

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
U4EA Technologies Limited	10/08/2009
RECEIVING PARTY DATA	
Name:	Southbury Limited
Street Address:	7 Wellbeck Street
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	W1G 9YE
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11720472
CORRESPONDENCE DATA	
Fax Number:	(720)562-5519
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Address Line 4:	Boulder, COLORADO 80302
ATTORNEY DOCKET NUMBER:	50407-00001
NAME OF SUBMITTER:	Kent A. Lembke
Total Attachments: 9 source=Assignment-Southbury#page1.tif source=Assignment-Southbury#page2.tif source=Assignment-Southbury#page3.tif source=Assignment-Southbury#page4.tif	

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Dated 8 October 2009

(2) SIMON ROWE & ROGER ISAACS
(JOINT ADMINISTRATORS)

and

(G) SOUTHBURY LIMITED

IPR Assignment

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⁷ The following table lists the number
of cases reported by the various states.

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Clause heading and number

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THIS AGREEMENT is made the 8th day of October 2009

BETWEEN:

- (1) **UAEA TECHNOLOGIES LIMITED** (a company registered in England and Wales with registered number 03874295) whose registered office is at Narrow Quay House, Narrow Quay, Bristol, BS1 4AH acting by its joint administrators **SIMON ROWE** and **ROGER ISAACS** of Milsted Langdon, Redcliff Street, Bristol BS1 6NP (the "Assignor")
- (2) **SIMON ROWE AND ROGER ISAACS** of Milsted Langdon, Redcliff Street, Bristol BS1 6NP as joint administrators of the Company (together the "Administrators")
- (3) **SOUTHBURY LIMITED** (a company registered in England with registered number 06917863) whose registered office is at 7 Wellbeck Street, London, W1G 9YE ("Assignee")

BACKGROUND

- (A) On 1st July 2009 the Administrators were appointed as joint administrators of the Assignor (with power to act severally) pursuant to an appointment of the directors of the Assignor in accordance with paragraph 22 of Schedule B1 Insolvency Act 1986
- (B) The Assignor granted the Assignee a licence of the IPR pursuant to an agreement dated 1 July 2009 (the "Licence").
- (C) The Assignor now wishes to assign the IPR to the Assignee on the terms set out in this agreement (the "Agreement").

NOW IT IS HEREBY AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement unless the context otherwise requires the following words and expressions shall have the following meanings:

IPR

(a) patents, designs, trade marks, trade names, trade dress, copyright and related rights, (in each case whether registered or unregistered), database rights, trade secrets, inventions, know-how and information of a secret or proprietary or confidential nature (in whatever form);

(b) all other intellectual property rights and similar or equivalent rights anywhere in the world which currently exist or are recognised in the future; and

(c) applications, extensions and renewals in relation to any such rights, and rights to claim for past infringement of such rights

that are owned by the Assignor as at the date of Completion, including (without limitation) the Patents;

Fee

(~~£~~) exclusive of VAT;

Patents All patents and patent applications listed in the Schedule, together with all patent applications which are equivalent to and/or claim priority from the patents and applications listed in the Schedule and granted patents issuing from such applications, together with all re-issues and extensions of the preceding;

- 1.2 Clause and schedule headings do not affect the interpretation of this agreement.
- 1.3 A person includes a corporate or unincorporated body.
- 1.4 Words in the singular include the plural and in the plural include the singular.
- 1.5 A reference to one gender includes a reference to the other gender.

2 ASSIGNMENT

- 2.1 In consideration of the payment of the Fee by the Assignee to the Assignor (receipt of which is hereby acknowledged), the Assignor hereby assigns to the Assignee such right, title and interest as the Assignor owns in the IPR, including (without limitation):
 - 2.1.1 any right of the Assignor to claim damages and other remedies for any past infringement of the IPR; and
 - 2.1.2 any right of the Assignor to claim priority, apply for, prosecute and/or obtain registrations based on the IPR.
- 2.2 The Assignee shall be responsible for payment of value added tax (VAT) on the assignment where applicable, subject to production of a valid VAT invoice by the Assignor.

3 FURTHER ASSURANCE AND VAT

- 3.1 At the request and expense of the Assignee, the Assignor shall execute and do all such further reasonable acts, deeds, documents and things necessary to vest such right, title and interest as the Assignor owns in the IPR in the Assignee.
- 3.2 The parties consider that the provisions of section 49(1) of the Value Added Tax Act 1994 ("VATA 1994") and Article 5 of the Value Added Tax (Special Provisions) Order 1995 apply to this Agreement as an integral part of the sale of a business as a going concern as set out in the agreement for the sale and purchase of certain assets of U4EA Technologies Limited (in administration) and accordingly:
 - 3.2.1 the Assignee shall use all reasonable endeavours to secure that pursuant to the provisions referred to above the assignment of the IPR under this Agreement is treated as neither a supply of goods nor a supply of services for the purposes of Value Added Tax ("VAT");
 - 3.2.2 the Assignee undertakes that the IPR will be used by the Assignee as an integral part in carrying on the same kind of business as that carried on by the Assignor and the Assignee confirms to the Assignor and to the Administrators that either
 - a) it is not registered for the purposes of the VATA 1994 but will become liable to compulsory registration immediately after Completion and will apply for

registration as soon as reasonably practicable or b) it is registered for the purposes of VATA 1994; and

3.2.3 the Assignee shall comply with any notification requirements resulting from the sale and purchase of the IPR as required by Schedule 1 VATA 1994 or as otherwise required by law.

3.3 The Assignor will make available for collection on the date of this agreement the records referred to in section 49 of VATA 1994 so far as they are available and the Assignee agrees to preserve any such records collected from the Assignor for such period as may be required by law and during that period to permit the Assignor, the Administrators and any subsequently appointed liquidator(s) to inspect them in accordance with the terms of this Agreement.

3.4 If for any reason H.M. Revenue & Customs require VAT to be accounted for by the Assignor or the Administrators then the Assignee shall (against production of appropriate tax invoices) pay the amount of such VAT to the Administrators on or before the business day before the same is payable to HM Revenue & Customs by the Assignor and/or the Administrators plus any penalty interest costs or expenses incurred by the Assignor and/or the Administrators for late payment of VAT (save to the extent that such penalty, interest, costs or expenses result from any delay by the Assignor and/or the Administrators in paying to H.M Revenue & Customs any monies so received from the Assignee).

4 TERMINATION OF THE LICENCE

4.1 The Licence shall terminate immediately and each of the Assignor and the Assignee shall be released from its respective obligations under the Licence on completion of this Agreement, including (without limitation) those obligations set out in clause 5 of the Licence.

5 ENTIRE AGREEMENT

5.1 This Agreement, and the documents referred to in it, constitutes the entire agreement and understanding of the parties and supersedes any previous agreement between the parties relating to the subject matter of this Agreement.

5.2 Each of the parties acknowledges and agrees that, in entering into this Agreement and the documents referred to in it, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this agreement or not) other than as expressly set out in this Agreement as a warranty or representation. The only remedy available to it for breach of such warranties or representations shall be for breach of contract under the terms of this Agreement. Nothing in this clause shall operate to limit or exclude any liability for fraud.

6 ADMINISTRATORS' LIABILITY

The Administrators are entering into and signing this Agreement as agents for the Assignor and neither they nor their agents or staff shall incur any personal liability whatsoever in respect of any matter referred to in this Agreement and, without prejudice to the generality of the foregoing, in respect of any of the obligations undertaken by the Assignor whether such liability would arise under the Insolvency Act 1986 or otherwise howsoever.

7 RIGHTS OF THIRD PARTIES

No term of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to it, but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.

8 GOVERNING LAW AND JURISDICTION

8.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England.

8.2 The parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

SIGNATURE PAGE

Robert Isaac
 SIGNED by ~~ROBERT ISAACS~~
 for and on behalf of ~~U4EA TECHNOLOGIES~~
 LIMITED
 (IN ADMINISTRATION) as agent for
 the assignor without personal liability.

[Signature]
 (Signature)

Roger Isaac
 SIGNED by ~~ROGER ISAACS~~
 as Joint Administrator without personal liability.

[Signature]
 (Signature)

SIGNED by JOHN POWER - A DIRECTOR
 for and on behalf of SOUTHURY LIMITED

John Power
 (Director)

The Patents

SCHEDULE

Patent Summary	Priority Date	Title of Invention	Region	App Number	Status	Notes on Search/Exam reports
"Routing Device" First application covering routing based on loss and delay information	23 April 1998	Network Management	Australia	41337/00	GRANTED	✓ (14 October 2004) PATENT NO: 774660
			USA	09/669,268	GRANTED	✓ (28 February 2006) PATENT NO: 7,006,435
			China	00809400.4	GRANTED	✓ (7 June 2006) PATENT NO: ZL00809400.4
			India	INPCT/2001/201117	GRANTED	✓ (28 March 2007) Awaiting formal grant details
			Europe		GRANTED	✓ (27 May 2007) PATENT NO: 1177659 Validation complete in UK (21 June 2007) Validation complete in France, Germany, Austria, Iceland, Luxembourg, Belgium and Switzerland (31 July 2007) Validation complete in Monaco (19/12/07)
"PolicerShaper" applications: Group of 7 patent applications covering some of the CoS components and technology (including Randomness Tokenisation, for example)	3 October 2005	Data Flow Control	Japan	61-4614/2005	PENDING	
			Brazil	P10008894-5	PENDING	
			Canada	2,371,184	PENDING	
			Europe	00864478.0	GRANTED	✓ (19 September 2007) PATENT NO: 1327332 PWF resumed to start rectification process in UK, Germany and France. Validation complete (18 December 2007)
			USA	10/405143	PENDING	
		Conceptual Packet Lengths	Europe	00864487.3	PENDING	
			USA	10/406,623	PENDING	
		Packet	Europe	00864604.5	PENDING	

	Sequence Control	USA	10408,144	PENDING	✓ (15 August 2007) PATENT NO: 1329068 Brought into effect in UK, Germany and France Validation complete (15 December 2007)
	Allocating Priority Levels in a Data Flow	Europe	00864483.2	GRANTED	
		USA	10407,910	PENDING	
	Prioritising Data with Flow Control	Europe	00864488.1	GRANTED	✓ (5 September 2007) PATENT NO: 1327335 Brought into effect in UK, Germany and France Validation complete (8 November 2007)
		USA	10407,814	PENDING	
	Filtering Data Flow	Europe	00864481.8	GRANTED	✓ (1 August 2007) Patent no: 1327333. Brought into effect in UK, Germany and France Validation complete (15 December 2007)
		USA	10407,148	PENDING	
	Policing Data based on Load Profile	Europe	00864484.0	PENDING	
		USA	10406,145	PENDING	
	Priority Service Protection	Europe	05810732.7	PENDING	
		USA		PENDING	
"p2p" application: Covers technology with potential wireless and VoIP applications	30 November 2004				