

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
Spotwave Wireless Canada Inc.		01/11/2008	CORPORATION: CANADA

RECEIVING PARTY DATA

Name:	Spotwave Wireless Ltd.
Street Address:	500 Van Buren St.
Internal Address:	Box 550
City:	Kemptville, ON
State/Country:	CANADA
Postal Code:	K 0G 1J0
Entity Type:	CORPORATION: CANADA

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3271568	COVERAGE AGENT
Registration Number:	3350564	ADAPTIVE REPEATER
Registration Number:	3182678	SPOTWAVE
Registration Number:	3516458	COVERAGE MADE SIMPLE
Registration Number:	3329087	SPOTWAVE
Registration Number:	3401717	POWERED BY SPOTCELL TECHNOLOGY
Registration Number:	3246195	
Registration Number:	2743504	SPOTWAVE

CORRESPONDENCE DATA

Fax Number: 3124740448
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 312-474-6300
 Email: docket@marshallip.com

OP \$215.00 3271568

Correspondent Name: Gregory J. Chinlund
Address Line 1: 233 South Wacker Drive
Address Line 2: 6300 Willis Tower
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER: GJC - 31360/60000

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER: Gregory J. Chinlund

Signature: /gjc/

Date: 05/28/2013

Total Attachments: 5
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BILL OF SALE

BETWEEN:

SCHONFELD INC., solely in its capacity as receiver of
Spotwave Wireless Inc. and Spotwave Wireless Canada Inc.,
and not in its personal capacity
(hereinafter called the "**Vendor**")

- and -

SPOTWAVE WIRELESS LTD.
(hereinafter called the "**Purchaser**")

WHEREAS the Vendor was appointed as receiver of the assets and undertaking of Spotwave Wireless Canada Inc. ("**Spotwave Canada**") and of the contracts, orders, accounts receivable and equipment of Spotwave Wireless Inc. ("**Spotwave US**") and, together with Spotwave Canada, the "**Debtor**") on December 6, 2007, pursuant to security granted by the Debtor to and in favour of Horizon Technology Funding Company LLC (the "**Horizon Security**");

AND WHEREAS the Vendor and Kavveri Technologies Inc. ("**Kavveri**") entered into a letter agreement dated December 14, 2007 (the "**Agreement**") whereby the Vendor agreed to sell and Kavveri agreed to purchase from the Vendor, all of the Vendor's right, title and interest, in any, in and to the Purchased Assets (as hereinafter defined);

AND WHEREAS Kavveri has assigned to the Purchaser and the Purchaser has assumed all of Kavveri's interest in and to and obligations under the Agreement;

AND WHEREAS, in consideration of the Vendor's commitment to sell the Purchased Assets to the Purchaser, the Purchaser paid a deposit [REDACTED] (the "**Deposit**") to the Vendor's solicitors in respect of the Purchase Price (as hereinafter defined);

NOW THIS AGREEMENT WITNESSETH that, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto covenant and agree as follows:

The Vendor, solely in its capacity as receiver of the assets and undertaking of the Debtor, and upon the terms and conditions set out herein, hereby assigns, conveys, transfers and sells to the Purchaser, its successor and assigns, all of the Vendor's right, title and interest, if any, in the assets associated with the Debtor's business which are described on Schedule "A" hereto (collectively, the "**Purchased Assets**") for consideration of the payment of [REDACTED] and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged; together with all Provincial Sales Taxes and Goods and Services taxes exigible, if applicable, now paid by the Purchaser to the Vendor at or before the delivery of this Bill of Sale (collectively, the "**Purchase Price**"), and, the Vendor does hereby bargain,

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sell, assign, transfer, set over and release unto the Purchaser all of the Vendor's right, title and interest, if any, in and to the Purchased Assets on an "as is where is basis";

TO HOLD all of the Vendor's right, title and interest, whatsoever in, to and out of the same and every part thereof;

TERMS AND CONDITIONS

1. The Vendor represents and warrants to the Purchaser:
 - (a) that the Vendor was appointed as receiver of the assets and undertaking of Spotwave Canada and as receiver of the accounts receivable and equipment of Spotwave US pursuant to the Horizon Security on December 6, 2007; and
 - (b) that the Vendor is empowered to sell the Purchased Assets to the Purchaser pursuant to this Bill of Sale,

which representations and warranties, for greater certainty, shall survive the execution and delivery of this Bill of Sale and the completion of the transactions contemplated by the Agreement and shall not merge as a result thereof.

2. The Vendor hereby acknowledges that it has done no act to encumber the Purchased Assets, and it has the right to convey all of its right, title and interest, if any, in and to the Purchased Assets.
3. The Purchaser acknowledges and agrees that it has or will have inspected the Purchased Assets and agrees that the Purchased Assets are being purchased on an "as is, where is" basis. The Purchaser further acknowledges that no warranty, condition, or representation, whether statutory (including under the *Sale of Goods Act - Ontario*) express or implied, oral or written, legal, equitable, conventional, collateral or otherwise, as to title, description, fitness for purpose, quality, quantity, suitability, durability, marketability or condition of the Purchased Assets or to any other matter is given by the Vendor and is hereby expressly excluded. Without limiting the generality of the foregoing, the Purchased Assets are specifically offered as they will exist on the date the Purchased Assets will be released to the Purchaser with no representation as to the condition or quantity of same and with no adjustment to be allowed to the Purchaser for changes or differences in the condition or quantities of the Purchased Assets. The Purchaser shall be deemed to have relied solely upon its own inspection and investigation with regard to the purchase of the Purchased Assets and the Vendor and/or the Debtor or its estate will under no circumstances be liable for any damages incurred by the Purchaser as a result of its purchase of the Purchased Assets.
4. For greater certainty, the Vendor shall be under no obligation to deliver any chattels or equipment other than such of the Purchased Assets which are within the Vendor's or the Debtor's possession or control as of the date of this Bill of Sale.

5. The Purchaser acknowledges that the Purchased Assets do not extend to or include any goods of others and if the Purchaser becomes aware of being in possession of any such third party goods, the Purchaser shall return such property to the rightful owner forthwith at the owner's cost and/or provide the owner reasonable access to retrieve such property.
6. The Purchaser shall be responsible for accepting delivery of the Purchased Assets at 1 Hines Road, Suite 204, Ottawa, Ontario, Canada (the "Premises"). The Vendor does not grant to the Purchaser any right of access to or license to use or occupy the Premises and the Vendor makes no representation or warranty, expressed or implied, as to the Vendor's or the Debtor's rights to the Premises. The Vendor shall not be liable for any obligation, liability, damage or injury of any kind whatsoever incurred or suffered by the Purchaser, its employees, or its agents caused or resulting, directly or indirectly, from their entry, occupancy or use of the Premises. The Purchaser shall be liable for, and shall and does hereby indemnify and hold harmless the Vendor in respect of any and all damages, costs, expenses and claims caused by or in any way arising out of any occupation of the Premises by the Purchaser or its representatives, employees, agents or invitees or arising upon any removal of the Purchased Assets from the Premises (including, without limitation, legal fees on a scale between a solicitor and his own client).
7. In no event shall the Vendor be liable for any special or consequential damages suffered by the Purchaser, whether direct or indirect.
8. The Purchaser hereby covenants and agrees that, after execution and delivery of this Bill of Sale and the completion of the transactions contemplated by the Agreement and for the duration of the Vendor's appointment as receiver of the Debtor, the Purchaser shall permit the Vendor to have such reasonable access as the Vendor requires to:
 - (a) the Debtor's books and records which are recorded in paper, electronic or other form; and
 - (b) any business premises under the Purchaser's power or control, including, without limitation, the Premises, where the Purchased Assets are located,to complete the Vendor's duties as receiver of the Debtor, which covenant, for greater certainty, shall survive the execution and delivery of this Bill of Sale and the completion of the transactions contemplated by the Agreement and shall not merge as a result thereof.
9. The Vendor is not a non-resident with the meaning of Section 116 of the *Income Tax Act (Canada)*.
10. The parties hereby agree to execute such documents and provide such further assurances as may be reasonably required to give effect to and confirm the transaction contemplated herein.

11. This contract and the determination and enforcement of all rights hereunder shall be governed by the laws of the Province of Ontario and to the extent applicable, by the laws of Canada.
12. This document may be executed in counter-parts, and acceptance of this document may be provided by facsimile or other electronic transmission. In the event of acceptance in counter-parts or by facsimile or other electronic transmission each party undertakes to forthwith thereafter execute and exchange copies of this Bill of Sale by original signature, not in counter-part.

Dated this 11th day of January, 2008.

The undersigned hereby confirms its agreement with the terms and conditions of this Bill of Sale

SCHONFELD INC., solely in its capacity as receiver of Spotwave Wireless Inc. and Spotwave Wireless Canada Inc., and not in its personal capacity

Per: 

Name: Robert G. Link, CIRP

Dated this 11 day of January, 2008.

The undersigned hereby confirms its agreement with the terms and conditions of this Bill of Sale

SPOTWAVE WIRELESS LTD.

Per: 

Name: Uma Reddy

Title: Authorized Signing Officer

SCHEDULE "A"
PURCHASED ASSETS

The Purchased Assets are comprised of the following:

1. all inventory, as at December 14, 2007, paid for by Spotwave Canada (including raw materials, components, sub-assemblies and products in the course of manufacturing and all finished products), including, without limitation, any such inventory situate at the premises of Positron Technologies Inc. and Sigmappoint;
2. all of Spotwave US's and Spotwave Canada's booked customer orders and contracts existing as at December 14, 2007 or generated since that date up to and including the date of this Bill of Sale;
3. all of Spotwave US's and Spotwave Canada's accounts receivable existing as at December 14, 2007 or generated since that date up to and including the date of this Bill of Sale;
4. all fixed assets and equipment owned by Spotwave US and Spotwave Canada and currently located at the Premises or at any third party premises; and
5. all intellectual property, patents, trademarks, copyrights, goodwill and domain names of Spotwave Canada, including, without limitation, the intellectual property detailed on the Schedule "A.1" attached to this Schedule "A".

The Purchased Assets do not include the following:

1. any tax credits and tax refunds of Spotwave Canada including, without limitation, GST and SR&ED refunds and any proceeds thereof;
2. any insurance refunds of Spotwave Canada;
3. cash and cash equivalents; and
4. notwithstanding the above description of the Purchased Assets, any proceeds of accounts receivable received by Spotwave US, Spotwave Canada or the Vendor on or before 11:59 p.m. on December 14, 2007.