

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3275632

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	MOBILE COHESION LIMITED	04/11/2008
RECEIVING PARTY DATA		
Name:	AEPONA LIMITED	
Street Address:	INTERPOINT BUILDING	
Internal Address:	20-24 YORK STREET	
City:	BELFAST	
State/Country:	IRELAND	
Postal Code:	BT15 1AQ	
PROPERTY NUMBERS Total: 2		
	Property Type	Number
	PCT Number:	EP2003011417
	PCT Number:	IE2005000148
CORRESPONDENCE DATA		
Fax Number:	(612)677-3572	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	6122369923	
Email:	jkathman@cpaglobal.com	
Correspondent Name:	JENNY KATHMAN	
Address Line 1:	C/O CPA GLOBAL	
Address Line 2:	P.O. BOX 52050	
Address Line 4:	MINNEAPOLIS, MINNESOTA 55402	
ATTORNEY DOCKET NUMBER:	G01212 - AEPONA	
NAME OF SUBMITTER:	JENNY KATHMAN	
SIGNATURE:	/Jenny Kathman/	
DATE SIGNED:	03/20/2015	
Total Attachments: 18		
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DATED _____ **2008**

(1) **MOBILE COHESION LIMITED**

(2) **AEPONA LIMITED**

**DEED OF ASSIGNMENT OF
INTELLECTUAL PROPERTY RIGHTS**



THIS DEED OF ASSIGNMENT is dated _____ 2008

PARTIES

- (1) **MOBILE COHESION LIMITED** incorporated and registered in Northern Ireland with company number NI 1041981 whose registered office is at Unit 8B Weavers Court, Linfield Road, Belfast BT12 5GH ("Assignor"); and
- (2) **AEPONA LIMITED** incorporated and registered in Northern Ireland with company number NI 036899 whose registered office is at Interpoint Building, 20-24 York Street, Belfast BT15 1AQ ("Assignee").

BACKGROUND

- (A) The Assignor has created the Work.
- (B) The Assignor has agreed to assign to the Assignee all Intellectual Property Rights (as defined below) on the terms set out below.

AGREED TERMS

1. INTERPRETATION

The definitions in this Clause apply in this Deed of Assignment.

"Assignee's Group" means the Assignee and/or any subsidiary or holding company of the Assignee and/or any subsidiary of such holding company;

"Assignor's Solicitors Account" means Ulster Bank Limited, 10-12 Lombard Street, Belfast, BT1 1BH, Account Name: Tughans Client Account, Account No: 00115415, Sort Code: 98 00 40;

"Completion Date" means 5pm on the date of this Agreement;

"Domain Names" means the domain names

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www.mobilecohesion.com, mobilecohesion.co.uk
and 3prm.com;

“Hardware”

means the hardware more particularly set out in
Schedule 5;

“Hydra Software”

means the software listed in Schedule 1

“Intellectual Property”

means all rights of industrial or intellectual
property (excluding the Third Party Components)
including (but without limitation):

- (a) letters patent, trade marks, service marks,
trade names, business names, registered
designs, patents, utility models,
copyrights and related rights, domain
names, rights in goodwill or to sue for
passing off, unfair competition rights,
and applications for any of the above and
the right to apply for these or similar
rights in any country;
- (b) any inventions, discoveries,
improvements, processes, formulae, trade
secrets, software rights (including,
without limitation, all rights in both
finalised software and software under
development), source code and related
documentation, technology and know-
how (whether patentable or not), data,
drawings, designs, design documents,
specifications, rights in confidential
information and technical information of
all kinds.

“Intellectual Property Rights”

means all rights of the Assignor on the

Completion Date in the Registered IPRs and in Intellectual Property owned or held by the Assignor on the Completion Date (including, without limitation, all Intellectual Property in the Work or otherwise related to the Assignor's business, the Domain Names and the Unregistered Marks set out in Schedule 3);

“Licence Revenues”

means the licence revenues (excluding VAT or other sales tax) paid to the Assignee's Group by any third party relating exclusively to the licensing by the Assignee's Group of the Hydra Software in the period from the day following the Completion Date until 31 December 2009;

“Registered IPRs”

means the applications for, and registrations of, the intellectual property rights set out in Schedule 2, of which the Assignor is the proprietor;

“Revenues”

means the Services Revenues and the Licence Revenues;

“Services Revenues”

means the sales revenues (excluding VAT or other sales tax) paid to the Assignee's Group by any third party exclusively for provision of all professional installation, integration, maintenance, support, assistance and development services by the Assignee's Group in relation to the Hydra Software in the period from the day following the Completion Date until 31 December 2009;

“Third Party Components”

means all software, software components, source code or other third party intellectual property rights owned by a third party and combined or used in conjunction with all or part of the Work

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as at the Completion Date, all as listed in Schedule 4:

“Work”

means all software designed or developed by the Assignor in the course of its business (including, without limitation, all versions of the Hydra™ Software) together with all features and components thereof and related thereto created at any time by or on behalf of the Assignor, including without limitation all preparatory work, documentation, specifications, code, tools and libraries created or used in the course of the design, development or enhancement thereof.

2. ASSIGNMENT & DELIVERY

2.1 Pursuant to and for the consideration set out in Clause 3 below, the Assignor (as sole legal and beneficial owner) hereby assigns to the Assignee the following rights:

- (a) the Intellectual Property Rights;
- (b) all goodwill attaching to the registered trade marks listed in Part 1 of Schedule 2 (“**Registered Trade Marks**”) and the marks listed in Schedule 3 (“**Unregistered Marks**”); and
- (c) all rights in and to the Hardware;
- (d) the right to sue for damages and other remedies for any infringement of any of the rights listed in this Clause 2.1 which occurred prior to the date of this Deed of Assignment.

2.2 On date of signing this Deed of Assignment, the Assignor will deliver to the Assignee in a form reasonably acceptable to the Assignee:

- (a) the Hardware; and
- (b) complete source code for the Work, including without limitation the project file systems for the Hydra Software.

3. CONSIDERATION

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- 3.1 In consideration for assignment to the Assignee of the rights set out in Clause 2 above, the Assignee shall pay the Assignor the following amounts:
- 3.1.1 £100,000.00 (exclusive of VAT) payable into the Assignor's Solicitors Account upon the date of signing this Deed of Assignment provided the Hardware and source code have been delivered pursuant to Clause 2.2; and
- 3.1.2 royalties based upon exploitation of the Hydra Software by the Assignee's Group following the date of this Deed of Assignment computed and payable as follows.
- (a) for all Revenues between £0.00 and £1,130,000.00 (inclusive) generated from exploitation of the Hydra Software, 20% of such Revenues;
 - (b) for all Revenues between £1,130,000.00 and £2,130,000.00 (inclusive) generated from exploitation of the Hydra Software:
 - (i) 50% of all Licence Revenues; and
 - (ii) 20% of all Services Revenues; and
 - (c) for all Revenues above (and including) £2,130,001.00 generated from exploitation of the Hydra Software:
 - (i) 35% of all Licence Revenues; and
 - (ii) 20% of all Services Revenues.

For the avoidance of doubt, royalties do not apply where only components or features of the Hydra Software are incorporated into the ~~Assignor~~Assignee's software.

- 3.2 in each case payable quarterly in arrears based on the amounts paid to the Assignee's Group under Clause 3.1.2 in the previous quarter. The Assignee shall keep and maintain true and accurate records of Revenues received by the Assignee's Group in connection with the licensing of the Hydra Software and the provision of professional support, assistance and development services by the Assignee's Group in relation to the Hydra Software pursuant to this Agreement for a period of three (3) years from the Competition Date. The Assignee will provide the Assignor with a quarterly report of Licence Revenues and Service Revenues and of royalties payable to the Assignor hereunder.

The Assignor shall be entitled to carry out audits from time to time in accordance with the provisions of this Clause to confirm that the Assignee has at all relevant times complied with its accounting and reporting obligations under this Agreement. Audits shall take place during the Assignee's ordinary business hours and shall be conducted to the extent possible without disruption to the Assignee's business. No such audit shall take place more than once in any quarter and each audit shall be subject to not less than ten (10) business days advance notice. The Assignee shall grant to the Assignor's duly appointed audit personnel the right of reasonable access to the Assignee's records for the purpose of carrying out such audit.

3.3 All payments to be made by the Assignee under this Clause 3 shall be made by telegraphic transfers to the Assignor's Solicitors Account.

4. PROCEEDINGS

The Assignor agrees and undertakes to provide to the Assignee (at its request) all reasonable assistance with any proceedings which may be brought by or against the Assignee against or by any third party relating to the rights assigned by this Deed of Assignment.

5. WARRANTIES

The Assignor warrants that as at the Completion Date:

- (a) Save as is provided in Clause 5 (c) the Work is its original work, and has not been copied wholly or substantially from any other source, and that (so far as the Assignor is aware) the use by the Assignee of the rights assigned to it will not infringe the rights of any third party;
- (b) the Assignor is the sole owner of all Intellectual Property Rights;
- (c) the Third Party Components comprise the only software, software components, source code or other third party intellectual property rights owned by a third party and combined or used in conjunction with or required for use of the Work as at the Completion Date;
- (c) the Registered IPRs have been maintained and are in force, and all renewal fees have been paid;
- (d) it has not (with the exception of those customer licences and escrow agreements which the Assignor, as at the Completion Date, has disclosed to the Assignee)



licensed or assigned any Intellectual Property Rights to any third party in any part of the world; and

- (e) the Intellectual Property Rights do not (so far as the Assignor is aware) infringe the statutory or common law rights of any third party.

6. FURTHER ASSURANCE

The Assignor shall do or procure to be done all such further acts and things, and execute or procure the execution of all such other documents, as the Assignee may from time to time reasonably require in order to give the Assignee the full benefit of this Deed of Assignment, whether in connection with any registration of title or other similar right or otherwise.

7. INDEMNITY

The Assignor shall indemnify the Assignee against all and any loss, damages or costs sustained by the Assignee arising out of any breach by the Assignor of any of its warranties under this Deed of Assignment. At the request of the Assignee and at the Assignor's own expense, it shall provide all reasonable assistance to enable the Assignee to resist any claim, action or proceedings brought against the Assignee as a consequence of that breach.

8. GOVERNING LAW AND JURISDICTION

- 8.1 This Deed of Assignment shall be governed by and construed in accordance with the laws of Northern Ireland.
- 8.2 Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of Northern Ireland over any claim or matter arising under or in connection with this Deed of Assignment.

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

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SCHEDULE 1

Hydra™ Software

The Hydra™ Software, except the Third Party Components, has been designed and developed in its entirety by the Assignor and is identified by the project file systems to be delivered to the Assignee pursuant to Clause 2.2 and the following **Hydra™**-specific build/installer scripts:

PRODUCT - Hydra (3.1.X/3.2.X)

Root Directory for Hydra Build Scripts:

Hydra/trunk/Dev/Build (3.2.X)

Hydra/branches/Hydra-3.1.X/Dev/Build (3.1.X)

Scripts/BuildHydra - checks out source, builds C++/Java code & stages files for installer generation

Scripts/BuildProjInstaller - generates Hydra Installer binary/wrapper scripts & transfers same to nightly integration machine(s)

Installer/HydraInstaller.xml - Installer file used to generate Hydra Installer for Hept

Installer/VerticalSliceInstaller.xml - Installer file used to generate Hydra Installer for M1/TDC

Installer/InternalRelease.template - Template file to customise elements of installers released to QA/externally

Installer/NightlyBuild.template - Template file to customise elements of installers used for nightly integration

Installer/autoinstall-full - InstallShield options file to allow unattended Hydra installs

Installer/autouninstall-full - InstallShield options file to allow unattended Hydra uninstalls

Installer/installHydra - template wrapper script for Hydra Installer - used to prepare system for installation

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Installer/uninstallHydra - template wrapper script for uninstalling Hydra - used to tidy up system following uninstallation

Installer/mobbluconblac.gif - Splashscreen for graphical version of Hydra Installer

NightInteg/RunTests - Provides interface for executing QA defined MUnit nightly tests

NightInteg/nightlyIntegration - Used to automatically install/uninstall & configure Hydra Installer on nightly integration machine(s)

PRODUCT - OnePMS

Root Directory for OnePMS Build Scripts:

OnePMS/trunk/Dev/Build

Scripts/BuildProj - checks out source, builds OnePMS code & stages files for installer generation

Scripts/BuildProjInstaller - generates OnePMS Installer binary/wrapper scripts & transfers same to nightly integration machine

Installer/OneInstaller.xml - Installer file used to generate OnePMS Installer

Installer/InternalRelease.template - Template file to customise elements of installers released to QA/externally

Installer/NightlyBuild.template - Template file to customise elements of installers used for nightly integration

Installer/installHydra - template wrapper script for OnePMS Installer - used to prepare system for installation

Installer/uninstallHydra - template wrapper script for uninstalling OnePMS - used to tidy up system following uninstallation

Installer/mobbluconblac.gif - Splashscreen for graphical version of OnePMS Installer

NightInteg/RunTests - Provides interface for executing QA defined nightly tests

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NightInteg/nightlyIntegration - Used to automatically install/uninstall & configure OnePMS Installer on nightly integration machine

PRODUCT - HutchPMS

Root Directory for OnePMS Build Scripts:

HutchPMS/trunk/Dev/Build

Scripts/BuildProj - checks out source, builds HutchPMS code & stages files for installer generation

Scripts/BuildProjInstaller - generates HutchPMS Installer binary/wrapper scripts & transfers same to nightly integration machine

Installer/HutchInstaller.xml - Installer file used to generate HutchPMS Installer

Installer/InternalRelease.template - Template file to customise elements of installers released to QA

Installer/HutchRelease.template - Template file to customise elements of installers released to customer

Installer/NightlyBuild.template - Template file to customise elements of installers used for nightly integration

Installer/installHydra - template wrapper script for HutchPMS Installer - used to prepare system for installation

Installer/uninstallHydra - template wrapper script for uninstalling HutchPMS - used to tidy up system following uninstallation

Installer/mobblueonblac.gif - Splashscreen for graphical version of HutchPMS Installer

NightInteg/RunTests - Provides interface for executing QA defined nightly tests

NightInteg/nightlyIntegration - Used to automatically install/uninstall & configure HutchPMS Installer on nightly integration machine

SCHEDULE 2

REGISTERED IPRs

Part 1. Registered trade marks

Trade mark	Jurisdiction	Registration number	Classes
MobileCohesion	United Kingdom	2327322	09, 37, 38 and 42
3PRM	United Kingdom	2386826	09

Part 2. Patent applications

Description	Jurisdiction	Patent number
A Gateway	European Patent Office	EP1836816
A Service Access Gateway	World Intellectual Property Organisation	WO2004036855

Part 3.

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SCHEDULE 3

UNREGISTERED MARKS

1. Mobile Cohesion
2. HYDRA
3. *HYRALIVE*
4. Hydra Service Provider Access Gateway

WB

SCHEDULE 4

THIRD PARTY COMPONENTS

C++

ACE/TAO 1.5
Boost 1.31.0
Gcc 3.3.3
Pathan 2.0.0
libWWW 5.4.0
log4sh 1.2.5
SQLAPI 3.7.18
StdC++ 5.0.5
Stlport 4.6.2
Xerces-c 2.7.0
Xalan-c 1.10.0
Apache Ant 1.6.5
Diameter

Oracle

Oracle Instant Client 10.2.0.1

GUI presentation

PHP 5.1.6
JpGraph1.17
VeraTIF 1.10
Apache w/ mod_php

System

Perl 5.8.7
netSnpmp

Java

Jboss 4.2.0 GA
Java SDK jdk 1.5.0_12

ant-contrib
antlr
asm-3.0
aspectj
axis2-1.3
cglib
cimd
diameter
dom4j-1.6.1
ehcache
fastinfoset
hibernate
j2eesdk-1_4_01
jakarta-commons
jasper
javamail-1.4
jaxb-ri-20070413
jgroups
jmock
jstl
junit
jwsdp-1.6
lingo
log4j
mina
nmp
ojdbc
opensmpp
quartz
saaj
saxon
slf4j
spring
xdoclet
xerces
xmlunit

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SCHEDULE 5

HARDWARE

<i>[DN: Hardware list to be inserted by Mobile Cohesion]</i> Machine Name	Machine Type	Supplier	No.
A, B, C, D & E	V20z	Sun	5
X4100a	X4100	Sun	1
builder1	SC 1425	Dell	1
V40zloan	V40z	Sun	1
V40zC	V40z	Sun	1
HPDL 1 -4	DL 380	HP	1
V240a	V240	Sun	1
V210a	V210	Sun	1
wind	X345	IBM	1
aqua	X345	IBM	1
raidA	Storeedge 3500	Sun	1
raidB	Storeedge 3500	Sun	1
various	TC2120	HP	18
various	e machine	e machine	13
V40za	V402	Sun	1
V40zb	V402	Sun	1
rock	X34j	IBM	1
Trial1	X305	IBM	1

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Trial2	X305	IBM	1
Picard	1650	Dell	1
various	390	Dell	2
various	dc7700p	HP	2
cxoff	1200	Transtec	1
silver	desktop	HP	1
black	Blade 150	Sun	1
emma	V120	Sun	1
-	Loadmaster	Loadmaster	1
-	Netvista	IBM	1
-	DMX	DMX	1
Lamb	evo	Compaq	1
Hick	evo	Compaq	1

Machine Type	Supplier	No.
A31p	IBM	2
R51	IBM	2
T41	IBM	1
Vostro	Dell	2
X41	IBM	1
X31	IBM	3
D830	Dell	1
T42p	IBM	1
8710w	HP	1
Viao	Sony	1

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EXECUTED as a **DEED** by
MOBILE COHESION LIMITED

acting by two of its directors or a director and the
company secretary



Director *Brian Cummings* 11/04/08

Director/Company Secretary

EXECUTED as a **DEED** by
AEPONA LIMITED

acting by two of its directors or a director and the
company secretary

Director

Director/Company Secretary

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Director

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Director



~~Director~~/Company Secretary