

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2784293

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSET PURCHASE	
CONVEYING PARTY DATA		
	Name	Execution Date
	IBAHN GENERAL HOLDINGS CORP.	02/06/2014
RECEIVING PARTY DATA		
Name:	GUEST TEK INTERACTIVE ENTERTAINMENT LTD.	
Street Address:	SUITE 240, 3030-3RD AVENUE NE	
City:	CALGARY	
State/Country:	CANADA	
Postal Code:	T2A 6T7	
PROPERTY NUMBERS Total: 7		
Property Type	Number	
Application Number:	12257208	
Application Number:	12463993	
Application Number:	12473086	
Application Number:	12688343	
Application Number:	12952882	
Application Number:	13013659	
Application Number:	14055670	
CORRESPONDENCE DATA		
Fax Number:		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	403-509-1010	
Email:	andrew.macmillan@guest-tek.com	
Correspondent Name:	GUEST TEK INTERACTIVE ENTERTAINMENT LTD.	
Address Line 1:	SUITE 240, 3030-3RD AVENUE NE	
Address Line 2:	ATTN: ANDREW T. MACMILLAN	
Address Line 4:	CALGARY, CANADA T2A 6T7	
ATTORNEY DOCKET NUMBER:	BHN0000USA03	
NAME OF SUBMITTER:	ANDREW T. MACMILLAN	
SIGNATURE:	/Andrew T. MacMillan/	
DATE SIGNED:	03/25/2014	

PATENT

Total Attachments: 13

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "**Agreement**") is made and entered into as of this 6th day of February, 2014, by and between Guest-Tek Interactive Entertainment, Ltd., an Alberta corporation (the "**Buyer**"), on the one hand, and iBAHN Corporation, a Delaware corporation, iBAHN General Holdings Corp., a Delaware corporation, and iBAHN Leasing LLC, a Utah limited liability company (collectively, the "**Sellers**" and, together with Buyer, the "**Parties**"), each Seller being a Debtor and Debtor in Possession under Case No.13-12285 (____) (the "**Case**") in the United States Bankruptcy Court for the District of Delaware (the "**Bankruptcy Court**").

RECITALS

A. Sellers, directly or through their Affiliates, are in the business of providing technology services to the hospitality industry consisting of integrated digital services, including wired and wireless high-speed internet access, video-on-demand, digital television and digital audio services to guest rooms, conference rooms and other common areas of hotel properties in North America, Europe, Africa, the Middle East, Australia, and Asia (the "**Business**").

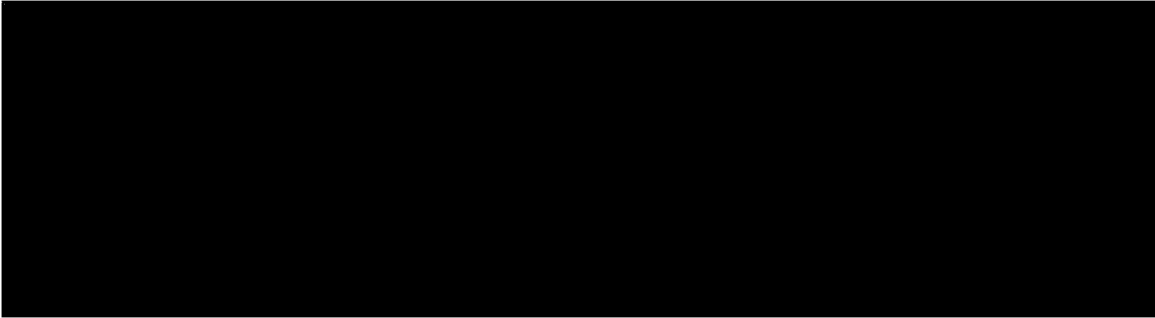
B. Sellers wish to sell to Buyer, pursuant to Sections 363 and 365 of Chapter 11 of Title 11 of the United States Code (the "**Bankruptcy Code**"), substantially all of the assets of Sellers owned and used in connection with or arising out of the operation of the Business, all at the price and on the other terms and conditions specified in detail below and Buyer wishes to so purchase and acquire such assets from Sellers on such terms and conditions.

C. Capitalized terms used but not otherwise defined in this Agreement shall have the meanings ascribed to them in Section 12 of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, intending to be legally bound, the Parties agree as follows:

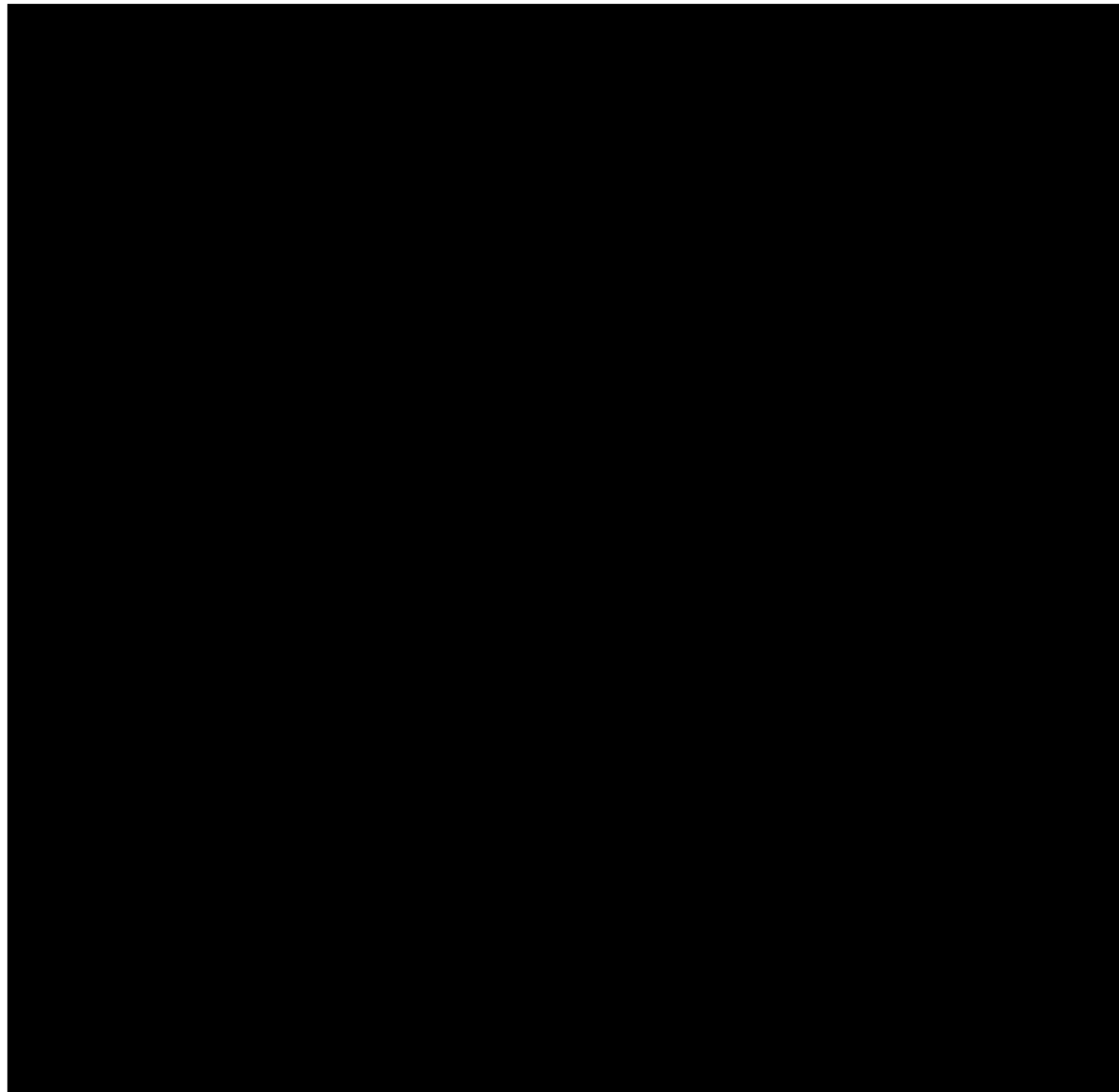
1. Transfer of Assets.

1.1 Purchase and Sale of Assets. On the Closing Date, in consideration of the covenants, representations and obligations of Buyer hereunder, and subject to the conditions hereinafter set forth, including (without limitation) Bankruptcy Court approval of this Agreement under Sections 105, 363 and 365 of the Bankruptcy Code, Sellers shall sell, assign, transfer, convey and deliver to Buyer or its designee(s), and Buyer or its designee(s) shall purchase from Sellers, free and clear of all Liens, Claims and Encumbrances of any kind or nature whatsoever to the extent provided in the Approval Order, each Seller's respective right, title and interest as of the Closing Date in and to all tangible and intangible assets and properties of every kind, character and description, whether accrued, contingent or otherwise, owned and used or useful in connection with Sellers' operation of the Business (collectively, excluding the Excluded Assets (as defined in Section 1.2 below), the "**Property**"):

1.1.3 Intangible Property. All intangible personal property owned by any Seller to the extent used in connection with the Business, but in all cases only to the extent of such Seller's interest, together with all books, records and like items pertaining to the Business, including, without limitation, the goodwill of the Business, all Intellectual Property of the Business, all catalogues, customer lists and other customer data bases, correspondence with present or prospective customers and suppliers, advertising materials, software programs, websites, domain names, telephone numbers and email addresses identified with the Business, including any right, title and interest of any of the Sellers in and to those items described on **Schedule 1.1.3** attached hereto and incorporated herein by this reference (collectively, the "**Intangible Property**"). As used in this Agreement, Intangible Property shall in all events exclude (i) any materials containing privileged communications or information about employees, disclosure of which would violate an employee's reasonable expectation of privacy (except with respect to those employees of the Business offered employment with Buyer or an Affiliate thereof at the Closing) and any other materials which are subject to attorney-client or any other privilege (but only to the extent that the same relate to Excluded Assets or Excluded Liabilities), and (ii) any software or other item of intangible property held by Sellers pursuant to any Other Contract where Buyer does not assume the underlying Other Contract relating to such intangible personal property at the Closing, as set forth or described on **Schedule 1.1.3**.





12.19 "Intellectual Property" means all intellectual property and proprietary rights, foreign or domestic, including, but not limited to, all software, programs, technologies, discoveries, domain names and websites (including all website content associated therewith), patents and patent applications, copyrights, copyright registrations and applications for copyright registrations, trade names, brand names, logos, trademarks and service marks and registrations and applications for registration thereof, and trade secrets ("**Trade Secrets**"), including formulae, routines, proprietary processes, models, specifications, technical manuals and data, drawings, inventions, designs, product information and data, know-how, techniques, methods, and development work-in-progress, customer lists, business and marketing plans and other intellectual or intangible property, in each of the foregoing cases, related to the Business, whether pending, applied for or issued, whether filed in the United States or in other countries,

[REDACTED]

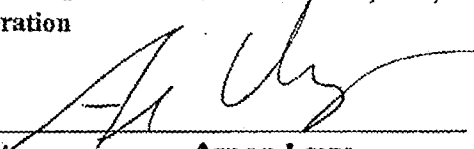
including the items listed in **Schedule 12.19**, together with all associated goodwill, and all past, present or future Claims and causes of actions arising out of or related to any infringement, dilution, misappropriation or other violation of any of the foregoing.

[REDACTED]

In Witness Whereof, Buyer and Sellers have executed this Asset Purchase Agreement as of the day and year first above written.

BUYER:

Guest-Tek Interactive Entertainment, Ltd., an Alberta corporation

By: 
Name: Arnon Levy
Its: President & CEO

SELLERS:

iBAHN Corporation, a Delaware corporation

By: _____
Name: _____
Its: _____

iBAHN General Holdings Corp., a Delaware corporation

By: _____
Name: _____
Its: _____

iBAHN Leasing LLC, an Utah limited liability company

By: _____
Name: _____
Its: _____

In Witness Whereof, Buyer and Sellers have executed this Asset Purchase Agreement as of the day and year first above written.

BUYER:

Guest-Tek Interactive Entertainment, Ltd., an Alberta corporation

By: _____
Name: _____
Its: _____

SELLERS:

**iBAHN Corporation, a Delaware corporation,
Chapter 11 Debtor and Debtor in Possession**

By: _____
Name: Edward L. Helvey
Its: CEO

**iBAHN General Holdings Corp., a
Delaware corporation, Chapter 11 Debtor
And Debtor in Possession**

By: _____
Name: Edward L. Helvey
Its: CEO

**iBAHN Leasing LLC, an Utah
limited liability company, Chapter 11 Debtor
And Debtor in Possession**

By: _____
Name: Edward L. Helvey
Its: CEO

SCHEDULES

Schedule 1.1.3
Intangible Property

PATENTS

MF8 DOCKET NO.	TITLE	PMV	RELATED APP.	PUB/PAT NO.	CITY	FILED	SERIAL NO.	STATUS	NEXT ACTION	DUE DATE	SOURCE	PREV. FIRM	PREV. DOCKET NO.
50829-00022	METHODS AND APPARATUS FOR PROVIDING HIGH SPEED CONNECTIVITY TO A HOTEL ENVIRONMENT	B		6758382	US	2/24/1999	09/256,719	ISSUED	3rd Maintenance Fee Due	11/28/2015	XFER	WAVS	STSNP001
50829-00023	METHODS AND APPARATUS FOR PROVIDING HIGH SPEED CONNECTIVITY TO A HOTEL ENVIRONMENT	B	50829-00022	6996073	US	12/23/2003	13/746,275	ISSUED	2nd Maintenance Fee Due 3rd Maintenance Fee Due (08/07/2017)	8/7/2013	XFER	WAVS	STSNP001D1
50829-00024	METHODS AND APPARATUS FOR PROVIDING HIGH SPEED CONNECTIVITY TO A HOTEL ENVIRONMENT	B	50829-00023	7580376	US	11/16/2005	11/281,254	ISSUED	1st Maintenance Fee Due 2nd Maintenance Fee Due (02/25/2017) 3rd Maintenance Fee Due (02/25/2021)	2/25/2013	XFER	WAVS	STSNP001D1C1
50829-00025	METHODS AND APPARATUS FOR PROVIDING HIGH SPEED CONNECTIVITY TO A HOTEL ENVIRONMENT	B	50829-00024	US20090052459*	US	10/23/2008	12/257,208	PENDING	Request Continued Examination Filed 11/22/11		XFER	WAVS	STSNP001D1C1D1
50829-00028	METHODS AND APPARATUS FOR PROCESSING NETWORK DATA TRANSMISSIONS	D	50829-00027	6934754	US	3/29/2001	09/823,088	ISSUED	2nd Maintenance Fee Due 3rd Maintenance Fee Due (02/23/2017)	2/23/2013	XFER	WAVS	STSNP003
50829-00032	DETECTION OF MULTIPLE USERS OF A NETWORK ACCESS NODE	G		7474617	US	3/4/2005	11/073,428	ISSUED	2nd Maintenance Fee Due 3rd Maintenance Fee Due (07/06/2020)	7/6/2016	XFER	WAVS	STSNP006
50829-00033	SECURITY FOR MOBILE DEVICES IN A WIRELESS NETWORK	H		8255581	US	3/10/2005	11/079,020	ISSUED	1st Maintenance Fee Due 2nd Maintenance Fee Due (02/28/2020) 3rd Maintenance Fee Due (02/28/2024)	2/28/2016	XFER	WAVS	STSNP007
50829-00040	TECHNIQUES FOR DEPLOYMENT OF WIRELESS ACCESS POINTS USING MIXED POLARIZATION TO REDUCE FRIENDLY SYSTEM NOISE	K	50829-00039	US20110116452*	US	1/25/2011	13/013,659	PENDING	Request Continued Examination Filed 3/7/2012		XFER	WAVS	STSNP009D1
50829-00042	ANTENNA DESIGNS FOR MULTIPATH ENVIRONMENTS	L	50829-00041	7589689	US	10/27/2006	11/559,950	ISSUED	1st Maintenance Fee Due 2nd Maintenance Fee Due (03/15/2017) 3rd Maintenance Fee Due (03/17/2021)	3/15/2013	XFER	WAVS	STSNP010

50829-00043	MONITORING AND REPORTING POLICY COMPLIANCE OF HOME NETWORKS	M	US20090065145*	US	9/8/2006	11/530,403	PENDING	Response to Non-final OA Ext to Non-final OA (05/24/2013)	2/14/2013	XFER	WAVS	STSNP011
50829-00009	VIRTUAL DESKTOP SERVICES	N	US20100269135*	US	5/27/2009	12/475,086	PENDING	Response to Non-final OA to Non-final OA (04/09/2013) Disclose Art from EP SR (02/25/2013)	1/9/2013 (FILED)	XFER	WAVS	STSNP012
50829-00045	VIRTUAL DESKTOP SERVICES	N	098434 70.7- 12431 2419333	EP	6/2/2009	9843470.7	PENDING	Response to Opinion Notice to Proceed (05/25/2013) Annulity Due (06/02/2013)	5/16/2013	XFER	WAVS	STSNP012EP
50829-00046	VIRTUAL DESKTOP SERVICES	N	2,0098E+11	CN	6/2/2009		PENDING			XFER	WAVS	STSNP012CN
50829-00016	COAX AND IP HYBRID DIGITAL TV AND VOD SYSTEM	P	US20100151316*	US	5/11/2009	12/483,993	PENDING	NFOA RESP FILED 11/1/2012		XFER	WAVS	STSNP013
50829-00028	VIRTUAL USER INTERFACE	Q	US20110179306*	US	1/15/2010	12/688,343	PENDING			XFER	WAVS	STSNP014
50829-00052	VIRTUAL SET TOP BOX	R	US20120030706*	US	11/23/2010	12/952,882	PENDING			XFER	WAVS	STSNP015
50829-00053	VIRTUAL SET TOP BOX	R	WO 2012/015648	PCT	7/20/2011	PCT/US11/44688	PENDING	30 month National Phase Filing Deadline Nationalize in EP, AU, CN	1/30/2013	XFER	WAVS	STSNP015WO
50829-00002	OFF-SITE USER ACCESS CONTROL	2A		US	10/18/2012	61/714,599	PENDING			NEW	N/A	N/A



Schedule 12.19

Intellectual Property. All intellectual property and proprietary rights, foreign or domestic, including, but not limited to, all software, programs, technologies, discoveries, domain names and websites

PATENTS

PREVIOUS DOCKET NO.	TITLE	IMV NO.	RELATED APP.	PUB. PAT. NO.	CTY.	FILED	SERIAL NO.	STATUS	NEXT ACTION	DUE DATE	SOURCE	PREVIOUS FIRM	PREVIOUS DOCKET NO.
50829-00022	METHODS AND APPARATUS FOR PROVIDING HIGH SPEED CONNECTIVITY TO A HOTEL ENVIRONMENT	B		6738382	US	2/24/1999	09/256,719	ISSUED	3rd Maintenance Fee Due (08/07/2017)	11/18/2015	XFER	WAVS	STSNP001
50829-00023	METHODS AND APPARATUS FOR PROVIDING HIGH SPEED CONNECTIVITY TO A HOTEL ENVIRONMENT	B	50829-00022	6956073	US	12/23/2003	10/746,275	ISSUED	2nd Maintenance Fee Due (02/23/2013) 3rd Maintenance Fee Due (02/23/2017)	8/7/2013	XFER	WAVS	STSNP001D1
50829-00024	METHODS AND APPARATUS FOR PROVIDING HIGH SPEED CONNECTIVITY TO A HOTEL ENVIRONMENT	B	50829-00023	7580376	US	11/16/2005	11/281,254	ISSUED	1st Maintenance Fee Due (02/23/2017) 2nd Maintenance Fee Due (02/25/2021) 3rd Maintenance Fee Due (02/25/2021)	2/25/2013	XFER	WAVS	STSNP001D1C1
50829-00025	METHODS AND APPARATUS FOR PROVIDING HIGH SPEED CONNECTIVITY TO A HOTEL ENVIRONMENT	B	50829-00024	US20090052659*	US	10/23/2008	12/257,208	PENDING	Request Continued Examination Filed (11/22/11)		XFER	WAVS	STSNP001D1C1D1
50829-00028	METHODS AND APPARATUS FOR PROCESSING NETWORK DATA TRANSMISSIONS	D	50829-00027	69560754	US	3/29/2001	09/623,088	ISSUED	2nd Maintenance Fee Due (02/23/2017) 3rd Maintenance Fee Due (02/23/2017)	2/23/2013	XFER	WAVS	STSNP003

PATENT

REEL: 032520 FRAME: 0963

50829-00032	DETECTION OF MULTIPLE USERS OF A NETWORK ACCESS MODE	G		7/27/2017	US	3/4/2005	11,073,428	ISSUED	2nd Maintenance Fee Due 07/06/2020	7/6/2016	XFER	WAVS	STSNP006
50829-00033	SECURITY FOR MOBILE DEVICES IN A WIRELESS NETWORK	H		8/25/2011	US	3/10/2005	11,079,020	ISSUED	1st Maintenance Fee Due 02/28/2020 2nd Maintenance Fee Due 02/28/2020 3rd Maintenance Fee Due 02/28/2020	2/28/2016	XFER	WAVS	STSNP007
50829-00035	SECURITY FOR MOBILE DEVICES IN A WIRELESS NETWORK	H		1/18/2013	EP	3/8/2006	6737747.3	PENDING	Annuity Due	3/8/2013	XFER	WAVS	STSNP007EP
50829-00036	SECURITY FOR MOBILE DEVICES IN A WIRELESS NETWORK	H			CA	3/8/2006	2600760.0	PENDING	Annuity Due	3/8/2013	XFER	WAVS	STSNP007CA
50829-00040	TECHNIQUES FOR DEPLOYMENT OF WIRELESS ACCESS POINTS USING MIXED POLARIZATION TO REDUCE FRIENDLY SYSTEM NOISE	K		US 2011012 6492	US	1/25/2011	13,013,659	PENDING	Request Continued Examination on Filed 3/7/2012		XFER	WAVS	STSNP009D1
50829-00042	ANTENNA DESIGNS FOR MULTI-PATH ENVIRONMENTS	L		7/28/2011	US	10/27/2006	11,553,950	ISSUED	1st Maintenance Fee Due 09/15/2020 2nd Maintenance Fee Due 09/15/2020 3rd Maintenance Fee Due 09/15/2020	3/15/2013	XFER	WAVS	STSNP010

50829-00043	MONITORING AND REPORTING POLICY COMPLIANCE OF HOME NETWORKS	M		US20080065145*	US	9/8/2006	11/530.403	PENDING	Response to Non-final DA Final Ext to Non-final DA (05/14/2013)	2/14/2013	XFER	WAVS	STSNP011
50829-00049	VIRTUAL DESKTOP SERVICES	N	50829-00048	US201000269135*	US	5/27/2009	12/473.686	PENDING	Response to Non-final DA Final Ext to Non-final DA (04/09/2013) Disclose Art from EP SR (02/26/2013)	1/9/2013 (FILED)	XFER	WAVS	STSNP012
50829-00045	VIRTUAL DESKTOP SERVICES	N	50829-00044	098434.70.21243.12419633	EP	6/2/2009	9843470.7	PENDING	Response to Opinion Notice to Proceed (05/26/2013) Annuit Due (06/02/2013)	5/26/2013	XFER	WAVS	STSNP012EP
50829-00046	VIRTUAL DESKTOP SERVICES	N	50829-00044	2,009,851.1	CN	6/2/2009		PENDING			XFER	WAVS	STSNP012CN
50829-00047	VIRTUAL DESKTOP SERVICES	N	50829-00044	2009344302	AU	6/2/2009		PENDING	Annuit Due Acceptance of Application (10/18/2013) Response to OA (10/18/2013) Final Deadline (7/18/14)	6/2/2013	XFER	WAVS	STSNP012AU
50829-00016	COAX AND IP HYBRID DIGITAL TV AND VOD SYSTEM	P	50829-00015	US201000251336*	US	5/11/2009	12/463.993	PENDING	NFOA RESP FILED (11/1/2012)		XFER	WAVS	STSNP013
50829-00048	COAX AND IP HYBRID DIGITAL TV AND VOD SYSTEM	P	50829-00015		EP	5/11/2009	10157056.1	PENDING	Response to Office Action Annuit Due (03/19/2013)	2/28/2013	XFER	WAVS	STSNP013EP

50829-00049	COAX AND IP HYBRID DIGITAL TV AND VOD SYSTEM	P	50829-00015		AU	5/11/2009	201001029.0	PENDING	Amnuty Due Request for Examination (03/17/2015)	08/17/2014 03/17/2015	XFER	WAVS	STSNP013AU
50829-00050	COAX AND IP HYBRID DIGITAL TV AND VOD SYSTEM	P	50829-00015		CN	5/11/2009	#####	PENDING	DO NOT PURSUE IN CN		XFER	WAVS	STSNP013CN
50829-00018	VIRTUAL USER INTERFACE	Q		102011017 9106*	US	1/15/2010	12/888,343	PENDING			XFER	WAVS	STSNP014
50829-00019	VIRTUAL USER INTERFACE	Q	50829-00018	EP 2,357,555	EP	1/15/2010	11150981.5	PENDING	Amnuty Due	1/14/2013	XFER	WAVS	STSNP014EP
50829-00020	VIRTUAL USER INTERFACE	Q	50829-00018		AU	1/15/2010	2011200152.0	PENDING	Response to Office Action Acceptance of Application (11/15/2013) Amnuty Due (01/14/2015)	2/15/2013	XFER	WAVS	STSNP014AU
50829-00021	VIRTUAL USER INTERFACE	Q	50829-00018	102158474	CN	1/15/2010	201110041831.4	PENDING	Request for Examination	1/14/2013	XFER	WAVS	STSNP014CN
50829-00052	VIRTUAL SET TOP BOX	R	50829-00051	US 201200313705*	US	11/23/2010	12/952,882	PENDING			XFER	WAVS	STSNP015
50829-00053	VIRTUAL SET TOP BOX	R	50829-00051	W/O 2012/015648	PCT	7/20/2011	PCT/US11/44684	PENDING	30 month National Phase Filing Deadline Nationalize in EP, AU, CN	1/30/2013	XFER	WAVS	STSNP015WO
50829-00022	OFF-SITE USER ACCESS CONTROL	ZA			US	10/16/2012	61,714,599	PENDING			NEW	N/A	N/A