

PATENT ASSIGNMENT COVER SHEET

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CONVEYING PARTY DATA	
Name	Execution Date
ATX NETWORKS INC.	07/25/2008
RECEIVING PARTY DATA	
Name:	ATX NETWORKS CORP.
Street Address:	501 CLEMENTS ROAD W.
Internal Address:	SUITE 1
City:	AJAX
State/Country:	CANADA
Postal Code:	L1S 7H4
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7855896
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DATE SIGNED:	07/31/2015
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ATX NETWORKS INC.

- and -

ATX NETWORKS LTD.

- and -

ATX INCORPORATED and ATX HOLDINGS INC.

- and -

ATX NETWORKS CORP.

- and -

ATX NETWORKS, INC.

ASSET PURCHASE AGREEMENT

JULY 25, 2008

BLAKE, CASSELS & GRAYDON LLP

BEARD WINTER LLP

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ASSET PURCHASE AGREEMENT

This Agreement dated as of July 25, 2008 is made by and among **ATX NETWORKS CORP.**, an Ontario corporation (the "**Canadian Purchaser**"), **ATX NETWORKS, INC.**, a Florida corporation (the "**U.S. Purchaser**", and together with the Canadian Purchaser, the "**Purchasers**"), **ATX NETWORKS INC.**, a Canadian corporation (the "**Canadian Vendor**"), **ATX NETWORKS LTD.**, a Delaware corporation (the "**US Vendor**", and together with the Canadian Vendor, the "**Vendors**"), **ATX HOLDINGS INC.**, a Delaware corporation ("**ATX Holdings**"), and **ATX INCORPORATED**, a Canadian corporation ("**ATX**", and together with ATX Holdings, the "**Shareholders**").

RECITALS

- A. The Vendors carry on the business of designing, manufacturing, marketing, selling and distributing a broad range of radio-frequency management, optical management, digital and wireless products for the broadband service provider industry (the "**Business**") and are willing to sell the Purchased Assets to the Purchasers.
- B. The Canadian Purchaser desires to purchase the Canadian Assets from the Canadian Vendor, and the U.S. Purchaser desires to purchase the U.S. Assets from the U.S. Vendor, in each case on and subject to the terms and conditions contained in this Agreement.
- C. ATX Holdings owns all of the issued and outstanding shares of the U.S. Vendor, ATX is the ultimate parent company of the Vendors and ATX Holdings.

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by each Party, the Parties agree as follows:

**ARTICLE 1
INTERPRETATION**

1.1 **Definitions.** In this Agreement:

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"Canadian Assets" means the Purchased Assets of the Canadian Vendor.

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"Closing" means the completion of the purchase and sale of the Purchased Assets in accordance with the provisions of this Agreement.

"Closing Date" means August 15, 2008, or, if the conditions set forth in Section 5.1 have not been satisfied or waived on such date, on the date that is 5 Business Days after all such conditions have been satisfied or waived; provided that such date is not later than September 15, 2008.

"Closing Time" means the time of Closing on the Closing Date provided for in Section 4.1.

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“Intellectual Property” means all rights to and interests in:

- (a) all business names, trade names, corporate names, telephone numbers, domain names, domain name registrations, website names and worldwide web addresses and other communications addresses;
- (b) all inventions, patents, patent rights, patent applications (including all reissues, divisions, continuations, continuations-in-part and extensions of any patent or patent application);
- (c) all industrial designs and applications for and registration of industrial designs, design patents and industrial design registrations;
- (d) all trade-marks (whether used with wares or services and including the goodwill attaching to such trade-marks) and registrations and applications for registration of trade-marks and all trade dress, logos, slogans and brand names;
- (e) all copyright in all works (including software programs and databases) and database rights and registrations and applications for registrations of copyright;
- (f) all rights and interests in and to processes, lab journals, notebooks, data, trade secrets, designs, know-how, product formulae and information, manufacturing, engineering and other drawings and manuals, technology, blue prints, research and development reports, agency agreements, technical information, technical assistance, engineering data, design and engineering specifications, and similar materials recording or evidencing expertise or information;
- (g) all of the intellectual property affected by the registrations and applications for registration listed in Schedule 3.1(16) and the permissions and licences listed in Schedule 3.1(16);
- (h) all other intellectual property rights throughout the world used in carrying on, or arising from the operation of, the Business;

- (i) all licences granted by the Vendors of the intellectual property listed in items (a) to (h) above;
- (j) all future income and proceeds from any of the intellectual property listed in items (a) to (h) above and the licences listed in item (i) above; and
- (k) all rights to damages and profits by reason of the infringement of any of the intellectual property listed in items (a) to (h) above and the licences listed in item (i) above.

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“Purchased Assets” means, collectively, all the properties, assets, interests and rights of the Vendors which are Related to the Business, other than the Excluded Assets, including the following:

- (a) all bank accounts of the Vendors, in each case, containing cash or cash equivalents in such amount as is necessary to satisfy all outstanding obligations of the Vendors in respect of any cheques, bank drafts, money orders, post-dated automatic or electronic transfers, or any similar method of payment resulting in money being drawn on such bank accounts to satisfy Liabilities arising out prior to the Closing or otherwise relating to periods or portions of a period prior to Closing;
- (b) all rights and interests of the Vendors in and to the Leased Premises and under the Premises Leases, including prepaid rents, security deposits and options to renew or purchase, rights of first refusal under the Premises Leases and all leasehold improvements owned by the Vendors and forming part of such Leased Premises;
- (c) the Personal Property of the Vendors, including without limitation, all art currently hung or displayed at, and other aesthetics of, the Leased Premises;
- (d) the Inventories of the Vendors;
- (e) the Receivables of the Vendors;
- (f) all rights and interests under or pursuant to all warranties, representations and guarantees, express, implied or otherwise, of or made by suppliers or others in connection with the Purchased Assets of the Vendors or the Assumed Liabilities of the Vendors or otherwise arising from the operation of the Business by the Vendors;
- (g) the Intellectual Property of the Vendors;
- (h) the Contracts of the Vendors;
- (i) the Licences of the Vendors;
- (j) the Books and Records of the Vendors;

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**ARTICLE 2
PURCHASE OF ASSETS**

2.1 Purchase and Sale of Purchased Assets.

(1) At the Closing Time, on and subject to the terms and conditions of this Agreement, the Canadian Vendor shall sell to the Canadian Purchaser, and the Canadian Purchaser shall purchase from the Canadian Vendor, the Canadian Assets.

(2) At the Closing Time, on and subject to the terms and conditions of this Agreement, the U.S. Vendor shall sell to the U.S. Purchaser, and the U.S. Purchaser shall purchase from the U.S. Vendor, the U.S. Assets.

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**ARTICLE 4
CLOSING ARRANGEMENTS**

4.1 Closing. The Closing shall take place at 11:00 a.m. (Eastern Standard Time) on the Closing Date at the offices of the Purchasers' Counsel in Toronto, Ontario, or at such other time on the Closing Date or such other place as may be agreed orally or in writing by the Vendors and the Purchasers.

4.2 Vendors' Closing Deliveries. At the Closing, the Vendors shall deliver or cause to be delivered to the Purchasers the following documents:

- (a) the Canadian General Conveyance duly executed by the Canadian Vendor and the U.S. General Conveyance duly executed by the U.S. Vendor, in each case, together with such other deeds of conveyance, bills of sale, assurances, transfers, assignments, consents, and such other agreements, documents and instruments as may be reasonably required by the Purchasers to complete the transactions provided for in this Agreement;

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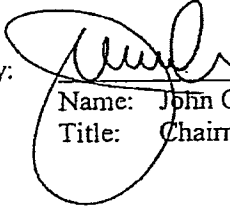
[REDACTED]

10.14. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

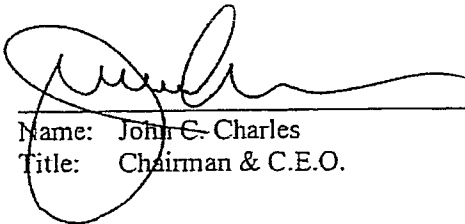
10.15. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first above written.

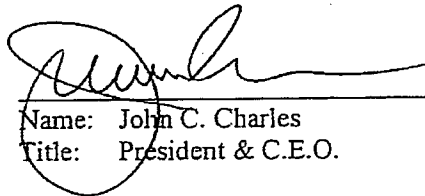
ATX NETWORKS INC.

By: 
Name: John C. Charles
Title: Chairman & C.E.O.

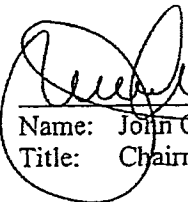
ATX NETWORKS LTD.

By: 
Name: John C. Charles
Title: Chairman & C.E.O.

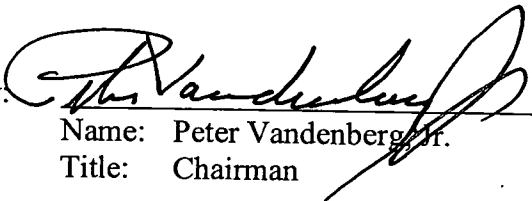
ATX INCORPORATED

By: 
Name: John C. Charles
Title: President & C.E.O.

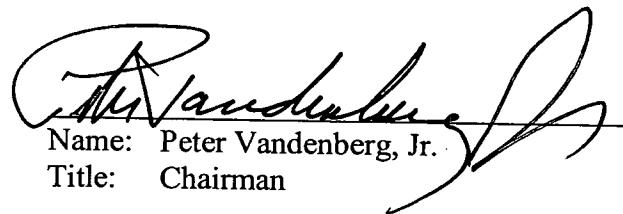
ATX HOLDINGS INC.

By: 
Name: John C. Charles
Title: Chairman

ATX NETWORKS CORP.

By: 
Name: Peter Vandenberg, Jr.
Title: Chairman

ATX NETWORKS, INC.

By: 
Name: Peter Vandenberg, Jr.
Title: Chairman

SCHEDULE 3.1(16)

Intellectual Property

ATX NETWORKS INC.

[REDACTED]

TRADE MARK

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED] ®	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED] ®	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED] ®	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED] ®	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED] ®	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED] ®	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED] ®	[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED] ®	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

C			
S	2	H	M
N	2	H	M
H	2	H	A
H	2	H	J
C			

<p> INVENTOR [Redacted] ASSIGNOR [Redacted] </p>	<p> CLASSIFICATION [Redacted] </p>	<p> STATUS [Redacted] </p>	<p> DATE [Redacted] </p>
<p> INVENTOR [Redacted] </p>	<p> CLASSIFICATION [Redacted] </p>	<p> STATUS [Redacted] </p>	<p> DATE [Redacted] </p>

UNITED STATES PATENTS

<p> INVENTOR [Redacted] </p>	<p> CLASSIFICATION [Redacted] </p>	<p> STATUS [Redacted] </p>	<p> DATE [Redacted] </p>
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<p> INVENTOR [Redacted] System and Method* </p>	<p> CLASSIFICATION [Redacted] </p>	<p> STATUS [Redacted] </p>	<p> DATE [Redacted] </p>
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<p> RF Circuit Modules and Integrated Chassis with Power Interface for RF Circuit Modules* </p>	<p>6,842,348</p>	<p>Issued</p>	<p>January 11, 2005</p>
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<p> INVENTOR [Redacted] </p>	<p> CLASSIFICATION [Redacted] </p>	<p> STATUS [Redacted] </p>	<p> DATE [Redacted] </p>
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<p> INVENTOR [Redacted] </p>	<p> CLASSIFICATION [Redacted] </p>	<p> STATUS [Redacted] </p>	<p> DATE [Redacted] </p>
--	--	--	--

<p> INVENTOR [Redacted] </p>	<p> CLASSIFICATION [Redacted] </p>	<p> STATUS [Redacted] </p>	<p> DATE [Redacted] </p>
--	--	--	--

<p> INVENTOR [Redacted] </p>	<p> CLASSIFICATION [Redacted] </p>	<p> STATUS [Redacted] </p>	<p> DATE [Redacted] </p>
--	--	--	--

* [Redacted]
 [Redacted]
 [Redacted]

I [REDACTED]

1 [REDACTED]
I [REDACTED]

2 [REDACTED]
C [REDACTED]

3 [REDACTED]
I [REDACTED]

4 [REDACTED]
S [REDACTED]
a [REDACTED]

[REDACTED]

[REDACTED]