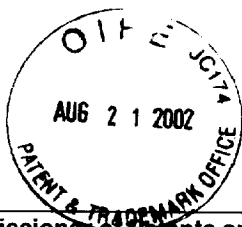


FORM PTC-1619A

Expires 06/30/99
OMB 0651-0027U.S. Department of Commerce
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PATENT



08-26-2002

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- ☒ Assignment ☐ Security Agreement
- ☐ License ☐ Change of Name
- ☐ Merger ☐ Other

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Conveying Party(ies)

☐ Mark if additional names of conveying parties attachedExecution Date
Month Day Year

Name (line 1) Charles W. Gautney

08/20/2002

Name (line 2)

Second Party

Name (line 1)

Execution Date
Month Day Year

Name (line 2)

Receiving Party

☐ Mark if additional names of receiving parties attached

Name (line 1) Defywire, Inc.

Name (line 2)

Address (line 1) 12021 Sunset Hills Road, Suite 130

Address (line 2)

Address (line 3) Reston

VA

20190

City

State/Country

Zip Code

If document to be recorded
is an assignment and the
receiving party is not
domiciled in the United
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of a domestic
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Enter for the first Receiving Party only.

Name

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Address (line 2)

Address (line 3)

Address (line 4)

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08/26/2002 TDIAZ1 00000019 C.R.HUTTER

01 FC:581

40.00 00

Correspondent Name and Address

Area Code and Telephone Number

(703) 456-8000

Name **Cooley Godward LLP**

Address (line 1) **One Freedom Square**

Address (line 2) **Reston Town Center**

Address (line 3) **11951 Freedom Drive**

Address (line 4) **Reston, Virginia 20190-5656**

Pages

Enter total number of pages of the attached conveyance document including any attachments.

2

Application Number(s) or Patent Number(s)



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Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

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If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month	Day	Year
08	20	2002

Patent Cooperation Treaty (PCT)

Enter PCT application number only if a U.S. Application Number has not been assigned.

PCT

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Number of Properties

Enter the total number of properties involved.

1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ **40.00**

Method of Payment:

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Enclosed



Deposit Account



Deposit Account Number:

50-1283

Authorization to charge additional fees:

Yes



No



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. Charges to deposit account are authorized, as indicated herein.

Christopher R. Hutter

Name of Person Signing



Signature

August 21, 2002

Date

**ASSIGNMENT
(Sole)**

Charles W. Gautney, residing at 17812 Cricket Hill Drive, Germantown, MD 20874 (referred to as "Assignor") has made an invention(s) (the "Invention(s)") set forth in an application for patent of the United States, entitled

**METHOD AND APPARATUS FOR MANAGING
RESOURCES STORED ON A COMMUNICATION DEVICE,**

and which is a non-provisional application to be filed herewith;

WHEREAS, Defywire, Inc., a corporation duly organized under and pursuant to the laws of Delaware, and having its principal place of business at 12021 Sunset Hills Road, Suite 130, Reston, VA 20190 (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention(s); the application for patent identified in paragraph (1) or (2); the right to file applications for patent of the United States or other countries on the Invention(s); any application(s) for patent of the United States or other countries claiming priority to these application(s); any provisional or other right to recover damages, including royalties, for prior infringements of these applications; and any patent(s) of the United States or other countries that may be granted therefor or thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee then in confirmation of any obligation to do so in said prior agreement, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the Assignor's entire right, title, and interest in:

- (a) the Invention(s);
- (b) the application for patent identified in paragraph (1) or (2);
- (c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Paris Convention for the Protection of Industrial Property and under the Patent Cooperation Treaty;
- (d) any application(s) for patent of the United States or other countries claiming the Invention(s);
- (e) any application(s) for patent of the United States or other countries claiming priority to the application for patent identified in paragraph (1) or (2) or any application(s) for patent claiming the Invention(s), including any division(s), continuation(s), and continuation(s)-in-part; and
- (f) any provisional or other right to recover damages, including royalties, for prior infringements of any application for patent identified in the preceding paragraphs (b)-(e); and
- (g) any patent(s) of the United States or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b) – (e), including any reissue(s) and extension(s) of said patent(s).

The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

The Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is a lawful owner of an undivided interest in the entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein.

The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said applications, and said patents, including interference proceedings, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

The Assignor hereby authorizes and requests the attorneys of COOLEY GODWARD L.L.P. to insert in the spaces provided above the filing date, the application number, and the attorney docket number of the application identified in paragraph (1) or (2) when known.

The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date: 8-20-2002

By: Charles W. Gautney
Charles W. GAUTNEY

State of Virginia

County of Fairfax ss.

On 8-20-02, before me, Charles Gautney, personally appeared in person, personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Charles W. Gautney
Signature of Notary Public

Place Notary Seal Above