

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Ritesh K. Madan</td> <td>09/18/2013</td> </tr> <tr> <td>Vikram Chandrasekhar</td> <td>09/16/2013</td> </tr> <tr> <td>Andrea Goldsmith</td> <td>09/13/2013</td> </tr> <tr> <td>Santhosh Krishna</td> <td>03/01/2012</td> </tr> </tbody> </table>		Name	Execution Date	Ritesh K. Madan	09/18/2013	Vikram Chandrasekhar	09/16/2013	Andrea Goldsmith	09/13/2013	Santhosh Krishna	03/01/2012
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Vikram Chandrasekhar	09/16/2013										
Andrea Goldsmith	09/13/2013										
Santhosh Krishna	03/01/2012										
RECEIVING PARTY DATA											
Name:	Accelera Mobile Broadband, Inc.										
Street Address:	3255 Scott Blvd., Bldg. 2, Suite 110										
City:	Santa Clara										
State/Country:	CALIFORNIA										
Postal Code:	95054										
PROPERTY NUMBERS Total: 1											
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>13958869</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	13958869						
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CORRESPONDENCE DATA											
Fax Number:	4089732595										
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>											
Phone:	408-207-4763										
Email:	mhuang@ip-patent.com										
Correspondent Name:	Van Pelt, Yi & James LLP										
Address Line 1:	10050 N. Foothill Blvd., Suite 200										
Address Line 4:	Cupertino, CALIFORNIA 95014										
ATTORNEY DOCKET NUMBER:	ACCEP012										
NAME OF SUBMITTER:	Grace Tong										
Signature:	/Grace Tong/										

Date:

09/27/2013

**Total Attachments: 12**

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## ASSIGNMENT OF PATENT APPLICATION

Whereas I/we the undersigned inventor(s) have invented certain new and useful improvements as set forth in the patent application entitled:

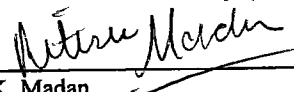
### HIDDEN NODES DETECTION

for which I (we) have executed an application for a United States Letters Patent which was filed in the U.S. Patent and Trademark Office on August 5, 2013, and which bears the Application No. 13/958,869 (the "Application");

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I/we the undersigned inventor(s) hereby:

- 1) Sell, assign, and transfer to Accelera Mobile Broadband, Inc., a Delaware corporation having a place of business at 3255 Scott Blvd., Bldg. 2, Suite 110, Santa Clara, CA 95054, (hereinafter referred to as "ASSIGNEE"), the entire right title and interest in any and all improvements and inventions disclosed in, application(s) (including foreign applications) based upon, and Patent(s) (including foreign patents) granted upon the information which is disclosed in the above referenced application and/or in any provisional application to which the above referenced application claims priority.
- 2) Authorize and request the Commissioner of Patents to issue any and all Letters Patents resulting from said application or any division(s), continuation(s), substitutes(s) or reissue(s) thereof to the ASSIGNEE.
- 3) Agree to execute all papers and documents and, entirely at the ASSIGNEE's expense, perform any acts which are reasonably necessary in connection with the prosecution of said application, as well as any derivative applications thereof, foreign applications based thereon, and/or the enforcement of patents resulting from such applications.
- 4) Agree that the terms, covenants and conditions of this assignment shall inure to the benefit of the Assignee, its successors, assigns and other legal representative, and shall be binding upon the inventor(s), as well as the inventor's heirs, legal representatives and assigns.
- 5) Warrant and represent that I/we have not entered, and will not enter into any assignment, contract, or understanding that conflicts with this assignment.

Signed on the date(s) indicated beside my (our) signature(s).

- |    |   |                      |
|----|---|----------------------|
| 1) | Signature: <u></u> | Date: <u>9/18/13</u> |
|    | Typed Name: Ritesh K. Madan   |                      |
| 2) | Signature: _____  | Date: _____          |
|    | Typed Name: Vikram Chandrasekhar  |                      |
| 3) | Signature: _____  | Date: _____          |
|    | Typed Name: Andrea Goldsmith  |                      |
| 4) | Signature: _____  | Date: _____          |
|    | Typed Name: Santhosh Krishna  |                      |

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| 1) | Signature: _____<br>Typed Name: Ritesh K. Madan      | Date: _____      |
| 2) | Signature: _____<br>Typed Name: Vikram Chandrasekhar | Date: 09/16/2013 |
| 3) | Signature: _____<br>Typed Name: Andrea Goldsmith     | Date: _____      |
| 4) | Signature: _____<br>Typed Name: Santhosh Krishna     | Date: _____      |

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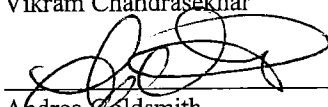
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| 3) | Signature: <br>Typed Name: Andrea Goldsmith | Date: 9/13/13 |
| 4) | Signature: _____<br>Typed Name: Santhosh Krishna   | Date: _____   |

**ACCELERA MOBILE BROADBAND, INC.**

**PROPRIETARY INFORMATION AND  
INVENTIONS AGREEMENT**

*Employee Name:* SANTHOSH KRISHNA

*Effective Date:* 02/01/2012

As a condition of, and in consideration of, my employment or continued employment by Accelera Mobile Broadband, Inc., a Delaware corporation, or any of its current or future subsidiaries, affiliates, successors or assigns (collectively, the “**Company**”), I agree to the following:

1. Relationship. This Agreement will apply to my employment relationship with the Company. If that relationship ends and the Company, within a year thereafter, either re-employs me or engages me as a consultant or other service provider, I agree that this Agreement will also apply to that later employment or service relationship, unless the Company and I otherwise expressly agree in writing. Any such employment or service relationship between the Company and me, whether commenced before, upon or after the Effective Date of this Agreement, is referred to herein as the “**Relationship**.”

2. Confidential Information.

(a) Definition. For purposes of this Agreement, “**Confidential Information**” means information not generally known or available outside the Company and information entrusted to the Company in confidence by third parties. Confidential Information includes, without limitation, all Inventions (as defined below), technical data, trade secrets, know-how, research, product or service ideas or plans, software code and designs, developments, processes, formulas, techniques, biological materials, mask works, designs and drawings, hardware configuration information, information relating to employees and other service providers of the Company (including, but not limited to, their names, contact information, jobs, compensation and expertise), information relating to suppliers and customers (including, but not limited to, those on whom I called or with whom I became acquainted during the Relationship), information relating to stockholders or lenders, price lists, pricing methodologies, cost data, market share data, marketing plans, licenses, contract information, business plans, financial forecasts, historical financial data, budgets or other business information.

(b) Protection of Information. At all times during the term of the Relationship and thereafter, I agree to hold in strictest confidence and not disclose Confidential Information to any person, firm, corporation or other entity, without written authorization from the Company, and not to use Confidential Information except to perform my obligations to the Company within the scope of the Relationship, until such Confidential Information becomes publicly and widely known and made generally available through no wrongful act of mine or of others who were under confidentiality obligations as to the item or items involved. I further agree not to make any copies of Confidential Information except as authorized by the Company.

(c) Third Party Information and Other Rights. My agreements in this Section 2 are intended to be for the benefit of the Company and any third party that has entrusted information or physical material to the Company in confidence. This Agreement is intended to supplement, and not to supersede, any rights the Company may have with respect to the protection of trade secrets or confidential or proprietary information.

(d) Information of Others. I represent that my performance of services for the Company will not breach any non-compete, invention assignment, or proprietary or confidential information agreement with any former employer or other party or create any conflict of interest with anyone. I will not disclose to the Company or use for its benefit, any confidential information or material in violation of the rights of my former employers or any third parties. I agree not to improperly use or disclose, or bring onto the premises of the Company, any confidential or proprietary information or material of any third party for which I have provided or currently provide service.

3. Ownership of Inventions.

(a) Definition. For purposes of this Agreement, “**Inventions**” means discoveries, developments, concepts, designs, ideas, know how, improvements, inventions, trade secrets and/or original works of authorship, whether or not patentable, copyrightable or otherwise legally protectable. This includes, but is not limited to, any new product, machine, article of manufacture, biological material, method, procedure, process, technique, use, equipment, device, apparatus, system, compound, formulation, composition of matter, design or configuration of any kind, or any improvement thereon. I understand that “**Company Inventions**” means any Inventions that I, solely or jointly with others, author, discover, develop, conceive or reduce to practice, in whole or in part, during the period of the Relationship, except as provided in Section 3(h) hereof.

(b) Inventions Retained. I have attached hereto as Exhibit A, without disclosing any third party confidential information, a complete list describing all Inventions that, as of the Effective Date, belong solely to me or belong to me jointly with others, that relate in any way to any of the Company’s proposed businesses, products or research and development, and that are not assigned to the Company hereunder; or, if no such list is attached, I represent that there are currently no such Inventions.

(c) Assignment of Company Inventions. I agree that I will promptly make full written disclosure to the Company, will hold in trust for the sole right and benefit of the Company, and hereby assign to the Company, or its designee, all of my right, title and interest in and to any and all Company Inventions throughout the world, including all copyrights, patent rights, trademark rights, mask work rights, moral rights, *sui generis* database rights and all other intellectual property rights or any sort relating thereto. I further agree that all Company Inventions are “works made for hire” to the greatest extent permitted by applicable law. I hereby waive and irrevocably quitclaim to the Company or its designee any and all claims, of any nature whatsoever, that I now have or may hereafter have for infringement of any and all Company Inventions and intellectual property rights related thereto.

(d) License to Inventions. If in the course of the Relationship I use or incorporate into any Company Invention any confidential information or Inventions in which I or a third party has an interest and which is not covered by Section 3(c) hereof, I will promptly so inform the Company. Whether or not I give such notice, I hereby irrevocably grant to the Company a nonexclusive, fully paid-up, royalty-free, assumable, perpetual, worldwide license, with full right to transfer and sublicense, to practice and exploit such confidential information and Inventions and to make, have made, copy, modify, make derivative works of, use, sell, import and otherwise distribute under all applicable intellectual property rights without restriction of any kind.

(e) Moral Rights. To the extent allowed by law, this Section 3 includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights," "artist's rights," "droit moral" or the like (collectively "**Moral Rights**"). To the extent I retain any such Moral Rights under applicable law, I hereby ratify and consent to any action that may be taken with respect to such Moral Rights by or on behalf of the Company and agree not to assert any Moral Rights with respect thereto. I will confirm any such ratifications, consents and agreements from time to time as requested by the Company.

(f) Maintenance of Records. I agree to maintain adequate and current written records of all Company Inventions made by me (solely or jointly with others) during the term of the Relationship. The records may be in the form of notes, sketches, drawings, flow charts, electronic data or recordings or any other format. The records will be available to and remain the sole property of the Company at all times. I agree to deliver all such records (including any copies thereof) to the Company at the time of termination of the Relationship as provided for in Section 4 hereof.

(g) Patents and Copyrights. I agree to assist the Company or its designee, at its expense, in every proper way to secure the Company's or its designee's rights in the Company Inventions and any copyrights, patent, rights trademark rights, mask work rights, moral rights, *sui generis* database rights or other intellectual property rights of any sort relating thereto throughout the world, including the disclosure of information with respect thereto, the execution of all applications, specifications, oaths, assignments, recordings and all other instruments which the Company or its designee shall deem necessary to apply for, obtain, maintain and transfer such rights, or if not transferable, waive such rights, and in order to assign to the Company or its designee, and any successors, assigns and nominees, the sole and exclusive right, title and interest in and to such Company Inventions, and any copyrights, patent rights, trademark rights, mask work rights, *sui generis* database rights and other intellectual property rights of any sort relating thereto throughout the world. I agree that my obligation to execute any such instrument or papers shall continue during and after the end of the Relationship and until the expiration of the last such intellectual property right to expire in any country of the world. I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney-in-fact, to act for and in my behalf to execute and file any such applications and to do all other lawfully permitted acts to further the application for, prosecution, issuance, maintenance or transfer of letters of patents, copyright, trademark, mask work and other registrations related to such Company Inventions. This power of attorney is coupled with an interest and will not be affected by my subsequent incapacity.



(h) Exception to Assignments. I understand that the Company Inventions will not include, and the provisions hereof requiring assignment of inventions to the Company do not apply to, any invention which qualifies fully for exclusion under the provisions of applicable state law, if any, attached hereto as Exhibit B. In order to assist in determining which Inventions qualify for such exclusion, I will advise the Company promptly in writing, during and after the term of the Relationship, of all Inventions solely or jointly authored, discovered, developed, conceived or reduced to practice by me during the Relationship.

4. Company Property; Return of Documents. I agree that I have no expectation of privacy with respect to the Company's telecommunications, networking or information processing systems (including, without limitation, files, e-mail messages and voice messages) and that my activity and any files or messages on or using any of those systems may be monitored at any time without notice. I further agree that any property situated on the Company's premises and owned by the Company, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by Company personnel at any time with or without notice. I agree that, at the end of the Relationship, (a) I will deliver to the Company (and will not retain, copy or deliver to anyone else) any and all keys, passes, devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, sketches, laboratory notebooks, materials, flow charts, equipment, other documents or property developed by me pursuant to the Relationship or otherwise belonging to the Company, its successors or assigns, and (b) will sign and deliver a certificate that certifies to my full compliance with the provisions of this Section 4 in such form as may be acceptable to the Company. I agree that the Company will be entitled to communicate my obligations under this Agreement to any future employer or potential employer.

5. At-Will Relationship. I understand and acknowledge that, except as may be explicitly provided in a separate written agreement with the Company, my Relationship with the Company is "at-will," as defined under applicable law, meaning that either I or the Company may terminate the Relationship at any time for any reason or no reason, without further obligation or liability, other than those provisions of this Agreement that explicitly survive the termination of the Relationship. I agree that, in connection with the termination of my employment for any reason, I will meet with representatives of the Company for to assist with the transfer of my duties to other employees, answering question about my work and work product, completing the returned of Company property, permitting inspection of personal electronic devices I have used in connection with my work at the Company, and confirming my obligations under this Agreement.

6. Nonsolicitation. I agree that, during the term of the Relationship and for a period of twelve (12) months following the termination of the Relationship for any reason, with or without cause, I will not, directly or indirectly, solicit, induce, recruit or encourage any of the Company's employees, consultants or other service providers to terminate their relationship with the Company, or attempt to do so, whether for my benefit or that of any other person or entity.

7. No Conflicts.

(a) No Conflicting Obligations. I represent and warrant that my performance of this Agreement does not and will not breach any agreement I have entered into, or will enter

into, with any other party. I will not induce the Company to use any Inventions or confidential proprietary information or material belonging to any other client, employer or other party. I agree not to enter into any written or oral agreement that conflicts with this Agreement.

(b) No Conflicting Activities. I agree that, during the term of the Relationship, I will not (i) engage in any activity (whether or not during business hours) that is in any way competitive, or prepare to compete, with the business or demonstrably anticipated business of the Company, (ii) assist any other person or organization in competing, or in preparing to compete, with any business or demonstrably anticipated business of the Company, or (iii) act as an employee, consultant, director or advisor to any other business, or take any action that would constitute a conflict of interest, without the prior written consent of the Company.

8. General Provisions.

(a) Governing Law; Venue. This Agreement will be governed by the laws of the State of California, without giving effect to the principles of conflict of laws. With respect to any disputes arising out of or related to this Agreement, the parties consent to the exclusive jurisdiction of, and venue in, the state courts in Santa Clara County in the State of California (or in the event of exclusive federal jurisdiction, the courts of the Northern District of California).

(b) Entire Agreement; Amendments and Waivers. This Agreement sets forth the entire agreement and understanding between the Company and me relating to its subject matter and supersedes all prior discussions and agreements (whether written or oral) between us with respect thereto. No amendments or waivers to this Agreement will be effective unless in writing and signed by the party against whom such amendment or waiver is to be enforced. The failure of either party to enforce its rights under this Agreement at any time for any period will not be construed as a waiver of such rights.

(c) Severability. If any provision of this Agreement is deemed void or unenforceable, such provision will nevertheless be enforced to the fullest extent allowed by law, and the validity of the remainder of this Agreement will not be affected.

(d) Successors and Assigns. I understand that this Agreement is personal to me, that I will not have the right or ability to assign, transfer or subcontract any of my obligations under this Agreement without the written consent of the Company, and that any attempt by me to do so will be void. I further understand that the Company may assign its rights and obligations under this Agreement in whole or part without my consent. This Agreement will be binding upon my heirs, executors, administrators and other legal representatives, and my successors and permitted assigns, and will be for the benefit of the Company and its successors and assigns.

(e) Remedies. I acknowledge that violation of this Agreement by me will cause the Company irreparable harm and therefore agree that the Company will be entitled to seek extraordinary relief in court, including, but not limited to, temporary restraining orders, preliminary injunctions and permanent injunctions without the necessity of posting a bond or other security (or, if such bond or security is required, I agree that a \$1,000 bond will be

adequate), in addition to any other rights or remedies that the Company may have for a breach of this Agreement. If any party brings any suit, action, counterclaim or arbitration to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to recover a reasonable allowance for attorneys' fees and litigation expenses in addition to court costs.

(f) Notices. All notices under this Agreement must be in writing and will be deemed given when delivered personally or by confirmed facsimile or email, one (1) day after being sent by nationally recognized courier service, or three (3) days after being sent by prepaid certified mail, to the address of the party to be noticed as set forth herein or such other address as such party last provided to the other party by written notice.

(g) Voluntary Execution. I acknowledge and agree that I have carefully read all of the provisions of this Agreement, that I understand and have voluntarily accepted such provisions, and that I will fully and faithfully comply with such provisions.

(h) Advice of Counsel. I ACKNOWLEDGE THAT, IN EXECUTING THIS AGREEMENT, I HAVE HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL, AND I HAVE READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT SHALL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF.

*[Signature Page Follows]*

The parties have executed this Agreement on the respective dates set forth below, to be effective as of the Effective Date first above written.

**ACCELERA MOBILE BROADBAND,  
INC.**

By: Edward F. Wang  
(Signature)

Name: Edward F. Wang  
Title: CFO

Address: 3255-2 Scott Blvd #110  
Santa Clara, CA 95054

Date: 3/1/2012

**EMPLOYEE:**

Santhosh Krishna  
(Signature)

SANTHOSH KRISHNA  
(Print Name)

Address: 2555 WOODLAND PL  
EMERALD HILLS CA 94062

Date: 03/01/2012

EXHIBIT A  
LIST OF PRIOR INVENTIONS  
EXCLUDED UNDER SECTION 3(b)

<u>Title</u>	<u>Date</u>	<u>Identifying Number or Brief Description</u>
--------------	-------------	--

BLANK

If no inventions, improvements, or original works of authorship are listed, I hereby represent that I have none to disclose.

\_\_\_ Additional sheets attached

Signature of Employee: 

Print Name of Employee: SANTOSH KRISHNA

Date: 03/01/2012

## **EXHIBIT B**

Section 2870 of the California Labor Code is as follows:

(a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

(1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or

(2) Result from any work performed by the employee for the employer.

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.