

ASSIGNMENT AND AGREEMENT

For value received, we, **Daniel HRONEK**, of 1709 Woodlore Road, Annapolis, in the County of **Anne Arundel** and State of **Maryland**, and **Erik WALLACE**, of 1326 Swan Drive, Annapolis, in the County of **Anne Arundel** and State of **Maryland**, and **Phillip GEIL**, of 6216 Lilac Bush Lane, Clarksville, in the County of **Howard** and State of **Maryland**, and **Tom McCORMICK**, of 1231 Gemini Drive, Annapolis, in the County of **Anne Arundel** and State of **Maryland**, and **Walter WEICHSELBAUMER**, of 1020 Spa Road, Annapolis, in the County of **Anne Arundel** and State of **Maryland**, and **Orville PIKE**, of 210-B Victor Parkway, Annapolis, in the County of **Anne Arundel** and State of **Maryland**, and **Mark TITUS**, of 396 Kiltie Court, Arnold, in the County of **Anne Arundel** and State of **Maryland**, hereby sell, assign and transfer to **TeleCommunication Systems, Inc.**, a corporation of the State of **Maryland**, having an office at 275 West Street, Suite 400, Annapolis, Maryland, 21401, U.S.A., and its successors, assigns and legal representatives, the entire right, title and interest, for the United States of America, in and to certain inventions related to **MOBILE ORIGINATED INTERACTIVE MENUS VIA SHORT MESSAGING SERVICES**, described in an application for Letters Patent of the United States, executed by us on even date herewith, and all the rights and privileges in said application and under any and all Letters Patent that may be granted in the United States for said inventions; and we also concurrently hereby sell, assign and transfer to **TeleCommunication Systems, Inc.** the entire right, title and interest in and to said inventions for all countries foreign to the United States, including all rights of priority arising from the application aforesaid, and all the rights and privileges under any and all forms of protection, including Letters Patent, that may be granted in said countries foreign to the United States for said inventions.

We authorize **TeleCommunication Systems, Inc.** to make application for such protection in its own name and maintain such protection in any and all countries foreign to the United States, and to invoke and claim for any application for patent or other form of protection for said inventions, without further authorization from us, any and all benefits, including the right of priority provided by any and all treaties, conventions, or agreements.

We hereby consent that a copy of this assignment shall be deemed a full legal and formal equivalent of any document which may be required in any country in proof of the right of **TeleCommunication Systems, Inc.** to apply for patent or other form of protection for said inventions and to claim the aforesaid benefit of the right of priority.

We request that any and all patents for said invention be issued to **TeleCommunication Systems, Inc.** in the United States and in all countries foreign to the United States, or to such nominees as **TeleCommunication Systems, Inc.** may designate.

We agree that, when requested, we shall, without charge to **TeleCommunication Systems, Inc.** but at its expense, sign all papers, and do all acts which may be necessary, desirable or convenient in connection with said applications, patents, or other forms of protection.

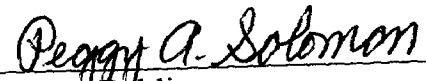


Daniel, HRONEK

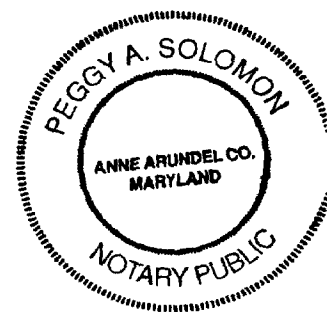
Date: 3-15-01

United States of America)
State of MARYLAND) ss.:
County of ANNE ARUNDEL)

On this 15th day of MARCH, 2001, before me personally came [Daniel HRONEK], to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.



Notary Public
Commission expires 9/1/03



Erik Wallace
Erik WALLACE

Date: 3-15-01

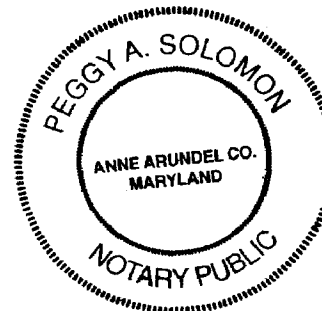
United States of America)

State of MARYLAND) ss.:

County of ANNE ARUNDEL)

On this 15th day of MARCH, 2001, before me personally came [Erik WALLACE], to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

Peggy A. Solomon
Notary Public
Commission expires 4-1-03



Phillip Geil

Phillip GEIL

Date: MARCH 15, 2001

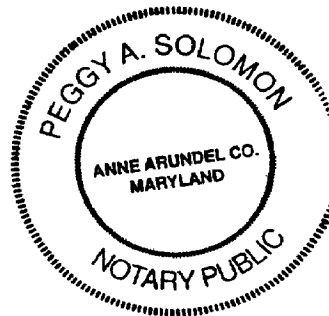
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Commission expires 4-1-03



Tom McCORMICK
Tom McCORMICK

Date: MARCH 15, 2001

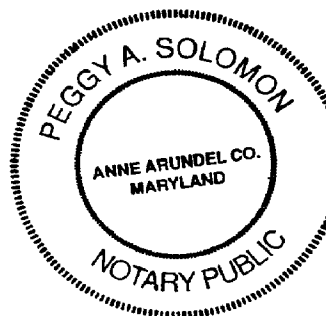
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Commission expires 4-1-03



Walter Weichselbaumer
Walter WEICHSELBAUMER

Date: 3-15-01

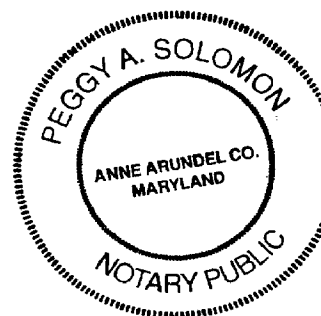
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Peggy A. Solomon
Notary Public
Commission expires 4-1-03



Orville PIKE
Orville PIKE

Date: MARCH 15, 2001

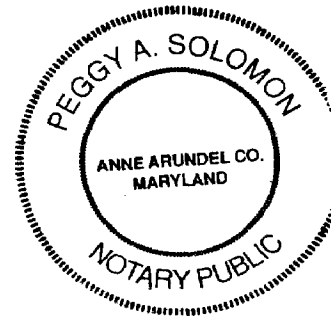
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Notary Public
Commission expires 4-1-03



Mark Titus
Mark TITUS

Date: MARCH 15, 2001

United States of America)

State of MARYLAND) ss.:

County of ANNE ARUNDEL)

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Peggy A. Solomon
Notary Public
Commission expires 4-1-03

