

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Antonio Rivas	04/05/2007
RECEIVING PARTY DATA	
Name:	EXTENET SYSTEMS INC.
Street Address:	3030 Warrenville Road
Internal Address:	Suite 340
City:	Lisle
State/Country:	ILLINOIS
Postal Code:	60532
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11958100
CORRESPONDENCE DATA	
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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ATTORNEY DOCKET NUMBER:	09-340-US-CIP
NAME OF SUBMITTER:	David A. Grabelsky

Total Attachments: 12
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**PATENT
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ASSIGNMENT

WHEREAS, we, Antonio Rivas, residing at 145 S. York St #314, Elmhurst, Illinois 60126, United States of America, and, Tormod Larsen residing at ON813 W Curtis Square, Geneva, IL 60134, United States of America, hereinafter called "ASSIGNORS", have invented a certain new and useful Invention for a "Method and Apparatus for Providing Location Services for a Distributed Network" ("Invention"), which is fully set forth in an application for Letters Patent in the United States filed on February 13, 2007 and assigned U.S. Patent Application Serial No. 11/674,370 ; and

WHEREAS Extenet Systems, Inc., f/k/a ClearLinx Network Corporation, a Corporation in the State of Illinois having principal place of business as 1901 S. Meyers Road, Suite 190, Oakbrook Terrace, IL 60181, United States of America together with any successors, legal representatives or assigns thereof, hereinafter called "ASSIGNEE" desires to acquire the entire right, title and interest in and to said Invention, the application above identified, and in, to and under Letters Patent which may be obtained for said Invention, as herewith more fully set forth;

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that for and in consideration of the sum of \$1.00 and other valuable and legally sufficient considerations, the receipt of which by the ASSIGNORS from the ASSIGNEE is hereby acknowledged, said ASSIGNORS have sold, assigned and transferred, and by these presents does sell, assign and transfer unto the said ASSIGNEE, the entire right, title and interest in and to the Invention and application hereinabove identified, and any Letters Patent of the United States that may issue thereon or claim priority under United States law or international convention, including but not limited to non-provisionals, continuations, continuations-in-part, divisions, reissues, reexaminations, extensions and substitutions thereof, and any Letters Patent therefore in all countries foreign to the United States; to have and to hold for the sole and exclusive use and benefit of the said ASSIGNEE, it's successors and assigns to the full end of the term for which any and all of said Letters Patent for said Invention may issue; and all priority rights available under all applicable International Agreements, Treaties and Conventions for the protection of intellectual property in its various forms in every participating country, including but not limited to any cause(s) of action and damages prior to this assignment;

AND we HEREBY covenant and agree, for ourselves and our legal representatives, that this assignment, being of ASSIGNORS's entire right, title and interest in and to said invention(s), applications and patents carries with it the right in ASSIGNEE to apply for and obtain from competent authorities in all countries of the world any and all patents by attorneys and agents of ASSIGNEE's selection and the right to procure the grant of all patents to ASSIGNEE in its own name as ASSIGNEE of ASSIGNORS's entire right, title and interest therein, and that we will assist the ASSIGNEE in the prosecution of the application herein identified; in the making and prosecution of any other applications for Letters Patent that the ASSIGNEE may elect to make covering the Invention herein identified, as hereinbefore set forth, investing in the ASSIGNEE like exclusive title in and to all such other applications and Letters Patent; and in the prosecution of any interference or reexamination which may arise involving the Invention, or any application or Letters Patent herein contemplated; and that we will

execute and deliver to the ASSIGNEE any and all additional papers which may be requested by the ASSIGNEE to fully carry out the terms of this Assignment;

AND we HEREBY further covenant and agree that we will communicate to the ASSIGNEE any facts known to me respecting said Invention, and testify in any legal proceeding, sign all lawful papers, execute all patent applications, make all rightful declarations and generally do everything possible to aid ASSIGNEE to obtain and enforce proper patent protection for the Invention in all countries;

And the U.S. Commissioner of Patents and Trademarks, and any officials of foreign countries whose duty it is to issue patents on applications as aforesaid, are hereby authorized and requested to issue Letters Patent to the said ASSIGNEE in accordance with the terms of this Assignment;

IN TESTIMONY WHEREOF, I hereunto set my hand this 5th day of ~~February~~ April 2007.

Antonio Rivas
Antonio Rivas

On this 5th day of ~~February~~ APRIL, 2007, before me, the undersigned Notary Public, personally appeared Antonio Rivas, proved to me through satisfactory evidence of identification, which was/were Drivers License IL, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignee and executed this document of his/her own free will.



Terrence M Ray
Signature of Notary
My Commission Expires: 9-14-2008

Tormod Larsen
Tormod Larsen

On this 5th day of ~~February~~ April, 2007, before me, the undersigned Notary Public, personally appeared Tormod Larsen, proved to me through satisfactory evidence of identification, which was/were Drivers License IL, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignee and executed this document of his/her own free will.



Terrence M Ray
Signature of Notary
My Commission Expires: 9-14-2008

EXHIBITS

For ease of reference in this Declaration, Clearlinx and its successor, ExteNet, are collectively referred to as "Clearlinx and its successor."

4. From no later than May 23, 2006, to at least December 17, 2007, I was the direct supervisor of Mr. Antonio Rivas at Clearlinx and its successor.

5. On information and belief, on May 23, 2006, Mr. Rivas and Clearlinx executed a Protective Agreement ("Agreement"). Section I(II) of the Agreement provides as follows:

I recognize and agree that all ideas, inventions, patents, copyrights, copyright designs, trade secrets, trademarks, mask work rights, processes, discoveries, enhancements, software, source code, database rights, catalogues, prints, business applications, plans, writings, and other developments or improvements and all other intellectual property and proprietary rights and any derivative works based thereon (the "Inventions") made, conceived, or completed by me, alone or with others, during the time of my employment, whether or not during working hours, that are within the scope of the Company's business operations, or that relate to any of the Company's work or projects, are the sole and exclusive property of the Company, if no other agreement exist between Employee and Company. I further agree that (1) I will promptly disclose Inventions to the Company and hereby assign to the Company all present and future rights I have or may have in those Inventions, if not specifically agreed in separate agreement:

A copy of the executed Agreement is attached as Exhibit A.

5. Mr. Rivas and I are the two co-inventors named on U.S. Patent Application No. 11/958,100 ("the '100 Application").

6. The '100 Application was filed with the USPTO on December 17, 2007.

7. The entirety of Mr. Rivas's contribution to the invention described in the '100 Application was made no earlier than May 23, 2006, and no later than December 17, 2007, a time during which Mr. Rivas was employed at Clearlinx and its successor and during which Mr. Rivas was under my direct supervision.

8. The entirety of Mr. Rivas' contribution to the invention described in the '100 Application: (1) was within the scope of the business operations of Clearlinx and its successor;

(2) related to the work and projects of Clearlinx and its successor; and (3) was made as part of Mr. Rivas' responsibilities as an employee at Clearlinx and its successor.

9. I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Respectfully submitted,

Date: 08/20/2010

By:

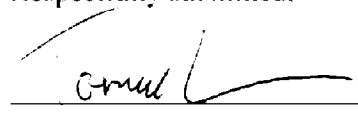

Tormod Larsen

EXHIBIT A

PROTECTIVE AGREEMENT

THIS PROTECTIVE AGREEMENT is made and entered into as of the 23rd day of MAY, 2006, by and between Alfonso Rojas and Clearlinx Network Corporation and each of its subsidiaries, affiliates, successors or assigns (collectively, Clearlinx Network Corporation and each of its subsidiaries, affiliates, successors and assigns shall be referred to herein as the "Company").

1. I acknowledge and agree that solely by virtue of my employment with the Company, I will acquire "Confidential Information," as well as special knowledge of the Company's relationships with its customers, prospective customers and suppliers, and that, but for my association with the Company, I will not have had access to the Confidential Information or knowledge of the relationships. As a condition precedent to the Company employing me, and as consideration for my employment, I represent and warrant as follows:

A. I have voluntarily signed this Agreement after determining that the provisions contained in this Agreement are of a material benefit to me, and that the duties and obligations imposed on me are fair and reasonable and will not prevent me from earning a comparable livelihood following the termination of my employment with the Company.

B. I have read and fully understand the terms of this Agreement and have considered its benefits and consequences. I also have informed the Company of, and provided the Company with copies of, any non-competition, confidentiality, work-for-hire or similar agreements to which I am subject or may be bound.

C. I agree that, during the time of my employment with the Company and for a period of one (1) year after the termination of my employment, whether voluntary or involuntary, I will not, directly or indirectly, except on behalf of the Company or after written consent by the Company:

(1) contact, solicit or accept if offered to me, or direct any person or entity to contact, solicit or accept if offered to it, any of the Company's customers or prospective customers for the purpose of providing any services that are the same as or similar to the services (more specifically, own and operate outdoor shared networks based on Distributed Antenna Systems for the provision of voice and data services for the cellular and PCS Wireless Service Providers, WIFI, WIMAX and fixed wireless services) provided by the Company to its customers during the term of my employment or for the purpose of otherwise interfering with the business relationships between the Company and its customers or prospective customers; or

(2) solicit or accept if offered to me, with or without solicitation, on my own behalf or on behalf of any other person or entity, the services of any person who is a current employee of the Company (or was an employee of the Company during the year preceding such solicitation), nor solicit any of the Company's current employees (or any individual who was an employee of the Company during the year preceding such solicitation) to terminate employment or an engagement with the Company, nor agree to hire any current employee (or any individual who

was an employee of the Company during the year preceding such hire) of the Company into employment with me or any other person or entity; or

(3) act as a consultant, advisor, employee, director or shareholder for or on behalf of any divisions, operating subsidiaries or activities of the Company's customers, prospective customers, or other entities providing services or products that are the same as or similar to the services or products sold or made available by the Company (more specifically, own and operate outdoor shared networks based on Distributed Antenna Systems for the provision of voice and data services for the cellular and PCS Wireless Service Providers, WIFI, WIMAX and fixed wireless services); or

(4) become associated with any business, whether as an investor (excluding investments representing less than one percent (1%) of the common stock of a public company), lender, owner, stockholder, officer, director, employee, agent or in any other capacity, involved in the marketing or providing of services (more specifically, own and operate outdoor shared networks based on Distributed Antenna Systems for the provision of voice and data services for the cellular and PCS Wireless Service Providers, WIFI, WIMAX and fixed wireless services) then constituting ten percent (10%) or more of the current year's (or most recent completed year's) annual revenues of the Company.

D. I acknowledge and agree that the scope described above is necessary and reasonable in order to protect the Company in the conduct of its business and that, if I become employed by another employer, I will be required to disclose the existence of this Protective Agreement to such employer and I consent to and the Company is given permission to disclose the existence of this Protective Agreement to such employer. I further acknowledge and agree that, if I breach any of the requirements of subparagraph C, the one (1) year restricted period set forth therein shall be tolled during the time of such breach.

E. For purposes of this Protective Agreement: (i) "**customer**" is defined as any person or entity that purchased any type of product and/or service from the Company or is or was doing business with the Company or me within the twelve (12) month period immediately preceding termination of my employment; (ii) "**prospective customer**" is defined as any person or entity contacted or solicited by the Company or me (whether directly or indirectly) or who contacted the Company or me (whether directly or indirectly) within the twelve (12) month period immediately preceding termination of my employment for the purpose of having such persons or entities become a customer of the Company; and (iii) "**supplier**" is defined as any person or entity who is or was supplying products or services to the Company within the twelve (12) month period immediately preceding termination of my employment.

F. I agree that both during my employment and thereafter I will not use for myself or disclose to any person not employed by the Company any "Confidential Information" of the Company acquired by me during my relationship with the Company, except where such disclosure is consented to, or approved by, the Company. I agree that

"Confidential Information" includes but is not limited to: (1) any financial, engineering, business, planning, research, operations, services, products, technical information and/or know-how, organization charts, prototypes, formulas, production, marketing, pricing, sales, profit, personnel, customer, prospective customer, supplier, or other lists or information of the Company; (2) any papers, data, records, processes, techniques, systems, models, samples, devices, equipment, customer lists, or documents of the Company; (3) any confidential information or trade secrets of any third party provided to the Company in confidence or subject to other use or disclosure restrictions or limitations; and (4) any other information, written, oral or electronic, whether existing now or at some time in the future, which pertains to the Company's affairs or interests or with whom the Company does business. The Company acknowledges and agrees that Confidential Information does not include (a) information properly in the public domain, or (b) information in my possession prior to the date of my original employment with the Company, except to the extent that such information is or has become a trade secret of the Company or is or otherwise has become the property of the Company.

Notwithstanding the foregoing, the Company acknowledges that the Employee has numerous pre-existing contacts with individuals and companies in the Company's industry and that these contacts are a valuable resource of Employee. Provided that Employee does not violate the covenant not to compete in the Agreement, there shall be no restriction on Employee's use of or access to pre-existing contacts after termination of this Agreement.

G. During and after my employment, I will not remove from the Company's premises any documents, records, files, notebooks, reports, video or audio recordings, computer printouts, programs or software, price lists, microfilm, drawings, customer lists, or other similar documents containing Confidential Information, including copies thereof, whether prepared by me or others, except as my duty shall require, and in such cases, will promptly return such items to the Company. Upon termination of my employment with the Company, all such items including summaries or copies, then in my possession, will be returned to the Company immediately. Notwithstanding the foregoing, Employee may keep written and electronic records of pre-existing contacts.

H. I recognize and agree that all ideas, inventions, patents, copyrights, copyright designs, trade secrets, trademarks, mask work rights, processes, discoveries, enhancements, software, source code, database rights, catalogues, prints, business applications, plans, writings, and other developments or improvements and all other intellectual property and proprietary rights and any derivative works based thereon (the "Inventions") made, conceived, or completed by me, alone or with others, during the time of my employment, whether or not during working hours, that are within the scope of the Company's business operations, or that relate to any of the Company's work or projects, are the sole and exclusive property of the Company, if no other agreement exist between Employee and Company. I further agree that (1) I will promptly disclose Inventions to the Company and hereby assign to the Company all present and future rights I have or may have in those Inventions, if not specifically agreed in separate agreement; and (2) all of the Inventions eligible under the copyright laws are "work made for hire." At the

request of and without charge to the Company, I will do all things deemed by the Company to be reasonably necessary to perfect title to the Inventions in the Company and to assist in obtaining for the Company such patents, copyrights or other protection as may be provided under law and desired by the Company, including but not limited to executing and signing any and all relevant applications, assignments, or other instruments. Notwithstanding the foregoing, I acknowledge that, pursuant to the Employee Patent Act, Illinois Public Act 83-493, the Company has informed me that the provisions of this Paragraph H will not apply to any Inventions for which no equipment, supplies, facility or trade secret information of the Company was used and which were developed entirely on my own time, unless (1) the Invention relates (i) to the business of the Company, or (ii) to actual or demonstrably anticipated research or development of the Company, or (2) the Invention results from any work performed by me for the Company.

I. I acknowledge and agree that all customer lists, supplier lists, and customer and supplier information, including, without limitation, addresses and telephone numbers, are and will remain the exclusive property of the Company, regardless of whether such information was developed, purchased, acquired, or otherwise obtained by the Company or by me. I agree to furnish to the Company on demand at any time during my employment, and upon termination of my employment, my complete list of the correct names and places of business and telephone numbers of all of its customers served by me, including all copies thereof wherever located. I also acknowledge and agree that I have no expectation of privacy with respect to the Company's telecommunications, networking or information processing systems (including, without limitation, stored computer files, email messages and voice messages) and that my activity and any files or messages on or using any of those systems may be monitored at any time without notice.

J. It is agreed that any breach of any of the covenants contained in this Protective Agreement will result in irreparable harm and continuing damages to the Company and its business and that the Company's remedy at law for any such breach will be inadequate and, accordingly, in addition to any and all other remedies that may be available to the Company, any court of competent jurisdiction may issue a decree of specific performance or issue a temporary and permanent injunction, without the necessity of the Company posting bond or furnishing other security and without proving special damages or irreparable injury, enjoining and restricting the breach of any such covenant. In the event that I am found to be in breach of any of the covenants contained herein, I agree to pay all of the Company's costs and expenses, including reasonable attorneys' and accountants' fees, incurred in enforcing such covenants.

2. Nothing contained in this Agreement creates any right of employment or limits or restricts the Company's or my right to terminate my employment at any time with or without cause.

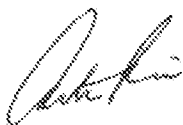
3. It is our intention that all provisions of this Agreement be enforced to the fullest extent permitted by law. If any provision of this Agreement shall be found invalid or unenforceable for any reason, in whole or in part, then such provision shall be deemed modified, restricted, or reformulated to the extent and in the manner necessary to render the same valid and enforceable, or shall be deemed excised from this Agreement, as the case may require, and this Agreement shall be construed and enforced to the maximum extent permitted by law, as if such provision had been originally incorporated herein as so modified, restricted, or reformulated or as if such provision had not been originally incorporated herein, as the case may be. The Company and I

further agree to seek a lawful substitute for any provision found to be unlawful; provided, that, if we are unable to agree upon a lawful substitute, the Company and I desire and request that a court or other authority called upon to decide the enforceability of this Agreement modify those restrictions in this Agreement that, once modified, will result in an agreement that is enforceable to the maximum extent permitted by the law in existence at the time of the requested enforcement. This Agreement contains the entire understanding and agreement between us with respect to this subject matter, and supersedes all prior oral and written agreements, if any, between us with respect to that subject matter. I understand and acknowledge that the Company's rights under this Agreement shall inure to the benefit of any of its successors and/or assigns, and I shall continue to be bound by the terms hereof with any of the Company's successors and/or assigns.

4. I understand that the Company does not wish to incorporate any unlicensed or unauthorized material into its products or services or those of its subsidiaries. Therefore, I agree that I will not knowingly disclose to the Company, use in the Company's business, or cause the Company to use, any information or material which is confidential or proprietary to any third party including, but not limited to, any former employer, competitor or client, unless the Company has a right to receive and use such information. I will not incorporate into my work any material that is subject to the copyrights of any third party unless the Company has a written agreement with that third party or otherwise has the right to receive and use such information.

5. This Agreement will be governed and construed in accordance with the laws of the State of Illinois, including the internal conflicts of law. I agree and consent to submit to personal jurisdiction in the State of Illinois in any state or federal court of competent subject matter jurisdiction situated in Cook County, Illinois. I further agree to waive any right I otherwise may have to a trial by jury in any action to enforce the terms of this Agreement.

We have executed this Agreement on the day and year first above written.



Employee

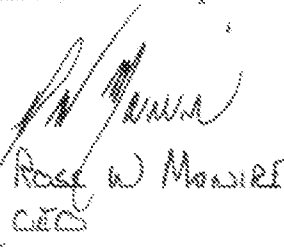
(Employee)

Clearlinx Network Corporation

By:

Name:

Title:



ROSS W MOWBRAY
CEO

PATENT