

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY AGREEMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| Pathfire, Inc. | 03/13/2008 |
| RECEIVING PARTY DATA | |
| Name: | Bank of Montreal, as Agent |
| Street Address: | 115 South LaSalle Street |
| City: | Chicago |
| State/Country: | ILLINOIS |
| Postal Code: | 60603 |
| PROPERTY NUMBERS Total: 3 | |
| Property Type | Number |
| Patent Number: | 7236738 |
| Application Number: | 10557674 |
| Application Number: | 10551397 |
| CORRESPONDENCE DATA | |
| Fax Number: | (312)803-5299 |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | |
| Phone: | (312) 845-3430 |
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| Correspondent Name: | Richard Kalwa |
| Address Line 1: | 111 West Monroe Street |
| Address Line 2: | Chapman and Cutler LLP |
| Address Line 4: | Chicago, ILLINOIS 60603 |
| ATTORNEY DOCKET NUMBER: | 1664432 |
| NAME OF SUBMITTER: | Richard Kalwa |
| Total Attachments: 4 source=2399789#page1.tif | |

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PATENT COLLATERAL AGREEMENT

This 13th day of March, 2008, PATHFIRE, INC., a Georgia corporation ("*Debtor*") with its principal place of business and mailing address at 750 W. John Carpenter Freeway, Suite 700, Irving, Texas 75039, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants a continuing security interest to BANK OF MONTREAL, a Canadian chartered bank acting through its Chicago branch ("*BMO*"), with its mailing address at 115 South LaSalle Street, Chicago, Illinois 60603, acting as administrative agent hereunder for the Secured Creditors defined in that certain Security Agreement referred to below (said BMO acting as such agent and any successor or successors to BMO acting in such capacity being hereinafter referred to as the "*Agent*"), in the following property:

(i) Each patent and patent application listed on Schedule A hereto and all of the inventions described and claimed therein and any and all reissues, continuations, continuations-in-part or extensions thereof; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any patent listed on Schedule A hereto, in each case together with the right to sue for and collect said damages;

to secure performance of all Secured Obligations as set out in that certain Amended and Restated Security Agreement dated as of even date herewith by and among the Debtor, the other debtors party thereto, and the Agent, as the same has been or may be amended, supplemented, modified or restated from time to time (the "*Security Agreement*").

Debtor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the patents and patent applications granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Patent Collateral Agreement to be duly executed as of the date and year last above written.

PATHFIRE, INC.

By 

Omar A. Choucair, President

BANK OF MONTREAL, as Agent

By _____

Name: _____

Title: _____

[Signature Page to Pathfire, Inc. Patent Collateral Agreement]

IN WITNESS WHEREOF, Debtor has caused this Patent Collateral Agreement to be duly executed as of the date and year last above written.

PATHFIRE, INC.

By _____
Omar A. Choucair, President

BANK OF MONTREAL, as Agent

By _____
Name: ~~Managing~~ Mark A. Pickos
Title: ~~Managing~~ Director

[Signature Page to Pathfire, Inc. Patent Collateral Agreement]

**SCHEDULE A
TO PATENT COLLATERAL AGREEMENT**

**U.S. PATENT NUMBERS
AND PENDING U.S. PATENT APPLICATION NUMBERS**

PATENTS

| CNTRY | APPLICATION NUMBER AND FILING DATE | TITLE | OWNER |
|--------------|---|---|----------------|
| US | 7,236,738 6/26/07 | Multicast Control Systems and Methods for Dynamic, Adaptive Time, Bandwidth, Frequency and Satellite Allocations | Pathfire, Inc. |

PATENT APPLICATIONS

| APPLICATION NUMBER AND FILING DATE | TITLE | OWNER |
|---|--|----------------|
| 10/557,674 11/18/05 | Systems and Methods of Multicast Transport Call Session Control for Improving Forward Bandwidth Utilization | Pathfire, Inc. |
| 10/551,397 3/30/04 | Cascading Key Encryption | Pathfire, Inc. |