to SELLER:

DSC:

DSC Communicaitons Corporation
1000 Coit Road
Plano, Texas 75075
Attn: Wayne A. Jones
Vice President & General Intellectual
Property Counsel

Copy to:

Baker & McKenzie
2001 Ross Avenue, Suite 4500
Dallas, Texas 75201
Attn: Daniel W. Rabun

Either party may change its address by a notice given to the other party in the manner set forth above. All such notices and other communications shall, except as otherwise expressly herein provided, be effective upon delivery if delivered by hand; upon signature of receipt if sent by a reputable overnight courier service, delivery charges prepaid; or in the case of facsimile, when received.

11.3 Applicable Law. This Agreement and matters connected with the performance thereof shall be construed, interpreted, applied and governed in all respects in accordance with the laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware. Any suit or action under this Agreement commenced by either party shall be brought before a court of competent jurisdiction in the State of Delaware and each party hereby consents to the jurisdiction and venue of such court under such circumstances.

11.4 Attorney Fees. The successful party in any suit or action brought by one party against the other party concerning this Agreement or the performance thereof shall be entitled to recover its reasonable attorney fees and out of pocket expenses from the other party.

11.5 Severability. Should any clause, sentence, or paragraph of this Agreement judicially be declared to be invalid, unenforceable, or void, such decision shall not have the effect of invalidating or voiding the remainder of this Agreement, and the parties hereto hereby agree that the part or parts of this Agreement so held to be invalid, unenforceable, or void shall be deemed to have been stricken, and the remainder shall have the same force and effect as if such part or parts had never been included herein.

11.6 Entire Agreement. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter of this Agreement, supersedes all prior or contemporaneous understandings or agreements (whether oral or written), and merges all prior discussion between them, and neither of the parties shall be bound by any modification of this Agreement, other than as expressly provided for in this Agreement or as duly set forth on or subsequent to the EFFECTIVE DATE in writing and signed by a duly authorized representative of the party to be bound thereby. No oral explanation or oral information by either party hereto shall alter the meaning or interpretation of this Agreement.

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

11.8 Headings. The section and paragraph headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties have caused their duly authorized officers to execute this Agreement as of January __, 1998.

AIRSPAN

By: _____

Title: _____

SELLER

By: _____

Title: _____

IN WITNESS WHEREOF, the parties have caused their duly authorized officers to execute this Agreement as of January 30, 1998.

SELLER:

DSC TELECOM L.P.
By: DSC TELECOMMUNICATIONS CORPORATION,
a Delaware corporation and its general partner

By: *Kenn Vines*
Name: Kenneth R. Vines
Title: Vice President

AIRSPAN:

AIRSPAN COMMUNICATIONS CORPORATION

By: _____
Name: Thomas S. Huseby
Title: Chairman of the Board

IN WITNESS WHEREOF, the parties have caused their duly authorized officers to execute this Agreement as of January __, 1998.

SELLER:

DSC TELECOM L.P.

**By: DSC TELECOMMUNICATIONS CORPORATION,
a Delaware corporation and its general partner**

By: _____
Name: Kenneth R. Vines
Title: Vice President

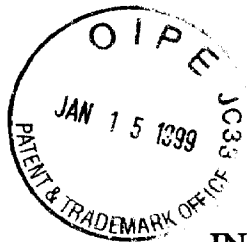
AIRSPAN:

AIRSPAN COMMUNICATIONS CORPORATION

By: _____
Name: Thomas S. Huseby
Title: Chairman of the Board

SCHEDULE 1.11(a)

AIRSPAN
AIRPLAN
VISION ST
SITESPAN



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

CERTIFICATE OF MAILING BY EXPRESS MAIL

I hereby certify that this correspondence is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" under 37 C.F.R. § 1.10 and is addressed to: Commissioner for Trademarks, Office of Public Records, Crystal Gateway 4, Room 335, Washington, D.C. on Jan. 15, 1999.

Willie Giles

Name

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