

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
Peregrine Network, Inc., an Arizona corporation		10/05/2011	CORPORATION: ARIZONA
RECEIVING PARTY DATA			
Name:	Peregrine Network, Inc., a Delaware corporation		
Street Address:	250 N. Redwood Road		
City:	North Salt Lake		
State/Country:	UTAH		
Postal Code:	84054		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3687483	PAY AS YOU ROAM	
CORRESPONDENCE DATA			
Fax Number:	(650)474-8401		
Phone:	650-474-8400		
Email:	ptomatters@glenn-law.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Glenn Patent Group		
Address Line 1:	3475 Edison Way, Suite L		
Address Line 4:	Menlo Park, CALIFORNIA 94025		
ATTORNEY DOCKET NUMBER:	SHOT0003T		
NAME OF SUBMITTER:	Michael A. Glenn		
Signature:	/MAG/		

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 REEL: 004658 FRAME: 0331

Date:

11/09/2011

Total Attachments: 16

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “**Agreement**”) is entered into as of October 5, 2011, by and between Peregrine Network, Inc., a Delaware corporation (“**Purchaser**”), and Peregrine Network, Inc., an Arizona corporation (“**Seller**”).

RECITALS

WHEREAS, in connection with a series of Series A Preferred Stock Purchase Agreements between Purchaser and the holders of the Secured Convertible Promissory Notes issued by Seller to such holders, as listed on *Attachment 1* (collectively, the “**Assigned Notes**”), contemporaneously with the closing of the transactions contemplated by this Agreement, such holders are assigning to Purchaser all of such holders’ right, title and interest in and to the Assigned Notes. The Assigned Notes represent the obligation to pay an aggregate of principal and interest of \$6,770,281 as of June 30, 2011.

WHEREAS, Seller wishes to sell to Purchaser all of the assets of Seller, and Purchaser wishes to purchase such assets from Seller, on the terms set forth in this Agreement.

AGREEMENT

The parties to this Agreement, intending to be legally bound, agree as follows:

1. SALE OF ASSETS.

1.1 **Sale of Assets.** Seller hereby sells, assigns, transfers, conveys and delivers to Purchaser good and valid title to the Assets, on the terms and subject to the conditions set forth in this Agreement. For purposes of this Agreement, “**Assets**” shall mean and include all of the properties, rights, interests and other tangible and intangible assets of Seller (wherever located), other than the Excluded Assets identified in Section 1.5. Without limiting the generality of the foregoing, the Assets shall include:

(a) all of Seller’s intellectual property and intellectual property rights, including without limitation all Seller Registered Intellectual Property, all unregistered copyrights, trademarks and tradenames and all trade secrets and the domain names and web sites of Seller;

(b) all of Seller’s right, title, benefit, privileges and interest in, to and under all of Seller’s contracts listed on *Attachment 2* (the “**Assumed Contracts**”);

(c) all claims (including claims for past infringement of Seller’s intellectual property) and causes of action of Seller against any other individual or entity (a “**Person**”), regardless of whether or not such claims and causes of action have been asserted by Seller, and all rights of indemnity, warranty rights, rights of contribution, rights to refunds, rights of reimbursement and other rights of recovery possessed by Seller, regardless of whether such

rights are currently exercisable; provided that the Assets shall not include Seller's rights under this Agreement;

- (d) the goodwill of Seller; and
- (e) all net operating loss carryforwards of Seller.

1.2 **Purchase Price.** As full consideration for the sale of the Assets to Purchaser (collectively, the "**Purchase Consideration**"), upon execution of this Agreement, Purchaser shall:

(a) pay in full, on behalf of Seller, the amounts listed on *Attachment 3* to the creditors listed on such Attachment (the "**Creditor Payments**");

(b) cancel the Assigned Notes and the security interests granted in connection therewith;

(c) assume the liabilities of Seller listed on *Attachment 3* (the "**Assumed Liabilities**") by executing and delivering to Seller an Assignment and Assumption Agreement substantially in the form attached as *Exhibit A*;

(d) pay the reasonable legal and accounting expenses of Purchaser that are related to the preparation and negotiation of this Agreement and the Transaction Agreements;

(e) pay all amounts required by law to be paid to employees of Seller upon termination of their employment with Seller;

(f) pay to Seller cash in the amount of \$1,871,870.02, as follows: (i) \$1,856,870.02 on the Closing Date (\$946,000 of which amount has been transferred by Purchaser to Seller prior to the date of this Agreement), which amount will be paid to the creditors of Seller pursuant *Attachment 3*; (ii) \$5,000 on September 1, 2012, (iii) \$5,000 on September 1, 2013; and (iv) \$5,000 on September 1, 2014; provided that the obligation to make any payment set forth in clauses (ii), (iii) and (iv) (1) shall terminate on the date of the closing of a Liquidity Event, as defined in the Contingent Payment Agreement, and (2) are not prohibited by the terms of the Note Purchase Agreement. The amount stated in clause (i) will be adjusted as of the Closing Date as set forth on the Closing Adjustment Certificate attached as *Exhibit D*

(g) at least three business days prior to the 28th day of each of eleven consecutive calendar months commencing September 28, 2011, Purchaser will pay to Seller \$10,000, which funds Seller will use to satisfy the amounts payable under that certain Settlement Agreement and Release, dated as of September 19, 2011, between Seller and WSA Distributing, Inc., which agreement is attached hereto as *Attachment 4*;

(h) (i) at least three business days prior to October 15, 2011, Purchaser will pay to Seller \$90,000; and (ii) at least three business days prior to the first day of each of six consecutive calendar months commencing November 1, 2011, Purchaser will pay to Seller \$10,000, which funds Seller will use to satisfy the amounts payable under that certain Note

Termination Agreement and Release, dated as of September ___, 2011, between Seller and Stavros Vizirgianakis (the "SV Agreement"), which agreement is attached hereto as *Attachment 5*;

(i) issue to Mr. Vizirgianakis Three Thousand Five Hundred (3,500) shares of Series A Preferred Stock of Purchaser, as required under the SV Agreement, subject to the execution and delivery by Mr. Vizirgianakis of a Series A Preferred Stock Purchase Agreement and a Stockholder Agreement, each in the form executed and delivered by the other purchasers of Series A Preferred Stock of Purchaser;

(j) execute and deliver to Seller that certain Contingent Payment Agreement, substantially in the form attached as *Exhibit B* (the "**Contingent Payment Agreement**"), which provides for (i) payment by Purchaser to Seller of five percent of all up-front payments, if any, received by Purchaser from third parties for the exclusive right to distribute Purchaser's products and services in a certain geographic area, and (ii) upon the occurrence of certain liquidity events of Purchaser described in the Contingent Payment Agreement, if any, payment by Purchaser of five percent of the amount, if any, by which the consideration received by Purchaser and its stockholders exceeds Fifty Million Dollars (\$50,000,000). Purchaser and Seller agree that the foregoing description of the Contingent Payment Agreement is not, by itself, binding as to the interpretation of the terms and conditions thereof, which shall be governed in all respects by the Contingent Purchase Agreement. Purchaser and Seller agree to treat each payment made pursuant to the Contingent Payment Agreement as an adjustment to the Purchase Consideration for all purposes, including tax, and shall take no position contrary thereto unless required to do so by applicable law.

1.3 **Assumption.** Purchaser hereby assumes and agrees to pay, perform and discharge when due all of the Assumed Liabilities. The Assumed Liabilities shall not, however, include Seller's obligations under this Agreement. Notwithstanding the foregoing, if the assignment or transfer of rights by Purchaser pursuant to the terms of this Agreement without the consent of a third Person would constitute a breach or violation of an Assumed Contract and such consent has not been obtained as of the Closing Date, then none of the rights or obligations under such Assumed Contract shall be deemed assigned or transferred to Purchaser as of the Closing Date, and Assignee shall not be deemed to have assumed any such rights or obligations as of the Closing Date.

1.4 **Excluded Liabilities.** Notwithstanding anything to the contrary in this Agreement, the Assumed Liabilities shall not include, and Purchaser shall not be required to assume or to perform or discharge:

(a) any liability of any stockholder of Seller or any Person other than Seller;

(b) any liability of Seller arising from or relating to any action taken by Seller or its agents, or any failure on the part of Seller or its agents to take any action, at any time after the Closing;

(c) any liability of Seller or any other Person for the payment of any Tax;

(d) any liability of Seller to any employee or former employee of Seller under or with respect to employment, including any liability relating to any employee benefit plan, wages or commissions;

(e) any liability of Seller to its stockholders for any matter;

(f) any liability under any Assumed Contract, if Seller shall not have obtained, prior to the Closing, any consent required to be obtained from any Person with respect to the assignment to Purchaser of any rights or obligations under such Assumed Contract;

(g) any liability that is inconsistent with or constitutes an inaccuracy in, or that arises or exists by virtue of any breach of, (i) any representation or warranty made by Seller in this Agreement or any of the Transaction Agreements, or (ii) any covenant or obligation of Seller contained in this Agreement or any of the Transaction Agreements; or

(h) any indemnity obligation of Seller to any related party, agent or stockholder of Seller.

1.5 **Excluded Assets.** The Assets shall not include:

(a) any cash held by Seller; and

(b) the rights of Seller under this Agreement and the Transaction Agreements.

1.6 **Closing.** The consummation of the purchase and sale of the Assets, the assignment of rights under the Assumed Contracts and the assumption of the Assumed Liabilities contemplated by this Agreement (the "**Closing**") shall occur on the date of the closing of the transactions contemplated by that certain Note and Warrant Purchase Agreement (the "**Note Purchase Agreement**") between Purchaser and QUALCOMM Incorporated, subject to the satisfaction or waiver of the conditions to the Closing set forth in Section 5 (the "**Closing Date**").

2. **Representations and Warranties of Seller.**

Seller represents and warrants, to and for the benefit of Purchaser, as follows:

2.1 **Due Organization; Power.** Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Arizona and has full power and authority under applicable law to own, lease and operate its properties and to carry on its business.

2.2 **Authority; Binding Nature of Agreements.** Seller has the absolute and unrestricted right, power and authority to enter into and to perform its obligations under this Agreement. The execution, delivery and performance by Seller of this Agreement have been

duly authorized by all necessary action on the part of Seller. This Agreement constitutes the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, except as may be limited by (a) applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general application affecting enforcement of creditors' rights generally, and (b) laws relating to the availability of specific performance, injunctive relief, or other equitable remedies (collectively, the "**Enforceability Limitations**"). Upon the execution of each of the other Transaction Agreements at the Closing, each of such other Transaction Agreements to which Seller will be a party will constitute the legal, valid and binding obligation of Seller and will be enforceable against Seller in accordance with its terms, except as may be limited by the Enforceability Limitations.

2.3 **Consents.** Except as set forth in *Schedule 2.3*, Seller is not and will not be required to make any filing with or give any notice to, or to obtain any consent from any Person in connection with the execution and delivery of any of the Transaction Agreements or the consummation or performance of any of the Transactions, including the assignment of the Assumed Contracts.

2.4 **Liabilities.** *Schedule 2.4* provides an accurate schedule, as of immediately prior to the Closing, of (i) the accounts payable of Seller ; (ii) any customer deposits held by Seller ; and (iii) all notes payable and other indebtedness of Seller .

2.5 **Accrued Time Off.** *Schedule 2.5* lists each employee of Seller to whom amounts are required by law to be paid upon termination of such employee's employment with Seller, and identifies the amount so payable.

2.6 **Registered Intellectual Property.** *Schedule 2.6* lists all Company Registered Intellectual Property, setting forth, for each item, the full legal name of the owner of record, applicable jurisdiction, status, application or registration number, and date of application, registration or issuance, as applicable.

2.7 **Assets.** Seller has good and marketable title to all of the Purchased Assets, free and clear of all liens and encumbrances, except for liens for current taxes not yet due and payable and possible minor matters that, in the aggregate, are not substantial in amount and do not materially detract from or interfere with the use of the Purchased Assets.

2.8 **Assumed Contracts.** Seller is not in material breach of, and there has been no event that, with notice or the lapse of time or both, would constitute a material breach by Seller of, any Assumed Contract.

2.9 **Brokers.** Seller has not agreed or become obligated to pay, or has taken any action that might result in any Person claiming to be entitled to receive, any brokerage commission, finder's fee or similar commission or fee in connection with the Transactions.

3. **Representations and Warranties of Purchaser.**

Purchaser represents and warrants, to and for the benefit of Seller, as follows:

3.1 **Due Organization; Power.** Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has full power and authority under applicable law to own, lease and operate its properties and to carry on its business.

3.2 **Authority; Binding Nature of Agreements.** Purchaser has the absolute and unrestricted right, power and authority to enter into and to perform its obligations under this Agreement. The execution, delivery and performance by Purchaser of this Agreement have been duly authorized by all necessary action on the part of Purchaser. This Agreement constitutes the legal, valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms, except as may be limited by the Enforceability Limitations. Upon the execution of each of the other Transaction Agreements at the Closing, each of such other Transaction Agreements to which Purchaser will be a party will constitute the legal, valid and binding obligation of Purchaser and will be enforceable against Purchaser in accordance with its terms, except as may be limited by the Enforceability Limitations.

3.3 **Brokers.** Purchaser has not become obligated to pay, and has not taken any action that might result in any Person claiming to be entitled to receive, any brokerage commission, finder's fee or similar commission or fee in connection with the Transactions.

4. **Covenants.**

4.1 **Change of Name.** As soon as practicable following the Closing, Seller will amend its Articles of Incorporation to change its name to a name that is not similar to "Peregrine Network."

4.2 **Conduct of Business.** From and after the Closing, Seller will not conduct business of any nature, other than its receipt of any payments set forth in this Agreement.

4.3 **Delivery of Computer Software Programs and Applications.** All computer software programs and applications that are part of the Assets ("*Software Assets*") will be transferred by Seller to Purchaser by remote telecommunications from Seller's place of business to or through Purchaser's computer system. Seller and Purchaser agree that no Software Assets will be delivered to Purchaser on any tangible personal property, such as storage media.

4.4 **Employee Benefit Plans.** As soon as practicable following the Closing Date, Seller will terminate all employee benefit plans.

4.5 **Seller Board.** As soon as practicable following the Closing Date, Seller will hold an election of directors to serve on Seller's Board of Directors. None of such directors shall be stockholders, employees, executives or directors of, or consultants to, Purchaser.

4.6 **Books and Records.** At and after the Closing Date, Seller will deliver to Purchaser copies of such books and records of Seller that Purchaser reasonably requests.

4.7 **Insurance.** From and after the Closing Date, Seller will maintain with reputable carriers Business Liability Insurance and other insurance policies in form and substance

reasonably approved by Purchaser. Purchaser shall be named an additional insured under all such insurance policies.

4.8 Sales and Other Taxes.

(a) Seller shall (i) bear and pay, and shall indemnify Purchaser against, any sales taxes, use taxes, transfer taxes, documentary charges, recording fees or similar taxes, charges, fees or expenses that may become payable in connection with the sale of the Assets to Purchaser; and (ii) file all necessary Tax Returns and other documentation with respect to such taxes; provided, however, that, if required by applicable law, Purchaser shall join in the execution of any such Tax Returns and other documentation. No execution of any Tax Returns by Purchaser shall be deemed to create any Liability of Purchaser to Seller or any other Person.

(b) Seller shall be responsible for and shall pay any Taxes (and shall be entitled to all refunds of any Taxes) arising or resulting from or in connection with the ownership of the Assets or operation of the Business attributable to any Taxable period ending on the Closing Date or, in the case of any Taxable period which includes but does not end on the Closing Date, the portion of such Taxable period up to and including the Closing Date. Purchaser shall be responsible for and shall pay any Taxes (and shall be entitled to all refunds of any Taxes) arising or resulting from or in connection with the ownership of the Assets or operation of the Business attributable to any Taxable period beginning after the Closing Date or, in the case of any Taxable period which includes but does not end on the Closing Date, the portion of such Taxable period beginning after the Closing Date.

(c) All real property, personal property, *ad valorem* or other similar Taxes (not including transfer taxes or income taxes) levied with respect to the Assets for a Taxable period which includes but does not end on the Closing Date, shall be apportioned between Seller and Purchaser based on the number of days included in such period up to and including the Closing Date and the number of days included in such period beginning after the Closing Date.

4.9 **Further Assurances.** After the Closing, at the request of the other party, each party will execute and deliver such other instruments and do and perform such other acts and things as may be reasonably necessary or desirable for effecting completely the consummation of the Transactions.

5. Conditions to Closing.

5.1 **Conditions to Both Parties' Obligations.** The obligation of Seller and Purchaser to consummate the purchase and sale of the assets and the other Transactions will be subject to the satisfaction at or prior to the Closing of each of the following conditions, any of which may be waived by the parties:

(a) No temporary restraining order, preliminary or permanent injunction or other order issued by any court of competent jurisdiction or other legal or regulatory restraint or prohibition preventing the consummation of the asset purchase transactions or the

other Transactions shall be in effect, and there shall be no pending action, proceeding or other application before any Governmental Entity seeking any such order, restraint or prohibition.

5.2 **Conditions to Purchaser's Obligations.** The obligation of Purchaser to consummate the purchase and sale of the assets and the other Transactions will be subject to the satisfaction at or prior to the Closing of each of the following conditions, any of which may be waived by Purchaser:

(a) The representations and warranties of Seller contained in this Agreement shall have been true and correct on and as of the date of this Agreement and shall be so true and correct on and as of the Closing Date with the same force and effect as if made on and as of the Closing Date.

(b) Seller shall have performed or complied in all material respects with all covenants and obligations of this Agreement required to be performed or complied with by Seller on or prior to the Closing Date.

(c) Seller shall have (i) executed and delivered to Purchaser the Assignment and Assumption Agreement, (ii) executed and delivered to Purchaser the Bill of Sale substantially in the form attached as *Exhibit C*, and (iii) executed, delivered and filed such documents and notices as are required to transfer title and ownership to Purchaser of all Seller Registered Intellectual Property, to the reasonable satisfaction of Purchaser.

(d) Seller shall have delivered to Purchaser the opinion of the law firm of E. J. Peskind, substantially in the form attached as *Exhibit D*.

5.3 **Conditions to Seller's Obligations.** The obligation of Seller to consummate the purchase and sale of the assets and the other Transactions will be subject to the satisfaction at or prior to the Closing of each of the following conditions, any of which may be waived by Seller:

(a) The representations and warranties of Purchaser contained in this Agreement shall have been true and correct on and as of the date of this Agreement and shall be so true and correct on and as of the Closing Date with the same force and effect as if made on and as of the Closing Date.

(b) Purchaser shall have performed or complied in all material respects with all covenants and obligations of this Agreement required to be performed or complied with by Purchaser on or prior to the Closing Date.

(c) Purchaser shall have delivered and paid to or on behalf of Seller that portion of the Purchase Consideration that is to be delivered or paid at Closing, including without limitation execution and delivery of (i) the Contingent Payment Agreement, and (ii) the Assignment and Assumption Agreement.

6. Indemnification.

6.1 **Survival or Representations and Warranties.** If the Transactions are consummated, the representations and warranties of Seller set forth in this Agreement or any Transaction Agreement shall survive the Closing Date for an unlimited period of time.

6.2 **Indemnification by Seller.** Seller shall indemnify and hold harmless Purchaser and its officers, directors, employees, partners, members, agents and Affiliates (the “**Indemnified Parties**”) against any and all claims, losses, royalties, liabilities, damages (including solely with respect to third-party claims and not with respect to any other claims, punitive, special, exemplary or similar damages claimed by such third party), interest and penalties, costs and expenses, including reasonable attorneys’ fees and expenses, and expenses of investigation and defense (collectively “**Losses**”) incurred or suffered by any such Indemnified Party directly or indirectly as a result of, with respect to or in connection with:

(a) any failure of any representation or warranty of Seller set forth in this Agreement or any Transaction Agreement to be true and correct in all respects as of the date of this Agreement and as of the Closing;

(b) any failure by Seller to fully perform, fulfill or comply with any covenant or agreement in this Agreement or in any Transaction Agreement;

(c) any claim by any current or former holder or alleged current or former holder of any equity or ownership interest of Seller, relating to or arising out of the Transactions, this Agreement, or any Transaction Agreement, including without limitation claims regarding the sufficiency or form of the Purchase Consideration;

(d) any Excluded Liability; and

(e) defending any third-party claim alleging the occurrence of facts or circumstances that, if true, regardless of the outcome of such defense, would entitle an Indemnified Party to indemnification pursuant to any of the other provisions of this Section 6.2.

6.3 Limitations.

(a) In the event of a claim for indemnification, the Indemnified Parties’ sole remedy shall be (i) to cause Seller to pay over to such Indemnified Parties the proceeds of any insurance policy of Seller, or to collect such proceeds directly from the issuer of any such insurance policy that names Purchaser as an additional insured (or, if the Indemnified Party is not Purchaser, from Purchaser, if the insurance proceeds are received by Purchaser), and, without duplication of any amount of Loss, (ii) to deduct (and, if the Indemnified Party is not Purchaser, to cause Purchaser to pay to such Indemnified Party) the amount of the Loss from the amounts otherwise payable by Purchaser to Seller pursuant to the Contingent Payment Agreement.

(b) The aggregate liability of Seller for indemnification pursuant to this Article 6 shall be limited to (i) the proceeds of any insurance policy of Seller and (ii) the

amounts otherwise payable by Purchaser to Seller pursuant to the Contingent Payment Agreement.

(c) The indemnification remedies provided in this Article 6 shall be the exclusive remedy of the Indemnified Parties for claims arising under the Transaction Agreements, provided, however, this Section 6.3(c) does not preclude a party from bringing an action for specific performance or other equitable remedy to require a party to perform its obligations under this Agreement.

6.4 Purchase Consideration Adjustment. Seller and Purchaser agree to treat each indemnification payment pursuant to this Article 6 as an adjustment to the Purchase Consideration for all tax purposes and shall take no position contrary thereto unless required to do so by applicable law.

7. Termination.

7.1 Prior to Closing. This Agreement may be terminated and the Transactions abandoned at any time prior to the Closing Date, regardless of whether this Agreement and/or the Transactions have been approved by the stockholders of Seller, by the written agreement of Seller and Purchaser.

7.2 Liquidity Event. This Agreement shall terminate automatically on the date of the closing of a Liquidity Event, as defined in the Contingent Payment Agreement.

8. Miscellaneous.

8.1 Governing Law; Arbitration. This Agreement shall be governed by and construed under the laws of the State of Delaware, without regard to the conflict of laws provisions thereof. Any dispute arising out of or relating to this Agreement or any Transaction Agreement, or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Salt Lake City, Utah, before a sole arbitrator. The arbitration shall be administered by the American Arbitration Association in accordance with its rules and procedures. Judgment on the award may be entered in any court having jurisdiction. Neither party shall be entitled to recover punitive or special damages or damages for lost profits.

8.2 Assignment. Purchaser may freely assign any or all of its rights under this Agreement, in whole or in part, to any other Person without obtaining the consent or approval of any other Person. Seller shall not be permitted to assign any of its rights or delegate any of its obligations under this Agreement without Purchaser's prior written consent.

8.3 Successors and Assigns. Except as otherwise expressly provided, the provisions of this Agreement shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors, and administrators of the parties.

8.4 Entire Agreement. This Agreement constitutes the full and entire understanding and agreement among the parties with regard to the subjects hereof, and no party

shall be liable or bound to any other party in any manner by any representations, warranties, covenants, or agreements except as specifically set forth herein. Nothing in this Agreement, express or implied, is intended to confer upon any third party any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except that, as to Sections 1.2(h) and (i), Mr. Vizirgianakis is an intended third-party beneficiary.

8.5 Severability. If any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be unenforceable, this Agreement shall continue in full force and effect without said provision; provided, however, that no such severability shall be effective if it materially changes the economic benefit of this Agreement to any party.

8.6 Waiver. No failure or delay on the part of any party to exercise any power, right, privilege or remedy under this Agreement shall operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy. Neither party shall be deemed to have waived any claim arising out of this Agreement, or any power, right, privilege, condition or remedy under this Agreement, unless such waiver is expressly set forth in a written instrument duly executed and delivered on behalf of such party, and any such waiver shall be applicable and have effect only in the specific instance in which it is given.

8.7 Amendment. Any term of this Agreement may be amended and the observance of any term of the Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively), only with the written consent of Seller and Purchaser.

8.8 Notices. All notices and other communications required or permitted hereunder shall be in writing and shall be deemed effectively given (a) upon personal delivery, (b) two business days following deposit with the United States Post Office, by first class mail, postage prepaid, addressed to the address as set forth on the signature page to this Agreement, or at such other address as either party shall have furnished to the other in writing, or (c) upon sending by email to the address set forth on the signature page to this Agreement.

8.9 Further Actions. From and after the date hereof, Seller shall cooperate with Purchaser and shall execute and deliver such documents and take such other actions as Purchaser may reasonably request, for the purpose of evidencing the Transactions and putting Purchaser in possession and control of all of the Assets and the Assumed Liabilities. Without limiting the generality of the foregoing, from and after the date hereof, Seller shall promptly remit to Purchaser any funds that are received by Seller and that are included in, or that represent payment of receivables included in, the Assets. Seller: (a) hereby irrevocably authorizes Purchaser, at all times on and after the date hereof, to endorse in the name of Seller any check or other instrument that is made payable to Seller and that represents funds included in, or that represents the payment of any receivable included in, the Assets; and (b) hereby irrevocably nominates, constitutes and appoints Purchaser as the true and lawful attorney-in-fact of Seller (with full power of substitution) effective as of the date hereof, and hereby authorizes Purchaser, in the name of and on behalf of Seller, to execute, deliver, acknowledge, certify, file and record

any document, to institute and prosecute any Proceeding (as defined below) and to take any other action (on or at any time after the date hereof) that Purchaser may deem appropriate for the purpose of (i) collecting, asserting, enforcing or perfecting any claim, right or interest of any kind that is included in or relates to any of the Assets, (ii) defending or compromising any claim or Proceeding relating to any of the Assets and the Assumed Liabilities, or (iii) otherwise carrying out or facilitating any of the Transactions. The power of attorney referred to in the preceding sentence is and shall be coupled with an interest and shall be irrevocable, and shall survive the dissolution or insolvency of Seller.

8.10 Specific Performance. Seller and Purchaser agree that irreparable damage would occur in the event that any of the provisions of this Agreement or any Transaction Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to seek an injunction or injunctions to prevent breaches of this Agreement or any Transaction Agreement and to enforce specifically the terms and provisions hereof in any court of the United States or any state or foreign jurisdiction having jurisdiction, this being in addition to any other remedy to which they are entitled at law or in equity.

8.11 Counterparts. This Agreement may be executed in any number of counterparts, each of which is an original, and all of which together shall constitute one instrument.

8.12 Headings. The headings contained in this Agreement are for convenience of reference only, shall not be deemed to be a part of this Agreement and shall not be referred to in connection with the construction or interpretation of this Agreement.

8.13 Construction. For purposes of this Agreement, whenever the context requires: the singular number shall include the plural, and vice versa; the masculine gender shall include the feminine and neuter genders; the feminine gender shall include the masculine and neuter genders; and the neuter gender shall include the masculine and feminine genders. The parties hereto agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Agreement. As used in this Agreement, the words "include" and "including," and variations thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words "without limitation."

9. Defined Terms.

9.1 "Governmental Entity" means any (i) federal, state, local, foreign or other government authority, including any nation, state, commonwealth, province, territory, county, municipality, district or other juridical or political body; (ii) public primary, secondary or higher educational institution; or (iii) other governmental, self-regulatory or quasi-governmental authority of any nature (including any governmental division, department, agency, commission, instrumentality, official, organization, unit, body or entity and any court or other tribunal).

9.2 **“Proceeding”** means any action, suit, litigation, arbitration, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding and any informal proceeding), prosecution, contest, hearing, inquiry, inquest, audit, examination or investigation commenced, brought, conducted or heard by or before, or otherwise involving, any court, governmental body or any arbitrator or arbitration panel.

9.3 **“Seller Registered Intellectual Property”** means all United States, international and foreign: (a) patents and patent applications (including provisional applications and design patents and applications) and all reissues, divisions, divisionals, renewals, extensions, counterparts, continuations and continuations-in-part thereof, and all patents, applications, documents and filings claiming priority thereto or serving as a basis for priority thereof; (b) registered trademarks, service marks, applications to register trademarks, applications to register service marks, intent-to-use applications, or other registrations or applications related to trademarks; (c) registered copyrights and applications for copyright registration; (d) domain name registrations and Internet number assignments; and (e) any other intellectual property that is the subject of an application, certificate, filing, registration or other document issued, filed with, or recorded by any Governmental Entity.

9.4 **“Transaction Agreements”** means (a) the Assignment and Assumption Agreement, (b) the Contingent Payment Agreement, (c) all agreements, notices and documents filed or required to be filed to effectuate the transfer of any Seller Registered Intellectual Property, and (d) the Bill of Sale.

9.5 **“Transactions”** means the transactions contemplated by this Agreement and the Transaction Agreements.

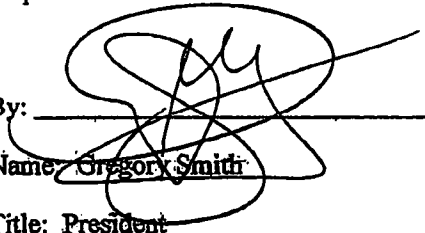
Schedules and Exhibits

Schedule 2.3	Required Consents
Schedule 2.4	Liabilities
Schedule 2.5	Accrued Time Off
Schedule 2.6	Registered IP
Attachment 1	Assigned Notes
Attachment 2	Assumed Contracts
Attachment 3	Creditor Payments and Assumed Liabilities
Attachment 4	WSA Settlement Agreement
Attachment 5	Vizirgianakis Settlement Agreement
Exhibit A	Assignment and Assumption Agreement
Exhibit B	Contingent Payment Agreement
Exhibit C	Bill of Sale
Exhibit D	Closing Adjustment Certificate

The parties to this Agreement have caused this Agreement to be executed and delivered as of the date of this Agreement.

SELLER

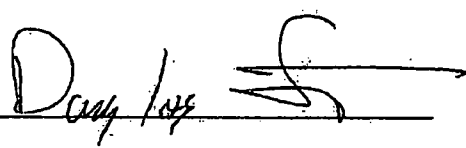
Peregrine Network, Inc., an Arizona corporation

By: 
Name: ~~Gregory Smith~~
Title: President

Address: 8725e. Via De Commercio
Suite A-100 Scottsdale AZ 85258
Email: gsmith@peregrinenet.com

PURCHASER

Peregrine Network, Inc., a Delaware corporation

By: 
Name: Douglas Sobieski
Title: Chief Executive Officer

Address: 250 N. Redwood Road
North Salt Lake, UT 84054
Email: dsobieski@peregrinenet.com

Schedule 2.6
Asset Purchase Agreement
Registered IP

Copyrights

VA0001052370 / 2000-09-13

Patents

US PATENT 7,502,454

US PATENT 6,965,667

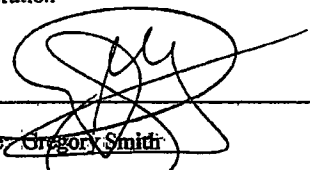
US PATENT D452,628

Trademarks

United States Trademark No. 3,687,483, "PAY AS YOU ROAM"

SELLER

Peregrine Network, Inc., an Arizona corporation

By: 
Name: Gregory Smith

Title: President

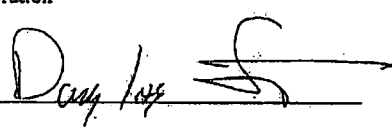
Address: 8725e. Via De Commercio

Suite A-100 Scottsdale AZ 85258

Email: gsmith@peregrinenet.com

PURCHASER

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By: 
Name: Douglas Sobieski

Title: Chief Executive Officer

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North Salt Lake, UT 84054

Email: dsobieski@peregrinenet.com