

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DYNAMIC BROADBAND CORPORATION		07/09/2010	CORPORATION: IOWA
RECEIVING PARTY DATA			
Name:	LAMONT DIGITAL SYSTEMS, INC.		
Street Address:	35 Mason Street		
Internal Address:	3rd Floor		
City:	Greenwich		
State/Country:	CONNECTICUT		
Postal Code:	06830		
Entity Type:	CORPORATION: CONNECTICUT		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3480442	XWIRES	
CORRESPONDENCE DATA			
Fax Number:	(215)851-1420		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	215-851-8100		
Email:	phlipdocketing@reedsmith.com		
Correspondent Name:	Jeffrey A. Porter		
Address Line 1:	P.O. Box 7990		
Address Line 2:	Intellectual Property		
Address Line 4:	Philadelphia, PENNSYLVANIA 19101-7990		
ATTORNEY DOCKET NUMBER:	886977.20020		
NAME OF SUBMITTER:	Jeffrey A. Porter		
Signature:	/Jeffrey A. Porter/		

OP \$40.00 3460442

Date:

01/03/2011

Total Attachments: 14

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated as of July 9, 2010, is made by DYNAMIC BROADBAND CORPORATION ("Seller") in favor of LAMONT DIGITAL SYSTEMS, INC. ("Buyer"), the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement, dated as of July 9, 2010 (the "Asset Purchase Agreement").

Under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with national, federal and state government authorities including, but not limited to, with respect to individual patents, registered trademarks and copyrights, applications for the foregoing and exclusive copyright licenses, the US Patent and Trademark Office and the US Copyright Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller agrees as follows:

1. **Assignment.** Seller hereby conveys, transfers and assigns to Buyer all of Seller's right, title and interest in and to the following (the "IP Assets"):
 - (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) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill symbolized thereby and all issuances, extensions and renewals thereof (the "Trademarks"); provided that, with respect to only United States intent-to-use trademark applications and solely to the extent and during the period that the assignment thereof would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications, the transfer of such applications hereunder shall not be effective until after such period has expired;
 - (c) the copyright registrations, applications for registration and exclusive copyright licenses set forth in Schedule 3 hereto and all issuances, extensions and renewals thereof (the "Copyrights");

- (d) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
 - (e) 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
 - (f) any and all claims, with respect to any of the foregoing, for damages and injunctive relief for past, present and future infringement, dilution, 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 damages.
2. **Recordation.** Seller authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other national, federal and state government officials to record and register this IP Assignment upon request by Buyer.
 3. **Terms of the Asset Purchase Agreement.** The terms of the Asset Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the IP Assets are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.
 4. **Counterparts.** This IP 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 IP Assignment delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.
 5. **Governing Law.** This IP Assignment shall be governed by the laws of the State of Iowa.

[SIGNATURE PAGE FOLLOWS]

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

DYNAMIC BROADBAND CORPORATION

By Mike J. Brown

Name: Mike J. Brown

Title: President

Address for Notices: 2750 1st Ave N.E., #200 Cedar Rapids, IA 52402

AGREED TO AND ACCEPTED:

LAMONT DIGITAL SYSTEMS, INC.

By [Signature]

Name:

Title:

Address for Notices:

EXHIBIT A

SCHEDULES

- Schedule 1 - Patents
- Schedule 2 - Trademarks
- Schedule 3 - Copyrights

Schedule 1

None.

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Schedule 2

XWIRES – service mark (attached)

The following registered Internet domain names – (non-mark registration)

**www.xwires.net
www.xwiresbroadband.com
www.xwiresbroadband.net
www.xwirescommunications.com
www.xwirescommunications.net**

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The United States of America



**CERTIFICATE OF REGISTRATION
PRINCIPAL REGISTER**

The Mark shown in this certificate has been registered in the United States Patent and Trademark Office to the named registrant.

The records of the United States Patent and Trademark Office show that an application for registration of the Mark shown in this Certificate was filed in the Office; that the application was examined and determined to be in compliance with the requirements of the law and with the regulations prescribed by the Director of the United States Patent and Trademark Office; and that the Applicant is entitled to registration of the Mark under the Trademark Act of 1946, as Amended.

A copy of the Mark and pertinent data from the application are part of this certificate.

To avoid CANCELLATION of the registration, the owner of the registration must submit a declaration of continued use or excusable non-use between the fifth and sixth years after the registration date. (See next page for more information.) Assuming such a declaration is properly filed, the registration will remain in force for ten (10) years, unless terminated by an order of the Commissioner for Trademarks or a federal court. (See next page for information on maintenance requirements for successive ten-year periods.)



Jon W. I. Dudas

Director of the United States Patent and Trademark Office