

06-25-2009

FORM PTO-1595

RECORDA'



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U.S. DEPARTMENT OF COMMERCE

U.S. Patent and Trademark Office

103565022

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies) and execution dates:  
Velogix, Inc.

Additional name(s) of conveying party(ies) attached?

☐ Yes ☐ No

2. Name and address of receiving party(ies)

Name: Cswitch Corporation

Street Address: 3131 Jay Street, Suite 200

City/State/Zip: Santa Clara, CA 95054

Additional name(s) &amp; address(es) attached?

☐ Yes ☒ No

3. Nature of conveyance:

☐ Assignment☐ Merger☐ Security☐ Agreement Execution☒ Other Corrective assignment to correct an incorrect serial number 11/066,790, previously recorded on reel and frame number 019834/0516 recorded 09/17/07

4. Application number(s) or patent number(s): 1

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s): 11/539,790

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Peter Su  
Street Address: 530 Lytton Avenue, Suite 200  
City: State: Zip: Palo Alto, CA 94301

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number:

(Customer No. 36430)

(Attorney Docket No. CSWT 1003-3)

DO NOT USE THIS SPACE

9. Statement and Signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Peter Su, Reg. No. 43,939

Name of Person Signing

Signature

17 June 2009

Date

Total number of pages including cover sheet, attachments, and documents: 1

Mail documents to be recorded with required cover sheet information

Form PTO-1595 (Rev. 07/05)  
OMB No. 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

## RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)**

Velogix, Inc.

**2. Name and address of receiving party(ies)**

Name: Cswitch Corporation

Internal Address: \_\_\_\_\_

Additional name(s) of conveying party(ies) attached? ☐ Yes ☐ No

**3. Nature of conveyance/Execution Date(s):**

Execution Date(s) July 2, 2007

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Joint Research Agreement  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☐ Other \_\_\_\_\_

Street Address: 3131 Jay Street, Suite 200

City: Santa Clara

State: CA

Country: United States of America Zip: 95054

Additional name(s) & address(es) attached? ☐ Yes ☐ No

**4. Application or patent number(s):**

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

7,176,717, 11/044,386, 11/539,757, 11/066,336, 11/539,777,  
11/066,790, 11/066,799, 11/065,019, 11/539,809, 11/539,825,  
11/304,024, 11/537,744, 11/344,694, 6,980,029, 6,980,025,  
11/128,575, 11/040,633

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☐ No

**5. Name and address to whom correspondence concerning document should be mailed:**

Name: Peter Su

Internal Address: \_\_\_\_\_

Street Address: 530 Lytton Avenue, Second Floor

City: Palo Alto

State: CA Zip: 94301

Phone Number: (650) 617.3260

Fax Number: (650) 617.3201

Email Address: psu@sullp.com

**6. Total number of applications and patents involved: 17****7. Total fee (37 CFR 1.21(h) & 3.41) \$680**

- ☒ Authorized to be charged by credit card  
☐ Authorized to be charged to deposit account  
☐ Enclosed  
☐ None required (government interest not affecting title)

**8. Payment Information**

a. Credit Card Last 4 Numbers 9862  
Expiration Date July 2009

b. Deposit Account Number \_\_\_\_\_

Authorized User Name Peter Su

**9. Signature:**



Signature

Peter Su

Name of Person Signing

September 17, 2007

Date

Total number of pages including cover sheet, attachments, and documents: 29

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "**Agreement**") is made as of July 25 2007 (the "Effective Date"), by and between Velogix (assignment for benefit of creditors), LLC, in its sole and limited capacity as Assignee for the Benefit of Creditors of Velogix, Inc. (the "**Seller**"), with principal offices located at 101 University Avenue, Suite 100, Palo Alto, California 94301, and Cswitch Corporation, a Delaware corporation (the "**Buyer**"), with principal offices located at 3131 Jay Street, Suite 200, Santa Clara, CA 95054.

### RECITALS

A. By resolution of the board of directors (the "**Board**") of Velogix, Inc., a Delaware corporation (the "**Assignor**"), as memorialized in duly executed minutes of the Board, Assignor has transferred ownership of all its right, title and interest in and to tangible and intangible assets (the "**Assets**") to Seller, and in so doing has also designated Seller to act, pursuant to California law, as the Assignee for the Benefit of Creditors of Assignor. The General Assignment agreement (the "**General Assignment**") between Assignor and Seller, as assignee, is attached hereto as Exhibit A.

B. Seller and Buyer have identified a subset of the Assets that Buyer desires to purchase from Seller (the "**Required Assets**"). The Required Assets are listed in Section 1.2 below. After consummation of the Closing (as defined in Section 2.2, below) contemplated under this Agreement, Seller will liquidate any remaining Assets that are not Required Assets (the "**Remaining Assets**"), and will undertake the winding down of Assignor, which shall ultimately include, but shall not be limited to, the distribution of net funds, after payment of fees and costs associated with the liquidation and winding down, to Assignor's creditors, which are generated from the sale of the Assets.

C. Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the Required Assets, on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants hereinafter set forth, Buyer and Seller hereby agree as follows:

### 1. PURCHASE AND SALE OF REQUIRED ASSETS.

1.1 Agreement to Sell and Purchase Required Assets. Subject to the terms and conditions of this Agreement, and in reliance on the representations, warranties and covenants set forth in this Agreement, Seller agrees to sell, assign, transfer and convey to Buyer at the Closing, and Buyer agrees to purchase and acquire from Seller at the Closing, all of Seller's right, title and interest in and to all of the Required Assets. The Required Assets will be sold, assigned, transferred and conveyed to Buyer (subject to Section 1.3) on the Closing Date "as is" and "where is", with no representations or warranties other than those specifically set forth below, and subject to any and all pledges, liens, licenses, rights of possession, security interests,

restrictions, encumbrances, charges, title retention, conditional sale or other security arrangements of any nature whatsoever (collectively, "*Encumbrances*").

- 1.2 **Required Assets Defined.** As used in this Agreement, the term "*Required Assets*" means, collectively, Seller's right, title and interest in and to the assets listed in Exhibit B attached hereto (each a "*Required Asset*"), provided, however, that the *Required Assets* shall not, under any circumstances, include Seller's or Assignor's (i) cash, (ii) accounts receivable, (iii) claims or preference or fraudulent conveyance recoveries under applicable law, (iv) state or federal tax refunds, (v) insurance refunds or recoveries, and (vi) utility or leasehold security deposits. Buyer shall promptly execute and deliver to Seller any and all such further assignments, endorsements and other documents as Seller may reasonably request for the purpose of effectuating the terms and conditions of this Section.
- 1.3 **Seller's Retention of Patent Licensing Rights.** Seller shall retain the right to sell (A) two non-exclusive worldwide software licenses, for the internal use of any licensee only and without the right to sublicense for any purpose other than for such internal use, utilizing the subject matter of each *Required Asset* and its progeny (if any) and (B) up to five additional worldwide non-exclusive software licenses, for the internal use of any licensee only and without the right to sublicense for any purpose other than for such internal use, utilizing the subject matter of the Assignor's patent applications associated with docket numbers VELO 1005 and VELO 1006 and their progeny (if any). Seller shall also retain the right to provide each licensee of a license described in Sections 1.3(A) and 1.3(B) with (i) worldwide non-exclusive copyright licenses under all copyrights in the Assignor's software and manuals therefor; and (ii) copies of the Assignor's source code and manuals. All consideration granted by licensees in exchange for the software licenses described in Section 1.3 shall be the sole property of Seller.
- 1.4 **Patent Licenses to Altera Corporation.** Buyer and Seller hereby acknowledge that Altera Corporation ("*Altera*") has offered to purchase a sub-license for each *Required Asset*. In addition to the rights retained under Section 1.3, Seller shall be entitled to one-half of the proceeds of any sale of a license for a *Required Asset* at any price by Buyer, or any of its current or future affiliates or subsidiaries, to Altera or any of its current or future affiliates or subsidiaries. Buyer shall remit Seller's share of each such sale to Seller within five (5) business days of the closing and Buyer's actual receipt of funds of each such sale.
- 1.5 **Asset Transfer: Passage of Title; Delivery.**

(a) **Title Passage.** Except as otherwise provided in this Section, upon the Closing, title to all of the *Required Assets* shall pass to Buyer; and Seller shall make available to Buyer possession and full ownership of all of the *Required Assets* as provided in subsection 1.3(b), and shall further, upon Buyer's request, execute assignments, conveyances and/or bills of sale reasonably requested to convey to Buyer title to all the *Required Assets*, subject to the

Encumbrances, in accordance with Section 1.1 of this Agreement, as well as such other instruments of conveyance as counsel for Buyer may reasonably deem necessary to effect or evidence the transfers contemplated hereby.

(b) Delivery of Required Assets. On the Closing Date (as defined in Section 2.2), Seller shall make available to Buyer possession of the Required Assets, provided however, that the expenses of retrieving, removing and transferring the Required Assets shall be borne exclusively by Buyer.

(c) Retention of Documents. As Assignee, Seller is responsible for maintaining business records during the assignment process and, among other things, will have to prepare and file final tax returns. To the extent Buyer requires business records of Assignor that Seller requires to administer the assignment estate, Buyer shall, at its own expense, arrange to obtain copies of such records from Seller.

## 2. PURCHASE PRICE; PAYMENTS.

2.1 Purchase Price. In consideration of the sale, transfer, conveyance and assignment of all the Required Assets to Buyer at the Closing, Buyer shall pay as the total consideration for the Required Assets \$115,000 (the "Purchase Price"). At Closing, the Buyer shall deliver to Seller the Purchase Price, by wire transfer, to the following account:

Seller's Receiving Bank:	Greater Bay Bank 400 Emerson Street Palo Alto, CA 94301
ABA:	121141534
Account to be Credited:	1003-101984
Account Name:	Velogix (assignment for the benefit of creditors), LLC
Bank Contact:	John Mackey
Telephone:	(650) 614-5705

2.2 Closing. The consummation of the purchase and sale of the Required Assets contemplated hereby will take place at a closing to be held at the offices of Sherwood Partners, LLC located at 101 University Avenue, Suite 100, Palo Alto, CA 94301 (the "Closing"), on July \_\_, 2007 (the "Closing Date"), or at such other time or date, and at such place, or by such other means of exchanging documents, as may be agreed to by the parties hereto. If the Closing does not occur on or prior to July \_\_, 2007, or such later date upon which Buyer and Seller may agree in writing, this Agreement shall terminate upon written notice of termination given by either party hereto that is not in default of its obligations hereunder and has attempted in good faith to effectuate the Closing, and thereupon this Agreement shall become null and void and no party hereto will have any further rights or obligations hereunder, except that Sections 6.1 and 7.3 shall survive such termination.

### 3. OBLIGATIONS ASSUMED.

3.1 Liabilities. Except as expressly stated in this Agreement, Buyer shall not assume or become obligated in any way to pay any liabilities, debts or obligations of Seller or of Assignor whatsoever, including but not limited to any liabilities or obligations now or hereafter arising from Assignor's business activities that took place prior to the Closing or any liabilities arising out of or connected to the liquidation and winding down of Assignor's business. All liabilities, debts and obligations of Seller and of Assignor not expressly assumed by Buyer hereunder are hereinafter referred to as the "*Excluded Liabilities.*"

3.2 No Obligations to Third Parties. The execution and delivery of this Agreement shall not be deemed to confer any rights upon any person or entity other than the parties hereto, or make any person or entity a third party beneficiary of this Agreement, or to obligate either party to any person or entity other than the parties to this Agreement. Assumption by Buyer of any liabilities or obligations of Seller under Section 3.1 shall in no way expand the rights or remedies of third parties against Buyer as compared to the rights and remedies such parties would have against Seller if the Closing were not consummated.

### 4. REPRESENTATIONS AND WARRANTIES OF BUYER.

Buyer hereby represents and warrants to Seller that all the following statements are true, accurate and correct:

4.1 Due Organization. Buyer is a corporation duly organized, validly existing, and in good standing under the laws of the State of Delaware. Buyer has all necessary power and authority to enter into this Agreement and all other documents that Buyer is required to execute and deliver hereunder, and holds or will timely hold all permits, licenses, orders and approvals of all federal, state and local governmental or regulatory bodies necessary and required therefore.

4.2 Power and Authority; No Default. Buyer has all requisite power and authority to enter into and deliver this Agreement and to perform its obligations hereunder. The signing, delivery and performance by Buyer of this Agreement, and the consummation of all the transactions contemplated hereby, have been duly and validly authorized by Buyer. This Agreement, when signed and delivered by Buyer, will be duly and validly executed and delivered and will be the valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, subject to the laws relating to bankruptcy, insolvency and relief of debtors, and rules and laws governing specific performance, injunctions, relief and other equitable remedies.

4.3 Authorization for this Agreement. No authorization, approval, consent of, or filing with any governmental body, department, bureau, agency, public board, authority or other third party is required for the consummation by Buyer of the transactions contemplated by this Agreement except for any filings required by the United States Patent and Trademark Office or filings recommended by Buyer's legal counsel.

4.4 **Litigation.** To the best of Buyer's knowledge, there is no litigation, suit, action, arbitration, inquiry, investigation or proceeding pending or, to the knowledge of Buyer, threatened, before any court, agency or other governmental body against Buyer (or any corporation or entity affiliated with Buyer) which seeks to enjoin or prohibit or otherwise prevent the transactions contemplated hereby.

## 5. **REPRESENTATIONS AND WARRANTIES OF SELLER.**

Seller represents and warrants to Buyer that all of the following statements are true, accurate and correct:

5.1 **Corporate Organization.** Seller is a limited liability corporation duly organized, validly existing, and in good standing under the laws of the State of California.

5.2 **Power and Authority; No Default Upon Transfer.** As Assignee, Seller has all requisite power and authority to enter into and deliver this Agreement and to perform its obligations hereunder and under the General Assignment. The signing, delivery and performance by Seller of this Agreement, and the consummation of all the transactions contemplated hereby, have been duly and validly authorized by Seller. To the best of Seller's knowledge, the General Assignment was duly authorized by Assignor's Board and is a valid agreement binding on the Assignor and Seller. This Agreement, when signed and delivered by Seller, will be duly and validly executed and delivered and will be the valid and binding obligation of Seller, enforceable against Seller, as Assignee, in accordance with its terms as governed by applicable law, regulations and rules. Neither the signing and delivery of this Agreement by Seller, nor the performance by Seller of its obligations under this Agreement, will (i) violate Seller's Articles of Incorporation or Bylaws, or (ii) to the best of Seller's knowledge, violate any law, statute, rule or regulation or order, judgment, injunction or decree of any court, administrative agency or government body applicable to Seller.

5.3 **Title.** To the best of Seller's knowledge after reasonable inquiry, including, without limitation, competent assessment of a national UCC search, Seller, as Assignee, has good and marketable title to all of the Required Assets. Seller sells, assigns, transfers and conveys the Required Assets to Buyer "as is" and "where is", with no representations or warranties as to merchantability, fitness or use, and the Required Assets shall be subject to the Encumbrances.

(a) **AS-IS SALE; DISCLAIMERS; RELEASE.** IT IS UNDERSTOOD AND AGREED THAT, UNLESS EXPRESSLY STATED HEREIN, SELLER IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE REQUIRED ASSETS, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

(b) BUYER ACKNOWLEDGES AND AGREES THAT UPON CLOSING SELLER SHALL SELL AND CONVEY TO BUYER AND BUYER SHALL ACCEPT THE PROPERTY "AS IS, WHERE IS, WITH ALL FAULTS." BUYER HAS NOT RELIED AND WILL NOT RELY ON, AND SELLER IS NOT LIABLE FOR OR BOUND BY, ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTEES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE REQUIRED ASSETS OR RELATING THERETO MADE OR FURNISHED BY SELLER OR ITS REPRESENTATIVES, TO WHOMEVER MADE OR GIVEN, DIRECTLY OR INDIRECTLY, ORALLY OR IN WRITING, EXCEPT AS EXPRESSLY STATED HEREIN. BUYER ALSO ACKNOWLEDGES THAT THE PURCHASE PRICE REFLECTS AND TAKES INTO ACCOUNT THAT THE REQUIRED ASSETS ARE BEING SOLD "AS IS, WHERE IS, WITH ALL FAULTS."

(c) BUYER ACKNOWLEDGES TO SELLER THAT BUYER WILL HAVE THE OPPORTUNITY TO CONDUCT PRIOR TO CLOSING SUCH INSPECTIONS AND INVESTIGATIONS OF THE REQUIRED ASSETS AS BUYER DEEMS NECESSARY OR DESIRABLE TO SATISFY ITSELF AS TO THE REQUIRED ASSETS AND ITS ACQUISITION THEREOF. BUYER FURTHER WARRANTS AND REPRESENTS TO SELLER THAT BUYER WILL RELY SOLELY ON ITS OWN REVIEW AND OTHER INSPECTIONS AND INVESTIGATIONS IN THIS TRANSACTION AND NOT UPON THE INFORMATION PROVIDED BY OR ON BEHALF OF SELLER, OR ITS AGENTS, EMPLOYEES OR REPRESENTATIVES WITH RESPECT THERETO. BUYER HEREBY ASSUMES THE RISK THAT ADVERSE MATTERS INCLUDING, BUT NOT LIMITED TO, LATENT OR PATENT DEFECTS, ADVERSE PHYSICAL OR OTHER ADVERSE MATTERS, MAY NOT HAVE BEEN REVEALED BY BUYER'S REVIEW AND INSPECTIONS AND INVESTIGATIONS.

(d) BUYER ACKNOWLEDGES THAT SOME ASSETS DESCRIBED IN EXHIBIT B MAY CONTAIN THIRD-PARTY INTELLECTUAL PROPERTY THAT MAY HAVE BEEN LICENSED BY ASSIGNOR OR OTHERWISE ACQUIRED BY ASSIGNOR. BUYER UNDERSTANDS THAT SELLER IS UNABLE TO TRANSFER INTELLECTUAL PROPERTY BELONGING TO A THIRD-PARTY WITHOUT THE EXPRESS WRITTEN CONSENT OF THAT PARTY, WHICH WILL NOT BE OBTAINED OR SOUGHT BY SELLER AS A PART OF THIS AGREEMENT. BUYER SHALL ACCEPT FULL RESPONSIBILITY FOR COMMUNICATING WITH THIRD-PARTIES WHOSE INTELLECTUAL PROPERTY MAY BE INCLUDED IN THE REQUIRED ASSETS TRANSFERRED HEREBY AND SHALL PAY ANY AND ALL LICENSING OR OTHER FEES, COSTS, EXPENSES OR CHARGES THAT MAY BE ASSOCIATED WITH USING SAID ASSETS.

5.4 Litigation. To the best of Seller's knowledge, there is no claim, action, arbitration, inquiry, investigation, suit or proceeding pending or, to Seller's knowledge, threatened, against Seller or Assignor that might affect in any way any Required Asset or the transaction contemplated by this Agreement, nor is Seller aware or have grounds to know of any



reasonable basis therefor. To the best of Seller's knowledge, there are no judgments, decrees, injunctions or orders of any court, governmental body, department, commission, agency, instrumentality or arbitrator against Seller or Assignor affecting the Required Assets.

**5.5 Authorization for this Agreement.** To the best of Seller's knowledge, no authorization, approval, consent of, or filing with any governmental body, department, bureau, agency, public board, authority or other third party is required for the consummation by Seller of the transactions contemplated by this Agreement.

**5.6 Assignee.** All rights of Seller with regard to the ownership and possession of the Required Assets are rights held as Assignee pursuant to the General Assignment made by Assignor. Pursuant to the General Assignment, Assignor has informed Seller that it transferred all of Assignor's right, title and interest in and to the Required Assets to Seller. Pursuant to this Agreement, Seller, solely in its capacity as Assignee, sells, assigns, and transfers all of its right, title and interest in and to the Required Assets to Buyer.

## **6. COVENANTS OF BUYER.**

**6.1 Confidential Information.** All copies, if any, of financial information, pricing, marketing plans, business plans, and other confidential and/or proprietary information of Assignor and/or Seller disclosed to Buyer in the course of negotiating the transaction contemplated by this Agreement, including the terms of this Agreement ("***Seller Confidential Information***"), will be held in confidence and not used or disclosed by Buyer or any of its employees, affiliates or stockholders, except to any public or private lender, for a period of six (6) months from the Effective Date and will be promptly destroyed by Buyer or returned to Seller, upon Seller's written request to Buyer; provided, however that from and after the Closing, the foregoing covenant shall not be applicable to any Seller Confidential Information included in the Required Assets. It is agreed that Seller Confidential Information will not include information that: (a) is proven to have been known to Buyer prior to receipt of such information from Seller; (b) is disclosed by a third party having the legal right to disclose such information and who owes no obligation of confidence to Seller; (c) is now, or later becomes part of the general public knowledge or literature, other than as a result of a breach of this Agreement by Buyer; or (d) is independently developed by Buyer without the use of any Seller Confidential Information.

**6.2 Press Releases and Public Announcements.** Buyer shall not issue any press release or make any disclosure or public announcement relating to the financial terms of this Agreement or identifying Seller without the prior written approval of Seller, which shall not be unreasonably withheld. Notwithstanding the foregoing, Buyer may disclose certain information relating to this Agreement if required to do so by law or applicable governmental regulation or in pursuit of Buyer's business and/or customers pertaining to the Required Assets.

**6.3 Taxes and any Other Charges Related to the Sale.** Buyer agrees to promptly pay all sales, transfer, use or other taxes, duties, claims or charges imposed on and/or related to the sale of the Required Assets to Seller under this Agreement by any tax authority or other

governmental agency and to defend, indemnify and hold Seller harmless from and against any such taxes, duties, claims, or charges for payment thereof by any tax authority or other governmental agency.

**6.4 Survival of Covenants.** The covenants set forth in Sections 6.1, 6.2, 6.3, and this Section 6.4 shall survive the Closing. The covenants set forth in Section 6.1 above shall, in addition, survive the termination of this Agreement for any reason.

## **7. COVENANTS OF SELLER.**

Seller covenants and agrees with Buyer as follows:

**7.1 Further Assurances.** From and after the Closing Date, Seller shall cooperate with Buyer and promptly sign and deliver to Buyer any and such additional documents, instruments, endorsements and related information and take actions as Buyer may reasonably request for the purpose of effecting the transfer of Seller's and/or Assignor's title to the Required Assets to Buyer, and/or carrying out the provisions of this Agreement, provided, however, that Seller shall be reimbursed for its reasonable costs and expenses incurred in providing such documents, instruments, endorsements or related information, which additional documents, instruments, endorsements or related information shall be prepared solely by Buyer.

**7.2 Press Releases and Public Announcements.** Seller shall not issue any press release or make any disclosure or public announcement relating to the financial terms of this Agreement or identify the Buyer without the prior written approval of the Buyer, which shall not be unreasonably withheld. Notwithstanding the foregoing, Seller may disclose certain information relating to this Agreement if required to do so by law or applicable governmental regulation and Seller shall be permitted, at its discretion, to prepare and distribute a tombstone regarding the General Assignment and the Agreement without mentioning the identity of Buyer or the terms of the Agreement.

**7.3 Survival of Covenants.** Each of the covenants set forth in Sections 7.1, 7.2, and this Section 7.3 shall survive the Closing.

## **8. CONDITIONS TO CLOSING.**

**8.1 Conditions to Buyer's Obligations.** The obligations of Buyer hereunder shall be subject to the satisfaction and fulfillment of each of the following conditions, except as Buyer may expressly waive the same in writing:

(a) **Accuracy of Representations and Warranties on Closing Date.** The representations and warranties made herein by Seller shall be true and correct in all material respects, and not misleading in any material respect, on and as of the date given, and on and as of the Closing Date with the same force and effect as though such representations and warranties were made on and as of the Closing Date.

(b) Compliance. As of the Closing Date, Seller shall have complied in all material respects with, and shall have fully performed, in all material respects, all conditions, covenants and obligations of this Agreement imposed on Seller and required to be performed or complied with by Seller at, or prior to, the Closing Date.

(c) Delivery of Required Assets. Seller shall have made the Required Assets available to Buyer as set forth in Section 1.3 above.

(d) Delivery of Closing Documents. Seller shall have delivered, and Buyer shall have received, the documents described in Section 9.2 hereof.

**8.2 Conditions to Seller's Obligations**. The obligations of Seller hereunder shall be subject to the satisfaction and fulfillment of each of the following conditions, except as Seller may expressly waive the same in writing:

(a) Accuracy of Representations and Warranties on Closing Date. The representations and warranties made herein by Buyer in Section 4 hereof shall be true and correct in all material respects, and not misleading in any material respect, on and as of the date given, and on and as of the Closing Date with the same force and effect as though such representations and warranties were made on and as of the Closing Date.

(b) Compliance. Buyer shall have complied in all material respects with, and shall have fully performed, the terms, conditions, covenants and obligations of this Agreement imposed thereon to be performed or complied with by Buyer at, or prior to, the Closing Date.

(c) Payment. Buyer shall have transmitted by wire transfer and Seller shall have received payment of the Purchase Price.

## **9. CLOSING OBLIGATIONS**

**9.1 Buyer's Closing Obligations**. At the Closing, Buyer shall deliver to Seller the following:

(a) Payment of \$115,000 by wire transfer to Seller; and

(b) The Assignment and Bill of Sale Agreement, in the form attached hereto as Exhibit C, signed by an authorized officer of Buyer on behalf of Buyer.

**9.2 Seller's Closing Obligations**. At the Closing, Seller shall deliver to Buyer the following:

(a) The Required Assets in accordance with Section 1.3; and

(b) The Assignment and Bill of Sale Agreement, in the form attached hereto as Exhibit C, signed by an authorized officer of Seller on behalf of Seller.

## **10. SURVIVAL OF WARRANTIES AND INDEMNIFICATION.**

**10.1 Survival of Warranties.** All representations and warranties made by Seller or Buyer herein, or in any certificate, schedule or exhibit delivered pursuant hereto, shall survive the Closing for a period of one (1) year after the Closing.

**10.2 Indemnified Losses.** For the purpose of this Section 10.2 and when used elsewhere in this agreement, "*Loss*" shall mean and include any and all liability, loss, damage, claim, expense, cost, fine, fee, penalty, obligation or injury including, without limitation, those resulting from any and all actions, suits, proceedings, demands, assessments, judgments, award or arbitration, together with reasonable costs and expenses including the reasonable attorneys' fees and other legal costs and expenses relating thereto.

**10.3 No Indemnification by Seller.** Seller is selling to Buyer the Required Assets defined in this Agreement "as is" and "where is", with no representations or warranties as to merchantability, fitness or usability or in any other regard (except for the limited representations and warranties specifically set forth above) and does not agree to defend, indemnify or hold harmless Buyer, any parent, subsidiary or affiliate of Buyer or any director, officer, employee, stockholder, agent or attorney of Buyer or of any parent, subsidiary or affiliate of Buyer from and against and in respect of any Loss which arises out of or results from the transaction described herein.

**10.4 Indemnification By Buyer.** Subject to the provisions and limitations set forth in this Section 10, Buyer agrees to defend, indemnify and hold harmless Seller, any parent, subsidiary or affiliate of Seller and any director, officer, employee, stockholder, agent or attorney of Seller or of any parent, subsidiary or affiliate of Seller (collectively, the "*Seller Indemnitees*") from and against and in respect of any Loss which arises out of or results from:

- (a) any breach by Buyer of any covenant, or the inaccuracy or untruth of any representation or warranty of Buyer made herein; or
- (b) the use of the Required Assets after the Closing;

provided, however, that nothing in this Section 10.4 shall impose on Buyer any duty to indemnify Seller for any Excluded Liabilities.

**10.5 Period for Making Claims.** A claim for indemnification by Seller under this Section 10 may be brought, if at all, at any time after the Closing Date, with respect to any claim or claims for indemnification under this Section 10, provided, however, that any claim under Section 10.4(a) with respect to the inaccuracy or untruth of any representation or warranty must be brought, if at all, prior to the time such representation or warranty expires pursuant to Section 10.1.

**11. MISCELLANEOUS.**

**11.1 Expenses.** Each of the parties hereto shall bear its own expenses (including without limitation attorneys' fees) in connection with the negotiation and consummation of the transaction contemplated hereby.

**11.2 Notices.** Any notice required or permitted to be given under this Agreement shall be in writing and shall be personally or sent by certified or registered United States mail, postage prepaid, or sent by nationally recognized overnight express courier and addressed as follows:

- (a) If to Seller:  
Velogix (assignment for benefit of creditors), LLC  
101 University Avenue, Suite 100  
Palo Alto, CA 94301  
Tel.: 650-329-9996  
Fax: 650-329-0980  
Email: mam@shrwood.com  
Attention: Michael Maidy

With copy to:

Murray & Murray  
19400 Stevens Creek Blvd.  
Suite 200  
Cupertino, CA 95014  
Tel: 650-852-9000  
Fax: 650-852-9244  
Email: sonsill@murraylaw.com  
Attention: Steve O'Neill

- (b) If to Buyer:  
Cswitch Corporation  
3131 Jay Street, Suite 200  
Santa Clara, CA 95054  
Tel: (408) 986-1964  
Fax: (408) 986-1930  
Email: doug@cswitch.com  
Attention: Douglas Laird, President and CEO

**11.3 Entire Agreement.** This Asset Purchase Agreement, the Exhibits hereto (which are incorporated herein by reference) and any agreements to be executed and delivered in connection herewith, together constitute the entire agreement and understanding between the parties and there are no agreements or commitments with respect to the transactions contemplated herein except as set forth in this Agreement. This Agreement supersedes any prior offer, agreement or understanding between the parties with respect to the transactions contemplated hereby.

**11.4 Amendment; Waiver.** Any term or provision of this Agreement may be amended only by a writing signed by Seller and Buyer. The observance of any term or provision of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) only by a writing signed by the party to be bound by such waiver. No waiver by a party of any breach of this Agreement will be deemed to constitute a waiver of any other breach or any succeeding breach.

**11.5 No Third Party Beneficiaries.** Nothing expressed or implied in this Agreement is intended, or shall be construed, to confer upon or to give any person, firm or corporation, other than the parties hereto, any rights or remedies under or by reason of this Agreement.

**11.6 Execution in Counterparts.** For the convenience of the parties, this Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

**11.7 Benefit and Burden.** This Agreement shall be binding upon, shall inure to the benefit of, and be enforceable by and against, the parties hereto and their respective successors and permitted assigns.

**11.8 Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of California (excluding application of any choice of law doctrines that would make applicable the law of any other state or jurisdiction) and, where appropriate, applicable federal law.

**11.9 Severability.** If any provision of this Agreement is for any reason and to any extent deemed to be invalid or unenforceable, then such provision shall not be voided but rather shall be enforced to the maximum extent then permissible under then applicable law and so as to reasonably effect the intent of the parties hereto, and the remainder of this Agreement will remain in full force and effect.

**11.10 Attorneys' Fees.** Should a suit or arbitration be brought to enforce or interpret any provision of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees to be fixed in amount by the Court or the Arbitrator(s) (including without limitation costs, expenses and fees on any appeal). The prevailing party will be entitled to recover its costs of suit or arbitration, as applicable, regardless of whether such suit or arbitration proceeds to a final judgment or award.

IN WITNESS WHEREOF, Buyer and Seller executed and delivered this Asset Purchase Agreement by their duly authorized representatives as of the Effective Date.

**SELLER:**

Velogix (assignment for benefit of creditors),  
LLC

In its sole and limited capacity as  
Assignee for the Benefit of Creditors  
of Velogix, Inc.

By: Its: Co-managing Member**BUYER:**

Cswitch Corporation

By: Its: President & CEO

**EXHIBIT A**

**General Assignment**



### GENERAL ASSIGNMENT

This Assignment is made as of the 14th day of February, 2007, by Velogix, Inc., a ~~Reliance~~ corporation, with offices at 2901 Tasman Drive, Suite 211, Santa Clara, CA, 95054, hereinafter referred to as "Assignor", to Velogix (assignment for the benefit of creditors), LLC, a California limited liability company, hereinafter referred to, along with any successors and assigns, as "Assignee".

### RECITALS

WHEREAS, Assignor has determined that, based upon its business prospects, entering into this Assignment is in the best interests of the Assignor's creditors; and

WHEREAS, Assignor believes that Assignee is well qualified to efficiently administer the Assignment for the benefit of the Assignor's creditors;

NOW, THEREFORE, for valuable consideration, the receipt of which is duly acknowledged, the parties agree as follows:

### AGREEMENT

#### 1. Assignment of Assets.

(a) Assignor, for and in consideration of the covenants and agreements to be performed by Assignee, as hereinafter contained, and for good and valuable consideration, receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, assign, convey and transfer to Assignee, its successors and assigns, in trust, for the benefit of Assignor's creditors generally, all of the property of Assignor of every kind and nature and wherever situated, both real and personal, and any interest or equity therein not exempt from execution, including, but not limited to, all that certain stock of merchandise, equipment, furniture, fixtures, accounts, books, cash on hand, cash in bank, deposits, patents, copyrights, trademarks and trade names and all associated goodwill, source codes, software, and related documentation, insurance policies, and choses in action that are legally assignable, together with the proceeds of any existing non-assignable choses in action that may hereafter be recovered or received by Assignor. Assignor agrees to execute such additional documents as shall be necessary to accomplish the purposes of this Assignment.

(b) This Assignment specifically includes and covers all claims for refund or abatement of all excess taxes heretofore or hereafter assessed against or collected from Assignor by the U.S. Treasury Department or any other taxing agency, and Assignor agrees to sign and execute power of attorney or such other documents as required to enable Assignee to file and prosecute, compromise and/or settle, all such claims before the Internal Revenue Service, U.S. Treasury Department or any other taxing or other Governmental agency.

(c) Assignee is to receive said property, conduct said business, should it deem it proper, and is hereby authorized at any time after the signing hereof by

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Assignor to sell and dispose of said property upon such time and terms as it may see fit, and is to pay to creditors of Assignor pro rata, the net proceeds arising from the conducting of said business and sale and disposal of said property, after deducting all moneys which Assignee may at its option pay for the discharge of any lien on any of said property and any indebtedness which under the law is entitled to priority of payment, and all expenses, including a reasonable fee to Assignee and its attorneys.

2. Payment of Fees. Assignee shall be entitled to be paid the fees and recover the costs set forth in the Compensation and Expense Reimbursement Agreement dated as of the date hereof between the Assignor and the Assignee (the "Fee Letter").

3. Appointment of Agents. Assignee is authorized and empowered to appoint and compensate such agents, field representatives and/or attorneys and/or accountants as it may deem necessary, and such agents and/or field representatives shall have full power and authority to open bank accounts in the name of Assignee or its nominees or agents and to deposit assigned assets or the proceeds thereof in such bank accounts and to draw checks thereon and with the further power and authority to do such other acts and to execute such papers and documents in connection with this Assignment as Assignee may consider necessary or advisable.

4. Certain Acknowledgments Regarding Transfer. Assignor acknowledges that certain of the assets being assigned under this General Assignment may be subject to restrictions on the use or transfer of such assets, the unauthorized use or transfer of which may result in further damages or claims. Such assets may include, without limitation, intellectual property rights of the Assignor (e.g., trade names, service names, registered and unregistered trademarks and service marks and logos; internet domain names; patents, patent rights and applications therefor, copyrights and registrations and applications therefor; software and source code (and software licenses with respect thereto); customer lists and customer information; know-how, trade secrets, inventions, discoveries, concepts, ideas, methods, processes, designs, formulae, technical data, drawings, specifications, data bases and other proprietary assets (collectively, "Intellectual Property")). Assignor represents and warrants that its officers, directors, shareholders, employees, agents, customers and other third parties have been advised not to use, remove or cause a transfer (other than pursuant to this General Assignment) of any of the assets of Assignor, including without limitation the Intellectual Property, either prior or subsequent to this General Assignment, except as expressly authorized in writing in advance, which written authorization is not inconsistent with or otherwise may constitute a breach of any other written agreement. Except as authorized in writing, which has been disclosed in writing to Assignee, Assignor further represents and warrants, to the best of its knowledge, that no asset (including, without limitation, the Intellectual Property) has been transferred, used, or removed, in whole or in part, in a manner that interferes with the rights and interests of a third party(ies) in such asset or otherwise may constitute a breach of any contract with such third party(ies).

5. Representations and Warranties of the Assignor. Assignor represents and warrants to Assignee that as of the date hereof:

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(a) Assignor has all requisite power and authority to execute, deliver and perform its obligations under this Assignment, including, without limitation, to transfer the property transferred to the Assignee hereby;

(b) the execution, delivery and performance by the Assignor of this Assignment has been duly authorized by all necessary corporate and other action and does not and will not require any registration with, consent or approval of, or notice to or action by, any person (including any governmental authority) in order to be effective and enforceable;

(c) this Assignment constitutes the legal, valid and binding obligation of the Assignor, enforceable against it in accordance with their respective terms; and

(d) with the exception of a severance agreement with the Assignor's Chief Executive Officer, all claims for wages, expense reimbursements, benefits and other compensation with priority over the Assignor's other creditors pursuant to California Code of Civil Procedure § 1204 accrued or otherwise arising prior to the date hereof have been paid in full.

6. Resignation and Replacement of Assignee. The Assignee may resign and be discharged from its duties hereunder at any time; provided that such resignation shall not become effective until a successor Assignee has been appointed by the resigning Assignee and such successor has accepted its appointment in writing delivered to the resigning Assignee. Any successor Assignee appointed hereunder shall execute an instrument accepting such appointment hereunder and shall deliver one counterpart thereof to the resigning Assignee. Thereupon such successor Assignee shall, without any further act, become vested with all the estate, properties, rights, powers, trusts, and duties of his predecessor in connection with the Assignment with like effect as if originally named therein, but the resigning Assignee shall nevertheless, when requested in writing by the successor Assignee, execute and deliver an instrument or instruments conveying and transferring to such successor Assignee all of the estates, properties, rights, powers and trusts of such resigning Assignor in connection with the Assignment, and shall duly assign, transfer, and deliver to such successor Assignee all property and money held by it hereunder.

7. Limitation of Liability. Assignor acknowledges that Assignee is acting solely as Assignee in connection with this Assignment and not in its personal capacity. As a result, Assignor expressly agrees that Assignee, its stockholders, officers and agents shall not be subject to any personal liability whatsoever in connection with the affairs of this Assignment, except for its own misconduct knowingly and intentionally committed in bad faith. No provision of this Agreement shall be construed to relieve the Assignee from liability for its own misconduct knowingly and intentionally committed in bad faith, except that:

(a) The Assignee shall not be required to perform any duties or obligations except for the performance of such duties and obligations as are specifically

set forth in this Assignment, and no implied covenants or obligations shall be read into this Assignment against the Assignee.

(b) In the absence of bad faith on the part of the Assignee, the Assignee may conclusively rely, as to the truth, accuracy and completeness thereof, on the statements and certificates or opinions furnished to the Assignee by the Assignor and conforming to the requirements of this Assignment.

(c) The Assignee shall not be liable for any error of judgment made in good faith.

(d) The Assignee shall not be liable with respect to any action taken or omitted to be taken by it in accordance with a written opinion of legal counsel addressed to the Assignee.

8. Reliance.

(a) The Assignee may rely and shall be protected in acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties.

(b) The Assignee may consult with legal counsel to be selected by it, and the Assignee shall not be liable for any action taken or suffered by it in accordance with the advice of such counsel.

(c) Persons dealing with the Assignee shall look only to the assignment estate to satisfy any liability incurred by the Assignee in good faith to any such person in carrying out the terms of this Assignment, and the Assignee shall have no personal or individual obligation to satisfy any such liability.

9. Headings. The headings used in this Assignment are for convenience only and shall be disregarded in interpreting the substantive provisions of this Assignment.

10. Forwarding of Mail. Assignor authorizes the forwarding of its mail by the U.S. Postal Service as directed by Assignee.

11. Counterparts. This Assignment agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.

12. Attorneys fees and costs. Except as set forth in the Fee Letter, the parties agree that each of them shall bear its own legal costs and expenses in connection with the negotiation, drafting, execution or enforcement of this Assignment.

13. Entire Agreement. This Assignment and the Fee Letter contain the entire agreement of the parties hereto with respect to the matters covered and the

transactions contemplated hereby, and no other agreement, statement, representation, warranty or promise made prior hereto or contemporaneously herewith by any party hereto, or any employee, officer, agent, or attorney of any party hereto shall be valid or binding or relied upon by any party as an inducement to enter into, or as consideration for, this Assignment.

IN WITNESS WHEREOF the parties hereunder set their hands the day and year first above written.

Assignor's Federal Tax I.D. Number:

Federal # 16-1634528

**VELOGIX, INC., a Delaware Corporation, Assignor**

By: 

Its: Chairman

**Velogix (assignment for the benefit of creditors), LLC, a California limited liability company, Assignee**

By: 

Its: President

**EXHIBIT B**

**Required Assets**

June 04, 2007

## Patent Status Report by Client

Page

VELO Velogix, Inc.

Number/SubCase	Case Type	Status Client Reference #	App Number Pat Number	App Date Iss Date	All Actions	Due Date
1/	PRI	ISSUED	11/036,109	14-Jan-2005	Tax 3.5	13-Aug-21
y: United States of America			7,176,717	13-Feb-2007	Tax 7.5	13-Aug-21
e: PROGRAMMABLE LOGIC AND ROUTING BLOCKS WITH DEDICATED LINES.					Tax 11.5	13-Aug-21

s: Non-Publication Request filed with Application. - JG  
 Rescission of Non-Publication Request Acknowledged per PTO Communication dated 1/20/06. - JG  
 312 Amendment filed with PTO on 11/13/06. - JG  
 Response to Rule 312 Communication dated 11/22/06 indicates that Amendment filed on 11/13/06 has been entered in part. - JG  
 Discontinue work on Velogix matters until further client instructions per Peter's email of 1/16/07. - JG  
 y: Inventors: Sunkavalli, Ravi; Verma, Hare K.; Mulpur, Chandra; Delays, Elliott

1/	PRI	Published	11/044,386	27-Jan-2005	3 MONTH OA DUE	05-Jul-20
y: United States of America					3 MONTH OA EXT. #1	05-Aug-21
e: PROGRAMMABLE LOGIC CELLS WITH LOCAL CONNECTIONS					3 MONTH OA EXT. #2	05-Sep-20
					3 MONTH OA - FINAL	05-Oct-20

s: Change of Correspondence Address filed with PTO on 9/18/06. - JG  
 Discontinue work on Velogix matters until further client instructions per Peter's email of 1/16/07. - JG  
 y: Inventors: Verma, Hare K.; Sunkavalli, Ravi; Nag, Sudip; Kong, Conrad; Hu, Bo; Mulpur, Chandra; Vittal, Ashok

2/	DIV	Published	11/539,757	09-Oct-2006	Application Status Check	09-Apr-21
y: United States of America						
e: PROGRAMMABLE LOGIC CELLS WITH LOCAL CONNECTIONS						

s: Application is a Divisional of 11/044,386, filed 1/27/05. - JG  
 Preliminary Amendment filed with application. - JG  
 Discontinue work on Velogix matters until further client instructions per Peter's email of 1/16/07. - JG  
 y: Inventors: Verma, Hare K.; Sunkavalli, Ravi; Nag, Sudip; Kong, Conrad; Hu, Bo; Mulpur, Chandra; Vittal, Ashok

1/	PRI	Published	11/066,336	23-Feb-2005		
y: United States of America						
e: DEDICATED LOGIC CELLS EMPLOYING CONFIGURABLE LOGIC AND DEDICATED LOGIC FUNCTIONS						

s: Non-Publication Request filed with Application. - JG  
 Rescission of Non-Publication Request Acknowledged per PTO Communication dated 1/20/06. - JG  
 Change of Correspondence Address form filed with PTO on 9/6/06. - JG  
 Discontinue work on Velogix matters until further client instructions per Peter's email of 1/16/07. - JG  
 Final due date for Office Action was 5/9/07. Notice of Abandonment will be sent out soon as of 6/4/07. - JG  
 y: Inventors: Verma, Hare K.; Sunkavalli, Ravi; Gunwani, Manoj; Delays, Elliott

June 04, 2007 **Patent Status Report by Client** Page

VELO Velogix, Inc.

Number/SubCase	Case Type	Status Client Reference #	App Number Pat Number	App Date Iss Date	All Actions	Due Date
2/	DIV	Published	11/539,777	09-Oct-2006	Application Status Check	09-Apr-21
y: United States of America e: DEDICATED LOGIC CELLS EMPLOYING CONFIGURABLE LOGIC AND DEDICATED LOGIC FUNCTIONS s: Application is a Divisional of 11/066,336, filed 2/23/05. - JG Preliminary Amendment filed along with application. - JG Discontinue work on Velogix matters until further client instructions per Peter's email of 1/16/07. - JG i: Inventors: Verma, Hare K.; Sunkavalli, Ravi; Gunwani, Manoj; Delays, Elliott						
3/	DIV	Published	11/539,790	09-Oct-2006	Application Status Check	09-Apr-21
y: United States of America e: DEDICATED LOGIC CELLS EMPLOYING CONFIGURABLE LOGIC AND DEDICATED LOGIC FUNCTIONS s: Application is a Divisional of 11/066,336, filed 2/23/05. - JG Preliminary Amendment filed along with application. - JG Discontinue work on Velogix matters until further client instructions per Peter's email of 1/16/07. - JG i: Inventors: Verma, Hare K.; Sunkavalli, Ravi; Gunwani, Manoj; Delays, Elliott						
4/	DIV	Published	11/539,799	09-Oct-2006	Application Status Check	09-Apr-21
y: United States of America e: DEDICATED LOGIC CELLS EMPLOYING CONFIGURABLE LOGIC AND DEDICATED LOGIC FUNCTIONS s: Application is a Divisional of 11/066,336, filed 2/23/05. - JG Preliminary Amendment filed along with application. - JG Discontinue work on Velogix matters until further client instructions per Peter's email of 1/16/07. - JG i: Inventors: Verma, Hare K.; Sunkavalli, Ravi; Gunwani, Manoj; Delays, Elliott						
1/	PR	Published	11/065,019	23-Feb-2005		
y: United States of America e: DEDICATED LOGIC CELLS EMPLOYING SEQUENTIAL LOGIC AND CONTROL LOGIC FUNCTIONS s: Discontinue work on Velogix matters until further client instructions per Peter's email of 1/16/07. - JG Final due date for Office Action was 5/9/07. Notice of Abandonment will be sent out soon as of 6/4/07. - JG i: Inventors: Verma, Hare K.; Sunkavalli, Ravi; Gunwani, Manoj; Mulpuri, Chandra						
2/	DIV	Published	11/539,809	09-Oct-2006	Application Status Check	09-Apr-21
y: United States of America e: DEDICATED LOGIC CELLS EMPLOYING SEQUENTIAL LOGIC AND CONTROL LOGIC FUNCTIONS s: Application is a Divisional of 11/065,019, filed 2/23/05. - JG Preliminary Amendment filed along with application. - JG Discontinue work on Velogix matters until further client instructions per Peter's email of 1/16/07. - JG i: Inventors: Sunkavalli, Ravi; Verma, Hare K.; Gunwani, Manoj; Delays, Elliott						



June 04, 2007 **Patent Status Report by Client** Page

VELO Velogix, Inc.

Number/SubCase	Case Type	Status Client Reference #	App Number Pat Number	App Date Iss Date	All Actions	Due Date
3/	OPV	Published	11/539,825	09-Oct-2006	Application Status Check	09-Apr-20
y: United States of America e: DEDICATED LOGIC CELLS EMPLOYING SEQUENTIAL LOGIC AND CONTROL LOGIC FUNCTIONS s: Application is a Divisional of 11/065,019, filed 2/23/05. - JG Preliminary Amendment filed along with application. - JG Supplemental ADS filed on 1/10/07 to correct inventor. - JG Discontinue work on Velogix matters until further client instructions per Peter's email of 1/16/07. - JG i: Inventors: Verma, Hare K.; Sankavalli, Ravi; Gunwani, Manej; Mulpuri, Chandra						
1/	PRI	Pending	11/304,024	15-Dec-2005	Application Status Check	15-Jun-20
y: United States of America e: SIMULTANEOUS TIMING-DRIVEN FLOORPLANNING AND PLACEMENT FOR HETEROGENEOUS FIELD PROGRAMMABLE GATE ARRAY s: Non-Publication Request filed with application. - JG Discontinue work on Velogix matters until further client instructions per Peter's email of 1/16/07. - JG i: Inventors: Hu, Bo						
1/	PRI	Pending	11/537,744	02-Oct-2006	Foreign Filing Due Application Status Check	02-Oct-20 02-Apr-26
y: United States of America e: STRUCTURE CLUSTER AND METHOD IN PROGRAMMABLE LOGIC CIRCUIT s: Non-Publication Request filed with application. - JG Discontinue work on Velogix matters until further client instructions per Peter's email of 1/16/07. - JG i: Inventors: Hu, Bo						
1/	PRI	Pending	11/344,694	01-Feb-2006	Application Status Check	01-Aug-21
y: United States of America e: PROGRAMMABLE LOGIC SYSTEMS AND METHODS EMPLOYING CONFIGURABLE FLOATING POINT UNITS s: Non-Publication Request filed with Application. - JG Discontinue work on Velogix matters until further client instructions per Peter's email of 1/16/07. - JG i: Inventors: Verma, Hare K.; Sankavalli, Ravi; Gunwani, Manej						

June 04, 2007 **Patent Status Report by Client** Page

VELO Velogix, Inc.

Number/SubCase	Case Type	Status Client Reference #	App Number Pat Number	App Date Iss Date	All Actions	Due Date
1/ y: United States of America e: PROGRAMMABLE INTEGRATED CIRCUIT ARCHITECTURE	PRI	ISSUED	10/319,720 6,980,029	13-Dec-2002 27-Dec-2005	Tax 3.5 Tax 7.5 Tax 11.5	27-Jun-20 27-Jun-20 27-Jun-20
s: Non-Publication Request filed with Application. - JG Notice of Acceptance of POA to Peter C. Su dated 5/18/05. - JG Letters Patent received on 1/3/06. - JG Discontinue work on Velogix matters until further client instructions per Peter's email of 1/16/07. - JG i: Inventors: Vimal, Ashok; Verma, Hare K.						
1/ y: United States of America e: PROGRAMMABLE FUNCTION GENERATOR AND METHOD OPERATING AS COMBINATIONAL, SEQUENTIAL, AND ROUTING CELLS	PRI	ISSUED	10/654,517 6,980,025	02-Sep-2003 27-Dec-2005	Tax 3.5 Tax 7.5 Tax 11.5	27-Jun-20 27-Jun-20 27-Jun-20
s: Non-Publication Request filed with Application. - JG Notice of Acceptance of POA dated 7/12/05 received on 7/15/05. - JG Change of Correspondence Address filed with PTO on 1/4/06. - JG Discontinue work on Velogix matters until further client instructions per Peter's email of 1/16/07. - JG i: Inventors: Verma, Hare K.; Vittal, Ashok						
2/ y: United States of America e: PROGRAMMABLE FUNCTION GENERATOR AND METHOD OPERATING AS COMBINATIONAL, SEQUENTIAL, AND ROUTING CELLS	CON	Pending	11/128,575	14-May-2005	3 MONTH OA - FINAL	15-Jun-20
s: Application is a Continuation of 10/654,517, filed 9/2/03. - JG Discontinue work on Velogix matters until further client instructions per Peter's email of 1/16/07. - JG i: Inventors: Verma, Hare K.; Vittal, Ashok						
1/ y: United States of America e: VERSATILE MULTIPLEXER-STRUCTURES IN PROGRAMMABLE LOGIC USING SERIAL CHAINING AND NOVEL SELECTION SCHEMES	PRI	Pending	11/040,633	21-Jan-2005	3 MONTH OA - FINAL	22-Jul-20
s: Non-Publication Request filed with Application. - JG Notice of Acceptance of POA to Peter C. Su dated 5/20/05. - JG Request to Withdraw as Attorney/Agent of Record APPROVED per PTO Communication dated 11/18/05. - JG Request to Withdraw as Attorney/Agent of Record DISMISSED per Corrected PTO Decision dated 11/23/05. - JG Discontinue work on Velogix matters until further client instructions per Peter's email of 1/16/07. - JG i: Inventors: Shankavalli, Ravi; Verma, Hare K.; Nag, Sudip; Delays, Elliott						

June 04, 2007 **Patent Status Report by Client** Page

VELO Velogix, Inc.

Number/SubCase	Case Type	Status ClientReference #	App Number Pat Number	App Date Iss Date	All Actions	Due Date
2/ y: United States of America e: VERSATILE MULTIPLEXER-STRUCTURES IN PROGRAMMABLE LOGIC USING SERIAL CHAINING AND NOVEL SELECTION SCHEMES s: Application is a Divisional of 11/040,633, filed 1/21/05. - JG There will not be a divisional application at this time per Paula's email of 9/27/06. - JG Discontinue work on Velogix matters until further client instructions per Peter's email of 1/16/07. - JG j): Inventors: Verma, Hare K.; Sunkavalli, Ravi; Nag, Sudip; Delays, Elliot	DIV	Unfiled				
1/ y: United States of America e: SIGNAL PROCESSING UNIT WITH BUS-BASED DEDICATED CONNECTION CIRCUIT s: Discontinue work on Velogix matters until further client instructions per Peter's email of 1/16/07. - JG j): Inventors: Verma, Hare K.	PRI	Unfiled				
1/ y: Patent Cooperation Treaty e: CONFIGURABLE DEDICATED LOGIC CELLS IN PROGRAMMABLE LOGIC AND ROUTING BLOCKS WITH DEDICATED LINES AND LOCAL CONNECTIONS s: Application claims priority to 11/036,109 (VELO 1001-1), filed 1/14/05, and 11/044,386 (VELO 1002-1), filed 1/27/05, and 11/066,336 (VELO 1003-1), filed 2/23/05, and 11/065,019 (VELO 1004-1), filed 2/23/05. - JG Discontinue work on Velogix matters until further client instructions per Peter's email of 1/16/07. - JG j): Inventors: Verma, Hare K.; Vissal, Ashok; Sunkavalli, Ravi; Mulpuri, Chandra; Nag, Sudip; Kong, Conrad; Hu, Bo; Gunward, Manoj; Delays, Elliot	ORD	Published	PCT/US06/00640	10-Jan-2006	AMEND CLAIMS (ART. 19) 30 MONTH NAT'L PHASE	16-Jun-20 14-Jul-20
1/ y: United States of America e: SIGNAL PROCESSING ENGINE WITH BUS-BASED DEDICATED CONNECTION CIRCUIT s: Discontinue work on Velogix matters until further client instructions per Peter's email of 1/16/07. - JG j): Inventors: Verma, Hare K.	PRI	Unfiled				

**EXHIBIT C****ASSIGNMENT AND BILL OF SALE AGREEMENT**

This Assignment and Bill of Sale Agreement (the "Agreement") is made as of July \_\_\_, 2007, by and between Veologix (assignment for benefit of creditors), LLC a California Limited liability corporation in its sole and limited capacity as Assignee for the Benefit of Creditors of Veologix, Inc (the "Seller"), and Cswitch Corporation, a Delaware corporation (the "Buyer"). Seller and Buyer are parties to a certain Asset Purchase Agreement dated as of July \_\_\_, 2007, (the "Asset Purchase Agreement"). Capitalized terms used without definitions herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

1. **Sale and Assignment of Required Assets.** Pursuant to the Asset Purchase Agreement, Buyer has on the date hereof purchased the Required Assets from Seller. In accordance with and subject to the terms and conditions set forth in the Asset Purchase Agreement, for good and valuable consideration, the receipt of which is hereby acknowledged, Seller does hereby sell, assign, bargain, transfer, convey and deliver unto Buyer all of its right, title and interest in and to the Required Assets.

2. **Assumption of Assumed Liabilities.** In accordance with and subject to the terms and conditions set forth in the Asset Purchase Agreement, in partial consideration for such transfer of the Required Assets by Seller to Buyer, Buyer hereby undertakes to assume, pay, perform, satisfy and discharge, all of the Assumed Liabilities. Buyer does not agree to assume or pay any Excluded Liabilities or any other debts, obligations or liabilities of Seller or Assignor not expressly assumed by Buyer in the Asset Purchase Agreement.

3. **Cooperation.** Buyer and Seller agree to cooperate with each other to execute and deliver such other documents and instruments and to do such further acts and things as may be reasonably requested by the other to evidence, document or carry out the sale and transfer of ownership of the Required Assets and the assumption of the Assumed Liabilities.

4. **Effect of Agreement.** Nothing in this Agreement shall, or shall be deemed to, modify or otherwise affect any provisions of the Asset Purchase Agreement or affect the rights of the parties under the Asset Purchase Agreement. In the event of any conflict between the provisions hereof and the provisions of the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall govern and control.

IN WITNESS WHEREOF, Seller and Buyer have caused this Assignment and Bill of Sale Agreement to be executed on the date first written above.

**SELLER:**

Veologix  
(assignment for benefit of creditors), LLC.  
In its sole and limited capacity as  
Assignee for the Benefit of Creditors  
of Veologix, Inc.

By: Its: Co Managing Member**BUYER:**

Cswitch Corporation

By: Its: President & CEO