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07-22-2003



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DEPARTMENT OF COMMERCE Patent and Trademark Office

**Band-X Limited** 

FORM PTO-1595 U.S. (Rev. 6-93) OMB No. 0651-0011 (exp. 4/94)

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To the Commissioner for Patents: Please record the attached original documents or copy thereof. 2. Name and address of receiving party(ies) Name of conveying party(ies):

Marcus DeFerranti, Richard John Elliot, Nigel Panter and Timothy Panter

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

Nature of conveyance:

[X] Assignment

[] Merger

[] Security Agreement

[] Change of Name

[] Other

Execution Date: June 30, March 20, April 3 and April 28, 2003

Additional name(s) & addresses(es) attached? [] Yes [XIII]

Internal Address: London, Great Britain

Street Address: Millbank Tower, 26th Floor,

21-24 Millbank

London SW1P 4QP

**GREAT BRITAIN** 

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 B. Patent No.(s)

A. Patent Application No.(s)

10/276,439

Additional numbers attached? [] Yes [X] No

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

Name:

William R. McClellan

Address: Wolf, Greenfield & Sacks, P.C.

Federal Reserve Plaza 600 Atlantic Avenue Boston, MA 02210

6. Total number of applications and patents involved: 11

7. Total fee (37 CFR 3.41)

\$ 40.00

[X] Enclosed

Name:

[ ] Authorized to be charged to deposit account

The Commissioner is authorized to charge any deficiencies in the enclosed payment to:

8. Deposit Account No: 23/2825

## 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.

July 16, 2003 R. Mec William R. McClellan Date Name of Person Signing Signature

Total number of pages including cover sheet, attachments, and document: [6]

Mail documents to be recorded with required cover sheet information to (modify as appropriate): Mail Stop Assignment Recordation Services

Director - U.S. Patent and Trademark Office (when filed separately from a new application) Commissioner of Patents (when filed with a new application)

PO Box 1450, Alexandria, VA 22313-1450

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PATENT REEL: 014280 FRAME: 0110

## **ASSIGNMENT**

In consideration of good and valuable consideration, the receipt of which is hereby acknowledged, and in fulfillment of my employment agreement, We the undersigned, Marcus DeFerranti, 20 Gilston Road, London SW10 9SR Great Britain; Richard John Elliot, 74 Limerston Street, London SW7 0HJ Great Britain; Nigel Panter, 19 Reculver Road, Herne Bay CT6 6LG Great Britain; and Timothy Panter, 12 Filton Road, Horsfield, Bristol B57 0AG Great Britain, hereby:

- 1. Sell, assign and transfer to Band-X Limited, a Great Britain corporation having a place of business at 26th Floor, Millbank Tower, 21-24 Millbank, London SW1P 4QP Great Britain, its successors, assigns and legal representatives, all hereinafter referred to as the Assignee, my entire right, title and interest for the United States and all foreign countries, in and to any and all inventions and designs which are disclosed in the application for United States Letters Patent filed in the United States Patent and Trademark Office on November 15, 2002 under Serial No. 10/276,439, bearing Attorney Docket No. M00274.70032, and titled COMMUNICATION SYSTEM AND METHOD, and in and to said application and all non-provisional, divisional, continuing, substitute, renewal, reissue and all other applications for Letters Patent, utility models, industrial designs or similar intellectual property rights which have been or shall be filed in the United States, internationally, and all foreign countries on any of said inventions; and in and to all original and reissued patents which have been or shall be issued in the United States and all foreign countries on said inventions, including the right to apply for patent rights in each foreign country and all rights to priority;
- 2. Agree that said Assignee may apply for and receive Letters Patent for said inventions in its own name; and when requested, without charge to but at the expense of said Assignee, I/We agree to carry out in good faith the intent and purpose of this assignment, by executing all non-provisional, divisional, continuing, substitute, renewal, relssue, and all other patent applications on any and all said inventions, by executing all rightful oaths, assignments, powers of attorney and other papers, by communicating to said Assignee all facts known to me/us relating to said inventions and the history thereof, and generally by doing everything reasonably possible which said Assignee shall consider desirable for aiding in securing and maintaining proper patent protection for said inventions and for vesting title to said inventions and all applications for patents and all patents on said inventions, in said Assignee;
- 3. Hereby request the Honorable Commissioner of Patents and Trademarks to issue said Letters Patent to said Assignee;
- 4. Authorize and request Wolf, Greenfield & Sacks, PC to supply any missing patent/application identification information or correct any errors in the patent/application identification information provided above, whether discovered prior to or after recordation;
- 5. Covenant with said Assignee that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by me/us and that full right to convey the same as herein expressed is possessed by me/us; and

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PATENT REEL: 014280 FRAME: 0111

•	Madel	Mall	
Date	30.6.03	Marcus DeFerranti	- ايق
Witnessed: _			
			*
Date		Richard John Elliot	*
Witnessed: _			
Date		Nigel Panter	
Witnessed: _			
		, w 6	
Date		Timothy Panter	
Witnessed:			

6. Appoint Assignee my/our attorney(s)-in-fact to execute in my/our name and behalf any and all documents required to effectuate this Assignment, specifically including, but not limited to, those

documents specified above and any necessary corrective assignments.

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Date	Marcus DeFerranti	
Witnessed:	<del></del>	
20 3 63 Date	Richard John Elliot	
Witnessed: SDC 6e		
Date	Nigel Panter	
Witnessed:		
Date	Timothy Panter	
Witnessed:		

6. Appoint Assignee my/our attorney(s)-in-fact to execute in my/our name and behalf any and all documents required to effectuate this Assignment, specifically including, but not limited to, those documents specified above and any necessary corrective assignments.

Date	Marcus DeFerranti
Witnessed:	·
Date	Richard John Elliot
Witnessed:	· 
3-4-03 Date [3 April 2003]	Nigel Panter
Witnessed:	
Date	Timothy Panter
Witnessed:	_

6. Appoint Assignee my/our attorney(s)-in-fact to execute in my/our name and behalf any and all documents required to effectuate this Assignment, specifically including, but not limited to, those documents specified above and any necessary corrective assignments.

Date	Marcus DeFerranti	at.
Witnessed:		<del>.</del>
Date	Richard John Elliot	: <b>½</b>
Witnessed:	-	
Date	Nigel Panter	
Witnessed:		
28 April 2003	Timethy Boston	
Date Witnessed:	Timothy Panter	

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**RECORDED: 07/18/2003**