

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2851811

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY
CONVEYING PARTY DATA	
Name	Execution Date
SERIMNER HOLDING, S.A.	03/12/2010
ACCELERATOR TECHNOLOGY INVESTMENTS	03/12/2010
CARLOS CORDON	03/12/2010
ICT INTERNATIONAL CONSULTING AND TRADE SA	03/12/2010
CHRISTOPHE GUIGNARD	03/12/2010
CECILIA SETTERDAHL	03/12/2010
IVAR HAFSETT	03/12/2010
RECEIVING PARTY DATA	
Name:	CIDWAY TECHNOLOGIES LTD.
Street Address:	BRENTMEAD HOUSE, BRITANIA ROAD
City:	LONDON
State/Country:	UNITED KINGDOM
Postal Code:	N12 9RU
PROPERTY NUMBERS Total: 7	
Property Type	Number
Patent Number:	6957185
Patent Number:	7565297
Patent Number:	8225391
Patent Number:	8645708
Patent Number:	8132012
Application Number:	12335284
Application Number:	12350010
CORRESPONDENCE DATA	
Fax Number:	(602)382-6070
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	602-382-6284
Email:	dcpalan@swlaw.com, matanacio@swlaw.com
Correspondent Name:	SNELL & WILMER L.L.P.
Address Line 1:	400 EAST VAN BUREN STREET

PATENT

Address Line 2:	DAVID O. CAPLAN
Address Line 4:	PHOENIX, ARIZONA 85004-2202

ATTORNEY DOCKET NUMBER:	66343.00001
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NAME OF SUBMITTER:	DAVID O. CAPLAN
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SIGNATURE:	/David O. Caplan/
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DATE SIGNED:	05/12/2014
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Total Attachments: 15

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BINDING MEMORANDUM OF UNDERSTANDING AMENDMENT AGREEMENT

between

ACCELERATOR TECHNOLOGY INVESTMENTS BSC (CLOSED)

and

THE MINORITY LENDERS

and

CIDWAY HOLDING SA

and

CIDWAY TECHNOLOGIES LIMITED

in replacement of the
Binding Memorandum of Understanding
dated 6 January 2010

Privileged and Confidential

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Appendices:

1. Binding Memorandum of Understanding
2. Investment Proposal
3. Convertible Loan Agreements
4. Security Agreements

THIS AGREEMENT (the "Agreement") is dated March 12, 2010

PARTIES

- (1) Accelerator Technology Investments BSC (Closed), incorporated and registered in the Kingdom of Bahrain with company number 58108 whose registered office is at 1st floor Bab Al Bahrain Building, Manama, Kingdom of Bahrain ("ATI");
- (2) the persons listed in Schedule 1 (the "Minority Lenders");
- (3) Cidway Holding SA, incorporated and registered in Switzerland with company number CH-550.1.045.708-8 whose registered office is at Avenue Just-Olivier 11, CH-1006 Lausanne, Switzerland; (the "Company"); and
- (4) Cidway Technologies Limited, incorporated and registered in the United Kingdom with company number 05654360 whose registered office is at Brentmead House, Britannia Rd, London N12 9RU, United Kingdom (the "Cidway Technologies"),

each referred to individually as "party" and collectively as "parties".

BACKGROUND

- (A) Under the Binding Memorandum of Understanding, the Lenders agreed to waive certain rights under their respective Convertible Loan Agreements, and Security Agreements, in order to facilitate the proposed purchase of certain assets of the Company by Moondust Investments a.t.o. Finles Pensionenbureau B.V. (the "Moondust Acquisition").
- (B) The Moondust Acquisition proposal will no longer proceed.
- (C) By reason of a decision of the Board of Directors on February 25th, 2009 and subsequent approval by the majority of Shareholders in a consultative vote on February 28th the Company has now accepted an offer for further investment in the Cidway Holding group of companies by ATI in accordance with the Investment Proposal (the "Transaction").
- (D) In order to facilitate the Transaction, the Lenders agree to terminate the Binding Memorandum of Understanding and to waive certain rights under their respective Convertible Loan Agreements and Security Agreements, by way of amendments to the same, on the terms and conditions of this Agreement.

AGREED TERMS

1. INTERPRETATION

1.1 In this Agreement:

"Binding Memorandum of Understanding" means the agreement between the parties dated 6 January 2010, a copy of which is appended hereto;

"CHF" means Swiss francs;

"Completion Date" has the meaning given in clause 3;



"Conversion Rate" has the meaning given in clause 5.1;

"Convertible Loans" means the conversion loans and accumulated interests provided to the Company by the respective Lenders under the Convertible Loan Agreements, and each such loan shall hereinafter be referred to as a "Convertible Loan";

"Convertible Loan Agreements" means the following convertible loan agreements:

- a) between the Company and ATI dated 12 January 2009;
- b) between the Company and Serimner Holding SA dated 12 January 2009;
- c) between the Company and Serimner Holding SA dated 01 February 2009;
- d) between the Company and Cecilia Setterdahl dated 01 February 2009;
- e) between the Company and Ivar Hafsett dated 02 February December 2009;
- f) between the Company and Carlos Cordon dated 12 January 2009;
- g) between the Company and ICT SA dated 12 January 2009; and
- h) between the Company and Christophe Guignard dated 12 January 2009,

copies of which are appended hereto;

"Effective Date" means the date of this Agreement;

"Investment Proposal" means the letter from Accelerator Technology Holdings to the Company dated 25 February 2010, a copy of which is appended hereto;

"Lenders" means ATI and the Minority Lenders;

"Liens" has the meaning given in clause 6.1; and

"Security Agreements" means those security agreements entered into by the Lenders, the Company and Cidway Technologies dated 12 January 2009 pursuant to which Cidway Technologies agreed to grant a lien over its IP assets in order to secure the obligations of the Company under the Convertible Loan Agreements. Copies of the Security Agreements are appended hereto.

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.

2. TERMINATION OF BINDING MEMORANDUM OF UNDERSTANDING

The parties hereby terminate the Binding Memorandum of Understanding and replace it with this Agreement as of the Effective Date.

3. EXTENSION OF THE TERM OF THE CONVERTIBLE LOAN AGREEMENTS

The Company and the Lenders agree to extend the Term (as defined in the respective Convertible Loan Agreements) of each of the Convertible Loans to the date on which ATI has paid the total sum of CHF 1,500,000 to Cidway Security SA in consideration for the issuance of shares in the capital of Cidway Security SA which shall, in any event, be no later than 30 June 2010 (the "Completion Date").

4. AGREEMENT NOT TO CONVERT LOANS

The Lenders agree not to convert the Convertible Loans prior to the Completion Date.

5. CONVERSION OF LOANS ON COMPLETION DATE

5.1 The Minority Lenders agree to convert their respective Convertible Loans and accumulated interests on the Completion Date at a conversion rate of CHF 0.4 per share (the "Conversion Rate") and this Agreement shall be deemed to be notice to the Company that they seek to convert their shares accordingly.

5.2 On the Completion Date, the Company will convert the Convertible Loans of the Minority Lenders into shares at the Conversion Rate. The Minority Lenders undertake to sign and execute any document that may be necessary to convert the Convertible Loans and generally undertake to execute any action that is required for the proper performance of the conversion.

6. WAIVER OF LIENS

6.1 The Minority Lenders agree to waive their liens held over assets of Cidway Technologies and/or any other assets of Cidway Holding SA or any entity controlled or otherwise linked to Cidway Holding SA, in accordance with their respective Security Agreements (the "Liens") upon the Completion Date.

6.2 ATI agrees to waive its Lien upon the date of repayment of its Loans by set-off with the purchase price for shares in Cidway Security SA.

6.3 The Lenders undertake to sign and execute any document that may be necessary to withdraw the Liens from any register and generally undertake to execute any action that is required for the proper performance and registration of the waiver.

7. CONTINUATION OF RIGHTS

7.1 In the interim period from the signing of this Agreement to the Completion Date, the Lenders shall continue to enjoy all rights and obligations and the Company shall continue to be held responsible to observe all rights afforded to the Lenders as part of the Convertible Loan Agreements and Security Agreements other than as specifically set out in this Agreement.

7.2 The parties agree that, in the event that Completion Date does not occur by 30 June 2010, the respective rights of the Lenders under the Convertible Loan Agreements and the Security Agreements shall remain unchanged, including all rights for conversion, and the Liens shall remain in place.

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8. ASSIGNMENT

This Agreement may not be assigned by any party without the prior written agreement of the other parties.

9. WHOLE AGREEMENT

9.1 This Agreement, and any documents referred to in it, constitute the whole agreement between the parties and supersede any arrangements, understanding or previous agreement between them relating to the subject matter they cover.

9.2 Each party acknowledges that in entering into this Agreement, and any documents referred to in it, it does not rely on, and shall have no remedy in respect of, any statement, representation, assurance or warranty of any person other than as expressly set out in this Agreement or those documents.

9.3 Nothing in this clause operates to limit or exclude any liability for fraud.

10. VARIATION AND WAIVER

10.1 Any variation of this Agreement shall be in writing and signed by or on behalf of all parties.

10.2 Any waiver of any right under this Agreement is only effective if it is in writing, and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given and shall not prevent the party who has given the waiver from subsequently relying on the provision it has waived.

10.3 No failure to exercise or delay in exercising any right or remedy provided under this Agreement or by law constitutes a waiver of such right or remedy or will prevent any future exercise in whole or in part thereof.

10.4 No single or partial exercise of any right or remedy under this Agreement shall preclude or restrict the further exercise of any such right or remedy.

10.5 Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.

10.6 A party that waives a right in relation to one party, or takes or fails to take any action against that party, does not affect its rights in relation to any other party.

11. NOTICE

11.1 All notifications and communications which are made in connection with this Agreement shall be made in writing and sent by fax and registered mail (return receipt requested) to the addresses each party may from time to time indicate to the other parties by sending them a notice to this effect, in accordance with the provisions of this clause 11.

11.2 A notice is deemed to have been received:

(a) in the case of a fax, at the time of transmission; or

(b) in the case of registered mail, two days from the date of posting.

12. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which is an original and which together have the same effect as if each party had signed the same document.

13. LANGUAGE

If this Agreement is translated into any language other than English, the English language text shall prevail.

14. SEVERANCE

14.1 If any provision of this Agreement (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

14.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

15. THIRD PARTY RIGHTS

This Agreement and the documents referred to in it are made for the benefit of the parties to them and their successors and permitted assigns, and are not intended to benefit, or be enforceable by, anyone else.

16. GOVERNING LAW AND JURISDICTION

16.1 This Agreement and any disputes or claims arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the law of Lausanne, Switzerland.

16.2 Any dispute, controversy or claim arising out of or in relation to this Agreement, including the validity, invalidity, breach or termination thereof, shall be of the exclusive jurisdiction of the ordinary courts of Lausanne, Switzerland.

This Agreement has been entered into on the date stated at the beginning of it.



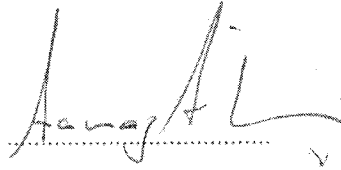
SCHEDULE 1 MINORITY LENDERS

Name	Address
Mrs. Cecilia Setterdahl	Rue de l'Evole 128, 2000 NeuSwitzerlandatel, Switzerland
Mr. Ivar Hafsett	Chemin de la Cure 57, 1008 Jouxkens-Mezery, Switzerland
Mr. Carlos Cordon	Ch de Primerose 15, 1007 Lausanne, Switzerland
Serimner Holding SA	Case Postale 3104, 2001 Neuchatel, Switzerland
ICT SA	Grand-Rue 37, Case postale 264, 1110 Morges, Switzerland
Mr. Christophe Guignard	Grand-Rue 8, 1110 Morges, Switzerland

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EXECUTED BY THE PARTIES

Signed by Fawaz Zu'bi
for and on behalf of Accelerator
Technology Investments BSC (Closed)
[ATI]



Signed by Gustavo Racioppi
for and on behalf of
Cidway Holding SA

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Signed by Cecilia Setterdahl

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Signed by Ivar Hafsett

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Signed by Carlos Cordon

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Signed by Michael Setterdahl
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ICT SA

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Signed by Christophe Guignard

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Signed by Rune Andersson
for and on behalf of
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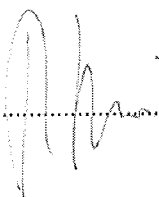
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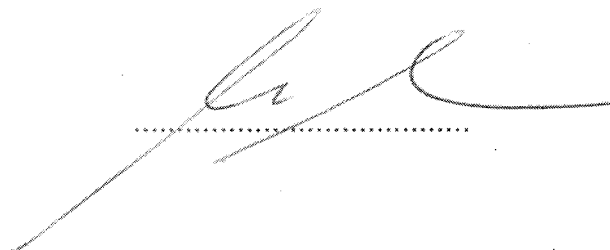
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Signed by Ivar Hafsett

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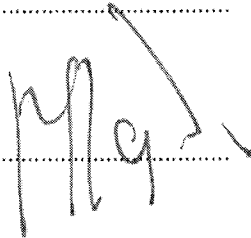
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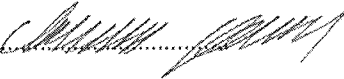
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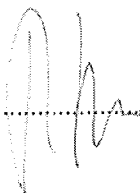
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