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Docket-135.139USU1

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JCE64 U.S. PTO
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| <p>1. Name of conveying party(ies):</p> <p>(1) Jau Young Lee (2) William C.Y. Lee</p> <p>Additional name(s) of conveying party(ies) attached? <input checked="" type="checkbox"/> No</p> | <p>2. Name and address of receiving party(ies):</p> <p>AirTouch Communications, Inc. 1 California Street, 21st Floor San Francisco, California 94120-7880</p> <p>Additional name(s) & address(es) attached? <input checked="" type="checkbox"/> No</p> |
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3. Nature of conveyance:
 Assignment

Execution Date: (1) July 20, 2000, (2) July 20, 2000

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: July 20, 2000

| | |
|---|--|
| <p>A. Patent Application No.(s)</p> <p><u>09/620639</u></p> | <p>B. Patent No.(s)</p> <p>Additional numbers attached? <input checked="" type="checkbox"/> No</p> |
|---|--|

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|--|---|
| <p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: George H. Gates Address: GATES & COOPER 6701 Center Drive West, Suite 1050 Los Angeles, CA 90045</p> | <p>6. Total number of applications and patents involved: One</p> <p>7. Total fee (37 CFR 3.41): \$40 <u>E</u> <input checked="" type="checkbox"/> Enclosed</p> <p>8. Please charge any additional fees or credit any overpayments to Deposit Account No. 50-0494.</p> |
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9. Statement and signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

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| <p>George H. Gates Name of Person Signing</p> | Signature | <p>July 21, 2000 Date</p> |
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08/17/2000 MTHA11 00000258 09620639
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ASSIGNMENT

WHEREAS, Jau Young Lee and William C.Y. Lee (hereinafter "Assignor(s)"), made certain new and useful inventions and improvements for which is being filed an application for Letters Patent of the United States on same date herewith, which application is entitled TUNNELLING VOICE OVER THE INTERNET PROTOCOL IN A CELLULAR NETWORK.

AND WHEREAS, AirTouch Communications, Inc., a corporation organized and existing under and by virtue of the laws of the State of Delaware, and having an office and place of business at 1 California Street, 21st Floor, San Francisco, California 94120-7880 hereinafter "Assignee") is desirous of acquiring the entire right, title and interest in and to said inventions, improvements and application and in and to the Letters Patent to be obtained therefor;

NOW THEREFORE, to all whom it may concern, be it known that for and in consideration of the sum of One Dollar and other good and valuable considerations, the receipt and sufficiency whereof is hereby acknowledged, Assignor(s) have sold, assigned, and transferred, and by these presents do sell, assign and transfer unto said Assignee, its successors or assigns, the entire right, title and interest for all countries in and to all inventions and improvements disclosed in the aforesaid application, and in and to the application, all divisions, continuations, or renewals thereof, all Letters Patent which may be granted therefrom, and all reissues or extensions of such patents, and in and to any and all applications which have been or shall be filed in any foreign countries for Letters Patent on the inventions and improvements, including an assignment of all rights under the provisions of the International Convention, and all Letters Patent of foreign countries which may be granted therefrom; and do hereby authorize and request the Commissioner of Patents and Trademarks to issue any and all United States Letters Patent for the aforesaid inventions and improvements to the Assignee as the assignee of the entire right, title and interest in and to the same, for the use of the Assignee, its successors and assigns.

AND, for the consideration aforesaid, Assignor(s) do hereby agree that they and their executors and legal representatives will make, execute and deliver any and all other instruments in writing including any and all further application papers, affidavits, assignments and other documents, and will communicate to said Assignee, its successors and representatives all facts known to Assignor(s) relating to said improvements and the history thereof and will testify in all legal proceedings and generally do all things which may be necessary or desirable more effectually to

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secure to and vest in said Assignee, its successors or assigns the entire right, title and interest in and to the improvements, inventions, applications, Letters Patent, rights, titles, benefits, privileges and advantages hereby sold, assigned and conveyed, or intended so to be.

AND, furthermore Assignor(s) covenant and agree with said Assignee, its successors and assigns, that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by Assignor(s) and that full right to convey the same as herein expressed is possessed by Assignor(s).

Date: 7/20, 2000

Signature: 
Name: Jan Young Lee

Date: 7/20, 2000

Signature: 
Name: William C.Y. Lee