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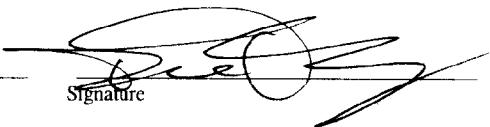
DOCKET NO.: 87265.00001

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

<p>1. Name of conveying party(ies): Iridium IP and Iridium LLC</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger</p> <p><input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name</p> <p><input type="checkbox"/> Other _____</p> <p>Execution Date: January 7 and 20th, 2002</p>	<p>2. Name and address of receiving party(ies): Name: <u>Iridium Satellite LLC</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>1600 Wilson Blvd., Suite 1000</u></p> <p>City: <u>Arlington</u> State/Country: <u>VA</u> ZIP: <u>22209</u></p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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<p>4. Application number(s) or patent number(s):</p> <p>If the document is being filed together with a new application, the execution date of the application is:</p> <p>A. Patent Application No(s). _____</p> <p>B. Patent No(s): 6,122,499; 6,134,307; 6,160,995; 6,198,922; 6,285,882; 6,314,288</p> <p>Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	
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<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>BAKER & HOSTETLER LLP</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>Washington Square, Suite 1100,</u> <u>1050 Connecticut Avenue, N.W.</u></p> <p>City: <u>Washington</u> State: <u>DC</u> ZIP: <u>20036</u></p>	<p>6. Total number of applications and patents involved: <u>6</u></p> <p>7. Total fee (37 CFR 3.41) \$ <u>240.00</u></p> <p><input checked="" type="checkbox"/> Enclosed</p> <p><input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: <u>50-2036</u></p>
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DO NOT USE THIS SPACE	
<p>9. Statement and signature. <i>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.</i></p> <p>Dennis P. Cawley, Registration No. 44,598 Name and Registration No. of Person Signing _____</p> <p>Signature  _____ Date _____</p> <p>Total number of pages <u>6</u></p> <p>CMB No. 0851-0011 (exp. 4/94)</p>	

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PATENT
REEL: 012475 FRAME: 0762

GENERAL PATENT ASSIGNMENT

This Patent Assignment is entered into as of this 7th day of January, 2002 ("Patent Assignment"), by and among Iridium Satellite LLC, a Delaware limited liability company ("Assignee"), Iridium IP LLC, a Delaware limited liability company, and Iridium LLC, a Delaware limited liability company (together with Iridium IP LLC, "Assignors").

WHEREAS, the Assignors are the owners of those United States patents identified in **Exhibit A** attached hereto ("Patents");

WHEREAS, the Assignee desires to acquire all of the Assignors' right, title, and interest in and to the Patents; and

WHEREAS, Iridium LLC and the Assignee are parties to the Asset Purchase Agreement of October 26, 2000, as amended and restated on November 16, 2000 ("Agreement"), pursuant to which Iridium LLC and its Subsidiaries (including, without limitation, Iridium IP LLC) agreed to sell, and the Assignee agreed to purchase, the Iridium Assets.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignors and the Assignee agree as follows:

1. The Assignors do hereby sell, convey, assign, transfer, and set over unto the Assignee, and the Assignee does hereby accept, all of the Assignors' right, title, and interest in and to the Patents, together with all reissues, continuations, continuations in part, divisions, reexaminations, revisions, and extensions thereof, and all convention and treaty rights, in the United States and all other countries for all such subject matter, the same to be held and enjoyed by the Assignee, for its own use and behalf, and for the use and behalf of its successors, assigns or other legal representatives, to the end of the term of which said Patents are granted or reissued, as fully and entirely as the same would have been held or enjoyed by the Assignors if this Patent Assignment had not been made.

2. Capitalized ~~terms~~ not defined herein shall have the meaning ascribed to them in the Agreement.

3. This Patent Assignment is made pursuant to the Agreement and does not confer any different, additional, or inconsistent rights, duties, or obligations from those conferred by the Agreement. In the event of a conflict between the terms of the Agreement and the terms of this Patent Assignment, the terms of the Agreement shall control.

4. This Patent Assignment may not be amended or modified except by a written instrument signed on behalf of the parties hereto.

5. The above recitals are hereby incorporated herein and made a part of this Patent Assignment.

6. Nothing herein is intended, or shall be construed, to confer upon or give any Person other than the parties hereto and their respective successors and assigns any rights or remedies under or by reason of this Patent Assignment.

7. This Patent Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement and instrument. Any signature page delivered by a facsimile machine shall be binding to the same extent as an original signature page with regard to any agreement subject to the terms hereof or any amendment thereto. A party that delivers a signature page in this manner agrees to later deliver an original counterpart to the other party if requested.

8. This Patent Assignment shall be governed by and construed and enforced in accordance with the laws of the State of New York without regard to conflicts of laws principles.

9. This Patent Assignment may be filed and recorded among the records of the United States Patent and Trademark Office.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective duly authorized representatives as of the date first above written.

ASSIGNOR:

Iridium IP LLC

By: _____

Name: _____

Title: _____

Before me this 20th day of December, 2001, personally appeared F. Thomas Tuttle known to me to be the person who executed the above-written Patent Assignment on behalf of Iridium IP LLC.

My Commission Expires
June 30, 2002

Harristeen Parass
Notary Public

ASSIGNOR:

Iridium LLC

By: _____

Name: _____

Title: _____

Before me this 20th day of December, 2001, personally appeared F. Thomas Tuttle known to me to be the person who executed the above-written Patent Assignment on behalf of Iridium LLC.

My Commission Expires
June 30, 2002

Harristeen Parass
Notary Public

ASSIGNEE:

Iridium Satellite LLC

By: _____

Name: _____

Title: _____

Before me this ____ day of _____, 200__, personally appeared _____ known to me to be the person who executed the above-written Patent Assignment on behalf of Iridium Satellite LLC.

Notary Public

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective duly authorized representatives as of the date first above written.

ASSIGNOR:

Iridium IP LLC

By: _____
Name: _____
Title: _____

Before me this ____ day of _____, 200__, personally appeared _____ known to me to be the person who executed the above-written Patent Assignment on behalf of Iridium IP LLC.

Notary Public

ASSIGNOR:

Iridium LLC

By: _____
Name: _____
Title: _____

Before me this ____ day of _____, 200__, personally appeared _____ known to me to be the person who executed the above-written Patent Assignment on behalf of Iridium LLC.

Notary Public

ASSIGNEE:

Iridium Satellite LLC

By: Michael Deutschman
Name: MICHAEL DEUTSCHMAN
Title: CHIEF ADMINISTRATIVE OFFICER

Before me this 7th day of January, 2002, personally appeared Michael Deutschman known to me to be the person who executed the above-written Patent Assignment on behalf of Iridium Satellite LLC.

Helena Tuller

Notary Public

My commission expires 5/14/05

Exhibit A

U.S. Patents

Patent Number	Owner	Filed/Issued	Title
6,122,499	Iridium LLC	07/31/98 / 09/19/00	System and/or Method for Call Intercept Capability in a Global Mobile Satellite Communications System
6,134,307	Iridium IP LLC	09/21/98 / 10/17/00	Call Conversion Process for a Business System for a Global Telecommunications Network
6,160,995	Iridium IP LLC	09/22/98 / 12/12/00	Method and System for Uniform Call Termination Treatment in a Global Communications Network
6,198,922	Iridium IP LLC	09/22/98 / 03/06/01	Method and System for Locating Subscribers in a Global Telecommunications Network
6,285,882	Iridium IP LLC	01/19/99 / 09/04/01	Reregistration of Network Units
6,314,288	Iridium IP LLC	12/16/98 / 11/06/01	Error Management in a Messaging/Telephony Location Interworking Service