

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Infineer Limited		05/26/2010	CORPORATION: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Emos Information Systems Limited		
Street Address:	The Lennox, Lennox Road		
Internal Address:	Basingstoke		
City:	Hampshire		
State/Country:	UNITED KINGDOM		
Postal Code:	RG22 4AP		
Entity Type:	CORPORATION: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3026849	CHIPNET3	
CORRESPONDENCE DATA			
Fax Number:	(212)808-7897		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-808-7800		
Email:	ccastro@kelleydrye.com		
Correspondent Name:	Andrea L. Calvaruso		
Address Line 1:	101 Park Avenue		
Address Line 4:	New York, NEW YORK 10178		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			
Address Line 3:			

OP \$40.00 3026849

900171995

**TRADEMARK
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Address Line 4:

NAME OF SUBMITTER:

Andrea L. Calvaruso

Signature:

/Andrea L. Calvaruso/

Date:

09/20/2010

Total Attachments: 5

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AGREEMENT

This Agreement for the Assignment and Assumption of trademark rights (this "Agreement") is made this 26 day of MAY, 2010, by Infineer, Inc., a Florida corporation (herein referred to as "Assignor") and **INFINEER LIMITED** (registered no. NI008086) (in administration) acting by its administrator David McClean (herein referred to as "Administrator") and whose registered office is Moore Stephens Chartered Accountants of Donegall House, Donegall Square North, Belfast BT1 5GB, (herein referred to as "NI Company") and **EMOS INFORMATION SYSTEMS LIMITED** (registered no 01743307) whose registered office is at The Lennox, Lennox Road, Basingstoke, Hampshire, RG22 4AP, England (herein referred to as "Assignee").

ASSIGNMENT AND ASSUMPTION OF TRADEMARKS

For £15,000, to be paid by Assignee via wire transfer to a bank account provided by Infineer, Inc., and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, NI Company and Assignee hereby agree as follows:

1. Assignor and NI Company have adopted, used, and are using certain trademarks listed on Schedule A (the "Marks") in connection with the operation of their respective businesses, and Assignor and NI Company are the owners of the Marks, as described in the second column of Schedule A, and the accompanying goodwill associated with the business symbolized by the Marks.
2. Assignee seeks an Assignment of the Marks and any and all of Assignor's and NI Company's rights in the Marks and the accompanying goodwill of the business symbolized by the Marks.
3. Effective upon Assignee's wire transfer into the account designated by Infineer, Inc. of the £15,000 consideration in immediately available funds and Infineer Inc.'s receipt of such funds, Assignor and NI Company each hereby assigns, conveys, and transfers to Assignee, its successors and assigns, all of Assignor's and NI Company's respective right, title, and interest in and to the Marks, including all statutory and common law rights in the Marks, and the registrations for the Marks, together with the accompanying goodwill of the business symbolized by the Marks.
4. Assignor and NI Company each further assigns to Assignee all rights to sue for and to receive and recover all profits and damages accruing from infringement of the Marks prior to the date hereof, all at the expense of Assignee.
- 5.1 Assignor and NI Company each undertakes that upon the reasonable request of Assignee or its designees, it and/or its successor in business, Assignor shall make all rightful oaths, testify on behalf of Assignee or its designees in matters involving the Marks and do all other lawful acts and execute all such documents and deeds as may be necessary to carry out the intent of this Agreement in order to vest the Marks in the Assignee, as well as to provide such other material,

We hereby certify this to be a true
copy of the original
Signed Elliott Duffy Garrett
Elliott Duffy Garrett Solicitors

TRADEMARK

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information, and assistance to Assignee or its designees, as will be considered necessary in connection therewith.

5.2 Assignor warrants to Assignee as follows in respect of the Marks:

- (a) all renewal fees due in respect of the registrations have been paid;
- (b) neither Assignor nor NI Company has appointed any licencees of any of them or given any other person any permission to use them;
- (c) Assignor is unaware of any infringement of the registration of any of them or of any reason why any registration may be capable of being expunged from the register for any reason whatsoever;
- (d) there are no circumstances known to Assignor arising out of this or any earlier assignment which may result in the use of the Marks being liable to mislead the public; and
- (e) all previous assignments of the Marks are valid and that Assignor is properly entered on the register of trade marks as proprietor of the registrations.

5.3 The Assignee acknowledges that it has entered into this Agreement without reliance on any warranties or representations made by the NI Company or the Administrator or by any of their employees, advisers or agents.

6. Assignor and NI Company each undertakes to refrain from any challenge, regardless of the forum, to the Assignee's use or registration of the Marks.

7. Assignor and NI Company each undertakes to refrain from using the Marks, or any other mark or designation that would reasonably be considered confusingly similar to the Marks.

8. Assignee hereby assumes all right, title, and interest in and to the Marks together with the goodwill of the business symbolized by the Marks as described in this Agreement.

9. This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements, oral or written, relating to the subject matter hereof, and may not be modified, amended or changed except by an agreement in writing by the parties.

10. In the event any provision of this Agreement is held to be in violation of any law, statutes, regulations or orders, this Agreement shall be deemed modified accordingly to comply therewith and shall otherwise continue in full force and effect.

11. This Agreement shall be governed by and construed and interpreted in accordance with the laws of Northern Ireland and any dispute between the parties in relation to it shall be subject to the exclusive jurisdiction of the courts in Northern Ireland.

12. All notices required or permitted to be given hereunder shall be in writing and shall be deemed delivered either when personally delivered or when sent by facsimile transmission (with confirmation by prepaid first class mail) as follows:

To Assignor:

Infineer, Inc.
c/o Chazak Value Corp.
75 Rockefeller Plaza 16th Floor
New York, New York 10019
Fax: (212) 332-4019

AND

Infineer, Ltd.
c/o Moore Stephens Chartered Accountants
Donegall House
Donegall Square North
Belfast BT1 5GB
Fax:

To Assignee:

Emos Information Systems, Ltd.
The Lennox
Lennox Road
Basingstoke
Hampshire RG22 4AP
United Kingdom
Fax: 01256 328884

- 13.1 The Administrator shall incur no personal liability in any form. In particular, the Administrator shall incur no personal liability whatsoever under this Agreement or under any deed, instrument or document entered into under or in connection with it.
- 13.2 This exclusion of the Administrator's personal liability shall be in addition to and not in substitution for any right of indemnity or relief or remedy otherwise available to the Administrator and shall continue notwithstanding completion of this Agreement (in whole or in part).
- 13.3 This exclusion of the Administrator's personal liability shall arise and continue notwithstanding the termination of any agency before or after the signing of this Agreement and shall operate as a waiver of any claims of other parties in tort as well as under or in relation to this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers.

ASSIGNOR:

INFINEER, LTD.

By: [Signature]
Name: DAVID MCCLEAN
Title: ADMINISTRATOR

INFINEER, INC.

By: [Signature]
Name: John G. Sarah
Title:

ASSIGNEE:

EMOS INFORMATION SYSTEMS, LTD.

By: [Signature]
Name: David Lee Hilvey
Title: MANAGING DIRECTOR

SCHEDULE A

CHIPNET3	Infineer Limited	U.S.# 3026849	December 13, 2005
INFINEER	Infineer, Ltd	U.S.# 2875164	August 17, 2004
INFINEER	Infineer, Inc	U.S.# 2947141	May 10, 2005
INFINEER & Design	Infineer, Inc	U.S.# 2947140	May 10, 2005
CHIPNET	Infineer, Inc	CTM# 3643871	June 15, 2005