

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Cambridge Consultants Limited	02/04/2010
RECEIVING PARTY DATA	
Name:	Spidercloud Wireless Inc
Street Address:	2500 Augustine Drive
Internal Address:	Suite 200
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12628537
CORRESPONDENCE DATA	
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	732-936-1400
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Correspondent Name:	Michael P. Straub
Address Line 1:	788 Shrewsbury Avenue
Address Line 4:	Tinton Falls, NEW JERSEY 07724
ATTORNEY DOCKET NUMBER:	COPIVIA-4APP
NAME OF SUBMITTER:	Michael P. Straub
Total Attachments: 4 source=Copivia_4APP_Cambridge Consultants_Assignment#page1.tif source=Copivia_4APP_Cambridge Consultants_Assignment#page2.tif source=Copivia_4APP_Cambridge Consultants_Assignment#page3.tif	

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PATENT
REEL: 024102 FRAME: 0568

ASSIGNMENT

THIS ASSIGNMENT is made the 14th day of February, 2010

PARTIES

- (1) **CAMBRIDGE CONSULTANTS LIMITED**, of Science Park, Milton Road, Cambridge, CB4 0DW England ("the Assignor"),
- (2) **SPIDERCLOUD WIRELESS INC** of 2500 Augustine Drive, Suite 200, Santa Clara, CA 95054 USA (formerly Evoke Networks Inc of 530 University Avenue, Suite 200-A, Palo Alto, CA, 94301 USA) ("the Assignee").

RECITALS

- A The Assignor is the employer of the Inventors (hereafter defined) of US Patent Application No. **12/628,537** filed on **01 December 2009** ("the Application") for an invention entitled **Methods and Apparatus for Processing Uplink Signals** ("the Invention"), in the name of the Assignee.
- B The inventors of the Invention are Peter Worters, Oliver Charlesworth ("the Inventors").
- C The Invention was made jointly by the Inventors and the Invention is taken as belonging to the Assignor in the first instance either by virtue of the Inventors' employment contract with the Assignor or by statute.

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- D The Invention was created during the carrying out of a contract under an agreement reference Q168420-C-002 v1.0 dated 13 December 2007 ("the Contract") by the Assignor for the Assignee under which arising patents would become the property of the Assignee.
- E The Inventors have, for the avoidance of any doubt, assigned all their rights in the Invention to the Assignor.
- F The Assignor and the Assignee have agreed that the ownership of the Application including the Invention should be transferred by the Assignor to the Assignee and that the Assignee shall grant to the Assignor the licence in Clause 3 of this Assignment.

IN CONSIDERATION OF THE SUM OF ONE DOLLAR (\$1.00), paid by the Assignee to the Assignor, the receipt of which is acknowledged, and in consideration of the grant of the licence by the Assignee to the Assignor in Clause 3 of this Assignment, **THE ASSIGNOR HEREBY ASSIGNS** to the Assignee with full title guarantee:

- 1.0 the rights, title and interest in the Application and all the powers, privilege and immunities arising or accrued from it so that the grant of patents pursuant to the Application and any applications for patents derived from it, in any country of the world, shall be in the name of and shall vest in the Assignee;
 - 1.1 the Invention described in the Application;
 - 1.2 the right to claim priority from the Application
- 2 The Assignor neither makes, nor gives, and nothing in the assignment shall be construed as any representation, warranty or promise:
- 2.1 as to the utility or validity of the Invention;
 - 2.2 as to the quality, safety and viability of goods or services supplied which embody or otherwise make use of the Invention;

2.3 that the exercise of the Invention does not infringe any third party patents or other rights not held by the Assignor.

All terms, conditions, warranties and representations which might otherwise be implied by statute or otherwise are hereby excluded.

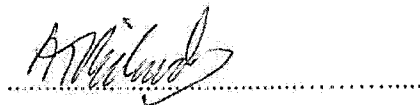
3. The Assignee hereby grants to the Assignor a royalty free, permanent, non-exclusive world-wide license for the Assignor to use and exploit, including the right to sub-licence, the Invention of the Application under the terms set out in the Contract.
4. Each party agrees with the other that it will sign, execute and do at the request and expense of the other, if and when reasonably required to do so by the other, all documents acts and things as may be necessary or desirable to enable the other to enjoy the full benefits of the rights assigned herein.
5. If at any time the Assignee elects not to maintain or to defend the Application, or any resulting patent applications or granted patents, it will offer to re-assign it or them back to the Assignor, subject to any licenses granted prior to the re-assignment, for nominal consideration only, and thereafter at the expense of the Assignor assist in maintaining and/or defending them. Any re-assignment to the Assignor, with regard to the Application, or any resulting patent applications or granted patents, in accordance with this provision shall be subject to a fully paid up, royalty free transferable license to the Assignee, including the right to grant sublicenses.
6. Should Assignee assign the Application to any third party then the obligations in this Agreement shall be included in any such assignment and Assignor shall be informed in a timely manner of such assignment.

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7. The Assignee agrees to keep the Assignor reasonably informed with regards to the prosecution of the Application including any divisions, continuations, continuations-in-part and re-issues of said applications and patents granted thereon, in order to allow the Assignee to exploit the Invention as provided in Clause 3.
8. The Assignee shall be responsible for any and all necessary recording of assignment with the relevant authorities.
9. This Assignment will be governed by and construed in accordance with the Laws of England and will be subject to the jurisdiction of the Courts of England.

The parties hereto have caused this Assignment to be executed the day and year first above written.

For and on behalf of **Cambridge
Consultants Limited**

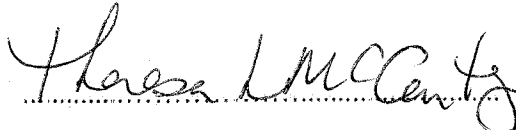


Print Name: *A T Richardson*

Position: *Deputy CEO*

4/2/2010

For and on behalf of **SpiderCloud
Wireless Inc**



Print Name: *Theresa L. McCarthy*

Position:

Secretary, General Counsel

Feb 8, 2010