

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Ember Corporation	12/30/2009
RECEIVING PARTY DATA	
Name:	WF Fund III Limited Partnership
Street Address:	161 Bay Street, Suite 2520
Internal Address:	c/o Willington Financial Fund III
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M5J 2S1
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	11610943
Application Number:	11303751
Application Number:	11063261
PCT Number:	US0505552
CORRESPONDENCE DATA	
Fax Number:	(617)502-5162
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	6172485000
Email:	kschoff@choate.com
Correspondent Name:	Choate Hall & Stewart LLP
Address Line 1:	Two International Place
Address Line 2:	Attn: Kell L. Schoff
Address Line 4:	Boston, MASSACHUSETTS 02110
ATTORNEY DOCKET NUMBER:	2009260-0002
NAME OF SUBMITTER:	Kell L. Schoff

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REEL: 023831 FRAME: 0013

Total Attachments: 5

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Agreement") is made as of December 30, 2009, by and among EMBER CORPORATION., a corporation duly organized and validly existing under the laws of the State of Delaware (the "Grantor") and WF FUND III LIMITED PARTNERSHIP, carrying on business as WELLINGTON FINANCIAL LP and WELLINGTON FINANCIAL FUND III (the "Secured Party").

Introduction

Pursuant to the Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented and/or modified from time to time, the "Loan and Security Agreement") by and between the Grantor and the Secured Party, the Secured Party has agreed, subject to the terms and conditions set forth therein, to make certain term and revolving credit loans and provide other financial accommodations to the Grantor (collectively, the "Loans"). Under the Loan and Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Secured Party a continuing security interest in all of the Patent Collateral (as defined below) to secure all of the Secured Obligations under, and as defined in, the Loan and Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Secured Party to enter into the Loan and Security Agreement and make Loans to the Grantor pursuant thereto, Grantor agrees, for the benefit of the Secured Party, as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. The Pledgor hereby pledges and grants to the Secured Party a lien on and a security interest in and to all of its right, title and interest in, to and under all of the following (the "Patent Collateral"):

- (a) Patents for which registrations or applications for registration are listed on Schedule I attached hereto;
- (b) Goodwill associated with such Patents; and
- (c) Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Secured Party pursuant to the Loan and Security Agreement and the Pledgor hereby acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Patents made and granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Loan and Security Agreement, the provisions of the Loan and Security Agreement shall control.


SECTION 4. Termination. When all of the Secured Obligations (other than contingent indemnification obligations not yet asserted, due or payable) have been paid and finally satisfied in full in cash and the Loan and Security Agreement shall have terminated, the Secured Party shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the security interest in the Patents under the Loan and Security Agreement and this Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the Pledgor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

EMBER CORPORATION

By: 
Name: JAMES H. SHEEHAN
Title: SVP & CFO

SCHEDULE I

Ember Patent Summary

11/30/2009

Reference Number	Title	Country	App. No./ Serial No.	Filing Date	Attorney	Status	Comments
ISSUED							
018001	Clock Skew Compensation	US	11/610,943	12/14/2006	FR	Notice of Issuance 1/20/09 Issue date 2/3/09 US Pat 7,486,130	
PENDING-APPLICATIONS							
014001 752P004	Preamble Detection	US	11/303,751	12/14/2005	NLF	Notice of Issuance 1/22/09 Issue date 2/10/09 US Pat 7,489,906 Issuance postponed-Reopening Prosecution Office Action 6/10/09 Telephonic Interviews 9/8/09 and 9/9/09 Amendment file 10/17/09	Awaiting office response/notice of issuance
011001 752P002	Monitoring Network Traffic	US	11/063,261	2/22/2005	NLF	Prelim Amendment and Information Disclosure filed 8/8/06 Information and Disclosure Stmt filed 8/10/06 First office Action 9/9/08 response 4/6/09 Office Action 8/18/09 Amended 11/17/09 to cancel claims with request for issuance on allowed claims	Awaiting office response/notice of issuance Cancelled claims to be renewed
002JP1	Ad Hoc Wireless Network Using Gradient Routing	Japan	2004-512301	6/9/2003	FR	Application Published 9/26/05	US app abandoned
002HK1	Ad Hoc Wireless Network Using Gradient Routing	Hong Kong	3757416.7	9/15/2006	FR	Validated Euro filing in Hong Kong 10/26/05	US app abandoned
002KR1	Ad Hoc Wireless Network Using Gradient Routing	S. Korea	10-2004-7019924	6/9/2003	FR	Application published	US app abandoned
008WO1	Routing in an Asymmetrical Link Wireless Network	PCT/WIPO	PCT/US2005/005552	2/22/2005	FR	National Phase	US app abandoned