

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT2795557

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
GOS NETWORKS LIMITED (UK)	03/30/2010
RECEIVING PARTY DATA	
Name:	GOS NETWORKS LIMITED (IE)
Street Address:	NATIONAL SOFTWARE CENTER
City:	MAHON, CORK
State/Country:	IRELAND
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11720472
CORRESPONDENCE DATA	
Fax Number:	(303)770-0152
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	720-562-5507
Email:	ptomail@mfblaw.com
Correspondent Name:	MARSH FISCHMANN & BREYFOGLE LLP
Address Line 1:	KENT A. LEMBKE
Address Line 2:	8055 E. TUFTS AVENUE, SUITE 450
Address Line 4:	DENVER, COLORADO 80237
ATTORNEY DOCKET NUMBER:	50398-00010 (1)
NAME OF SUBMITTER:	KENT A. LEMBKE
SIGNATURE:	/Kent A. Lembke/
DATE SIGNED:	04/01/2014
Total Attachments: 18	
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IPR ASSIGNMENT AGREEMENT

THIS AGREEMENT is dated the 30th day of March 2010 ("Effective Date")

BETWEEN

- (1) **GOS Networks Limited** (formerly Southbury Limited) (company number 06917663) whose registered office is 7 Welbeck Street, London, W1G 9YE, United Kingdom ("Assignor");
- (2) **GOS Networks Limited** (company number 0445828) whose registered office is National Software Centre, Mahon, Cork, Ireland ("Assignee");
- (3) **GOS Holdings Limited** whose registered office is at 11 Bath Street, St Helier, Jersey, Channel Islands; and
- (4) **IIU Nominees Limited** of IFSC House, Customs House Quay, Dublin 1, Ireland and **Padraig Harrington** of c/o IIU Nominees Limited of IFSC House, Customs House Quay, Dublin 1, Ireland (together the "Loan Note Holders")

BACKGROUND

- (A) The IPR was originally assigned to the Assignor pursuant to an agreement dated 8 October 2009 as reproduced in Schedule 1 (the "Original IPR Assignment Agreement");
- (B) The Assignor now wishes to assign the IPR to the Assignee on the terms set out in this Agreement,

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

In this Agreement, unless the context otherwise requires, the following expressions shall have the following meanings:

- "Fee" [REDACTED]
- "IPR"
 - (a) patents, designs, trade marks, trade names, trade dress, copyright and related rights, (in each case whether registered or unregistered), database rights, trade secrets, inventions, knowhow and information of a secret or proprietary or confidential nature (in whatever form);
 - (b) all other intellectual property rights and similar or equivalent rights anywhere in the world which currently exist or are recognised in the future; and

(c) applications, extensions and renewals in relation to any such rights, and rights to claim for past infringement of such rights

that are owned by the Assignor as at the date of Completion, including (without limitation) the Patents;

"Patents"

All patents and patent applications listed in the original IPR Assignment Agreement, together with all patent applications which are equivalent to and/or claim priority from the patents and applications listed in the original IPR Assignment Agreement and granted patents issuing from such applications, together with all re-issues and extensions of the preceding;

1.1 In this Agreement:

1.1.1 any reference to a party to this Agreement includes a reference to his successors in title and permitted assigns;

1.1.2 in the event of any inconsistency between the main body of this Agreement and the schedules to it, the main body will prevail.

2. ASSIGNMENT

In consideration of the payment of the Fee by the Assignee to the Assignor (receipt of which is hereby acknowledged as set out below), the Assignor hereby assigns to the Assignee all rights and obligations as set out in the Original IPR Assignment Agreement.

3. PAYMENT OF FEE

3.1 On 8 October 2009, the Loan Note Holders provided a [REDACTED] Loan Note to Assignor, as set out in Schedule 2. The full amount of the Loan Note is still outstanding.

3.2 The Assignor will hereby assign all obligations and amounts owed under the Loan Note to GOS Holdings Limited.

3.3 In consideration of GOS Holdings Limited hereby agreeing to pay the Fee on behalf of the Assignee, the Assignor hereby acknowledges receipt of the Fee and that the sum of [REDACTED] owing from Assignor to GOS Holdings Limited arising as a result of 3.2 above shall be deemed settled in full.

4. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with Irish law. In the event of failure to resolve a dispute the parties hereby submit to the exclusive jurisdiction and venue of the High Court of Ireland. These provisions shall apply without reference to conflict of law principles.

5. SEVERABILITY

Notwithstanding that the whole or any part of any provision of this Agreement may be held by a court or any other relevant and legally competent body to be illegal, invalid or

unenforceable, such illegality, invalidity or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect and shall be interpreted so as to reasonably effect the intent of the parties. The parties shall cooperate with each other in such circumstances and agree a suitable provision to replace any illegal, invalid and or unenforceable provision or part provision in substitution of the defective part and to give effect as close as possible to the parties' original intention.

6. ENTIRE AGREEMENT

This Agreement, including the Schedules to it which are incorporated herein by reference, sets forth the entire agreement between the parties and supersede any and all prior proposals, agreements, and representations between them, whether written or oral. Nothing in this clause shall exclude the liability of either party to the other for any fraudulent pre-contractual representation upon which the other party has relied.

7. COUNTERPARTS

This Agreement may be executed in one, two or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument, it being understood that not all parties need sign the same counterpart.

8. VARIATION


No variation, addition to or modification of any provision of this Agreement shall be binding upon the parties unless made by a written instrument signed by a duly authorised representative of each of the parties.

9. THIRD PARTY RIGHTS

No term of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 ('the Act') by any third party (not being a party to this Agreement). This clause shall not affect any right or remedy of any third party which exists or is available otherwise than under the Act.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorised officers or representatives.

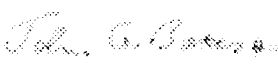
SIGNED
for and on behalf of
GOS Networks Limited
(Ireland)



Director

Date: 30/3/2010


SIGNED
for and on behalf of
IJU Nominees Limited



Director

Date: 26/3/2010


SIGNED
for and on behalf of
Padraig Harrington



Director

Date: 2/3/10

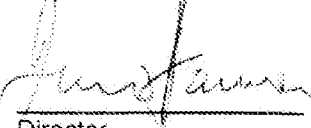
SIGNED
for and on behalf of
GOS Networks Limited
(UK)



Director (KEY FINANCIAL OFFICER)

Date: 30/3/2010

SIGNED
for and on behalf of
GOS Holdings Limited



Director

Date:

SCHEDULE 1
ORIGINAL IPR ASSIGNMENT AGREEMENT

SCHEDULE 3
Form of Assignment of IPR

beachcroft

Dated 8 October 2009

(1) U4EA TECHNOLOGIES LIMITED (IN ADMINISTRATION)

(2) SIMON ROWE & ROGER ISAACS
(JOINT ADMINISTRATORS)
and
(3) SOUTHBURY LIMITED

IPR Assignment

U4EA Technologies Limited (in Administration)
2009/10/08 10:00:00 AM
U4EA Technologies Limited (in Administration)
2009/10/08 10:00:00 AM

U4EA Technologies Limited (in Administration)
2009/10/08 10:00:00 AM

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Clause heading and number

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THIS AGREEMENT is made the 8th day of October 2009

BETWEEN:

- (1) U4EA TECHNOLOGIES LIMITED (a company registered in England and Wales with registered number 03874295) whose registered office is at Narrow Quay House, Narrow Quay, Bristol, BS1 4AH acting by its joint administrators SIMON ROWE and ROGER ISAACS of Milsted Langdon, Redcliff Street, Bristol BS1 6NP (the "Assignor")
- (2) SIMON ROWE AND ROGER ISAACS of Milsted Langdon, Redcliff Street, Bristol BS1 6NP as joint administrators of the Company (together the "Administrators").
- (3) SOUTHBURY LIMITED (a company registered in England with registered number 06917663) whose registered office is at 7 Wellbeck Street, London, W1G 9YE ("Assignee").

BACKGROUND

- (A) On 1st July 2009 the Administrators were appointed as joint administrators of the Assignor (with power to act severally) pursuant to an appointment of the directors of the Assignor in accordance with paragraph 22 of Schedule B1 Insolvency Act 1986
- (B) The Assignor granted the Assignee a licence of the IPR pursuant to an agreement dated 1 July 2009 (the "Licence").
- (C) The Assignor now wishes to assign the IPR to the Assignee on the terms set out in this agreement (the "Agreement").

NOW IT IS HEREBY AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement unless the context otherwise requires the following words and expressions shall have the following meanings:

IPR (a) patents, designs, trade marks, trade names, trade dress, copyright and related rights, (in each case whether registered or unregistered), database rights, trade secrets, inventions, know-how and information of a secret or proprietary or confidential nature (in whatever form);

(b) all other intellectual property rights and similar or equivalent rights anywhere in the world which currently exist or are recognised in the future; and

(c) applications, extensions and renewals in relation to any such rights, and rights to claim for past infringement of such rights

that are owned by the Assignor as at the date of Completion, including (without limitation) the Patents,

Fee  exclusive of VAT;

Patents

All patents and patent applications listed in the Schedule, together with all patent applications which are equivalent to and/or claim priority from the patents and applications listed in the Schedule and granted patents issuing from such applications, together with all re-issues and extensions of the preceding;

- 1.2 Clause and schedule headings do not affect the interpretation of this agreement.
- 1.3 A person includes a corporate or unincorporated body.
- 1.4 Words in the singular include the plural and in the plural include the singular.
- 1.5 A reference to one gender includes a reference to the other gender.

2 ASSIGNMENT

- 2.1 in consideration of the payment of the Fee by the Assignee to the Assignor (receipt of which is hereby acknowledged), the Assignor hereby assigns to the Assignee such right, title and interest as the Assignor owns in the IPR, including (without limitation):
 - 2.1.1 any right of the Assignor to claim damages and other remedies for any past infringement of the IPR, and
 - 2.1.2 any right of the Assignor to claim priority, apply for, prosecute and/or obtain registrations based on the IPR.
- 2.2 The Assignee shall be responsible for payment of value added tax (VAT) on the assignment where applicable, subject to production of a valid VAT invoice by the Assignor.

3 FURTHER ASSURANCE AND VAT

- 3.1 At the request and expense of the Assignee, the Assignor shall execute and do all such further reasonable acts, deeds, documents and things necessary to vest such right, title and interest as the Assignor owns in the IPR in the Assignee.
- 3.2 The parties consider that the provisions of section 49(1) of the Value Added Tax Act 1994 ("VATA 1994") and Article 5 of the Value Added Tax (Special Provisions) Order 1995 apply to this Agreement as an integral part of the sale of a business as a going concern as set out in the agreement for the sale and purchase of certain assets of U4EA Technologies Limited (in administration) and accordingly:
 - 3.2.1 the Assignee shall use all reasonable endeavours to secure that pursuant to the provisions referred to above the assignment of the IPR under this Agreement is treated as neither a supply of goods nor a supply of services for the purposes of Value Added Tax ("VAT");
 - 3.2.2 the Assignee undertakes that the IPR will be used by the Assignee as an integral part in carrying on the same kind of business as that carried on by the Assignor and the Assignee confirms to the Assignor and to the Administrators that either
 - a) it is not registered for the purposes of the VATA 1994 but will become liable to compulsory registration immediately after Completion and will apply for

registration as soon as reasonably practicable or b) it is registered for the purposes of VATA 1994; and

- 3.2.3 the Assignee shall comply with any notification requirements resulting from the sale and purchase of the IPR as required by Schedule 1 VATA 1994 or as otherwise required by law.
- 3.3 The Assignor will make available for collection on the date of this agreement the records referred to in section 49 of VATA 1994 so far as they are available and the Assignee agrees to preserve any such records collected from the Assignor for such period as may be required by law and during that period to permit the Assignor, the Administrators and any subsequently appointed liquidator(s) to inspect them in accordance with the terms of this Agreement.
- 3.4 If for any reason H.M. Revenue & Customs require VAT to be accounted for by the Assignor or the Administrators then the Assignee shall (against production of appropriate tax invoices) pay the amount of such VAT to the Administrators on or before the business day before the same is payable to HM Revenue & Customs by the Assignor and/or the Administrators plus any penalty interest costs or expenses incurred by the Assignor and/or the Administrators for late payment of VAT (save to the extent that such penalty, interest costs or expenses result from any delay by the Assignor and/or the Administrators in paying to H.M Revenue & Customs any monies so received from the Assignee)

4 TERMINATION OF THE LICENCE

- 4.1 The Licence shall terminate immediately and each of the Assignor and the Assignee shall be released from its respective obligations under the Licence on completion of this Agreement, including (without limitation) those obligations set out in clause 5 of the Licence.

5 ENTIRE AGREEMENT

- 5.1 This Agreement, and the documents referred to in it, constitutes the entire agreement and understanding of the parties and supersedes any previous agreement between the parties relating to the subject matter of this Agreement.
- 5.2 Each of the parties acknowledges and agrees that, in entering into this Agreement and the documents referred to in it, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this agreement or not) other than as expressly set out in this Agreement as a warranty or representation. The only remedy available to it for breach of such warranties or representations shall be for breach of contract under the terms of this Agreement. Nothing in this clause shall operate to limit or exclude any liability for fraud.

6 ADMINISTRATORS' LIABILITY

The Administrators are entering into and signing this Agreement as agents for the Assignor and neither they nor their agents or staff shall incur any personal liability whatsoever in respect of any matter referred to in this Agreement and, without prejudice to the generality of the foregoing, in respect of any of the obligations undertaken by the Assignor whether such liability would arise under the Insolvency Act 1986 or otherwise howsoever.

7 RIGHTS OF THIRD PARTIES

No term of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to it, but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.

8 GOVERNING LAW AND JURISDICTION

8.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England.

8.2 The parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

SIGNATURE PAGE

Roger Isaacs
 SIGNED by **ROGER ISAACS**)
 for and on behalf of **U4EA TECHNOLOGIES**)
LIMITED)
 ((IN ADMINISTRATION) as agent for)
 the assignor without personal liability)

Roger Isaacs

 (Signature)

Roger Isaacs
 SIGNED by **ROGER ISAACS**)
 as Joint Administrator without personal liability)

Roger Isaacs

 (Signature)

SIGNED by **JOHN POWER** – A DIRECTOR)
 for and on behalf of **SOUTHBURY LIMITED**)

John Power

 (Director)

SCHEDULE

The Patents

Patent Summary	Priority Date	Title of Invention	Region	App Number	Status	Notes on Significant Events
"Routing Device" application covering routing based on loss and delay information	23 April 1999	Network Management	Australia USA	4133700 09689298	GRANTED GRANTED	✓ (14 October 2004) PATENT NO 774260 ✓ (28 February 2006) PATENT NO 7,005,436
"Patent/Shaper" applications: Group of 7 patent applications covering some of the GOS components and technology (including Tokenpasser, and for example)	3 October 2000	Flow Control	China India Europe	00809400 4 IN/PCT/2001/01117	GRANTED GRANTED	✓ (17 June 2003) PATENT NO ZL00309400 4 ✓ (28 March 2007) Awaiting formal grant details
			Japan	6746314/2000	PENDING	✓ (27 May 2007) PATENT NO 1177089
			Brazil	P10009994-5	PENDING	✓ (28 March 2007) Awaiting formal grant details
			Canada	2,371,194	PENDING	✓ (28 March 2007) Awaiting formal grant details
			Europe	00964479.0	GRANTED	✓ (19 September 2007) PATENT NO 1327332 PWF instructed to start translation process in UK, Germany and France
			USA	10/405143	PENDING	✓ (19 September 2007) PATENT NO 1327332
		Conceptual Packet Lengths	Europe	00964487.2	PENDING	✓ (19 September 2007) PATENT NO 1327332
		Packet	USA	10/406823	PENDING	✓ (19 September 2007) PATENT NO 1327332
			Europe	00964504.5	PENDING	✓ (19 September 2007) PATENT NO 1327332

Sequence Control	USA	104406144	PENDING	
Allocating Priority Levels in Data Flow	Europe	009644832	GRANTED	✓ (15 August 2007) PATENT NO. 1325058 Brought into effect in UK, Germany and France Validated in Germany: 10 October 2007
Prioritising Data with Flow Control	USA	104407810	PENDING	
	Europe	009644831	GRANTED	✓ (6 September 2007) PATENT NO. 1327835 Brought into effect in UK, Germany and France Validated in Germany: 18 September 2007
Filtering Data Flow	USA	104407814	PENDING	
	Europe	009644818	GRANTED	✓ (1 August 2007) Patent no. 1327836 Brought into effect in UK, Germany and France Validated in Germany: 18 September 2007
Policing Data based on Load Profile	USA	104407148	PENDING	
	Europe	009644840	PENDING	
	USA	104406145	PENDING	
Priority Service Protection	Europe	068107827	PENDING	
	USA		PENDING	

USPTO application: Covers technology with potential wireless and VoIP applications

30 November 2004

SCHEDULE 2

LOAN NOTE

APPENDIX 1
LOAN NOTE
Southbury Limited

2009

Principal Amount of Loan Note (Note): [REDACTED]

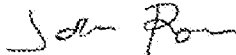
FOR VALUE RECEIVED, Southbury Limited (Borrower) whose registered office is at 7 Wellbeck Street, London W1G 8YE hereby promises to pay on first written demand to IJU Nominees Limited of IFSC House, Custom House Quay, Dublin 1 and Pdraig Harrington of c/o IJU Nominees Limited, IFSC House, Custom House Quay, Dublin 1, or their transferees and assigns in pounds sterling in immediately available funds at IFSC House, Custom House Quay, Dublin 1 the principal sum of £5,000,000 (in aggregate).

The parties hereto agree that this Note shall be interest free, that the benefit of it may be freely assigned and that it may be pre paid voluntarily in whole or in part by the Borrower.

This Note shall be governed by English law.

This Note has been executed as a deed and delivered on the date shown at the beginning of this deed.

SIGNED as a deed and DELIVERED by)
SOUTHBURY LIMITED)
acting by JOHN POWER, a director)
in the presence of)



Witness:

Signature: L. Power

Name: LESLEY POWER

Address: 35 HAVEN HILL

SUMMERCOVE

KINSALE

Occupation: SOFTWARE ENGINEER.

SIGNED as a deed and DELIVERED by)
IIU NOMINEES LIMITED) *John G. Bateson*
acting by *JOHN BATESON*, a director)
in the presence of)

Witness:

Signature: *Brandon Limbs*
Name: *Brandon Limbs*
Address: *1 Fsc House*
Custom House Quay
Dublin 1
Occupation: *Accountant*

SIGNED as a deed and DELIVERED by)
PADRAIG HARRINGTON)
in the presence of:)

Witness:

Signature:
Name:
Address:
.....
.....
Occupation:

SIGNED as a deed and DELIVERED by)
IIU NOMINEES LIMITED)
acting by , a director)
in the presence of)

Witness:

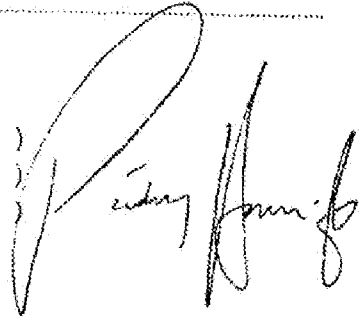
Signature:

Name:

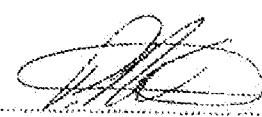
Address:

Occupation:

SIGNED as a deed and DELIVERED by)
PADRAIG HARRINGTON)
in the presence of:



Witness:

Signature: 

Name: PHILIP JAMES BARKER

Address: WELLESLEY COTTAGE, TRUMPI GREEN ROAD

VIRGINIA WATER, SURREY

GURS GML

Occupation: ACCOUNTANT