

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest
CONVEYING PARTY DATA	
Name	Execution Date
Cheyne Special Situations Fund LP	08/31/2010
RECEIVING PARTY DATA	
Name:	Venali, Inc.
Street Address:	6100 Blue Lagoon Drive
Internal Address:	Suite 250
City:	Miami
State/Country:	FLORIDA
Postal Code:	33126
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	10637306
CORRESPONDENCE DATA	
Fax Number:	(310)820-5988
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	310 207-3800
Email:	Margaux_Rodriguez@bstz.com
Correspondent Name:	Blakely, Sokoloff, Taylor & Zafman LLP
Address Line 1:	1279 Oakmead Parkway
Address Line 4:	Sunnyvale, CALIFORNIA 94085
ATTORNEY DOCKET NUMBER:	002964.P058
NAME OF SUBMITTER:	Farzad E. Amini
Total Attachments: 5 source=2964P058_Release_of_Security_Interest#page1.tif source=2964P058_Release_of_Security_Interest#page2.tif source=2964P058_Release_of_Security_Interest#page3.tif	

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PATENT
REEL: 025445 FRAME: 0526

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**STATE OF FLORIDA UNIFORM COMMERCIAL CODE
FINANCING STATEMENT AMENDMENT FORM**

FLORIDA SECURED TRANSACTION REGISTRY

FILED

2010 Aug 31 PM 10:37

**** 201003138320 ****

A. NAME & DAYTIME PHONE NUMBER OF CONTACT PERSON

B. SEND ACKNOWLEDGEMENT TO:

Name Stanley Jacobs, Jr.

Address 401 E. Las Olas Boulevard, Suite 2000

Address Suite 2000

City/State/Zip Ft. Lauderdale, FL 33301

1a. INITIAL FINANCING STATEMENT FILE #
200501128373

1b. ☐

2. CURRENT RECORD INFORMATION - DEBTOR NAME - INSERT ONLY ONE

2a. ORGANIZATION'S NAME

Venall, Inc.

2b. INDIVIDUAL'S LAST NAME

FIRST NAME

3. CURRENT RECORD INFORMATION - SECURED PARTY NAME - INSERT ONLY ONE SECURED PARTY NAME (JB OR JD)

3a. ORGANIZATION'S NAME

Cheyne Special Situations Fund LP

3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

4. ☒ **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

5. ☐ **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

6. ☐ **ASSIGNMENT** (full or partial): Give name of assignee in item 9a or 9b and address of assignee in item 9c; and also give name of assignor in item 11.

7. ☐ **AMENDMENT (PARTY INFORMATION):** This Amendment affects ☐ Debtor or ☐ Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 8 and/or 9.

☐ **CHANGE** name and/or address: Give current record name in item 8a or 8b; Also give new name (if name change) in item 9a or 9b and/or new address (if address change) in item 9c.

☐ **DELETE** name: Give record name to be deleted in item 8a or 8b.

☐ **ADD** name: Complete item 9a or 9b, and 9c; also complete items 9d-9g (if applicable).

8. CURRENT RECORD INFORMATION - INSERT ONLY ONE NAME (8a OR 8b) - Do Not Abbreviate or Combine Names

8a. ORGANIZATION'S NAME

8b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

9. CHANGED (NEW) OR ADDED INFORMATION: - INSERT ONLY ONE NAME (9a OR 9b) - Do Not Abbreviate or Combine Names

9a. ORGANIZATION'S NAME

9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

9c. MAILING ADDRESS Line One

This space not available.

MAILING ADDRESS Line Two

CITY

STATE

POSTAL CODE

COUNTRY

9d. TAX ID#

REQUIRED ADD'L INFO
RE: ORGANIZATION DEBTOR

9e. TYPE OF ORGANIZATION

9f. JURISDICTION OF ORGANIZATION

9g. ORGANIZATIONAL ID#

NONE

10. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral ☐ deleted or ☐ added, or give entire ☐ restated collateral description, or describe collateral ☐ assigned.

11. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor, which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment.

11a. ORGANIZATION'S NAME

Cheyne Special Situations Fund LP

11b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

12. OPTIONAL FILER REFERENCE DATA 091628.010900

STANDARD FORM - FORM UCC-3 (REV.01/2009)

Filing Office Copy

Approved by the Secretary of State, State of Florida

PATENT

REEL: 025445 FRAME: 0528

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

CSC
P.O. Box 5828
Tallahassee, FL 32314
(800) 342-8086

FLORIDA SECURED TRANSACTION REGISTRY

FILED

2005 Nov 09 AM 12:00

***** 200501129373 *****

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME Venell, Inc.

OR

1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

One Alhambra Plaza, Suite 800

CITY

Coral Gables

STATE

POSTAL CODE

FL

33134

COUNTRY

US

1d. TAX ID #: SSN OR EIN

ADD'L INFO RE
ORGANIZATION
DEBTOR1e. TYPE OF ORGANIZATION
C Corporation

1f. JURISDICTION OF ORGANIZATION

Florida

1g. ORGANIZATIONAL ID #, if any

☒ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

2c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

2d. TAX ID #: SSN OR EIN

ADD'L INFO RE
ORGANIZATION
DEBTOR

2e. TYPE OF ORGANIZATION

2f. JURISDICTION OF ORGANIZATION

2g. ORGANIZATIONAL ID #, if any

☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME Cheyne Special Situations Fund LP

OR

3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

Stornoway House, 13 Cleveland Row

CITY

London

STATE

POSTAL CODE

SW1A 1DH

COUNTRY

UK

4. This FINANCING STATEMENT covers the following collateral:

All of the Collateral listed on Exhibit A attached hereto.

All applicable Florida Documentary Stamp Tax has been or will be paid.

5. ALTERNATIVE DESIGNATION (if applicable)	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOB	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. THIS FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)	7. CHECK TO REQUEST SEARCH REPORT (S) on Debtor(s) (optional)			All Debtors	Debtor 1	Debtor 2
8. OPTIONAL FILER REFERENCE DATA						

698088

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/29/98)

**EXHIBIT A
TO
UCC-1 FINANCING STATEMENT**

DEBTOR: **Venali, Inc.**
One Alhambra Plaza, Suite 800
Coral Gables, Florida 33134

**SECURED
PARTY:** **Cheyne Special Situations Fund LP**
c/o Cheyne Capital Management Limited
Stornoway House, 13 Cleveland Row
London SW1A 1DH

This Exhibit A is attached to and incorporated in a financing statement pertaining to (i) a certain Note and Warrant Purchase Agreement, dated as of November 7, 2005, between the Debtor and the Secured Party, (ii) a certain Security Agreement, dated as of November 7, 2005, between the Secured Party, on the one hand, and the Debtor, **VENALI UK LIMITED**, a limited private company organized under the laws of the United Kingdom, **Venali Europe GmbH.**, a limited liability company organized under the laws of the Federal Republic of Germany, **VENALI ASIA PTE. LTD.**, a limited private company organized under the laws of the Republic of Singapore, and **VL.NET TECHNOLOGIES INC.**, a corporation organized under the laws of Canada, on the other hand, and (iii) a certain Pledge Agreement, dated as of November 7, 2005, between the Debtor and the Secured Party.

The Debtor hereby grants to the Secured Party a security interest in and mortgage on and pledges and assigns to the Secured Party, its successors and assigns the following properties, assets and rights of the Debtor, wherever located, whether now owned or hereafter acquired or arising, and all proceeds and products thereof (all of the same being hereinafter called the "Collateral"):

1. Except with respect to the 65% limit provided in paragraph 2 hereof, all personal property and fixtures of every kind and nature, including without limitation all goods (including without limitation inventory, equipment and any accessions thereto), instruments (including without limitation promissory notes), documents, accounts (including without limitation health-care-insurance receivables), chattel paper (whether tangible or electronic), deposit accounts, letter-of-credit rights (whether or not the letter of credit is evidenced by a writing), money, tort claims, securities and all other investment property, supporting obligations, any other contract rights or rights to the payment of money, insurance claims and proceeds, and general intangibles (including without limitation all Intellectual Property, insurance policies and payment intangibles) and all proceeds of the foregoing of any kind and all proceeds of proceeds; and

2. (a) all right, title and interest of the Debtor as a holder (whether now or in the future) in (i) shares or other equity interests in any corporations, companies or

limited liability companies, or any warrants to purchase or depository shares or other rights in respect of any such interests, and (ii) all shares of stock, certificates, instruments or other documents evidencing or representing the same; (b) all right, title and interest of the Debtor in and to all present and future payments, proceeds, dividends, distributions, instruments, compensation, property, assets, interests and rights in connection with or related to the collateral listed in clause 2 hereof, and all monies due or to become due and payable to the Debtor in connection with or related to such collateral or otherwise paid, issued or distributed from time to time in respect of or in exchange therefor, and any certificate, instrument or other document evidencing or representing the same (including, without limitation, all proceeds of dissolution or liquidation); and (c) all proceeds of all of the foregoing, of every kind, and all proceeds of such proceeds, except that no more than 65% (measured by a total combined voting power) of any of Debtor's subsidiaries that are a controlled foreign corporation shall secure the obligations of the Debtor hereunder.

As used herein, the following capitalized terms shall have the following meanings:

"Copyright License" shall mean any written agreement, now or hereafter in effect, granting any right to a third party under any Copyright now or hereafter owned by the Debtor or that the Debtor otherwise has the right to license, or granting any right to the Debtor under any Copyright now or hereafter owned by any third party, and all rights of the Debtor under any such agreement.

"Copyrights" shall mean all of the following now owned or hereafter acquired by the Debtor: (a) all copyright rights in any work subject to the copyright laws of the United States or any other country, whether as author, assignee, transferee or otherwise, and (b) all registrations and applications for registration of any such copyright in the United States or any other country and all extensions and renewals thereof.

"Debtor" shall mean Venali, Inc., a corporation duly organized under the laws of the State of Florida.

"Intellectual Property" shall mean all intellectual and similar property of the Debtor of every kind and nature now owned or hereafter acquired by the Debtor, including inventions, designs, Patents, Patent Licenses, Trademarks, Trademark Licenses, Copyrights, Copyright Licenses, trade secrets, confidential or proprietary technical and business information, know-how, show-how or other data or information, software and databases and all embodiments or fixations thereof and related documentation, registrations and franchises, licenses for any of the foregoing and all license rights, and all additions, improvements and accessions to, and books and records describing or used in connection with, any of the foregoing.

"Patent License" shall mean any written agreement, now or hereafter in effect, granting to any third party any right to make, use or sell any invention on which a Patent, now or hereafter owned by the Debtor or that the Debtor otherwise has the right to license, is in existence, or granting to the Debtor any right to make, use or sell any invention on which a Patent, now or hereafter owned by any third party, is in existence, and all rights of the Debtor under any such agreement.

"Patents" shall mean all of the following now owned or hereafter acquired by the Debtor: (a) all letters patent of the United States or any other country, all registrations and recordings thereof, and all pending applications for letters patent of the United States or any other country, including registrations, recordings and applications in the PTO or in any similar office or agency of the United States, any state or territory thereof, or any other country, and (b) all reissues, continuations, divisions, continuations in part, renewals or extensions thereof and the inventions disclosed or claimed therein, including the right to make, use and/or sell inventions disclosed or claimed therein.

"PTO" shall mean the United States Patent and Trademark Office.

"Secured Party" shall mean Cheyne Special Situations Fund LP.

"Trademark License" shall mean any written agreement, now or hereafter in effect, granting to any third party any right to use any Trademark now or hereafter owned by the Debtor or that the Debtor otherwise has the right to license, or granting to the Debtor any right to use any Trademark now or hereafter owned by any third party, and all rights of the Debtor under any such agreement.

"Trademarks" shall mean all of the following now owned or hereafter acquired by the Debtor: (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the PTO, any state of the United States or any similar offices in any other country or any political subdivision thereof, and all extensions or renewals thereof, (b) all goodwill associated therewith or symbolized thereby and (c) all other assets, rights and interests that uniquely reflect or embody such goodwill.