

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ComAbility Ltd.	01/04/2012
RECEIVING PARTY DATA	
Name:	Ruckus Wireless, Inc.
Street Address:	880 West Maude Avenue
Internal Address:	Suite 101
City:	Sunnyvale
State/Country:	CALIFORNIA
Postal Code:	94085
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	12679613
Application Number:	61249373
Application Number:	61414533
CORRESPONDENCE DATA	
Fax Number:	(650)352-0699
Phone:	650-352-0500
Email:	ptoipinbox@reedsmith.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Reed Smith LLP
Address Line 1:	P.O. Box 488
Address Line 4:	Pittsburgh, PENNSYLVANIA 15230-0488
ATTORNEY DOCKET NUMBER:	363158.00001
NAME OF SUBMITTER:	Jason Lee

OP \$120.00 12679613

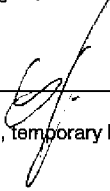
Total Attachments: 15

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APPROVAL OF ASSET PURCHASE PROPOSAL

I, Yoav Kfir, in my capacity as the temporary liquidator of ComAbility Ltd., with offices at 26 Givat Yeshayahu D.N. Ella Valley 99825, Israel ("ComAbility"), hereby confirm that the Asset Purchase Proposal that was submitted by Ruckus Wireless, Inc., with offices at 880 West Maude Avenue, Suite 101, Sunnyvale, CA. 94085, USA ("Ruckus") to me on 11 October 2011, a copy of which is attached here to as Schedule 1, was approved by the Israeli District Court, Central Region, in its decision dated 2 November 2011, and is a legally binding court-sanctioned agreement.

By:



Yoav Kfir, temporary liquidator of ComAbility Ltd.

Date: 4 January 2012

Schedule 1
Asset Purchase Proposal

Offeror's Name: Ruckus Wireless, Inc.
Company/ID/Passport no: Foreign Company
Address: 880 West Maude Avenue, Suite 101, Sunnyvale, CA. 94085, USA
Telephone nos.: +1 (650) 265-4200
Mobile phone: N/A
Fax: +1 (408) 738-2065
Contact name: David Chertok, Adv.
Meitar Liquornik Geva & Leshem Brandwein
16 Abba Hillel Rd. Ramat Gan 52506, Israel
Phone: +972 3 610 3100 Fax: 972 3 610 3111 email:
dchertok@meitar.com

Date: 11 October 2011

Mr. Yoav Kfir, Accountant

In his capacity as temporary liquidator of ComAbility Ltd. (in temporary liquidation), 26 Givat Yeshayahu D.N. Ella Valley 99825

Dear Sir,

Re: Asset Purchase Proposal ("Asset Purchase Agreement" or "offer" or "proposal")

Background: This offer is made in response to an approach that you made directly to us to purchase the Assets (defined below), and follows our previous decision not to offer to purchase the Assets or to respond to the general tender for offers that you issued to the public in August 2011.

1. We, the undersigned Ruckus Wireless, Inc., having its main office at 880 West Maude Avenue, Suite 101, Sunnyvale, CA. 94085, USA, hereby submit an irrevocable offer to purchase from ComAbility Ltd. (in liquidation) (hereafter: the "**Company**") the assets detailed below (AS IS, WHERE IS) (hereafter: the "**Assets**"):
 - 1.1. All of the Company's rights, title and interests in and to the *intellectual property* set forth in **Appendix A** to this proposal, including without limitation, as contained on disks and servers located at the offices or premises of Company and a data bank archive that is under your control (hereafter the "**Intellectual Property**"); and
 - 1.2. All of the Company's rights, title and interests in and to *Patents and Applications*, as set out in the list attached as **Appendix B** to this proposal ("**Patents**").
 - 1.3. All of the Company's rights, title and interests in and to the hardware and equipment of the Company, as set out in the list attached hereto as **Appendix C** to this proposal ("**Equipment**").
- 2.

Sections 2 to 22, Appendices C to F Redacted

Sections 2 to 22, Appendices C to F Redacted

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15A.

Sections 2 to 22, Appendices C to F Redacted

15B.

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17A.

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23. The appendices attached hereto are incorporated in, and made a part of, this proposal by reference. In the event of any inconsistency between the terms of this Asset Purchase Agreement and the terms of an appendix, the terms of this Asset Purchase Agreement shall prevail (except with respect to governing law and the venue for determining disputes).

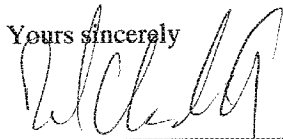
List of appendices:

- Appendix A: Intellectual Property;
Appendix B: Patents;

Appendix C: Equipment;
Appendix D: Additional Payments;
Appendix E: Software and Services Agreement; and
Appendix F: Waiver Letter.

24. Notwithstanding the provisions of any law, in no event will we be entitled to deduct or set-off any amount from the payments which we make or which we are required to pay under the terms of this offer and/or any agreement arising from this, except as permitted herein.
25. Sole and exclusive jurisdiction in the matter of this offer, anything arising from it or connected with it, including disagreements resulting from the interpretation, implementation, enforcement or breach of this offer, is granted to the District Court in Tel Aviv, Israel.
26. This offer and any agreement resulting from it are subject to the laws of the State of Israel.

Yours sincerely

 D.C.

Signature of Ruckus Wireless, Inc.

Signed by David Chertok, Adv. on behalf of Ruckus Wireless, Inc.

Appendix A
Intellectual Property

The Intellectual Property (which is provided "as is" and "where is") of the Company consists of the following:

- (a) the software product marketed under the name "neXus", "neXus Portal and Proxy Infrastructure", "Broadband Aggregation" or "Broadband Aggregation Software", in both source and object code form, and all modifications, derivative works, add-ons, updates and/or releases in connection thereto;
- (b) the trademarks "ComAbility" and "neXus" and the ComAbility logo;
- (c) all patents, trademarks, trade names, service marks, trade dress, copyrights and any renewal rights therefor, mask works, net lists, schematics, technology, manufacturing processes, supplier lists, trade secrets, confidential business and technical information, know-how, moral rights, computer software programs or applications (in both source and object code form), engineering, production and other designs, plans, drawings, engineering notebooks, industrial models, computer and electronic data, inventions (whether patentable or unpatentable and whether or not reduced to practice), and other intellectual property rights, in each case whether registered or unregistered, and including applications and registrations for any of the foregoing (set forth in this section (c)) owned by the Company, as well as all rights to sue for and remedies against past, present and future infringements of any or all of the foregoing and rights of priority and protection of interests therein under the laws of any jurisdiction worldwide ("**IP Rights**");
- (d) all goodwill associated with the Intellectual Property and the Company;
- (e) all software and firmware listings, and updated software source code, and complete system build software and instructions related to all software described herein owned by the Company;
- (f) all documents, brochures, white papers, records and files relating to design, end user documentation, manufacturing, quality control, sales, marketing or customer support for all intellectual property described herein owned by the Company;
- (g) all customer lists, contact details, and data;
- (h) the following domain names: comability.com, wifi-offload.com, and comability-networks.com, as well as any other domain names owned by or administered by the Company;
- (i) the Company's website; and
- (j) all other tangible or intangible proprietary information and materials owned by the Company

that are owned or held by or on behalf of Company or that are being, and/or have been, used, or are currently under development for use, in the business of Company as it has been, or is currently conducted.

Appendix B

Patents

The Patents and Applications of the Company consist of the following:

- (a) PCT Application No. PCT/IL2010/000816 "Computer network service providing system including self adjusting volume enforcement functionality". Ref: 2047155.
- (b) United States Patent Application No. 12/679,613 "Authentication, authorization and accounting services solution". Ref 2001774.
- (c) All other provisional patent applications, patent applications, patents, and/or related foreign patents and applications that are owned or held by or on behalf of Company or that are being, and/or have been, used, or are currently under development for use, in the business of Company as it has been, or is currently conducted.

Appendix C
Equipment

1.

Sections 2 to 22, Appendices C to F Redacted

2.

Appendix D
Additional Payments

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Sections 2 to 22, Appendices C to F Redacted

Appendix E
Software and Services Agreement

Appendix F
Waiver Letter