

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT														
NATURE OF CONVEYANCE:	ASSIGNMENT														
CONVEYING PARTY DATA															
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%; text-align: center;">Name</td> <td style="width: 30%; text-align: center;">Execution Date</td> </tr> <tr> <td>Popular Telephony, Inc.</td> <td>10/30/2008</td> </tr> </table>			Name	Execution Date	Popular Telephony, Inc.	10/30/2008									
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Popular Telephony, Inc.	10/30/2008														
RECEIVING PARTY DATA															
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>Quintence Properties KG, LLC</td> </tr> <tr> <td>Street Address:</td> <td>160 Greentree Drive</td> </tr> <tr> <td>Internal Address:</td> <td>Suite 101</td> </tr> <tr> <td>City:</td> <td>Dover</td> </tr> <tr> <td>State/Country:</td> <td>DELAWARE</td> </tr> <tr> <td>Postal Code:</td> <td>19904</td> </tr> </table>				Name:	Quintence Properties KG, LLC	Street Address:	160 Greentree Drive	Internal Address:	Suite 101	City:	Dover	State/Country:	DELAWARE	Postal Code:	19904
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Street Address:	160 Greentree Drive														
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PROPERTY NUMBERS Total: 4															
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CORRESPONDENCE DATA															
<p>Fax Number: (216)696-8731</p> <p><i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 216-696-8730</p> <p>Email: rwardzala@thepatentattorneys.com</p> <p>Correspondent Name: Amin, Turocy & Calvin, LLP</p> <p>Address Line 1: 127 Public Square</p> <p>Address Line 2: 57th Floor, Key Tower</p> <p>Address Line 4: Cleveland, OHIO 44114</p>															
ATTORNEY DOCKET NUMBER:	VPOPP101US - VPOPP101USC														
NAME OF SUBMITTER:	Himanshu S. Amin														

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PATENT

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Total Attachments: 4

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ASSIGNMENT OF PATENT RIGHTS

For good and valuable consideration, the receipt of which is hereby acknowledged, Popular Telephony, Inc., a Delaware corporation, with an office at 30 Rudnick Lane, Suite 100, Dover, DE 19901 ("**Assignor**"), does hereby sell, assign, transfer, and convey unto Quintence Properties KG, LLC, a Delaware limited liability company, with an address at 160 Greentree Drive, Suite 101, Dover, DE 19904 ("**Assignee**"), or its designees, all right, title, and interest that exist today and may exist in the future in and to any and all of the following (collectively, the "**Patent Rights**"):

(a) the provisional patent applications, patent applications and patents listed in the table below (the "**Patents**");

<u>Patent or Application No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Title of Patent and First Named Inventor</u>
6,956,827	US	3/15/2004	Distribution of Identifiers in Serverless Networks Julius Goryavsky
10/641,821	US	8/15/2003	Serverless and switchless internet protocol telephony system and method Dmitry Goroshevsky
11/136,320	US	5/23/2005	Distribution of Identifiers in Serverless Networks Julius Goryavsky
2006-523359	Japan	08/11/2004	Serverless and switchless internet protocol telephony system and method Dmitry Goroshevsky
200480026572.1	China	08/11/2004	Serverless and switchless internet protocol telephony system and method Dmitry Goroshevsky

(b) all patents and patent applications (i) to which any of the Patents directly or indirectly claims priority, (ii) for which any of the Patents directly or indirectly forms a basis

for priority, and/or (iii) that were co-owned applications that incorporate by reference, or are incorporated by reference into, the Patents;

(c) all reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, divisions, registrations of any item in any of the foregoing categories (a) and (b);

(d) all foreign patents, patent applications, and counterparts relating to any item in any of the foregoing categories (a) through (c), including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants or issuances;

(e) all items in any of the foregoing in categories (b) through (d), whether or not expressly listed as Patents below and whether or not claims in any of the foregoing have been rejected, withdrawn, cancelled, or the like;

(f) inventions, invention disclosures, and discoveries described in any of the Patents and/or any item in the foregoing categories (b) through (e) that (i) are included in any claim in the Patents and/or any item in the foregoing categories (b) through (e), (ii) are subject matter capable of being reduced to a patent claim in a reissue or reexamination proceedings brought on any of the Patents and/or any item in the foregoing categories (b) through (e), and/or (iii) could have been included as a claim in any of the Patents and/or any item in the foregoing categories (b) through (e);

(g) all rights to apply in any or all countries of the world for patents, certificates of invention, utility models, industrial design protections, design patent protections, or other governmental grants or issuances of any type related to any item in any of the foregoing categories (a) through (f), including, without limitation, under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement, or understanding;

(h) all causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, any of the Patents and/or any item in any of the foregoing categories (b) through (g), including, without limitation, all causes of action and other enforcement rights for

- (1) damages,
- (2) injunctive relief, and
- (3) any other remedies of any kind

for past, current, and future infringement; and

(i) all rights to collect royalties and other payments under or on account of any of the Patents and/or any item in any of the foregoing categories (b) through (h).

Assignor represents, warrants and covenants that:

(1) Assignor has the full power and authority, and has obtained all third party consents, approvals and/or other authorizations required to enter into this Agreement and to carry out its obligations hereunder, including the assignment of the Patent Rights to Assignee; and

(2) Assignor owns, and by this document assigns to Assignee, all right, title, and interest to the Patent Rights, including, without limitation, all right, title, and interest to sue for infringement of the Patent Rights. Assignor has obtained and properly recorded previously executed assignments for the Patent Rights as necessary to fully perfect its rights and title therein in accordance with governing law and regulations in each respective jurisdiction. The Patent Rights are free and clear of all liens, claims, mortgages, security interests or other encumbrances, and restrictions. There are no actions, suits, investigations, claims or proceedings threatened, pending or in progress relating in any way to the Patent Rights. There are no existing contracts, agreements, options, commitments, proposals, bids, offers, or rights with, to, or in any person to acquire any of the Patent Rights.

Assignor hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents, certificates of invention, utility models or other governmental grants or issuances that may be granted upon any of the Patent Rights in the name of Assignee, as the assignee to the entire interest therein.

Assignor will, at the reasonable request of Assignee and without demanding any further consideration therefore, do all things necessary, proper, or advisable, including without limitation, the execution, acknowledgment, and recordation of specific assignments, oaths, declarations, and other documents on a country-by-country basis, to assist Assignee in obtaining, perfecting, sustaining, and/or enforcing the Patent Rights. The terms and conditions of this Assignment of Patent Rights will inure to the benefit of Assignee, its successors, assigns, and other legal representatives and will be binding upon Assignor, its successors, assigns, and other legal representatives.

IN WITNESS WHEREOF this Assignment of Patent Rights is executed at _____
on October 30, 2008.

ASSIGNOR:

Popular Telephony, Inc.

By: _____

Name: Dmitry Goroshevsky

Title: CEO

(Signature MUST be notarized)



Page 3



31 octobre 2008

Vu uniquement pour la certification
matérielle de la signature de :

Dmitry GOROSHEVSKY
né le 10.12.1969
Le 31.10.2008

Cette certification ne comporte aucune
vérification de l'exactitude des faits
et qualités mentionnés dans le présent
document

PATENT

REEL: 022034 FRAME: 0288

STATE OF _____)
) ss.
COUNTY OF _____)

On _____, before me, _____,
Notary Public in and for said State, personally appeared _____,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the
person whose name is subscribed to the within instrument and acknowledged to me that
he/she executed the same in his/her authorized capacity, and that by his/her signature on the
instrument the person, or the entity upon behalf of which the person acted, executed the
instrument.

WITNESS my hand and official seal.

Signature _____ (Seal)