

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Asset Purchase Agreement

CONVEYING PARTY DATA

Name	Execution Date
Oz Communications Inc.	11/03/2008

RECEIVING PARTY DATA

Name:	Nokia Corporation
Street Address:	Keilalahdentie 4
City:	Espoo
State/Country:	FINLAND
Postal Code:	02150

PROPERTY NUMBERS Total: 13

Property Type	Number
Application Number:	11068082
Application Number:	11356462
Application Number:	12065287
Application Number:	12088456
Application Number:	10579610
Application Number:	12093606
Application Number:	12094894
Application Number:	11853258
Application Number:	11945294
Application Number:	11972079
Application Number:	11624889
Application Number:	12033489
Application Number:	12165849

CORRESPONDENCE DATA

PATENT

500773868

REEL: 022215 FRAME: 0686

CH \$520.00 11068082

Fax Number: (972)894-5619

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 972-894-5931

Email: denise.m.wilson@nokia.com

Correspondent Name: Nokia Inc.

Address Line 1: 6021 Connection Drive

Address Line 2: Mail Drop 2-5-520

Address Line 4: Irving, TEXAS 75039

ATTORNEY DOCKET NUMBER:

PURCHASE - OZ

NAME OF SUBMITTER:

Anand Gupta

Total Attachments: 15

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## OTS ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "Agreement") dated November 3, 2008, between OZ Technical Services Inc., a corporation organized under the Laws of Canada (the "OTS") and Nokia Corporation, a corporation organized under the Laws of Finland (the "Purchaser").

### RECITALS

- (a) Oz Communications Inc. and Purchaser are parties to a share purchase agreement (the "Share Purchase Agreement") by and among the Purchaser, Zinfandel Acquisition Limited, a wholly owned subsidiary of the Purchaser, the Company and the persons listed in Schedule 1.1 of the Share Purchase Agreement. Capitalized terms not defined herein have the meaning ascribed to them in the Share Purchase Agreement.
- (b) As a condition precedent to the closing of the transaction contemplated in the Share Purchase Agreement, OTS must sell, transfer and assign to Purchaser the OTS Purchased Assets used in its business.
- (c) OTS wishes to sell and the Purchaser wishes to purchase such assets upon the terms and conditions contained in this Agreement.

In consideration of the foregoing and the mutual agreements contained in this Agreement (the receipt and adequacy of which are acknowledged), the parties agree as follows.

### Section 1 Purchase and Sale.

Subject to the terms and conditions of this Agreement, effective at 11:58 p.m. on November 3, 2008, OTS hereby sells, assigns and transfers to the Purchaser and the Purchaser hereby purchases from OTS the assets listed in Schedule "A" (collectively, the "OTS Purchased Assets").

### Section 2 Purchase Price.

The purchase price payable by the Purchaser to OTS for the OTS Purchased Assets is exclusive of all applicable sales and transfer taxes. The purchase price shall be paid on the date hereof by the Purchaser issuing to OTS an unsecured, non-interest bearing demand promissory note in the principal amount of (the "Promissory Note") and OTS shall be entitled to receive on the date hereof the Promissory Note.

### Section 3 Habendum.

To have and to hold the OTS Purchased Assets hereby sold, assigned, conveyed and transferred and all right, title and interest of OTS in and to the OTS Purchased Assets to the use of the Purchaser and its successors and assigns forever.

**Section 4 Exclusions.**

Nothing in this agreement shall be construed as an attempt to assign to the Purchaser any Contract or other asset which would otherwise be an OTS Purchased Asset but which, as a matter of law or by agreement, is not assignable in whole or in part without notice to or the Consent of the other party or parties thereto and in respect of which no such notice or Consent has been given.

**Section 5 Subject to Purchase Agreement.**

This agreement is subject to the terms and conditions of the Purchase Agreement and any right of the Purchaser or any of its affiliates to seek any Damages with respect to the transactions contemplated by this Agreement (including in respect of any taxes incurred by OTS in connection with this Agreement) shall be limited to those rights set out in the Share Purchase Agreement and subject to the limitations set out therein. In the event of any conflict or inconsistency between the provisions of this agreement and the provisions of the Share Purchase Agreement, the provisions of the Share Purchase Agreement shall prevail.

**Sales and Transfer Taxes**

The Purchaser shall pay direct to the appropriate governmental authority all sales and transfer taxes, registration charges and transfer fees, other than the goods and services tax and harmonized sales tax imposed under Part IX of the *Excise Tax Act* (Canada) and any similar value-added or multi-staged tax imposed under any applicable provincial or territorial legislation, payable by it in respect of the purchase and sale of the OTS Purchased Assets and, upon the reasonable request of OTS, the Purchaser shall furnish proof of such payment.

**Goods and Services Tax and Harmonized Sales Tax**

The Purchaser shall be liable for and shall pay to OTS an amount equal to any goods and services tax and harmonized sales tax payable by the Purchaser and collectible by OTS under the *Excise Tax Act* (Canada), plus an amount equal to any similar value added or multi-staged tax imposed by any applicable provincial or territorial legislation, in connection with the purchase and sale of the OTS Purchased Assets under this Agreement.

**Section 6 Further Assurances.**

OTS shall from time to time do all such acts and things and execute and deliver all transfers, assignments and instruments as the Purchaser may reasonably require for more effectively and completely vesting in the Purchaser the OTS Purchased Assets and otherwise carrying out the intent of this Agreement.

**Section 7 Binding Nature.**

This agreement shall enure to the benefit of and be binding upon the Purchaser and OTS and their respective successors.

**Section 8 Miscellaneous.**

Article 12 of the Share Purchase Agreement, but excluding Subsection 12.7 thereof, is hereby incorporated by reference and shall, *mutatis mutandis*, form part of this Agreement.

**Section 9      Currency.**

All references in this Agreement to dollars, unless otherwise specifically indicated, are expressed in the lawful currency of the United States of America.

**Section 10     Governing Law.**

This Agreement is a contract made under and shall be governed by and construed in accordance with the laws of the Province of Quebec and the federal laws of Canada applicable in the Province of Quebec.

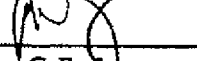
**Section 11     Counterparts.**

This Agreement may be executed in any number of counterparts, including counterparts by facsimile, and all such counterparts taken together will be deemed to constitute one and the same instrument.

*[Remainder of the page intentionally left blank. Signature page follows.]*

IN WITNESS WHEREOF the parties have executed this Asset Purchase Agreement  
as of the date first written above.

NOKIA CORPORATION

By:   
Thomas C. Furlong  
Senior Vice-President, Nokia S&S

By: \_\_\_\_\_  
Bruce Bowden  
Vice-President, Nokia M&A

OZ TECHNICAL SERVICES INC.

By: \_\_\_\_\_  
Name:  
Title:

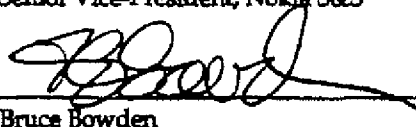
By: \_\_\_\_\_  
Name:  
Title:

[OTS Asset Purchase Agreement]

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Senior Vice-President, Nokia S&S

By:  \_\_\_\_\_  
Bruce Bowden  
Vice-President, Nokia M&A

**OZ TECHNICAL SERVICES INC.**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

[OTS Asset Purchase Agreement]


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Senior Vice-President, Nokia S&S

By: \_\_\_\_\_  
Bruce Bowden  
Vice-President, Nokia M&A

OZ TECHNICAL SERVICES INC.

By:  \_\_\_\_\_  
Name: Aaron Akerman  
Title: Vice President

By:  \_\_\_\_\_  
Name: Jim Knapik  
Title: President and Chief  
Executive Officer

[OTS Asset Purchase Agreement]

**SCHEDULE "A"**  
**OTS Purchased Assets**

**1. Patents/Patent Applications**

Title	Filing Date	Filed in	Application Numbers	Status
1. "INTERWORKING GATEWAY AND METHOD"	02/27/04	US	60/547,794	Expired
	02/27/04	CA	2,459,113	Dead
	02/28/05	US	11/068,082	Pending
	02/28/05	CA	2,498,641	Pending
2. "WIRELESS E - MAIL SYSTEM AND METHOD FOR USING SAME"	01/24/05	US	60/645,614	Expired
	01/24/05	CA	2,493,907	Dead
	01/24/06	PCT	PCT/CA2006/000086	IPRP
	05/17/06	US	10/579,610	Pending
	04/10/07	CA	2,584,232	Allowed
	04/17/07	EP	1842348	Pending
3. "METHOD AND SYSTEM FOR MANAGING DESTINATION ADDRESSES"	02/16/05	US	60/653,127	Expired
	03/02/05	CA	2,499,234	Dead
	02/16/06	US	11/356,462	Pending
	02/16/06	CA	2,536,727	Pending
4. "METHOD AND SYSTEM FOR COMMUNICATING MESSAGE NOTIFICATIONS TO MOBILE DEVICES"	08/30/05	US	60/712,090	Expired
	08/30/05	CA	2,517,526	Dead
	08/30/06	PCT	PCT/CA2006/001416	IPRP
	02/29/08	US	12/065,287	Pending
	02/29/08	CA	2,621,298	Pending
	02/27/08	EP	1920625	Pending
5. "SECURING USER LOGINS WITH WV BINDINGS AND TRANSPORTS"	09/30/05	US	60/721,963	Expired
	09/30/05	CA	2,521,770	Dead
	09/30/06	PCT	PCT/CA2006/001611	IPRP
	03/28/08	US	12/088,456	Pending
	03/28/08	CA	2,624,139	Pending
	02/27/08	EP	1929698	Pending
6. "METHOD FOR CONTEXT SENSITIVE CONCEALMENT OF AN INPUT FIELD"	11/14/05	US	60/735,810	Expired
	11/14/05	CA	2,526,818	Dead
	11/14/06	PCT	PCT/CA2006/001850	IPRP
	05/21/08	US	12/093,606	Pending
	07/31/08	CA	2,627,172	Pending
	06/13/08	EP	1955131	Pending
	05/13/08	JP	2008-39202	Pending
	05/13/08	CN	200680042276.X	Pending
	06/11/08	IN	5050/DELNP/2008	Pending

Title	Filing Date	Filed in	Application Numbers	Status
7. "METHOD FOR SECURELY ASSOCIATING DATA WITH HTTP AND HTTPS SESSIONS"	11/24/05	US	60/739,440	Expired
	11/25/05	CA	2,527,550	Dead
	11/24/06	PCT	PCT/CA2006/001931	IPRP
	05/23/08	US	12/094,894	Pending
	05/23/08	CA	2,632,159	Pending
	06/24/08	EP	1961149	Pending
8. "PROTECTING PRIVACY IN GROUP COMMUNICATIONS"	11/17/06	US	60/859,678	Expired
	09/11/07	US	11/853,258	Pending
	09/17/07	PCT	PCT/CA2007/001642	ISR/WO
9. "PRESENCE MODEL FOR PRESENCE SERVICE AND METHOD OF PROVIDING PRESENCE INFORMATION"	11/30/06	US	60/867,862	Expired
	11/27/07	US	11/945,294	Pending
	11/30/07	CA	2,613,000	Pending
	02/29/08	PCT	PCT/CA2008/000409	ISR/WO
10. "A SYSTEM AND METHOD OF UPDATING PRESENCE INFORMATION"	01/10/07	US	60/884,299	Expired
	01/10/08	US	11/972,079	Pending
	01/10/08	PCT	PCT/CA2008/000039	ISR
11. "MEDIA INSTANT MESSAGING FOR MOBILE DEVICE"	01/19/07	US	11/624,889	Pending
12. "DYNAMIC MESSAGING APPLICATION FOR MOBILE DEVICES"	01/30/07	US	60/887,297	Abandoned
13. "METHOD AND SYSTEM FOR INSTANT MESSAGING TRAFFIC ROUTING"	02/21/07	US	60/890,854	Expired
	02/19/08	US	12/033,489	Pending
	02/20/08	PCT	PCT/CA2008/000328	ISR/WO
14. "MAINTAINING IMS REGISTRATION WHILE DISCONNECTED FROM IP BEARER"	07/05/07	US	60/948,075	Expired
	07/01/08	US	12/165,849	Pending
	07/03/08	PCT	PCT/CA2008/001232	Pending
15. "METHOD AND DEVICE FOR IMPROVED USER INPUT ACCURACY"	02/04/08	US	61/025,858	Pending
16. "METHOD AND DEVICE FOR MOBILE DATA SYNCHRONIZATION"	03/31/08	US	61/041,002	Abandoned
17. "METHOD AND DEVICE FOR OPTIMIZED MOBILE COMMUNICATION"	06/18/08	US	61/073,428	Pending

Title	Filing Date	Filed In	Application Numbers	Status
CHANNEL UTILIZATION™				

## 2. Trademarks

All trademarks and trademark applications

Trademark	Country	Application No.	Filing Date	Registration No.	Registration Date
OZ	US	78957919	Aug. 22, 2006	N/A	N/A
OZ	US	75262333	Mar. 21, 1997	2404070	Nov. 14, 2000
OZ	Canada	1227752	Aug. 20, 2004	TMA651594	Oct. 26, 2005
OZ	China	5920292	Feb. 15, 2007	N/A	N/A
OZ	China	5920291	Feb. 15, 2007	N/A	N/A
OZ	China	5920290	Feb. 15, 2007	N/A	N/A
OZ	India	1531644	Feb. 15, 2007	N/A	N/A
OZ	Australia	1159702	Feb. 7, 2007	N/A	N/A
OZ	Hong Kong	300812006	Feb. 8, 2007	N/A	N/A
OZ	Singapore	T07/02602F	Feb. 7, 2007	T07/02602F	Feb. 7, 2007
OZ	Singapore	T07/02600Z	Feb. 7, 2007	T07/02600Z	Feb. 7, 2007
OZ	Singapore	T07/02595Z	Feb. 7, 2007	T07/02595Z	Feb. 7, 2007
OZ	European Community	5671912	Feb. 7, 2007	5671912	Feb. 7, 2007
POWERED BY OZ	US	78370856	Feb. 19, 2004	N/A	N/A
POWERED BY OZ	Canada	1227755	Aug. 28, 2004	N/A	N/A

The Vendor may not have taken all commercially reasonable steps to maintain and protect such trademarks. The trademarks MLOCATION, MPRESENCE,

SMARTPRESENCE, SMARTSMS and WALK ON THE WIRELESS SIDE registered in Europe stand in the name of OZ.COM and no steps have been taken to update the records of the OHIM trademark office to show OZ Communications Inc. as the owner of record. The trademark IPULSE registered in the US stand in the name of Telefonaktiebolaget LM Ericsson Corporation. Pursuant to the terms of the iPulse Software Agreement between Ericsson Radio Systems AB and OZ.COM dated January 24, 2002, OZ.COM acquired an equal and undivided share of its right, title and interest in and to, among other things, the "iPulse" trademark, with the limitation that Ericsson shall have the right to use the mark "iPulse" as it has done before for any material it has in its possession as of the date of the "iPulse Software Agreement". However, no steps have been taken to update the records of the USPTO to show Telefonaktiebolaget LM Ericsson corporation and OZ Communications Inc. as co-owner.

MLOCATION	European	1510833	Feb. 16, 2000	1510833	Aug. 9, 2001
	Communi ty				
MPRESENCE	European	1511161	Feb. 16, 2000	1511161	May 2, 2001
	Communi ty				
SMARTPRESENCE	European	1498567	Feb. 9, 2000	1498567	Jun. 1, 2001
	Communi ty				
WALK ON THE WIRELESS SIDE	Europe	1519552	May 16, 2000	1519552	August 9, 2001
IPULSE	US	75677155	April 8, 1999	2550456	March 19, 2002

All unregistered trademarks including but not limited to:

SmartMail

SmartDelivery Notification

### 3. Domain Names

Domain name	Registration Date	Next renewal
OZ.is	27 - Oct - 94	27 - Oct - 09
OZ.canada.ca	27 - Oct - 05	27 - Oct - 09
OZ - canada.ca	27 - Oct - 05	27 - Oct - 09
OZ.com <sup>1</sup>	15 - Jul - 88	14 - Jul - 10
OZ - canada.com	27 - Oct - 05	27 - Oct - 12
OZ - communications.com	25 - Aug - 04	25 - Aug - 09
livethemobilelife.com	9 - Jun - 06	9 - Jun - 09
OZ - service.com	23 - Aug - 06	23 - Aug - 09
1clickblog.com	16 - Aug - 06	04 - Feb - 14
oneclickblog.com	16 - Aug - 06	04 - Feb - 14
thumbspeed.net	15 - Aug - 06	04 - Feb - 14
thumbspeed.com	15 - Aug - 06	10 - Jun - 11
thumbspeedinc.com	15 - Aug - 06	04 - Feb - 14
zap2mobile.com	15 - Aug - 06	04 - Feb - 14
mobigogo.com	1 - May - 08	5 - Jun - 10
OZ - communications.biz	5 - Aug - 04	25 - Aug - 09
OZ - communications.net	25 - Aug - 04	25 - Aug - 09
OZ communications.mobi	26 - Sep - 06	26 - Sep - 13
OZ com.mobi	26 - Sep - 06	26 - Sep - 13

Transfer of the "Agreement to Transfer Internet Domain Name" between Oz Interactive, Inc. and Mitchell Wright and assigned to Oz Communications Inc.

#### **4. Company Group Software Materials**

All Intellectual Property Rights in and to the Company Group Software Materials including but not limited to the following (e.g., all previous versions of the listed software):

##### **Source Code for internally developed Server Products:**

- Mobile IM 1.0 server
- IMPS server
- Mobile IM Gateway
  - Passive mode with AOL/ICQ
  - Active mode with AOL/ICQ/MSN/Yahoo, including enhancements for:
    1. Multimedia IM
    2. Portal - based specific enhancements
- Voice IM server
- Email Gateway
- Polling server
- Transcoding server
- MSP Gateway

##### **Common software modules (tools) for operation, administration and maintenance sold with the server products:**

- General Monitoring Manager (GMM) and additional add - on modules
  - Service Monitoring Tool (SMT)
  - enhanced Service Monitoring Tool (eSMT)
  - Traffic Anomaly Detection
- Customer Care Tool (CCT)
- Marketing Reporting Tool (MRT) and associated report bundles
  - IM Reports
  - Email Reports
  - IMPS Reports
- Call Detail Record (CDR) Generator

##### **Client Products:**

- IM OZ
  - J2ME IM client
  - J2ME IMPS engine
  - Windows Mobile Client

- BREW client
- Doja/Imode IM Client
- RIM IM Client
- 
- Email OZ
  - J2ME email client
  - BREW email client
  - Windows Mobile email client
  - Doja/Imode email client
  - Palm email client
- IMPS
  - J2ME client
  - PC client
- Combo
  - J2ME IM and Email client
- Voice IM
  - J2ME Voice IM client
- Visual Voice Mail
  - J2ME VVM client

**Diagnostic and Testing Tools:**

- Load test tools
- PC client
- SMS Modem
- IMPS proxy
- Extended suite of automated test cases
- IPulse Software

## 5. Agreements

	<u>Licensor - Agreement</u>	<u>Software/Product</u>	<u>Consent Required for Assignment/Transfer</u>
1	Software License Agreement between AdventNet Inc. and OZ Communications Inc. dated September 23, 2005	Adventnet	Yes
2	Mobile Developer Program Agreement between AOL LLC and OZ Communications Inc. dated July 01, 2004;	Mobile Developer Kit	Yes. Termination for change of control only to AOL competitor.
3	Channel License Agreement between BEA Systems Ltd and OZ Communications Inc. dated January 26, 2005, as amended	Weblogic	Yes
4	iPulse Software Agreement between Ericsson Radio Systems and OZ.com dated January 24, 2002	iPulse Software and trademark	No
5	Software Corporate License Agreement between Hunny Software Inc. and OZ Communications Inc. dated February 13, 2006	Jmime	Consent is required
6	Software License Agreement between Innaworks Development Limited and OZ Communications Inc. dated June 23, 2006	MBooster	Not required for merger/acquisition
7	Client Development Agreement between Microsoft Corporation and OZ Communications Inc. dated June 14, 2005	Client Developer Kit	Yes
8	Windows Mobile Software Development License Agreement between Microsoft Corporation and OZ Communications Inc. dated May 13, 2008		
9	Oracle License and Services Agreement between Oracle Corporation Canada Inc. and OZ Communications Inc. dated January 21, 2004, as amended	Oracle	Yes
10	Oracle License and Services	Oracle	

	Agreement between Oracle Corporation Canada Inc. and OZ Communications Inc. dated August 30, 2006, as amended		Yes
11	Oracle License and Services Agreement between Oracle Corporation Canada Inc. and OZ Communications Inc. dated April 5, 2007, as amended	Oracle	Silent
12	Pre-Release Product Agreement between Palm, Inc and OZ Communications Inc. dated February 21, 2007	Palm Device and firm ware for testing	Not assignable. May be needed if Palm consents to transfer for the Palm Master Software Distribution Agreement.
13	Product Loan Agreement between Sony Ericsson Mobile Communications AB and OZ Communications Inc. dated April 19, 2007	Sony Ericsson Device and firmware	May want to terminate if Nokia handsets can be used for product development, testing, and verification for AT&T customers.
14	License Agreement between Sterling Commerce and OZ Communications Inc. dated October 29, 2007	Iconnect	Yes. May want to terminate if Nokia has UNIX-LINUX license.

#### 6. Trade Secrets and Know How

All trade secrets and know how, including but not limited to all unpatented invention disclosures.

#### 7. Other

All related assets necessary and integrally connected with the exploitation of the intangible property rights.