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PATENTS ONLY

Patent and Trademark Office

To the Honorable Commissioner for Patents: Please record the attached original document or copy thereof.

1. Name of conveying party(ies):

Mark Rindsberg

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:



Assignment



Merger



Security Agreement



Change of Name



Other

Execution Date: 12/15/2000

2. Name and address of receiving party(ies):

Name: XM Satellite Radio Inc.

Internal Address: 1500 Eckington Place, NE

Street Address:

City: Washington
20002

State: DC Zip:

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration number(s): 09/747,567

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

A. Patent Application No.(s):

B. Patent No.(s):

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Billy C. Allen III

Howrey Simon Arnold & White, LLP
750 Bering Drive

City: Houston State: Texas Zip: 77057-2198

6. Total number of applications and patents involved: 1

7. Total fee (37 C.F.R. 3.41) \$ 40.00



Enclosed



Authorized to be charged to deposit account

if check insufficient or inadvertently omitted

8. Deposit account number: 01-2508/XMRD:002/ALL
(Attach duplicate copy of this page if paying by deposit account)

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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.

Billy C. Allen III

Name of Person Signing, Reg. No. 46,147

Signature

Date

Total number of pages including cover sheet, attachments and documents: 1

Mail documents to be recorded with required cover sheet information to:

Commissioner for Patents

Box Assignment

Washington, D.C. 20231

CERTIFICATE OF MAILING
37 C.F.R. 1.8

I hereby certify that this correspondence is being deposited with the U.S. Postal Service with sufficient postage as First Class Mail in an envelope addressed to: Commissioner for Patents, Office of Public Records, Crystal Gateway 4, Room 335, Washington, DC 20231, on the date below:

Date

Signature

H: 436702(9CYM01).DOC

PATENT

REEL: 011802 FRAME: 0682

ASSIGNMENT

WHEREAS, I,

<u>Inventor Name</u>	<u>Address</u>	<u>Nationality</u>
Mark Rindsberg	22232 Alyssum Way, Boca Raton FL 33433, USA	USA

hereinafter called 'Assignor', have made certain inventions in

**APPARATUS FOR AND METHOD OF SECURELY DOWNLOADING AND
INSTALLING A PROGRAM PATCH IN A PROCESSING DEVICE**

described in an application for Letters Patent filed herewith by me, and

WHEREAS,

XM Satellite Radio Inc.
1500 Eckington Place, NE
Washington DC 20002

a Delaware corporation, hereinafter called 'Assignee', is desirous of securing an undivided One Hundred Percent (100%) of the entire right, title and interest in and to the said inventions, applications and Letters Patent, when granted, and in and to any divisions, continuations, continuations-in-part, improvements, reissues or extensions that may be granted on any of them;

NOW, THEREFORE, BE IT KNOWN that for and in consideration of the sum of One Dollar (\$1.00) to me in hand paid by the said Assignee, and other good and valuable consideration, the receipt of which is hereby acknowledged, I, the Assignor, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over unto the said Assignee, its successors and assigns, an undivided One Hundred Percent (100%) of the entire right, title and interest throughout the world in and to the said inventions, applications, Letters Patent, when granted, and in and to any divisions, continuations, continuations-in-part, improvements, reissues or extensions that may be made or granted on any of them;

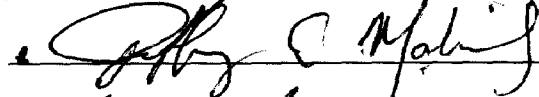
TO HAVE AND TO HOLD the same to the full end of the term or terms for which said Letters Patent may be granted, as fully and completely as the same might be held by me had this sale and assignment not been made.

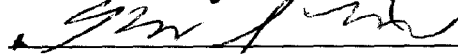
For the consideration aforesaid, I hereby covenant and agree to and with the said Assignee, its successors and assigns what whenever its counsel or representative, or the counsel or representative of its successors or assigns, shall advise of, or any other proceeding or action in connection with said application or inventions, including interference proceedings, is lawful and desirable, or that a reissue or continuation, continuation-in-part or extension of said Letters Patent is lawful and desirable, I will sign all lawful papers and drawings, execute all divisional, continuation, reissue and substitute applications, take all rightful oaths and affidavits, testify in any legal proceedings, and do all acts necessary or required to be done for the reissue of continuation, continuation-in-part or extension of same, and will do all acts necessary or required to secure to the said Assignee, its successors and assigns, the title to and full benefit of all rights hereby assigned, without charge to said Assignee or its successors or assigns, but at its or their expense.

AND the Commissioner of Patents and Trademarks is requested to issue the said Letters Patent, when granted, in accordance with this sale and assignment.

For the consideration aforesaid, I have sold, assigned, transferred and set over and by these presents do sell, assign, transfer and set over unto the said Assignee, its successors and assigns, or the nominees of any of them, an undivided One Hundred Percent (100%) of the entire right, title and interest in and to any and all Letters Patent for said inventions which may be granted in countries foreign to the United States, and in and to any applications for Letters Patent which may be filed for said inventions in countries foreign to the United States, and in and to the inventions described in said applications; and I hereby authorize and empower said Assignee and its successors, assigns or nominees, to apply for Letters Patent or other form of protection on said inventions in its own name or in the name of its successors, assigns or nominees, in any or all countries where it may desire to file such applications, and where said applications may be filed by other than the inventor; and I hereby covenant and agree to sign all papers and drawings, take all rightful oaths, execute all rightful affidavits, and do all acts necessary or required to be done for the procurement and maintenance of Letters Patent or other form of protection for said inventions in countries foreign to the United States, and for further investing or confirming the right and title thereto in the Assignee, its successor, assigns or nominees, but at its or their expense.


Mark Rindsberg

Witnessed By:  Date: 12/15/2000

Witnessed By:  Date: 12/15/2000