

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM829503

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Silent Circle Inc.		07/19/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Silent Circle (assignment for the benefit of creditors), LLC		
Street Address:	3945 Freedom Circle #560		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4390709	SILENT CIRCLE	
Registration Number:	4442820	SILENT TEXT	
Registration Number:	4823386	SILENT PHONE	
Registration Number:	4974116	SILENT WORLD	
Registration Number:	5525209	SC	
Registration Number:	5525208	SILENT CIRCLE	
Registration Number:	5921263	SCIRCLE	
CORRESPONDENCE DATA			
Fax Number:	2156894934		
<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:	2159791191		
Email:	nkmclaughlin@duanemorris.com		
Correspondent Name:	Nicole K. McLaughlin; DUANE MORRIS LLP		
Address Line 1:	30 South 17th Street		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-4196		
ATTORNEY DOCKET NUMBER:	G8975-00001		
NAME OF SUBMITTER:	Nicole K. McLaughlin		

CH \$190.00 4390709

SIGNATURE:	/Nicole K. McLaughlin/
DATE SIGNED:	08/04/2023
Total Attachments: 10 source=Assignment btw Silent Circle Inc. and SC_benefit of creditors_ LLC dated 07 19 2018#page1.tif source=Assignment btw Silent Circle Inc. and SC_benefit of creditors_ LLC dated 07 19 2018#page2.tif source=Assignment btw Silent Circle Inc. and SC_benefit of creditors_ LLC dated 07 19 2018#page3.tif source=Assignment btw Silent Circle Inc. and SC_benefit of creditors_ LLC dated 07 19 2018#page4.tif source=Assignment btw Silent Circle Inc. and SC_benefit of creditors_ LLC dated 07 19 2018#page5.tif source=Assignment btw Silent Circle Inc. and SC_benefit of creditors_ LLC dated 07 19 2018#page6.tif source=Assignment btw Silent Circle Inc. and SC_benefit of creditors_ LLC dated 07 19 2018#page7.tif source=Assignment btw Silent Circle Inc. and SC_benefit of creditors_ LLC dated 07 19 2018#page8.tif source=Assignment btw Silent Circle Inc. and SC_benefit of creditors_ LLC dated 07 19 2018#page9.tif source=Assignment btw Silent Circle Inc. and SC_benefit of creditors_ LLC dated 07 19 2018#page10.tif	

August 13, 2018

Silent Circle, Inc.)	NOTICE OF ASSIGNMENT FOR
)	THE BENEFIT OF CREDITORS
)	AND DEADLINE FOR
)	SUBMITTING CLAIMS
)	
)	

**TO ALL CREDITORS AND EQUITYHOLDERS OF SILENT CIRCLE, INC. AND
OTHER PARTIES IN INTEREST:**

PLEASE TAKE NOTICE that on **July 19, 2018**, **Silent Circle, Inc.** (“Assignor”), a Delaware corporation, as assignor, made a General Assignment for the Benefit of Creditors (the “Assignment”) to **Silent Circle (assignment for the benefit of creditors), LLC** (“Assignee”), a Delaware limited liability company, as assignee, pursuant to Delaware state law. Please note that with the exception of the relationship created by the Assignment, and despite their similarity in name, Assignor and Assignee have no corporate affiliation to each other. A true and correct copy of the document evidencing the Assignment is enclosed. Pursuant to the Assignment, Silent Circle transferred ownership of all of its rights in tangible and intangible assets (collectively, the “Assets”) to Assignee for liquidation. Assignee shall liquidate the Assets, wind down Silent Circle and distribute the net liquidation proceeds to creditors of Silent Circle who timely submit claims as instructed below.

PLEASE TAKE FURTHER NOTICE that all entities asserting any claim against **Silent Circle, Inc.** must submit a **proof of claim and proper supporting documentation** to the addressee listed below no later than **January 15, 2019**. A proof of claim form is enclosed with this Notice. Claims should be sent by United States Postal Service or facsimile:

Silent Circle (assignment for the benefit of creditors), LLC
P.O. Box 391600
Mountain View, California 94039-1600
United States
+1 650 412-2521 Facsimile

PLEASE TAKE FURTHER NOTICE that any claimant who fails to timely submit a Claim in accordance with the instructions set forth above shall be barred from sharing in any distribution of proceeds of the liquidation of the Assets of Silent Circle and shall not receive any payment from the Assignee.

Dated: August 13, 2018

**Silent Circle (assignment for the benefit of creditors),
LLC, in its sole and limited capacity as assignee for
the benefit of creditors of Silent Circle, Inc.**

By: /s/ Michael A. Maidy
MICHAEL A. MAIDY, Manager

Assignment for the Benefit of Creditors of: Name of Assignor: Silent Circle, Inc. Name of Assignee: Silent Circle (assignment for the benefit of creditors), LLC Date of Assignment: July 19, 2018	PROOF OF CLAIM	THIS SPACE IS FOR OFFICE USE ONLY
Name of Creditor <i>(the person or entity to whom Assignor owes money or property):</i> Social Security or Tax I.D. #: _____	Additional Information: (check box) <input type="checkbox"/> Address differs from the address on the envelope sent to you on behalf of the Assignee. <input type="checkbox"/> Claim amends a previously filed claim. If so, for such claim, indicate: - Claim number: _____ - Date claim mailed: _____ <input type="checkbox"/> Payment should be sent to different address. Indicate name and address: _____ _____	DATE RECEIVED: _____ CLAIM NO.: _____
Name and address where notices should be sent: Telephone Number: () _____ - _____ Contact name: _____ Email Address: _____		
1. Amount of Claim (as of assignment date): \$ _____ <input type="checkbox"/> Check box if all or part of claim is secured and complete item 4. <input type="checkbox"/> Check box if all or part of claim is entitled to priority and complete item 5. <input type="checkbox"/> Check box if all or part of amount is for equity interest and complete item 6. <input type="checkbox"/> Check box if claim includes interest or other charges in addition to the Principle amount of the claim and state amount: \$ _____ In addition, attach statement that itemizes interest or charges. Date debt was incurred: _____		2. Basis for Claim: (check one) <input type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input type="checkbox"/> Money loaned <input type="checkbox"/> Equipment leased <input type="checkbox"/> Taxes <input type="checkbox"/> Equity Interest <input type="checkbox"/> Other (Describe briefly): _____ _____ If Court Judgment, date Judgment obtained: _____
3. Last four digits of any number by which creditor identifies assignor: _ _ _ _	3a. Assignor may have scheduled account as: _____	
<div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> 4. Secured Claim: Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach all documents that support the contention that the claim is secured. Nature of property or right to setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Personal Property <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: _____ </div> <div style="width: 48%;"> Amount of arrearage and other charges as of the time the of assignment, included in secured claim, if any: \$ _____ Basis for perfection: _____ _____ </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 48%;"> Value of Property: \$ _____ Annual Interest Rate: _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable (when assignment started) </div> <div style="width: 48%;"> Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____ </div> </div>		
5. Priority Claim: Amount of Claim entitled to priority (See instruction #5) and the basis on which such priority is claimed. If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount. <div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> <input type="checkbox"/> Wages, salaries, bonuses, severance or commissions earned within 90 days prior to the assignment. <input type="checkbox"/> Contributions to an employee benefit plan. <input type="checkbox"/> Taxes or penalties owed to governmental units. </div> <div style="width: 48%;"> <input type="checkbox"/> Other – Specify: _____ Amount entitled to priority: \$ _____ Basis for priority (describe): _____ </div> </div>		
6. Equity Interest: Number of Shares Held: _____ Basis/Value Per Share: \$ _____ Type: <input type="checkbox"/> Common <input type="checkbox"/> Preferred; attach documentation		
7. Documents: Attach copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. If the claim is secured, and box 4 has been completed, attach copies of documents providing evidence of perfection of a security interest. <i>(See instruction #7)</i> DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain: _____		
8. DATE-STAMPED COPY To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.		
9. Signature: Check the appropriate box: <input type="checkbox"/> I am the creditor. <input type="checkbox"/> I am the creditor's authorized agent. <input type="checkbox"/> I am a guarantor, surety, endorser, or other co-debtor.		
BY MY SIGNATURE BELOW, I DECLARE UNDER PENALTY OF PERJURY, UNDER THE LAWS OF THE STATE OF CALIFORNIA, THAT THE INFORMATION PROVIDED HEREIN AND ATTACHED HERETO IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.		
Print Name: _____ Title: _____ Company: _____ Signature: _____ Dated: _____ Telephone Number: () _____ - _____ Email Address: _____		

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations. In certain circumstances, exceptions to these general rules may apply.

Items to be completed in Proof of Claim form

Name of Assignor and Assignee:

Fill in the assignor's and assignee's full name as outlined on the Notice of Assignment. If the creditor received a notice of assignment from the assignee, all of this information is contained in the first paragraph of the notice.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the assignment. Provide contact information and tax I.D. or social security number to avoid delays of possible distributions. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the assignee informed of its current address.

Additional Information:

Check the box(es) and follow the instructions if the notice address is incorrect, an existing claim is being amended, the same claim has been filed by another party, or the payment address is different.

1. Amount of Claim as of Date Case Filed:

State the total amount owed to the creditor on the date of the assignment. Include the date (s) on which such debt was incurred. Check the box(es) and follow the instructions concerning whether to complete items 4, 5, 6 or if interest or other charges are included in the claim and if so, state the amount.

2. Basis for Claim:

State the type of debt or interest or how it was incurred. Examples include goods sold, money loaned, services performed, wages, or equipment leased. If a court judgment has been obtained, please indicate the date the judgment was obtained. If the claim is based on delivering health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if there is an objection to the claim.

3. Last Four Digits of Any Number by Which Creditor Identifies Assignor:

State only the last four digits of the assignor's account or other number used by the creditor to identify the assignor.

3a. Assignor May Have Scheduled Account As:

Report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the assignor.

4. Secured Claim:

Check whether the claim is fully or partially secured. Skip this section if the

claim is entirely unsecured or equity. (See Definitions.) If the claim is secured, check the box for the nature and value of property that secures the claim, attach copies of lien documentation, and state, as of the date of the assignment, the annual interest rate (and whether it is fixed or variable), and the amount past due on the claim.

5. Amount of Claim Entitled to Priority:

If any portion of the claim falls into any category shown, check the appropriate box(es) and state the amount entitled to priority. (See Definitions.) A claim may be partly priority and partly non-priority. For example, in certain categories, the law limits the amount entitled to priority.

6. Equity Interest:

Provide the details for any equity investment made in the assignor, including number of shares and consideration remitted for each share. To the extent the equity was issued on a preferred basis, provide documentation detailing additional rights of stock purchased, including dividend rights, liquidation preferences or distribution multiples.

7. Documents:

Attach copies of any documents that show the debt exists and a lien secures the debt, if applicable. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary in addition to the documents themselves. If the claim is based on delivering health care goods or services, limit disclosing confidential health care information.

Do not send original documents, as attachments may be destroyed after scanning.

8. Acknowledgment of Filing of Claim:

To receive acknowledgment of your filing, you must enclose a stamped self-addressed envelope and a copy of the proof of claim as filed.

9. Date and Signature:

The individual completing this proof of claim must sign and date it. If you sign this form, you declare under penalty of perjury that the information provided is true and correct to the best of your knowledge, information, and reasonable belief. If your name is on the signature line, you are responsible for the declaration. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. If the claim is filed by an authorized agent, attach a complete copy of any power of attorney, and provide both the name of the individual filing the claim and the name of the agent. If the authorized agent is a servicer, identify the corporate servicer as the company.

DEFINITIONS

Assignment

An assignment for the benefit of creditors is an insolvency action taken under state law, whereby the insolvent entity ("Assignor") transfers legal and equitable title, as well as custody and control, of all of its property, to a third party ("Assignee") in trust, to apply the proceeds of sale to the Assignor's creditors in accord with priorities established by law.

Assignee

Assignee is the person or special purpose entity that has been appointed by the assignor.

Assignor

Assignor is the corporation, or other entity that has undertaken the assignment.

Bar Date

The Bar Date is the date established in the assignment notice by which all claims must be submitted.

Creditor

A creditor is a person, corporation, or other entity to whom assignor owes a debt that was incurred prior to the date of the assignment.

Claim

A claim is the creditor's right to assert a claim for a debt owed by the assignor as of the date of the assignment. A claim may be secured, unsecured or for equity.

Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the assignor on the date of the assignment. The creditor must file the form with the assignee prior to claims deadline (the "Bar Date")

Secured Claim

A secured claim is one backed by a lien on property of the assignor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a assignor or may be obtained through a court proceeding. In some states, a court judgment is a lien. A claim also may be secured if the creditor owes the assignor money (has a right to setoff).

Unsecured Claim

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

Claim Entitled to Priority

Priority claims are certain categories of unsecured claims that are paid from the available money or property in an assignment before other unsecured claims.

Evidence of Perfection

Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

GENERAL ASSIGNMENT

This General Assignment is made as of the 19th day of July 2018, by Silent Circle, Inc., a Delaware corporation, with offices at 7134 Columbia Gateway Drive, Suite 150, Columbia, Maryland 21046, hereinafter referred to as "Assignor", to Silent Circle (assignment for the benefit of creditors), LLC, a Delaware limited liability company, hereinafter referred to, along with any successors and assigns, as "Assignee".

RECITALS

WHEREAS, Assignor has determined that, based upon its business prospects, entering into this Assignment is in the best interests of the Assignor's creditors; and

WHEREAS, Assignor believes that Assignee is well qualified to efficiently administer the Assignment for the benefit of the Assignor's creditors;

NOW, THEREFORE, for valuable consideration, the receipt of which is duly acknowledged, the parties agree as follows:

AGREEMENT

1. Assignment of Assets.

(a) Assignor, for and in consideration of the covenants and agreements to be performed by Assignee, as hereinafter contained, and for good and valuable consideration, receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, assign, convey and transfer to Assignee, its successors and assigns, in trust, for the benefit of Assignor's creditors generally, all of the property of Assignor of every kind and nature and wheresoever situated, both real (but not facility lease arrangements) and personal, and any interest or equity therein not exempt from execution, including, but not limited to, all that certain stock of merchandise, equipment, furniture, fixtures, accounts, books, cash on hand, cash in bank, deposits, patents, copyrights, trademarks and trade names and all associated goodwill, source codes, software, and related documentation, insurance policies, and choses in action that are legally assignable, together with the proceeds of any existing non-assignable choses in action that may hereafter be recovered or received by Assignor. Assignor agrees to execute such additional documents as shall be necessary to accomplish the purposes of this Assignment.

(b) This Assignment specifically includes and covers all claims for refund or abatement of all excess taxes heretofore or hereafter assessed against or collected from Assignor by the U.S. Treasury Department or any other taxing agency, and Assignor agrees to sign and execute power of attorney or such other documents as required to enable Assignee to file and prosecute, compromise and/or settle, all such claims before the Internal Revenue Service, U.S. Treasury Department or any other taxing or other Governmental agency.

(c) Assignee is to receive said property, conduct said business, should it deem it proper, and is hereby authorized at any time after the signing hereof by Assignor to sell and dispose of said property upon such time and terms as it may see fit, and is to pay to creditors of Assignor pro rata, the net proceeds arising from the conducting of said business and sale and disposal of said property, after deducting all moneys which Assignee may at its option pay for the discharge of any lien on any of said property and any indebtedness which under the law is entitled to priority of payment, and all expenses, including a reasonable fee to Assignee and its attorneys.

2. Payment of Fees. Assignee shall be entitled to pay the fees and expense reimbursements set forth in the Compensation and Expense Reimbursement Agreement dated as of the date hereof between the Assignor and the Assignee (the "Fee Letter").

3. Appointment of Agents. Assignee is authorized and empowered to appoint and compensate such agents, field representatives and/or attorneys and/or accountants as it may deem necessary, and such agents and/or field representatives shall have full power and authority to open bank accounts in the name of Assignee or its nominees or agents and to deposit assigned assets or the proceeds thereof in such bank accounts and to draw checks thereon and with the further power and authority to do such other acts and to execute such papers and documents in connection with this Assignment as Assignee may consider necessary or advisable.

4. Certain Acknowledgments Regarding Transfer. Assignor acknowledges that certain of the assets being assigned under this General Assignment may be subject to restrictions on the use or transfer of such assets, the unauthorized use or transfer of which may result in further damages or claims. Such assets may include, without limitation, intellectual property rights of the Assignor (e.g., trade names, service names, registered and unregistered trademarks and service marks and logos; internet domain names; patents, patent rights and applications therefor, copyrights and registrations and applications therefor; software and source code (and software licenses with respect thereto); customer lists and customer information; know-how, trade secrets, inventions, discoveries, concepts, ideas, methods, processes, designs, formulae, technical data, drawings, specifications, data bases and other proprietary assets (collectively, "Intellectual Property")). Assignor represents and warrants that its officers, directors, shareholders, employees, agents, customers and other third parties have been advised not to use, remove or cause a transfer (other than pursuant to this General Assignment) of any of the assets of Assignor, including without limitation the Intellectual Property, either prior or subsequent to this General Assignment, except as expressly authorized in writing in advance, which written authorization is not inconsistent with or otherwise may constitute a breach of any other written agreement. Except as authorized in writing, which has been disclosed in writing to Assignee, Assignor further represents and warrants that no asset (including, without limitation, the Intellectual Property) has been transferred, used, or removed, in whole or in part, in a manner that interferes with the rights and interests of a third party(ies) in such asset or otherwise may constitute a breach of any contract with such third party(ies).

5. Representations and Warranties of the Assignor. Assignor represents and warrants to Assignee that as of the date hereof:

(a) Assignor has all requisite power and authority to execute, deliver and perform its obligations under this Assignment, including, without limitation, to transfer the property transferred to the Assignee hereby;

(b) the execution, delivery and performance by the Assignor of this Assignment has been duly authorized by all necessary corporate and other action and does not and will not require any registration with, consent or approval of, or notice to or action by, any person (including any governmental authority) in order to be effective and enforceable; and,

(c) this Assignment constitutes the legal, valid and binding obligation of the Assignor, enforceable against it in accordance with their respective terms.

6. Resignation and Replacement of Assignee. The Assignee may resign and, as a result of such resignation, be discharged from its duties hereunder at any time; provided that such resignation shall not become effective until a successor Assignee has been appointed by the resigning Assignee and such successor has accepted its appointment in writing delivered to the resigning Assignee. Any successor Assignee appointed hereunder shall execute an instrument accepting such appointment hereunder and shall deliver one counterpart thereof to the resigning Assignee. Thereupon such successor Assignee shall, without any further act, become vested with all the estate, properties, rights, powers, trusts, and duties of his predecessor in connection with the Assignment with like effect as if originally named therein, but the resigning Assignee shall nevertheless, when requested in writing by the successor Assignee, execute and deliver an instrument or instruments conveying and transferring to such successor Assignee all of the estates, properties, rights, powers and trusts of such resigning Assignor in connection with the Assignment, and shall duly assign, transfer, and deliver to such successor Assignee all property and money held by it hereunder.

7. Limitation of Liability. Assignor acknowledges that Assignee is acting solely as Assignee in connection with this Assignment and not in its personal capacity. As a result, Assignor expressly agrees that Assignee, its members, officers and agents shall not be subject to any personal liability whatsoever to any person in connection with the affairs of this Assignment, except for its own misconduct knowingly and intentionally committed in bad faith. No provision of this Agreement shall be construed to relieve the Assignee from liability for its own misconduct knowingly and intentionally committed in bad faith, except that:

(a) The Assignee shall not be required to perform any duties or obligations except for the performance of such duties and obligations as are specifically set forth in this Assignment, and no implied covenants or obligations shall be read into this Assignment against the Assignee.

(b) In the absence of bad faith on the part of the Assignee, the Assignee may conclusively rely, as to the truth, accuracy and completeness thereof, on the statements and certificates or opinions furnished to the Assignee by the Assignor and conforming to the requirements of this Assignment.

(c) The Assignee shall not be liable for any error of judgment made in good faith.

(d) The Assignee shall not be liable with respect to any action taken or omitted to be taken by it in accordance with a written opinion of legal counsel addressed to the Assignee.

In connection with the foregoing, the assignment estate shall defend, indemnify and hold the Assignee and its past and present officers, members, managers, directors, employees, counsel, agents, attorneys, parent, subsidiaries, affiliates, successors and assigns, including without limitation Sherwood Partners, Inc. (collectively, the "Indemnified Persons") harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, charges, expenses and disbursements (including reasonable attorneys' fees and costs) of any kind or nature whatsoever which may at any time be imposed on, incurred by, or asserted against any such Indemnified Person in any way relating to or arising out of this General Assignment, the Fee Letter, any other document contemplated by or referred to herein or therein, the transactions contemplated hereby or thereby, or any action taken or omitted by any Indemnified Person under or in connection with any of the foregoing, including, without limitation, with respect to any investigation, litigation or proceeding related to or arising out of any of the foregoing, whether or not any Indemnified Person is a party thereto, and including, without limitation, any other Indemnified Claims (defined below), provided, that the assignment estate shall have no obligation hereunder to any Indemnified Person with respect to indemnified claims to the extent resulting from the willful misconduct or gross negligence of any Indemnified Person. The foregoing indemnification shall survive any termination of this General Assignment or the transactions contemplated hereby. For purposes hereof, "Indemnified Claims" means any and all claims, demands, actions, causes of action, judgments, obligations, liabilities, losses, damages and consequential damages, penalties, fines, costs, fees, expenses and disbursements (including without limitation, fees and expenses of attorneys and other professional consultants and experts in connection with investigation or defense) of every kind, known or unknown, existing or hereafter arising, foreseeable or unforeseeable, which may be imposed upon, threatened or asserted against, or incurred or paid by, any Indemnified Person at any time and from time to time, because of, resulting from, in connection with, or arising out of any transaction, act, omission, event or circumstance in any way connected with this General Assignment, the Fee Letter, any other document contemplated by or referred to herein or therein, the transactions contemplated hereby or thereby, or any action taken or omitted by any Indemnified Person under or in connection with any of the foregoing, including but not limited to economic loss, property damage, personal injury or death in connection with, or occurring on or in the vicinity of, any assets of the assignment estate through any cause whatsoever, any act performed or omitted to be performed under this

General Assignment, any other document contemplated by or referred to herein, the transactions contemplated hereby, or any action taken or omitted by any Indemnified Person under or in connection with any of the foregoing, any breach by Assignor of any representation, warranty, covenant, agreement or condition contained herein or in any other agreement between Assignor and Assignee.

8. Power of Attorney. Assignor, by this General Assignment, hereby grants Assignee, an irrevocable general power of attorney, coupled with an interest, which power of attorney is for all purposes and specifically includes the right of Assignee (i) to prosecute any action in the name of Assignor as Attorney in Fact, including, but not limited to, the claims or actions identified on Schedule "____" hereto, and (ii) to transfer or assign patents, patent applications and other intellectual property, and any other assets, by the execution of assignment agreements and, where appropriate, through filings with the U.S. patent and trademark office and other U.S. and foreign filing offices. Further, on the date this General Assignment is accepted by Assignee, Assignee shall succeed to all of the rights and privileges of Assignor, including any attorney-client privilege in respect to any potential or actual claims, cases, controversies, causes of action, etc. (including, but not limited to, the claims or actions identified on Schedule "____" hereto) and shall be deemed to be a representative of Assignor with respect to all such potential or actual claims, cases, controversies, and causes of action (including, but not limited to, the claims or actions identified on Schedule "____" hereto). While Assignee is not required to defend any action being asserted against Assignor, Assignor, by this General Assignment, hereby grants Assignee an irrevocable general power of attorney, coupled with an interest, which power of attorney specifically includes the right, but not the obligation, of Assignee to defend against any action pending or brought against Assignor in the name of Assignor as Attorney in Fact.

9. Reliance.

(a) The Assignee may rely and shall be protected in acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties.

(b) The Assignee may consult with legal counsel to be selected by it, and the Assignee shall not be liable for any action taken or suffered by it in accordance with the advice of such counsel.

(c) Persons dealing with the Assignee shall look only to the assignment estate to satisfy any liability incurred by the Assignee in good faith to any such person in carrying out the terms of this Assignment, and the Assignee shall have no personal or individual obligation to satisfy any such liability.

10. Headings. The headings used in this Assignment are for convenience only and shall be disregarded in interpreting the substantive provisions of this Assignment.

11. Forwarding of Mail. Assignor authorizes the forwarding of its mail by the U.S. Postal Service as directed by Assignee.

12. Counterparts. This Assignment agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document. Facsimile or electronically transmitted signatures shall have the same force and effect as original signatures.

13. Attorneys fees and costs. Except as set forth in the Fee Letter, the parties agree that each of them shall bear its own legal costs and expenses in connection with the negotiation, drafting, execution or enforcement of this Assignment.

14. Entire Agreement. This Assignment and the Fee Letter contain the entire agreement of the parties hereto with respect to the matters covered and the transactions contemplated hereby, and no other agreement, statement, representation, warranty or promise made prior hereto or contemporaneously herewith by any party hereto, or any employee, officer, agent, or attorney of any party hereto shall be valid or binding or relied upon by any party as an inducement to enter into, or as consideration for, this Assignment.

15. Governing Law. This General Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without regard to conflicts of law principles.

16. Severability. In case any provision of this General Assignment shall be invalid, illegal or unenforceable, such provision shall be severable from the remainder of this General Assignment and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

17. Cooperation. Each party cooperated in the drafting of this General Assignment and therefore this General Assignment shall not be construed more strictly against any of the parties.

18. Time is of the Essence. Time is of the essence in the performance of and conditions set forth in this General Assignment.

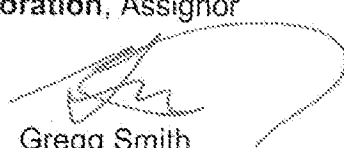
19. No Adequate Remedy at Law. Each party hereto acknowledges and agrees that damages will not adequately compensate the other party for a breach of the terms of this General Assignment and that, as such, each party shall be entitled to specific performance of this General Assignment.

IN WITNESS WHEREOF the parties hereunder set their hands the day and year first above written.


Assignor's Federal Tax I.D. Number:

Federal # 45-4594335

SILENT CIRCLE, INC., a Delaware Corporation, Assignor

By: 
Its: CEO

Silent Circle (assignment for the benefit of creditors), LLC, a Delaware limited liability company, Assignee

By: 
Its: Manager