PATENT ASSIGNMENT

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ATTORNEY DOCKET	NUMBER:	070-004	PATENT		
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Property Type		Number			
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Michael L. Giniger			09/12/2011		
Warren S. Hilton			09/12/2011		
		Name	Execution Date		
CONVEYING PARTY	DATA				
NATURE OF CONVEYANCE:		ASSIGNMENT			
SUBMISSION TYPE:					

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Patent Assignment

This patent assignment ("<u>Assignment</u>") is entered into as of September 12, 2011 by and between Warren S. Hilton, an individual, with principal address at 54 Kaileys Way, Groton, MA, 01450 and Michael L. Giniger, an individual, with principal address at 117 Hartwell Rd, Carlisle, MA 01741 (each an "<u>Assignor</u>" and together, the "<u>Assignors</u>"), and Fieldpoint Networks, Incorporated, a corporation, with principal place of business at 54 Kaileys Way, Groton, MA, 01450 ("<u>Assignee</u>").

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, to ensure that the assignment executed September 15, 2004, and recorded at the U.S. Patent and Trademark Office on September 20, 2004 at reel/frame 015147/0368, June 25, 2008 at reel/frame 21145/0993, and on October 1, 2008 at reel/frame 021615/0368 is confirmed and completed, each Assignor hereby:

- (A) irrevocably assigns to Assignee:
 - (1) the entire right, title, and interest, everywhere in the world, to
 - (a) the issued patents and pending patent applications set forth on Schedule 1,

(b) any patent applications and/or patents that may claim priority of the items in (a) (including but not limited to continuations, divisions, substitutes, reissues, reexaminations, or extensions thereof, together with all priority rights and foreign counterpart applications under any existing or future international patent conventions, agreements, or treaties),

(c) any patent that may be granted on any patent application in (a) or (b), and

(d) any other rights in the inventions described in any of (a), (b) or (c) including rights to future patent applications and all rights of cooperation assigned or granted by a third party;

(all of the foregoing in (1), collectively, the "Assigned Patents");

(2) the right to sue third parties for infringement (including but not limited to past, present and future infringement, damages and injunctive relief) of any of the Assigned Patents based on activities occurring prior to the execution date hereof or hereafter;

(3) any current or future right to receive royalties based on any of the foregoing in (1) or (2);

and

- (4) the abandoned patent application(s) set forth on Schedule 1 (if any); and
- (B) agrees upon request (and at the expense) of Assignee to, and if Assignor is unable or unwilling to do so authorizes Assignee to act in Assignor's name to: execute all oaths, assignments, powers, and any other papers necessary to perform Assignor's obligations hereunder, testify in any proceeding, and otherwise take any action, and fully cooperate with Assignee to perform Assignor's obligations hereunder, in each case, related to securing and enforcing Assignee's rights related to this Assignment.

The terms and conditions of this Assignment will inure to the benefit of Assignee, its successors, assigns, and other legal representatives and will be binding upon Assignor, its successors, assigns, and other legal representatives.

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While PATENT REEL: 026892 FRAME: 0159

Assignor:

By:	Wind the
Name:_	Warren S. Hilton
Date:	9/12/2011

Notary Seal:

K. Heathcock *6492632632535355⁵⁴⁵⁵-54686 BAN N.

Notary Seal:

Naturo. UL. MA



Assignor:

M By: Giniger-¥٧ Name: 8.2 91 1 2011 Date:

SCHEDULE 1

PATENTS AND PATENT APPLICATIONS

Patent No.	Issue Date	Application Serial No.	Filing Date	Title	
6,751,729	06/15/2004	09/359570	07/22/1999	Automated Operation and Security System for Virtual Private Networks	
7,440,452	10/21/2008	10/835060	04/30/2004	Automated Operation and Security System for Virtual Private Networks	

Patent Applications

Application Serial No.	Filing Date	Title/Description	Status
12/206,263	09/08/2008	Automated Operation and Security System for Virtual Private Networks	Pending
60/094,125	07/24/1998	Automated Operation and Security System for Virtual Private Networks	Expired

PATENT	WY
REEL: 026892 FRAME:	0161

RECORDED: 09/13/2011