

MAD 4/5/02

05-02-2002



FORM PTO-1596
1-31-92 Patent and Trademark Office
DOCKET NO.: 110275

102072183

DEPARTMENT OF COMMERCE

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

<p>1. Name of conveying party(ies): Motient Services Inc.</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies): Name: <u>Mobile Satellite Ventures LP</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>10802 Parkridge Boulevard</u></p> <p>City: <u>Reston</u> State/Country: <u>VA</u> ZIP: <u>20191-5416</u></p> <p>Additional name(s) & address(es) 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: <u>March 8, 2002</u></p>	

4. Application number(s) or patent number(s):

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

<p>A. Patent Application No(s). See Exhibit A</p>	<p>B. Patent No(s).</p>
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Additional numbers attached? Yes No

<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>HALE AND DORR LLP</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>1455 Pennsylvania Ave., N.W.</u></p> <p>City: <u>Washington</u> State: <u>DC</u> ZIP: <u>20004</u></p>	<p>6. Total number of applications and patents involved: <u>21</u></p> <p>7. Total fee (37 CFR 3.41) \$<u>840.00</u></p> <p><input type="checkbox"/> Enclosed</p> <p><input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: <u>08-0219</u></p>
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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.

<p><u>Irah H. Donner, Registration No. 35,120</u> Name and Registration No. of Person Signing</p>	<p> Signature</p>	<p><u>4/5/02</u> Date</p>
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Total number of pages comprising cover sheet: 1

CMB No. 0851-0011 (exp. 4/94)

Exhibit A

U.S. Patent Applications

CONFIDENTIAL

Our Reference	Application No.	Filing Date	Case Type	Status	Priority No.
110275.1202	08/931622	16-Sep-1997	CON	Allowed	08/601749
110275.706	09/114289	13-Jul-1998	CIP	Pending	08/657479
110275.1502	09/133687	13-Aug-1998	CON	Allowed	08/728227
110275.3901	09/231089	14-Jan-1999	CON	Pending	08/724115
110275.3802	09/233066	20-Jan-1999	DIV	Pending	08/724116
110275.3803	09/233067	20-Jan-1999	DIV	Pending	08/724116
110275.4002	09/300422	28-Apr-1999	DIV	Pending	08/724120
110275.4003	09/300423	28-Apr-1999	DIV	Pending	08/724120
110275.4004	09/300424	28-Apr-1999	CON	Pending	08/724120
110275.4001	09/300429	28-Apr-1999	DIV	Pending	08/724120
110275.3702	09/358890	22-Jul-1999	CON	Pending	08/723406
110275.1003	09/468932	22-Dec-1999	CON	Pending	09/024256
110275.2700US3	09/611713	06-Jul-2000	DIV	Pending	08/923534
110275.2700US2	09/611759	06-Jul-2000	DIV	Pending	08/923534
110275.2300US2	09/625310	25-Jul-2000	CON	Pending	09/100775
110275.4102US2	09/679560	06-Oct-2000	CON	Pending	09/448921
110275.2802US2	09/756749	10-Jan-2001	CON	Pending	09/030953
110275.2200US2	09/903809	13-Jul-2001	CON	Pending	09/093095
110275.1502US2	09/796647	02-Mar-2001	CON	Published	09/133687
110275.502US2	09/917942	31-Jul-2001	CON	Pending	09/124254
110275.1202US2	09/918550	01-Aug-2001	CON	Pending	08/931622

Docket No.: 110275

PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT ("Assignment") is made and entered into as of this 8th day of March, 2002, ("Effective Date"), by and between Motient Services Inc., a Delaware corporation ("Assignor"), and Mobile Satellite Ventures LP, a Delaware limited partnership ("Assignee").

WHEREAS Motient Services Inc. of Reston, Virginia, has acquired certain new and useful inventions as set forth in Exhibit A;

AND WHEREAS, Mobile Satellite Ventures LP, a limited partnership of the State of Delaware and having an address of 10802 Parkridge Boulevard, Reston, Virginia 20191-5416, is desirous of acquiring the entire right, title and interest in and to said inventions and in and to any and all Letters Patent of the United States and foreign countries which may be obtained therefor as set forth in Exhibit A;

WHEREAS, Assignor and Assignee have entered into that certain Amended and Restated Asset Sale Agreement dated January 8, 2001 as set forth in Exhibit B, amended as of October 12, 2001 as set forth in Exhibit C (the "Sale Agreement"), pursuant to which Assignor has agreed, *inter alia*, to assign to Assignee certain assets relating to the intellectual property of Assignor's business, including, without limitation, all of Assignors' rights, title, and interest in, to, and under those United States patents, applications and/or publications identified and set forth on Exhibit A (referred to herein as the "Patents"); and,

WHEREAS, pursuant to the Sale Agreement, Assignee wishes to acquire and Assignor wishes to assign Assignor's entire right, title and interest in and to the Patents.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, Assignor's entire right, title and interest in and to the Patents, for the United States and for all foreign countries, including any applications, non-provisionals, continuations, divisions, continuations-in-part, reissues, reexaminations, extensions or foreign equivalents thereof, and including the subject matter of all claims and the right to claim priority therefrom and/or thereto which may be obtained therefrom for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of publication of the applications and/or issuance of any patent relating thereto, and all claims for damages by reason of past, present or future infringement or other unauthorized use of the Patents, applications and/or publications, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor shall provide Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation as may be reasonably required): (1) in the preparation and prosecution of any applications covering the inventions assigned herein; (2) in the prosecution or defense of any interference, opposition, reexamination, reissue, infringement or other proceedings that may arise in connection with any of the patent rights assigned herein, including, but not limited to, testifying as to any facts relating to the patent rights assigned herein and this Assignment; (3) in obtaining any additional patent prosecution that Assignee may deem appropriate which may be secured under the laws now or hereafter in effect in the United States or any other country; and (4) in the implementation or perfection of this Assignment.

The undersigned hereby grant(s) the firm of HALE and DORR LLP the power to insert on this Assignment any further identification, including the application number and filing date, which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document

Assignor authorizes and requests the Commissioner of Patents and Trademarks and the appropriate foreign authorities to record Assignee as the Assignee and owner of the Patents, including any continuations, divisions, continuations-in-part, reissues, reexaminations or extensions thereof.

This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

To the extent any provision herein is inconsistent with the Sale Agreement, the provisions of the Sale Agreement shall control.

AND Assignor requests the Commissioner of Patents and Trademarks to issue any Letters Patent of the United States which may be issued for said invention to said Mobile Satellite Ventures LP, its legal representatives, successors or assigns, as the sole owner of the entire right, title and interest in and to said patent and the invention covered thereby.

IN TESTIMONY WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized this 8th day of March, 2002.

MOTIENT SERVICES INC.

By: [Signature]

Name: David H. Engvall

Title: Vice President

MOBILE SATELLITE VENTURES LP

By: [Signature]

Name: David H. Engvall

Title: Secretary

City/County of Fairfax
Commonwealth/State of Virginia
Sworn to and subscribed before me this 8th day
of March, 2002. Witness my hand and official seal.
[Signature], Notary Public

Exhibit A