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U.S. PTO 10/18/74642



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OMB No. 0651-0027 (exp. 6/30/2005)

Tab settings ⇨⇨⇨

To the Honorable Commissioner of Patent.

Original documents or copy thereof.

1. Name of conveying party(ies):

Paul Atkinson

2. Name and address of receiving party(ies)

Name: Kestrel Wireless, Inc.

Internal Address:

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Street Address: 4141 Jutland Drive, Suite 201

City: San Diego State: CA Zip: 92117

Execution Date: 06/22/2004

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

4. Application number(s) or patent number(s):

10874642

If this document is being filed together with a new application, the execution date of the application is: 06/23/2004

A. Patent Application No.(s) _____

B. Patent No.(s) _____

Additional numbers attached? Yes No

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

Name: Procopio Cory Hargreaves & Savitch LLP

Internal Address:

6. Total number of applications and patents involved

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

- Enclosed
- Authorized to be charged to deposit account

07/01/2004 LHMUELLER 00000016 502075 10874642

01 FC:0021 40.00 BA

Street Address: 530 B Street, Suite 2100

City: San Diego State: CA Zip: 92101-4469

8. Deposit account number: 50-2075

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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.

Name of Person Signing

Patricia Rawlins
Signature

6/23/04
Date

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

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

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PATENT REEL: 015507 FRAME: 0592

ASSIGNMENT OF PATENT APPLICATION

Whereas, I, Paul Atkinson, a citizen of the United States, hereinafter referred to as "Assignor", have invented an invention entitled "Method and Apparatus for Activating Optical Media", for which United States provisional application serial number 60/480,686 was filed on June 23, 2003, and for which a United States non-provisional application is being filed herewith;

Whereas, Kestrel Wireless, Inc., a corporation organized and existing under the laws of the State of Delaware, hereinafter referred to as "Assignee", whose principal place of business is at 4141 Jutland Drive, Suite 201, San Diego, California, 92117, wishes to acquire the full and exclusive right, title and interest in the invention, the application, and any patents and equivalent legal protections that are obtained thereon in the United States and in any foreign countries;

Now, therefore, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee, its successors and assigns, the full and exclusive right, title and interest in the invention, the application, and any patents and equivalent legal protections that are obtained thereon in the United States and in any foreign countries, including any continuations, divisions, renewals, substitutes, reissues or legal equivalents thereof, for the full term(s) for which the same is granted, including all priority rights under the International Convention.

Assignor, in accordance with this Assignment, hereby authorizes and requests the United States Commissioner for Patents, and officials of foreign countries whose duty it is to issue patents or legal equivalents thereof, to issue any patents obtained on the invention to Assignee, its successors and assigns.

Assignor covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into that would conflict with this Assignment.

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Assignor further covenants that Assignee will, upon its request, be provided promptly with all pertinent facts and documents relating to this invention and any applications, patents or legal equivalents directed thereto that are known and accessible to Assignor, and that Assignor will testify in any interference or litigation related thereto.

Assignor further covenants that he will promptly execute and deliver to Assignee or its legal representative any documents, instruments or affidavits required to apply for, obtain, maintain, issue and enforce this invention and any applications, patents or legal equivalents directed thereto in the United States or in any foreign country.

Date 22 June 2004

By: Paul O. Atkinson
Paul Atkinson

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