## PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
Kayote Networks, Inc.	07/24/2008
XConnect Global Networks, Ltd.	07/24/2008

# **RECEIVING PARTY DATA**

Name:	XConnect Global Networks Ltd.	
Street Address:	145-157 St. John Street	
City:	London	
State/Country:	UNITED KINGDOM	
Postal Code:	EC1V 4PY	

### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	11915143

## **CORRESPONDENCE DATA**

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ATTORNEY DOCKET NUMBER:	080515-000200US
NAME OF SUBMITTER:	Darin J. Gibby

**Total Attachments: 3** 

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Attorney Docket No. 080515-000200US

Document: 1352429

THIS ASSIGNMENT is made this 24 to day of Twy 2008

## **BETWEEN**:

- (1) **KAYOTE NETWORKS, INC**, a US company having a place of business at PO Box 149, Passaic, New Jersey 07055, USA;
- (2) **XCONNECT GLOBAL NETWORKS LTD**, a company registered in England and Wales with registered number 05365669, having a place of business at 145-147 St John Street, London, EC1V 4PY, United Kingdom;

(together the "Assignors")

and

(3) **XCONNECT GLOBAL NETWORKS LTD**, a company registered in England and Wales with registered number 05365669, having a place of business at 145-147 St John Street, London, EC1V 4PY, United Kingdom (the "Assignee").

### **WHEREAS**

- (A) The Assignors have applied for patents and/or are prosecuting patent applications sharing common priority from US priority filing no. 60/685232 (the "Priority Document").
- (B) The Assignors have agreed to assign US Application No. 11/915143 (the "US Application") and all their rights, title and interest therein upon the terms and conditions set out below to the Assignee.

Attorney Docket No. 080515-000200US

#### **OPERATIVE PROVISIONS**

### 2. ASSIGNMENT

1.1 For the purposes of this Agreement, the term "US Application" shall include the US Application together with any and all other applications, continuations, continuations in part,

divisional applications and all other associated rights sharing common priority from the

Priority Document.

1.2 In consideration of the sum of £1 (one Pound Sterling) and other good and valuable

consideration (the receipt and sufficiency of which the Assignors hereby acknowledge) the

Assignors with full title guarantee HEREBY ASSIGN unto the Assignee:

a) the US Application to hold unto the Assignee absolutely;

b) the absolute entitlement to any patents granted or to be granted pursuant to the

US Application, and the full and exclusive benefits thereof, for the full term of

such patents;

c) the right to bring proceedings as may be necessary for the recovery of damages

or otherwise in respect of all infringements of the US Application or any patent or

patents granted pursuant to the US Application whether such infringements take

place before or after the date of this US Application; and

d) the right to apply for, prosecute and obtain patent or similar protection in the UK

and all other countries of the world for an invention embodied by the US

Application, including the right to claim priority from such applications.

#### 2. FURTHER ASSURANCES

2.1 The Assignors HEREBY COVENANT with the Assignee that the Assignors will at the expense of the Assignee execute sign and do all such instruments, applications, documents, acts and things as may reasonably be required by the Assignee to enable the Assignee (or the nominee of the Assignee) to enjoy the full benefit of the property and rights assigned in accordance with clause 1 above and (if requested to do so by the Assignee) to apply for and obtain a patent or patents under the Patent Cooperation Treaty or other similar forms of protection.

#### 3. GOVERNING LAW

**RECORDED: 08/04/2008** 

3.1 This Agreement shall be governed by and construed in accordance with English law and the parties agree that any and all disputes arising out of this Agreement shall be determined by the English courts and the parties agree to submit to their exclusive jurisdiction.

IN WITNESS of which the parties have caused this Agreement to be duly executed the day and year first above written.

SIGNED for and on behalf of

KAYOTE NETWORKS, INC

By:

Title:

Date:

SIGNED for and on behalf of

XCONNECT GLOBAL NETWORKS LTD

By:

Title:

Date:

Date:

24/7/88