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To the Honorable Commissioner of Pa

102715832

original documents or copy thereof.

22553 U.S. PTO
10/812990



033104

1. Name of conveying party(ies):
Gary H. Ogasawara
Jonah Schwartz
David Stone

2. Name and address of receiving party(ies)

Name: GEMINI MOBILE TECHNOLOGIES, INC.
20555 ASHLEY WAY
SARATOGA, CA 95070

Additional name of conveying party(ies) attached? Yes No

Additional Name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other

Execution Date: MARCH 31, 2004

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: MARCH 31, 2004

A. Patent Application No.(s)

B. Patent No.(s)

101812990

Additional numbers attached? Yes No

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

DAVID R. SCHAFFER
KENYON & KENYON
1500 K STREET, NW
SUITE 700
WASHINGTON, D.C. 20005

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41) \$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

11-0600

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

Attorney Docket No. 12487/12

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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.

David R. Schaffer, Reg. No. 43,089
Name of Person Signing

David R. Schaffer
Signature

March 31, 2004
Date

Total number of pages including cover sheet, attachments, and documents: 4

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

Attorney's Docket No.: 12487/12

PATENT

ASSIGNMENT

In consideration of good and valuable consideration, the receipt of which is hereby acknowledged, we hereby sell, assign, and transfer to Gemini Mobile Technologies, Inc. a corporation having a primary place of business at 20555 Ashley Way, Saratoga, CA 95070, U.S.A., (hereinafter "the Assignee"), and its successors, assigns, and legal representatives, the entire right, title, and interest for the United States and all foreign countries, in and to any and all improvements that are disclosed in the application for the United States patent, filed concurrently herewith, entitled

SYNCHRONOUS MESSAGE QUEUES


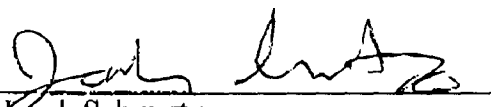
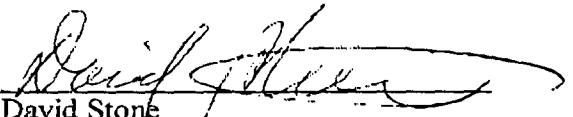
and in and to said application and all divisional, continuing, substitute, renewal, reissue, and all other patent applications that have been or shall be filed in the United States and all foreign countries on any of said improvements; and in and to all original and reissued patents that have been or shall be issued in the United States and all foreign countries on said improvements; and in and to all rights of priority resulting from the filing of said United States application;

agree that said Assignee may apply for and receive a patent or patents for said improvements in its own name; and that, when requested, without charge to, but at the expense of, said Assignee, its successors, assigns, and legal representatives, to carry out in good faith the intent and purpose of this Assignment, the undersigned will execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications on any and all said improvements; execute all rightful oaths, assignments, powers of attorney, and other papers; communicate to said Assignee, its successors, assigns, and representatives all facts known to the undersigned relating to said improvements and the history thereof; and generally assist said Assignee, its successors, assigns, or representatives in securing and maintaining proper patent protection for said improvements and for vesting title to said improvements, and all applications for patents and all patents on said improvements, in said Assignee, its successors, assigns, and legal representatives; and

Attorney Docket No.: 12487/12
Assignment

covenant with said Assignee, its successors, assigns, and legal representatives that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

Each Inventor: Please Sign and Date Below:

<u>March 31</u> , 2004	<u></u> Gary H. Ogasawara
<u>March 31</u> , 2004	<u></u> Jenah Schwartz
<u>March 31</u> , 2004	<u></u> David Stone

Assignment Document Return Address:

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Washington, D.C. 20005-1257