

06-16-2004



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Attorney Docket No.: 006655.P041

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):  
**DoCoMo Communications Laboratories USA, Inc.**  
*6.14.04*

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

2. Name and address of receiving party(ies):  
 Name: NTT DoCoMo, Inc.

Internal Address: \_\_\_\_\_

3. Nature of Conveyance

Assignment  Merger  
 Security Agreement  Change of Name  
 Other:

Execution Date(s): June 9, 2004

Street Address: Sanno Park Tower, 11-1, Nagata-cho, 2-chome, Chiyoda-ku

City: Tokyo State/Provence: \_\_\_\_\_ Zip: 100-6150  
 Country: Japan

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) \_\_\_\_\_

B. Patent No.(s) 6,745,339

Additional numbers attached?  Yes  No

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

Name: Blakely, Sokoloff, Taylor & 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:

7. Total Fee (37 CFR 3.41).....\$ 40.00  
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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.*

Michael J. Mallie \_\_\_\_\_ 6/10/04  
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PATENT  
REEL: 015442 FRAME: 0463

ASSIGNMENT OF U.S. PATENT APPLICATION

For good and valuable consideration, the receipt of which is hereby acknowledged, DoCoMo Communications Laboratories USA, Inc., a corporation of Delaware, (the "Assignor") having a place of business at 181 Metro Drive, Suite 300, San Jose, California 95110, hereby sells, assigns, and transfers to NTT DoCoMo, Inc., a corporation of Japan, having a principal place of business at Sanno Park Tower, 11-1, Nagata-cho 2-chome, Chiyoda-ku, Tokyo 100-6150, Japan, (the "Assignee"), its successors and assigns the entire right, title and interest throughout the world in the inventions, discoveries, improvements, or designs in United States Patent Number 6,745,339, issued June 1, 2004, entitled "METHOD FOR DYNAMICALLY SWITCHING FAULT TOLERANCE SCHEMES," and in and to all patent applications and letters patents (including, but not limited to, utility patents, design patents, utility models, inventor certificates, and applications thereof) of every country for such inventions, discoveries, improvements, or designs including all divisional applications, continuation applications, continued prosecution applications, continuation-in-part applications, substitute applications, renewal applications, reissue applications, reexaminations, extensions, 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 patents, reissued patents, reexamination certificates, and extensions, 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.

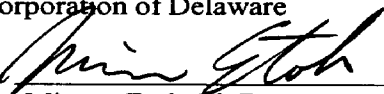
The Assignor agrees that said Assignee may apply for and receive a patent or patents for said improvements in its own name; and that, when requested, without charge to, but at the expense of, said Assignee, its successors, and legal representatives, to carry out in good faith the intent and purpose of this Assignment, the undersigned will execute all divisional applications, continuation applications, continued prosecution applications, continuation-in-part applications, substitute applications, renewal applications, reissue applications, reexaminations, extensions 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.

Assignor covenants 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 possess by the undersigned.

The Assignor hereby requests the Commissioner for Patents and Trademarks to issue all patents granted for such inventions, discoveries, improvements, or designs to the Assignee, its successors and assigns.

Executed this 9th day of June, 2004

DoCoMo Communications Laboratories USA, Inc.  
A corporation of Delaware

By:   
\_\_\_\_\_  
Minoru Etoh, Ph.D.

Print Title: President & CEO

Assignment Document Return Address:  
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