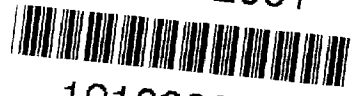


996 U.S. PTO  
09/935514  
08/23/01

08-31-2001



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Form PTO-1595 (Rev. 03/01) RI

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings

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

1. Name of conveying party(ies):  
Martin W. McKinnon, III James E. Harrell, Jr.  
Mani M. Subramanian Oleg M. Kolesnikov  
Timothy Sean Sotack  
John Joseph Ehrley  
Additional name(s) of conveying party(ies) attached?  Yes  No

08/23/01

2. Name and address of receiving party(ies)  
Name: Channelogics, Inc.  
Internal Address:  
Street Address: 2030 Powers Ferry Road, Suite 580  
City: Atlanta State: GA Zip: 30339  
Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other  
Execution Date: March 5, 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: 8/22/2001  
A. Patent Application No.(s)  
B. Patent No.(s)  
Additional numbers attached?  Yes  No

09/935514

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Chad D. Tillman  
Internal Address: Morris, Manning & Martin, LLP  
Street Address: 6000 Fairview Road, Suite 1125  
City: Charlotte State: NC Zip: 28210

6. Total number of applications and patents involved:   
7. Total fee (37 CFR 3.41).....\$ 40  
 Enclosed  
 Authorized to be charged to deposit account  
8. Deposit account number:  
(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.*  
Chad D. Tillman August 23, 2001  
Name of Person Signing Signature Date

Chad D. Tillman

Total number of pages including cover sheet, attachments, and documents: 25

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

**ASSIGNMENT**

WHEREAS, **Martin W. McKinnon, III. 4925 Shadowood Parkway, Atlanta, GA 30329**

(hereinafter "Assignor") has invented certain new and useful improvements and/or designs (hereinafter "Invention"), for a full description of which reference is here made to a patent application entitled:

**Allocating Access Across Shared Communications Medium**

(hereinafter "Application") filed or to be filed with the U.S. Patent & Trademark Office, and for which Assignor hereby authorizes and requests Assignee to fill in the following blanks specifying the serial number and filing date for said application identified above (but Assignee's failure to do so shall have no bearing whatsoever upon the validity or legal effect of this Assignment):

Serial Number: \_\_\_\_\_ Filed on: \_\_\_\_\_; and

WHEREAS,

**Channelogics, Inc.; 2030 Powers Ferry Road, Suite 580; Atlanta, GA 30339**

(hereinafter "Assignee") is desirous of acquiring the entire right, title and interest in, to, and under the Invention and the Application, and in, to, and under any and all patents that may be obtained for the Invention, together with all foreign rights corresponding thereto;

NOW, THEREFORE, to all whom it may concern, be it known that, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has agreed to sell, assign, transfer and convey, and by these presents does hereby sell, assigns, transfers and conveys, unto Assignee the entire right, title, and interest in, to and under:

- The Invention and the Application;
- Any patent of the United States of America that may be obtained for the Invention;
- Any corresponding applications for patent of the Invention in any and all foreign countries; and
- Any reissue, extension, renewal, substitution, confirmation, division, continuation and the like of any of the foregoing (hereinafter collectively "Invention Rights").

FURTHERMORE,

Assignor hereby covenants and agrees, and binds any and all heirs, administrators, legal representatives, and assigns, to assist and cooperate with Assignee in the preparation and prosecution of any application included within the Invention Rights and in the prosecution or defense of any interference, opposition, or other proceeding that may arise in connection with any application or patent included within the Invention Rights and, further, to execute and

deliver to Assignee any and all additional petitions, oaths, assignments, or other papers or instruments that may be requested by Assignee for the purpose of implementing the terms of this Agreement.

Assignor hereby authorizes and empowers Assignee to invoke and claim for any application or patent included within the Invention Rights the benefit of any rights to which Assignor might be entitled under international law or under the laws of any particular foreign country, and to invoke and claim such rights without further written or oral authorization from Assignor.

Assignor hereby consents and agrees that a copy of this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document that may be required in any particular foreign country for any purpose and, more particularly, in proof of the right of Assignee to claim the aforesaid benefit of the right of priority.

Assignor covenants and agrees that this Assignment and all the terms thereof shall inure to the benefit of the successors, assigns, legal representatives, or nominees of Assignee, without further written or oral authorization from Assignor.

Finally, Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States Patent and Trademark Office to issue any patent included within the Inventions Rights to Assignee.

[Signature Pages Follow]

This the 5<sup>th</sup> day of MARCH, 2001.

Martin W. McKinnon, III  
Assignor, Martin W. McKinnon, III

Rachel M. Dondero-Hendrix  
Witness #1 Signature

RACHEL M. DONDERO - HENDRIX  
Witness #1 Name (print)

2030 POWERS FERRY RD, STE 580

ATLANTA, GA 30339  
Witness #1 Address

Jessie Jastick  
Witness #2 Signature

JESSIE JASTICK  
Witness #2 Name (print)

2030 Powers Ferry Rd # 580

Atlanta, GA 30339  
Witness #2 Address

NOTARIZATION

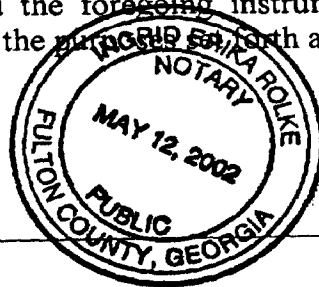
State of Georgia  
County of Fulton  
United States of America

On this 5<sup>th</sup> day of March, 2001, personally appeared

Martin W. McKinnon, III before me, to me known and known to me to be the person described as Assignor in and who executed the foregoing instrument and acknowledged the same to be his/her free act and deed in and for the purposes set forth above.

Jessie Eita Rolke  
Notary Public

My Commission Expires: May 12, 2002



ACCEPTANCE BY ASSIGNEE

The Assignee hereby accepts the assignment of the invention and application as set forth above.

This the 5<sup>th</sup> day of MARCH, 2001.

Channelogics, Inc.  
Assignee

By: *Martin W. McKinnon*

MARTIN W. MCKINNON  
Name (print)

CHIEF TECHNICAL OFFICER  
Title

*Rachel M. Dondero-Hendrix*  
Witness #1 Signature

RACHEL M. DONDERO-HENDRIX  
Witness #1 Name (print)

2030 POWERS FERRY RD, STE 580

ATLANTA, GA 30339  
Witness #1 Address

*Juan Kadick*  
Witness #2 Signature

JUAN KADICK  
Witness #2 Name (print)

2030 Powers Ferry Rd. #580

Atlanta, GA 30339  
Witness #2 Address

NOTARIZATION

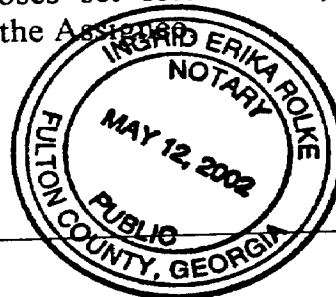
State of Georgia  
County of Fulton  
United States of America

On this 5<sup>th</sup> day of March, 2001, personally appeared

Martin W. McKinnon, III before me, to me known and known to me same to be his/her free act and deed in and for the purposes set forth above, and who acknowledged that he/she had the authority to sign on behalf of the Assignee

*Erika Rolke*  
Notary Public

My Commission Expires: May 12, 2002



## ASSIGNMENT

WHEREAS, **Mani M. Subramanian; 1652 Harts Mill Road; Atlanta, GA 30319**

(hereinafter "Assignor") has invented certain new and useful improvements and/or designs (hereinafter "Invention"), for a full description of which reference is here made to a patent application entitled:

### **Allocating Access Across Shared Communications Medium**

(hereinafter "Application") filed or to be filed with the U.S. Patent & Trademark Office, and for which Assignor hereby authorizes and requests Assignee to fill in the following blanks specifying the serial number and filing date for said application identified above (but Assignee's failure to do so shall have no bearing whatsoever upon the validity or legal effect of this Assignment):

Serial Number: \_\_\_\_\_ Filed on: \_\_\_\_\_; and

WHEREAS,

### **Channelogics, Inc.; 2030 Powers Ferry Road, Suite 580; Atlanta, GA 30339**

(hereinafter "Assignee") is desirous of acquiring the entire right, title and interest in, to, and under the Invention and the Application, and in, to, and under any and all patents that may be obtained for the Invention, together with all foreign rights corresponding thereto;

NOW, THEREFORE, to all whom it may concern, be it known that, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has agreed to sell, assign, transfer and convey, and by these presents does hereby sell, assigns, transfers and conveys, unto Assignee the entire right, title, and interest in, to and under:

- The Invention and the Application;
- Any patent of the United States of America that may be obtained for the Invention;
- Any corresponding applications for patent of the Invention in any and all foreign countries; and
- Any reissue, extension, renewal, substitution, confirmation, division, continuation and the like of any of the foregoing (hereinafter collectively "Invention Rights").

FURTHERMORE,

Assignor hereby covenants and agrees, and binds any and all heirs, administrators, legal representatives, and assigns, to assist and cooperate with Assignee in the preparation and prosecution of any application included within the Invention Rights and in the prosecution or defense of any interference, opposition, or other proceeding that may arise in connection with any application or patent included within the Invention Rights and, further, to execute and

deliver to Assignee any and all additional petitions, oaths, assignments, or other papers or instruments that may be requested by Assignee for the purpose of implementing the terms of this Agreement.

Assignor hereby authorizes and empowers Assignee to invoke and claim for any application or patent included within the Invention Rights the benefit of any rights to which Assignor might be entitled under international law or under the laws of any particular foreign country, and to invoke and claim such rights without further written or oral authorization from Assignor.

Assignor hereby consents and agrees that a copy of this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document that may be required in any particular foreign country for any purpose and, more particularly, in proof of the right of Assignee to claim the aforesaid benefit of the right of priority.

Assignor covenants and agrees that this Assignment and all the terms thereof shall inure to the benefit of the successors, assigns, legal representatives, or nominees of Assignee, without further written or oral authorization from Assignor.

Finally, Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States Patent and Trademark Office to issue any patent included within the Inventions Rights to Assignee.

[Signature Pages Follow]

This the 5<sup>th</sup> day of MARCH, 2001.

Mani M. Subramanian  
Assignor, Mani M. Subramanian

Rachel M. Dondro-Henriux  
Witness #1 Signature

RACHEL M. DONDERO-HENRIUX  
Witness #1 Name (print)

2030 POWERS FERRY RD, STE 580

ATLANTA, GA 30339  
Witness #1 Address

Susan Kaschke  
Witness #2 Signature

Susan Kaschke  
Witness #2 Name (print)

2030 Powers Ferry Rd # 580

Atlanta, GA 30337  
Witness #2 Address

NOTARIZATION

State of Georgia  
County of Fulton  
United States of America

On this 5<sup>th</sup> day of March, 2001, personally appeared

Mani M. Subramanian before me, to me known and known to me to be the person described as Assignor in and who executed the foregoing instrument and acknowledged the same to be his/her free act and deed in and for the purposes set forth above.

Ingrid Erika Rolke  
Notary Public

My Commission Expires: May 12, 2002





ACCEPTANCE BY ASSIGNEE

The Assignee hereby accepts the assignment of the invention and application as set forth above.

This the 5th day of MARCH, 2001

Channelogics, Inc.  
Assignee

By: [Signature]

MARTIN W. MCKINNON  
Name (print)

CHIEF TECHNICAL OFFICER  
Title

Rachel M. Dondero-Hendrix  
Witness #1 Signature

RACHEL M. DONDERO-HENDRIX  
Witness #1 Name (print)

2030 POWERS FERRY RD STE 580

ATLANTA, GA 30339  
Witness #1 Address

[Signature]  
Witness #2 Signature

Susan Kasliak  
Witness #2 Name (print)

2030 Powers Ferry Rd. #5

Atlanta, GA 30339  
Witness #2 Address

NOTARIZATION

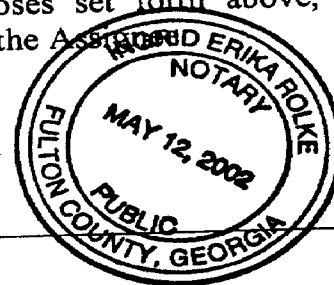
State of Georgia  
County of Fulton  
United States of America

On this 5th day of March, 2001, personally appeared

Martin W. McKinnon, III before me, to me known and known to me  
to be the person described in and who executed the foregoing instrument and acknowledged the  
same to be his/her free act and deed in and for the purposes set forth above, and who  
acknowledged that he/she had the authority to sign on behalf of the Assignee

[Signature]  
Notary Public

My Commission Expires: May 12, 2002



**ASSIGNMENT**

**WHEREAS, Timothy Sean Sotack; 1674A LaVista Road; Atlanta, GA 30329**

(hereinafter "Assignor") has invented certain new and useful improvements and/or designs (hereinafter "Invention"), for a full description of which reference is here made to a patent application entitled:

**Allocating Access Across Shared Communications Medium**

(hereinafter "Application") filed or to be filed with the U.S. Patent & Trademark Office, and for which Assignor hereby authorizes and requests Assignee to fill in the following blanks specifying the serial number and filing date for said application identified above (but Assignee's failure to do so shall have no bearing whatsoever upon the validity or legal effect of this Assignment):

Serial Number: \_\_\_\_\_ Filed on: \_\_\_\_\_; and

**WHEREAS,**

**Channelogics, Inc.; 2030 Powers Ferry Road, Suite 580; Atlanta, GA 30339**

(hereinafter "Assignee") is desirous of acquiring the entire right, title and interest in, to, and under the Invention and the Application, and in, to, and under any and all patents that may be obtained for the Invention, together with all foreign rights corresponding thereto;

NOW, THEREFORE, to all whom it may concern, be it known that, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has agreed to sell, assign, transfer and convey, and by these presents does hereby sell, assigns, transfers and conveys, unto Assignee the entire right, title, and interest in, to and under:

- The Invention and the Application;
- Any patent of the United States of America that may be obtained for the Invention;
- Any corresponding applications for patent of the Invention in any and all foreign countries; and
- Any reissue, extension, renewal, substitution, confirmation, division, continuation and the like of any of the foregoing (hereinafter collectively "Invention Rights").

**FURTHERMORE,**

Assignor hereby covenants and agrees, and binds any and all heirs, administrators, legal representatives, and assigns, to assist and cooperate with Assignee in the preparation and prosecution of any application included within the Invention Rights and in the prosecution or defense of any interference, opposition, or other proceeding that may arise in connection with any application or patent included within the Invention Rights and, further, to execute and

deliver to Assignee any and all additional petitions, oaths, assignments, or other papers or instruments that may be requested by Assignee for the purpose of implementing the terms of this Agreement.

Assignor hereby authorizes and empowers Assignee to invoke and claim for any application or patent included within the Invention Rights the benefit of any rights to which Assignor might be entitled under international law or under the laws of any particular foreign country, and to invoke and claim such rights without further written or oral authorization from Assignor.

Assignor hereby consents and agrees that a copy of this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document that may be required in any particular foreign country for any purpose and, more particularly, in proof of the right of Assignee to claim the aforesaid benefit of the right of priority.

Assignor covenants and agrees that this Assignment and all the terms thereof shall inure to the benefit of the successors, assigns, legal representatives, or nominees of Assignee, without further written or oral authorization from Assignor.

Finally, Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States Patent and Trademark Office to issue any patent included within the Inventions Rights to Assignee.

[Signature Pages Follow]

This the 5<sup>th</sup> day of MARCH, 2001

Timothy Sean Sotack  
Assignor, Timothy Sean Sotack

Rachel M. Dondro-Hendrix  
Witness #1 Signature

[Signature]  
Witness #2 Signature

RACHEL M. DONDR0-HENDRIX  
Witness #1 Name (print)

Lusan J. Adick  
Witness #2 Name (print)

2030 POWERS FERRY RD STE 550

2030 Powers Ferry Rd. #580

ATLANTA, GA 30339  
Witness #1 Address

Atlanta, GA 30339  
Witness #2 Address

NOTARIZATION

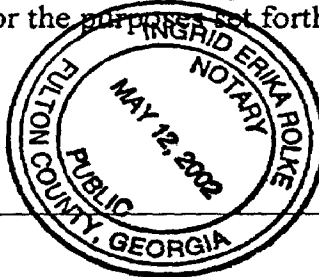
State of Georgia  
County of Fulton  
United States of America

On this 5<sup>th</sup> day of March, 2001, personally appeared

Timothy Sean Sotack before me, to me known and known to me to be the person described as Assignor in and who executed the foregoing instrument and acknowledged the same to be his/her free act and deed in and for the purposes set forth above.

Ingrid Erika Rolke  
Notary Public

My Commission Expires: May 12, 2002



ACCEPTANCE BY ASSIGNEE

The Assignee hereby accepts the assignment of the invention and application as set forth above.

This the 5<sup>th</sup> day of MARCH, 2001

Channelogics, Inc.  
Assignee

By: *Martin W. McKinnon*

MARTIN W. MCKINNON  
Name (print)

CHIEF TECHNICAL OFFICER  
Title

*Rachel M. Dondero-Hendrix*  
Witness #1 Signature

RAEHEL M. DONDERO-HENDRIX  
Witness #1 Name (print)

2030 POWERS FERRY RD, STE 580  
ATLANTA, GA 30339  
Witness #1 Address

*Jean Kasule*  
Witness #2 Signature

Jean Kasule  
Witness #2 Name (print)

2030 Powers Ferry Rd #580  
Atlanta, GA 30339  
Witness #2 Address

NOTARIZATION

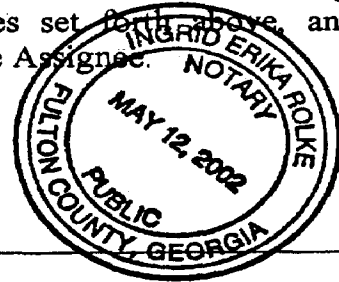
State of Georgia  
County of Fulton  
United States of America

On this 5<sup>th</sup> day of March, 2001, personally appeared

*Martin W. McKinnon, III* before me, to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged the same to be his/her free act and deed in and for the purposes set forth above, and who acknowledged that he/she had the authority to sign on behalf of the Assignee.

*Ingrid Erika Rolke*  
Notary Public

My Commission Expires: May 12, 2002



## ASSIGNMENT

WHEREAS, **John Joseph Ehrley; 324 4h Street NE; Atlanta, GA 30308**

(hereinafter "Assignor") has invented certain new and useful improvements and/or designs (hereinafter "Invention"), for a full description of which reference is here made to a patent application entitled:

### **Allocating Access Across Shared Communications Medium**

(hereinafter "Application") filed or to be filed with the U.S. Patent & Trademark Office, and for which Assignor hereby authorizes and requests Assignee to fill in the following blanks specifying the serial number and filing date for said application identified above (but Assignee's failure to do so shall have no bearing whatsoever upon the validity or legal effect of this Assignment):

Serial Number: \_\_\_\_\_ Filed on: \_\_\_\_\_; and

WHEREAS,

### **Channelogics, Inc.; 2030 Powers Ferry Road, Suite 580; Atlanta, GA 30339**

(hereinafter "Assignee") is desirous of acquiring the entire right, title and interest in, to, and under the Invention and the Application, and in, to, and under any and all patents that may be obtained for the Invention, together with all foreign rights corresponding thereto;

NOW, THEREFORE, to all whom it may concern, be it known that, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has agreed to sell, assign, transfer and convey, and by these presents does hereby sell, assigns, transfers and conveys, unto Assignee the entire right, title, and interest in, to and under:

- The Invention and the Application;
- Any patent of the United States of America that may be obtained for the Invention;
- Any corresponding applications for patent of the Invention in any and all foreign countries; and
- Any reissue, extension, renewal, substitution, confirmation, division, continuation and the like of any of the foregoing (hereinafter collectively "Invention Rights").

FURTHERMORE,

Assignor hereby covenants and agrees, and binds any and all heirs, administrators, legal representatives, and assigns, to assist and cooperate with Assignee in the preparation and prosecution of any application included within the Invention Rights and in the prosecution or defense of any interference, opposition, or other proceeding that may arise in connection with any application or patent included within the Invention Rights and, further, to execute and

deliver to Assignee any and all additional petitions, oaths, assignments, or other papers or instruments that may be requested by Assignee for the purpose of implementing the terms of this Agreement.

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Assignor hereby consents and agrees that a copy of this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document that may be required in any particular foreign country for any purpose and, more particularly, in proof of the right of Assignee to claim the aforesaid benefit of the right of priority.

Assignor covenants and agrees that this Assignment and all the terms thereof shall inure to the benefit of the successors, assigns, legal representatives, or nominees of Assignee, without further written or oral authorization from Assignor.

Finally, Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States Patent and Trademark Office to issue any patent included within the Inventions Rights to Assignee.

[Signature Pages Follow]

This the 5<sup>th</sup> day of March, 2001.

[Signature]  
Assignor, John Joseph Ehrley

Rachel M. Dondro-Hendrix  
Witness #1 Signature

[Signature]  
Witness #2 Signature

RACHEL M. DONDERO-HENDRIX  
Witness #1 Name (print)

Justin Kaslick  
Witness #2 Name (print)

2030 POWERS FERRY RD, STE 580

2030 Powers Ferry Rd #580

ATLANTA, GA 30339

Atlanta, GA 30339

Witness #1 Address

Witness #2 Address

NOTARIZATION

State of Georgia  
County of Fulton  
United States of America

On this 5<sup>th</sup> day of March, 2001, personally appeared

John Joseph Ehrley before me, to me known and known to me to be the person described as Assignor in and who executed the foregoing instrument and acknowledged the same to be his/her free act and deed in and for the purposes set forth above.

Ingrid Erika Rolke  
Notary Public

My Commission Expires: May 12, 2002





ACCEPTANCE BY ASSIGNEE

The Assignee hereby accepts the assignment of the invention and application as set forth above.

This the 5<sup>th</sup> day of MARCH, 2001

Channelogics, Inc.  
Assignee

By: *Martin W. McKinnon*

MARTIN W. MCKINNON  
Name (print)

CHIEF TECHNICAL OFFICER  
Title

*Rachel M. Donoero-Hendrix*  
Witness #1 Signature

RACHEL M. DONOERO-HENDRIX  
Witness #1 Name (print)

2030 POWERS FERRY RD, STE 500

ATLANTA, GA 30339  
Witness #1 Address

*Juan Padick*  
Witness #2 Signature

JUAN PADICK  
Witness #2 Name (print)

2030 POWERS FERRY RD #580

Atlanta, GA 30339  
Witness #2 Address

NOTARIZATION

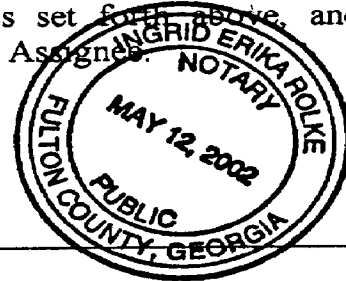
State of Georgia  
County of Fulton  
United States of America

On this 5<sup>th</sup> day of March, 2001, personally appeared

Martin W. McKinnon, III before me, to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged the same to be his/her free act and deed in and for the purposes set forth above, and who acknowledged that he/she had the authority to sign on behalf of the Assignee.

*Angrid Erika Rolke*  
Notary Public

My Commission Expires: May 12, 2002



## ASSIGNMENT

WHEREAS, **James E. Harrell, Jr., 878 Peachtree St., N.E. Atlanta, GA 30309**

(hereinafter "Assignor") has invented certain new and useful improvements and/or designs (hereinafter "Invention"), for a full description of which reference is here made to a patent application entitled:

### **Allocating Access Across Shared Communications Medium**

(hereinafter "Application") filed or to be filed with the U.S. Patent & Trademark Office, and for which Assignor hereby authorizes and requests Assignee to fill in the following blanks specifying the serial number and filing date for said application identified above (but Assignee's failure to do so shall have no bearing whatsoever upon the validity or legal effect of this Assignment):

Serial Number: \_\_\_\_\_ Filed on: \_\_\_\_\_; and

WHEREAS,

### **Channelogics, Inc.; 2030 Powers Ferry Road, Suite 580; Atlanta, GA 30339**

(hereinafter "Assignee") is desirous of acquiring the entire right, title and interest in, to, and under the Invention and the Application, and in, to, and under any and all patents that may be obtained for the Invention, together with all foreign rights corresponding thereto;

NOW, THEREFORE, to all whom it may concern, be it known that, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has agreed to sell, assign, transfer and convey, and by these presents does hereby sell, assigns, transfers and conveys, unto Assignee the entire right, title, and interest in, to and under:

- The Invention and the Application;
- Any patent of the United States of America that may be obtained for the Invention;
- Any corresponding applications for patent of the Invention in any and all foreign countries; and
- Any reissue, extension, renewal, substitution, confirmation, division, continuation and the like of any of the foregoing (hereinafter collectively "Invention Rights").

FURTHERMORE,

Assignor hereby covenants and agrees, and binds any and all heirs, administrators, legal representatives, and assigns, to assist and cooperate with Assignee in the preparation and prosecution of any application included within the Invention Rights and in the prosecution or defense of any interference, opposition, or other proceeding that may arise in connection with any application or patent included within the Invention Rights and, further, to execute and

deliver to Assignee any and all additional petitions, oaths, assignments, or other papers or instruments that may be requested by Assignee for the purpose of implementing the terms of this Agreement.

Assignor hereby authorizes and empowers Assignee to invoke and claim for any application or patent included within the Invention Rights the benefit of any rights to which Assignor might be entitled under international law or under the laws of any particular foreign country, and to invoke and claim such rights without further written or oral authorization from Assignor.

Assignor hereby consents and agrees that a copy of this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document that may be required in any particular foreign country for any purpose and, more particularly, in proof of the right of Assignee to claim the aforesaid benefit of the right of priority.

Assignor covenants and agrees that this Assignment and all the terms thereof shall inure to the benefit of the successors, assigns, legal representatives, or nominees of Assignee, without further written or oral authorization from Assignor.

Finally, Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States Patent and Trademark Office to issue any patent included within the Inventions Rights to Assignee.

[Signature Pages Follow]

This the 5<sup>th</sup> day of MARCH, 2001.

James E. Harrell, Jr.  
Assignor, James E. Harrell, Jr.

Rachel M. Dondro-Hendrix  
Witness #1 Signature

RACHEL M. DONDR0-HENDRIX  
Witness #1 Name (print)

2030 POWERS FERRY RD, STE 550

ATLANTA, GA 30339  
Witness #1 Address

[Signature]  
Witness #2 Signature

JASON GASTVILE  
Witness #2 Name (print)

2030 Powers Ferry Rd #500

Atlanta, GA 30339  
Witness #2 Address

NOTARIZATION

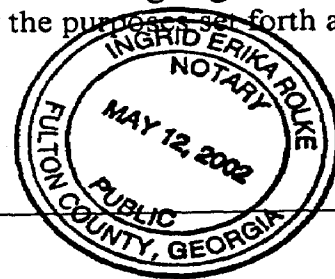
State of Georgia  
County of Fulton  
United States of America

On this 5<sup>th</sup> day of March, 2001, personally appeared

James E. Harrell, Jr. before me, to me known and known to me to be the person described as Assignor in and who executed the foregoing instrument and acknowledged the same to be his/her free act and deed in and for the purposes set forth above.

Ingrid Erika Rolke  
Notary Public

My Commission Expires: May 12, 2002



ACCEPTANCE BY ASSIGNEE

The Assignee hereby accepts the assignment of the invention and application as set forth above.

This the 5<sup>th</sup> day of March, 2001.

Channelogics, Inc.  
Assignee

By: *Martin W. McKinnon*

MARTIN W. MCKINNON  
Name (print)

CHIEF TECHNICAL OFFICER  
Title

*Rachel M. Dondero-Hendrix*  
Witness #1 Signature

RACHEL M. DONDERO-HENDRIX  
Witness #1 Name (print)

2030 POWERS FERRY RD. STE 580  
ATLANTA, GA 30339  
Witness #1 Address

*Jessica Fastick*  
Witness #2 Signature

Jessica Fastick  
Witness #2 Name (print)

2030 Powers Ferry Rd #88  
Atlanta, GA 30339  
Witness #2 Address

NOTARIZATION

State of Georgia  
County of Fulton  
United States of America

On this 5<sup>th</sup> day of March, 2001, personally appeared

Martin W. McKinnon, III before me, to me known and known to me  
to be the person described in and who executed the foregoing instrument and acknowledged the  
same to be his/her free act and deed in and for the purposes set forth above, and who  
acknowledged that he/she had the authority to sign on behalf of the Assignee.

*Magrid Erika Rolke*  
Notary Public

My Commission Expires: May 12, 2002

## ASSIGNMENT

WHEREAS, **Oleg M. Kolesnikov; 277/33 Russkaya Street; 274023 Chernivtsi; Ukraine**

(hereinafter "Assignor") has invented certain new and useful improvements and/or designs (hereinafter "Invention"), for a full description of which reference is here made to a patent application entitled:

### **Allocating Access Across Shared Communications Medium**

(hereinafter "Application") filed or to be filed with the U.S. Patent & Trademark Office, and for which Assignor hereby authorizes and requests Assignee to fill in the following blanks specifying the serial number and filing date for said application identified above (but Assignee's failure to do so shall have no bearing whatsoever upon the validity or legal effect of this Assignment):

Serial Number: \_\_\_\_\_ Filed on: \_\_\_\_\_; and

WHEREAS,

### **Channelogics, Inc.; 2030 Powers Ferry Road, Suite 580; Atlanta, GA 30339**

(hereinafter "Assignee") is desirous of acquiring the entire right, title and interest in, to, and under the Invention and the Application, and in, to, and under any and all patents that may be obtained for the Invention, together with all foreign rights corresponding thereto;

NOW, THEREFORE, to all whom it may concern, be it known that, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has agreed to sell, assign, transfer and convey, and by these presents does hereby sell, assigns, transfers and conveys, unto Assignee the entire right, title, and interest in, to and under:

- The Invention and the Application;
- Any patent of the United States of America that may be obtained for the Invention;
- Any corresponding applications for patent of the Invention in any and all foreign countries; and
- Any reissue, extension, renewal, substitution, confirmation, division, continuation and the like of any of the foregoing (hereinafter collectively "Invention Rights").

FURTHERMORE,

Assignor hereby covenants and agrees, and binds any and all heirs, administrators, legal representatives, and assigns, to assist and cooperate with Assignee in the preparation and prosecution of any application included within the Invention Rights and in the prosecution or defense of any interference, opposition, or other proceeding that may arise in connection with any application or patent included within the Invention Rights and, further, to execute and

deliver to Assignee any and all additional petitions, oaths, assignments, or other papers or instruments that may be requested by Assignee for the purpose of implementing the terms of this Agreement.

Assignor hereby authorizes and empowers Assignee to invoke and claim for any application or patent included within the Invention Rights the benefit of any rights to which Assignor might be entitled under international law or under the laws of any particular foreign country, and to invoke and claim such rights without further written or oral authorization from Assignor.

Assignor hereby consents and agrees that a copy of this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document that may be required in any particular foreign country for any purpose and, more particularly, in proof of the right of Assignee to claim the aforesaid benefit of the right of priority.

Assignor covenants and agrees that this Assignment and all the terms thereof shall inure to the benefit of the successors, assigns, legal representatives, or nominees of Assignee, without further written or oral authorization from Assignor.

Finally, Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States Patent and Trademark Office to issue any patent included within the Inventions Rights to Assignee.

[Signature Pages Follow]

This the 5th day of March, 2001.

Oleg M. Kolesnikov

Assignor, Oleg M. Kolesnikov

Rachel M. Dondro-Hendrix  
Witness #1 Signature

[Signature]  
Witness #2 Signature

RACHEL M. DONDR0-HENDRIX  
Witness #1 Name (print)

Jesse Sastick  
Witness #2 Name (print)

2030 POWERS FERRY RD, STE 580

2030 Powers Ferry Rd #

ATLANTA, GA 30339  
Witness #1 Address

Atlanta, GA 30339  
Witness #2 Address

NOTARIZATION

State of Georgia  
County of Fulton  
United States of America

On this 5th day of March, 2001, personally appeared

Oleg M. Kolesnikov before me, to me known and known to me to be the person described as Assignor in and who executed the foregoing instrument and acknowledged the same to be his/her free act and deed in and for the purposes set forth above.

[Signature]  
Notary Public

My Commission Expires: May 12, 2002



ACCEPTANCE BY ASSIGNEE

The Assignee hereby accepts the assignment of the invention and application as set forth above.

This the 5<sup>th</sup> day of March, 2001.

Channelogics, Inc.  
Assignee

By: *Martin W. McKinnon*

MARTIN W. MCKINNON  
Name (print)

CHIEF TECHNICAL OFFICER  
Title

*Rachel M. Dondro-Hendrix*  
Witness #1 Signature

RACHEL M. DONDERO-HENDRIX  
Witness #1 Name (print)

2030 POWERS FERRY RD, STE 580

ATLANTA, GA 30339  
Witness #1 Address

*J. Susan Paschke*  
Witness #2 Signature

J. Susan Paschke  
Witness #2 Name (print)

2030 Powers Ferry Rd #580

Atlanta, GA 30339  
Witness #2 Address

NOTARIZATION

State of Georgia  
County of Fulton  
United States of America

On this 5<sup>th</sup> day of March, 2001, personally appeared

Martin W. McKinnon, III before me, to me known and known to me same to be his/her free act and deed in and for the purposes set forth above, and who acknowledged that he/she had the authority to sign on behalf of the Assignee

*Ingrid Erika Rolke*  
Notary Public

My Commission Expires: May 12, 2002

