

**PATENT ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	General Assignment/Asset Purchase Agreement
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Caspian Networks, Inc.	11/06/2006
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Mobile Convergence Ltd.
<b>Street Address:</b>	12 Fl. DaeHanJaeDang Bldg.
<b>Internal Address:</b>	7-23 Sincheon-Dong Songpa-Gu
<b>City:</b>	Seoul
<b>State/Country:</b>	KOREA, REPUBLIC OF
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	09880600
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(408)414-1076
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	4084141234
<b>Email:</b>	btruong@hptb-law.com
<b>Correspondent Name:</b>	Bobby K. Truong
<b>Address Line 1:</b>	2055 Gateway Place, Suite 550
<b>Address Line 4:</b>	San Jose, CALIFORNIA 95110
<b>ATTORNEY DOCKET NUMBER:</b>	60010-0012
<b>NAME OF SUBMITTER:</b>	Bobby K. Truong
<b>Total Attachments: 14</b> source=Purchase Agree-Gen Assign#page1.tif source=Purchase Agree-Gen Assign#page2.tif source=Purchase Agree-Gen Assign#page3.tif source=Purchase Agree-Gen Assign#page4.tif source=Purchase Agree-Gen Assign#page5.tif	

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## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "**Agreement**") is made as of November 6, 2006 (the "Effective Date"), by and between Caspian (assignment for the benefit of creditors), LLC., a Delaware limited liability company, in its sole and limited capacity as Assignee for the Benefit of Creditors of Caspian Networks, Inc. ("Caspian Networks"), with principal offices located at 101 University Ave, Suite 100, Palo Alto, CA 94301, and Mr. Sang Hwa Lee, Mobile Convergence Ltd. (the "Mobile Convegence Ltd."), with principal offices located at 12 Fl. DaeHanJaeDang Bldg., 7-23 Sincheon-Dong Songpa-Gu, Seoul, Korea.

### RECITALS

A. By resolution of the board of directors (the "**Board**") of Caspian Networks, Inc. a Delaware corporation (the "**Assignor**"), as memorialized in the duly executed minutes, Assignor has transferred ownership of all its right, title and interest in and to tangible and intangible assets (the "**Assets**") to Seller, and in so doing has also designated Seller to act, pursuant to Delaware law, as the Assignee for the Benefit of Creditors of Assignor. The General Assignment agreement (the "**General Assignment**") between Assignor and Seller, as assignee, is attached hereto as Exhibit A.

B. Seller and Buyer have identified a subset of the Assets that Buyer desires to purchase from Seller (the "**Required Assets**"). The Required Assets are listed in Section 1.2 below. After consummation of the Closing contemplated under this Agreement, Seller will liquidate any remaining Assets that are not Required Assets (the "**Remaining Assets**"), and will undertake the winding down of Assignor, which shall ultimately include, but shall not be limited to, the distribution of net funds, after payment of fees and costs associated with the liquidation and winding down, to Assignor's creditors, which are generated from the sale of the Assets.

C. Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the Required Assets, on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants hereinafter set forth, Buyer and Seller hereby agree as follows:

#### **1. PURCHASE AND SALE OF REQUIRED ASSETS.**

**1.1 Agreement to Sell and Purchase Required Assets.** Subject to the terms and conditions of this Agreement, and in reliance on the representations, warranties and covenants set forth in this Agreement, Seller agrees to sell, assign, transfer and convey to Buyer at the Closing (as defined in Section 2.2 below), and Buyer agrees to purchase and acquire from Seller at the Closing, all of Seller's right, title and interest in and to all of the Required Assets. The Required Assets will be sold, assigned, transferred and conveyed to Buyer (subject to Section 1.3) on the Closing Date "as is" and "where is", with no representations or warranties other than those specifically set forth below, and subject to any and all pledges, liens, licenses, rights of

possession, security interests, restrictions, encumbrances, charges, title retention, conditional sale or other security arrangements of any nature whatsoever (collectively, "**Encumbrances**").

**1.2 Required Assets Defined.** As used in this Agreement, the term "**Required Assets**" means, collectively, Seller's right, title and interest in and to the assets listed in Exhibit B attached hereto, provided, however, that the Required Assets shall not, under any circumstances, include Seller's or Assignor's (i) cash, (ii) accounts receivable, (iii) claims or preference or fraudulent conveyance recoveries under applicable law, (iv) state or federal tax refunds, (v) insurance refunds or recoveries, (vi) utility or leasehold security deposits, and (vii) refunds associated with carnets. Buyer shall promptly execute and deliver to Seller any and all such further assignments, endorsements and other documents as Seller may reasonably request for the purpose of effectuating the terms and conditions of this Section.

**1.3 Asset Transfer; Passage of Title; Delivery.**

(a) Title Passage. Except as otherwise provided in this Section, upon the Closing, title to all of the Required Assets shall pass to Buyer; and Seller shall make available to Buyer possession of all of the Required Assets as provided in subsection 1.3(b), and shall further, upon Buyer's request, execute assignments, conveyances and/or bills of sale reasonably requested to convey to Buyer title to all the Required Assets, subject to the Encumbrances, in accordance with Section 1.1 of this Agreement, as well as such other instruments of conveyance as counsel for Buyer may reasonably deem necessary to effect or evidence the transfers contemplated hereby.

(b) Delivery of Required Assets. On the Closing Date (as defined in Section 2.2), Seller shall make available to Buyer possession of the Required Assets, provided however, that the expenses of retrieving, removing and transferring the Required Assets shall be borne exclusively by Buyer.

(c) Retention of Documents. As Assignee, Seller is responsible for maintaining business records during the assignment process and, among other things, will have to prepare and file final tax returns. To the extent Buyer requires business records of Assignor that Seller requires to administer the assignment estate, Buyer shall, at its own expense, arrange to obtain copies of such records from Seller.

**2. PURCHASE PRICE; PAYMENTS.**

**2.1 Purchase Price.** In consideration of the sale, transfer, conveyance and assignment of all the Required Assets to Buyer at the Closing, Buyer shall, as of the Closing, assume only those liabilities, if any, expressly set forth as Assumed Liabilities in Section 3.1 of this Agreement and shall pay by wire transfer \$ [REDACTED] (the "**Purchase Price**") to the Seller at the Closing.

**2.2 Closing.** The consummation of the purchase and sale of the Required Assets contemplated hereby will take place at a closing to be held at the offices of Sherwood Partners,

**11.3 Entire Agreement.** This Asset Purchase Agreement, the Exhibits hereto (which are incorporated herein by reference) and any agreements to be executed and delivered in connection herewith, together constitute the entire agreement and understanding between the parties and there are no agreements or commitments with respect to the transactions contemplated herein except as set forth in this Agreement. This Agreement supersedes any prior offer, agreement or understanding between the parties with respect to the transactions contemplated hereby.

**11.4 Amendment; Waiver.** Any term or provision of this Agreement may be amended only by a writing signed by Seller and Buyer. The observance of any term or provision of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) only by a writing signed by the party to be bound by such waiver. No waiver by a party of any breach of this Agreement will be deemed to constitute a waiver of any other breach or any succeeding breach.

**11.5 No Third Party Beneficiaries.** Nothing expressed or implied in this Agreement is intended, or shall be construed, to confer upon or to give any person, firm or corporation, other than the parties hereto, any rights or remedies under or by reason of this Agreement.

**11.6 Execution in Counterparts.** For the convenience of the parties, this Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

**11.7 Benefit and Burden.** This Agreement shall be binding upon, shall inure to the benefit of, and be enforceable by and against, the parties hereto and their respective successors and permitted assigns.

**11.8 Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of California (excluding application of any choice of law doctrines that would make applicable the law of any other state or jurisdiction) and, where appropriate, applicable federal law.

**11.9 Severability.** If any provision of this Agreement is for any reason and to any extent deemed to be invalid or unenforceable, then such provision shall not be voided but rather shall be enforced to the maximum extent then permissible under then applicable law and so as to reasonably effect the intent of the parties hereto, and the remainder of this Agreement will remain in full force and effect.

**11.10 Attorneys' Fees.** Should a suit or arbitration be brought to enforce or interpret any provision of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees to be fixed in amount by the Court or the Arbitrator(s) (including without limitation costs, expenses and fees on any appeal). The prevailing party will be entitled to recover its costs of suit or arbitration, as applicable, regardless of whether such suit or arbitration proceeds to a final judgment or award.

IN WITNESS WHEREOF, Buyer and Seller executed and delivered this Asset Purchase Agreement by their duly authorized representatives as of the Effective Date.

**SELLER:**

**BUYER:**

Caspian (assignment for the benefit of creditors), LLC, in its sole and limited capacity as Assignee for the Benefit of Creditors of Caspian Networks, Inc.

Mobile Convergence Co. Ltd.

Mr. Sang hwa Lee, President and CEO

By: 

By: 

Its: member

Its: Chief Executive Officer

**Required Assets – Exhibit B**  
**Software**

All source codes and design documentation for software release versions listed below.

Apeiro 3.1	Scalable Core Router & Network Coverage
Apeiro 3.1.1	Bug Fix Release
Apeiro 3.1.2	Bug Fix Release
Apeiro 3.2	IP Flow QOS Base Services GigE & OC12c
Apeiro 3.2.0.1	Bug Fix Release
Apeiro 3.2.1.2	Customized Congestion Control for NTT
Apeiro 3.2.1.3	Bug Fix Release
Apeiro 3.2.2	Peering Gateway - Phase 1
Apeiro 3.2.2.3	Bug Fix Release
Apeiro 3.2.2.4	Bug Fix Release
Aperio Genesis configuration	Low Cost entry config., Backplane Jumper Cable
Apeiro 3.2.1.50k (Demo Release)	Enhancements for NTT
Apeiro 3.3 (Testable Release)	Vid/VoIP (POS Shaping), AP DoS, GigE PS & 1310nm, FPP Activation
Apeiro 3.3.1 (Testable Release)	Bug Fix Release (focus on GigE QOS issues)
Apeiro 3.3 (including 3.3.3 Bug Fix Release)	Vid/VoIP(GigE Shaping), GigE CAC, 512MB FPPupgrade
Apeiro 3.3.4	Bug Fix Release to correct ECR24890 (damping decayed route not active)
Apeiro 3.3.5	Bug Fix Release to correct issues for B2 (ECR 24943 & 24944)
Apeiro 3.4	ThinNet (PBR) & ADP Enhancement, LC Ingress Dos, Capture, & CAC
GigE+ (CN10007BA)	4 port QOS GigE (850nm & 1310nm)
SSC + (CN10004AD)	1G SDRAM, RS232 Noise Fix, etc.

## Patents

<b>Patent Title</b>	<b>Patent Number</b>	<b>Status</b>
Micro-Flow Management	6,574,195	Issued
Micro-Flow Management	6,954,431	Issued
Parallel Network Processor Array	6,854,117	Issued
Micro-flow Label Switching for Aggregate Flows	7,012,919	Issued
System and Method for Network Tunneling Utilizing Micro-flow State Information	6,977,932	Issued
Traffic Management Claims - Continuation of Micro-flow Manager	7,126,918	Issued
Notice of Routing Protocols of Changes to Routing		Pending PTO Review
System and Method for Utilization Based Micro-flow Label Switching		Pending PTO Review
Mechanism for Determining Lowest Cost, Maximally Disjoint Paths With a Router		Pending PTO Review
Micro-flow Switch Path and Link Failure Recovery		Pending PTO Review
Mechanism for Implementing Multiple Logical Routers Within a Single Physical Router		Pending PTO Review



<b>Patent Title</b>	<b>Status</b>
Mechanism for enabling Intra-Router Information Transfer Over Long Distances	Pending PTO Review
Mechanism for Identifying and Penalizing Mishbehaving Flows in a Network	Filed 12/22/05
Mobile IPv6 Traffic Management	Provisional filed
Dynamic Traffic Engineering	Provisional filed

## GENERAL ASSIGNMENT

This Assignment is made as of the 25th day of September, 2006, by Caspian Networks, Inc., a Delaware corporation, with offices at 140 Baytech Drive, San Jose, CA 95134, hereinafter referred to as "Assignor", to Caspian (assignment for the benefit of creditors), LLC, a Delaware limited liability company, hereinafter referred to, along with any successors and assigns, as "Assignee".

### RECITALS

WHEREAS, Assignor has determined that, based upon its business prospects, entering into this Assignment is in the best interests of the Assignor's creditors; and

WHEREAS, Assignor believes that Assignee is well qualified to efficiently administer the Assignment for the benefit of the Assignor's creditors;

NOW, THEREFORE, for valuable consideration, the receipt of which is duly acknowledged, the parties agree as follows:

### AGREEMENT

1. Assignment of Assets.

(a) Assignor, for and in consideration of the covenants and agreements to be performed by Assignee, as hereinafter contained, and for good and valuable consideration, receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, assign, convey and transfer to Assignee, its successors and assigns, in trust, for the benefit of Assignor's creditors generally, all of the property of Assignor of every kind and nature and wheresoever situated, both real (but not facility lease arrangements) and personal, and any interest or equity therein not exempt from execution, including, but not limited to, all that certain stock of merchandise, equipment, furniture, fixtures, accounts, books, cash on hand, cash in bank, deposits, patents, copyrights, trademarks and trade names and all associated goodwill, source codes, software, and related documentation, insurance policies, and choses in action that are legally assignable, together with the proceeds of any existing non-assignable choses in action that may hereafter be recovered or received by Assignor. Assignor agrees to execute such additional documents as shall be necessary to accomplish the purposes of this Assignment.

(b) This Assignment specifically includes and covers all claims for refund or abatement of all excess taxes heretofore or hereafter assessed against or collected from Assignor by the U.S. Treasury Department or any other taxing agency, and Assignor agrees to sign and execute power of attorney or such other documents as required to enable Assignee to file and prosecute, compromise and/or settle, all such claims before the Internal Revenue Service, U.S. Treasury Department or any other taxing or other Governmental agency.

(c) Assignee is to receive said property, conduct said business, should it deem it proper, and is hereby authorized at any time after the signing hereof by Assignor to sell and dispose of said property upon such time and terms as it may see fit, and is to pay to creditors of Assignor pro rata, the net proceeds arising from the conducting of said business and sale and disposal of said property, after deducting all moneys which Assignee may at its option pay for the discharge of any lien on any of said property and any indebtedness which under the law is entitled to priority of payment, and all expenses, including a reasonable fee to Assignee and its attorneys.

2. Payment of Fees. Assignee shall be entitled to be paid the fees and recover the costs set forth in the Compensation and Expense Reimbursement Agreement dated as of the date hereof between the Assignor and the Assignee (the "Fee Letter").

3. Appointment of Agents. Assignee is authorized and empowered to appoint and compensate such agents, field representatives and/or attorneys and/or accountants as it may deem necessary, and such agents and/or field representatives shall have full power and authority to open bank accounts in the name of Assignee or its nominees or agents and to deposit assigned assets or the proceeds thereof in such bank accounts and to draw checks thereon and with the further power and authority to do such other acts and to execute such papers and documents in connection with this Assignment as Assignee may consider necessary or advisable.

4. Certain Acknowledgments Regarding Transfer. Assignor acknowledges that certain of the assets being assigned under this General Assignment may be subject to restrictions on the use or transfer of such assets, the unauthorized use or transfer of which may result in further damages or claims. Such assets may include, without limitation, intellectual property rights of the Assignor (e.g., trade names, service names, registered and unregistered trademarks and service marks and logos; internet domain names; patents, patent rights and applications therefor, copyrights and registrations and applications therefor; software and source code (and software licenses with respect thereto); customer lists and customer information; know-how, trade secrets, inventions, discoveries, concepts, ideas, methods, processes, designs, formulae, technical data, drawings, specifications, data bases and other proprietary assets (collectively, "Intellectual Property")). Assignor represents and warrants that its officers, directors, shareholders, employees, agents, customers and other third parties have been advised not to use, remove or cause a transfer (other than pursuant to this General Assignment) of any of the assets of Assignor, including without limitation the Intellectual Property, either prior or subsequent to this General Assignment, except as expressly authorized in writing in advance, which written authorization is not inconsistent with or otherwise may constitute a breach of any other written agreement. Except as authorized in writing, which has been disclosed in writing to Assignee, Assignor further represents and warrants that no asset (including, without limitation, the Intellectual Property) has been transferred, used, or removed, in whole or in part, in a manner that interferes with the rights and interests of a third party(ies) in such asset or otherwise may constitute a breach of any contract with such third party(ies).

5. Representations and Warranties of the Assignor. Assignor represents and warrants to Assignee that as of the date hereof:

(a) Assignor has all requisite power and authority to execute, deliver and perform its obligations under this Assignment, including, without limitation, to transfer the property transferred to the Assignee hereby;

(b) the execution, delivery and performance by the Assignor of this Assignment has been duly authorized by all necessary corporate and other action and does not and will not require any registration with, consent or approval of, or notice to or action by, any person (including any governmental authority) in order to be effective and enforceable;

(c) this Assignment constitutes the legal, valid and binding obligation of the Assignor, enforceable against it in accordance with their respective terms; and

(d) all claims for wages, expense reimbursements, benefits and other compensation with priority over the Assignor's other creditors pursuant to California Code of Civil Procedure § 1204 accrued or otherwise arising prior to the date hereof have been paid in full.

6. Resignation and Replacement of Assignee. The Assignee may resign and be discharged from its duties hereunder at any time; provided that such resignation shall not become effective until a successor Assignee has been appointed by the resigning Assignee and such successor has accepted its appointment in writing delivered to the resigning Assignee. Any successor Assignee appointed hereunder shall execute an instrument accepting such appointment hereunder and shall deliver one counterpart thereof to the resigning Assignee. Thereupon such successor Assignee shall, without any further act, become vested with all the estate, properties, rights, powers, trusts, and duties of his predecessor in connection with the Assignment with like effect as if originally named therein, but the resigning Assignee shall nevertheless, when requested in writing by the successor Assignee, execute and deliver an instrument or instruments conveying and transferring to such successor Assignee all of the estates, properties, rights, powers and trusts of such resigning Assignor in connection with the Assignment, and shall duly assign, transfer, and deliver to such successor Assignee all property and money held by it hereunder.

7. Limitation of Liability. Assignor acknowledges that Assignee is acting solely as Assignee in connection with this Assignment and not in its personal capacity. As a result, Assignor expressly agrees that Assignee, its stockholders, officers and agents shall not be subject to any personal liability whatsoever to any person in connection with the affairs of this Assignment, except for its own misconduct knowingly and intentionally committed in bad faith. No provision of this Agreement shall be construed to relieve the Assignee from liability for its own misconduct knowingly and intentionally committed in bad faith, except that:

(a) The Assignee shall not be required to perform any duties or obligations except for the performance of such duties and obligations as are specifically set forth in this Assignment, and no implied covenants or obligations shall be read into this Assignment against the Assignee.

(b) In the absence of bad faith on the part of the Assignee, the Assignee may conclusively rely, as to the truth, accuracy and completeness thereof, on the statements and certificates or opinions furnished to the Assignee by the Assignor and conforming to the requirements of this Assignment.

(c) The Assignee shall not be liable for any error of judgment made in good faith.

(d) The Assignee shall not be liable with respect to any action taken or omitted to be taken by it in accordance with a written opinion of legal counsel addressed to the Assignee.

8. Reliance.

(a) The Assignee may rely and shall be protected in acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties.

(b) The Assignee may consult with legal counsel to be selected by it, and the Assignee shall not be liable for any action taken or suffered by it in accordance with the advice of such counsel.

(c) Persons dealing with the Assignee shall look only to the assignment estate to satisfy any liability incurred by the Assignee in good faith to any such person in carrying out the terms of this Assignment, and the Assignee shall have no personal or individual obligation to satisfy any such liability.

9. Headings. The headings used in this Assignment are for convenience only and shall be disregarded in interpreting the substantive provisions of this Assignment.

10. Forwarding of Mail. Assignor authorizes the forwarding of its mail by the U.S. Postal Service as directed by Assignee.

11. Counterparts. This Assignment agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.

12. Attorneys fees and costs. Except as set forth in the Fee Letter, the parties agree that each of them shall bear its own legal costs and expenses in connection with the negotiation, drafting, execution or enforcement of this Assignment.

13. Entire Agreement. This Assignment and the Fee Letter contain the entire agreement of the parties hereto with respect to the matters covered and the transactions contemplated hereby, and no other agreement, statement, representation, warranty or promise made prior hereto or contemporaneously herewith by any party hereto, or any employee, officer, agent, or attorney of any party hereto shall be valid or binding or relied upon by any party as an inducement to enter into, or as consideration for, this Assignment.

IN WITNESS WHEREOF the parties hereunder set their hands the day and year first above written.

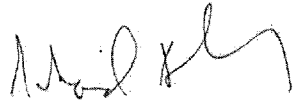
Assignor's Federal Tax I.D. Number:

**CASPIAN NETWORKS, INC., a Delaware Corporation, Assignor**

Federal # 77-0507110

By:   
Its: CHIEF FINANCIAL OFFICER

**Caspian (assignment for the benefit of creditors), LLC, a Delaware limited liability company, Assignee**

By:   
Its: MEMBER

ACKNOWLEDGMENT

State of California  
County of *Santa Clara*

On 9-22-2006 before me, A. Lawrence, Notary Public,  
personally appeared

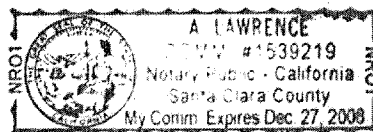
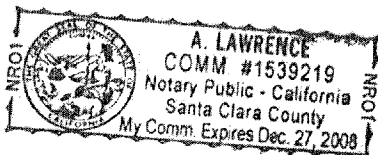
MICHAEL MAIDY  
\_\_\_\_\_  
\_\_\_\_\_

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. WITNESS my hand and official seal.

Signature *A. Lawrence* (Seal)

Name A. LAWRENCE

Commission Expires 12.27.2008



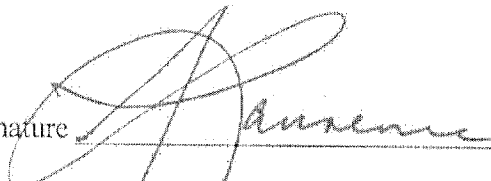
ACKNOWLEDGMENT

State of California  
County of Santa Clara

On 9-25-2006 before me, **A. Lawrence, Notary Public**,  
personally appeared

THOMAS E CARLSON

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. WITNESS my hand and official seal.

Signature  (Seal)  
Name: **A. LAWRENCE**  
Comm.Expr: **December 27, 2008**

