

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Colubris Networks Canada, Inc	09/29/2008
RECEIVING PARTY DATA	
Name:	Colubris Networks, Inc
Street Address:	200 West Street, Suite 300
City:	Waltham
State/Country:	MASSACHUSETTS
Postal Code:	02451
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	10276334
CORRESPONDENCE DATA	
Fax Number:	(970)778-4063
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	970 898-4728
Email:	jerry.shorma@hp.com
Correspondent Name:	Hewlett-Packard Company
Address Line 1:	3404 East Harmony Rd
Address Line 2:	Intellectual Property Administration
Address Line 4:	Ft. Collins, COLORADO 80527-2400
NAME OF SUBMITTER:	Lynette DeBrey-Cota
Total Attachments: 3 source=IP Assignment CA 2 US#page1.tif source=IP Assignment CA 2 US#page2.tif source=IP Assignment CA 2 US#page3.tif	

CH \$40.00 10276334

500922819

PATENT
REEL: 023022 FRAME: 0054

INTELLECTUAL PROPERTY ASSIGNMENT

COLUBRIS NETWORKS CANADA, INC.
TO
COLUBRIS NETWORKS, INC.

This is an intellectual property assignment by and between the below parties with an effective date as of September 29, 2008.

Whereas, Colubris Networks Canada, Inc., a corporation established under the laws of Quebec and having a principal place of business at _____ ("Assignor"), is the owner or joint owner, by assignment, of the Intellectual Property, as defined herein;

Whereas, Colubris Networks, Inc., a corporation established under the laws of the State of Delaware and having a principal place of business at _____ ("Assignee"), desires to acquire Assignor's entire right, title and interest in and to the Intellectual Property, and Assignor desires to assign all of its right, title and interest in and to the Intellectual Property, both in the interest of clarifying and establishing that all legal ownership of the Intellectual Property shall be with Assignee;

Now, therefore, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration including without limitation the consideration specified in that certain Promissory Note between Assignor and Assignee dated September 29, 2008 ("Consideration"), the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

"Intellectual Property" shall mean all rights Assignor has or will have, either now known or unknown, in the following, including without limitation all worldwide common law, civil and statutory rights in, arising out of, or associated therewith: (i) inventions and patents and applications therefor and all reissues, divisions, renewals, extensions, provisionals, continuations and continuations-in-part thereof throughout the world, including without limitation the patents and patent applications identified in Schedule A; (ii) copyrights, copyrights registrations and applications therefor, and all other rights corresponding thereto throughout the world including moral and economic rights of authors and inventors, however denominated; (iii) industrial designs and any registrations and applications therefor throughout the world; (iv) trade names, logos, domain name registrations, common law trademarks and service marks, trademark and service mark registrations and applications therefor and all goodwill associated therewith throughout the world, including without limitation the trade names, registered trademarks, and domain name registrations identified in Schedule A; (v) trade secrets (including, those trade secrets defined under any provincial, federal, or corresponding foreign statutory or common law), business, technical and know-how information, non-public information, and confidential information and rights to limit the use or disclosure thereof, including databases and data collections and all rights therein; (vi) mask works, mask work registrations and applications, and all other rights corresponding thereto throughout the

world; and (vii) any similar or equivalent property or rights to any of the foregoing (as applicable).

Assignor assigns, transfers and conveys to Assignee the entirety of Assignor's right, title and interest to and in the Intellectual Property, including without limitation prior claims in relation to the Intellectual Property as well as the goodwill of the business symbolized by the Intellectual Property. Assignee shall have the right to sue, counterclaim and recover for past, present, and future infringement and collect any royalties from third parties, damages (including past damages), or other income relating to such Intellectual Property.

In connection with the foregoing, Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and/or the appropriate empowered officials in jurisdictions outside the United States to record the transfer of the applicable items of Intellectual Property recited above to Assignee as assignee of Assignor's entire right, title and interest therein, and to issue to Assignee all letters patent and other items referred to above which may issue with respect to the Intellectual Property in and outside the United States.

Assignor agrees to cooperate in the generation, execution and filing of any supporting documentation necessary to identify and record title in the Intellectual Property.

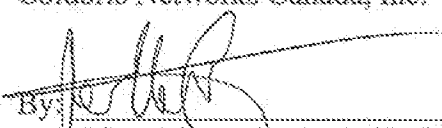
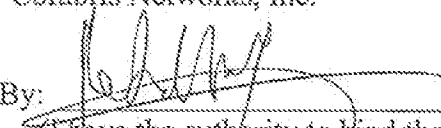
The Consideration amount may be subject to a true up calculation to conform it to the value attributed to the Intellectual Property in the final tax filings of either the Assignor or Assignee.

This Assignment constitutes the entire understanding of the parties as to the subject matter hereto and supersedes and replaces all prior contemporaneous agreements, written or oral, regarding such subject matter.

This Assignment will be governed in its enforcement, construction and interpretation under the laws of the State of Delaware, without regard to the conflict of laws applicable thereto.

If anything in this Assignment is unenforceable, illegal or void then it is severed and the surviving terms remain in full force.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by its authorized representatives.

Colubris Networks Canada, Inc. By:  (I have the authority to bind the corporation)	Colubris Networks, Inc. By:  (I have the authority to bind the corporation)
--	--

Print Name: <u>Robert Scott</u>	Print Name: <u>Robert Scott</u>
Title: <u>President</u>	Title: <u>President + CEO</u>
Date: <u>9/29/08</u>	Date: <u>9/29/08</u>