

3/15/04

01-06-2004



FORM PTO-1599

As Modified by Blakely, Sokoloff, Taylor &amp; Zafman LLP

(Rev. 10/02)

OMD NO. 0651-0027 (exp. 6/30/2005)

Re:

102713725

S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark OfficeAttorney Docket No.:  
005545.P032.P033.P034

To the Director of the United States Patent and Trademark Office. Please record the attached original documents or copy thereof.

## 1. Name of conveying party(ies):

Neomar, Inc.

Additional name(s) of conveying party(ies) attached?

☒ No ☐ Yes

## 3. Nature of Conveyance

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Other:

Execution Date(s): 04/25/03

## 2. Name and address of receiving party(ies):

Name: N-G Acquisition Corporation

Internal Address:

Street Address: 1032 Morse Avenue

City: Sunnyvale State/Province: CA Zip: 94089

Country: USA

Additional name(s) & address(es) attached? ☐ Yes ☒ No

## 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:

A. Patent Application No.(s) See Exhibit A

B. Patent No.(s) See Exhibit A

Additional numbers attached? ☒ Yes ☐ No

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

Name: Blakely, Sokoloff, Taylor &amp; Zafman LLP

Internal Address:

Street Address: 12400 Wilshire Boulevard, 7<sup>th</sup> Floor

Los Angeles, California 90025

## 6. Total number of applications and patents involved: 3

## 7. Total Fee (37 CFR 3.41).....\$ 120.00

☒ Enclosed☐ Authorized to be charged to deposit account

## 8. Deposit Account Number:

02-2666

(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.

Mark L. Watson #46,322

Name of Person Signing

Signature

August 13, 2003

Date

Total number of pages including cover sheet, attachments, and documents: 5

Mail documents to be recorded with required cover sheet information to:

Mail Stop Assignment Recordation Services

Director of the United States Patent and Trademark Office

P.O. Box 1450

Alexandria, Virginia 22313-1450

05/06/03

PATENT  
REEL: 015166 FRAME: 0862

**Exhibit A**

<b>Docket Number</b>	<b>Description</b>	<b>Registration/Application No.</b>	<b>Issued/File Date</b>
005545.P032	Information Repository System Including a Wireless Device and Related Method	10/171,048	Filed June 12, 2002
005545.P033	System and Method for Modifying Application Behavior Based on Network Bandwidth	10/191,093	Filed July 8, 2002
005545.P034	System and Method for Automatically Updating a Wireless Device	10/133,817	Filed April 24, 2002

08-18-2003

FORM PTO-1595

As Modified by Blakely, Sokoloff, Taylor &amp; Zafman LLP

(Rev. 10/02)

OMD NO. 0651-0027 (exp. 6/30/2005)



102527959

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark OfficeAttorney Docket No.:  
005545.P032.P033.P034

To the Director of the United States Patent and Trademark Office. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Neomar, Inc.

8-15-03

Additional name(s) of conveying party(ies) attached?

☒ No ☐ Yes

3. Nature of Conveyance

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Other:

Execution Date(s): 04/25/03

2. Name and address of receiving party(ies):

Name: N-G Acquisition Corporation

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Street Address: 1032 Morse Avenue

City: Sunnyvale State/Province: CA Zip: 94089

Country: USA

Additional name(s) & address(es) attached? ☐ Yes ☒ No

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B. Patent No.(s) See Exhibit A

Additional numbers attached? ☒ Yes ☐ No

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Name: Blakely, Sokoloff, Taylor &amp; Zafman LLP

Internal Address:

Street Address: 12400 Wilshire Boulevard, 7<sup>th</sup> Floor  
Los Angeles, California 90025

6. Total number of applications and patents involved: 3

7. Total Fee (37 CFR 3.41).....\$ 120.00

☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit Account Number:

02-2666

(Attach duplicate copy of this page if paying by deposit account)

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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.

Mark L. Watson #46,322

Name of Person Signing

Signature

August 13, 2003

Date

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P.O. Box 1450

Alexandria, Virginia 22313-1450

08/18/2003 LMJELLER 00000053 10171048

01 FC:0021

120.00 OP

05/06/03

PATENT  
REEL: 015166 FRAME: 0864

**Exhibit A**

<b>Docket Number</b>	<b>Description</b>	<b>Registration/Application No.</b>	<b>Issued/File Date</b>
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005545.P033	System and Method for Modifying Application Behavior Based on Network Bandwidth	10/191,093	Filed July 8, 2002
005545.P034	System and Method for Automatically Updating a Wireless Device	10/133,817	Filed April 24, 2002

## FORM OF ASSIGNMENT OF PATENTS

THIS ASSIGNMENT OF PATENTS, dated April 25, 2003, is entered into by NEOMAR, INC., a Delaware corporation, ("*Assignor*"), for the benefit of N-G ACQUISITION CORP., a Delaware corporation ("*Assignee*").

WHEREAS, Assignee, Assignor and Good Technology, Inc., a Delaware corporation, have entered into that certain Asset Purchase Agreement, dated as of April 25, 2003 (the "*Agreement*"), pursuant to which Assignor has agreed to sell and assign, and Assignee has agreed to buy and acquire the Purchased Assets, as defined in the Agreement;

WHEREAS, pursuant to Section 2.8(d) of the Agreement, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the patents, patent applications, patent disclosures and related patent rights which are a part of the Purchased Assets (the "*Patents*"), and set forth on Exhibit A attached hereto.

NOW, THEREFORE, in consideration of entering into the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, sets over and transfers to Assignee, its successors and assigns all of Assignor's entire right, title and interest in and to the Patents, and any and all applications for patent and patents issuing therefrom in any and all countries of the world, including all divisions, continuations, re-examinations, or reissues, and extensions thereof, and all rights of priority resulting from the filing in the United States of the respective applications for said Patents identified above, the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives, to the end of the term or terms for which the Patents are or may be granted or reissued as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment and sale had not been made; together with all claims for damages by reason of past infringements of the Patents including without limitation provisional rights thereto with the right to sue for and collect the same for its own use and benefit, and for the use and on behalf of its successors, assigns and other legal representatives; provided, however, Assignee will be responsible for those costs and expenses reasonably incurred by Assignor in carrying out Assignor's obligations pursuant to this paragraph.

Assignor agrees that, on request it will at Assignee's expense sign all lawful papers in connection with all divisional, continuing, re-examining and reissue applications, make all rightful oaths and generally do everything reasonably requested by Assignee to aid Assignee, its successors, assigns and nominees to obtain, maintain, and enforce patent protection in any country for the inventions set forth in the Patents.

22294/00202/DC/11204

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed, by its duly authorized corporate officer effective this 25<sup>th</sup> day of April, 2003.

NEOMAR, INC.

By: \_\_\_\_\_

Name: William Winters

Title: CEO

STATE OF California  
COUNTY OF San Francisco

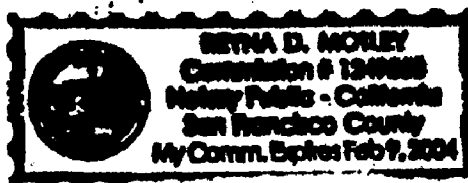
On this 25<sup>th</sup> day of April, 2003, before me, a Notary Public in and for said State, personally appeared William R. Winters personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged 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 entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS, my hand and official seal.

\_\_\_\_\_  
Notary Public

Acknowledged and agreed to by:

N-G ACQUISITION CORP.



By: \_\_\_\_\_

Name:

Title:

Date: April \_\_, 2003

22294/00202/DC/11204

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed, by its duly authorized corporate officer effective this \_\_\_\_ day of April, 2003.

NEOMAR, INC.

By: \_\_\_\_\_  
Name:  
Title:

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_ day of April, 2003, before me, a Notary Public in and for said State, personally appeared \_\_\_\_\_ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(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 entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS, my hand and official seal.

\_\_\_\_\_  
Notary Public

Acknowledged and agreed to by:

N-G ACQUISITION CORP.

By: \_\_\_\_\_  
Name: Daniel J Shader  
Title: CEO

Date: April 25, 2003

22294/00202/DC/112042

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NOW, THEREFORE, in consideration of entering into the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, sets over and transfers to Assignee, its successors and assigns all of Assignor's entire right, title and interest in and to the Patents, and any and all applications for patent and patents issuing therefrom in any and all countries of the world, including all divisions, continuations, re-examinations, or reissues, and extensions thereof, and all rights of priority resulting from the filing in the United States of the respective applications for said Patents identified above, the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives, to the end of the term or terms for which the Patents are or may be granted or reissued as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment and sale had not been made; together with all claims for damages by reason of past infringements of the Patents including without limitation provisional rights thereto with the right to sue for and collect the same for its own use and benefit, and for the use and on behalf of its successors, assigns and other legal representatives; provided, however, Assignee will be responsible for those costs and expenses reasonably incurred by Assignor in carrying out Assignor's obligations pursuant to this paragraph.

Assignor agrees that, on request it will at Assignee's expense sign all lawful papers in connection with all divisional, continuing, re-examining and reissue applications, make all rightful oaths and generally do everything reasonably requested by Assignee to aid Assignee, its successors, assigns and nominees to obtain, maintain, and enforce patent protection in any country for the inventions set forth in the Patents.

22294/00202/DC/11204

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NEOMAR, INC.

By: W. Winters

Name: William Winters

Title: CEO

STATE OF California  
COUNTY OF San Francisco

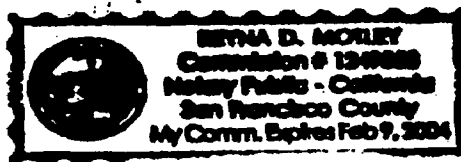
On this 25<sup>th</sup> day of April, 2003, before me, a Notary Public in and for said State, personally appeared William R. Winters personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged 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 entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS, my hand and official seal.

[Signature]  
Notary Public

Acknowledged and agreed to by:

N-G ACQUISITION CORP.



By: \_\_\_\_\_

Name:

Title:

Date: April \_\_, 2003

22294/00202/DC/11204

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By: \_\_\_\_\_

Name:

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WITNESS, my hand and official seal.

\_\_\_\_\_  
Notary Public

Acknowledged and agreed to by:

N-G ACQUISITION CORP.

By: \_\_\_\_\_

Name: Daniel J Shader

Title: CEO

Date: April 25, 2003

22294/00202/DC/112042

RECORDED: 08/15/2003

PATENT  
REEL: 015166 FRAME: 0871