

**PATENT ASSIGNMENT**

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Kayote Networks, Inc	04/17/2008
XConnect Global Networks, Ltd	04/17/2008
RECEIVING PARTY DATA	
Name:	XConnect Global Networks Ltd
Street Address:	145-147 St John Street
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	EC1V 4PY
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11915231
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NAME OF SUBMITTER:	Daniel F. Drexler
Total Attachments: 3 source=24D7549#page1.tif source=24D7549#page2.tif source=24D7549#page3.tif	

CH \$40.00 11915231

**AGREEMENT** made this 17 day of April 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 International Application no. PCT/IL2006/000608 (the "Priority Document").
- (B) The Assignors have agreed to assign US Patent Application no. 11/915, 231 (referred to as the "US Application) and all their rights, title and interest therein upon the terms and conditions set out below to the Assignee

## **OPERATIVE PROVISIONS**

### **1. ASSIGNMENT**

- 1.1 For the purpose of this agreement, the term "US Application" shall include the US Application together with any and all other applications, 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 all such 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 assignment; 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 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 European Patent Convention or other similar forms of protection.

2.2 The Assignee agrees to pay the reasonable third party costs of the Assignor incurred in giving effect to clause 2.1 above, subject to the Assignor first having obtained the Assignee's written consent to the amount of such costs to be incurred.

**3. GOVERNING LAW**

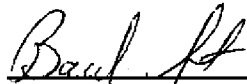
This Agreement shall be governed by and construed in accordance with English law and the parties agree that any and all disputes arising out of this Agreement shall be determined by the English courts and the parties agree to submit to their exclusive jurisdiction.

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:

\_\_\_\_\_  
CEO

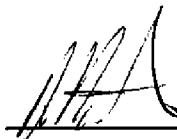
Date:

\_\_\_\_\_

for and on behalf of

**XCONNECT GLOBAL NETWORKS LTD**

By:

  
\_\_\_\_\_

Title:

\_\_\_\_\_  
CEO

Date:

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