

Atty Docket No.: 243475US

FORM PTO-1595
1-31-92



10-14-2003



102573134

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Director of the United States Patent and Trademark Office, Patent and Trademark Office original documents or copy thereof.

<p>1. Name of conveying party(ies): Pathfinder Investments Limited</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: Interoute Communications Limited</p> <p>Address: Barnard's Inn 86 Fetter Lane, EC4A 1EN London, United Kingdom</p> <p>Additional name(s) and address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of Conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger</p> <p><input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name</p> <p><input type="checkbox"/> Other</p> <p>Execution Date: February 17, 2003</p>	

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

If this document is being filed together with a new application, the execution date of the application is:

<p>A. Patent Application No.(s)</p> <p>09/331,182 09/869,295 10/129,961</p>	<p>B. Patent No.(s)</p>
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Additional numbers attached? Yes No

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Customer Number 22850</p> <p>Tel. (703) 413-3000 Fax. (703) 413-2220</p>	<p>6. Total applications and patents involved: 3</p> <p>7. Total fee (37 CFR 3.41): \$120.00</p> <p><input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: 15-0030 (Attach duplicate copy of this page if paying by deposit account)</p>
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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.

<p>Marvin J. Spivak Name of Person Signing</p>	<p> Signature</p>	<p>10/7/03 Date</p>
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Registration Number: 24,913

Total number of pages including this cover sheet: 16

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Mail documents to be recorded with required cover sheet information to:

**Director of the United States Patent and Trademark Office
Mail Stop Assignment Recordation Services
Alexandria, Virginia. 22313**

DATED 17 FEBRUARY 2003

PATHFINDER INVESTMENTS LIMITED

INTERROUTE COMMUNICATIONS GROUP LIMITED

AND

INTERROUTE COMMUNICATIONS LIMITED

SUPPLEMENTARY DEED TO DEED OF ASSIGNMENT OF PATENTS DATED
4 DECEMBER 2002

THIS DEED is made this 17 day of FEBRUARY 2003

BETWEEN

- (1) **PATHFINDER INVESTMENTS LIMITED** a company incorporated in the Isle of Man with registered number 81439C whose registered office is at Stanley House, Lord Street, Douglas, Isle of Man IM1 2BF (hereinafter called "PIL"); and
- (2) **INTERROUTE COMMUNICATIONS GROUP LIMITED** a company incorporated in the Bahamas whose registered office is at Bahamas Financial Centre, 4th Floor, Shirley & Charlotte Streets, P.O. Box CB-13136, Nassau, Bahamas (hereinafter called "Intercom" which expression shall include its successors and assigns); and
- (3) **INTERROUTE COMMUNICATIONS LIMITED** a company incorporated in England and Wales with registered number 04472687 whose registered office is at 20 Blackfriars Lane, London EC4V 6HD (hereinafter called "ICL").

WHEREAS

- (A) Each of PIL and Intercom executed a Deed of Assignment dated 4 December 2002 (the "Deed of Assignment") in which it was intended that PIL, as assignor, assign the Patents (as defined in the Deed of Assignment, particulars of which were set out in the Schedule to the Deed of Assignment) to Intercom or its nominee, as assignee; and
- (B) The execution copy of the Deed of Assignment contained a clerical error as a result of which the assignee nominated by Intercom was not clear; and
- (C) Each of PIL, Intercom and ICL wish to enter into this Deed in order to correct said error and to clarify the intention of the parties to the Deed of Assignment.

NOW THIS DEED WITNESSETH as follows:-

Acknowledgement

1. PIL and Intercom acknowledge and confirm that it was their intention in entering into the Deed of Assignment that the Patents (as defined in Recital (A) above) be assigned to ICL.

References to FCL in the Deed of Assignment

2. In the Deed of Assignment, all references to FCL shall be read and construed as references to ICL and ICL acknowledges and agrees to accept the assignment of the Patents to ICL on the terms and conditions set out in the Deed of Assignment.

Further assurance

3. PTL agrees to perform such acts and to execute such further documents as may be necessary or desirable to confirm or validate ICL's right to be registered as the proprietor of the Patents and for the protection of the same.

Confidentiality

4. The parties shall keep the terms of this Deed confidential, and shall not disclose the same other than to their professional advisers, or in connection with the registration of ICL as the proprietor of the Patents, or otherwise as may be required by law. No public announcement shall be made concerning this Deed except in such terms and manner as the parties shall mutually agree.

Severability

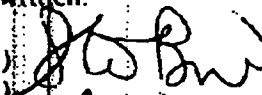
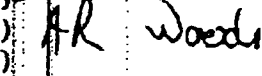
5. Should any term or provision of this Deed be held to be unlawful or unenforceable in whole or in part under any enactment or rule of law, then such term or provision or part thereof shall to that extent be deemed severable from this Deed, and the remainder of the Deed shall continue to have full force and effect.

Law

6. This Deed shall be governed by and shall be construed in accordance with English law.

IN WITNESS WHEREOF this Deed has been executed by the duly authorised representatives of the parties on the date first above written.


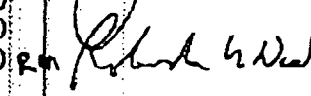
EXECUTED as a DEED by
PATHFINDER INVESTMENTS
LIMITED acting by two Directors :-

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)

EXECUTED under the authority of
INTERROUTE COMMUNICATIONS
GROUP LIMITED and thereby executed as its
DEED:-

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EXECUTED as a DEED by
INTERROUTE COMMUNICATIONS LIMITED)
acting by Two Directors or one Director and)
Company Secretary)

) 
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)
)

Further assurance

3. PII agrees to perform such acts and to execute such further documents as may be necessary or desirable to confirm or validate ICL's right to be registered as the proprietor of the Patents and for the protection of the same

Confidentiality

4. The parties shall keep the terms of this Deed confidential, and shall not disclose the same other than to their professional advisers, or in connection with the registration of ICL as the proprietor of the Patents, or otherwise as may be required by law. No public announcement shall be made concerning this Deed except in such terms and manner as the parties shall mutually agree.

Severability

5. Should any term or provision of this Deed be held to be unlawful or unenforceable in whole or in part under any enactment or rule of law, then such term or provision or part thereof shall to that extent be deemed severable from this Deed, and the remainder of the Deed shall continue to have full force and effect.

Law

6. This Deed shall be governed by and shall be construed in accordance with English law

IN WITNESS WHEREOF this Deed has been executed by the duly authorised representatives of the parties on the date first above written.

EXECUTED as a DEED by
PATHFINDER INVESTMENTS
LIMITED acting by two Directors :-

EXECUTED under the authority of
INTERROUTE COMMUNICATIONS
GROUP LIMITED and hereby executed as its
DEED:-

EXECUTED as a DEED by
INTERROUTE COMMUNICATIONS LIMITED
acting by Two Directors or one Director and
Company Secretary

[Handwritten signature]

DATED Wednesday, 04 December 2002

PATHFINDER INVESTMENTS LIMITED

and

INTERROUTE COMMUNICATIONS GROUP
LIMITED

DEED OF ASSIGNMENT OF PATENTS

AJL Revised Draft 29th October, 2002

PATENT
REEL: 014573 FRAME: 0417

the technology and know-how to end-user customers or other third parties as therein more particularly described (hereinafter called "the PTL Licence")

SUBJECT TO the rights granted to the licensees under the Africa Licence and the PTL Licence respectively TO HOLD the same unto FCL its successors and assigns absolutely.

- 1.2. Intercom and FCL jointly and severally warrant that they will observe and perform all of the obligations and undertakings on the part of PIL to be observed and performed under the Africa Licence and the PTL Licence.
- 1.3. Intercom and FCL further jointly and severally agree to indemnify PIL and to keep PIL fully and effectively indemnified against all costs, claims or liability of whatsoever nature arising from any breach or non-performance of any of the warranties, obligations or undertakings on their part to be observed or performed pursuant to the Africa Licence, the PTL Licence or this Deed.

3. Consideration

- 3.1. In consideration of the assignment of the Patents by PIL to FCL by the direction and at the request of Intercom as hereinbefore provided, Intercom hereby absolutely, unconditionally and irrevocably releases and discharges PIL from all obligations, liabilities and debts of whatsoever nature owing by PIL to Intercom at the date hereof, OTHER THAN the Outstanding Loan in the sum of One hundred and Fifty thousand pounds (£150,000) and interest thereon secured by the Debenture Agreement made between PIL and Intercom dated 25th February 2000 and the Deed of Variation thereto made between PIL and Intercom dated 4th December 2002.

4. Warranties and Indemnity

- 4.1. PIL warrants that it is the absolute owner of the Patents free from encumbrances, and that PIL is fully entitled to assign and transfer the Patents to FCL.
- 4.2. PIL further warrants and undertakes that it has made full disclosure of all material facts relating to the Patents, that there have been no prior dealings with any of the Patents, or with the Africa Licence or the PTL Licence, and that PIL is not aware of any third party claims or disputes relating to or affecting any of the Patents or the Africa Licence or the PTL Licence.
- 4.3. PIL agrees to indemnify Intercom and FCL and to keep Intercom and FCL fully and effectively indemnified against all costs, claims or liability of whatsoever nature arising from any breach or non-performance by PIL of any of the warranties, undertakings or obligations on its part to be observed or performed pursuant to this Deed.

5. Further assurance

5.1. PIL agrees to perform such acts and to execute such further documents at FCL's cost as may be necessary or desirable to confirm or validate FCL's right to be registered as the proprietor of the Patents and for the protection of the same.

6. Confidentiality

6.1. The parties shall keep the terms of this Deed confidential, and shall not disclose the same other than to their professional advisers, or in connection with the registration of FCL as the proprietor of the Patents, or otherwise as may be required by law. No public announcement shall be made concerning this Deed except in such terms and manner as the parties shall mutually agree.

7. Severability

7.1. Should any term or provision of this Deed be held to be unlawful or unenforceable in whole or in part under any enactment or rule of law, then such term or provision or part thereof shall to that extent be deemed severable from this Deed, and the remainder of the Deed shall continue to have full force and effect.

8. Law

8.1. This Deed shall be governed by and shall be construed in accordance with English Law.

8.2. The Clause headings are inserted for convenience, and shall not be construed as forming part of this Deed.

IN WITNESS WHEREOF this Deed has been executed by the duly authorised representatives of the parties on the date first above written.

THE SCHEDULE hereinbefore referred to :-

20 September 2002

Pathfinder Patent Portfolio

LCSM

Country	APPLICATION NO.	DATE FILED
GB	9715277.1	18.7.97
GB	9815674.8	17.7.98
EP	98935140.8	17.7.98
EP	(DIVISIONAL) 01204656.1	w.e.f. 17.7.98
PCT	GB98/02127	17.7.98
DE UM	29819885.1	17.7.98
US	09/331182	23.7.99
CA	2 297 434	17.07.98
AU	84499/98 S/N 742789	31.01.00
NZ	501824	16.12.99
JP	Hei 11-506750	
MX	0000619	17.01.00
BR	PI9810604-0	18.01.00
PL		
IL	134,071	16.01.00
EA	200,000,143	18.02.00

Auto dialling Handset

Country	APPLICATION NO.	DATE FILED
GB	9816670.5	30.7.98
GB	9911968.7	21.5.99
PCT	GB99/02243 (WO 00/07347)	13.7.99
US		
US	09/349,229	8.7.99
GB	0007916.0	31.03.00
EP	99933022.8	
AU	49201/99	14.02.01

20 September 2002

Pathfinder Patent Portfolio

Country	APPLICATION NO.	DATE FILED
IL	141,006	
CA	2,338,890	

Display Telephone

Country	APPLICATION NO.	DATE FILED
GB	9810989.5	21.5.98
PCT	GB99/01578	18.5.99
EP	99922350.6	
IL	139,727	18.5.99
NZ	507906	
CA	2332566	16.11.00
AU	39452/99 749043	
US	09/674,525	21.11.00
GB	0030296.8	12.12.00

Mobile telephone LCRM

Country	APPLICATION NO.	DATE FILED
GB	9901036.5	18.1.99
GB	0001134.6	18.1.00
PCT	PCT/GB00/00114 (WO 00/41486)	18.1.00
US	09/869.295	
EP		

Cable LCRM

Country	APPLICATION NO.	DATE FILED
GB	9900967.2	15.1.99
GB	0000761.7	13.1.00
PCT	PCT/GB00/00076 (WO 00/42786)	13.1.00
EP		

20 September 2002

Pathfinder Patent Portfolio

3 Stage Call Routing

Country	APPLICATION NO.	DATE FILED
GB	0006292.7	15.3.00
PCT	PCT/GB01/01111 (NO.01/69896)	14.03.01
GB	0106272.8	14.03.01
US		
EP		10 9 02
AU		

Utility Router

Country	APPLICATION NO.	DATE FILED
GB	9928936.5	7.12.99
PCT	GB00/04662	6.12.00
EP	00985468.8	
US	10/129961	20.5.02

SMS SIMS Updating

Country	APPLICATION NO.	DATE FILED
GB	0103918.9	16.2.01
PCT	PCT/GB02/00650	14.2.02

SMS Routing

Country	APPLICATION NO.	DATE FILED
GB	0116592.7	6.7.01
PCT	PCT/GB2002/003036	2.7.02

Prepaid Call Routing

Country	APPLICATION NO.	DATE FILED
GB	0121824.7	10.9.02

20 September 2002

Pathfinder Patent Portfolio

Abbreviation	Country
GB	Great Britain
EP	European Patent Office
PCT	Patent Cooperation Treaty
DE	Germany
UM	Utility Model (Germany)
US	United States of America
CA	Canada
AU	Australia
NZ	New Zealand
JP	Japan
MX	Mexico
BR	Brazil
PL	Poland
IL	Israel
EA	Eurasia

20 September 2002

Pathfinder Patent Portfolio

Country	APPLICATION NO.	DATE FILED
PCT	PCT/GB2002/004077	6.9.02

EXECUTED as a Deed by
PATHFINDER INVESTMENTS
LIMITED acting by [Two] Directors :-

) *[Signature]*
) *[Signature]*
) *[Signature]*
) *[Signature]*

EXECUTED as a Deed by
INTERROUTE COMMUNICATIONS
GROUP LIMITED
acting by One Director and witness

) ~~_____~~
) *[Signature]*
) *[Signature]*
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