PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT

CONVEYING PARTY DATA

<table>
<thead>
<tr>
<th>Name</th>
<th>Execution Date</th>
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</thead>
<tbody>
<tr>
<td>John Schlack</td>
<td>05/18/2010</td>
</tr>
<tr>
<td>Richard Conrad Clemson</td>
<td>05/17/2010</td>
</tr>
<tr>
<td>Donald Adrian Dewar Jr.</td>
<td>05/17/2010</td>
</tr>
</tbody>
</table>

RECEIVING PARTY DATA

Name: Beaumaris Networks Inc.
Street Address: 1300 Massachusetts Avenue
Internal Address: Suite 205
City: Boxborough
State/Country: MASSACHUSETTS
Postal Code: 01719

PROPERTY NUMBERS Total: 1

<table>
<thead>
<tr>
<th>Property Type</th>
<th>Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Application Number</td>
<td>12781961</td>
</tr>
</tbody>
</table>

CORRESPONDENCE DATA

Fax Number: (508)616-9661
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 508-616-9660
Email: docket@chapin-ip-law.com
Correspondent Name: BARRY W. CHAPIN, ESQ. CHAPIN INTELLECTUA
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Address Line 2: 1700 WEST PARK DRIVE, SUITE 280
Address Line 4: WESTBOROUGH, MASSACHUSETTS 01581

ATTORNEY DOCKET NUMBER: BMN10-04

NAME OF SUBMITTER: Gerald P. Kazanjian

Total Attachments: 3

501179071
ASSIGNMENT

WHEREAS, we, John Schlack, Richard Conrad Clemson, and Donald Adrian Dewar, Jr., have invented a certain improvement in METHODS, APPARATUS AND COMPUTER READABLE MEDIUM FOR MANAGED ADAPTIVE BIT RATE FOR BANDWIDTH RECLAMATION described in an application for Letters Patent of the United States, the specification of which:

[x] is being executed on even date herewith and is about to be filed in the United States Patent Office;

[ ] was filed on _________________ as U.S. Application No. _________________;

[ ] was patented under U.S. Patent No. _______________ on ________________.

WHEREAS, Beaumaris Networks Inc. (hereinafter "ASSIGNEE"), a corporation organized and existing under the laws of Massachusetts and having a usual place of business at 1300 Massachusetts Avenue, Suite 205, Boxborough, MA 01719, desires to acquire an interest therein in accordance with agreements duly entered into with us;

NOW, THEREFORE, to all whom it may concern be it known that for and in consideration of said agreements and of other good and valuable consideration, the receipt of which is hereby acknowledged, we have sold, assigned and transferred and by these presents do hereby sell, assign and transfer unto said ASSIGNEE, its successors, assigns and legal representatives, the entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to said invention as described in said application, together with the entire right, title and interest in and to said application and such Letters Patent as may issue thereon; said invention, application and Letters Patent to be held and enjoyed by said ASSIGNEE for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held by us had this assignment and sale not been made; we hereby convey all rights arising under or pursuant to any and all international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for Letters Patent. We hereby acknowledge that this assignment, being of the entire right, title and interest in and to said invention, carries with it the right in ASSIGNEE to apply for and obtain from competent authorities in all countries of the world any and all Letters Patent by attorneys and agents of ASSIGNEE's selection and the right to procure the grant of all such Letters Patent to ASSIGNEE for its own name as assignee of the entire right, title and interest therein;
AND, we hereby further agree for ourselves and our executors and administrators to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the aforesaid invention to said ASSIGNEE, its successors, assigns and legal representatives, but at its or their expense and charges, including the execution of applications for patents in foreign countries, and the execution of substitution, reissue, divisional or continuation applications and preliminary or other statements and the giving of testimony in any interference or other proceeding in which said invention or any application or patent directed thereto may be involved;

AND, we do hereby authorize and request the Commissioner of Patents of the United States to issue such Letters Patent as shall be granted upon said application or applications based thereon to said ASSIGNEE, its successors, assigns, and legal representatives.

IN TESTIMONY WHEREOF, we have hereunto set our hands and the date set forth below.

Inventor: John Schlack
Dated: 5/18/2010

Inventor: Richard Conrad Clemson
Dated: 

Inventor: Donald Adrian Dewar, Jr.
Dated:
AND, we hereby further agree for ourselves and our executors and
administrators to execute upon request any other lawful documents and likewise to
perform any other lawful acts which may be deemed necessary to secure fully the
aforesaid invention to said ASSIGNEE, its successors, assigns and legal
representatives, but at its or their expense and charges, including the execution of
applications for patents in foreign countries, and the execution of substitution, reissue,
divisional or continuation applications and preliminary or other statements and the
giving of testimony in any interference or other proceeding in which said invention or
any application or patent directed thereto may be involved;

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forth below.

Inventor:_________________
John Schlack

Dated:_________________

Inventor:_________________
Richard Conrad Clemson

Dated: 5/17/10

Inventor:_________________
Donald Adrian Dewar, Jr.

Dated: 5/17/2010