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To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.		
Name of conveying party(ies):	2. Name and address of receiving party(ies)	
Jim Arseneault (7/28/2006), Brian Smith (7/28/2006), and Ken Young (7/28/2006)	Name: Gridpoint Systems Inc.	
Additional name(s) of conveying party(ies) attached?	Internal Address: Street Address:	
3. Nature of conveyance/Execution Date(s): Execution Date(s): in parentheses after inventor name X Assignment Merger Change of Name Security Agreement Joint Research Agreement Government Interest Assignment	308 Legget Drive Suite 206 City: Ottawa State: ON	
Executive Order 9424, Confirmatory License	Country: Canada Zip: K2K IY6	
Other	Additional name(s) & address(es) Yes X No attached?	
A. Patent Application No.(s) This application	This document is being filed together with a new application. B. Patent No.(s)	
Additional numbers attached? Yes X No		
5. Name and address to whom correspondence concerning document should be mailed:	6. Total number of applications and patents involved:	
Name: Stephen G. Rudisill JENKENS & GILCHRIST, A PROFESSIONAL CORPORATION Internal Address: Atty. Dkt.: 69453-00002USPT Street Address: 225 W. Washington, Ste. 2600 SHASSEN1 00000036 11495479	7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00 Authorized to be charged by credit card Authorized to be charged to deposit account X Enclosed None required (government interest not affecting title)	
City: Chicago	8. Payment Information	
State: IL zip: 60606-3418 Phone Number: (312) 425-8570 Fax Number: (312) 425-3909 Email Address: srudusill@jenkens.com	a. Credit Card Last 4 Numbers Expiration Date b. Deposit Account Number Authorized User Name	
9. Signature:		
Signature Stephen G. Rudisill - 20,087	July 28, 2006 Date Total number of pages including cover	

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ASSIGNMENT

WHEREAS, We, Jim Arseneault, Chris Barrett, Pablo Frank, Natalie Giroux, Fabio Katz, Brian Smith and Ken Young, have invented certain new and useful improvements in the following: SMART ETHERNET MESH EDGE DEVICE for which we have made an application for United States Letters Patent, the said application having been executed by me concurrently herewith;

WHEREAS, Gridpoint Systems Inc., a corporation organized and existing under the laws of Canada, having its principal place of business at 308 Legget Drive, Suite 206, Ottawa, ON, Canada K2K IY6 (hereinafter referred to as "ASSIGNEE"), is desirous of acquiring our entire right, title and interest in and to the invention, and in and to the said application and any Letters Patent that may issue thereon;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we do hereby sell, assign and transfer unto ASSIGNEE, its successors, assigns and legal representatives our entire right, title and interest in and to said invention and in and to said applications and all patents which may be granted therefore, and all provisionals, divisionals, reissues, substitutions, continuations, continuations-in-part and extensions thereof; and we hereby authorize and request the Commissioner of Patents and Trademarks to issue all patents for said invention, or patents resulting therefrom, insofar as our interest.

We also hereby sell and assign to said ASSIGNEE, its successors, assigns and legal representatives the full and exclusive rights, title and interest to the invention disclosed in said applications throughout the world, including the right to file applications and obtain patents, utility models, industrial models and designs for said invention in its own name throughout the world including all rights of priority, all rights to publish cautionary notices reserving ownership of said invention and all rights to register said invention in appropriate registries; and

We further agree to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith necessary to perfect such rights, title and interest in ASSIGNEE, its successors, assigns and legal representatives.

We hereby further agree that we will communicate to said ASSIGNEE, or its successors, assigns and legal representatives, any facts known to us respecting any improvements; and, at the expense of said ASSIGNEE, to testify in any legal proceedings, sign all lawful papers, execute all provisional, divisional, continuation, continuation-in-part, reissue and substitute applications, make all lawful oaths, and generally do everything possible to vest title in said ASSIGNEE and to aid said ASSIGNEE, its successors, assigns and legal representatives to obtain and enforce proper protection for said invention in all countries.

CHICAGO 334148v1 69453-00002USPT

PATENT REEL: 018114 FRAME: 0092

MM ARSENEAULT,	28 OUZY, 2006
JIM ARSENEAULI	- /
BRIAN SMITH	28 Jul , 2006
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- Uu chung	July 26 , 2006

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