

Form PTO-1595 (Rev. 01-09)
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U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET

PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

724 Solutions Software, Inc.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) December 30, 2011

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☒ Other Intellectual Property Transfer Agreement

2. Name and address of receiving party(ies)

Name: Mobixell Networks (Israel) Ltd.

Internal Address: _____

Street Address: 9 Dafna

P.O.Box 3025

City: Ra'anana

State: _____

Country: Israel Zip: 43654

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

5,943,674

Additional numbers attached? ☐ Yes ☒ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Sprinkle IP Law Group (Cust. No. 44654)

Internal Address: _____

Street Address: 1301 W. 25th Street, Suite 408

City: Austin

State: Texas Zip: 78705

Phone Number: _____

Attorney Docket No. 724S1440

Fax Number: _____

Email Address: docketing@sprinklelaw.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

- ☒ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number: 503183

Authorized User Name: Ari Akmal

9. Signature:

Signature

Date

Ari Akmal, Reg. No. 51388

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 3

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

PATENT

INTELLECTUAL PROPERTY TRANSFER AGREEMENT

THIS AGREEMENT made effective as the 30 day of December, 2011.

BETWEEN:

724 Solutions Software, Inc., a corporation organized under the laws of State of Delaware USA and having a place of business at 1735 Technology Drive, Suite 550, San Jose, CA 95110 USA
(herein called the "**Seller**")

OF THE FIRST PART

AND:

Mobixell Networks (Israel) Ltd., a company organized under the laws of Israel and having a place of business at 9 Ha'Dafna, P.O.B 3025, Ra'Anana, 43654, Israel
(herein called the "**Purchaser**")

OF THE SECOND PART

WHEREAS:

- A. The Seller has agreed to sell and/or transfer all of its right, title and interest in all present and future local, foreign or international patents, trademarks, service marks, trade names, design rights, database rights, copyrights (including copyright in software), rights in inventions and topography rights whether or not registered, including all applications and rights to apply for registration (hereinafter referred to as "**IP Rights**") in all products related to the Seamless Access Technology (these products and any part thereof hereinafter referred to as the "**Products**") to the Purchaser, and
- B. The Purchaser has agreed to purchase and accept the same for the Consideration (as defined below),

NOW THEREFORE, be it known that, for good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

1. Transfer and Waiver of Rights

- a. Effective as of December 30th 2011 ("**Transfer Time**"), the Seller assigns absolutely and irrevocably to the Purchaser, its successors and assigns, the Seller's entire right, title, and interest throughout the world in the IP Rights.
- b. The Seller, for itself, its officers, directors, shareholders, consultants, employees and agents and all others involved in the creation of the IP Rights, hereby irrevocably and in perpetuity waives, in favor of the Purchaser and its successors and assigns, all rights in and to the IP Rights. This waiver will be binding upon the heirs, executors, administrators, assigns and personal representatives of the Seller, its officers, directors, shareholders, consultants, employees and agents and all others involved in the creation of the IP Rights.

David Seligman
CFO

AA

- c. This transfer shall be without limitation with regard to content, duration and area (territory), including possible extensions of the duration of copyright, including the right to identify itself as producer of the Products and including the right to possible new exploitation methods and rights, and – insofar as the transfer of the full IP Rights under any jurisdiction may not be possible – accordingly, with regard to content, duration and area (territory) unlimited, exclusive, transferable and irrevocable rights of use and/or rights to utilize the IP Rights are granted to Purchaser. Therefore, Purchaser shall have acquired the exclusive unlimited right in and/or right to utilize the IP Rights. Seller hereby irrevocably confirms that Purchaser is entitled without restrictions and irrevocably to all the IP Rights. Purchaser is therefore in particular exclusively entitled to the use of the IP Rights by itself or any third party, true to original or processed by any existing or future possible method, worldwide and without time limitations, for any purpose, in particular to – irrespective of method and quantity – copy, distribute copies, further develop and change, disseminate, lease, send, perform, make available to the public and/or to transfer or grant these rights entirely or in part to third parties and/or grant (sub-) licenses.

2. Consideration

The price for the sale and transfer in Article 1 shall be the sum of USD \$3,716,262 (Three Million, Seven Hundred and Sixteen Thousand, Two Hundred and Two US Dollar) and will be paid within 120 days from the Transfer Time. Due to the fact that the Seller and the Purchaser are affiliated companies, the parties have engaged Ernst & Yong accounting firm in order to establish the arm's length value for the transfer price of the IP Rights. Ernst & Yong transfer pricing valuation established a fair market value with a range of values of which the Consideration above constitutes the median value .

3. Representations and Warranties

- a. The Seller represents and warrants that it has the full authority to assign the IP Rights free and clear of any material charges, encumbrances, liens or claims and that it has not executed and will not execute any conflicting agreement.
- b. The Seller represents and warrants that it has the full authority to waive all rights in the IP Rights on behalf of itself, its officers, directors, shareholders, consultants, employees and agents, and all others involved in the creation of the IP Rights.

AS WITNESS, this Agreement has been signed by or on behalf of the parties the day and year first above written.

SIGNED

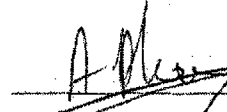
for and on behalf of

724 Solutions Software, Inc.

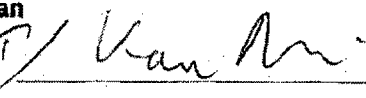
Mobixell Networks (Israel) Ltd.

Signature

Name and Title


Amir Aharoni – CEO & Director
David Seligman - CFO


David Seligman
CFO


Yehuda Elmaliach – Director
Avi Kahani – VP Operations