

# PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY
CONVEYING PARTY DATA	
Name	Execution Date
SILICON VALLEY BANK	06/04/2009
RECEIVING PARTY DATA	
Name:	OQO, INC.
Street Address:	583 Shotwell Street
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94110
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	10173734
Application Number:	10391277
Application Number:	10230812
Application Number:	29218873
CORRESPONDENCE DATA	
Fax Number:	(703)684-1157
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	703-684-1120
Email:	jgreer@mmiplaw.com
Correspondent Name:	John Mattingly, Mattingly & Malur, P.C.
Address Line 1:	1800 Diagonal Rd.
Address Line 2:	Suite 370
Address Line 4:	ALEXANDRIA, VIRGINIA 22314
ATTORNEY DOCKET NUMBER:	OQO-ASSIGN
NAME OF SUBMITTER:	John R. Mattingly

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**PATENT**  
**REEL: 024974 FRAME: 0168**

Total Attachments: 2

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**OQO, Inc.**

**APPROVAL OF DISPOSITION OF COLLATERAL AND SUBORDINATION TO GENERAL ASSIGNMENT BUDGET**

1. The undersigned are parties to that certain Loan and Security Agreement, dated as of August 3, 2007 (the "*Security Agreement*"), by and among **OQO, INC.**, a Delaware corporation (the "*Company*"), and Silicon Valley Bank, named therein (the "*Secured Party*").
2. On June 4, 2009, the Company, as assignor ("*Assignor*") expects to make a general assignment for the benefit of creditors (the "General Assignment" or the "Assignment") in favor of OQO (assignment for the benefit of creditors), LLC, as assignee, ("*Assignee*" or "*Seller*") pursuant to California law. Pursuant to the General Assignment, the Company will transfer ownership of all its right, title and interest in and to the Company's tangible and intangible assets to Assignee, and in so doing will also designate the Assignee to act as the assignee for the benefit of creditors of the Company. The Secured Party agrees and subordinates its right to payment of proceeds of Disposition of Collateral to the prior payment of the Assignee's expenses budgeted (the "Budget") for the Assignment as set forth in the Budget, a true and complete copy of which has been delivered to Secured Party.
3. The Assignee contemplates selling the assets of the Company, primarily equipment and intellectual property during the Assignment (the "*Disposition of Collateral*"), which constitutes collateral of the Secured Party pursuant to the terms of the Security Agreement. (the "*Disposition of Collateral*").
4. Pursuant to the Security Agreement, the Assignee cannot consummate the Disposition of Collateral free and clear of liens without the consent of the Secured Party.
5. The undersigned Secured Party hereby consents to and approves the Disposition of Collateral and releases and terminates any and all liens, claims, encumbrances, rights of offset and recoupment, demands, rights to payment, debts, liabilities, costs, expenses, charges and security interests it has or may have in or against the Collateral (collectively, the "*Secured Party Interests*"), whether perfected or unperfected, including without limitation any and all Secured Party's Interests (i) arising from or related to the Security Agreement and (ii) arising from or related to filings with the United States Patent and Trademark Office or United States Copyright Office in or against patents, copyrights, trademarks or other intellectual property rights, with such Secured Party's Interests to attach to the proceeds of the Disposition of Collateral. The Secured Party's Interests attaching to the proceeds of the Disposition of Collateral shall have the same rights of priority as exists with respect to the Collateral prior to the Disposition of Collateral.
6. This Approval shall be construed in accordance with the laws of the State of California, excluding conflict of laws principles.

IN WITNESS WHEREOF, the undersigned has executed this Approval of Disposition of Collateral and Subordination to General Assignment Budget Agreement as of \_\_\_\_\_, 2009.

By: Silicon Valley Bank

Signature: Brian Bell

Print Name: BRIAN BELL

Title: SR. ADVISOR