

# PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
Mobile Convergence Company, Ltd.	03/28/2008
<b>RECEIVING PARTY DATA</b>	
Name:	Sable Networks, Inc.
Street Address:	3171 Jay Street
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054
<b>PROPERTY NUMBERS Total: 1</b>	
Property Type	Number
Application Number:	11022599
<b>CORRESPONDENCE DATA</b>	
Fax Number:	(925)944-9598
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	925.465.4603
Email:	patent@westpatentlaw.com
Correspondent Name:	West & Associates, A PC
Address Line 1:	2815 Mitchell Drive
Address Line 2:	Suite 209
Address Line 4:	Walnut Creek, CALIFORNIA 94598
ATTORNEY DOCKET NUMBER:	SABLE-01008
NAME OF SUBMITTER:	Stuart J. West
Total Attachments: 7 source=20080825-MobiletoSableassignment-SABLE#page1.tif source=20080825-MobiletoSableassignment-SABLE#page2.tif source=20080825-MobiletoSableassignment-SABLE#page3.tif	

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**PATENT**  
**REEL: 022992 FRAME: 0914**

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## **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("Assignment") is entered into as of March 28, 2008 ("Effective Date"), by and between Sable Networks, Inc. ("SABLE"), a California corporation with its principle place of business at 3171 Jay Street, Santa Clara, CA 95054, USA, and Mobile Convergence Company, Ltd. ("MCC"), a Korean company with its principle place of business at 4Fl, Hyun-Min Bldg, 65-3 Bangi-Dong, Songpa-Gu, Seoul, So. Korea 138-240.

### **RECITALS**

WHEREAS, MCC and SABLE are parties to a certain Asset Transfer and License Agreement, ("ATL Agreement") dated April 9, 2007, pursuant to which, among other things, MCC agreed to transfer to SABLE, prior to a Qualified Financing or Liquidation Event, all remaining Caspian Intellectual Property Rights ("Caspian IPR") acquired from Caspian; and

WHEREAS, SABLE desires to acquire all of MCC's right, title and interest in and to the Caspian IPR in order to complete negotiations with third-party entities for a potential Debt-Equity Loan or Qualified Financing or Liquidation Event;

NOW, THEREFORE, in consideration of the mutual promises, undertakings and agreements herein, and for other good and valuable consideration, MCC now desires to transfer and assign to SABLE all remaining interests in the acquired assets and Caspian IPR, and the parties hereto agree as follows:

### **AGREEMENT**

1. Assignment of Caspian IPR. As of the Effective Date of this Assignment, MCC hereby transfers, assigns, conveys and delivers to SABLE, free and clear of any liens or encumbrances of any kind which have been created or granted by MCC, all of MCC's right, title and interest in the acquired Caspian IPR, as set forth herein and in the ATL Agreement.
2. Acceptance of Caspian IPR. As of the Effective Date of this Assignment, SABLE hereby accepts all right, title and interest from MCC in and to the Caspian IPR, as set forth herein and in the ATL Agreement.
3. Condition for Cancellation of this Assignment. SABLE hereby agrees to cancel this Assignment and render it null and void if SABLE does not successfully complete a Debt-Equity Loan on or before April 15, 2008.
4. Condition for Licensing of Caspian IPR. SABLE hereby agrees that, subject to approval by the Board of Directors, SABLE shall endeavor in good faith to approve any bona-fide offer proposed by MCC for the licensing of Caspian IPR.

5. "Caspian IPR" includes:

- 5.1. Intellectual Property. All rights acquired by MCC from Caspian, with respect to (i) intellectual property, including patents, patent applications and other patent rights previously owned by Caspian; (ii) copyrights, copyright registrations and copyright rights (including, but not limited to, copyrights, copyright registrations and other copyright rights with respect to computer software, firmware, programming tools, drawings, specifications, databases and documentation) mask work rights and other rights with respect to Caspian technology; (iii) trade secrets and other rights with respect to confidential or proprietary information; (iv) other rights with respect to inventions, discoveries, improvements, know how, formulae, processes, technical information and other technology; (v) and all other intellectual property rights, whether or not subject to statutory registration or protection, and all rights under any license or other arrangement with respect to the foregoing.
- 5.2. Inventions. All trade secrets, inventions, mask works, ideas, processes, formulas, source and object codes, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs and techniques developed by one or more employees of Caspian (or contractors of Caspian) that were acquired by MCC.
- 5.3. Patents. All patents acquired by MCC from Caspian, as set forth in Exhibit A herein.
- 5.4. Trademarks. All trademarks, trade names or service marks acquired by MCC related to Caspian, including any registrations or applications for registration, and all goodwill associated therewith (collectively, the "Marks"). All income, royalties, damages and payments due or payable and causes of action for infringement or violation of all rights in and to the Marks after the Effective Date as they pertain to the rights hereby assigned.
- 5.5. Intangible Assets. All goodwill and all other intangible assets acquired by Caspian and currently used in connection with the Sable business.
6. Relationship with the ATL Agreement. This Assignment is intended to evidence the consummation of the transactions contemplated by the ATL Agreement. This Assignment is in all respects subject to the provisions of the ATL Agreement and is not intended in any way to supersede, limit or qualify any provision of the ATL Agreement. Notwithstanding, Assignor warrants that it has full rights to convey the entire interest herein assigned and that it has not taken any prior action or executed, and will not execute, any agreements in conflict with or inconsistent with this assignment.
7. Successors. This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of MCC and SABLE.
8. Governing Law. This Assignment shall be governed by, and construed in accordance with (i) the laws of the United States, in respect to trademark and patent issues, and (ii) in all other respects, including as to validity (except for patent and trademark issues), interpretation and effect, by the laws of the State of California without giving effect to the conflict of laws rules thereof.
9. Dispute Resolution. Any dispute as to the rights assigned pursuant to this Assignment shall be resolved in accordance with the arbitration procedures set forth in the ATL Agreement.
10. Authority. MCC and SABLE each represent to the other that it has the right to execute this Assignment and has the ability to perform its obligations herein.

IN WITNESS WHEREOF, MCC and SABLE caused this Assignment to be duly executed as of the date first written above.

SABLE NETWORKS, INC.

MOBILE CONVERGENCE CO., LTD

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

Name: Gregory J. Perry  
Title: President & CEO

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

Name: Sang Hwa Lee  
Title: President & CEO

## Exhibit A

### Caspian Assets – Software

All source codes and design documentation for software release versions listed below.

Apeiro 3.1	Scalable Core Router & Network Covergence
Apeiro 3.1.1	Bug Fix Release
Apeiro 3.1.2	Bug Fix Release
Apeiro 3.2	IP Flow QOS Base Services GigE & OC12c
Apeiro 3.2.0.1	Bug Fix Release
Apeiro 3.2.1.2	Customized Congestion Control for NTT
Apeiro 3.2.1.3	Bug Fix Release
Apeiro 3.2.2	Peering Gateway - Phase 1
Apeiro 3.2.2.3	Bug Fix Release
Apeiro 3.2.2.4	Bug Fix Release
Aperio Genesis configuration	Low Cost entry config., Backplane Jumper Cable
Apeiro 3.2.1.50k (Demo Release)	Enhancements for NTT
Apeiro 3.3 (Testable Release)	Vid/VoIP (POS Shaping), AP DoS, GigE PS & 1310nm, FPP Activation
Apeiro 3.3.1 (Testable Release)	Bug Fix Release (focus on GigE QOS issues)
Apeiro 3.3 (including 3.3.3 Bug Fix Release)	Vid/VoIP(GigE Shaping) N12M5 FPPBypass
Apeiro 3.3.4	Bug Fix Release to correct ECR24890 (damping decayed route not active)
Apeiro 3.3.5	Bug Fix Release to correct issues for B2 (ECR 24943 & 24944)
Apeiro 3.4	ThinNet (PBR) & ADP Enhancement, LC Ingress Dos, Capture, & CAC
GigE+ (CN10007BA)	4 port QOS GigE (850nm & 1310nm)
SSC + (CN10004AD)	1G SDRAM, RS232 Noise Fix, etc.
AP II (CN10003BA)	Stability, Performance, Component Obselescence,
Apeiro 3.3.6 & Apeiro 3.3.7	Bizlink fixes (ARP, etc.)
Apeiro 3.4.1	PPP disable capability for AT&T, Average Packet Length fix
Apeiro 3.5	ADP on GigE+, ECMP fix GigE+, AP II, SSC+, Hobbit, All DR content dropped.
3.5.2	Bug Fix Release for ECR 25666 (Run-away ADP Flows)
3.5.3	Bug Fix Release for: - 25737 telnet does not work issue - 25738 Ravi's retry for GigE efp init failure
3.5.4	Bug Fix Release for Over Utilization, GigE+ fpga fixes ECR25110&25758, plus Monitor Flow Feature
3.5.5	5 Tuple PBR

ETRI Phase 0	DSCP->EXP marking, MPLS mapping to Class profile,
ETRI Phase 1	MPLS with QOS
	GigE+ single board solution
	Common Module Line Card + EOS DB
	SW not yet planned
Apeiro 3.6	Per Port QOS, DA Classification,
	VLAN Classification, CAC on POS,
	New QOS Algorithm +AR Shaping, 5 Tuple PBR w/
	VLAN Classification (eGov), + bug fixes 25717-
	BizlinkGEboot, 25719-GigE+ OOS Upgrade, 25708 -
	Soliton telnet fail, 25623-BGP, 25593-APII boot f
Apeiro 3.7	NonStop Forwarding, un#ed I/Fs, GR, EMS, DFI,
	Transparent Router, Auto FW update, Auto
	Provisioning, + P2P enhancements
	10ms Detect, 20ms Switchover,
VRRP	
(anchor feature for 3.8)	
Release 3.7.1	Compatibility Matrix update for new 280MHz CPNs
Release 3.7.2	Bug fixes for Aramco, Soliton, & China
IP 2.2 (ETRI based)	SW (IP Infusion) based IPv6, LDP & LoadBalancing,
	Martini, Tacacs+ L2VPN, Flow QOS on MPLS tunnel,
	Flow QOS on MPLS tunnel w/ RSVP & Static LSP,
	Korean L2VPN (Beta) w/ LDP & GRE, IP Precedence,
	VRRP, Productized Monitoring Tool, DFI Prioritization in
	Class, Tacacs+, Show Traffic, Monitor QOS
	Class, Product re-branding,
10/1 GigE on Volvo	
Release 3.8.1	LDP Line Card Re-boot, & possible Boot Issue Work-
	around or Fix
Release 3.8.2	Transparent Port on OC192 for <u>Shanghai Only</u>
Release 3.8.3	VRRP Fix (for <u>Aramco Only</u> )
Release 3.9	MulticastPhase1 -PIM_SM, IGMPv2, Transparent Port
	on OC192, Flow Stats Tool, 10 port GigE, LDP, Ranges
	on GE+ & PoS, Port Groups, CR, EMS Phase 2,
	Config Defaults, LR on PoS
	10 GigE,
Release 3.9.1	Topology, Fault, Security, & Performance Ph1
EMS Phase 1	LDP Bug Fix
Release 3.9.2	
Release 3.9.3	Initial packet drop with shaping Bug Fix for Bizlink
	(uCode Timer fix) (ECR30681) + RoHS HW
Release 3.9.4	Fixes for China Telecom issues: card isolation - PPI
	deep tree issue (ECR30874) & PPO packet pointer loss
	(ECR30999)
EMS Phase 2	Configuration & Graphical Reporting
EMS Phase 3	MultiMedia Stats Productization of Raw Flows & 2
	Aggregates - SA and Flow Profile
IPv6 on Volvo	10/1 GigE Based IPv6 on Volvo,
Release 3.10	Bulk Stats, Ranges & Capture on 10/1 GE, Times Ten
	Elimination, MPLS TE MIB, TP for MPLS, RoHS HW
Release 3.11	IPv6 on 10/1 GigE, Multicast Ph 2, Flow Correlation,
	Multiple DFI Ranges, Multicast MSDP, LR OC48
	TBD
Apeiro 3.12	
Tomahawk ASIC	
Tomahawk	
Line Card #1	1/10 GigE Line Card
Multicast Phase 2	(Tomahawk Based)
(anchor feature for 3.10)	Phase 2: RP & BSR functions, MSDP, SNMP +
Tomahawk ASIC	Phase 1: PIM SM, IGMPv2 for multicast, IGMPv2
	more classification rules space, more iRAM, IPv6
	support, increased QOS accuracy, more ports, stat.s
	etc.
Release 4.1	Tomahawk 10/1 GigE, Unified GigE Ucode, Increased

SSC II	Classification Rules
TomahawkLine Card #2	ResolveCompObs, fix SCN bottleneck, upgrade uP subsystem, SCSI HD, etc.
IPv6	OC192 LC -or- OC48 LC(Tomahawk Based)
(made part of 4.1)	SW for higher protocol layers of IPv6. -Needed for 4.1 release & Grumman
4 Port EOS Line Card	
IPv6 Capable OC48	
Release 4.2	Jumbo Frames, v6 DOS, NSE based Classification, Flow Correlation Analysis, Flow Correlation Action, MultiMedia Routing, SSC II, Tomahawk OC192, Enhanced Control, Flow Mirroring?
Galactica	GigE ++ (Volvo Based IPv6)
Link Aggregation	
Tomahawk	
Line Card #3	
Tomahawk	
AP	

### ASICs

All the source files pertaining to development, design, document registry and technical publications for Volvo and Tomahawk chips.

### Patents

Patent Title	Patent Number	Status
Micro-Flow Management	6,574,195	Issued
Micro-Flow Management	6,954,431	Issued
Parallel Network Processor Array	6,854,117	Issued
Micro-flow Label Switching for Aggregate Flows	7,012,919	Issued
System and Method for Network Tunneling Utilizing Micro-flow State Information	6,977,932	Issued
Traffic Management Claims - Continuation of Micro-flow Manager	7,126,918	Issued
Notice of Routing Protocols of Changes to Routing		Pending
		PTO Review
System and Method for Utilization Based Micro-flow Label Switching		Pending
		PTO Review
Mechanism for Determining Lowest Cost, Maximally Disjoint Paths With a Router		Pending
		PTO Review
Micro-flow Switch Path and Link Failure Recovery		Pending
		PTO Review
Mechanism for Implementing Multiple Logical Routers Within a Single Physical Router		Pending
		PTO Review



**Patent Title****Status**

Mechanism for enabling Intra-Router Information Transfer Over Long Distances

Pending

PTO Review

Mechanism for Identifying and Penalizing Mishbehaving Flows in a Network

Filed 12/22/05

Mobile IPv6 Traffic Management

Provisional filed

Dynamic Traffic Engineering

Provisional filed

**Other Assets**

All relevant invention records in Assignee's possession including blue prints, white papers, engineer notebooks and related materials pertinent to the list of acquired assets.

**PATENT****RECORDED: 07/22/2009****REEL: 022992 FRAME: 0922**