

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
Warren S. Hilton		09/15/2004
Michael S. Giniger		09/15/2004
RECEIVING PARTY DATA		
Name:	Fieldpoint Networks, Incorporated	
Street Address:	54 Kaileys Way	
City:	Groton	
State/Country:	MASSACHUSETTS	
Postal Code:	01450	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	12206263	
CORRESPONDENCE DATA		
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ATTORNEY DOCKET NUMBER:	070-003	
NAME OF SUBMITTER:	Adam J. Cermak	
Total Attachments: 2		
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INTELLECTUAL PROPERTY RIGHTS
ASSIGNMENT AND AGREEMENT

This INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AND AGREEMENT (this "Agreement") is made as of the 15th day of September, 2004, by and among Fieldpoint Networks, Incorporated, a Delaware corporation with an office at 54 Kaileys Way, Groton, Massachusetts ("Fieldpoint"), Warren S. Hilton, an individual with a residence at 54 Kaileys Way, Groton, Massachusetts ("Hilton") and Michael L. Giniger, an individual with a residence at 110 Hill Road, Groton, Massachusetts (Giniger"). Hilton and Giniger are each herein an "Assignor" and collectively, "Assignors".

WHEREAS, Assignors are the inventors and sole owners of certain utility methods, technology and know-how known by the Assignors as Automated Operation and Security System for Virtual Private Networks, subject of letters patent granted by the U.S. Patent and Trademark Office as patent No. 6,751,729 issued on June 15, 2004, and including without limitation all divisional patents, or divisional applications, all continuations, continuation-in-part and reissues thereof, and including without limitation all intellectual property rights related thereto in the form of trademark rights, copyrights, United States and foreign patent rights, trade secrets and otherwise, hereinafter collectively referred to as the "Patent"; and

WHEREAS, Assignors desire to assign the Patent to Fieldpoint in exchange for an interest in Fieldpoint, and Fieldpoint desires to accept such assignment;

NOW, THEREFORE, in consideration of the premises and mutual promises herein contained, Fieldpoint and Assignors hereby agree as follows:

1. Assignors hereby sell, transfer, quitclaim and assign all worldwide rights, title, interest, moral rights and ownership rights in and to the Patent to Fieldpoint.

2. Assignors and Fieldpoint acknowledge that, in consideration for the assignment made herein, Assignors have received such equity interest in Fieldpoint as is set forth in its corporate stock ledger, which equity interest is acknowledged by Assignors and Fieldpoint to be one hundred percent (100%) of all issued and outstanding shares of Fieldpoint as of the date of this Agreement.

3. FIELDPOINT HEREBY ACKNOWLEDGES AND AGREES THAT THE PATENT IS PROVIDED AS IS AND ASSIGNORS MAKE NO REPRESENTATION OR WARRANTY REGARDING THE PATENT WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTY THAT THE PATENT PROVIDES ANY PARTICULAR FUNCTIONALITY, ANY WARRANTY THAT THE PATENT WILL OPERATE WITH ANY COMPUTER SYSTEM, ANY WARRANTY THAT THE PATENT IS FREE OF DEFECTS OR ANY REPRESENTATION OR WARRANTY THAT THE PATENT DOES NOT INFRINGE THE RIGHTS OF ANY THIRD PARTY.

4. Fieldpoint assumes all liability relating to the Patent and agrees to indemnify, defend and hold Assignors harmless from and against all claims arising out of or relating to the

Patent. Assignors shall not be liable with respect to any such claims whether under a contract, negligence, strict liability, warranty, product liability or other legal theory. Fieldpoint acknowledges and agrees that this indemnity and limitation of liability is a fundamental aspect of this Agreement and that Assignors have been induced to enter this Agreement by, among other things, the foregoing indemnity and limitation of liability.

5. This Agreement is and shall be deemed to be a contract executed and entered into in the Commonwealth of Massachusetts. This Agreement shall be construed and the obligations, rights and remedies of the parties hereunder shall be determined in accordance with the laws of said Commonwealth without resort to its conflict of laws rules.

6. Any provision of this Agreement which is prohibited, or which is held to be void or unenforceable shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

7. No amendment, change or modification of this Agreement shall be valid, unless in writing and signed by all the parties hereto. No waiver by any party hereto of a breach of any provision of this Agreement shall constitute a waiver of any preceding or succeeding breach of the same or any other provision hereof.

8. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective heirs, personal representatives, executors, successors and assigns; provided, however, that this Agreement cannot be assigned or hypothecated by Assignors to a third party without the written consent of Fieldpoint. This Agreement constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, Fieldpoint and Assignors have executed this Agreement as of the date first above written.

FIELDPOINT NETWORKS INCORPORATED	ASSIGNORS
By: <u>Warren S. Hilton</u> Warren S. Hilton, President	<u>Warren S. Hilton</u> Warren S. Hilton, individually
	<u>Michael L. Giniger</u> Michael L. Giniger, individually

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