

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	LICENSE												
CONVEYING PARTY DATA													
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Elbrus International Limited</td> <td>01/28/2011</td> </tr> </tbody> </table>		Name	Execution Date	Elbrus International Limited	01/28/2011								
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Elbrus International Limited	01/28/2011												
RECEIVING PARTY DATA													
<table border="1"> <tr> <td>Name:</td> <td>Cascades Computer Innovation LLC</td> </tr> <tr> <td>Street Address:</td> <td>500 Skokie Blvd.</td> </tr> <tr> <td>Internal Address:</td> <td>Suite 350</td> </tr> <tr> <td>City:</td> <td>Northbrook</td> </tr> <tr> <td>State/Country:</td> <td>ILLINOIS</td> </tr> <tr> <td>Postal Code:</td> <td>60062</td> </tr> </table>		Name:	Cascades Computer Innovation LLC	Street Address:	500 Skokie Blvd.	Internal Address:	Suite 350	City:	Northbrook	State/Country:	ILLINOIS	Postal Code:	60062
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Street Address:	500 Skokie Blvd.												
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PROPERTY NUMBERS Total: 1													
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Patent Number:</td> <td>6366130</td> </tr> </tbody> </table>		Property Type	Number	Patent Number:	6366130								
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Patent Number:	6366130												
CORRESPONDENCE DATA													
Fax Number:	(630)428-0104												
Phone:	708 528-9092												
Email:	patentlawyer@ieee.org												
<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:	Clifford H. Kraft												
Address Line 1:	320 Robin Hill Dr.												
Address Line 4:	Naperville, ILLINOIS 60540												
NAME OF SUBMITTER:	Clifford H. Kraft												
<p>Total Attachments: 11 source=redacted_license#page1.tif source=redacted_license#page2.tif source=redacted_license#page3.tif source=redacted_license#page4.tif source=redacted_license#page5.tif</p>													

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EXCLUSIVE LICENSE AGREEMENT

This Exclusive License Agreement (the "Agreement") is entered into by and among CASCADES COMPUTER INNOVATION LLC ("Licensee"), a limited liability company organized under the laws of Illinois and having a principal place of business at 500 Skokie Boulevard, Suite 350, Northbrook, Illinois,

and

ELBRUS INTERNATIONAL LIMITED, a company organized under the laws of the Cayman Islands and having a principal place of business at c/o Elbrus Services, Inc. (ZAO MCST), 35 Nizhnyaya Krasnoselskaya Street, building 50, Moscow, Russia, Attention: Alexander Kim, and ELBRUS SVAROG L.P., a limited partnership organized under the laws of the Cayman Islands and having a principal place of business at c/o Maples Corporate Services Limited, P.O. Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands, Attention: General Partner. (ELBRUS INTERNATIONAL LIMITED and ELBRUS SVAROG L.P. are collectively referred to herein as "Licensor.")

Licensor and Licensee are each referred to herein as a "Party" or collectively as the "Parties." The effective date of this Agreement shall be the date on which the last Party executes this Agreement below (the "Effective Date").

BACKGROUND

- (A) Elbrus International Limited is the sole and exclusive owner of each of the U.S. Patents identified in Schedule 1 attached hereto and incorporated herein by this reference and all related patent applications, and all continuations, continuations in part, divisions, extensions, renewals, reissues and re-examinations relating to all inventions thereof, and all corresponding foreign patents and foreign patent applications, (each, a "Patent" and, collectively, the "Patents");
- (B) Elbrus International Limited is willing to grant worldwide exclusive license rights in the Patents to Licensee and Licensee in turn, is willing to attempt to commercialize the Patents;
- (C) Elbrus International Limited and Elbrus Svarog L.P. are parties to a certain Exclusive License Agreement dated January __, 2009 (the "Former Agreement") covering certain of the Patents and, immediately preceding the execution of this Agreement, have entered into an agreement terminating the Former Agreement and all rights and obligations thereunder (the "Termination Agreement"). Elbrus Svarog L.P. has joined as a Party to this Agreement to ensure that all rights to license and enforce the Patents are conveyed to Licensee hereunder.

In consideration of the promises and mutual covenants contained herein and for other good and valuable consideration, the Parties hereto agree as follows:

1 GRANT OF LICENSE

- 1.1. Subject to the terms and conditions of this Agreement, Licensor grants to Licensee, and Licensee accepts, the worldwide, exclusive right and license under the Patents to exclude others from making, having made, using, importing, offering to sell or selling products, methods, or services covered by the Patents, including the exclusive right to grant sublicenses (each, a "Sublicense"), to sue for and collect past, present and future damages and to seek and obtain injunctive or any other relief for infringement of the Patents and to otherwise enforce and/or commercialize the Patents. Notwithstanding anything to the contrary herein, the grant to Licensee of the exclusive right and license under the Patents herein shall be exclusive, even as to Licensor, and, except for the rights granted under the Existing Licenses (defined below), shall be exclusive with respect to any and all persons or entities throughout the world. Licensee shall have the sole and exclusive right under the Patents to communicate, negotiate and enter into binding agreements with respect to any and all matters relating to the Patents, including without limitation any and all infringement claims, direct and indirect offers for licensing of the Patents and any sales of products and services, in whole or in part, covered by the Patents; provided, however, Licensee acknowledges and agrees that Licensor has granted certain licenses to third parties which are identified in Schedule 2 hereto (the "Existing Licenses") and that the license rights granted to Licensee hereunder are qualified by the rights granted to the licensees under the Existing Licenses. In this respect, Licensee acknowledges and agrees that all Patents that are or become subject to this Agreement may be included into the Agreement dated December 30, 2000, between Elbrus International Limited and ZAO MCST, set forth in Schedule 2 hereof. Licensor expressly retains no rights to enforce or license the Patents, including without limitation, the right to sue for infringement of the Patents, prior to any termination of this Agreement, and specifically grants Licensee all such rights prior to any termination. The exclusive right and license granted herein shall exist for the life of the Patents, except as otherwise provided in Section 6 below.
- 1.2. Licensee shall (i) keep Licensor reasonably informed as to the status of Licensee's licensing efforts and provide a copy of each Sublicense to Licensor, (ii) inform Licensor of any material events occurring with respect to each Sublicense and (iii) enforce the terms of any Sublicense against any breach by a sublicensee of a Sublicense.
- 1.3. For so long as this Agreement remains in effect, Licensor expressly retains no rights to sue, to seek and obtain injunctive or any other relief for infringement of the Patents, and no other rights or licenses under the Patents are granted or implied.
- 1.4. During the term of this Agreement, except by mutual agreement of the Parties, Licensor shall not assign, license, grant covenants not to sue, transfer or otherwise convey to any other person or entity any of its rights, title, claims, interest or privileges with respect to the Patents, and neither Licensor nor any inventors listed on the Patents (the "Inventors") shall authorize, create or cause to be created any lien or encumbrance on any Patent.
- 1.5. Licensor is the also the owner of the patents listed on Schedule 3 hereof and incorporated by reference (the "Additional Patents"). At Licensee's request, from time to time, in

connection with any Sublicense of the Patents by a Sublicensee, Licensor shall grant a non-exclusive license to the Additional Patents to each such Sublicensee and the royalty or other consideration payable by the Sublicensee for the Patents and the Additional Patents shall be included in Total Recoveries and applied pursuant to Section 2.1 of this Agreement.

2 ROYALTIES

[SECTION REDACTED]

3 REPRESENTATIONS AND WARRANTIES

[SECTION REDACTED]

4 RECORDS; FEES

[SECTION REDACTED]

5 ENFORCEMENT OF PATENT RIGHTS

[SECTION REDACTED]

6 TERMINATION

[SECTION REDACTED]

7 ASSIGNMENT

[SECTION REDACTED]

8 GOVERNING LAW; ARBITRATION; AND CONSENT TO JURISDICTION

[SECTION REDACTED]

9 CONFIDENTIALITY

[SECTION REDACTED]

10 DISCLAIMER AND LIMITATION OF LIABILITY

[SECTION REDACTED]

11 MISCELLANEOUS

[SECTION REDACTED]


[REDACTED]

The Parties have executed this Agreement as of the dates set forth below.

LICENSOR:

ELBRUS INTERNATIONAL LIMITED
a Cayman Islands corporation

Date: 01/26/2011

By: 
Name: _____
Its: _____

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11/13

ELBRUS SVAROG LP,
a Cayman Islands limited partnership

Date: 1/28/11

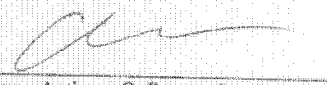
By: PLANTAGENET SVAROG GP LIMITED,
a Cayman Islands corporation, its general
partner

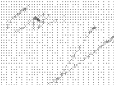
By: 
Name: C. Derek Anderson, Director

LICENSEE:

CASCADES COMPUTER INNOVATION LLC

Date: 01/25/2011

By: 
Name: Anthony O. Brown, President



Schedule 1.
List of Patents

The following U.S. Patents registered with the United States Patent and
Trademark Office:

5,418,975
5,781,924
5,794,029
5,889,985
5,923,871
5,958,048
5,983,336
6,243,822
6,549,903
6,560,775
6,668,316
6,751,645
6,732,220
6,320,446
6,265,896
6,323,688
6,351,155
6,313,691
6,373,149
6,424,181

7327402v12

6,366,130

6,820,255

6,954,927

7,003,650

7,065,750

7,069,412

7,143,401

7327402v.2

Schedule 2.
Existing License Agreements with Respect to Patents

1. License Agreement dated December 30, 2000, entered into by and between Elbrus International Limited and ZAO MCST, as amended from time to time.

2. Patent License Agreement dated May 19, 2004, as amended from time to time, between by and between (i) ZAO "Elbrus MCST", a Russian closed joint stock company with its registered address at Building 1, 9/12, Znamenka str., Moscow, Russia 119019, (ii) OOO "NovosibirskyCentrInformatsionnykhTehnologii "UNIPRO", a Russian limited liability company with its registered address at 6A Academician Lavrentiev's Avenue, Novosibirsk, Russia 630090, (iii) ZAO "UniProSystemy", a Russian closed joint stock company with its registered address at 6A Academician Lavrentiev's Avenue, Novosibirsk, Russia 630090, (iv) Elbrus Services Limited, a Cayman Islands limited company, with its registered address at Caledonian House, May Street, P.O. Box 265, George Town, Grand Cayman, Cayman Islands, and (v) Elbrus International Limited, a Cayman Islands limited company, with its registered address at The RBH Trust Co. Ltd., P.O. Box 1787, Second Floor, One Capital Place, George Town, Grand Cayman, Cayman Islands and Intel Corporation, a U.S. corporation (Delaware) with its business address at 2200 Mission College Blvd., Santa Clara California, U.S.A., including all of its Subsidiaries.

Schedule 3.

List of Additional Patents

The following U.S. Patents registered with the United States Patent and Trademark Office:

6,301,706

6,363,405

6,412,105

6,516,462

6,516,463

6,526,573

6,564,372

6,584,611

6,567,831

6,594,824

6,718,541

Patent to be issued from allowed U.S. Patent Application No. 20070006193

together with any other applications assigned to, or patents issued or assigned to, Licensor or its Affiliates during the term of this Agreement.

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AMENDMENT TO EXCLUSIVE LICENSE AGREEMENT

This is an Amendment to the Exclusive License Agreement (the "Agreement"), dated as of January 26, 2011, by and among CASCADES COMPUTER INNOVATION LLC ("Licensee"), on the one hand, and ELBRUS INTERNATIONAL LIMITED and ELBRUS SVAROG L.P., on the other hand, (collectively, "Licensor.")

WHEREAS, Licensee and Licensor wish to amend the Agreement so that the patents listed on Schedule 3 are added to the list of patents on Schedule 1 to the Agreement.

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

1. All the U.S. patents listed on Schedule 3 are hereby deleted from Schedule 3 and added to Schedule 1.
2. The patents that are deleted from Schedule 3 and added to Schedule 1 shall be considered as "Patents" as defined in the Agreement for all purposes of the Agreement, including without limitation the rights granted in Section 1.1 of the Agreement and the provisions regarding payment of maintenance fees in Section 4.1 of the Agreement.
3. Except as expressly modified herein, the Agreement shall remain in full force and effect. This Amendment may be executed in one or more counterparts. Signed copies that are scanned and transmitted by attachment to an email shall be considered as originals for all purposes.

The parties have executed this Amendment as of this 19 day of December, 2011.

ELBRUS INTERNATIONAL LIMITED
a Cayman Islands corporation

By: 

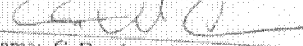
Name:

Its: Alexander Kim


[signature page continued]

ELBRUS SVAROG LP,
a Cayman Islands limited partnership

By: PLANTAGENET SVAROG GP
LIMITED,
a Cayman Islands corporation, its
general partner

By: 
Name: C. Derek Anderson, Director

CASCADES COMPUTER INNOVATION
LLC

By: 
Name: Anthony O. Brown, President