

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Array Telecom Corporation	09/27/2005
RECEIVING PARTY DATA	
Name:	Vertical Communications Acquisition Corp.
Street Address:	3979 Freedom Circle
Internal Address:	Suite 400
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12323345
CORRESPONDENCE DATA	
Fax Number:	(202)371-2540
Phone:	2023712600
Email:	sjen@skgf.com, jeisenbe@skgf.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:	Sterne, Kessler, Goldstein & Fox P.L.L.C
Address Line 1:	1100 New York Avenue, N.W.
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005
ATTORNEY DOCKET NUMBER:	3222.710STRO
NAME OF SUBMITTER:	Jason D. Eisenberg
Total Attachments: 5 source=E - Array to Vertical#page1.tif source=E - Array to Vertical#page2.tif source=E - Array to Vertical#page3.tif source=E - Array to Vertical#page4.tif source=E - Array to Vertical#page5.tif	

OP \$40.00 12323345

PATENT ASSIGNMENT

WHEREAS, Array Telecom Corporation ("Assignor"), is party to that certain Asset Purchase Agreement executed and effective as of the 27th day of September, 2005, between Assignor and Vertical Communications Acquisition Corp., a Delaware corporation ("Assignee"), pursuant to which Assignor agrees to sell, convey, assign, and transfer to Assignee substantially all the assets and properties of Assignor;

WHEREAS, Assignor is the owner of the patents (the "Patents") and has submitted applications for registration for the patents (the "Patent Applications"), in each case listed on the attached Schedule A, which is incorporated herein by reference; and

WHEREAS, Assignor is also the owner of all rights, titles and interests throughout the world in, under and to the inventions claimed by the Patents and Patent Applications and any governmental filings, licenses and grants relating thereto ("Patent Rights");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, Assignor hereby irrevocably sells, transfers, conveys, assigns and delivers to Assignee all of Assignor's right, title and interest in, under and to the Patents, Patent Applications and the Patent Rights throughout the world, and all letters patent of the United States and other foreign countries which have or may be granted therefore, any and all reissues, re-examinations, divisions, continuations, renewals, extensions and continuations-in-part thereof and any and all other forms of industrial property protection, the same to be held and enjoyed by Assignee for its own use and on its own behalf, and for the use and on behalf of its successors, assigns, or other legal representatives, to the end of the term or terms for which any letters patent are or may be granted or reissued, including any and all rights Assignor may have to sue or otherwise maintain a cause of action for the infringement or misappropriation of same prior to the date hereof.

Assignor authorizes and empowers Assignee or its nominees to invoke and claim for the Patents, Patent Applications and the Patent Rights any and all other form of protection, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, and to invoke and claim such right of priority without further written or oral authorization from Assignor.

~~Assignor hereby consents that a copy of this assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in the United States or any foreign country for any purpose, and more particularly but without limitation in proof of the right of said Assignee or its nominees to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.~~

Assignor hereby authorizes the respective officials whose duty it is to issue patent rights or other forms of industrial property protection to issue to or as requested by Assignee, in accordance with the terms of this Assignment, the Patents, Patent Applications and Patent

Rights, and to issue any and all letters patent and Patent Rights resulting from the Patents, Patent Applications and Patent Rights and from any and all reissues, re-examinations, divisions, continuations, renewals, extensions and continuations-in-part thereof, such that all letters patent and other Patent Rights resulting from the Patents, Patent Applications and Patent Rights, and any worldly rights not expressly referenced herein on the inventions, vest in and accrue to Assignee.

Assignor hereby represents and warrants that it has the full right and power to convey the entire rights, titles and interests herein assigned and that it has not executed and will not execute any agreement in conflict herewith.

At the request of Assignee, Assignor agrees to execute and deliver all documents, papers, instruments and assignments, and to perform any other reasonable acts Assignee may require, in order to vest in Assignee all of Assignor's right, title, and interest in and to the Patents, Patent Applications and the Patent Rights, and to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in the possession or control of Assignor.

Assignor hereby irrevocably makes, constitutes and appoints Assignee, and authorizes and empowers Assignee to make, constitute and appoint any officer or agent of Assignee as Assignee may select in its exclusive discretion, as Assignor's true and lawful attorney-in-fact, with full power of substitution and with the absolute power and authority to take any and all action and to execute thereafter any and all applications, documents, papers, filings and instruments which Assignee deems necessary or desirable to accomplish the purposes of this Assignment. Assignor hereby ratifies and confirms all that such attorney shall lawfully do or cause to be done by virtue hereof.

*(Signature pages follow)*

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date set forth above.

ASSIGNOR

Array Telecom Corporation

By: [Signature]  
Name: NEIL LICHTMAN  
Title: CHIEF EXECUTIVE OFFICER

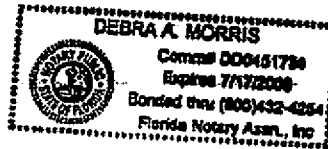
STATE OF Florida §  
COUNTY OF Sarasota §

I, the undersigned Notary Public, do hereby attest that before me on this day personally appeared Neil Lichtman, known to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND and seal of office this 27<sup>th</sup> day of September, 2005.

[Signature]  
Notary Public in and for the State of Florida  
My Commission Expires: 7/17/09

(Seal)



ACKNOWLEDGED AND ACCEPTED this Assignment from Assignor as of the date set forth above.

ASSIGNEE

Vertical Communications Acquisition Corp., a Delaware corporation

By: [Signature]  
Name: Duncan G. Perry  
Title: Treasurer

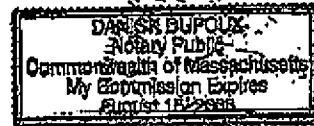
STATE OF Massachusetts §  
COUNTY OF Worcester §

I, the undersigned Notary Public, do hereby attest that before me on this day personally appeared Duncan Perry known to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND and seal of office this 27<sup>th</sup> day of September, 2005.

[Signature]  
Notary Public in and for the State of Massachusetts  
My Commission Expires: \_\_\_\_\_

(Seal)



**SCHEDULE A**

<b>Patent Title</b>	<b>Patent #</b>	<b>Issue Date</b>
System, Method, and Computer Program Product for Managing a Carrier Exchange Network	6,480,898	November 12, 2002
System, Method and Computer Program Product for Diagnostic Supervision of Internet Connections	6,553,515	April 22, 2003
Method, System and Computer Program Product for Managing Jitter	6,665,317	December 16, 2003
Method, System, and Computer Program Product for Providing Voice Over the Internet Communication	6,760,324	July 6, 2004
Method, System, and Computer Program Product for Route Quality Checking	6,816,464	November 9, 2004