PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

| SUBMISSION TYPE: | NEW ASSIGNMENT |
|-----------------------|----------------|
| NATURE OF CONVEYANCE: | ASSIGNMENT |

CONVEYING PARTY DATA

| Name | Execution Date |
|----------------------|----------------|
| Karthik RAMAKRISHNAN | 10/11/2006 |
| lan Gordon COLLETT | 10/20/2005 |
| Rubens RAHIM | 10/20/2005 |

RECEIVING PARTY DATA

| Name: | REDKNEE INC. | |
|-------------------|-------------------|--|
| Street Address: | 1300 Yonge Street | |
| Internal Address: | Suite 500 | |
| City: | Toronto | |
| State/Country: | CANADA | |
| Postal Code: | M4T 1X3 | |

PROPERTY NUMBERS Total: 1

| Property Type | Number | |
|---------------------|----------|--|
| Application Number: | 12623806 | |

CORRESPONDENCE DATA

Fax Number: (416)920-1350

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 4169208170

Email: currier@perry-currier.com

Correspondent Name: T. Andrew Currier

Address Line 1: PERRY + CURRIER INC.
Address Line 2: 1300 Yonge Street, Suite 500
Address Line 4: Toronto, CANADA M4T 1X3

ATTORNEY DOCKET NUMBER: P1689US02

NAME OF SUBMITTER: T. Andrew Currier

Total Attachments: 5

PATENT REEL: 025759 FRAME: 0588 OP \$40,00 12623806

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PATENT REEL: 025759 FRAME: 0589

ASSIGNMENT (CONFIRMATORY)

FROM

RAMAKRISHNAN, Karthik, COLLETT, Ian Gordon and RAHIM, Rubens

ΤO

REDKNEE INC.

1. **DEFINITIONS**

- (a) "Assignors" means:
 - (i) RAMAKRISHNAN, Karthik, an individual having an address of 2129 Marc Lane, Burlington, Ontario, L7M 3P7, Canada.
 - (ii) ✓ COLLETT, Ian Gordon, an individual having an address of Erich-Kastner Str. 7, Munchen 80796, Germany.
 - (iii) RAHIM, Rubens, an individual having an address of 47 Bethune Way, Markham, Ontario, L3S 4A5, Canada.
- (b) "Assignee" means REDKNEE INC. having a place of business at 2560 Matheson Blvd. East, Suite 500, Mississauga, Ontario, L4W 4Y9, Canada, including its successors and assigns.
- (c) "Invention" means an invention made by the Assignors and entitled, "Method for implementing an internet protocol (IP) charging and rating middleware platform and gateway system" and filed in the United States on January 23, 2003 as U.S. Patent Application No. 10/348,972.
- (d) "Rights to the Invention" means, without limitation, all rights, titles, interests and claims of any nature in and to:
 - (i) the Invention for Canada, the United States of America and all other foreign jurisdictions;
 - (ii) all Patent Applications for the Invention for Canada, the United States of America and all other foreign jurisdictions ("Patent Applications");
 - (iii) all Letters Patent that may be obtained for the Patent Applications ("Issued Patents");

5825446.1 33743-2015

PATENT REEL: 025759 FRAME: 0590 (iv) all continuations, continuations-in-part, re-examinations, reissues, requests for continued examination (RCE) and divisions of the Patent Applications and/or Issued Patents; and,

(v) the right to claim priority under International Convention and/or Treaties for the Patent Applications and/or Issued Patents.

2. BACKGROUND

- (a) The Assignee wishes to acquire the Rights to the Invention from the Assignors.
- (b) Each of the parties agrees to be bound by the provisions of this Assignment.

3. THE INVENTION

- (a) In addition to other good and valuable consideration, Assignee paid in hand the sum of one dollar (\$1.00) to the Assignors for the Rights to the Invention.
- (b) The Assignors hereby acknowledge the receipt and sufficiency of the consideration received from the Assignee.
- (c) The Assignors hereby confirm that the Assignors have sold, assigned and transferred to the Assignee the Assignors' Rights to the Invention and/or, to the extent the Assignors have not already done so, the Assignors do hereby sell, assign and transfer to the Assignee, its successors and assigns, the Assignors' Rights to the Invention.
- (d) The Assignors hereby authorize and request the Commissioner of Patents for Canada to issue Canadian Letters Patent for the Invention to the Assignee, for Assignee's sole use and benefit, to the full end of the term for which Canadian Letters Patent may be granted, as fully and entirely as the same would have been held by the Assignors had this Assignment not been made.
- (e) Assignors hereby authorize and request the Commissioner of Patents (or the equivalent) for such other jurisdictions where Assignee files applications for the invention, to issue Letters Patent in that jurisdiction for the Invention to the Assignee, for the Assignee's sole use and benefit, 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 the Assignors had this Assignment not been made.
- (f) Assignors hereby undertake without liability at any time upon request to do everything legally possible to assist the Assignee in the filing and prosecution of any patent application relating to the Invention in any jurisdiction, to sign such documents and do such things as may be required

5825446.1 33743-2015

PATENT REEL: 025759 FRAME: 0591 to give effective legal and registered title of the Assignee to the Invention in any jurisdiction, all without further consideration but at the expense of the Assignee.

4. APPLICABLE LAW AND INTERPRETATION

- (a) This Assignment is governed and is to be construed and enforced in accordance with the internal laws of the Province of Ontario.
- (b) The invalidity or unenforceability of any provision of this Assignment will not affect the validity or enforceability of any other provision and the Assignment will be construed as if such invalid provision were omitted.
- (c) The parties agree that there are no representations, warranties, collateral Assignments or conditions affecting this Assignment other than as expressed in this Assignment.
- (d) The provisions of this Assignment are for the benefit of and are binding on the parties and their respective heirs, executors, administrators and assigns.

| STAT | EMENT | BY | WIT | NESS |
|------|-------|----|-----|------|
| | | | | |

Signed in the presence of:

DIVYA BALAKRISHMAN
Having a Full Postal Address of:

A OMT 2103 ALSAHAB I

DOBAL MARINA, DUBAL U.A.E

I hereby declare that I was personally present and did see RAMAKRISHNAN, Karthik who is personally known to me to be the person named in the assignment herein, duly sign and execute the same.

Witness Signature:

SIGNATURE OF RAMAKRISHNAN, Karthik

RAMAKRISHNAN, Karthik

11 October 2006

Date of Execution

REEL: 025759 FRAME: 0592

STATEMENT BY WITNESS

SIGNATURE OF COLLETT, Ian Gordon

| Signed in the presence of: | | | |
|---|----------------------------|--|--|
| LARRY BONSATO | Z W | | |
| Having a Full Postal Address of: | COLLETT, Ian Gordon | | |
| 622 DEER RUN DRIVE | | | |
| 622 DEEL RUN DRIVE WATERLOO ON HZK3H6 | OCT 20/2005 | | |
| I hereby declare that I was personally present and did see COLLETT, Ian Gordon who is personally known to me to be the person named in the assignment herein, duly sign and execute the same. | Date of Execution | | |
| Witness Signature: | | | |
| | | | |
| STATEMENT BY WITNESS | SIGNATURE OF PAHIM Rubons | | |
| Signed in the presence of: | SIGNATURE OF RAHIM, Rubens | | |
| LARRY BORSATIO | h/// | | |
| Having a Full Postal Address of: | RAMIM, Rubens | | |
| 622 DEER RUN DRIVE | | | |
| 622 DEER RUN DRIVE WATERLOO, ON NZK346 | 2005-10-20 | | |
| I hereby declare that I was personally present and did see RAHIM, Rubens who is personally known to me to be the person named in the assignment herein, duly sign and execute the same. | Date of Execution | | |
| Witness Signature: | | | |
| | | | |

STATEMENT BY WITNESS

Signed in the presence of:

Having a Full Postal Address of:

622 DEEL RUN DAVE

Witness Signature

SIGNATURE ON BEHALF OF REDKNEE INC.

BOHDAN ZABAWSK75
(Name, Printed)

I have authority to bind Redknee Inc. I hereby accept the Invention on behalf of Redknee Inc.

(Signature)

Oct. 76 2005

Date of Execution