

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT2975511

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
SORRENTO NETWORKS I. INC	08/08/2014
RECEIVING PARTY DATA	
Name:	COMTEK NETWORK SYSTEMS (UK) LTD
Street Address:	UNIT 108 TENTH AVENUE
Internal Address:	DEESIDE INDUSTRIAL PARK
City:	DEESIDE
State/Country:	UNITED KINGDOM
Postal Code:	CH5 2UA
PROPERTY NUMBERS Total: 16	
Property Type	Number
Patent Number:	6151336
Patent Number:	6298103
Patent Number:	6366376
Patent Number:	6392790
Patent Number:	6400478
Patent Number:	6731830
Patent Number:	6795316
Patent Number:	6804116
Patent Number:	6847787
Patent Number:	6965561
Patent Number:	6366373
Application Number:	09825591
Application Number:	09828328
Application Number:	09779011
Application Number:	09792786
Application Number:	09820572
CORRESPONDENCE DATA	
Fax Number:	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>	
PATENT	

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: +44 1244 280 390
Email: phil.bartlett@comtek.co.uk
Correspondent Name: PHIL BARTLETT
Address Line 1: UNIT 108 TENTH AVENUE
Address Line 2: , DEESIDE INDUSTRIAL PARK
Address Line 4: DEESIDE, UNITED KINGDOM CH5 2UA

NAME OF SUBMITTER:	PHIL BARTLETT
SIGNATURE:	/PBartlett/
DATE SIGNED:	08/11/2014
	This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 13

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FORECLOSURE SALE AGREEMENT

This FORECLOSURE SALE AGREEMENT (the "Agreement") is entered into as of August 7, 2014 by and between BRIDGE BANK, N.A. ("Seller") and COMTEK NETWORK SYSTEMS (UK) LTD. ("Transferee").

RECITALS

A. SORRENTO NETWORKS I, INC., a Delaware corporation ("Borrower") borrowed funds from Seller pursuant to that certain Business Financing Agreement by and between Seller and Borrower (as amended from time to time, the "Loan Agreement").

B. Certain Events of Default have occurred and exist under the Loan Agreement. Seller has delivered a Notice of Default to Borrower.

C. Seller has the right to enforce all of its remedies against Borrower and the Collateral as defined in the Loan Agreement.

D. On February 28, 2014, Seller exercised its post-default rights to possession under the California Commercial Code with respect to the Collateral.

E. On February 28, 2014, Seller delivered to Borrower and all parties entitled to receive the same a Notice of Disposition of Collateral ("Notice of Sale"), in the form attached hereto as Exhibit "A," and

F. Subject to the terms and conditions of this Agreement, Seller has agreed to sell, transfer, assign and convey to Transferee, or one or more of its affiliates, all of Borrower's right, title and interest in the Collateral identified on Schedule 1 to Exhibit "B" hereto (the "Transferred Assets").

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Transferee and Seller hereby agree as follows:

1. Sale of Transferred Assets. Upon the terms and subject to the conditions of this Agreement, in consideration of and in exchange for Seller's receipt of the Purchase Price defined in Section 2 herein, Seller agrees, on the Closing Date (as defined herein), irrevocably to sell, transfer, assign, convey, and set over to Transferee, and Transferee hereby agrees to purchase from Seller, all of Borrower's right, title and interest in the Transferred Assets, "as is," "where is," and "if is" with all faults, without warranties and representations whatsoever except for the representations and warranties set forth in Section 7 below. On the Closing Date, Seller shall execute and deliver to Transferee a Bill of Sale, substantially in the form attached hereto as Exhibit "B."

2. Purchase Price. As consideration for the sale, transfer, and conveyance of the Transferred Assets by Seller, Transferee agrees to pay at Closing (as defined below) SEVENTY

FIVE THOUSAND DOLLARS (\$75,000.00) (the "Purchase Price") for all of the Transferred Assets.

3. Closing. Subject to satisfaction of the conditions precedent set forth in Sections 5 and 6 below, the closing of the sale (the "Closing") will be held on August 15, 2014, or immediately following satisfaction or waiver (by the party for whose benefit such condition exists) of the conditions set forth in Sections 5 and 6. The date on which the Closing is consummated is referred to herein as the "Closing Date."

4. Delivery of Possession. Seller shall cause delivery of control or possession of the Transferred Assets to Transferee. Seller will, at the request of Transferee, arrange for the transportation of the Agile server identified on Schedule 1, provided, however, that all shipping costs shall be borne directly by Transferee and Transferee shall assume all risk of loss post-Closing.

5. Seller's Conditions Precedent. Seller's obligations to consummate the Closing shall be conditioned upon the satisfaction or waiver of the following:

- (a) The representations, warranties, and covenants of Transferee made herein shall have been true when made and at all times after the date when made, to and including the Closing Date, with the same force and effect as if made on and as of each such times, including the Closing Date;
- (b) Transferee shall have paid the Purchase Price; and
- (c) The Closing occurs on or before August 15, 2014.

6. Transferee's Conditions Precedent. Transferee's obligations to consummate the Closing shall be conditioned upon the satisfaction or waiver of the following:

- (a) The representations, warranties, and covenants of Seller made herein shall have been true when made and at all times after the date when made, to and including the Closing Date, with the same force and effect as if made on and as of each such times, including the Closing Date;
- (b) Seller shall have executed and delivered to Transferee a Bill of Sale with respect to the Transferred Assets; and
- (c) Seller shall have delivered to Transferee possession and/or control of the Transferred Assets.

7. Representations and Warranties of Seller. Except as to Seller's representations and warranties as to due authority and the like as expressly provided below, the Transferred Assets are being sold "as is," "where is" and "if is," with all faults and with no express or implied representations or warranties of any kind, nature, or type whatsoever from, or on behalf of, Seller, including, without limitation, any implied representation or warranty as to



merchantability or fitness for use. Notwithstanding the foregoing, Seller represents and warrants to Transferee, as follows:

- (a) Seller (i) is duly organized, validly existing, and in good standing under the laws of its jurisdiction of organization and (ii) has all requisite organizational power and authority to execute, deliver, and perform the transactions contemplated hereby.
- (b) The execution, delivery, and performance by Seller of this Agreement and the consummation of the transaction contemplated hereby are within the power of Seller and have been duly authorized by all necessary actions on the part of Seller. The execution of this Agreement by Seller constitutes, or will constitute, a legal valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, except as limited by bankruptcy, insolvency, or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity.
- (c) No consent, approval, authorization or order of, or registration or filing with, or notice to, any court or governmental agency or body having jurisdiction or regulatory authority over Seller (or any of its properties) is required for (i) Seller's execution and delivery of this Agreement (and each agreement executed and delivered by it in connection herewith) or (ii) the consummation by Seller of the transactions contemplated by this Agreement (and each agreement executed and delivered by it in connection herewith) or, to the extent so required, such consent, approval, authorization, order, registration, filing or notice has been obtained, made or given (as applicable) and is still in full force and effect.
- (d) (i) Immediately prior to consummation of the sale, Seller has a valid, enforceable and perfected lien upon and security interest in Borrower's right, title, and interest in the Transferred Assets; (ii) one or more defaults under the Loan Agreement have occurred and are continuing; (iii) Seller has not amended or modified any of the Loan Agreement or related documents so as to limit its right to enter into this Agreement with Transferee to sell and convey title to the Transferred Assets; (iv) Seller has the right and is entitled to enforce its security interest in accordance with the terms of this Agreement; (v) Seller has complied with all of the notice requirements of Part 6 of Article 9 of the Uniform Commercial Code applicable to the transactions contemplated by this Agreement; and (vi) the transactions contemplated by this Agreement constitute a disposition of collateral after default within the meaning of Section 9617 of the California Uniform Commercial Code.



- (e) Seller shall convey to Transferee, title and right of ownership to all of the Transferred Assets free and clear of any liens junior to the liens and security interests of Seller.

8. Representations and Warranties of Transferee. Transferee represents and warrants to Seller, as follows:

- (a) Transferee (i) is a duly organized, validly existing, and in good standing under the laws of its jurisdiction of organization; and (ii) has all requisite corporate power and authority to execute, deliver, and perform the transactions contemplated hereby.
- (b) The execution, delivery, and performance by Transferee of this Agreement and the consummation of the transaction contemplated hereby are within the power of and have been duly authorized by all necessary actions on the part of Transferee. The execution of this Agreement by Transferee constitutes, or will constitute, a legal valid and binding obligation of Transferee, enforceable against Transferee in accordance with its terms, except as limited by bankruptcy, insolvency, or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity.
- (c) No consent, approval, authorization or order of, or registration or filing with, or notice to, any court or governmental agency or body having jurisdiction or regulatory authority over Transferee (or any of its properties) is required for (i) Transferee's execution and delivery of this Agreement (and each agreement executed and delivered by it in connection herewith) or (ii) the consummation by Transferee of the transactions contemplated by this Agreement (and each agreement executed and delivered by it in connection herewith) or, to the extent so required, such consent, approval, authorization, order, registration, filing or notice has been obtained, made or given (as applicable) and is still in full force and effect.

9. Expenses. Except as provided in the next sentence, Transferee and Seller shall each bear its own expenses incurred in connection with the transactions contemplated by this Agreement. Notwithstanding the foregoing, if either party breaches this Agreement, the breaching party shall be responsible for the costs and expenses, including reasonable attorneys' fees, incurred by the other party in enforcing this Agreement against such breaching party by the non-breaching party.

10. Transfer Taxes. Transferee shall pay all sales, use, excise, stamp, documentary, filing, recording, transfer or similar fees or taxes or governmental charges, as levied by any taxing authority or governmental agency in connection with the transfer of Transferred Assets contemplated by this Agreement. Following the Closing Date, Seller hereby agrees to cooperate with Transferee as necessary for Transferee to comply with the requirements of this section.



11. Notices. Any notice or other communication provided for herein or given hereunder to a party hereto shall be in writing, and shall be deemed given when personally delivered to a party set forth below or three (3) days after mailed by first class mail, registered, or certified, return receipt requested, postage prepaid, or when delivered by nationally-recognized overnight delivery service, with proof of delivery, delivery charges prepaid, in any case addressed as follows:

(a) If to Transferee: Comtek Network Systems (UK) Ltd.

Unit 108, 10th Avenue (Zone 3)
Deeside Industrial Park
Deeside, CH5 2UA
Flintshire, United Kingdom
Attn: Paul Church, Commercial Director

(b) If to Seller: Bridge Bank, N.A.

Lori Edwards
Executive Vice President/Special Assets
Bridge Bank, N.A.
55 Almaden Blvd. Suite 400
San Jose, California 95113

12. Entire Agreement. This Agreement, together with the schedules and exhibits attached hereto, constitutes the entire agreement of the parties hereto regarding the purchase and sale of the Transferred Assets, and all prior agreements, understandings, representations and statements, oral or written, are superseded hereby.

13. Captions. Captions used in this Agreement are for convenience only, and do not affect the construction of this Agreement.

14. Counterpart Execution. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by email or facsimile transmission shall be effective as delivery of a manually executed counterpart thereof and shall be deemed an original signature for all purposes.

15. Severability. If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid or unenforceable provision had never been contained in this Agreement.

16. Further Assurances. At any time or from time to time after the Closing, without further consideration, Seller shall, at the request of Transferee, execute and deliver such further

instruments and documents as Transferee may reasonably request as may be reasonably necessary to evidence or effect the consummation of the transactions contemplated by this Agreement.

17. Amendments and Waivers. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by Transferee and Seller. No waiver by any party hereto of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

18. Choice Of Law And Venue. Agreement shall be governed by, and construed in accordance with, the internal laws of the State of California, without regard to principles of conflicts of law. Each of Seller and Transferee hereby submits to the exclusive jurisdiction of the state and Federal courts located in the State of California.

19. No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person or entity other than the parties hereto and their respective successors and permitted assigns.

20. Successor and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties named herein and their respective successors and permitted assigns. Neither party may assign its rights or interests hereunder without providing the other party with prior written notice; provided, however, that Transferee shall be entitled to assign its rights under this agreement to an entity wholly-owned by it. Neither party may delegate all or any of its obligations or duties hereunder, without the prior written consent of the other party.

IN WITNESS WHEREOF, Transferee and Seller have caused this Agreement to be executed as of the day and year first above written.

SELLER:

BRIDGE BANK, N.A.

By: Lori Edwards
Name: Lori Edwards
Its: Executive Vice President

PURCHASER:

COMTEK NETWORK SYSTEMS (UK)
LTD.

By: [Signature]
Name: ASKAR SHEIDANI
Its: CEO

[Signature]

EXHIBIT A

Notice of Disposition of Collateral

NOTIFICATION OF DISPOSITION OF COLLATERAL

TO: SORRENTO NETWORKS I, INC.

FROM: BRIDGE BANK, N.A.
55 Almaden Blvd.
San Jose, California 95113

DEBTOR: SORRENTO NETWORKS I, INC.
9137 East Mineral Circle, Suite 340
Centennial CO 80112

DATE: On or after March 10, 2014

PLACE: BRIDGE BANK, N.A.
55 Almaden Blvd.
San Jose, California 95113

PLEASE TAKE NOTICE THAT Bridge Bank, N.A. ("Secured Party") will dispose of all of its personal property collateral, including, but not limited to, the inventory, intellectual property, furniture, fixtures and equipment of the Debtor identified above, described more fully on Exhibit A annexed hereto (the "Collateral"), in one or more private sales sometime on or after March 11, 2014 (the "Private Sales").

PLEASE TAKE FURTHER NOTICE THAT any Collateral not sold pursuant to the Private Sales will be sold to the highest qualified bidder or bidders at public auction sale as follows:

Day and Date: April 16, 2014
Time: 10 O'clock A.M.
Place: 46724 Lakeview Blvd., Fremont, CA

PLEASE TAKE FURTHER NOTICE THAT the Debtor is entitled to an accounting of the unpaid indebtedness secured by the Collateral that the Secured Party intends to sell at the Private Sales referred to above. The Debtor may request an accounting by calling Lori Edwards at (408) 556-8365.

PLEASE TAKE FURTHER NOTICE THAT if you require more information about the proposed Private Sales of the Collateral, you may contact the Secured Party at the telephone number provided above.

February 28, 2014

BRIDGE BANK, N.A.
(Secured Creditor)



By: Lori Edwards
Its: Executive Vice President

EXHIBIT A

"Collateral" means all of Sorrento Networks I, Inc.'s ("Borrower") rights and interest in any and all personal property, whether now existing or hereafter acquired or created and wherever located, and all products and proceeds thereof and accessions thereto, including but not limited to the following (collectively, the "Collateral"): (a) all accounts (including health care insurance receivables), chattel paper (including tangible and electronic chattel paper), inventory (including all goods held for sale or lease or to be furnished under a contract for service, and including returns and repossessions), equipment (including all accessions and additions thereto), instruments (including promissory notes), investment property (including securities and securities entitlements), documents (including negotiable documents), deposit accounts, letter of credit rights, money, any commercial tort claim of Borrower which is now or hereafter identified by Borrower or Lender, general intangibles (including payment intangibles and software), goods (including fixtures) and all of Borrower's books and records with respect to any of the foregoing, and the computers and equipment containing said books and records; and (b) any and all cash proceeds and/or noncash proceeds thereof, including without limitation, insurance proceeds, and all supporting obligations and the security therefore or for any right to payment.

PROOF OF SERVICE

I am employed in the County of San Francisco, State of California. I am over the age of 18 and not a party to the within action. My business address is at BUCHALTER NEMER, A Professional Corporation, 55 Second Street, Suite 1700, San Francisco, CA 94105-3493.

On the date set forth below, I served the foregoing document described as:

• **NOTIFICATION OF DISPOSITION OF COLLATERAL**

on all other parties and/or their attorney(s) of record to this action by ☐ faxing and/or ☒ placing a true copy thereof in a sealed envelope as follows:

SORRENTO NETWORKS I, INC.
9137 East Mineral Circle, Suite 340
Centennial, CO 80112

Christian C. Onsager
ONSAGER | GUYERSON | FLETCHER | JOHNSON
1801 Broadway, Suite 900
Denver, Colorado 80202

Lori Edwards
Executive Vice President
BRIDGE BANK
Special Assets Group
55 Almaden Boulevard, Suite 100
San Jose, CA 95113

☒ **BY MAIL** I am readily familiar with the business' practice for collection and processing of correspondence for mailing with the United States Postal Service. The addresses shown above are the same as shown on the envelope. The envelope was placed for deposit in the United States Postal Service at Buchalter Nemer in San Francisco, California on February 28, 2014. The envelope was sealed and placed for collection and mailing with first-class prepaid postage on this date following ordinary business practices.

☒ I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct to the best of my knowledge. Executed on February 28, 2014, at San Francisco, California.

☒ I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made. Executed on February 28, 2014, at San Francisco, California.

Michael J. McIntosh

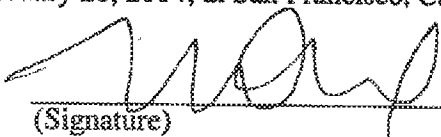

(Signature)

EXHIBIT B

Bill of Sale

UCC BILL OF SALE

BRIDGE BANK, NATIONAL ASSOCIATION ("Seller"), hereby sells, transfers and conveys, pursuant to California Commercial Code Section 9610, the intellectual and personal property of SORRENTO NETWORKS I, INC. described on Schedule 1 hereto (the "Assets") to COMTEK NETWORK SYSTEMS (UK) LTD. ("Buyer").

This Bill of Sale is delivered pursuant to that certain Foreclosure Sale Agreement between Buyer and Seller dated August __, 2014. Title to the Assets so transferred is free and clear of liens and encumbrances, but otherwise sold "as is, where is, and if is" with all faults and without warranty or representation whatsoever, express or implied, including any warranty as merchantability or fitness for use. Buyer shall be liable for all sales and/or use taxes and registration fees, if any, and hold Seller free of claims with respect thereto.

Dated: August __, 2014

BRIDGE BANK, NATIONAL
ASSOCIATION

By: _____
Name: _____
Title: _____

SCHEDULE 1

(as to each category of Assets below, as such existed as of
August __, 2014 at 5 o'clock p.m., Pacific Time)

1. Intellectual Property. All U.S. patents, patent applications and trademarks of Sorrento Networks I, Inc. ("Sorrento"), and means any and all rights throughout the universe, whether now known or hereafter identified, tangible or intangible, published or unpublished, registered, registrable or perfected: (i) associated with works of authorship, including database rights, copyrights and moral rights and rights in derivative works, (ii) in and to trade secrets and confidential information, including know-how, concepts, processes, formulae, patterns, molds, tooling, data, engineering data, and algorithms (iii) in each case, including all rights or forms of protection having equivalent or similar effect anywhere in the world, along with all corresponding registrations, applications for registration and renewals and (iv), recognizable and protectable under U.S. Law, and (iv) in any proprietary rights similar thereto.
2. Fixed Assets. The Dell PowerEdge 2950 server having Serial No. 8VDW4G1 and bearing a label of SRN-AGILE1 (excluding software license); list of Sorrento sales by customer and by product from January 2008 through January 2014; customer contact information from the Sorrento accounting system, and a listing of all Sorrento maintenance contracts and prices in effect as of December 31, 2013. For the avoidance of doubt, Fixed Assets does not include inventory, accounts receivable, cash, general intangibles (other than Intellectual Property) or any tangible property located outside of the United States.