

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5101041

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	10/19/2010
CONVEYING PARTY DATA	
Name	Execution Date
AGITO NETWORKS, INC.	10/19/2010
RECEIVING PARTY DATA	
Name:	SHORETEL, INC.
Street Address:	960 STEWART DRIVE
City:	SUNNYVALE
State/Country:	CALIFORNIA
Postal Code:	94085
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	8619681
Patent Number:	8406772
Patent Number:	9756530
CORRESPONDENCE DATA	
Fax Number:	(480)422-9701
<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:	4809619000
Email:	iplegal@mitel.com
Correspondent Name:	MICHELLE WHITTINGTON
Address Line 1:	1146 N. ALMA SCHOOL ROAD
Address Line 2:	C/O MITEL
Address Line 4:	MESA, ARIZONA 85201
ATTORNEY DOCKET NUMBER:	ST051.01;ST041.01;ST053.1
NAME OF SUBMITTER:	MICHELLE WHITTINGTON
SIGNATURE:	/MICHELLEWHITTINGTON/
DATE SIGNED:	08/21/2018
Total Attachments: 17	
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MERGER AGREEMENT

by and among

SHORETEL, INC.

ATOLL ACQUISITION CORP.,

AGITO NETWORKS, INC.

and

JASON MATLOF, as EFFECTIVE TIME HOLDERS' AGENT

Dated as of October 19, 2010

EXHIBITS AND SCHEDULES

Exhibit A	-	Definitions
Exhibit B-1	-	List of Initial Signatories to Company Stockholder Consent
Exhibit B-2	-	Form of Company Stockholder Consent
Exhibit B-3	-	Form of Company Stockholder Agreement
Exhibit C-1	-	List of Key Employees
Exhibit C-2	-	List of Employment Documents
Exhibit D	-	Form of Certificate of Merger
Exhibit E	-	Form of Escrow Agreement
Exhibit F	-	Form of Company Legal Opinion
Exhibit G	-	Form of Bonus Plan Participant Acknowledgement
Schedule A	-	Purchase Orders
Schedule 8.2	-	Open Source

MERGER AGREEMENT

This MERGER AGREEMENT (this "*Agreement*") is made and entered into as of October 19, 2010 (the "*Agreement Date*"), by and among ShoreTel, Inc., a Delaware corporation ("*Acquirer*"), Atoll Acquisition Corp., a Delaware corporation and wholly owned subsidiary of Acquirer ("*Sub*"), Agito Networks, Inc., a Delaware corporation (the "*Company*"), and Jason Matlof, as Effective Time Holders' Agent (as defined in Section 8.7).

RECITALS

A. The Boards of Directors of the Company, Sub and Acquirer have determined that it would be advisable and in the best interests of the stockholders of their respective companies that Sub merge with and into the Company (the "*Merger*"), with the Company to survive the Merger and to become a wholly owned subsidiary of Acquirer, on the terms and subject to the conditions set forth in this Agreement, and, in furtherance thereof, have approved the Merger and the other transactions contemplated by this Agreement, and adopted this Agreement.

B. Pursuant to the Merger, among other things, the issued and outstanding shares of capital stock of the Company shall be converted into the right to receive cash in the manner set forth herein.

C. The Company, Sub and Acquirer desire to make certain representations, warranties, covenants and other agreements in connection with the Merger as set forth herein.

D. In connection with the execution and delivery of this Agreement, the Company has secured from each Company Stockholder listed on Exhibit B-1 (a) a written consent substantially in the form attached hereto as Exhibit B-2 (the "*Company Stockholder Consent*") approving the Merger and related items and adopting this Agreement and (b) an executed stockholder agreement substantially in the form attached hereto as Exhibit B-3 (the "*Company Stockholder Agreement*").

E. Prior to the execution of this Agreement and as a material inducement to the willingness of Acquirer to enter into this Agreement, certain employees of the Company and its Subsidiaries identified on Exhibit C-1 (the "*Key Employees*") hereto have executed employee offer letters (including a non-disclosure and inventions assignment agreement and such other agreements in the forms provided by Acquirer and as are part of Acquirer's standard policy for commencement of employment, all of which are listed for each Key Employee on Exhibit C-2 hereto) with Acquirer (collectively, the "*Employment Documents*"), in each case to become effective upon the Closing.

NOW, THEREFORE, in consideration of the representations, warranties, covenants and other agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I THE MERGER

1.1 The Merger. At the Effective Time (as such term is defined in Section 1.4), on the terms and subject to the conditions set forth in this Agreement, the Certificate of Merger in substantially the form attached hereto as Exhibit D (the "*Certificate of Merger*") and the applicable provisions of Delaware Law, Sub shall merge with and into the Company, the separate corporate existence of Sub shall cease and the Company shall continue as the surviving corporation and shall become a wholly owned

subsidiary of Acquirer. The Company, as the surviving corporation after the Merger, is hereinafter sometimes referred to as the "*Surviving Corporation*."

1.2 Closing. Unless this Agreement is earlier terminated in accordance with Article 7, the closing of the transactions contemplated hereby (the "*Closing*") shall take place on the date of execution of this Agreement by the parties hereto, or on such other date as the parties may agree in writing (the date and time on which the Closing occurs is herein referred to as the "*Closing Date*").

1.3 Closing Deliveries.

REDACTED (a)

(i)

(ii)

(b)

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(a) As used in this Agreement, the following terms shall have the meanings indicated below:

(i) ***“Intellectual Property Rights”*** means any and all of the following and all rights in, arising out of, or associated therewith, throughout the world: patents, utility models, and applications therefor and all reissues, divisions, re-examinations, renewals, extensions, provisionals, continuations and continuations-in-part thereof, and all other rights in inventions and discoveries anywhere in the world (including rights in invention disclosures); common law and statutory rights associated with trade secrets, confidential and proprietary information, and know how; industrial designs and any registrations and applications therefor; trade names, logos, trade dress, trademarks and service marks, trademark and service mark registrations, trademark and service mark applications, and any and all goodwill associated with and symbolized by the foregoing items; Internet domain name applications and registrations, Internet and World Wide Web URLs or addresses; copyrights, copyright registrations and applications therefor, and all other rights corresponding thereto; and moral and economic rights of authors and inventors, however denominated, and any similar or equivalent rights to any of the foregoing.

(ii) ***“Proprietary Information and Technology”*** means any and all of the following: works of authorship, computer programs, source code and executable code, whether embodied in software, firmware or otherwise, assemblers, applets, compilers, user interfaces, application programming interfaces, protocols, architectures, documentation, annotations, comments, designs, files, records, schematics, test methodologies, test vectors, emulation and simulation tools and reports, hardware development tools, models, prototypes, breadboards and other devices, data, data structures, databases, data compilations and collections, inventions (whether or not patentable), invention disclosures, discoveries, improvements, technology, proprietary and confidential ideas and information, know-how and information maintained as trade secrets, tools, concepts, techniques, methods, processes, formulae, patterns, algorithms and specifications, customer lists and supplier lists and any and all instantiations or embodiments of the foregoing or of any Intellectual Property Rights in any form and embodied in any media.

(iii) ***“Intellectual Property”*** means (A) Intellectual Property Rights; and (B) Proprietary Information and Technology.

(iv) ***“Company-Owned Intellectual Property”*** means any and all Intellectual Property that is owned by or exclusively licensed to the Company or any Subsidiary.

(v) ***“Company Intellectual Property”*** means any and all Company-Owned Intellectual Property and any and all Third Party Intellectual Property that is licensed to the Company or any Subsidiary.

(vi) ***“Company Intellectual Property Agreements”*** means any Contract to which the Company or any Subsidiary is a party or is otherwise bound and (A) pursuant to which the Company or any Subsidiary has granted to a third party any rights with respect to any Company Intellectual Property or licensed from a third party any Third Party Intellectual Property, or (B) that otherwise governs any Company Intellectual Property.

(vii) ***“Company Registered Intellectual Property”*** means all United States, international and foreign: (A) patents and patent applications (including provisional applications); (B) registered trademarks or service marks, applications to register trademarks or service marks, intent-to-use applications, or other registrations or applications related to trademarks or service marks; (C) registered Internet domain names; (D) registered copyrights and applications for copyright registration;

and (E) any other Intellectual Property Right that is the subject of an application, certificate, filing, registration or other document issued, filed with, or recorded by any governmental authority owned by, registered or filed in the name of, the Company or any of its Subsidiaries.

(viii) "*Standard Inbound IP Agreements*" means (i) non-disclosure agreements entered into by the Company or a Subsidiary in the ordinary course of its business, consistent with past practice (each a "*Standard NDA*"), granting to the Company a limited right to use a third party's confidential information, and (ii) "shrink wrap" and similar generally available commercial end-user licenses to software that is not redistributed with or used in the development or provision of the Company Products that have an individual acquisition cost of \$5,000 or less.

(ix) "*Standard Outbound IP Agreements*" means (i) Standard NDAs, granting to a third party a limited right to use the Company's confidential information, and (ii) non-exclusive object code licenses of Company Products granted by the Company or a Subsidiary in the ordinary course of its business consistent with past practice on its standard unmodified form of customer agreement (a copy of which has been provided to Acquirer's counsel).

(x) "*Third Party Intellectual Property*" means any and all Intellectual Property that is owned by a third party.

(xi) "*Company Products*" means all products or services produced, marketed, licensed, sold, distributed or performed by or on behalf of the Company or any Subsidiary and all products or services currently under development by the Company or any Subsidiary.

(xii) "*Company Source Code*" means, collectively, any software source code or confidential manufacturing specifications or designs, any material portion or aspect of software source code or confidential manufacturing specifications or designs, or any material proprietary information or algorithm contained in or relating to any software source code or confidential manufacturing specifications or designs, of any Company-Owned Intellectual Property or Company Products.

(b) The Company and its Subsidiaries own or have the valid right or license to use and, to the extent that it does any of the following, to develop, make, have made, offer for sale, sell, import, copy, modify, create derivative works of, distribute, license, and dispose of, all Intellectual Property used in, necessary to or that would be infringed by the conduct of the Business as previously conducted or presently conducted. The Company Intellectual Property is sufficient for the conduct of the Business as presently conducted.

(c) Neither the Company nor any Subsidiary has transferred ownership of, or agreed to transfer ownership of, any Intellectual Property that is or was Company-Owned Intellectual Property, to any third party. Neither the Company nor any Subsidiary has permitted the Company's rights in any Intellectual Property that is or was Company-Owned Intellectual Property to enter the public domain or, with respect to any Intellectual Property Rights for which the Company or its Subsidiaries have submitted an application or obtained a registration, lapse (other than through the expiration of registered Intellectual Property at the end of its maximum statutory term).

(d) The Company and its Subsidiaries own and have good and exclusive title to each item of Company-Owned Intellectual Property free and clear of any Encumbrances (other than Permitted Encumbrances). After the Closing, all Company-Owned Intellectual Property will be fully transferable, alienable and licensable by Acquirer without restriction and without payment of any kind to any third party. The right, license and interest of the Company or a Subsidiary in and to all Third Party Intellectual

Property has not been Encumbered by Company or due to Company's conduct (other than (i) restrictions contained in the applicable written license agreements with such Third Parties, (ii) licensed out by the Company pursuant to Standard Outbound IP Agreements or agreements disclosed in 2.17(a)(ix) and (iii) Permitted Encumbrances).

(e) Schedule 2.10(e)(i) of the Company Disclosure Letter lists all Company Products (including services). Schedule 2.10(e)(ii) of the Company Disclosure Letter lists all Third Party Intellectual Property that is incorporated into, integrated into, or bundled with any of the Company Products as of the Closing Date (including any Third Party Intellectual Property used to provide any Company Products that are services) and identifies (i) the applicable Contract under which such Third Party Intellectual Property is licensed to Company or a Subsidiary and (ii) the Company Product(s) into or with which such Third Party Intellectual Property is incorporated, integrated, or bundled.

(f) Schedule 2.10(f) of the Company Disclosure Letter lists (i) all Company Registered Intellectual Property including the jurisdictions in which each such item of Intellectual Property has been issued or registered or in which any application for such issuance and registration has been filed, or in which any other filing or recordation has been made; (ii) all actions that are required to be taken by the Company or its Subsidiaries within 120 days of the Agreement Date with respect to any of the Company Registered Intellectual Property in order to avoid prejudice to, impairment or abandonment of such Company Registered Intellectual Property; and (iii) any proceedings or actions before any court or tribunal anywhere in the world related to any of the Company Registered Intellectual Property (other than ordinary course pre-issuance proceedings and actions before the United States Patent and Trademark Office ("*PTO*") and other similar Governmental Entities that are responsible for the issuance and registration of such Company Registered Intellectual Property).

(g) Each item of Company Registered Intellectual Property has been prosecuted in a valid manner and is subsisting (or in the case of applications, applied for), all registration, maintenance and renewal fees currently due in connection with such Company Registered Intellectual Property have been paid and all documents, recordations and certificates in connection with such Company Registered Intellectual Property currently required to be filed have been filed with the relevant patent, copyright, trademark or other authorities in the United States or foreign jurisdictions, as the case may be, for the purposes of prosecuting, maintaining and perfecting such Company Registered Intellectual Property and recording the Company's and its Subsidiaries' ownership interests therein. Without limiting the foregoing, the Company and its Subsidiaries have complied with the duty of candor and disclosure to the PTO and any relevant foreign patent office with respect to all patent applications filed by or on behalf of the Company or any Subsidiary (the "*Patent Applications*") and have made no material misrepresentation in the Patent Applications. To the knowledge of Company, all Company Registered Intellectual Property that has been issued to Company is valid.

(h) With respect to the Company Intellectual Property Agreements:

(i) Neither the Company nor any Subsidiary is or shall be as a result of the execution and delivery or effectiveness of this Agreement or the performance of the Company's obligations under this Agreement, in breach of any Company Intellectual Property Agreement and the consummation of the transactions contemplated by this Agreement will not result in the modification, cancellation, termination, suspension of, or acceleration of any payments with respect to any Company Intellectual Property Agreement, or give any non-Company party to any Company Intellectual Property Agreement the right to do any of the foregoing.

(ii) Following the Closing, the Company (as wholly owned by Acquirer) will be permitted to exercise all of the Company's and its Subsidiaries' rights under the Company

Intellectual Property Agreements to the same extent the Company and its Subsidiaries would have been able to had the transactions contemplated by this Agreement not occurred and without the payment of any additional amounts or consideration other than ongoing fees, royalties or payments which the Company or any Subsidiary would otherwise be required to pay.

(iii) None of the Company Intellectual Property Agreements grants to any third party exclusive rights to or under any Company Intellectual Property.

(iv) None of the Company Intellectual Property Agreements grants to any third party the right to sublicense any Company Intellectual Property, except the right of Company's resellers to sublicense rights to end-user customers under Company's standard end user license agreement.

(v) There are no disputes regarding the scope of any Company Intellectual Property Agreements, or performance under any Company Intellectual Property Agreements including with respect to any payments to be made or received by the Company or any Subsidiary thereunder.

(vi) No Company Intellectual Property Agreement requires the Company or a Subsidiary to include any Third Party Intellectual Property in any Company Product or obtain any third party's approval of any Company Product at any stage of development, licensing, distribution or sale of such Company Product.

(vii) The Company or a Subsidiary have obtained valid, written, perpetual, non terminable (other than for cause or insolvency) licenses (sufficient for the conduct of the Business as previously conducted or presently conducted) to all Third Party Intellectual Property that is incorporated into, integrated or bundled by the Company or any Subsidiary with any of the Company Products (including any Third Party Intellectual Property used to provide any Company Products that are services).

(i) Neither this Agreement nor the transactions contemplated by this Agreement will result in: (i) Acquirer or any of its Affiliates granting to any third party any right to or with respect to any Intellectual Property owned by or licensed to Acquirer or any of its Affiliates, (ii) Acquirer or any of its Affiliates being bound by or subject to any exclusivity obligations, non-compete or other restrictions on the operation or scope of their respective businesses, or (iii) Acquirer or the Company being obligated to pay any royalties or other material amounts to any third party in excess of those payable by any of them, respectively, in the absence of this Agreement or the transactions contemplated hereby.

(j) There are no royalties, honoraria, fees or other payments that are payable by the Company or any Subsidiary to any Person (other than salaries payable to employees, consultants and independent contractors not contingent on or related to use of their work product) as a result of the ownership, use, possession, license-in, license-out, sale, marketing, advertising or disposition of any Intellectual Property by the Company or any Subsidiary.

(k) To the knowledge of the Company, there is no unauthorized use, unauthorized disclosure, infringement or misappropriation of any Company-Owned Intellectual Property by any third party. Neither the Company nor any Subsidiary has brought any Legal Proceeding for infringement or misappropriation of any Intellectual Property Right or breach of any Company Intellectual Property Agreement.

(l) Neither the Company nor any Subsidiary has been sued in any suit, action or proceeding (or received any written notice or, to the knowledge of the Company, threat) which involves a

claim of infringement or misappropriation of any Intellectual Property Right of any third party or which contests the validity, ownership or right of the Company or any Subsidiary to exercise any Intellectual Property Right. Neither the Company nor any Subsidiary has received any written communication that involves an offer to license or grant any other rights or immunities under any Intellectual Property Right of a third party.

(m) The Company and its Subsidiaries are not infringing, misappropriating or violating and have not infringed, misappropriated or violated the Intellectual Property Rights of any third party. In addition, the operation of the Business as previously conducted or presently conducted, including (i) the design, development, manufacturing, reproduction, branding, marketing, advertising, promotion, licensing, sale, offer for sale, importation, distribution, provision and/or use of any Company Product and (ii) the Company's or any Subsidiary's use of any product, device or process used in the Business as previously conducted or presently conducted has not infringed, misappropriated, or violated, does not and will not infringe, misappropriate, or violate the Intellectual Property Rights of any third party, and does not constitute unfair competition or unfair trade practices under the laws of any jurisdiction and there is no substantial basis for a claim that the design, development, manufacturing, reproduction, marketing, licensing, sale, offer for sale, importation, distribution, provision and/or use of any Company Product or the operation of the Business as presently conducted is infringing, misappropriating, or violating, or has infringed, misappropriated, or violated, any Intellectual Property Right of a third party.

(n) No Company-Owned Intellectual Property or Company Product is subject to any proceeding, outstanding decree, order, judgment, settlement agreement, stipulation, or "march in" right that restricts in any manner the use, transfer, or licensing thereof by the Company or any Subsidiary, or which may affect the validity, use or enforceability of any such Company-Owned Intellectual Property.

(o) Neither the Company nor any Subsidiary has received any opinion of counsel that any Company Product or the operation of the Business does or does not infringe, misappropriate, or violate any Intellectual Property Right of a third party or that any Intellectual Property Right of a third party is invalid or unenforceable.

(p) Each of the Company and each Subsidiary has secured from all consultants, employees and independent contractors and any other Person who independently or jointly contributed to or participated in the conception, reduction to practice, creation or development of Intellectual Property, to the extent such Intellectual Property is in the Company technology, Company Products or any other assets that are material to the operation of the Business as previously conducted or presently conducted for the Company or any Subsidiary (each, an "*Author*") unencumbered and unrestricted exclusive ownership of all of each such Author's Intellectual Property Rights in such contribution and has obtained a waiver from each such Author of any non-assignable rights. No such Author has retained any rights, licenses, claims or interest with respect to any of the foregoing Intellectual Property developed by such Author or the Company or any Subsidiary.

(q) To the Company's knowledge, no current or former employee, consultant or independent contractor of the Company or any Subsidiary: (i) is in violation of any term or covenant of any Contract relating to employment, invention disclosure (including patent disclosure), invention assignment, non-disclosure or any other Contract with any other party by virtue of such employee's, consultant's or independent contractor's being employed by, or performing services for, the Company or any Subsidiary or using trade secrets or proprietary information of others without permission; or (ii) has developed any technology, software or other copyrightable, patentable or otherwise proprietary work for the Company or any Subsidiary that is subject to any agreement under which such employee, consultant or independent contractor has assigned or otherwise granted to any third party any rights (including

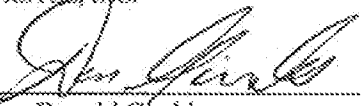
9.10
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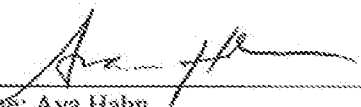
[Signature Page(s) Follow]

IN WITNESS WHEREOF, Acquirer, Sub, the Company, and the Effective Time Holders' Agent have caused this Agreement to be executed and delivered, all as of the date first written above.

SHORETEL, INC.

By: 
Name: Donald Girsakis
Title: Chief Executive Officer

ATOLL ACQUISITION CORP.

By: 
Name: Ava Hahn
Title: President

[SIGNATURE PAGE TO MERGER AGREEMENT]

IN WITNESS WHEREOF, Acquirer, Sub, the Company, and the Effective Time Holders' Agent have caused this Agreement to be executed and delivered, all as of the date first written above.

SHORETEL, INC.

By: _____
Name: _____
Title: _____

ATOLL ACQUISITION CORP.

By: _____
Name: _____
Title: _____

AGITO NETWORKS, INC.

By: [Signature]
Name: AMIT CHAWLA
Title: PRESIDENT + CEO

EFFECTIVE TIME HOLDERS' AGENT

By: _____
Name: Jason Matlof

IN WITNESS WHEREOF, Acquirer, Sub, the Company, and the Effective Time Holders' Agent have caused this Agreement to be executed and delivered, all as of the date first written above.

SHORETEL, INC.

By: _____
Name: _____
Title: _____

ATOLL ACQUISITION CORP.

By: _____
Name: _____
Title: _____

AGITO NETWORKS, INC.

By: _____
Name: _____
Title: _____

EFFECTIVE TIME HOLDERS' AGENT

By:  _____
Name: Jason Maw

Agito Networks, Inc.

DISCLOSURE LETTER

October 19, 2010

Capitalized terms used but not defined in this Company Disclosure Letter shall have the respective meanings ascribed to such terms in the Merger Agreement, dated as of October 19, 2010 (the "Agreement"), by and among (i) ShoreTel, Inc., a Delaware corporation ("Acquirer"), Atoll Acquisition Corp., a Delaware corporation and wholly owned subsidiary of Acquirer ("Sub"), Agito Networks, Inc., a Delaware corporation (the "Company"), and Jason Matlof.

This Company Disclosure Letter is qualified in its entirety by reference to the Agreement. The Company may, at its option, include in the Company Disclosure Letter any items that are not material in order to avoid any misunderstanding, and any such inclusion, or any references to dollar amounts, shall not be deemed to be an acknowledgment or representation that such items are material, to establish any standard of materiality or to define further the meaning of such terms for purposes of this Agreement.

Any information disclosed in any section hereof shall be deemed to be disclosed only for the purposes of the corresponding section of Article 2 of the Agreement, unless and only to the extent the relevance to other representations and warranties is readily apparent from the actual text of the disclosure and that the disclosure contained in such section hereof applies to other representations and warranties contained in Article 2 of the Agreement. In no event shall the inclusion of any matter in this Company Disclosure Letter be deemed or interpreted to broaden the representations, warranties, covenants or agreements contained in the Agreement of the Company. The disclosures contained in this Company Disclosure Letter shall be deemed to be representations and warranties made by the Company to Acquirer under the Agreement. The mere inclusion of an item in this Company Disclosure Letter shall not be deemed an admission by the Company that such item represents a material exception or fact, event, or circumstance or that such item would be reasonably likely to result in a Material Adverse Effect. The information contained in this Company Disclosure Letter is disclosed solely for the purposes of the Agreement, and no information contained herein shall be deemed to be an admission by the Company to any third party of any matter whatsoever, including of any violation of law or breach of any agreement. Any item of information disclosed in this Company Disclosure Letter shall be subject to the terms of the Confidentiality Agreement.

Headings (other than numerical references to sections and subsections of the Agreement) have been inserted in some of the Schedules of this Company Disclosure Letter for convenience of reference only, and such headings shall not have the effect of amending or changing the express description of the Schedule of this Company Disclosure Letter as set forth in the Agreement.

Reference herein to any contract or agreement shall, unless otherwise specified herein or unless the context otherwise requires, refer to such contract or agreement and any attachments, schedules, exhibits, statements of work, orders, or work orders thereto, provided that such attachments, schedules, exhibits, statements of work, orders, or work orders thereto, have been

(e)(ii)

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REDACTED

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REDACTED

(f)

A list of the Company's registered patents follows:

Country	Appl. Number	Filing Date	Status	Title	Action Due	Action Due Date
PCT 2008/	086352	12/11/2008	Expired	<i>Wireless Interface Control to Reduce Power Consumption</i>	None	

Country	Appl. Number	Filing Date	Status	Title	Action Due	Action Due Date
US 11/96	7,451	12/31/2007	Published	<i>Wireless Interface Control to Reduce Power Consumption</i>	None	
PCT 2008/	087716	12/19/2008	Expired	<i>Scanning for a Wireless Device</i>	None	
US 11/96	5,518	12/27/2007	Published	<i>Scanning for a Wireless Device</i>	None	
US 12/17	1,037	07/10/2008	Published	<i>Client-Controlled Handover Between Radio Technologies</i>	None	
PCT 2009/	040515	04/14/2009	Pending	<i>Dynamic Call Anchoring</i>	Chapter II Due – National/Regional Filing	10/21/2010
US 12/10	6,558	04/21/2008	Published	<i>Dynamic Call Anchoring</i>	None	
US 12/19	5,765	08/21/2008	Published	<i>System And Method For Voicemail Service Mobility</i>	None	
US 11/77	8,831	07/17/2007	Published	<i>System and Method to Facilitate Handover</i>	Response to Office Action	11/12/2010
EP 0784	0428.2	07/17/2007	Published	<i>System and Method to Facilitate Handover</i>	None	
PCT 2007/	073698	07/17/2007	Pending	<i>System and Method to Facilitate Handover</i>	None	

A list of the Company's registered trademarks follows:

Appl. Number	Filing Date	Country	Status	Title	Action Due	Action Due Date
77/541,716 0	8/07/2008	US	Allowed	AGITO NETWORKS & DESIGN	None	October 13, 2010
007443716 1	2/05/2008	EP	Registered	AGITO NETWORKS & DESIGN	Renewal	December 5, 2018
77/612,900 1	1/12/2008	US	Pending	DUAL PERSONA	Resp. to Office Action	January 23, 2011
77/541,672 0	8/07/2008	US	Allowed	Roamanywhere	None	October 13, 2010
77/264,133 0	8/24/2007	US	Abandoned	AGITO NETWORKS & DESIGN	None	
77/265,869 0	8/28/2007	US	Abandoned	ROAMANYWHERE	None	

(h)

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REDACTED

(i)

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REDACTED