

PATENT ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Limited Judgment of Foreclosure
CONVEYING PARTY DATA	
Name	Execution Date
Vivato Networks, Inc.	04/29/2009
RECEIVING PARTY DATA	
Name:	Aequitas Equipment Finance, LLC
Street Address:	5300 Meadows Road, Suite 400
City:	Lake Oswego
State/Country:	OREGON
Postal Code:	97035
PROPERTY NUMBERS Total: 19	
Property Type	Number
Application Number:	11526543
Patent Number:	7177369
Patent Number:	6967625
Patent Number:	7256750
Patent Number:	7099698
Application Number:	11383167
Application Number:	10700329
Application Number:	10680965
Patent Number:	6995725
Application Number:	11275950
Application Number:	10944376
Patent Number:	7062296
Application Number:	11420860
Application Number:	10700342
Application Number:	11198016

CH \$760.00 11526543

500853708

PATENT  
REEL: 022645 FRAME: 0246

Patent Number:	6611231
Patent Number:	6970682
Patent Number:	6992621
Patent Number:	6980169

# CORRESPONDENCE DATA

Fax Number: (916)930-2501

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

Phone: (916) 930-2585

Email: carl.schwedler@bullivant.com

Correspondent Name: Carl J. Schwedler

Address Line 1: 1415 L Street, Suite 1000

Address Line 2: Bullivant Houser Bailey PC

Address Line 4: Sacramento, CALIFORNIA 95819

ATTORNEY DOCKET NUMBER:	29988/00005
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NAME OF SUBMITTER:	Carl J. Schwedler
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## Total Attachments: 33

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CIRCUIT COURT  
FOR MULTNOMAH COUNTY

IN THE CIRCUIT COURT OF THE STATE OF OREGON  
FOR THE COUNTY OF MULTNOMAH

AEQUITAS EQUIPMENT FINANCE, LLC,  
an Oregon Limited Liability Company,

Plaintiff,

v.

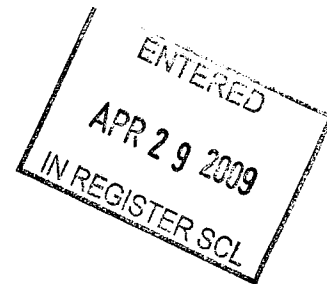
VIVATO NETWORKS, INC., a Delaware  
corporation; VIVATO NETWORKS  
HOLDINGS, INC., an Oregon corporation,

Defendants.

No.: 0902-01884

LIMITED JUDGMENT  
OF FORECLOSURE

(Personal Property)



VIVATO NETWORKS HOLDINGS, INC., an  
Oregon corporation,

Third-Party Plaintiff,

v.

CATCHER HOLDINGS, INC., a Delaware  
corporation,

Third-Party Defendant.

Based on this Court's entry of:

1. An Order of Default against Defendant Vivato Networks, Inc. on March 11,  
2009;

///

2. A Final Judgment against Defendant Vivato Network Holdings, Inc. on February 12, 2009; and
3. An Order of Default against Catcher Holdings, Inc. on Vivato Network Holdings, Inc.'s third-party claims against Catcher Holdings, Inc. on March 30, 2009; the Court finds that:

There is no just reason for the delay in the entry of a Limited Judgment in the Action; and a Limited Judgment should be entered herein to finalize the Action;

NOW THEREFORE, IT IS HEREBY ORDERED AND ADJUDGED:

1. Plaintiff AEQUITAS EQUIPMENT FINANCE, LLC ("Aequitas") is awarded judgment against defendant VIVATO NETWORKS, INC for the principal sum of \$992,750 plus interest thereon at the simple interest rate of 20% per annum from the advance dates listed in Exhibit 3 of this Limited Judgment beginning on November 30, 2007, until February 4, 2008, and default interest on the principal sum of \$992,750 at the simple interest rate of 25% per annum from February 5, 2008, until April 17, 2009; for plaintiff's costs, disbursements, attorney fees and legal expenses as set out in the Money Award below.
2. Aequitas' security interest in the Patents and Patent Applications ("the Patent Portfolio") and other property ("the Personal Property"), as more fully described in Exhibit 1 hereto and by this reference incorporated herein (collectively the Patent Portfolio and the Personal Property are referred to as "the Collateral"), as reflected in the Commercial Security Agreement referenced in Plaintiff's complaint (the "Security Agreement"), which interest was duly perfected by the filing of a financing statement with the Delaware Department of State on November 30, 2007 as filing number 2007 4531173

1 and as further filed with the United States Patent Office on November 30,  
2 2007 under filing reference PAT420362, is a valid and superior lien for the  
3 foregoing amounts on each and every item of the Collateral and has priority to  
4 any claim, interest or lien in the Collateral that may be asserted by or through  
5 VIVATO NETWORKS HOLDINGS, INC. or CATCHER HOLDINGS, INC.

- 6 3. Plaintiff's security interest in the Collateral granted under the Security  
7 Agreement is foreclosed and a Writ of Execution on Foreclosure shall issue to  
8 the Multnomah County Sheriff (or to such other Sheriff in whose county any  
9 part of the Collateral may be found), directing the sale of the Collateral at  
10 public auction to the highest bidder for cash and as otherwise provided by law.  
11 Aequitas, as the Judgment Creditor may bid its Money Award, or a portion  
12 thereof, to purchase the Collateral at any Sheriff's sale of the Collateral.
- 13 4. VIVATO NETWORKS HOLDINGS, INC., VIVATO NETWORKS, INC.,  
14 and CATCHER HOLDINGS, INC. shall each receive notice of the foreclosure  
15 sale from the Sheriff and shall be entitled to bid on the Collateral, being sold at  
16 the Sheriff's sale.
- 17 5. The purchaser or purchasers of the Collateral sold shall each be entitled to a  
18 Bill of Sale from the Sheriff on payment of the purchase price paid therefor.
- 19 6. On and after the date of the sale of the Collateral or any portion thereof,  
20 VIVATO NETWORKS, INC., VIVATO NETWORKS HOLDINGS, INC.,  
21 and CATCHER HOLDINGS, INC., and each of them is foreclosed of any and  
22 all right, title, lien, interest, or claim in or to the Collateral sold.
- 23 7. The proceeds of the Sheriff's sale(s) shall be applied as follows:  
24 a. First, to the satisfaction of costs of sale;

25 ///

- 1           b.       Second, to Aequitas toward the satisfaction of its Money Award herein;  
2                   and  
3                   Third, the balance of the sale proceeds arising out of the sale of the  
4                   Patent Portfolio or any part thereof, shall be paid over to Vivato  
5                   Networks Holdings, Inc. ("VNH").

6       8. On VNH's third party claims against Catcher Holdings, Inc. ("Catcher"), the  
7       Court declares that:

- 8           a.       Catcher is in breach of the Patent License Agreement and does not hold  
9                   any right, title, or interest in the Collateral, the Patent Portfolio, and the  
10                  December 4, 2007 Patent License Agreement between VNH and  
                Catcher (a copy of the Patent License Agreement is attached as  
                Exhibit 2);  
11          b.       VNH is entitled to an award of damages against Catcher in an amount  
12                   according to proof, but not less than the value of the Patent Portfolio,  
                and the cost to VNH to prepare; file, prosecute, maintain, and enforce  
                the Patent Portfolio;  
13          c.       VNH is permitted to bid for and purchase the Patent Portfolio or any  
14                   portion thereof at the Sheriff's sale;  
15          d.       VNH is legally entitled to trigger and has triggered all applicable  
16                   default provisions under the Patent License Agreement; and  
17          e.       VNH is or was entitled to priority over Catcher and all third parties in  
                all or a portion of the Patent Portfolio (second only to Aequitas).

18                                   **II. MONEY AWARD**

19       A) Judgment Creditor:                                   Aequitas Equipment Finance LLC  
20   5300 Meadows Rd., Ste 400  
   Lake Oswego, OR 97035  
21       B) Judgment Creditor's Attorneys:                   David VanSpeybroeck  
22   Chad Colton  
23   Bullivant Houser Bailey PC  
24   300 Pioneer Tower  
   888 SW Fifth Avenue  
   Portland, OR 97204  
   Telephone: (503) 228-6351

25    ///

26    ///

1 C) Judgment Debtor:

D1  
Vivato Networks, Inc.  
10300 SW Greenburg Rd., Ste 520  
Portland, OR 97223  
Tax ID Number: 20-4522882

4 D) Principal:

\$992,750, disbursed to Vivato  
Networks, Inc. over various dates,  
as described in Exhibit 3

6 E) Pre-judgment Interest:

\$313,760.10, as calculated in  
Exhibit 3 and representing interest  
charged on the principal identified  
in Item D at the simple interest rate  
of 20% per annum from the  
advance dates listed in Exhibit 3  
beginning November 30, 2007  
through February 4, 2008 and  
interest charged on the principal  
identified in Item D at the simple  
interest rate of 25% per annum  
from February 5, 2008, through  
April 17, 2009.

13 F) Post judgment Interest:

25% simple interest per annum  
from April 17, 2009 until paid on  
the amount identified in Item D.  
Nine percent simple interest per  
annum from April 17, 2009 until  
paid on the amount identified in  
Items G and H.

17 G) Attorney Fees and Costs:

Determination to be made pursuant  
to ORCP 68C.

19 H) Costs and Disbursements:

Determination to be made pursuant  
to ORCP 68C.

20 Total: \$1,306,510.10 plus  
21 the amounts to be determined under  
Items F, G, and H.

22 DATED this 23 day of April, 2009.

24  
25 CERTIFIED TO BE A TRUE COPY  
OF THE ORIGINAL. Circuit Court Judge

26 5-5-09 mt



1 Submitted by:

2 BULLIVANT HOUSER BAILEY PC

3  
4 By  OSB 972242607

David VanSpeybroeck, OSB #954440

5 E-Mail: david.vanspeybroeck@bullivant.com

6 Chad M. Colton, OSB #065774

E-Mail: chad.colton@bullivant.com

7 Attorneys for Aequitas Equipment Finance LLC

8  
9 Approved as to form by:

10 AMBROSE LAW GROUP LLC

11  
12 By  OSB 972242607

Christopher Ambrose, OSB #960344

13 E-Mail: crambrose@ambroselaw.com

14 Attorneys for Defendant and Third Party Plaintiff

Vivato Networks Holdings, Inc.

## PATENT PORTFOLIO

Patents and Patent Applications	Description
Patent Appl. No. 11526543	Multiple Beam Antenna Base Station
Patent No. 7177369	Multipath Communication Methods and Apparatuses
Patent No. 6967625	E-Plane Omni-Directional Antenna
Patent No. 7256750	E-Plane Omni-Directional Antenna
Patent No. 7099698	Complementary Beamforming Methods and Apparatuses
Patent Appl. No. 11383167	Complementary Beamforming Methods and Apparatus
Patent Appl. No. 10700329	Directed Wireless Communication
Patent Appl. No. 10680965	Detecting Wireless Interlopers
Patent No. 6995725	Antenna Assembly
Patent Appl. No. 11275950	Antenna Assembly
Patent Appl. No. 10944376	Layered Processing
Patent No. 7062296	Forced Beam Switching in Wireless Communication Systems Having Smart Antennas
Patent Appl. No. 11420860	Forced Beam Switching in Wireless Communication Systems Having Smart Antennas
Patent Appl. No. 10700342	Signal Communication Coordination
Patent Appl. No. 11198016	Wireless Communication System With Directional Antenna
Patent No. 6611231	Wireless Packet Switched Communication Systems and Networks Using Adaptively Steered Antenna Arrays
Patent No. 6970682	Wireless Packet Switched Communication Systems and Networks Using Adaptively Steered Antenna Arrays
Patent No. 6992621	Wireless Communication and Beam Forming with Passive Beamformers
Patent No. 6980169	Electromagnetic Lens

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Exhibit 1, Page 1 of 2

## ATTACHMENT "A" TO UCC FINANCING STATEMENT

Pursuant to the Commercial Security Agreement entered into on November 30, 2007 between Vivato Networks, Inc., a Delaware corporation (the "Debtor") and Aequitas Capital Management, Inc. (the "Secured Party") herein, the Secured Party is hereby granted to secure all of Debtor's right, title and interest in and to all of the following property:

All cash, accounts receivable, notes receivable, contract rights, deposits, securities, investments, chattel paper, documents, instruments, patents, patent applications, trade secrets, trademarks, Tradenames, copyrights, general intangibles, inventory, raw materials, work in progress, finished goods, furnishings, fixtures, trade fixtures, equipment, machinery, motor vehicles and all other personal property, assets or rights of whatever nature now owned or hereafter acquired by Borrower and products and proceeds thereof, including all Goods, all Accounts, all General Intangibles, all Deposit Accounts, all Equipment, all Inventory, all Intellectual Property, all books and records pertaining to the Collateral, Chattel Paper, Instruments, Investment Property, Letter-of-Credit Rights, Documents, and to the extent not otherwise included, all Proceeds, Supporting Obligations and products pertaining to any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing.

## LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "Agreement") dated as of December 4, 2007 (the "Effective Date"), is entered into between Catcher Holdings, Inc., a Delaware corporation ("Catcher"), and Vivato Networks Holdings, Inc., an Oregon corporation ("Licensor").

WHEREAS, Vivato Networks, Inc. ("Vivato") and Catcher have entered into that certain Amended and Restated Agreement and Plan of Merger of even date herewith (the "Merger Agreement").

WHEREAS, in connection with the Merger Agreement, Catcher desires to obtain an exclusive license to the Licensed IP Rights (as defined below) and an exclusive option to purchase the Licensed IP Rights all on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants herein contained, the parties agree as follows:

### 1. LICENSE GRANT

1.1 Definitions. As used herein (a) "Licensed IP Rights" shall mean all patents (including all pending applications in any jurisdiction, and rights to file applications and assert patents), trademarks, common law trademarks, trade names, trade secrets (including customer lists), service marks and copyrights (including any work of authorship) that (i) claim, cover or are otherwise related to the Technology, and (ii) Licensor owns at any time prior to or during the term of this Agreement; and (b) "Technology" shall mean the assets identified on Exhibit A attached hereto and incorporated herein.

1.2 License Grant. Licensor hereby grants to Catcher an exclusive, worldwide, license (with the right to grant sublicenses through multiple tiers) under the Licensed IP Rights for all purposes, including without limitation the right to practice all inventions and research, develop and commercialize all products and services that are claimed, covered or otherwise within the scope of the Licensed IP Rights.

1.3 Maintenance and Enforcement of Patents. Catcher shall have the exclusive right during the term of this Agreement, to prepare, file, prosecute, maintain and enforce the Licensed IP Rights. Licensor shall cooperate with Catcher and provide all assistance required by Catcher. Licensor shall immediately notify Catcher of any actual or suspected infringement of the Licensed IP Rights of which Licensor becomes aware.

1.4 Ongoing Representations. During the term of this Agreement, Licensor hereby makes the representations and warranties regarding the Licensed IP Rights as set forth in Section 2.9 of the Merger Agreement. Licensor shall immediately notify Catcher in writing if there is a breach of any such representation or warranty.

2. FEES

2.1 License Fees. Except as provided in Section 2.2, Catcher shall grant to Licensor as consideration for the License Grant one million eight thousand (1,008,000) shares of Catcher's Common Stock (the "License Shares") to be issued on the eighteen month anniversary of the Effective Date.

2.2 Option to Purchase. Catcher shall have the right to purchase the Licensed IP Rights upon delivery of written notice and:

(a) payment and issuance of the License Shares plus two thousand (2,000) shares of Catcher's Common Stock (together with the License Shares, the "Shares") to Licensor no more than ten (10) days prior to the eighteen month anniversary of the Effective Date; or

(b) payment and issuance of the License Shares no more than ten (10) days following the issuance and sale of shares of Catcher's capital stock to investors for aggregate proceeds (including cancellation of indebtedness) to Catcher of not less than \$7,500,000 in a single transaction or series of related transactions.

In connection with such purchase, Licensor shall execute and deliver to Catcher the Assignment Agreement set forth on Exhibit B hereto and any other documents reasonably requested by Catcher. Catcher may elect, in its sole discretion, to purchase all of the outstanding equity interests of Contractor in lieu of exercising its option to purchase the Licensed IP Rights as provided in this Section 2.2. If Catcher so elects, Contractor shall use its best efforts to effect such a sale of all of the equity interests of Contractor to Catcher, including the negotiation of a definitive merger or stock purchase agreement as determined by Catcher and obtaining all necessary approvals of its stockholder and other third parties to such sale.

2.3 Representations. Licensor agrees that the Shares to be issued pursuant to Section 2 hereof are being acquired for investment and that the Licensor will not offer, sell or otherwise dispose of the Shares except under circumstances which will not result in a violation of the Securities Act of 1933, as amended (the "Securities Act") or any applicable state securities laws. In addition, in connection with the issuance of the Shares, Licensor specifically represents to Catcher by acceptance of the Shares as follows:

(a) The Licensor is aware of Catcher's business affairs and financial condition, and has acquired information about Catcher sufficient to reach an informed and knowledgeable decision to acquire the Shares. The Licensor is acquiring the Shares for its own account for investment purposes only and not with a view to, or for the resale in connection with, any "distribution" thereof in violation of the Securities Act;

(b) The Licensor understands that the Shares have not been registered under the Securities Act in reliance upon a specific exemption therefrom, which exemption depends upon, among other things, the bona fide nature of the Licensor's investment intent as expressed herein;

(c) The Licensor further understands that the Shares must be held indefinitely unless subsequently registered under the Securities Act and qualified under any applicable state securities laws, or unless exemptions from registration and qualification are otherwise available. The Licensor is aware of the provisions of Rule 144, promulgated under the Securities Act; and

(d) The Licensor acknowledges having received and reviewed Catcher's Annual Report on Form 10-KSB for the fiscal year ended December 31, 2006 and Catcher's Quarterly Reports on Form 10-QSB for the fiscal quarters ended March 31, 2007 and June 30, 2007. Catcher shall provide Licensor with copies of its Quarterly Reports on Form 10-QSB and Annual Report(s) on Form 10-KSB filed since the Effective Date in connection with the issuance of the Shares.

(e) Catcher understands and acknowledges that the Licensed IP is collateral for a \$1,000,000.00 promissory note executed by obligor Vivato Networks, Inc. in favor of holder Aequis Capital Management, Inc. ("Aequitas") (as set forth in more detail in the certain loan documents dated November 30, 2007 between Aequis Capital Management, Inc. and Licensor, the "Loan Documents"), and, accordingly, that Licensor's ability to deliver all right, title, and interest in the Licensed IP is subject to same. The occurrence of an Event of Default (as that term is defined in the Loan Documents) shall not relieve Catcher of any of its obligations to deliver the License Shares in accordance with this Agreement, unless such Event of Default restricts, impairs or otherwise adversely affects the License Grant hereunder, in which case Catcher shall deliver the pro rata portion of the License Shares for the period in which the License Grant was not so restricted, impaired or otherwise adversely affected and all other obligations of Catcher hereunder, including the delivery of the full amount of the License Fee, shall terminate and be of no further force or effect.

#### 2.4 Registration Rights.

(a) If (but without any obligation to do so) Catcher proposes to register any of its stock or other securities under the Securities Act in connection with the public offering of such securities (other than a registration relating solely to the sale of securities to participants in Catcher's stock plan, a registration relating to a corporate reorganization or other transaction under Rule 145 of the Act, a registration on any form that does not include substantially the same information as would be required to be included in a registration statement covering the sale of the Shares, or a registration in which the only Common Stock being registered is Common Stock issuable upon conversion of debt securities that are also being registered), Catcher shall, at such time, promptly give Licensor written notice of such registration. Upon the written request of the Licensor given within twenty (20) days after mailing of such notice by Catcher, Catcher shall, subject to the provisions of Sections 2.4(b), use its commercially reasonable efforts to cause to be registered under the Securities Act all of the Shares that Licensor has requested to be registered.

(b) In connection with any offering involving an underwriting of shares of Catcher's capital stock, Catcher shall not be required under Section 2.4 hereof to include any of Licensor's securities in such underwriting unless they accept the terms of the underwriting as agreed upon between Catcher and the underwriters selected by it (or by other persons entitled to select the underwriters), and then only in such quantity as Catcher determines in its sole discretion will not jeopardize the success of the offering by Catcher. If the total amount of securities, including the Shares, requested by stockholders to be included in such offering exceeds the amount of securities sold that Catcher determines in its sole discretion is compatible with the success of the offering, then Catcher shall be required to include in the offering only that number of the Shares which the Company determines in its sole discretion will not jeopardize the success of the offering.

(c) Notwithstanding any other provision of this Section 2.4, if Catcher determines that it is desirable in order to comply with the requirements of the Securities and Exchange Commission that the number of securities to be registered in such registration be reduced, then Catcher shall so advise the Licensor regarding the Shares that would otherwise be registered pursuant hereto, and the number of the Shares that may be included in the registration shall be reduced.

(d) The registration rights set forth in this Agreement shall not be available to the Shares held by Licensor that could be sold in any 90-day period pursuant to Rule 144 under the Securities Act.

### 3. TERM; TERMINATION

This Agreement shall commence on the Effective Date and shall continue until such time as (a) Catcher has exercised its right under Section 2 to purchase the Licensed IP Rights and the parties have duly authorized, executed and delivered the Assignment Agreement set forth on Exhibit B hereto, (b) Licensor terminates this Agreement, solely as a result of Catcher's failure to provide common stock in accordance with Section 2, after Licensor has provided Catcher with written notice thereof and a period of thirty (30) days to remedy such failure, or (c) the eighteen (18) month anniversary of the Effective Date.

### 4. MISCELLANEOUS

4.1 Notices. All notices and other communications hereunder shall be in writing and shall be deemed duly delivered (i) upon receipt if delivered personally; (ii) within one (1) business day after it is sent by commercial overnight courier; or (iii) upon transmission when sent via facsimile (with confirmation of receipt) or electronic mail to a facsimile number or electronic mail address given below to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

(a) if to Catcher:

Catcher Holdings, Inc.  
44084 Riverside Parkway  
Leesburg, VA 20176  
Fax: (925) 887-6747  
Email: dmccarthy@catcherinc.com

with a copy to:

Morrison & Foerster, LLP  
12531 High Bluff Drive, Suite 100  
San Diego, California 92130  
Attention: Jeremy D. Glaser  
Fax: (858) 523-2822  
Email: jglaser@mofo.com

(b) if to Licensor:

Vivato Networks Holdings, Inc.]

Attention: Gary Haycox  
Fax: (503) 467-7210  
Tel: (503) 703-3435  
Email: gary.haycox@vivato.com

with a copy to:

Ambrose Law Group LLC  
Attention: Christopher R. Ambrose  
Fax: (503) 467-7210  
Tel: (503) 467-7209  
Email: crambrose@ambroselaw.com

4.2 Interpretation. When a reference is made in this Agreement to an Article or Section, such reference shall be to an Article or Section of this Agreement unless otherwise indicated. The words "include," "includes" and "including" when used herein shall be deemed in each case to be followed by the words "without limitation." The phrase "made available" in this Agreement shall mean that the information referred to has been provided if requested by the party to whom such information is to be made available. The table of contents and headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. This Agreement has been drafted by legal counsel representing Catcher, but all parties have participated in the negotiation of its terms. Each party acknowledges that it has had an opportunity to review and revise this Agreement, and have it reviewed by legal counsel, and, therefore, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

4.3 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original as against any party whose signature appears on such counterpart and all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered or deemed delivered to the other parties, it being understood that all parties need not sign the same counterpart. This Agreement may be executed by facsimile signature.

4.4 Severability. In the event that any provision of this Agreement, or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement will continue in full force and effect and the application of such provision to other persons or circumstances will be interpreted so as reasonably to effect the intent of the parties hereto. The parties further agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.

4.5 Succession. This Agreement shall be binding upon and inure to the benefit of the parties named herein and their respective successors and permitted assigns. This Agreement will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

4.6 Amendment; Waiver. Any amendment or waiver of any of the terms or conditions of this Agreement must be in writing and must be duly executed by or on behalf of the



party to be charged with such waiver. The failure of a party to exercise any of its rights hereunder or to insist upon strict adherence to any term or condition hereof on any one occasion shall not be construed as a waiver or deprive that party of the right thereafter to insist upon strict adherence to the terms and conditions of this Agreement at a later date. Further, no waiver of any of the terms and conditions of this Agreement shall be deemed to or shall constitute a waiver of any other term of condition hereof (whether or not similar).

4.7 Entire Agreement. This Agreement (including the exhibits hereto) and the Merger Agreement and documents related thereto constitute the entire agreement among the parties concerning the subject matter hereof and supersede all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof, other than the No-Shop Agreement previously executed by and between Catcher and Licensor.

4.8 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of Virginia applicable to parties residing in Virginia, without regard applicable principles of conflicts of law. Each of the parties hereto irrevocably consents to the exclusive jurisdiction of any court located within Roanoke County, Virginia or Clackamas County, Oregon in connection with any matter based upon or arising out of this Agreement or the matters contemplated hereby and it agrees that process may be served upon it in any manner authorized by the laws of the State of Virginia or the State of Oregon for such persons and waives and covenants not to assert or plead any objection which it might otherwise have to such jurisdiction and such process.

4.9 Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by either of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other parties; provided however, that Catcher shall not be required to obtain the consent of Licensor for any assignment in connection with (a) any merger or consolidation or other reorganization of Catcher with or into another entity or (b) the sale of substantially all of the assets of Catcher, provided that in each instance the resulting or surviving entity assumes the obligations of Catcher hereunder. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and permitted assigns.

4.10 Third party Beneficiaries. Nothing contained in this Agreement is intended to confer upon any person other than the parties hereto and their respective successors and permitted assigns, any rights, remedies or obligations under, or by reason of this Agreement.

4.11 Attorneys' Fees. In the event any action is brought for enforcement or interpretation of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred in said action.

IN WITNESS WHEREOF, Catcher and Licensor have caused this Agreement to be signed by them or their duly authorized representatives.

Catcher Holdings, Inc.

By: \_\_\_\_\_  
Robert H. Turner  
Title: Chief Executive Officer

Vivato Networks Holdings, Inc

By: \_\_\_\_\_  
Gary Haycox  
Title: Chief Executive Officer

IN WITNESS WHEREOF, Catcher and Licensor have caused this Agreement to be signed by them or their duly authorized representatives.

Catcher Holdings, Inc.

By: \_\_\_\_\_

Robert H. Turner

Title: Chief Executive Officer

Vivato Networks Holdings, Inc

By: \_\_\_\_\_

Gary S. Haycox

Gary Haycox

Title: Chief Executive Officer

sd-402514

EXHIBIT "5" TO VNH ANSWER/THIRD-PARTY COMPLAINT

Exhibit 2, Page 8 of 22

**PATENT**  
**REEL: 022645 FRAME: 0264**

Exhibit A  
Technology

sd-392214

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EXHIBIT "5" TO VNH ANSWER/THIRD-PARTY COMPLAINT

Exhibit 2, Page 9 of 22

**PATENT**  
**REEL: 022645 FRAME: 0265**

**EXHIBIT "A" TO LICENSE AGREEMENT BETWEEN CATCHER HOLDINGS, INC. AND VIVATO NETWORKS HOLDINGS, INC.**

**Intellectual Property Identification  
Vivato Networks**

**PATENTS**

B & C File No.	Title	Status
760.0020001		Filed 09/25/2006. Serial No. 11/526,543 Replacement Drawings filed 11/08/06. Updated Filing Receipt received 11/29/06.
760.002999P	APPLICATION OF MULTIPLE BEAM ANTENNA SYSTEM TO 802.16 BASE STATIONS	Filed 09/23/2005 Serial No. 60/719,856
760.0030001	IMPROVED MULTIPATH COMMUNICATION METHODS AND APPARATUSES	Filed 04/25/2002 Serial No. 10/131,864 <b>ISSUED</b> 7,177,369 on 02/13/2007
760.003999P	IMPROVED MULTIPATH COMMUNICATION METHODS AND ARRANGEMENTS	Filed 04/27/2001 Serial No. 60/287,163
760.0040001	EPLANE OMNIDIRECTIONAL ANTENNA	Filed 12/31/2002 Serial No. 10/335,382 <b>ISSUED</b> 6,967,625 on 11/22/2005

EXHIBIT "5" TO VNH ANSWER/THIRD-PARTY COMPLAINT

760.0040002	EPLANE OMNIDIRECTIONAL ANTENNA	Filed 04/13/2005 Serial No. 11/104,684 DIV of 10/335,382 <b>ISSUED</b> 7,256,750 on 08/14/2007 Issue Fee Paid 7/2/2007 <i>Issue Notification Received</i> 07/31/2007.
760.0050001	COMPLEMENTARY BEAMFORMING TECHNIQUES	Filed 11/03/2003 Serial No. 10/700,991 <b>ISSUED</b> 7,099,698 on 08/29/2006
760.0050002	COMPLEMENTARY BEAMFORMING TECHNIQUES	Filed 05/12/2006 Serial No. 11/383,167 CON of 10/700,991 Pending, No first Office Action
760.005999P	COMPLEMENTARY BEAMFORMING TECHNIQUES	Filed 11/03/2002 Serial No. 60/423,703
760.0060001	DIRECTED WIRELESS COMMUNICATION	Filed 11/03/2003 Serial No. 10/700,329 Office Action received 09/28/2006. Response mailed 10/18/2006. <i>Final Office Action Received</i> 07/20/2007. <i>Response Due</i> 09/17/2007 (2 months).

EXHIBIT "5" TO VNH ANSWER/THIRD-PARTY COMPLAINT

760.006999 P	A WIRELESS DATA PACKET COMMUNICATIONS SYSTEM	Filed 11/04/2002 Serial No. 60/423,660
760.0070001	DETECTING WIRELESS INTERLOPERS	Filed 10/07/2003 Serial No. 10/680,965 Pending, No first Office Action
760.0080001	ANTENNA ASSEMBLY	Filed 09/09/2003 Serial No. 10/658,346 <b>ISSUED</b> 6,995,725 on 02/07/2006
760.0080002	ANTENNA ASSEMBLY	Filed 02/06/2006 Serial No. 11/ 275,950 a con of 10/658,346 <i>Election mailed 07/09/2007.</i> <i>Response submitted</i> <i>08/03/2007.</i>
760.008999P	ANTENNA ASSEMBLY	Filed 11/04/2002 Serial No. 60/423,700
760.0090001	IMPROVED LAYERED PROCESSING	Filed 09/18/2004 Serial No. 10/944,376 Pending, No first Office Action
760.009999P	OPTIMUM LAYERED PROCESSING	Filed 09/18/2003 Serial No. 60/503,852
760.0100001	FORCED BEAM SWITCHING IN WIRELESS COMMUNICATION	Filed 10/31/2003 Serial No. 10/698,848 <b>ISSUED</b> 7,062,296 on 06/13/2006

EXHIBIT "5" TO VNH ANSWER/THIRD-PARTY COMPLAINT

760.0100002	FORCED BEAM SWITCHING IN WIRELESS COMMUNICATION	Filed 05/30/2006 Serial No. 11/420,860 a con of 10/698,848 Pending, No first Office Action
760.011999P	MULTIMAC CONTROL TECHNIQUES	Filed 11/04/2002 Serial No. 60/423,696
760.0120001	SIGNAL COMMUNICATION COORDINATION	Filed 11/03/2003 Serial No. 10/700,342 Pending, No first Office Action
760.012999P	SYNCHRONIZING MEDIA ACCESS CONTROL (MAC) CONTROLLERS	Filed 11/04/2002 Serial No. 60/423,702
760.0130001	WIRELESS COMMUNICATION SYSTEM WITH DIRECTIONAL ANTENNA	Filed 08/05/2005 Serial No. 11/198,016 Pending, No first Office Action
760.013999P	WIRELESS COMMUNICATIONS SYSTEM USING DIRECTIONAL ANTENNAS	Filed 08/05/2004 Serial No. 60/599,743
760.0140001	WIRELESS PACKET SWITCHED COMMUNICATION SYSTEMS AND NETWORKS...	Filed 10/12/2001 Serial No. 09/976,246 ISSUED 6,611,231 on 08/26/2003 2/14/2007 Maintenance Fee for year 3.5 paid.

EXHIBIT "5" TO VNH ANSWER/THIRD-PARTY COMPLAINT



760.0140002	WIRELESS PACKET SWITCHED COMMUNICATION SYSTEMS AND NETWORKS...	Filed 09/04/2002 Serial No. 10/235,198 Cont. of Pat. No. 6,611,231 <b>ISSUED</b> 6,970,682 on 11/29/2005
760.0150001	WIRELESS COMMUNICATION AND BEAM FORMING WITH PASSIVE BEAMFORMERS	Filed 03/07/2003 Serial No. 10/384,308 <b>ISSUED</b> 6,992,621 on 01/31/2006
760.0160001	ELECTROMAGNETIC LENS	Filed 01/16/2004 Serial No. 10/760,023 <b>ISSUED</b> 6,980,169 on 12/27/2005
760.019999P	COMMUNICATING BROADCAST FRAMES	Filed 11/04/2002 Serial No. 60/423,701 Abandoned

# TRADEMARKS/ABN

Vivato		USPTO Serial Number 78179365 Original Registration Date: 10/29/02 Assignment Date: 5/24/06 to Wayout Wireless, LLC (now Vivato Networks, Inc.)
Vivato Networks		Oregon Secretary of State ABN Registration No. 373867-94 Registration Date: 7/24/06

EXHIBIT "5" TO VNH ANSWER/THIRD-PARTY COMPLAINT

**COPYRIGHTS, MANUFACTURING PROCESSES, AND GOODWILL:**

The Intellectual Property also shall include all right, title, and interest (including content and common law copyrights) in Target's website ([www.vivato.com](http://www.vivato.com)), all manufacturing processes associated with the patents referenced above, and all goodwill associated with the copyrights, trademarks, manufacturing processes, and patents referenced above.

EXHIBIT "5" TO VNH ANSWER/THIRD-PARTY COMPLAINT

Exhibit B  
Assignment Agreement

sd-392214

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EXHIBIT "5" TO VNH ANSWER/THIRD-PARTY COMPLAINT

Exhibit 2, Page 16 of 22

PATENT

REEL: 022645 FRAME: 0272

**EXHIBIT "B" TO DECEMBER 4, 2007 LICENSE AGREEMENT  
ASSIGNMENT OF INTELLECTUAL PROPERTY AGREEMENT**

**DATE:** "Effective Date"

**PARTIES:** Vivato Networks Holdings, Inc., "Assignor"  
An Oregon Corporation

Catcher Holdings, Inc. "Assignee"  
A Delaware Corporation

**RECITALS**

**WHEREAS**, Assignor owns certain proprietary copyrighted materials, manufacturing process and other intellectual property (including certain patent rights and the "Vivato"® mark) related to the operations of Assignor and more particularly identified on Exhibit "A" attached hereto and incorporated herein (the "IP Assets"); and

**WHEREAS**, Assignee is desirous of acquiring all of Assignor's right, title, and interest in and to IP Assets; and,

**WHEREAS**, Assignee's right, title, and interest in and to the IP Assets are subject to the terms and conditions of an Amended and Restated Merger Agreement between Assignor and Assignee dated during December 2007 (the "Merger Agreement"), which may result in the assignment and transfer of the IP Assets to Assignor or its associated entity pursuant to the Merger Agreement and a License and Escrow Agreement identified herein; and,

**WHEREAS**, Assignee's right, title, and interest in and to the IP Assets are subject to the terms and conditions of a Business Loan Agreement dated November 29, 2007 between Assignor and Aequitas Capital Management, Inc. and related loan documents (the "Aequitas Loan"), pursuant to which, in part, the IP Assets are collateral for the Aequitas Loan.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees to assign and transfer to Assignee and Assignee's legal representatives, successors and assigns its full and exclusive right, title and interest to the IP Assets in accordance with the following:

**AGREEMENT**

**NOW, THEREFORE**, in consideration of mutual promises set forth in this Assignment, the parties agree, subject to the terms and provisions of the Merger Agreement, as follows:

**1. Assignment.** Assignor hereby assigns to Assignee all its right, title, and interest, including common law rights, in and to the IP Assets, including any registrations, extensions, and renewals thereof, to the extent of the term of registration, extension, if any, and renewal, if any, or pending or provisional applications therefor, the goodwill of the IP Assets symbolized thereby,

including without limitation any and all causes of action for infringement thereof and any and all royalties for any licenses thereof, and including the right of first use and the first use dates for the IP Assets, which IP Assets shall be held and enjoyed by Assignee, for its own use, and for the use of its successors, assigns, or other legal representatives to the full end of the term or terms for which the IP Assets may be granted, as fully and entirely as the same would have been enjoyed by the Assignor, had this Assignment not been made. This Assignment is not limited by the manner of use of the IP Assets and shall be as broad and complete as permitted by law. This Assignment includes all rights to sue, bring actions for, and recover and hold damages, profits, and other compensation for any and all past and future infringements and unauthorized uses of the IP Assets. This Assignment is effective as of the Effective Date.

2. **Assumption.** Assignee hereby accepts and assumes the assignment of the IP Assets from and after the Effective Date, and Assignee hereby accepts and assumes all responsibility for maintaining registration of the IP Assets from and after the Effective Date.

3. **Merger Agreement.** Assignee understands and acknowledges that this Assignment, including all right, title, and interest in and to the IP Assets, is subject to the terms and conditions of the Merger Agreement and the Aequitas Loan, and further understands and acknowledges that Assignee may not assign or otherwise transfer the IP Assets without compliance with the Merger Agreement and Aequitas Loan.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the Effective Date set forth above.

**ASSIGNOR:**

VIVATO NETWORKS HOLDINGS, INC.

**ASSIGNEE:**

CATCHER HOLDINGS, INC.

By: \_\_\_\_\_

By: \_\_\_\_\_

# EXHIBIT "A"

## INTELLECTUAL PROPERTY

### Schedule 1 – Current Patent and Patent Applications

Vivato Networks			
10 Issued, 9 Pending			
B & C File No.	Lee & Hayes File No.	Title	Status
760.0000001	NA	General Matter	Assignment changing name from Wayout Wireless to Vivato Networks LLC mailed 08/02/07.
760.0017631	NA	Go Network Due Diligence	
760.0020001	MN1-0025US		Filed 09/25/2006. Serial No. 11/526,543 Replacement Drawings filed 11/08/06. Updated Filing Receipt received 11/29/06.
760.002999P	MN1-0025USP1	APPLICATION OF MULTIPLE BEAM ANTENNA SYSTEM TO 802.16 BASE STATIONS	Filed 09/23/2005 Serial No. 60/719,856
760.0030001	MN1-0001US	IMPROVED MULTIPATH COMMUNICATION METHODS AND APPARATUSES	Filed 04/25/2002 Serial No. 10/131,864 ISSUED 7,177,369 on 02/13/2007
760.003999P	MN1-0001USP1	IMPROVED MULTIPATH COMMUNICATION METHODS AND ARRANGEMENTS	Filed 04/27/2001 Serial No. 60/287,163
760.0040001	MN1-0003US	EPLANE OMNIDIRECTIONAL ANTENNA	Filed 12/31/2002 Serial No. 10/335,382 ISSUED 6,967,625 on 11/22/2005

EXHIBIT "5" TO VNH ANSWER/THIRD-PARTY COMPLAINT

Exhibit 2, Page 19 of 22

PATENT  
REEL: 022645 FRAME: 0275

760.0040002	MNI-0003USC1	EPLANE OMNIDIRECTIONAL ANTENNA	Filed 04/13/2005 Serial No. 11/104,684 DIV of 10/335,382 ISSUED 7,256,750 on 08/14/2007 Issue Fee Paid 7/2/2007 Issue Notification Received 07/31/2007.
760.0050001	MNI-0004US	COMPLEMENTARY BEAMFORMING TECHNIQUES	Filed 11/03/2003 Serial No. 10/700,991 ISSUED 7,099,698 on 08/29/2006
760.0050002	MNI-0004USC1	COMPLEMENTARY BEAMFORMING TECHNIQUES	Filed 05/12/2006 Serial No. 11/383,167 CON of 10/700,991 Pending, No first Office Action
760.005999P	MNI-0004USP1	COMPLEMENTARY BEAMFORMING TECHNIQUES	Filed 11/03/2002 Serial No. 60/423,703
760.0060001	MNI-0010US	DIRECTED WIRELESS COMMUNICATION	Filed 11/03/2003 Serial No. 10/700,329 Office Action received 09/28/2006. Response mailed 10/18/2006. Final Office Action Received 07/20/2007. Response Due 09/17/2007 (2 months).

760.006999 P	MNI-0010USP1	A WIRELESS DATA PACKET COMMUNICATIONS SYSTEM	Filed 11/04/2002 Serial No. 60/423,660
760.0070001	MNI-0013US	DETECTING WIRELESS INTERLOPERS	Filed 10/07/2003 Serial No. 10/680,965 Pending, No first Office Action
760.0080001	MNI-0006US	ANTENNA ASSEMBLY	Filed 09/09/2003 Serial No. 10/658,346 ISSUED. 6,995,725 on 02/07/2006
760.0080002	MNI-0006USC1	ANTENNA ASSEMBLY	Filed 02/06/2006 Serial No. 11/ 275,950 a con of 10/658,346 Election mailed 07/09/2007. Response submitted 08/03/2007.
760.008999P	MNI-0006USP1	ANTENNA ASSEMBLY	Filed 11/04/2002 Serial No. 60/423,700
760.0090001	MNI-0017US	IMPROVED LAYERED PROCESSING	Filed 09/18/2004 Serial No. 10/944,376 Pending, No first Office Action
760.009999P	MNI-0017USP1	OPTIMUM LAYERED PROCESSING	Filed 09/18/2003 Serial No. 60/503,852
760.0100001	MNI-0014US	FORCED BEAM SWITCHING IN WIRELESS COMMUNICATION	Filed 10/31/2003 Serial No. 10/698,848 ISSUED 7,062,296 on 06/13/2006

EXHIBIT "5" TO VNH ANSWER/THIRD-PARTY COMPLAINT

Exhibit 2, Page 20 of 22

PATENT  
REEL: 022645 FRAME: 0276

760.0100002	MNI-0014USC1	FORCED BEAM SWITCHING IN WIRELESS COMMUNICATION	Filed 05/30/2006 Serial No. 11/420,860 a con of 10/698,848 Pending, No first Office Action
760.0110001	MNI-0011US		Closed
760.011999P	MNI-0011USP1	MULTIMAC CONTROL TECHNIQUES	Filed 11/04/2002 Serial No. 60/423,696
760.0120001	MNI-0008US	SIGNAL COMMUNICATION COORDINATION	Filed 11/03/2003 Serial No. 10/700,342 Pending, No first Office Action
760.012999P	MNI-0008USP1	SYNCHRONIZING MEDIA ACCESS CONTROL (MAC) CONTROLLERS	Filed 11/04/2002 Serial No. 60/423,702
760.0130001	2502881-991101	WIRELESS COMMUNICATION SYSTEM WITH DIRECTIONAL ANTENNA	Filed 08/05/2005 Serial No. 11/198,016 Pending, No first Office Action
760.013999P	2502881-991100	WIRELESS COMMUNICATIONS SYSTEM USING DIRECTIONAL ANTENNAS	Filed 08/05/2004 Serial No. 60/599,743
760.0140001	MNI-0002US	WIRELESS PACKET SWITCHED COMMUNICATION SYSTEMS AND NETWORKS...	Filed 10/12/2001 Serial No. 09/976,246 ISSUED 6,611,231 on 08/26/2003 2/14/2007 Maintenance Fee for year 3.5 paid.

760.0140002	MNI-0002USC1	WIRELESS PACKET SWITCHED COMMUNICATION SYSTEMS AND NETWORKS...	Filed 09/04/2002 Serial No. 10/235,198 Cont. of Pat. No. 6,611,231 ISSUED 6,970,682 on 11/29/2005
760.0150001	MNI-0005US	WIRELESS COMMUNICATION AND BEAM FORMING WITH PASSIVE BEAMFORMERS	Filed 03/07/2003 Serial No. 10/384,308 ISSUED. 6,992,621 on 01/31/2006
760.0160001	MNI-0019US	ELECTROMAGNETIC LENS	Filed 01/16/2004 Serial No. 10/760,023 ISSUED 6,980,169 on 12/27/2005
760.0170001			Unfiled Closed
760.0180001			Unfiled Closed
760.019999P	MNI-0009US	COMMUNICATING BROADCAST FRAMES	Filed 11/04/2002 Serial No. 60/423,701 Abandoned
760.0200001	MNI-0015US		Unfiled Closed
760.0210001	MNI-0016US		Unfiled Closed
760.0220001	MNI-0018US		Unfiled Closed
760.0230001	MNI-0020US		Unfiled Closed

EXHIBIT "5" TO VNH ANSWER/THIRD-PARTY COMPLAINT

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PATENT  
REEL: 022645 FRAME: 0277



760.0240001	MN1-0021US		Unfiled Closed
760.0250001	MN1-0022US		Unfiled Closed
760.0260001	MN1-0023US		Unfiled Closed

### Schedule 2 - Current Registered Trademarks and Copyrights

1. Vivato registered mark, United States Patent and Trademark Office Serial Number 78179365.

EXHIBIT "5" TO VNH ANSWER/THIRD-PARTY COMPLAINT

Exhibit 2, Page 22 of 22

PATENT

REEL: 022645 FRAME: 0278

**Vivato NR**

LOC amount 11/30/2007  
 Facility Date 1,000,000.00  
 Facility 679.97  
 Daily Per diem rate 20%  
 Terms 25%  
 Default Terms 25%

Interest only due on Maturity (Jan 30, 2008)  
 Default interest rate implemented as of (1/30/08)

**Aequitas Portion** **705,000**

Advance	Date	Amount	Funded	Interest due @ 20% (Nov 07 - Jan 30, 2008)	Interest due @ 25% (Jan 31, 2008 - April 09)	Total Interest Due
Advance #1	11/30/2007	70,000.00		2,387.67	21,191.78	23,579.45
Advance #2	12/11/2007	165,000.00		4,723.97	49,952.05	54,676.03
Advance #3	12/27/2007	39,750.00		789.55	12,033.90	12,823.46
Advance #4	12/28/2007	105,000.00		2,028.08	31,787.67	33,815.75
Advance #5	1/16/2008	126,000.00		1,121.92	38,145.21	39,267.12
Advance #6	1/30/2008	126,000.00		155.34	38,145.21	38,300.55
Advance #7	2/26/2008	68,250.00		-	19,493.32	19,493.32
Advance #8	11/13/2008	5,000.00		-	534.25	534.25
		705,000.00		11,206.54	211,283.39	222,489.93

**Western Participation** **287,750**

Advance	Date	Amount	Funded	Interest due @ 20% (Nov 07 - Jan 30, 2008)	Interest due @ 25% (Jan 31, 2008 - April 09)	Total Interest Due
Advance #1	12/11/2007	50,000.00		1,431.51	15,136.99	16,568.49
Advance #2	12/27/2007	67,750.00		1,345.72	20,510.62	21,856.34
Advance #3	12/28/2007	45,000.00		869.18	13,623.29	14,492.47
Advance #4	1/15/2008	54,000.00		510.41	16,347.95	16,858.36
Advance #5	2/13/2008	50,000.00		-	15,136.99	15,136.99
Advance #6	2/19/2008	6,000.00		-	1,816.44	1,816.44
Advance #7	2/26/2008	15,000.00		-	4,541.10	4,541.10
		287,750.00		4,156.82	87,113.36	91,270.17

**Consolidated Note Totals**

Advance	Date	Amount	Funded	Interest due @ 20% (Nov 07 - Jan 30, 2008)	Interest due @ 25% (Jan 31, 2008 - April 09)	Total Interest Due
Principal	992,750.00			15,363.36	298,396.75	313,760.10

Exhibit 3 Page 2 of 2

**CERTIFICATE OF SERVICE**

I hereby certify that on April 23, 2009, I served the foregoing **LIMITED JUDGMENT OF FORECLOSURE** on the individuals listed below, a correct copy thereof contained in a sealed envelope, with postage prepaid, via the method indicated, deposited at Portland, Oregon on said date and addressed as follows:

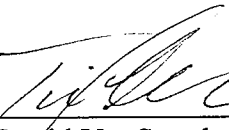
Chris R. Ambrose, Esq.  
Ambrose Law Group, LLC  
312 NW Tenth Ave., Ste. 200  
Portland, OR 97209

**VIA E-MAIL  
AND U.S. MAIL**

Gary Haycox  
11125 SW Tanager Terrace  
Beaverton, OR 97007

**VIA U.S. MAIL**

**BULLIVANT HOUSER BAILEY PC**

By  OSB 972242  
David VanSpeybroeck, OSB #954440  
E-Mail: david.vanspeybroeck@bullivant.com  
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Attorneys for Aequitas Equipment Finance LLC

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