

02-06-2001

01-25-2001

U.S. Patent & TMO/TM Mail Rcpt Dt. #26

101606637

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

1-25-01

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

#### Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

#### Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment
- Merger  Effective Date  
Month Day Year
- Change of Name
- Other

#### Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

#### Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

State/Country

Zip Code

- Individual  General Partnership  Limited Partnership

Corporation  Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

02/05/2001 610M11 00000095 75573897

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FC:481  
FC:482

40.00 OP  
300.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

TRADEMARK  
REEL: 002230 FRAME: 0110

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages** Enter the total number of pages of the attached conveyance document including any attachments. #

**Trademark Application Number(s) or Registration Number(s)**  Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text" value="75573897"/>	<input type="text" value="75574162"/>	<input type="text" value="75431938"/>	<input type="text" value="2247626"/>	<input type="text" value="2242951"/>	<input type="text"/>
<input type="text" value="75554333"/>	<input type="text" value="75554344"/>	<input type="text" value="75574004"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75584335"/>	<input type="text" value="75554993"/>	<input type="text" value="75583911"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**Number of Properties** Enter the total number of properties involved. #

**Fee Amount** Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed  Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.) #

Deposit Account Number: #

Authorization to charge additional fees: Yes  No

**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. Charges to deposit account are authorized, as indicated herein.

Christine L. Kopitke Christine L. Kopitke Jan. 25, 2001  
Name of Person Signing Signature Date Signed

Additional Trademark Application Numbers

75/672,136

75/551,879

**CERTIFICATE OF SALE**  
**[CALIFORNIA COMMERCIAL CODE § 9504]**

Pursuant to § 9504 of the California Commercial Code, and in consideration of the sum of [REDACTED] the receipt of which is hereby acknowledged, Silicon Valley Bank (hereinafter "Seller") does hereby sell, transfer and deliver to Domondi Technologies, Inc., a California Corporation, or its nominee (hereinafter "Purchaser"), all of the rights of Radio Local Area Networks, Inc. dba RadioLAN, Inc. (hereinafter "Debtor") to certain of the assets of Debtor, which are more particularly described in Exhibit "A" attached hereto. Said assets shall hereinafter be referred to as the "Subject Assets."

The sale transfers to Purchaser all of Debtor's right, title and interest in and to the Subject Assets free and clear of any and all security interests of Seller and any security interest or lien subordinate thereto. Seller warrants that it holds a valid first priority perfected security interest in and to Debtor's interest in the Subject Assets pursuant to certain UCC-1 filings in the State of California, as amended from time-to-time. Notwithstanding the foregoing, Purchaser acknowledges that with respect to any intellectual property included in the Subject Assets, which may include but is not limited to patents, patent applications, copyrights and/or and trademark applications, or any collateral located outside of California, this warranty is made upon Seller's actual knowledge without investigation regarding particular assets or whether liens or assignments have been recorded in other states or in national registers.

AS BETWEEN SELLER AND PURCHASER, THE SUBJECT ASSETS ARE SOLD "AS IS," "WHERE IS," AND "IF IN," WITH ALL FAULTS. EXCEPT AS HEREIN PROVIDED, SELLER SPECIFICALLY DISCLAIMS ALL WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR TITLE, OR ANY WARRANTIES ARISING FROM A COURSE OF DEALING, TRADE USAGE OR TRADE PRACTICE. AS BETWEEN SELLER AND PURCHASER, PURCHASER ACCEPTS ALL RISKS OF TRANSFER OF OWNERSHIP OR ASSIGNMENT OF THE SUBJECT ASSETS.

Purchaser acknowledges that it has not relied upon any representations of Seller, except as may specifically be provided herein, and that it has examined the validity, quantity, quality and value of the Subject Assets and has accepted the same without recourse to Seller. Purchaser acknowledges that it is a merchant of the inventory and equipment relating to the Subject Assets, as that term is defined in the Uniform Commercial Code. Seller disclaims any representation or warranty that particular property described on Exhibit A exists, in whole or in part, or is in a form usable to Purchaser. To the extent that Subject Assets are in the possession, custody or control of parties other than Debtor, including but not limited to subcontractors, former employees, manufacturing partners or consultants to Debtor, Seller disclaims any representation or warranty that Seller's rights therein are superior to rights of

any other such party and further disclaims any obligation to deliver such property to Purchaser.

THE MONEYS RECEIVED BY SELLER UNDER THIS AGREEMENT DO NOT INCLUDE ANY ASSUMPTION BY SELLER OF ANY RISK OF PURCHASER OF ANY ACTUAL DAMAGES IN EXCESS OF \$125,000.00, OR OF ANY CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, ANY LOSS OF PROFITS, OR OTHERWISE. ACCORDINGLY, SELLER SHALL NOT BE LIABLE TO PURCHASER FOR ANY ACTUAL DAMAGES IN EXCESS OF \$125,000.00, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE, DATA OR PROFITS, BUSINESS INTERRUPTION OR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL EXEMPLARY, OR RELIANCE DAMAGES HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY WHETHER CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE), ARISING IN ANY WAY OUT OF THIS AGREEMENT, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN NO EVENT MAY AN ACTION BE FILED ON ANY CLAIMS ARISING OUT OF THIS AGREEMENT LATER THAN 90 DAYS AFTER THE DATE OF EXECUTION HEREOF.

As between Seller and Purchaser only, in addition to all the consideration paid hereunder, Purchaser shall be liable for all sales or use taxes, and shall hold Seller harmless from any cost relating thereto.

All aspects of this agreement, including construction, validity and performance of this agreement, shall be governed by, and construed and enforced in accordance with, the laws of the State of California. The Purchaser agrees to submit to the exclusive jurisdiction of the state and Federal courts located in Santa Clara County, State of California.

Executed at Santa Clara, California this 3 day of NOVEMBER, 2000.

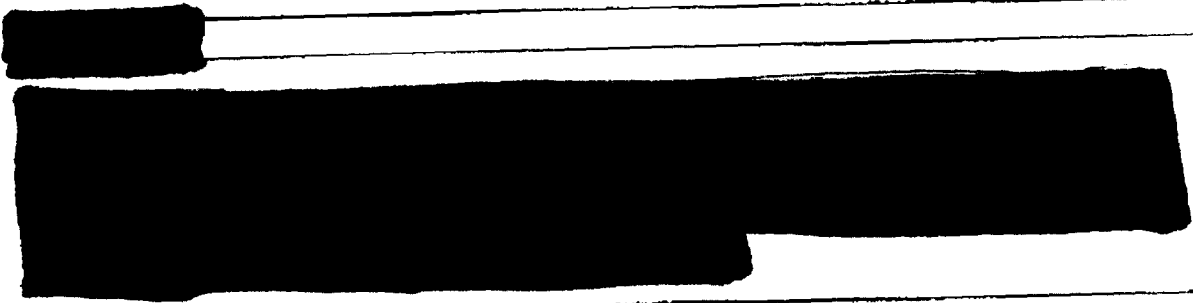
SILICON VALLEY BANK

By: William J. Olin  
Its: VICE PRESIDENT

THE FOREGOING IS AGREED AND ACCEPTED

PURCHASER

By: [Signature]  
Thomas J. Mitchell  
Downside Technology, Inc.  
President



**BUSINESS ASSETS**

Transfer of all other business assets owned by RadioLAN, evidenced by attached list, and all other related business assets that are not on this list, excepting accounts, accounts receivable, contract receivables, cash, deposit accounts, cash instruments, certificates of deposit or chattel paper.

RADIOLAN, INC.

ANALYST REVIEW - USPTO REPORT

Search Information  
 Mark: **RADIOLAN, INC.**  
 Goods/Services: **ALL TRADEMARKS OWNED**  
 Type of Search: **US TM PORTFOLIO**

Data Information

This USPTO Trademark Search report covers data through the following date (except for a serial number delay) by the USPTO:

Official Gazette: Published on **04/04/2000**

USPTO Text: Complete filings through: **02/16/1999** Additional filings through: **03/17/2000**

Images: Filed through: **01/28/2000**

Application drawing pages: Additional USAs through: **03/07/2000**

Inactive applications/registrations: From **01/01/1984**

Analyst Information

Name: **T. BALSTON**

Contact: I developed the following search strategy to provide a comprehensive, accurate report. These queries listed below, returned 11 potential references from the database. After careful review and analysis, I have selected 13 records for your review.

No pertinent references found in search of Shepard's U.S. Citations database.

<u>Search Strategy</u>			
Type	Query	Clause	#References
1. OWNER WORD	RADIOLAN	ALL CLASSES	11
2. OWNER PREFIX	RADIOLAN	ALL CLASSES	2

RADIOLAN, INC.

USPTO Summary Page

Inventor's Name	Status	Inventor's Class(es)	Registration Number	Serial Number	Page
1. BACKBONELINK	PENDING	9	R0000000	75-573897	4
2. BRIDGELINK	ABANDONED	9	R0000000	75-554333	5
3. CARDLINK	PENDING	9	R0000000	75-584335	6
4. DOCKLINK	PENDING	9	R0000000	75-574162	6
5. RADIOLAN	PENDING	9	R0000000	75-554344	7
6. RADIOLAN	PENDING	42	R0000000	75-554993	8
7. RADIOLAN	PUBLISHED	16	R0000000	75-431928	9
8. RADIOLAN	REGISTERED	35	R2247626	75-411809	10
9. RADIOLAN	ABANDONED	9	R0000000	75-574004	10
10. RADIOLAN	ABANDONED	42	R0000000	75-583911	12
11. 10BASERADIO	REGISTERED	9	R2242951	74-872137	13
12. 10BASERADIO	PENDING	9	R0000000	74-872136	14
13. 100BASERADIO	PENDING	9	R0000000	75-551879	15

Search 6674461X

Analyst: T. BALSTON

USPTO Summary Page 3



RADIOLAN, INC.

Reported Owner Index

Reported Owner Trademark	Status	Classes	Section	Page
1. RADIOLAN INC BRIDGELINK RADIOLAN	ABANDONED	9	Fd	5
2. RADIOLAN INC RADIOLAN	PENDING	9	Fd	7
3. RADIOLAN INC RADIOLAN/10	ABANDONED	42	Fd	11
4. RADIOLAN INC MOSASER/ANO	PENDING	9	Fd	15
5. RADIOLAN INC MOSASER/ADG	REOUTERED	9	Fd	15
6. RADIOLAN INC MOSASER/AD/ONK	PENDING	9	Fd	14
7. RADIOLAN INC MOSASER/ELINK	PENDING	9	Fd	4
8. RADIOLAN INC CARDLINK	PENDING	9	Fd	6
9. RADIOLAN INC DOCKLINK	PENDING	9	Fd	6
10. RADIOLAN INC RADIOLAN	PENDING	42	Fd	8
11. RADIOLAN INC RADIOLAN/10	ABANDONED	9	Fd	10
12. RADIOLAN INC RADIOLAN	PUBLISHED	16	Fd	9
13. RADIOLAN INC RADIOLAN	REOUTERED	35	Fd	20

Received: 10/19/00 11:25;

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10/OCT. 19. 2000 11:25AM  
10/20/00 11:25 FAX 030 852 8444

HOPKINS&CARLEY

MURRAY & MURRAY

**CONSENT TO AGREEMENT**

Radio Local Area Networks, Inc. dba RadioLAN, Inc. ("RadioLAN") hereby consents to the sale of the Subject Assets as described in the Certificate of Sale attached hereto as Exhibit "A." RadioLAN acknowledges that this sale is in compliance with all duties and obligations of Silicon Valley Bank under all loan documents and the California Commercial Code, including any obligations of good faith and commercial reasonableness.

Dated: October 5, 2000

RADIO LOCAL AREA NETWORKS, INC.

By: Michael M. Clair  
Its: Michael M. Clair

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