

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
UBIQUISYS LIMITED	05/21/2008

RECEIVING PARTY DATA

Name:	NOBLE VENTURE FINANCE II S.A.
Street Address:	3-5 Place Winston Churchill
City:	Luxembourg
State/Country:	LUXEMBOURG
Postal Code:	L-1340

PROPERTY NUMBERS Total: 10

Property Type	Number
Application Number:	11664361
Application Number:	11664425
Application Number:	11664426
Application Number:	11664360
Application Number:	11664362
Application Number:	11801337
Application Number:	11801420
Application Number:	11801419
Application Number:	11827099
Application Number:	11890301

CORRESPONDENCE DATA

Fax Number: (703)766-3644

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PATENT

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REEL: 021484 FRAME: 0270

OP \$400.00 11664361

Correspondent Name: KED & ASSOCIATES LLP
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Address Line 4: Herndon, VIRGINIA 20171

ATTORNEY DOCKET NUMBER:

MUG-0010X JCE

NAME OF SUBMITTER:

John C. Eisenhart

Total Attachments: 8

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DATED

21 May

2008

(1) UBIQUISYS LIMITED (AS BORROWER)

(2) NOBLE VENTURE FINANCE II S.A. (AS
LENDER)

DEBENTURE

THIS DEED is dated 21 May 2008 and made between

1. **Noble Venture Finance II S.A.**, a *société anonyme*, incorporated in Luxembourg with its registered office at 3-5 Place Winston Churchill, L-1340 Luxembourg (the 'Lender').
2. **Ubiquisys Limited**, a private company incorporated in England with company number 5247998 whose registered office is at Park Gate Second Floor, 25 Milton Park, Abingdon, Oxfordshire OX14 4SH (the 'Borrower').

Operative provisions:-

1 **INTERPRETATION**

1.1 In this Debenture:-

"Acts" means the Law of Property Act 1925 and the Insolvency Act 1986 (or any statutory modification or re-enactment of those acts for the time being in force);

"Assets" means the whole of the property (including the uncalled capital) which is or may be from time to time comprised in the property and undertaking of the Borrower;

"Environmental Laws" means the common law and all applicable laws, rules, regulations or requirements concerning discharges of contaminants, occupational or public health and safety of the environment;

"Facility Agreement" means the £4,500,000 facility agreement dated on or about the date of this Debenture between (1) the Borrower, and (2) the Lender;

"Property" means all leasehold and freehold property referred to in Clauses 2.1.1 and 2.1.2;

"Receiver" means an administrative receiver, receiver and manager or other receiver appointed pursuant to this Debenture in respect of the Borrower or over all or any of the Assets charged by this Debenture;

"Secured Liabilities" means all or any monies and liabilities which shall from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to the Lender by the Borrower under each of the Documents, whether actually or contingently, solely or jointly and whether as principal or surety; and

"Winding-up" means winding up, amalgamation, reconstruction, administration, dissolution, liquidation, merger or consolidation or any analogous procedure or step in any jurisdiction.

1.2 Clause headings are for ease of reference only.

1.3 Capitalised terms defined in the Facility Agreement have, unless expressly defined in this Debenture or the context otherwise requires, the same meaning in this Debenture.

- 1.4 This Debenture does not confer any rights on any person not a party to it pursuant to the Contracts (Rights of Third Parties) Acts 1999.

2 **CHARGE**

2.1 The Borrower hereby covenants on demand to pay or discharge the Secured Liabilities to the Lender, as the same shall fall due. As continuing security for the payment and discharge of the Secured Liabilities, the Borrower hereby charges to the Lender, with full title guarantee:-

- 2.1.1 by way of legal mortgage, all freehold and leasehold property now vested in the Borrower, together with all buildings, fixtures (including trade fixtures) and fixed plant and machinery from time to time on that property and all rents receivable from any lease granted out of any such property;
- 2.1.2 by way of fixed charge, all estates or interests in any freehold and leasehold property of the Borrower (not being Property charged by Clause 2.1.1) now and in the future vested in the Borrower, together with all buildings, fixtures (including trade fixtures) and fixed plant and machinery from time to time on that property and all rents receivable from any lease granted out of any such property;
- 2.1.3 by way of fixed charge, all present and future plant and machinery, vehicles, computers and office equipment and any other equipment and chattels owned by the Borrower (including but not limited to those listed in Schedule 1) and any rights relating to the purchase, hire, hire purchase or maintenance of the same;
- 2.1.4 by way of fixed charge, all present and future stocks, shares bonds and securities of any kind whatsoever; whether marketable or otherwise and all other interests (including but not limited to loan capital) of the Borrower, both present and future, in any company, firm, consortium or entity wheresoever situate (including all allotments, offers, rights, benefits and advantages whatsoever at any time accruing, offered or arising in respect of or incidental to the same);
- 2.1.5 by way of fixed charge, all the goodwill and uncalled capital for the time being of the Borrower;
- 2.1.6 by way of fixed charge, all book debts and other debts now and in the future due or owing to the Borrower by way of fixed charge provided that the charge granted pursuant to this Clause 2.1.6 may be discharged by the Lender in the event that the block discounting or factoring facility in referred to in Clause 2.6 of the Facility Agreement is entered to the satisfaction of the Lender;
- 2.1.7 by way of fixed charge, the Intellectual Property Rights now and in the future owned by the Borrower (including but not

limited to those listed in Schedule 2) provided that the charge granted pursuant to this Clause 2.1.7 shall be discharged by the Lender in the event that either of the matters set out in Clause 2.5 of the Facility Agreement is fulfilled to the satisfaction of the Lender (acting reasonably);

2.1.8 by way of fixed charge, all other choses in action and claims now and in the future belonging to the Borrower;

2.1.9 by way of floating charge (to which paragraph 14 of Schedule B1 of the Insolvency Act 1986 applies), all the Borrower's present and future undertaking and assets, whatever and wherever, including (without limitation) all other property and assets not subject to a mortgage or fixed charge under this Debenture.

3 COVENANTS

3.1 The Borrower shall not, without the prior written consent of the Lender (such consent not to be unreasonably withheld):-

3.1.1 (except for any Security Interest: (a) created in favour of the Lender under or pursuant to this Debenture or (b) permitted by the terms of the Facility Agreement) create or permit to subsist any mortgage, charge or lien on any of its Assets nor increase or extend any liabilities of the Borrower secured on the Assets;

3.1.2 except as permitted by the terms of the Facility Agreement, sell, transfer or otherwise dispose of its undertaking and other assets or any part of them, except by getting in and realising them in the ordinary and proper course of its business;

3.1.3 pull down or remove all or any part of the buildings forming part of the Property or sever, unfix or remove any of the fixtures on the Property nor (except for necessary repairs or the substitution of full value replacements) remove any plant and machinery from the Property;

3.1.4 deal with its book or other debts or securities for money except by getting in and realising them in the ordinary and proper course of its business, but so that this exception shall not permit the realisation of debts by means of block discounting or factoring, save where such arrangement is permitted by the Lender in accordance with the Facility Agreement and where such arrangement is permitted by the Lender the restrictions in this clause will not apply; or

3.1.5 grant or accept a surrender of any lease or licence of or part with or share possession or occupation of the Property or any part of it.

3.2 The Borrower shall;

SCHEDULE 2

Intellectual Property Rights

Awarded Patents

Title	Reference	Description
A user-installable, self-configuring GSM/UMTS basestation	UK Patent No. 2430120	User of UMA as backhaul for GSM/UMTS basestation
A user-installable, self-configuring GSM/UMTS basestation	UK Patent No. 2432082	• Use of SIM card in a user-installable, self-configuring GSM/UMTS basestation
A user-installable, self-configuring GSM/UMTS basestation	UK Patent No. 2430839	• Use of SIM card in a GSM/UMTS basestation where the SIM card identifies the basestation (not the user)

Filed Patent Applications

Patent	Reference	Description
Self-Configuring Basestation	UK 0515888.6 PCT/GB2006/002816 US 11/664361	<ul style="list-style-type: none">• RF self-configuring mechanism for a basestation• Use of SIM for authentication and security• Access Control mechanism• Use of UMA as backhaul for GSM/UMTS basestation• Inter-ZAP handover mechanism
Local Area Basestation – Services capability	UK 0610650.4 PCT/GB2006/002819 US 11/664425	<ul style="list-style-type: none">• Support direct access to internet and home LAN from phone camped on basestation• ZAP-to-ZAP direct peer connection• Termination of ciphering within basestation• Association of SIM number/identity in ZAP with other devices on the home LAN• Proxy functions enabling legacy phones to support new services• Cordless phone equivalence service
Unified Authentication for SIP and UMA	PCT/GB2006/002838 US 11/664426	<ul style="list-style-type: none">• Authenticates to MNO Network appearing as WiFi handset• ZAP behave as mobile to generate / terminate messages / calls; secure portal to home LAN• Mechanism to obtain cipher keys
Automatic identifier allocation	PCT/GB2006/002824	<ul style="list-style-type: none">• ZAP selects own location area• Rejection of unauthorised user• Mapping of large sets of locally unique

	US 11/664360	Location Areas to a smaller set supported by MSC
Handover in a Mobile Communications Network	PCT/GB2006/002820 US 11/664362	<ul style="list-style-type: none"> Handover mechanism between femtocell and macrocell supporting both UMA and SIP interfaces
Synchronisation Techniques	UK 0617004.7 PCT/GB2007/003261	<ul style="list-style-type: none"> Femtocell with timing sources from macrocell network and IP network; local decision-making to select between them
Radio Resource Management Algorithm	UK 0702094.4 US 11/801337 PCT	<ul style="list-style-type: none"> Algorithms for setting the transmit power of the femtocell and attached UEs based on measurements of a number of parameters observable by the femtocell Use of management system to inform user to resite femtocell
Radio Based Timing	UK 0702089.4 US 11/801420	<ul style="list-style-type: none"> Obtaining synchronisation information from macrocells and from measurements initiated on attached UEs which can observe macrocells
Terminal Mode Implementation	UK 0702093.6	<ul style="list-style-type: none"> Fast ("Sniff mode") and slow ("Down Link Monitor Mode") measurements on surrounding macrocells and ZAPs for RF parameter monitoring and synchronisation
Location detection	UK 0702095.1	<ul style="list-style-type: none"> A number of methods to locate the femtocell including observations of power levels and timing offsets from surrounding nodeBs and measurements obtained from attached UEs
Double-stack architecture	UK 0703603.1 US 11/801419	<ul style="list-style-type: none"> Protocol stack architecture which enables Services and Data off-load
Smart UE Registration Rejection	UK 0710875.6 US 11/827099	
Synchronisation Techniques (2)	UK 0712253.4	<ul style="list-style-type: none"> Adaptive operation of IP Timing depending on temperature, time since last groom etc.
ZAP-to-ZAP Synchronisation	UK 0712255.9 US 11/890301	<ul style="list-style-type: none"> ZAP with macro network coverage acting as IP timeserver to ZAP coverage
Sticky Coverage	UK 0721083.4	

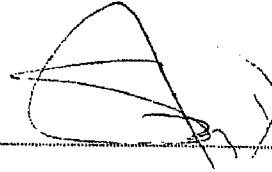
EXECUTION PAGE

Executed as a deed on behalf of
Ubiquisys Limited

acting by



Director



Director/Secretary

Signed by
for and on behalf of
Noble Venture Finance II SA
in the presence of

WITNESS:

Signature

Full Name:

Address:

This Debenture shall be governed by and construed in accordance with English law and the parties agree that the country of England and Wales will have exclusive jurisdiction to settle any dispute that may arise out of or in connection with this Debenture.

IN WITNESS WHEREOF this Debenture has been duly executed as a deed by the Borrower and is intended to be and is hereby delivered as a deed the day and year first above written and has been signed on behalf of the Lender.

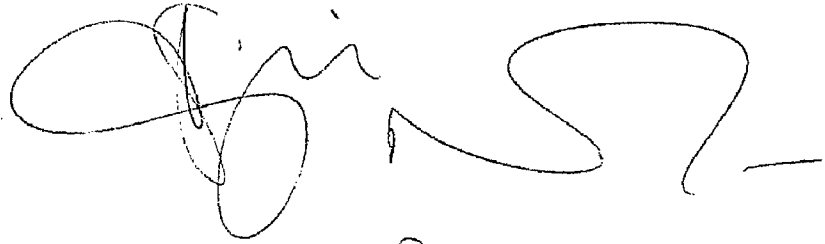
Executed as a deed on behalf of
Ubiquisys Limited

Director

acting by

Director/Secretary

Signed by
for and on behalf of
Noble Venture Finance II SA
in the presence of



WITNESS:

Signature

Reuter

Full Name:

REUTER Sophie

Address:

3-5 PLACE ANASTON CHURCHILL
L-1340 LUXEMBOURG

Beere

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