

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	09/22/2014
CONVEYING PARTY DATA	
Name	Execution Date
POSITRON TELECOMMUNICATIONS SYSTEMS, INC.	09/22/2014
RECEIVING PARTY DATA	
Name:	CERINET USA, INC.
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PROPERTY NUMBERS Total: 7	
Property Type	Number
Patent Number:	8433967
Application Number:	12772120
Application Number:	13313940
Application Number:	13313941
Application Number:	13393145
Application Number:	13313946
Application Number:	13313949
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SIGNATURE:	/Louis M. Heidelberg/

DATE SIGNED:	03/16/2015
Total Attachments: 4 source=Positron to Cerinet Assign#page1.tif source=Positron to Cerinet Assign#page2.tif source=Positron to Cerinet Assign#page3.tif source=Positron to Cerinet Assign#page4.tif	

PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT ("Patent Assignment"), dated as of SEPT. 22, 2014, is made by Positron Telecommunication Systems, Inc. having its principal place of business at 5101 Buckhorn St., Suite 220, Montreal, QC, Canada H4P 1K9 ("Assignor"), in favor of Cerinet USA, Inc., 620 Marshall Street, Lexington, VA, 24430 USA ("Assignee"), pursuant to that certain Patent Assignment and Partnership Agreement dated of even date herewith (the "Acquisition Agreement").

WHEREAS, under the terms of the Acquisition Agreement, Assignee has conveyed, transferred and assigned to Assignor, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this Patent Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office;

NOW THEREFORE, the parties as follows:

1. Assignment. In consideration for the execution of the Acquisition Agreement, the payment of the consideration stipulated in the Acquisition Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignor all of Assignor's right, title and interest in and to the following (the "Assigned Patents"):

(a) the patents and patent applications set forth in Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the "Patents");

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect or otherwise recover any such

3. Terms of the Acquisition Agreement. The terms of the Acquisition Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned Patents are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Acquisition Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Acquisition Agreement and the terms hereof, the terms of the Acquisition Agreement shall govern.

4. Counterparts. This Patent Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Patent Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Patent Assignment.

5. Successors and Assigns. This Patent Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Patent Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Patent Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Virginia, without giving effect to any choice or conflict of law provision or rule (whether of the State of Virginia or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, Assignor has duly executed and delivered this Patent
Assignment as of the date first above written.

ASSIGNOR:

POSITION TELECOMMUNICATION
SYSTEMS INC

By: 

Name: R. WEISER

Title: CEO



EXHIBIT "A"

ASSIGNED PATENTS AND PATENT APPLICATIONS

The following United States patents and applications and families including divisional patents, continuations, counterparts and any other related applications in the world.

Title	Application No	Application Date	Publication No	Publication Date	Pat./Reg. No.	Grant Date
SYSTEMS AND METHODS FOR PROVIDING A CLIENT-SIDE APPLICATION PROGRAMMING INTERFACE TO ACCESS A NETWORKED TELECOMMUNICATION RESOURCE	12/772119	4/30/2010	2011-0271289	11/3/2011	8473987	6/25/2013
SYSTEMS AND METHODS FOR PROVIDING A CLIENT-SIDE APPLICATION PROGRAMMING INTERFACE AND TELEPHONY AND PRIVATE BRANCH EXCHANGE SERVICES VIA AN ETHERNET ADAPTER	12/772120	4/30/2010	2011-0268105	11/3/2011		
SYSTEMS AND METHODS FOR PROVIDING A CLIENT-SIDE APPLICATION PROGRAMMING INTERFACE TO ACCESS A NETWORKED TELECOMMUNICATION RESOURCE	PCT/IB2011/001369	4/28/2011	WO2011/135457	11/3/2011		
SYSTEMS AND METHODS FOR PROVIDING VIDEO CONFERENCING SERVICES VIA AN ETHERNET ADAPTER	13/313940	12/7/2011	2013-0147800	6/13/2013		
SYSTEMS AND METHODS FOR VIDEO ENABLING PBX SYSTEMS WITHOUT A SIP STACK	13/313941	12/7/2011	2013-0147901	6/13/2013		
SYSTEMS AND METHODS FOR PROVIDING SECURITY FOR SIP AND PBX COMMUNICATIONS	13/313945	12/7/2011	2013-0152153	6/13/2013		
SYSTEMS AND METHODS FOR MAPPING A URI TO A PLURALITY OF ENDPOINTS FOR A SIP COMMUNICATION	13/313948	12/7/2011	2013-0147802	6/13/2013		
SYSTEMS AND METHODS FOR TRANSLATING MULTIPLE CLIENT PROTOCOLS VIA A CONFERENCE BRIDGE	13/313949	12/7/2011	2013-0151623	6/13/2013		