

Clarke, Modet & C^o

COLOMBIA

P-2939

SUPERINTENDENCIA DE INDUSTRIA Y COMERCIO DIVISION DE NUEVAS CREACIONES

E. S. D.

SUPERINTENDENCIA DE INDUSTRIA Y COMERCIO



No. 11-064607- -00003-0000

Fecha: 2011-11-22 15:45:29 Dep. 2020 DIR.NUEVASC
Tra. 11 PATENTEIYII Eve: 379 FASENACIONALII
Act. 444 RESPUESTAREQUE Folios: 42

Ref.: Expediente No. 11.064.607
Solicitud de Patente a nombre de
SMART HUB. PTE. LTD.

Yo, DILIA MARÍA RODRÍGUEZ D'ALEMAN, identificada como aparece al pie de mi firma, domiciliada en la Carrera 11 No. 86-53, piso 6, obrando como apoderada de la sociedad **SMART HUB. PTE. LTD.**, solicitante de la patente de la referencia, en respuesta al oficio No. 12410 notificado por fijación en lista el día 11 de Agosto de 2011, atentamente me permito presentar:

1. Formulario de modificación donde se registra el cambio de nombre de la sociedad SMARTCONNECT HOLDING PTE. LTD a **SMART HUB. PTE. LTD.** Al formulario lo acompaña los siguientes documentos:
 - a. Copia auténtica de Certificado donde consta el cambio de nombre, debidamente legalizado, con su respectiva traducción al español.
 - b. Copia auténtica del documento de poder junto con el Certificado de Existencia y Representación Legal de dicha sociedad y con su respectiva traducción del inglés al español.
2. Documento donde consta la cesión del derecho a la patente otorgada por los inventores a favor de la sociedad SMART COMMUNICATIONS, INC debidamente legalizado.
3. Documento donde consta la cesión del derecho a la patente otorgada por SMART COMMUNICATIONS, INC a favor de la sociedad SMARTCONNECT HOLDING PTE. LTD debidamente legalizado.

Sobre los documentos en inglés, es importante resaltar que de conformidad con las normas legales vigentes, artículo 1 de la Resolución 210 de 2001, expedida por el Superintendente de Industria y Comercio y artículo 2 de la Convención de la Haya, el documento en inglés que se pretenda aportar como parte de los trámites de propiedad industrial ante la Superintendencia de Industria y Comercio no requieren traducción. Por otro lado, la legalización consular y/o diplomática de los documentos expedidos en el extranjero no es necesaria. Por lo tanto, los documentos anexos a este memorial son válidamente presentados en idioma inglés y con la correspondiente apostilla.

Espero con esto haber dado cabal cumplimiento a lo solicitado por ese despacho y de conformidad con lo indicado en los artículos 3º, inciso 3, 35 inciso 2 y 59 inciso 2 del CCA, al analizar este memorial, atentamente ruego se traten todas las cuestiones planteadas con motivo del mismo.

Señor Superintendente,



DILIA MARÍA RODRÍGUEZ D'ALEMAN
C.C. 41.654.882 de Bogotá.
T.P. 20824 CSJ

FORMULARIO ÚNICO DE CORRECCIONES Y MODIFICACIONES

SOLICITUD DE:

1

☐

Corrección de error material

☒

Modificación a una solicitud.

2

SOLICITANTE
(71)

Nombre: SMART HUB PTE, LTD.
Dirección: 100 Beach Road, Nr. 25-06 Shaw
Towers, Singapore 189702
Nacionalidad o domicilio: Singapore
Lugar de Constitución: Singapore

Teléfono:
E-mail

Fax:

IDENTIFICACIÓN

C.C. ☒

NIT ☐

C.E. ☐

Otro ☐

Cual _____

Número _____

3

REPRESENTANTE
O APODERADO
(74)

Nombre: DILIA MARÍA RODRÍGUEZ
D'ALEMAN
Dirección: Carrera 11 No. 86-53, piso 6
Teléfono: 6 181088 Fax: 6350824
E-mail: clarkemodet@clarkemodet.com.co

IDENTIFICACIÓN

C.C. ☒

NIT ☐

C.E. ☐

Otro ☐

Cual _____

Número 41.654.882
TP 20824 CSJ

4 Número del expediente: 11.064.607

5 Descripción de la corrección o modificación solicitada: Que se anote: El cambio de nombre de la sociedad Smartconnect Holding PTE. Ltd. A SMART HUB, PTE, LTD.

Comprobante de pago No. 11-109795

7 Anexos:

☒

Comprobante de pago de la tasa

☐

Poderes si fuese el caso

☐

Documento que acredita la existencia y representación legal de las partes, cuando sean personas jurídicas.

8

NOBRE DILIA RODRIGUEZ D'ALEMAN

FIRMA

C.C. 41.654.882 T.P. 20824 CSJ

SUPERINTENDENCIA DE INDUSTRIA Y COMERCIO
NIT : 800.176.089-2
- / -



RECIBO DE CAJA

No. 11 - 109795

Bogotá D.C., Noviembre 09 de 2011 - 16:56:02

RECIBIDO DE : CLARKE MODET

NI 830.008.643

*** Soporte del Pago ***

TIPO PAGO	BANCO	CUENTA	No. PAGO	FECHA PAGO	VR. PAGO
CONSIGNACION	BANCO DE BOGOTA	062754387	325089214	09/11/2011	59.855.000.00

*** Conceptos Pagados ***

CANT.	RENTISTICO	CONCEPTO	Vr. LINDITARIO	Vr. CONCEPTO
1	50005-01-03 CAMBIO DE MODALIDAD Y MODIFICACIONE	DE MARCAS Y LEMAS COMERCIALES	118.000.00	118.000.00
				\$118.000.00
=====				

SON: **CIENTO DIECIOCHO MIL PESOS MONEDA CORRIENTE**

Responsable: _____

Recibo de Caja Aplicado al Expediente No. _____

SUPERINTENDENCIA DE INDUSTRIA Y COMERCIO



No. 11-064607- -00003-0000

Fecha: 2011-11-22 15:45:29 Dep. 2020 DIR.NUEVASCR
Tra. 11 PATENTEIYII Eve: 379 FASENACIONALII
Act. 444 RESPUESTAREQUE Folios: 42

Sede Centro: Carrera 13 No. 27 - 00 Pisos 3,4,5 y 10 Bogotá, D.C.- Colombia

Web: www.sic.gov.co e-mail: info@sic.gov.co Conmutador: (571) 5870000 Fax: (571) 5870284 Línea: 018000-910165 Call Center: (571) 6513240

Noviembre 9 de 2011 - 16:56:25

H



Consulate of The Republic of Colombia

9 Raffles Place, Level 58, Republic Plaza, Singapore 048619

Tel: (65) 6823 1367 Fax: (65) 6440 1879

E-mail: tcachman@pacific.net.sg

CONSULADO DE COLOMBIA EN SINGAPUR, SINGAPUR DILIGENCIA DE RECONOCIMIENTO

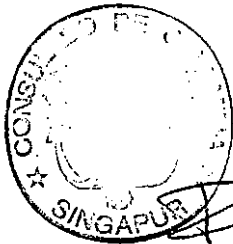
No 668

Singapur, Octubre 19, 2011

El Consulado de Colombia en Singapur

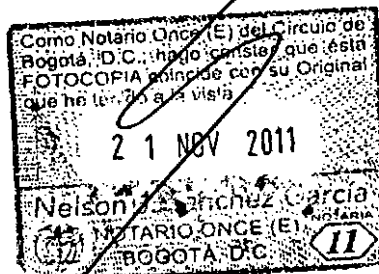
CERTIFICA:

Que el (la) Señor(a) PETER CHUA ONG SANG, quien autoriza en documento anexo, es la persona legalmente facultada para representar en la fecha señalada al MINISTRY OF FOREIGN AFFAIRS OF SINGAPORE (MINISTERIO DE RELACIONES EXTERIORES DE SINGAPUR) y que la firma y sello(s) que en el documento aparecen como suyos son los que usa y acostumbra para sus actos oficiales. El Consulado de Colombia no asume responsabilidad alguna por el contenido del documento.



Derechos: US\$30.00
Fondo Rotatorio: US\$20.00
Impuesto de Timbre: US\$10.00

MINISTERIO DE
RELACIONES EXTERIORES
Isaac Tcachman
Honorario
17 A 11:55
Jefe de Sección de
Relaciones Exteriores
BOGOTÁ D.C.



NO SE ASUME
RESPONSABILIDAD
DEL TEXTO
105977
Isaac Tcachman
CUYA FIRMA APARECE EN EL
DOCUMENTO DESPEÑA
LAS FUNCIONES INDICADAS



SINGAPORE ACADEMY OF LAW

I, Agnes Sng Hwee Lee, Assistant Director,

Singapore Academy of Law, Republic of Singapore, hereby

certify that Audrey Yap is a duly appointed Notary Public

practising in Singapore, and that the signature appearing at the,

foot of the annexed Notarial Certificate dated 11th October 2011 is

the signature of the said Audrey Yap.

Dated at Singapore this 14th day of October 2011.

A handwritten signature in cursive script, appearing to read "Agnes Sng Hwee Lee".

AGNES SNG HWEE LEE
ASSISTANT DIRECTOR
SINGAPORE ACADEMY OF LAW

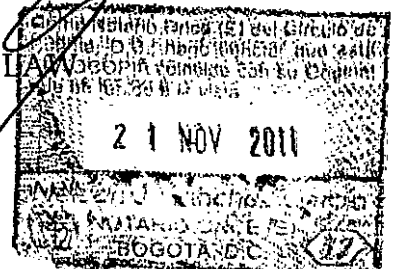


Certified true signature

A handwritten signature in cursive script, appearing to read "Peter Chua Ong Sang".

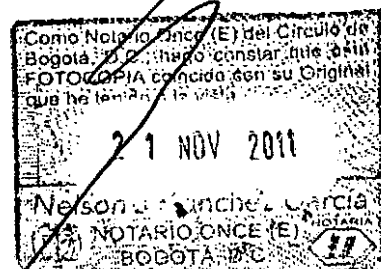
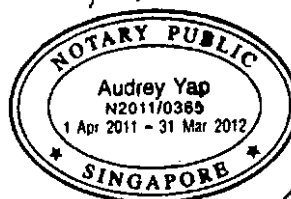
Peter Chua Ong Sang

17 OCT 2011



I, **AUDREY YAP**, Notary Public duly authorized, appointed and practicing in the Republic of Singapore do hereby certify that the **CERTIFICATE CONFIRMING INCORPORATION OF COMPANY UNDER THE NEW NAME** (document marked "A") attached is true and correct copy of document which was this day produced to me at Singapore.

IN TESTIMONY WHEREOF I, the said Notary Public have hereunto subscribed my name and affixed my Seal of office this 11th day of October 2011.



ACCOUNTING AND CORPORATE REGULATORY AUTHORITY
(ACRA)

bizFILE

Company No: 200710925M

**CERTIFICATE CONFIRMING INCORPORATION OF COMPANY UNDER THE
NEW NAME**

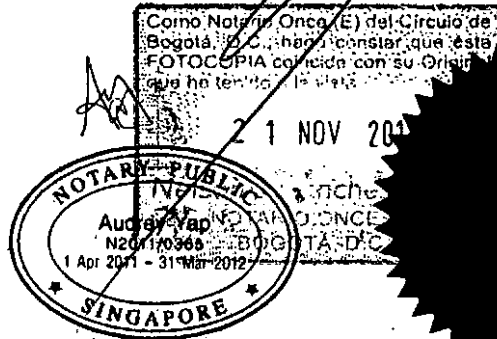
This is to confirm that SMARTCONNECT HOLDINGS PTE. LTD. incorporated under the Companies Act on 19/06/2007 did by a special resolution resolve to change its name to SMART HUB PTE. LTD. and that the company is now known by its new name with effect from 13/09/2011.

GIVEN UNDER MY HAND AND SEAL ON 14/09/2011.

Nurhayati Nongchik
**NURHAYATI NONGCHIK
ASST REGISTRAR
ACCOUNTING AND CORPORATE REGULATORY AUTHORITY (ACRA)
SINGAPORE**



CERTIFIED TRUE COPY



ACADEMIA DE LEYES DE SINGAPUR

1 Supreme Court Lane, Level 6, Singapore 178879
Tel: +65 6332 4388 - Fax: + 65 6334 4940 - Website: <http://www.sal.org.sg>

Yo, Agnes Sng Hwee Lee, Subdirector, Academia de Leyes de Singapur, República de Singapur, certifico por medio del presente documento que Audrey Yap es Notario Público debidamente nombrado, que ejerce en Singapur. Así mismo, que la firma que aparece al pie del Certificado Notarial anexo, con fecha del 11 de octubre de 2011, es la firma de dicha Audrey Yap.

Fechado en Singapur, este día 14 de octubre de 2011.

(Firmado) AGNES SNG HWEE LEE

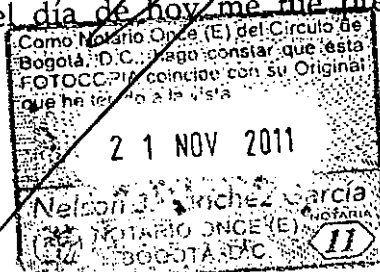
Subdirector de la Academia de Leyes de Singapur

Sello: "Se certifica que es una firma auténtica. (Firmado) Peter Chua Ong Sang"

Sello redondo pequeño: "Ministerio de Relaciones Exteriores. Singapur"

17 de octubre de 2011.

Yo, AUDREY YAP, Notario Público, debidamente autorizada, nombrada y en ejercicio en la República de Singapur, certifico por el presente que el CERTIFICADO QUE CONFIRMA LA CONSTITUCIÓN DE UNA COMPAÑÍA BAJO EL NUEVO NOMBRE (documento marcado "A") adjunto es una copia auténtica y correcta del documento que el día de hoy me fue presentado en Singapur.



Traductor Oficial
JORGE E. SIERRA REYES
Licencia 376-1993 Minjusticia

Official translation of a document originally in Spanish

EN TESTIMONIO DE LO ANTERIOR, yo dicho Notario por el presente he puesto mi firma y estampado mi sello de oficina este día 11 de octubre del año 2011.

(Firmado)

Sello: "Notario Público de Singapur - Audrey Yap - N2011/0365 - 1º de abril de 2011 a 30 de marzo de 2012"

Hay un sello redondo.

AUTORIDAD REGULATORIA DE CONTABILIDAD Y CORPORATIVA (ACRA)

BIZ FILE

No. 200710925M

CERTIFICADO QUE CONFIRMA LA CONSTITUCIÓN DE UNA COMPAÑÍA BAJO UN NUEVO NOMBRE

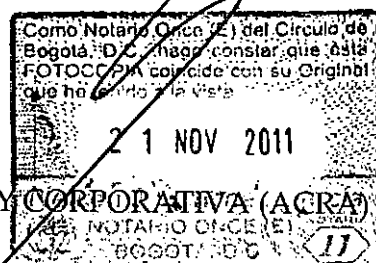
Se confirma que SMARTCONNECT HOLDINGS PTE LTD., constituida según la Ley de Compañías el 19 de junio de 2007, por resolución especial resolvió cambiar su nombre a SMART HUB PTE LTD., y que la compañía ahora es conocida por su nuevo nombre a partir del 13 de septiembre de 2011.

(Firmado) Nurhayati Nongchik

Subregistrador

AUTORIDAD REGULATORIA DE CONTABILIDAD Y CORPORATIVA (ACRA)

Singapur




Traductor Oficial
JORGE E. SIERRA REYES
Licencia 376-1993 Minjusticia

Official translation of a document originally in Spanish

Sello: "Se certifica que es una copia auténtica"

Sello redondo: "Registrador de Compañías y Negocios – ACRA - Singapur"

Sello: "Notario Público de Singapur – Audrey Yap – N2011/0365 – 1º de abril de 2011 a 30 de marzo de 2012"

Hay un sello redondo del Consulado de Colombia en Singapur en la primera página.

Hay una nota del Consulado de Colombia en Singapur, reconociendo la firma y sello de Peter Chua Ong Sang. Esta nota está firmada por el señor Isaac Tcachman, Cónsul Honorario.

Nota: El presente documento lleva sellos de legalización del Ministerio de Relaciones Exteriores de Colombia con el número 105977, fechado el 17 de noviembre de 2011, indicando que la firma puesta es de Isaac Tcachman.

FIN DE LA TRADUCCIÓN

Certificación:

Certifico que la presente es una traducción auténtica y completa del inglés al español del documento adjunto, cual he elaborado según mi leal saber y entender.

Documento: "Smart Kub PTE. Ltd. - Cambio de nombre"

Fecha: 17 de noviembre 2011.

Traductor: Jorge Enrique Sierra Reyes (Sello y firma digital debidamente registrados ante el Ministerio de Relaciones Exteriores de Colombia)

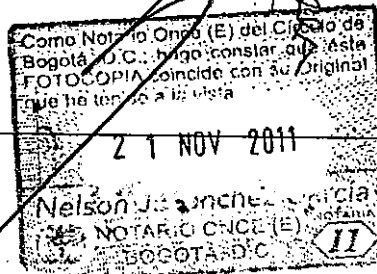
Licencia # 376 de 1993, expedida por el Ministerio de Justicia.

Dirección: Carrera 15 # 99-13 Of. 411, Bogotá, D.C.

Teléfonos: (571) 218 2308, (571) 623 2925.

E-mail: hrescor1@yahoo.com

Traducción # 16-710



Traductor Oficial
JORGE E. SIERRA REYES
Licencia 376 - 1993 Minjusticia

JIA6 p-2939



Consulate of The Republic of Colombia
9 Raffles Place, Level 58, Republic Plaza, Singapore 048619
Tel: (65) 6823 1367 Fax: (65) 6440 1879
E-mail: tcachman@pacific.net.sg

CONSULADO DE COLOMBIA EN SINGAPUR, SINGAPUR
DILIGENCIA DE RECONOCIMIENTO

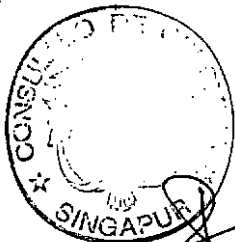
No 678

Singapur, Noviembre 03, 2011

El Consulado de Colombia en Singapur

CERTIFICA:

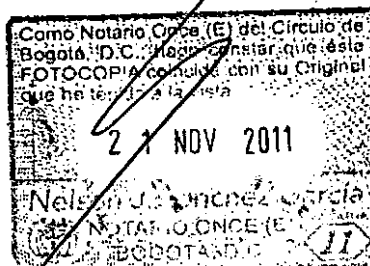
Que el (la) Señor(a) PETER CHUA ONG SANG, quien autoriza en documento anexo, es la persona legalmente facultada para representar en la fecha señalada al MINISTRY OF FOREIGN AFFAIRS OF SINGAPORE (MINISTERIO DE RELACIONES EXTERIORES DE SINGAPUR) y que la firma y sello(s) que en el documento aparecen como suyos son los que usa y acostumbra para sus actos oficiales. El Consulado de Colombia no asume responsabilidad alguna por el contenido del documento.



Derechos: US\$30.00
Fondo Rotatorio: US\$20.00
Impuesto de Timbre: US\$10.00

Isaac Teachman
Cónsul Honorario

MINISTERIO DE
RELACIONES EXTERIORES
NOV 17 A 11:55
BOGOTÁ D.C.



105977
Isaac Teachman
CUYA FIRMA APARECE EN EL
DOCUMENTO DESEMPEÑA
LAS FUNCIONES INDICADAS.

NO SE ASUME
RESPONSABILIDAD
DEL TEXTO

12



SINGAPORE ACADEMY OF LAW

I, Agnes Sng Hwee Lee, Assistant Director,

Singapore Academy of Law, Republic of Singapore, hereby

certify that Shirley Perumpoykail Lourdesamy is a duly appointed

Notary Public practising in Singapore, and that the signature

appearing at the foot of the annexed Notarial Certificate dated

28th October 2011 is the signature of the said Shirley Perumpoykail

Lourdesamy.

Dated at Singapore this 31st day of October 2011.

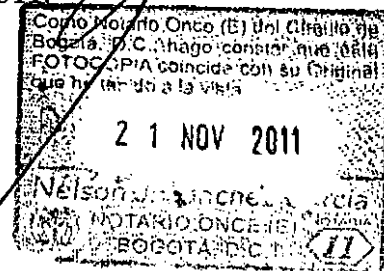
AGNES SNG HWEE LEE
ASSISTANT DIRECTOR
SINGAPORE ACADEMY OF LAW



Certified true signature

Peter Chua Ong Sang

- 2 NOV 2011

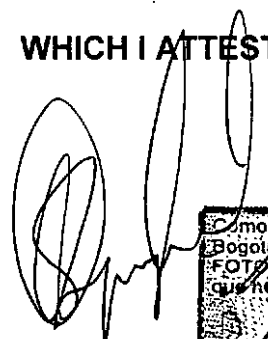


TO ALL TO WHOM THESE PRESENTS SHALL COME

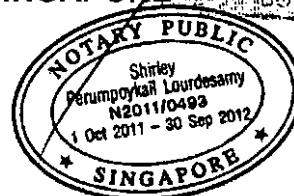
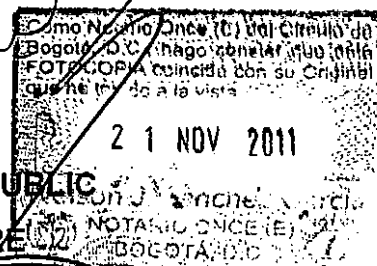
I, **SHIRLEY PERUMPOYKAIL LOURDESAMY**, Notary Public, duly authorised admitted and sworn and practising in the Republic of Singapore, do hereby **CERTIFY** and **ATTEST** that I was present on the 28th day of October 2011 and did see **JIMSON MATTHEW CELIZ DATOR** duly sign the Power of Attorney on behalf of **SMART HUB PTE. LTD.** and that from my own personal knowledge I know that the name **JIMSON MATTHEW CELIZ DATOR** thereto subscribed is in the proper handwriting of the said person and I have verified his authority to execute the document on behalf of **SMART HUB PTE. LTD.**

IN TESTIMONY WHEREOF,
I, the said Notary have
hereunto subscribed my
name and affixed my seal of
office this 28th day of
October 2011.

WHICH I ATTEST



NOTARY PUBLIC
SINGAPORE



Clarke, Modet & C^o
COLOMBIA

COLOMBIA

Carrera 11 N° 86-53 Piso 6 Bogotá Colombia Tel: (57 1) 6181088 Fax: (57 1) 6350824 Email: info@clarkemodet.com.co

PODER

Yo (nosotros), abajo firmante(s)

en mi (nuestro) carácter de representante(s) legales de

SMART HUB PTE. LTD.

una sociedad organizada y existente de acuerdo con las leyes de

SINGAPUR

y en actual cumplimiento de su objeto social, con domicilio en 100 Beach Road, #25-06 Shaw Towers, Singapur 189702.

por el presente instrumento confiero (conferimos) poder especial a favor de DILIA MARIA RODRIGUEZ D'ALEMAN, con Cédula de Ciudadanía No. 41.654.882 de Bogotá, y tp. 20824 con domicilio en Bogotá, Colombia, para que actuando en su orden en nombre del (de la) otorgante le (la) representen ante cualquier entidad, autoridad y/o persona, especialmente ante las del orden Administrativo, Contencioso Administrativo, Judicial, Tribunales de Arbitramento y/o cualquier otro en lo referente a los siguientes asuntos:

- 1) Solicitar, tramitar, obtener y/o registrar cualquiera de las modalidades de Propiedad Industrial, tales como: patentes de invención, modelos de utilidad; diseños industriales, variedades vegetales; marcas, lemas, nombres y enseñas comerciales y denominaciones de origen; así como sus renovaciones, prórrogas, transferencias, cambios de nombre y/o domicilio, contratos y licencias.
- 2) Solicitar, tramitar, obtener y/o registrar derechos de autor, en cualquiera de sus presentaciones así como la protección de secretos industriales y know-how.
- 3) Solicitar, tramitar, obtener y/o registrar registros sanitarios, permisos y/o licencias de funcionamiento; así como sus renovaciones o prórrogas, transferencias, cambios de nombre y/o domicilio, contratos y licencias.
- 4) Ejercer acciones de oposición, observación, reclamos, reconsideración, reposición, apelación, cancelación administrativa o judicial, nulidad, protección al consumidor, concesión de licencias, protección de secretos industriales y demás acciones y recursos relacionados con derechos derivados de los asuntos arriba indicados y en contra de la competencia desleal, acciones derivadas de la obtención o explotación de licencias, acciones de indemnización de perjuicios. También podrá(n) intervenir en juicios civiles, comerciales, penales, contencioso-administrativos, tutelas y de policía; en acciones o juicios promovidos por el (la) mandante o en contra el (ella).
- 5) Registrar nombres de dominio ante la entidad competente.
- 6) En el ejercicio de este mandato los mandatarios arriba mencionados quedan facultados para: conciliar, cancelar, transigir, comprometer en árbitros, desistir, recibir y tomar posesión de la cosa objeto de litigio y renunciar o desistir a derechos concedidos o en curso de concesión, admitir los hechos del proceso.
- 7) Ratificar o no la agencia oficiosa.
- 8) Así mismo faculto (facultamos) a los mencionados apoderados para recibir notificaciones y designar apoderados judiciales o extrajudiciales, sustituir el presente poder y revocar las sustituciones que hicieren.

Dado y firmado en

a los días de

Granted and signed at Singapore

on this 28 day of October of 2011

Firma / signature

POWER OF ATTORNEY

I (we), the undersigned

JIMSON MATTHEW CELIZ DATOR

legal representative(s) of

SMART HUB PTE. LTD.

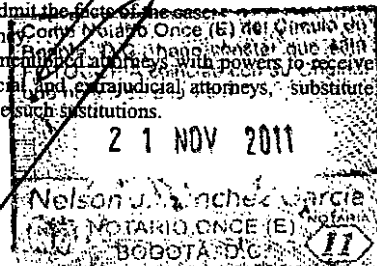
an organization existing under the laws of

SINGAPORE

and in present execution of its business activity, domiciled at 100 Beach Road, #25-06 Shaw Towers, Singapore 189702.

do hereby grant POWER OF ATTORNEY to DILIA MARIA RODRIGUEZ D'ALEMAN, identification card No. 41.654.882 of Bogotá, and tp. 20824 residing in Bogotá Colombia, to act in the order of their appointment in behalf of grantor before any entity, authority and/or natural or juridical person, specially before those Administrative, Administrative-Contentious, Judicial, arbitration courts, and/or any other, in all matters concerning the following:

- 1) To apply, process, obtain and/or register any of the modalities of Industrial Property, such as: Patents of Invention, Utility Models; Designs, plant varieties; Marks, Slogans, Trade Names and emblems and appellations of Origin; as well as their renewals, assignments, changes of name and/or domicile, agreements and licenses.
- 2) To apply, process, obtain and/or register copyrights of any kind as well as protection of industrial secrets or know-how.
- 3) To apply, process, obtain and/or register sanitary registrations, operating authorizations and/or licenses; as well as their renewals or assignments, changes of name and/or domicile, agreements and licenses.
- 4) To bring actions of opposition, observations, claims, reconsideration, appeal or legal remedies, cancellations, nullity, protection to the consumer, granting of licenses, protection of trade secrets and other actions related with rights derived from the above-mentioned matters and against the unfair competition, actions resulting from the obtaining or exploitation of licenses, recovering damages actions. They can also intervene or participate in Civil, Commercial, Criminal or Contentious-Administrative Trials; the actions for writ mandamus, police actions; in actions, lawsuits or litigations instituted by the grantor or against him.
- 5) To register domain names before the competent entity.
- 6) To the effect of this mandate the above-named proxy are empowered to: conciliate, cancel, settle, submit to arbitration, withdraw and to receive and take possession of the litigation related objet and waive or renounce the rights granted or in process of granting, admit the facts of the case.
- 7) To ratify or not the officious agent.
- 8) I (we) hereby appoint the afore mentioned attorneys with powers to receive notifications and to designate judicial and extrajudicial attorneys, substitute this Power of Attorney and to revoke such substitutions.



25

JAG: 2939

CERTIFICADO NOTARIAL
(Cuando el solicitante es SOCIEDAD)

A los _____ días del mes de _____
, el Notario que suscribe DA FE de que:

1. _____
(nombre de la persona que firma el poder)
mayor de edad y domiciliado _____
_____ firmó de su puño
y letra el documento que antecede.
2. Conoce al (a la) otorgante y que este (a) está legalmente capacitado para el otorgamiento.
3. El otorgante ha firmado el referido documento en su carácter de _____
de la persona jurídica SMART HUB PTE. LTD.

4. La citada persona jurídica con sede en 100 Beach Road, #25-06 Shaw Towers, Singapur 189702., está legalmente constituida, que tiene actualmente existencia legal y que el acto para el cual se ha otorgado este poder está comprendido entre los que constituyen su objeto social.
5. El otorgante tiene efectivamente la representación que ostenta, que esta es legítima y que está facultado para otorgar este poder.
6. Las anteriores certificaciones de los puntos 3, 4 y 5, me constan porque he tenido a la vista los documentos auténticos.

Notario Público

NOTA: A continuación de lo anterior, el Cónsul de Colombia debe autenticar la firma del Notario Público.

CERTIFICADO NOTARIAL (Cuando el solicitante es INDIVIDUO)

A los _____ días del mes de _____
, el Notario que suscribe DA FE de que:

1. _____
(nombre de la persona que firma el poder)
mayor de edad y domiciliado en _____
_____ firmó en su presencia
el documento que antecede, conoce al otorgante y que este está legalmente capacitado para el otorgamiento.

Notario Público

NOTA: A continuación de lo anterior, el Cónsul de Colombia debe autenticar la firma del Notario Público.

Para todos los demás países el Señor Cónsul de Colombia o ante quien se otorgue, debe expedir una certificación dejando constancia 1) de la existencia legal de la sociedad, 2) de que esta ejerce actualmente su objeto social, y 3) de que la persona o personas que otorgan el poder están facultadas para hacerlo, dejando constancia así mismo de que tuvo a la vista las pruebas que acrediten tales circunstancias.

LEGALIZACIÓN POR EL CONSUL DE COLOMBIA O POR APOSTILLA

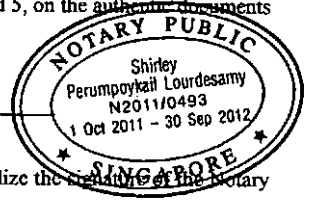
NOTARIAL CERTIFICATE
(When the applicant is a CORPORATION)

This 28 day of October, 2011
the undersigned Notary CERTIFIES that:

1. **JIMSON MATTHEW CELIZ DATOR**
(name of the person who signs the power of attorney)
of legal age and domiciled in 60 Havelock Road, #09-27 River Place, Singapore 169658 set his hand on the foregoing document.
2. The grantor is to him personally known and that he/she has legal capacity to execute the document.
3. The grantor has executed the foregoing document in his capacity of Director
of the juridical person SMART HUB PTE. LTD.

4. The mentioned juridical person with place of business in 100 Beach Road, #25-06 Shaw Towers, Singapore 189702., is duly organized, has actual legal existence and that the purposes for which the power of attorney is granted are within the scope of its corporate purposes.
5. The grantor has in fact the referred quality and that his/her representation is legal and that he/she is empowered to grant this power of attorney.
6. I have based the above certifications 3, 4 and 5, on the authentic documents which for such purpose were exhibited to me.

Notary Public



NOTA: Then the Colombian Consul must legalize the signature of the Notary Public.

NOTARIAL CERTIFICATE (When the applicant is an INDIVIDUALS)

On this _____ day of _____
the undersigned Notary CERTIFIES that:

1. _____
(name of the person who signs the Power of Attorney)

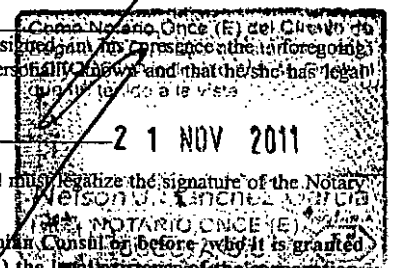
of legal age and domiciled at _____
document, the grantor is to him personally known and that he/she has legal capacity to execute the document.

Notary Public

NOTA: Then the Colombian Consul must legalize the signature of the Notary Public.

For all other countries the Colombian Consul or before who it is granted must issue a certification stating 1) the legal existence of the corporation, 2) that the corporate purposes are actually being accomplished, 3) that the person or persons who grant this Power of Attorney are empowered to do it. The Consul will certify also that the documents evidencing those circumstances were exhibited to him.

LEGALIZATION BY THE COLOMBIAN CONSUL OR BY APOSTILLE.



Official translation of a document originally in Spanish

ACADEMIA DE LEYES DE SINGAPUR

1 Supreme Court Lane, Level 6, Singapore 178879

Tel: +65 6332 4388 – Fax: + 65 6334 4940 – Website: <http://www.sal.org.sg>

Yo, Agnes Sng Hwee Lee, Subdirector, Academia de Leyes de Singapur, República de Singapur, certifico por medio del presente documento que Shirley Perumpoykail Lourdesamy es Notario Público debidamente nombrado, que ejerce en Singapur. Así mismo, que la firma que aparece al pie del Certificado Notarial anexo, con fecha del 28 de octubre de 2011, es la firma de dicho Shirley Perumpoykail Lourdesamy.

Fechado en Singapur, este día 31 de octubre de 2011.

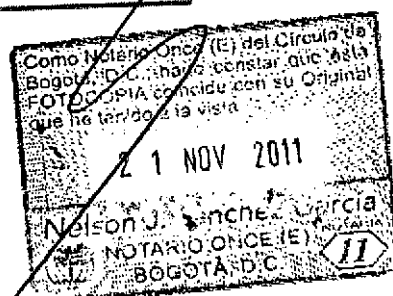
(Firmado) AGNES SNG HWEE LEE

Subdirector de la Academia de Leyes de Singapur

Sello: "Se certifica que es una firma auténtica. (Firmado) Peter Chua Ong Sang"

Sello redondo pequeño: "Ministerio de Relaciones Exteriores. Singapur"

2 de noviembre de 2011.



17
Traductor Oficial
JORGE E. SIERRA REY
Cecilia 376 - 1993 Minis

A TODOS AQUELLOS QUE VIEREN EL PRESENTE DOCUMENTO:

Yo, SHIRLEY PERUMPOYKAIL LOURDESAMY, Notario Público debidamente autorizada, admitida y juramentada, ejerciendo en la República de Singapur, certifico y atestigo por el presente que estuve presente el día 28 de octubre de 2011 y vi a JIMSON MATTHEW CELIZ DATOR, firmar debidamente el Poder en nombre de SMART HUB PTE. LTD. y que a partir de mi propio conocimiento personal, sé que el nombre JIMSON MATTHEW CELIZ DATOR suscrito al mismo, está escrito en la caligrafía propia de dicha persona y he verificado su autoridad para ejecutar el documento en nombre de SMART HUB PTE. LTD.

EN TESTIMONIO DE LO ANTERIOR, yo dicho Notario por el presente he puesto mi firma y estampado mi sello de oficina este día 28 de octubre del año 2011.

DE LO CUAL DOY FE

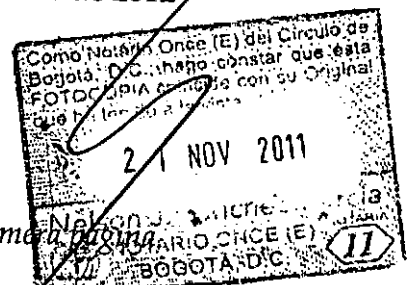
(Firmado) Notario Público de Singapur

Sello (en dos páginas): "Notario Público de Singapur – Shirley Perumpoykail Lourdesamy – N2011/0493– 1º de octubre de 2011 a 30 de septiembre de 2012"

Hay un sello redondo.

Hay un sello redondo del Consulado de Colombia en Singapur en la primera página.

Hay una nota del Consulado de Colombia en Singapur, reconociendo la firma y sello de Peter Chua Ong Sang. Esta nota está firmada por el señor Isaac Teachman, Cónsul



Traductor
JORGE E. SIERRA REYES
Cancila 376 - 1993 Minjusticia

18



Consulate of The Republic of Colombia

9 Raffles Place, Level 58, Republic Plaza, Singapore 048619

Tel: (65) 6823 1367 Fax: (65) 6440 1879

E-mail: tcachman@pacific.net.sg

P-2939

CONSULADO DE COLOMBIA EN SINGAPUR, SINGAPUR DILIGENCIA DE RECONOCIMIENTO

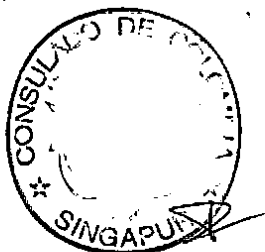
No 658

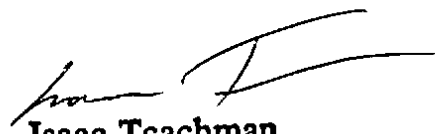
Singapur, Septiembre 07, 2011

El Consulado de Colombia en Singapur

CERTIFICA:

Que el (la) Señor(a) PETER CHUA ONG SANG, quien autoriza en documento anexo, es la persona legalmente facultada para representar en la fecha señalada al MINISTRY OF FOREIGN AFFAIRS OF SINGAPORE (MINISTERIO DE RELACIONES EXTERIORES DE SINGAPUR) y que la firma y sello(s) que en el documento aparecen como suyos son los que usa y acostumbra para sus actos oficiales. El Consulado de Colombia no asume responsabilidad alguna por el contenido del documento.




Isaac Tcachman

Cónsul Honorario

Derechos: US\$30.00

Fondo Rotatorio: US\$20.00

Impuesto de Timbre: US\$10.00

20



SINGAPORE ACADEMY OF LAW

I, Agnes Sng Hwee Lee, Assistant Director,

Singapore Academy of Law, Republic of Singapore, hereby

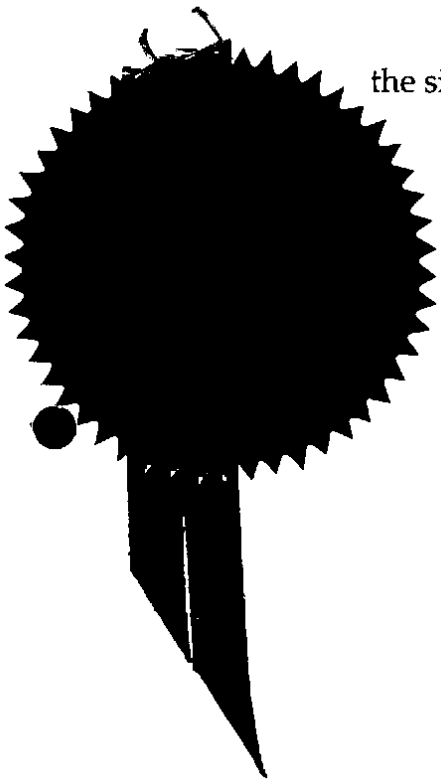
certify that Audrey Yap is a duly appointed Notary Public

practising in Singapore, and that the signature appearing at the

foot of the annexed Notarial Certificate dated 29th August 2011 is

the signature of the said Audrey Yap.

Dated at Singapore this 5th day of September 2011.



AGNES SNG HWEE LEE
ASSISTANT DIRECTOR
SINGAPORE ACADEMY OF LAW



Certified true signature



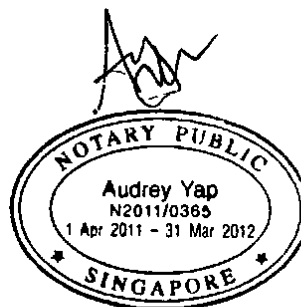
Peter Chua Ong Sang

- 7 SEP 2011

TO WHOM THESE PRESENTS SHALL COME

I, **AUDREY YAP**, Notary Public duly authorized, appointed and practicing in the Republic of Singapore do hereby certify that the **DEED OF ASSIGNMENT OF INVENTION** dated the **24th May 2011** and made between **ALEX D. IBASCO, ALEXANDER GO SEMINIANO, OLIVER L. UBALDE, JULIE K. GARCIA, PATRICK B. POSADAS, VINCENT C. CO, RIC ANGELO S. TAN** and **SMART COMMUNICATIONS, INC** (documents marked "A") attached are true and correct copies of document which were this day produced to me at Singapore.

IN TESTIMONY WHEREOF I, the said Notary Public have hereunto subscribed my name and affixed my Seal of office this 29th day of August 2011.



COLY

DATED 24 MAY 2011 2011

ALEX D. IBASCO
ALEXANDER GO SEMINIANO
OLIVER L. UBALDE
JULIE K. GARCIA
PATRICK B. POSADAS
VINCENT C. CO
RIC ANGELO S. TAN

as Assignors

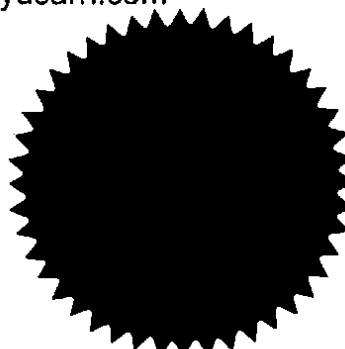
And

SMART COMMUNICATIONS, INC

as Assignee

DEED OF ASSIGNMENT
Of Invention

Yu Sarn Audrey & Partners
24 Raffles Place
#27-01 Clifford Centre
Singapore 048621
Tel (65) 6358 2865
Fax (65) 6358 2864
Email: enquiries@yusarn.com



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3.	GOVERNING LAW	2

SCHEDULE

1	Invention	3
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THIS DEED is made on 24 MAY 2011 20

BETWEEN

- (1) **ALEX D. IBASCO; ALEXANDER GO SEMINIANO; OLIVER L. UBALDE; JULIE K. GARCIA; PATRICK B. POSADAS; VINCENT C. CO; RIC ANGELO S. TAN**

c/o Smart Communications, Inc.,
Smart Tower,
6799 Ayala Avenue,
Makati City 1226
Philippines
(collectively the "**Assignors**"); and

- (2) **SMART COMMUNICATIONS, INC** (Registration No. _____), a company incorporated in Philippines having its registered office at Smart Tower, 6799 Ayala Avenue, Makati City, Philippines 1226 (the "**Assignee**").

WHEREAS:

The Assignors are the inventors in relation to the invention described in Schedule 1 (hereinafter called the "**Invention**").

NOW THIS DEED HEREBY WITNESSES as follows:

1. ASSIGNMENT

- 1.1 In consideration of the sum of S\$1/- now paid by the Assignee to the Assignors (the receipt of which is hereby acknowledged by the Assignors), subject to clause 2 below, the Assignors hereby ASSIGN absolutely to the Assignee free from encumbrances:

- (a) all its right title and interest throughout the world in and to:
- (i) the Invention;
 - (ii) any improvements (the "**Improvements**") on the Invention heretofore or hereafter made or acquired by the Assignors (or any of them);
 - (iii) all intellectual property rights in the Invention and Improvements; and
 - (iv) any and all patent or patents on the Invention and/or Improvements that may be granted anywhere in the world;

COLC
1/2/21

together with all rights and powers arising or accrued therefrom including the right to sue for damages and other remedies in respect of any infringement of such rights or other acts within the scope of the claims of any published specification of any patent on the Invention and/or Improvements;

- (b) the right to apply for prosecute and obtain patent or similar protection throughout the world in respect of the Invention and/or the Improvements to the intent that the grant of any patents or similar protection shall be in the name of and vest in the Assignee.

2. **FURTHER ASSURANCE**

2.1 The Assignors further covenant that:

- (a) at the direction and expense of the Assignee they will at all times hereafter do all such acts and execute all such documents as may reasonably be necessary or desirable both to secure the vesting in the Assignee of all rights assigned to the Assignee hereunder in any country whether patent applications have been made or not and to assist in the resolution of any question concerning any patent applications in respect of the Invention and/or the Improvements, whether in the course of legal proceedings or otherwise to uphold the Assignee's rights herein;
- (b) each Assignor will forthwith from time to time after making any Improvement whether patentable or not disclose the same to the Assignee and if and whenever required by the Assignee but at the cost of the Assignee will give to the Assignee full particulars as to the nature of making and working the same and will (at the option of the Assignee) either apply for and endeavour to obtain or join with the Assignee in applying for patents in respect of such Improvement and when and if the same shall be obtained will at the like expense execute and do all documents acts and things necessary for vesting the same and the full and exclusive benefit thereof in the Assignee.

3. **GOVERNING LAW**

- 3.1 Governing law: This Deed shall be governed by and construed in accordance with the laws of Singapore.
- 3.2 Jurisdiction: The parties hereby submit to the non-exclusive jurisdiction of the Singapore courts.

SCHEDULE 1

Invention

CREDIT PROVISION SYSTEM AND METHOD

ABSTRACT

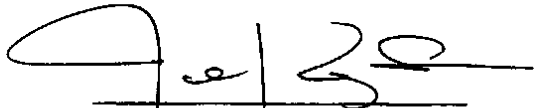
A system and method for providing credit to a subscriber, including a plurality of networks, each of said networks supporting a plurality of subscribers; a central settlement facility coupled to each network within the plurality of networks, said central settlement facility maintaining a plurality of subscriber accounts and wherein the central settlement facility is adapted, on receipt of a request for credit from a subscriber, to convert the request for credit to an intermediate value; obtain credit from a credit provider with said intermediate value; credit an account held by the subscriber on the settlement facility with an amount equivalent to the request for credit; and advise the subscriber of the approval of the request for credit is disclosed. The system is further configured for the provision of airtime to a subscriber.

IN WITNESS WHEREOF this Deed has been executed on the date stated at the beginning.

Assignor

Signed, Sealed and Delivered by
ALEX D. IBASCO
in the presence of

)
)
) 



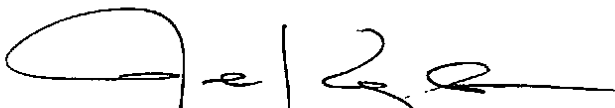
Witness



Witness

Signed, Sealed and Delivered by
ALEXANDER GO SEMINIANO
in the presence of

)
)
) 

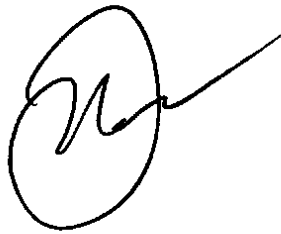


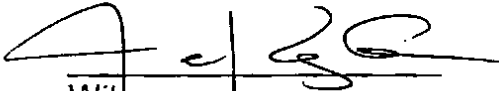
Witness



Witness

Signed, Sealed and Delivered by
OLIVER L. UBALDE
in the presence of

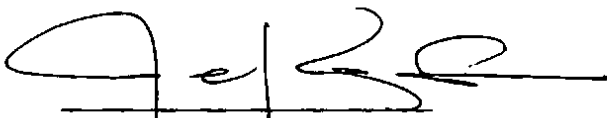
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Witness


Witness

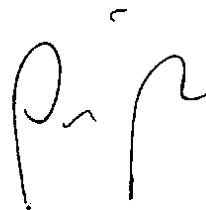
Signed, Sealed and Delivered by
JULIE K. GARCIA
in the presence of

)
)
)



Witness


Witness

Signed, Sealed and Delivered by
PATRICK B. POSADAS
in the presence of

)
)
)


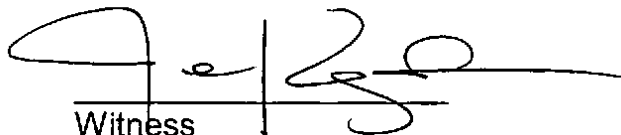

Witness

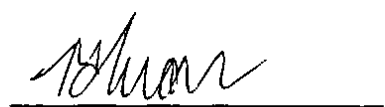

Witness

Signed, Sealed and Delivered by
VINCENT C. CO
in the presence of

)
)
)

Vincent C.

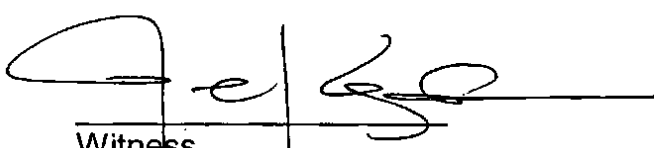

Witness

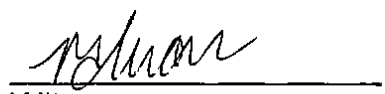

Witness

Signed, Sealed and Delivered by
RIC ANGELO S. TAN
in the presence of

)
)
)

R. Tan

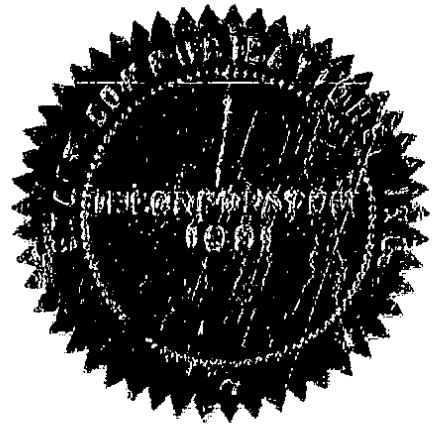

Witness

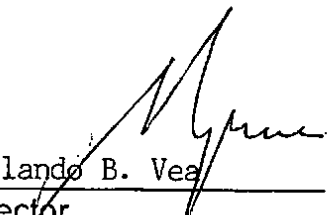

Witness

Assignee

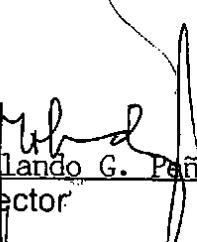
THE COMMON SEAL of
SMART COMMUNICATIONS, INC
was hereunto affixed in the presence of

)
)
)





Orlando B. Vea
Director



Rolando G. Peña
Director



Consulate of The Republic of Colombia

9 Raffles Place, Level 58, Republic Plaza, Singapore 048619

Tel: (65) 6823 1367 Fax: (65) 6440 1879

E-mail: tcachman@pacific.net.sg

P-2939

CONSULADO DE COLOMBIA EN SINGAPUR, SINGAPUR DILIGENCIA DE RECONOCIMIENTO

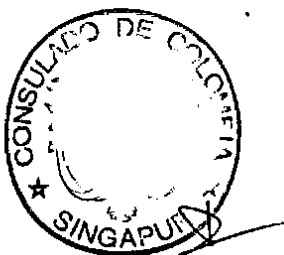
No 659

Singapur, Septiembre 07, 2011

El Consulado de Colombia en Singapur

CERTIFICA:

Que el (la) Señor(a) PETER CHUA ONG SANG, quien autoriza en documento anexo, es la persona legalmente facultada para representar en la fecha señalada al MINISTRY OF FOREIGN AFFAIRS OF SINGAPORE (MINISTERIO DE RELACIONES EXTERIORES DE SINGAPUR) y que la firma y sello(s) que en el documento aparecen como suyos son los que usa y acostumbra para sus actos oficiales. El Consulado de Colombia no asume responsabilidad alguna por el contenido del documento.



Isaac Tcachman
Cónsul Honorario

Derechos: US\$30.00

Fondo Rotatorio: US\$20.00

Impuesto de Timbre: US\$10.00

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SINGAPORE ACADEMY OF LAW

I, Agnes Sng Hwee Lee, Assistant Director,

Singapore Academy of Law, Republic of Singapore, hereby

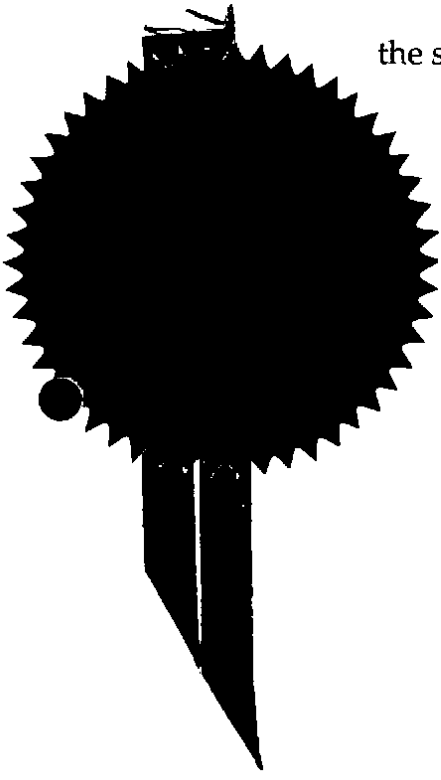
certify that Audrey Yap is a duly appointed Notary Public

practising in Singapore, and that the signature appearing at the

foot of the annexed Notarial Certificate dated 29th August 2011 is

the signature of the said Audrey Yap.

Dated at Singapore this 5th day of September 2011.



AGNES SNG HWEE LEE
ASSISTANT DIRECTOR
SINGAPORE ACADEMY OF LAW



Certified true signature



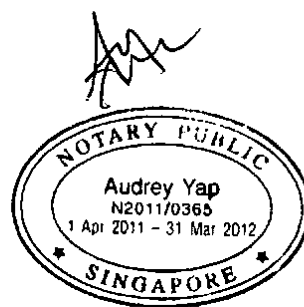
Peter Chua Ong Sang

- 7 SEP 2011

TO WHOM THESE PRESENTS SHALL COME

I, **AUDREY YAP**, Notary Public duly authorized, appointed and practicing in the Republic of Singapore do hereby certify that the **DEED OF ASSIGNMENT OF INVENTION & PATENT APPLICATION** dated the 24th May 2011 and made between **SMART COMMUNICATIONS, INC** and **SMARTCONNECT HOLDINGS PTE. LTD.** (documents marked "A") attached are true and correct copies of document which were this day produced to me at Singapore.

IN TESTIMONY WHEREOF I, the said Notary Public have hereunto subscribed my name and affixed my Seal of office this 29th day of August 2011.



DATED 24 MAY 2011 2011

SMART COMMUNICATIONS, INC

as Assignor

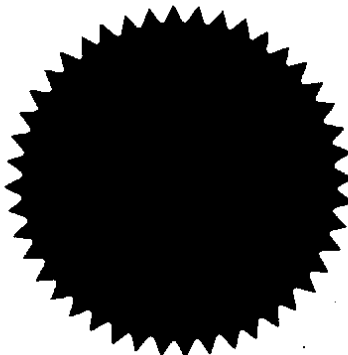
And

SMARTCONNECT HOLDINGS PTE. LTD.

as Assignee

DEED OF ASSIGNMENT
Of
Invention & Patent Application

Yu Sarn Audrey & Partners
24 Raffles Place
#27-01 Clifford Centre
Singapore 048621
Tel (65) 6358 2865
Fax (65) 6358 2864
Email: enquiries@yusarn.com



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SCHEDULE

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2	Patent Application.....	4
3	PCT Contracting States.....	5

THIS DEED is made on 24 MAY 2011 2011

BETWEEN

- (1) **SMART COMMUNICATIONS, INC** (Registration No. _____), a company incorporated in Philippines having its registered office at Smart Tower, 6799 Ayala Avenue, Makati City, Philippines 1226 (the "**Assignor**"); and
- (2) **SMARTCONNECT HOLDINGS PTE. LTD.** (Company Registration No. 200710925M) a company incorporated in Singapore having its registered office at 100 Beach Road, #25-06 Shaw Towers, Singapore 189702 (the "**Assignee**")

WHEREAS:

The Assignor is entitled to the benefit of the invention listed in Schedule 1 (hereinafter called the "**Invention**") and the patent application attached in Schedule 2 (hereinafter called the "**Patent Application**").

NOW THIS DEED HEREBY WITNESSES as follows:

1. ASSIGNMENT

1.1 In consideration of the sum of S\$1/- now paid by the Assignee to the Assignor (the receipt of which is hereby acknowledged by the Assignor), subject to clause 2 below, the Assignor hereby **ASSIGNS** absolutely to the Assignee free from encumbrances:

(a) all its right title and interest throughout the jurisdictions described in Schedule 3 in and to:

(i) the Invention;

(ii) all Intellectual property rights in the Invention;

(iii) the benefit of the Patent Application to the intent that the grant of any patents thereon, including the grant of any patent as a result of any national phase application in relation to the Patent Application in any of the jurisdictions described in Schedule 3, shall be in the name of and vest in the Assignee; and

(iv) any and all patent or patents on the Invention that may be granted in any of the jurisdictions described in Schedule 3

together with all rights and powers arising or accrued therefrom or associated therewith including the right to sue for damages and other remedies in respect of any infringement of such rights or other acts

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within the scope of the claims of any published specification of the Patent Application or any patent on the Invention.

- (b) the right to apply for, prosecute and obtain patent or similar protection in any of the jurisdictions described in Schedule 3 in respect of the Invention and the Patent Application including the right to claim priority therefrom to the intent that the grant of any patents or similar protection shall be in the names of and vest in the Assignee.

2. FURTHER ASSURANCE

- 2.1 The Assignor further covenants that at the direction and expense of the Assignee it will at all times hereafter do all such acts and execute all such documents as may reasonably be necessary or desirable to secure the vesting in the Assignee of all rights assigned to the Assignee hereunder.

3. GOVERNING LAW

- 3.1 Governing law: This Deed shall be governed by and construed in accordance with the laws of Singapore.

SCHEDULE 1

Invention

CREDIT PROVISION SYSTEM AND METHOD

ABSTRACT

A system and method for providing credit to a subscriber, including a plurality of networks, each of said networks supporting a plurality of subscribers; a central settlement facility coupled to each network within the plurality of networks, said central settlement facility maintaining a plurality of subscriber accounts and wherein the central settlement facility is adapted, on receipt of a request for credit from a subscriber, to convert the request for credit to an intermediate value; obtain credit from a credit provider with said intermediate value; credit an account held by the subscriber on the settlement facility with an amount equivalent to the request for credit; and advise the subscriber of the approval of the request for credit is disclosed. The system is further configured for the provision of airtime to a subscriber.

SCHEDULE 2

Patent Application

S/No	Country	PATENT APPLICATION NO.	TITLE OF INVENTION	FILING DATE
1.	PCT	PCT/SG2009/000450	CREDIT PROVISION SYSTEM AND METHOD	25 November 2009



SCHEDULE 3

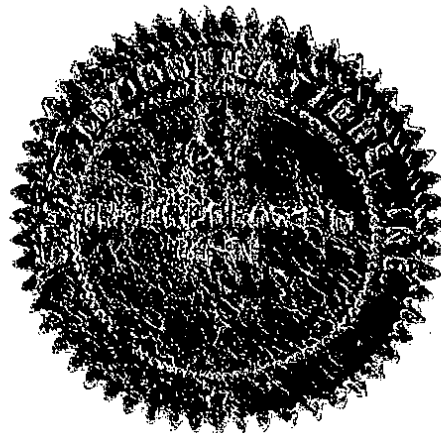
PCT Contracting States as on 11 June 2009 (applicable version based on filing date of PCT application):

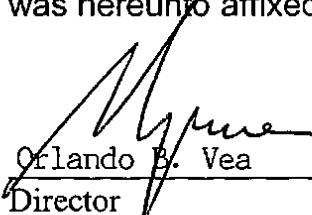
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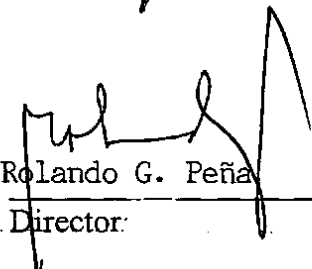
IN WITNESS WHEREOF this Deed has been executed on the date stated at the beginning.

Assignor

THE COMMON SEAL of)
SMART COMMUNICATIONS INC.)
was hereunto affixed in the presence of)

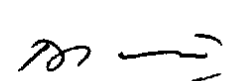


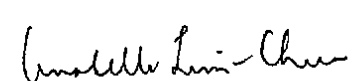

Orlando B. Vea
Director


Rolando G. Peña
Director

Assignee

THE COMMON SEAL of)
SMARTCONNECT HOLDINGS PTE. LTD.)
was hereunto affixed in the presence of)


Danilo J. Mojica II
Director


Anabelle L. Chua
Director