

RECOF
TR

07-23-2002



102164444

DS

To the Honorable Commissioner of Patents and Trademarks original documents or copy thereof.

1. Name of conveying party(ies):

NETWORK ALCHEMY, INC.

7-11-02

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

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

3. Nature of conveyance:

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

Execution Date: January 26, 2001

2. Name and address of receiving party(ies):

Name: NOKIA WIRELESS ROUTERS INC.

Address: 313 Fairchild Drive

City: Mountain View State: California Zip:

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

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

(Designations must be for individuals domiciled in the United States.)
Additional name(s) & address on the date indicated above: No

3/1/02 115469345-
with the U.S. Postal Service
Delivery to the Assistant Commissioner
Washington, DC 20231 by "Express Mail"

4. Application number(s) or registration number(s):

A. Trademark Applications

<u>Mark</u>	<u>Serial No.</u>
-------------	-------------------

B. Trademark Registrations

<u>Mark</u>	<u>Signature</u>	<u>Reg. No.</u>
WEBRAMP	[Signature]	2,126,543

Additional numbers attached? Yes No

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

Name: Darby & Darby P.C.

Street Address: Post Office Box 5257

City: New York State: New York Zip: 10150-5257

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: 04-0100

(Attach duplicate copy of this page if paying by deposit account)

07/22/2002 GTOM11 00000149 2126543
01 FC:481 40.00 OP

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.

Karin Segall
Name of Person Signing

[Signature]
Signature

July 11, 2002
Date

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

3

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

TRADEMARK
REEL: 002546 FRAME: 0714

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PRROPERTY ASSIGNMENT AGREEMENT (the "Agreement"), dated as of January 26, 2001, is entered by and between NETWORK ALCHEMY, INC., A California corporation, having a place of business at 1538 Pacific Avenue, Santa Cruz, California ("Alchemy"), and NOKIA WIRELESS ROUTERS INC., a California corporation, having a place of business at 313 Fairchild Drive, Mountain View, California ("Routers").

WHEREAS, Alchemy and Routers have entered into a Contribution, Assignment and Assumption Agreement effective as of January 26, 2001 (the "Contribution Agreement"); and

WHEREAS, the Contribution Agreement requires Alchemy and Routers to execute and deliver this Agreement;

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

SECTION 1. Definitions. As used in this Agreement, the following terms shall have the meanings set forth below:

"Patents" shall mean the patents and patent applications, foreign and domestic, set forth on Schedule A, all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions.

"Trademarks" shall mean the trademarks and service marks, foreign and domestic, set forth on Schedule B, the goodwill of the business symbolized thereby, all common law rights with respect thereto, all applications and registrations thereof, all rights therein provided by international treaties or conventions, and all extensions and renewals thereof.

"Domain Names" shall mean a series of alphanumeric characters set forth on Schedule C that when combined with an Internet top level domain (TLD) can identify one or more internet protocol addresses.

"Copyrights" shall mean the exclusive rights in an original work of authorship, foreign and domestic, set forth on Schedule D, including software, whether registered or not, including works made for hire by employees within or outside the company, and all rights therein provided by international treaties or conventions.

SECTION 2. Transfer and Assignment of Intellectual Property. Alchemy hereby sells, assigns, and transfers to Routers all of its right, title and interest in and to the Patents, Trademarks, and the goodwill of the business symbolized by the Trademarks, Domain Names and Copyrights.

SECTION 3. Governmental Filings. Alchemy shall furnish Routers with such necessary information and reasonable assistance, including execution of such other required documents, as Routers may reasonable request in connection with recording its ownership interest in the Patents, Trademarks, Domain Names and Copyrights with any governmental authority.

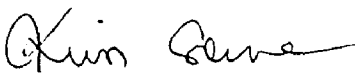
SECTION 4. Construction. The parties agree that, to the extent that any terms or provisions of this Agreement differ or conflict with any provision or term of the Contribution Agreement, the applicable terms and provisions of the Contribution Agreement shall control and take precedence.

SECTION 5. Governing Law. The rights and duties of the parties under this Agreement shall be governed by, and construed in accordance with, the internal substantive laws, and not the choice of law rules, of the State of New York.

SECTION 6. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same instrument.

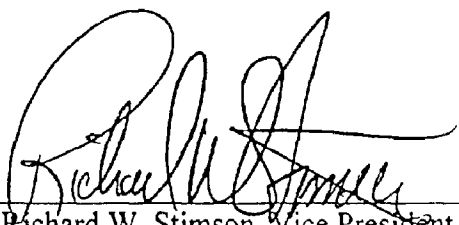
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

NETWORK ALCHEMY, INC.

By: 

Kirsi Sormunen, Vice President

NOKIA WIRELESS ROUTERS INC.

By: 

Richard W. Stimson, Vice President