

06-11-2001

Docket No.: 2479.2082-000

F



ER SHEET

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6.6.01

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies)

- 1. George Rodney Nelson, Jr.
- 2. James A. Proctor, Jr.
- 3. John E. Hoffmann
- 4. Antoine J. Roupheal

Additional name(s) of conveying party(ies) attached? [] Yes [X] No

2. Name and address of receiving party(ies)

Name: Tantivy Communications, Inc.

Internal Address: _____

JUN - 6

Street Address: 1450 S. Babcock Street

City: Melbourne State: FL ZIP: 32901

Additional name(s) & address(es) attached? [] Yes [X] No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: 1. 04/20/2001; 2. 04/23/2001; 3. 04/20/2001; 4. 04/30/2001

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: _____

A. Patent Application No.(s)

(09/792,637)

B. Patent No.(s)

Additional numbers attached? [] Yes [X] No

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

Name: David J. Thibodeau, Jr.

Internal Address: _____

Hamilton, Brook, Smith & Reynolds, P.C.

Street Address: Two Militia Drive

City: Lexington State: MA ZIP: 02421-4799

6. Total number of applications and patents involved: [1]

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

- Enclosed
- Authorized to charge any deficiencies or credit any overpayment to deposit account
- Authorized to be charged to deposit account

8. Deposit account number:

08-0380

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.

David J. Thibodeau, Jr.

Name of Person Signing

Signature

04 June 2001

Date

Total number of pages including cover sheet, attachments, and document: [9]

ASSIGNMENT

WHEREAS, we, **George Rodney Nelson, Jr., James A. Proctor, Jr., John E. Hoffmann, and Antoine J. Roupheal**, have invented a certain improvement in **QUALIFYING AVAILABLE REVERSE LINK CODING RATES FROM ACCESS CHANNEL POWER SETTING**, described in an application for Letters Patent of the United States, the specification of which:

- is being executed on even date herewith and is about to be filed in the United States Patent Office;
- was filed on **February 23, 2001** as Application No. 09/792,637.
- was patented under U.S. Patent No. [] on [].

WHEREAS, **Tantivy Communications, Inc.**, (hereinafter "ASSIGNEE"), a corporation organized and existing under the laws of the **State of Delaware**, and having a usual place of business at **1450 S. Babcock Street, Melbourne, Florida 32901** desires to acquire an interest therein in accordance with agreements duly entered into with us;

NOW, THEREFORE, to all whom it may concern be it known that for and inconsideration of said agreements and of other good and valuable consideration, the receipt of which is hereby acknowledged, we have sold, assigned and transferred and by these presents do hereby sell, assign and transfer unto said ASSIGNEE, its successors, assigns and legal representatives, the entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to said invention as described in said application, together with the entire right, title and interest in and to said application and such Letters Patent as may issue thereon; said invention, application and Letters Patent to be held and enjoyed by said ASSIGNEE for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held by us had this assignment and sale not been made; we hereby convey all rights arising under or pursuant to any and all international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for Letters Patent. We hereby acknowledge that this assignment, being of the entire right, title and interest in and to said invention, carries with it the right in ASSIGNEE to apply for and obtain from competent authorities in all countries of the world any and all Letters Patent by attorneys and agents of ASSIGNEE's selection and the right to procure the grant of all such Letters Patent to ASSIGNEE for its own name as assignee of the entire right, title and interest therein;

AND, we hereby further agree for ourselves and our executors and administrators to execute upon request any other lawful documents and likewise to perform any other lawful acts

which may be deemed necessary to secure fully the aforesaid invention to said ASSIGNEE, its successors, assigns and legal representatives, but at its or their expense and charges, including the execution of applications for patents in foreign countries, and the execution of substitution, reissue, divisional or continuation applications and preliminary or other statements and the giving of testimony in any interference or other proceeding in which said invention or any application or patent directed thereto may be involved;

AND, we do hereby authorize and request the Commissioner of Patents of the United States to issue such Letters Patent as shall be granted upon said application or applications based thereon to said ASSIGNEE, its successors, assigns, and legal representatives.

IN TESTIMONY WHEREOF, we have hereunto set our hands and affixed our seals the date set forth below.

Inventor's Signature: *George Rodney Nelson, Jr.*
George Rodney Nelson, Jr.

State/Commonwealth _____
of Florida
County of Brevard

Then personally appeared before me the above-named **George Rodney Nelson, Jr.**, and acknowledged that he executed the foregoing instrument as his free act and deed this 20 day of April, 20 01.



Sandra J. Iris
Commission # CC 968181
Expires Oct. 2, 2004
Bonded Thru
Atlantic Bonding Co., Inc.

Sandra J. Iris Notary Public
Sandra J Iris (print name)
My Commission expires 10 / 2 / 04

Inventor's Signature: James A. Proctor, Jr.
James A. Proctor, Jr.

State/Commonwealth
of Florida
County of Brevard

Then personally appeared before me the above-named **James A. Proctor, Jr.** and
acknowledged that he executed the foregoing instrument as his free act and deed this
23 day of April, 2001.



Sandra J. Iris
Commission # CC 968181
Expires Oct. 2, 2004
Bonded Thru
Atlantic Bonding Co., Inc.

Sandra J. Iris Notary Public
Sandra J Iris (print name)
My Commission expires 10 / 2 / 04

Inventor's Signature: John E. Hoffmann
John E. Hoffmann

State/Commonwealth
of Florida
County of Brevard

Then personally appeared before me the above-named **John E. Hoffmann**, and acknowledged
that he executed the foregoing instrument as his free act and deed this 20 day of
April, 2001.



Sandra J. Iris
Commission # CC 968181
Expires Oct. 2, 2004
Bonded Thru
Atlantic Bonding Co., Inc.

Sandra J. Iris Notary Public
Sandra J Iris (print name)
My Commission expires 10 / 02 / 04

Inventor's Signature: _____

Antoine J. Rouphael

State/Commonwealth _____

of _____

County of _____

Then personally appeared before me the above-named **Antoine J. Rouphael**, and acknowledged that he executed the foregoing instrument as his free act and deed this _____ day of _____, 20____.

(SEAL)

Notary Public

(print name)

My Commission expires ____/____/____

ASSIGNMENT

WHEREAS, we, **George Rodney Nelson, Jr., James A. Proctor, Jr., John E. Hoffmann, and Antoine J. Rouphael**, have invented a certain improvement in **QUALIFYING AVAILABLE REVERSE LINK CODING RATES FROM ACCESS CHANNEL POWER SETTING**, described in an application for Letters Patent of the United States, the specification of which:

- is being executed on even date herewith and is about to be filed in the United States Patent Office;
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NOW, THEREFORE, to all whom it may concern be it known that for and inconsideration of said agreements and of other good and valuable consideration, the receipt of which is hereby acknowledged, we have sold, assigned and transferred and by these presents do hereby sell, assign and transfer unto said ASSIGNEE, its successors, assigns and legal representatives, the entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to said invention as described in said application, together with the entire right, title and interest in and to said application and such Letters Patent as may issue thereon; said invention, application and Letters Patent to be held and enjoyed by said ASSIGNEE for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held by us had this assignment and sale not been made; we hereby convey all rights arising under or pursuant to any and all international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for Letters Patent. We hereby acknowledge that this assignment, being of the entire right, title and interest in and to said invention, carries with it the right in ASSIGNEE to apply for and obtain from competent authorities in all countries of the world any and all Letters Patent by attorneys and agents of ASSIGNEE's selection and the right to procure the grant of all such Letters Patent to ASSIGNEE for its own name as assignee of the entire right, title and interest therein;

AND, we hereby further agree for ourselves and our executors and administrators to execute upon request any other lawful documents and likewise to perform any other lawful acts

which may be deemed necessary to secure fully the aforesaid invention to said ASSIGNEE, its successors, assigns and legal representatives, but at its or their expense and charges, including the execution of applications for patents in foreign countries, and the execution of substitution, reissue, divisional or continuation applications and preliminary or other statements and the giving of testimony in any interference or other proceeding in which said invention or any application or patent directed thereto may be involved;

AND, we do hereby authorize and request the Commissioner of Patents of the United States to issue such Letters Patent as shall be granted upon said application or applications based thereon to said ASSIGNEE, its successors, assigns, and legal representatives.

IN TESTIMONY WHEREOF, we have hereunto set our hands and affixed our seals the date set forth below.

Inventor's Signature: _____

George Rodney Nelson, Jr.

State/Commonwealth _____

of _____

County of _____

Then personally appeared before me the above-named **George Rodney Nelson, Jr.**, and acknowledged that he executed the foregoing instrument as his free act and deed this _____ day of _____, 20____.

(SEAL)

Notary Public

(print name)

My Commission expires ____ / ____ / ____

Inventor's Signature: _____

James A. Proctor, Jr.

State/Commonwealth _____

of _____

County of _____

Then personally appeared before me the above-named **James A. Proctor, Jr.** and acknowledged that he executed the foregoing instrument as his free act and deed this _____ day of _____, 20____.

(SEAL)

Notary Public

(print name)

My Commission expires ____/____/____

Inventor's Signature: _____

John E. Hoffmann

State/Commonwealth _____

of _____

County of _____

Then personally appeared before me the above-named **John E. Hoffmann**, and acknowledged that he executed the foregoing instrument as his free act and deed this _____ day of _____, 20____.

(SEAL)

Notary Public

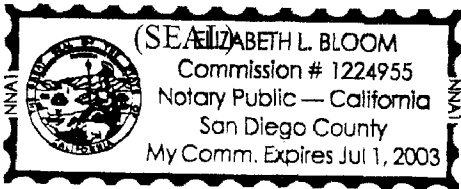
(print name)

My Commission expires ____/____/____

Inventor's Signature: Antoine J. Roupael
Antoine J. Roupael

State/~~Commonwealth~~
of CALIFORNIA
County of SAN DIEGO

Then personally appeared before me the above-named **Antoine J. Roupael**, and
acknowledged that he executed the foregoing instrument as his free act and deed this
30 day of APRIL, 2001.



Elizabeth L. Bloom Notary Public
ELIZABETH L. BLOOM (print name)
My Commission expires 07/01/03