

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
DILITHIUM NETWORKS, INC.	08/28/2009
RECEIVING PARTY DATA	
Name:	RPX Corporation
Street Address:	3 Embarcadero Center, Suite 2310
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94111
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	10934077
CORRESPONDENCE DATA	
Fax Number:	(415)576-0300
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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ATTORNEY DOCKET NUMBER:	027479-001711US
NAME OF SUBMITTER:	Craig C. Largent
Total Attachments: 8 source=DilithiumINCtoRPX#page1.tif source=DilithiumINCtoRPX#page2.tif source=DilithiumINCtoRPX#page3.tif source=DilithiumINCtoRPX#page4.tif	

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CONFIRMATORY PATENT ASSIGNMENT AGREEMENT

This CONFIRMATORY PATENT ASSIGNMENT AGREEMENT ("Agreement"), dated as of August 28, 2009 ("Effective Date"), is entered into by and between Dilithium Networks, Inc., a California corporation having a principal place of business at 5401 Old Redwood Highway, Suite 100, Petaluma, California 94954 ("Dilithium"), and RPX Corporation, a Delaware corporation having a principal place of business at 3 Embarcadero Center, Suite 2310, San Francisco, CA 94111 ("RPX").

WHEREAS, Dilithium has previously executed a Patent Assignment Agreement with RPX referencing the patents and patent applications listed on Exhibit A attached hereto; and

WHEREAS, an assignment of all rights in the patents and patent applications listed on Exhibit A attached hereto was thereafter made to Dilithium by its subsidiary Dilithium Networks Pty Limited, and this Agreement shall convey and assign to RPX such additional interest, right and title in and to such patents and patent applications;

For good and valuable consideration, the receipt of which is hereby acknowledged:

I. Dilithium hereby:

- (A) has irrevocably assigned and hereby does irrevocably assign to RPX:
- (1) the entire right, title, and interest, everywhere in the world, to
 - (a) the issued patents and/or patent applications set forth on Exhibit A attached hereto,
 - (b) any patent applications and/or patents that may claim priority of the items in (a) (including but not limited to continuations, continuations-in-part, divisionals, renewals, extensions, and reexaminations or reissues of any of the patents or patent applications in (a), including any foreign counterparts of such patents or patent applications, together with all priority rights and counterpart applications under any existing or future international patent conventions, agreements, or treaties),
 - (c) any patent that may be granted on any patent application in (a) or (b), and
 - (d) any other rights in the inventions described in any of (a), (b) or (c), including rights to future patent applications and all rights of cooperation assigned or granted by a third party;
 (all of the foregoing in (1), collectively, the "Assigned Patents");
 - (2) the right to sue third parties for infringement (including but not limited to past, present and future infringement, damages and injunctive relief) of any of the Assigned Patents accruing based on activities occurring prior to the Effective Date hereof or hereafter (provided, that the rights described in this clause (2) shall not include any such rights to the extent necessary for Dilithium or its Affiliates or successors to enforce, or to recover damages for the breach or violation of, any license agreements between Dilithium (or any of its Affiliates) and any licensees (or sublicensees) of the Assigned Patents that (i) exist prior to the Effective Date or (ii) are entered into on or after the Effective Date pursuant to the license granted in Section 2 below)); and

- (3) any current or future right to receive royalties based on any of the foregoing in (1) or (2) (other than under any license agreements between Dilithium and any licensees (or sublicensees) of the Assigned Patents that (i) exist prior to the Effective Date or (ii) are entered into on or after the Effective Date pursuant to the license granted in Section 2 below);
(all of the foregoing in (A), collectively, the "Assigned Rights"); and
 - (B) agrees upon request and at the expense of RPX (or its successors, assigns, or legal representatives) to, and if Dilithium is unable or unwilling to do so authorizes RPX to act in Dilithium's name to:
 - (1) execute all oaths, assignments, powers, and any other papers;
 - (2) testify in any proceeding; and
 - (3) otherwise take any action, and fully cooperate with RPX;
in each case, related to securing and enforcing RPX's Assigned Rights related to this Agreement.
2. RPX hereby grants to Dilithium (including any and all present and future Affiliates thereof) an irrevocable, perpetual, royalty-free, fully paid-up, non-exclusive license (with the right to sublicense) under all the Assigned Patents solely to make, have made, use, distribute, lease, sell, offer for sale, license, import, export, develop and otherwise dispose of and exploit any past, present or future Dilithium product(s) and service(s), including without limitation Dilithium's VT Phone and protocol stacks products and associated services (the "License"). The License will, without limitation, include the continued right of Dilithium and its present and future Affiliates to maintain the licenses under the Assigned Patents granted to Dilithium's licensees existing as of the date of this Agreement and to continue to receive royalties and any other payments or consideration payable thereunder. It is acknowledged and agreed that, subject to the written consent of RPX which will not be unreasonably withheld, Dilithium may assign and transfer the License; provided, that Dilithium shall contractually obligate in writing such assignee or transferee to assume all of Dilithium's obligations under this Agreement and make RPX a third-party beneficiary of such commitment; provided, further, that RPX's consent shall not be required in order for Dilithium to assign or otherwise transfer the License (by operation of law or otherwise) in connection with (i) a sale or other transfer or disposition of all or substantially all of Dilithium's assets in which the acquirer of the assets agrees in writing to assume Dilithium's obligations under this Agreement or (ii) a consolidation or merger involving Dilithium (any such assignment or transfer described in (i) or (ii) a "Dilithium Transfer Event"). In the event of such a Dilithium Transfer Event, the License shall continue in full force and effect, but solely with respect to (i) those Dilithium products and services that are in commercial use, offered for sale, or substantially developed on or prior to the date of such Dilithium Transfer Event and (ii) any new versions, new releases and/or extensions of such products and/or services developed on or after the Dilithium Transfer Event. For purposes of this Agreement, "Affiliates" means any and all entities, now or in the future and for so long as the Control exists, that: (i) Control, directly or indirectly, Dilithium; (ii) are Controlled by, or under common Control with, directly or indirectly, Dilithium; or (iii) are Controlled, directly or indirectly, by a parent company that Controls Dilithium. For purposes of this Agreement, "Control" means the legal, beneficial, and/or equitable ownership of more than fifty percent (50%) of: (i) the voting power representing the right to vote for directors or other managing authority; (ii) equity ownership interest in an entity; or (iii) other ownership interest in an entity.

[SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the parties hereto have caused this Confirmatory Patent Assignment Agreement to be executed as of the Effective Date. Each individual signing below represents and warrants that he or she has authority to sign for and enter into this Agreement on behalf of his or her respective party.

Agreed to:

Agreed to:

DILITHIUM NETWORKS, INC.

RPX CORPORATION

By: _____

Paul A. Zuber

By: _____

Name: _____

Name: _____

Title: _____

CEO

Title: _____

Date: _____

8/28/09

Date: _____

IN WITNESS WHEREOF, the parties hereto have caused this Confirmatory Patent Assignment Agreement to be executed as of the Effective Date. Each individual signing below represents and warrants that he or she has authority to sign for and enter into this Agreement on behalf of his or her respective party.

Agreed to:

DILITHIUM NETWORKS, INC.

By: _____

Name: _____

Title: _____

Date: _____

Agreed to:

RPX CORPORATION

By: Paul M. Saraceni

Name: Paul M. Saraceni

Title: Chief IP Officer

Date: Sept. 2, 2009

EXHIBIT A

EXECUTION COPY

Exhibit A - Patents

Matter	Status of Matter	Application No.	Filing Date	Grant / Registration No.	Issue Date	Title	Assignee/Applicant	Notes
001700US	Inactive	60/433252	2002.12.12			Optimization of H.324 ↔ H.323 Session Establishment in Multimedia Gateways	Maachina Pty Ltd.	
001710CN	Pending	2.0038E+11	2003.12.12			Methods and System for Fast Session Establishment Between Equipment Using H.324 and Related Telecommunications Protocols	Dilithium Networks Pty Limited	
001710EP	Pending	5767296.1	2003.12.12			Methods and System for Fast Session Establishment Between Equipment Using H.324 and Related Telecommunications Protocols	Dilithium Networks Pty Limited	
001710IN	Allowed	2234/DELNP/2005	2003.12.12			Methods and System for Fast Session Establishment Between Equipment Using H.324 and Related Telecommunications Protocols	Dilithium Networks Pty Limited	
001710JP	Granted	557676/03	2003.12.12	4195010	2008.10.03	Methods and Program for Fast Session Establishment Between Equipment Using H.324 and Related Telecommunications Protocols	Dilithium Networks Pty Ltd	
001710KR	Granted	10-2005-7010797	2003.12.12	10-0733189	2007.06.21	Methods and System for Fast Session Establishment Between Equipment Using H.324 and Related Telecommunications Protocols	Dilithium Networks Pty Limited	
001710PC	Inactive	PCT/AU2003/001662	2003.12.12			Methods and System for Fast Session Establishment Between Equipment Using H.324 and Related Telecommunications Protocols	Dilithium Networks Pty Ltd	
001710US	Granted	10/732917	2003.12.09	7139279	2006.11.21	Methods and System for Fast Session Establishment Between Equipment Using H.324 and Related Telecommunications Protocols	Dilithium Networks Pty Ltd.	Assigned at issue
001711CN	Pending	2.0051E+11	2005.09.05			Methods and System for Fast Session Establishment Between Equipment Using H.324 and Related Telecommunications Protocols	Dilithium Networks Pty Limited	
001711IN	Pending	2354/DEL/2005	2005.09.02			Methods and System for Fast Session Establishment Between Equipment Using H.324 and Related Telecommunications Protocols	Dilithium Networks Pty Limited	
001711JP	Pending	2005-255298	2005.09.02			Methods and System for Fast Session Establishment Between Equipment Using H.324 and Related Telecommunications Protocols	Dilithium Networks Pty Limited	
001711KR	Granted	10-2005-0081944	2005.09.02	10-0693633	2007.03.05	Methods and System for Fast Session Establishment Between Equipment Using H.324 and Related Telecommunications Protocols	Dilithium Networks Pty Limited	
001711US	Granted	10/834077	2004.09.03	7206316	2007.04.17	Methods and System for Fast Session Establishment Between Equipment Using H.324 and Related Telecommunications Protocols	Dilithium Networks Pty Ltd	*(Assignor's interest, if any.)
001712EP	Pending	7017639.1	2003.12.12			Methods and System for Fast Session Establishment Between Equipment Using H.324 and Related Telecommunications Protocols	Dilithium Networks Pty Ltd	
001712IN	Pending	541/DELNP/2008	2003.12.12			Methods and System for Fast Session Establishment Between Equipment Using H.324 and Related Telecommunications Protocols	Dilithium Networks Pty Ltd	
001712US	Granted	11/373413	2005.03.10	7161949	2007.01.09	Methods and System for Fast Session Establishment Between Equipment Using H.324 and Related Telecommunications Protocols	Dilithium Networks Pty Ltd	
001713EP	Pending	7006646.9	2003.12.12			Methods and System for Fast Session Establishment Between Equipment Using H.324 and Related Telecommunications Protocols	Dilithium Networks Pty Ltd	
001713IN	Pending	540/DELNP/2008	2003.12.12			Methods and System for Fast Session Establishment Between Equipment Using H.324 and Related Telecommunications Protocols	Dilithium Networks Pty Ltd	
001713US	Granted	11/449904	2006.06.09	7388273	2008.06.17	Methods and Systems for Fast Session Establishment Between Equipment Using H.324 and Related Telecommunications Protocol	Dilithium Networks Pty Ltd	
001714CN	Pending	2.0091E+11	2003.12.12			Methods and System for Fast Session Establishment Between Equipment Using H.324 and Related Telecommunications Protocols	Dilithium Networks Pty Ltd	
001714IN	Inactive	539/DELNP/2008	2003.12.12			Methods and System for Fast Session Establishment Between Equipment Using H.324 and Related Telecommunications Protocols	Dilithium Networks Pty Ltd	
001714US	Granted	11/449903	2006.06.09	7483441	2009.01.27	Methods and Systems for Fast Session Establishment Between Equipment Using H.324 and Related Telecommunications Protocols	Dilithium Networks Pty Ltd	

Exhibit A - Patents

Matter	Status of Matter	Application No.	Filing Date	Grant / Registration No.	Issue Date	Title	Assignee/Applicant	Notes
001715US	Pending	11/560963	2006.11.17			Methods and Systems for Fast Session Establishment Between Equipment Using H.324 and Related Telecommunications Protocols	Dilithium Networks Pty Ltd	
001716EP	Pending	9151262.4	2005.09.05			Methods and System for Fast Session Establishment Between Equipment Using H.324 and Related Telecommunications Protocols	Dilithium Networks Pty Ltd	
001716JP	Pending	2008-327608	2005.09.02			Methods and System for Fast Session Establishment Between Equipment Using H.324 and Related Telecommunications Protocols	Dilithium Networks Pty Ltd	
001716US	Granted	11/672480	2007.02.07	7366192	2008.04.29	Methods and Systems for Fast Session Establishment Between Equipment Using H.324 and Related Telecommunications Protocol	Dilithium Networks Pty Ltd	
001717US	Pending	11/608209	2006.12.07			Methods and System for Fast Session Establishment Between Equipment Using H.324 and Related Telecommunications Protocols	Dilithium Networks Pty Ltd.	
001718US	Pending	12/157919	2008.06.12			Method and Systems for Fast Session Establishment Between Equipment Using H.324 and Related Telecommunications Protocols	Dilithium Networks Pty Ltd.	
004010CN	Pending	200680013584.X	2006.04.21			Fast Session Setup Extensions to H.324	Dilithium Networks Pty Ltd	
004010EP	Pending	6751047.9	2006.04.21			Fast Session Setup Extensions to H.324	Dilithium Networks Pty Ltd	
004010IN	Pending	8098/DELNP/2007	2006.04.21			Fast Session Setup Extensions to H.324	Dilithium Networks Pty Ltd	
004010JP	Pending	2008-507947	2006.04.21			Fast Session Setup Extensions to H.324	Dilithium Networks Pty Ltd	
004010KR	Pending	10-2007-7026532	2006.04.21			Fast Session Setup Extensions to H.324	Dilithium Networks Pty Ltd	
004010PC	Inactive	PCT/US06/15195	2006.04.21			Fast Session Setup Extensions to H.324	Dilithium Networks Pty Ltd	
004010US	Pending	11/408810	2006.04.21			Fast Session Setup Extensions to H.324	Dilithium Networks Pty Ltd	
004100US	Inactive	60/697788	2005.07.08			Methods and System for Communications Between Equipment Using One or More Interleaved Mobile Level Stuffing Sequences	Dilithium Networks Pty Ltd	*(Assignor's interest, if any.)
004110EP	Pending	6786832.3	2006.07.07			Methods and System for Communications Between Equipment Using One or More Interleaved Mobile Level Stuffing Sequences	Dilithium Networks Pty Ltd	
004110KR	Pending	10-2008-7003257	2006.07.07			Methods and System for Communications Between Equipment Using One or More Interleaved Mobile Level Stuffing Sequences	Dilithium Networks Pty Ltd	
004110PC	Inactive	PCT/US06/26803	2006.07.07			Methods and System for Communications Between Equipment Using One or More Interleaved Mobile Level Stuffing Sequences	Dilithium Networks Pty Ltd	
004110US	Pending	11/482515	2006.07.07			Methods and System for Communications Between Equipment Using One or More Interleaved Mobile Level Stuffing Sequences	Dilithium Networks Pty Ltd	
004610PC	Inactive	PCT/US06/40012	2006.10.11			Methods and System for Fast Session Establishment Between Equipment Using H.324 and Related Telecommunications Protocols	Dilithium Networks Pty Ltd.	
004610US	Inactive	11/548670	2006.10.11			Methods and System for Fast Session Establishment Between Equipment Using H.324 and Related Telecommunications Protocols	Dilithium Networks Pty Ltd.	
004800US	Inactive	60/739342	2005.11.23			Fast Session Set Up Process for Telecommunication Networks	Dilithium Networks Pty Ltd.	*(Assignor's interest, if any.)
004810PC	Inactive	PCT/US06/61213	2006.11.22			Methods and System for Fast Session Establishment for H.324 and Related Telecommunications Terminals	Dilithium Networks Pty Ltd.	
004810US	Inactive	11/604177	2006.11.22			Methods and System for Fast Session Establishment for H.324 and Related Telecommunications	Dilithium Networks Pty Ltd.	
005300US	Inactive	60/791300	2006.04.11			Method and Apparatus for Accelerated Session Setup	Dilithium Networks Pty Ltd.	*(Assignor's interest, if any.)
005310PC	Pending	PCT/US2007/066462	2007.04.11			Method and Apparatus for Combining Session Acceleration Techniques for Media Oriented Negotiation Acceleration	Dilithium Networks Pty Ltd.	
005310US	Pending	11/734209	2007.04.11			Methods and Apparatus for Combining Session Acceleration Techniques for Media Oriented Negotiation Acceleration	Dilithium Networks Pty Ltd.	