

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
GO NETWORKS, INC.	02/24/2009
RECEIVING PARTY DATA	
Name:	GO NET SYSTEMS LTD.
Street Address:	34 HABARZEL STREET
City:	TEL AVIV
State/Country:	ISRAEL
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12407084
CORRESPONDENCE DATA	
Fax Number:	(121)249-0328
Email:	office@propats.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:	PROFESSIONAL PATENT SOLUTIONS
Address Line 1:	P.O.B. 654
Address Line 4:	Herzeliya Pituach, ISRAEL 46105
ATTORNEY DOCKET NUMBER:	GNT-PU-016-US2
NAME OF SUBMITTER:	Vladimir Sherman
Total Attachments: 6 source=GNT-PU-016-US2-Assignment2#page1.tif source=GNT-PU-016-US2-Assignment2#page2.tif source=GNT-PU-016-US2-Assignment2#page3.tif source=GNT-PU-016-US2-Assignment2#page4.tif source=GNT-PU-016-US2-Assignment2#page5.tif source=GNT-PU-016-US2-Assignment2#page6.tif	

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ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

This Assignment of Intellectual Property Rights (this "IP Assignment") is entered into as of February 24, 2009 by and between Go Networks, Inc., a Delaware corporation ("Assignor"), and Go Net Systems Ltd., an Israeli Company ("Assignee").

RECITALS

- A. Assignor has an ownership interest in all, of the inventions, patent applications and patents therefor (collectively, "Patents") specified in Schedule 1 attached hereto, except for any such rights which maybe vested with Go Networks Ltd.;
- B. Assignor has an ownership interest in certain source code related to certain technology being transferred to Assignee pursuant to a separate Asset Purchase Agreement, except for any such rights which maybe vested with Go Networks Ltd.;
- C. Assignee is acquiring the entire business or portion thereof to which the Patents and the source code pertain;
- D. Assignee is desirous of acquiring the entire and exclusive right, title and interest in and to the Patents and the source code; and
- E. Assignor is willing to assign to Assignee all of Assignor's rights, title and interest in and to the Patents and the source code.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Assignment.** Assignor hereby assigns, transfers and conveys to Assignee, and Assignee hereby accepts, any and all of Assignor's right, title and interest throughout the world in and to the Patents, the underlying inventions described therein and all existing and future design modifications and improvements thereon, and any and all Letters Patent whether U.S. or foreign that are or may be granted therefrom including without limitation any extensions, continuations, continuations-in-part, divisions, reissues, reexaminations, and renewals thereof, or other equivalents thereof, and further, all rights and privileges pertaining to the Patents and any and all Letters Patent whether U.S. or foreign that are or may be granted therefrom including, without limitation, the right, if any, to sue or bring other actions for past, present and future infringement thereof. Assignor also hereby assigns, transfers and conveys to Assignee, and Assignee hereby accepts, any and all of Assignor's right, title and interest throughout the world in and to the source code, the underlying inventions described therein and all existing and future design modifications and improvements thereon.

2. **Further Patent Prosecution.** Assignor further assigns to and empowers Assignee, its successors, assigns or nominees, all rights to make applications for patents or other forms of protection for said inventions, design modifications and improvements and to prosecute

such applications as well as to claim and receive 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 the right to invoke and claim such right of priority without further written or oral authorization. [we have retained our own IP counsel and feel uncomfortable to have to pay yours]

3. **Assignor's Covenant.** In the event that Assignee is unable for any reason whatsoever to secure Assignor's signature to any document that Assignee is entitled to under the preceding paragraph, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents, as his agents and attorneys-in-fact to act for and on Assignee's behalf and instead of Assignee, to execute and file any such document and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignee.

4. **Assignor's Representation.** Assignor hereby represents and warrants that no third parties, such as the Assignor's parent company nor any of its creditors have any right to use or sell the IP or the know-how of the Assignor, nor is Assignor aware that any such third parties have an established right to royalty related to the IP or the know-how of the Assignor.

5. **Governing Law.** This Intellectual Property Assignment shall in all respects be construed in accordance with and governed by the laws of the State of California [to be consistent with your request] without giving effect to its conflict-of-laws principles.

6. **Successors and Assigns.** This Intellectual Property Assignment shall be binding on, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

7. **Authority.** Each party represents that it has taken all necessary action to authorize the execution and delivery of this Intellectual Property Assignment.

8. **Counterparts.** This Intellectual Property Assignment may be executed in separate counterparts and by facsimile, each of which when so executed and delivered will be deemed an original, but all of which taken together shall constitute one and the same instrument.

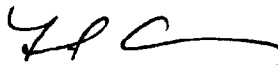
9. **Further Assurances.** From time to time, as and when requested by any party hereto, the other party shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions as such requesting party may reasonably deem necessary or desirable to consummate the transactions contemplated by this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment as of the day and year first written above.

Go Networks, INC.,
a Delaware corporation

Go Net Systems Ltd., an Israeli Company

By: 
Name Frank Carson
Title

By: _____
Name
Title

[SIGNATURE PAGE TO PATENT ASSIGNMENT]

SCHEDULE 1

Patents

Go Ref. #	Title	Inventor(s)	U.S. Serial #	Filing Date	Pub#/Patent#
Go-01	Highly isolated circular polarized antenna	George Lazar	11/128,208	5/13/2005	20060256013 11/16/06
Go-02	Method and device for adjacent channels operation	Yaron Fein, Ronen Akerman, George Lazar	11/128,263	5/13/2005	20060258315 11/16/06
Go-03	Method and corresponding device for joint signal detection and direction of arrival estimation	Amir Adler, Aviv Salamon, Moshe Salhov	11/148,292	6/9/2005	20060279462 12/14/06 7,414,580 08/19/08
Go-04	Method and corresponding device for improved bandwidth utilization	Yaron Menahem Peleg	11/436,565	5/19/2006	20060262766 11/23/06
Go-05	Method and corresponding device for packets classification	Yaron Menahem Peleg, Rann Glaser, Tal Muskal	11/436,579	5/19/2006	20060262789 11/23/06
Go-06	Method and corresponding system for load balancing	Yaron Menahem Peleg, Gadi Shimon Perets	11/436,558	5/19/2006	20060262763 11/23/06

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Go-07	Method and corresponding device for maximum number of sessions restriction	Yaron Menahem Peleg, Shani Dichter	11/436,562	5/19/2006	20060262765 11/23/06
Go-08	Method for problematic user detection	Yaron Menahem Peleg, Gadi Shimon Perets	11/436,561	5/19/2006	20060262764 11/23/06
Go-09	Method and corresponding system for spectrum management	Yaron Menahem Peleg, Gadi Shimon Perets, Yaron Fein	11/436,566	5/19/2006	20060262767 11/23/06
Go-10	Hybrid point to multipoint communication system	Gal Zuckerman, Oz Leave, Roy Kinamon	11/602,969	11/22/2006	20070121744 05/31/07
Go-11	Ubiquitous coverage OFDM hybrid system	Gal Zuckerman, Oz Leave, Roy Kinamon	11/602,967	11/22/2006	20070121743 05/31/07
Go-12	hybrid system having multiple downlink channels and a single uplink channel	Gal Zuckerman, Oz Leave, Roy Kinamon	11/603,178	11/22/2006	20070121573 05/31/07
Go-13	Filtering process for enhancing OFDMA uplink reception sensitivity	Gal Zuckerman, Oz Leave, Roy Kinamon	11/603,177	11/22/2006	20070121745 05/31/07
Go-14	Simultaneous simulcast and single cast hybrid multi-tone communication system	Gal Zuckerman, Oz Leave, Roy Kinamon	11/603,080	11/22/2006	20070121546 05/31/07

Schedule A

Go-15	Dynamic threshold detector	Moshe Salhov, Aviv Salamon	11/946,062	11/28/2007	
Go-16	Performance of a wireless communication system	Yaron Fein, Yaron Peleg	10/985,837	11/9/2004	20050141545 06/30/05

Schedule A