

Recordation Form Cover Sheet PATENTS ONLY		Attorney Docket No.: <u>7147.G001</u>
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): Broadstorm Telecommunications, Inc. by their duly authorized officer, Vernon L. Fotheringham Additional name(s) of conveying party(ies) attached? ☒ No ☐ Yes	2. Name and address of receiving party(ies): Name: <u>J & K Services, L.L.C.</u> Internal Address: _____ Street Address: <u>9203 SE 33rd Street</u> City: <u>Mercer Island</u> State/Province: <u>WA</u> Zip: <u>98040</u> Country: <u>U.S.A.</u> Additional name(s) & address(es) attached? ☐ Yes ☒ No	
3. Nature of Conveyance ☒ Assignment ☐ Merger ☐ Security Agreement ☐ Change of Name ☐ Other: Execution Date(s): <u>8/30/2004</u>	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) <u>09/685,977, 09/738,086, 09/692,681, 09/837,337, 10/051,348, 09/802,453, 09/837,701, 09/898,163</u> B. Patent No.(s) _____ Additional numbers attached? Yes ☐ No ☒	
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Blakely, Sokoloff, Taylor & Zafman LLP</u> Internal Address: _____ Street Address: <u>12400 Wilshire Boulevard, 7th Floor</u> <u>Los Angeles, California 90025</u>	6. Total number of applications and patents involved: <u>8</u> 7. Total Fee (37 CFR 3.41).....\$ <u>320.00</u> ☐ Enclosed ☒ Authorized to be charged to deposit account 8. Deposit Account Number: <u>02-2666</u> (Attach duplicate copy of this page if paying by deposit account)	
DO NOT USE THIS SPACE		
9. Statement and signature. <i>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.</i>		
<u>Thomas S. Ferrill</u> Name of Person Signing	 Signature	<u>1-31-05</u> Date
Total number of pages including cover sheet, attachments, and documents: <u>8</u>		

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

Based on Form PTO-1595 as modified by BLAKELY, SOKOLOFF, TAYLOR & ZAFMAN LLP on 05/09/03

ASSIGNMENT

This Assignment is made and entered into according to the execution date below, by and between, Broadstorm Telecommunications, Inc., a California corporation ("Assignor"), having a principal place of business at 2469 152nd Redmond, WA 98052, and J & K Services L.L.C, a Washington Limited Liability corporation ("Assignee"), having a principal place of business at 9203 SE 33rd Street, Mercer Island, WA 98040, its successors, assigns and legal representatives.

WHEREAS, Assignor and Assignee are parties to that certain Foreclosure Agreement dated August 27, 2003, (the "Purchase and Sale Agreement"), pursuant to which Assignee agreed to purchase the Intellectual Property assets (as defined therein) from Assignor,

WHEREAS, Assignor is the owner of certain patent(s) and/or patent application(s) set forth in APPENDIX A (the "Patents"), and

WHEREAS, Assignee desires to purchase all of Assignor's right, title and interest in and to the Patents; and

WHEREAS, the execution and delivery of this Agreement is a condition to foreclosure (as defined in the Purchase and Sale Agreement).

NOW THEREFORE, for the consideration stated in the Purchase and Sale Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignor hereby sells, assigns, transfers and conveys to Assignee all of Assignor's entire right, title and interest in and to the Patents set forth in APPENDIX A,

and all divisions, continuations, continuations-in-part, continuing practice applications and renewals thereof, and all reissues, extensions thereof, and all proceeds thereof (including but not limited to, all license royalties and proceeds of infringement suits), and all United States and foreign Letters Patents which may be granted on the applications or any corresponding applications in a country foreign to the United States (including the right to apply for Letters Patent in foreign countries in its own name and to claim any priority rights for such foreign applications to which such applications are entitled under international conventions, treaties, or otherwise),

and in any and all causes of action for past, present, and future infringement of any of the Letters Patents, or relating to any inventions or discoveries described therein, including the right to collect royalties for all such infringements and the right to sue on all such causes of action for their own use and benefit and the use and benefit of their successors, assigns and legal representatives,

and do hereby authorize and request any official whose duty it is to issue Letters Patents, to issue any and all Letters Patents which may be granted upon any of the said applications, to said Assignee, or its successors or assigns,

each and every of the foregoing rights, titles and interests herein assigned to be held and enjoyed by Assignee, its successors, assigns and legal representatives, as exclusively, fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

2. Assignor hereby covenants that Assignor shall, at the cost and expense of Assignee, use commercially reasonable efforts to take all actions and execute all documents necessary to perfect the interest of Assignee in and to the Patents.

IN TESTIMONY WHEREOF, Assignor has caused this Assignment to be duly executed in its name, and behalf by affixing its hand and seal thereto by its designated officer, director, or agent, whose name and title appear below.

Executed this 30th day of August, 2004.

J & K Services L.L.C.
(Assignee)

Broadstorm Telecommunications, Inc.
(Assignor)

John E. Parkey
Signature

Vernon L. Fotheringham
Signature

Name: John E. Parkey

Name: VERNON L. FOTHERINGHAM

Title: Chief Executive Officer

Title: PRESIDENT & CEO

STATE OF Washington

ss):

COUNTY OF King

This 30th day of August, 2004, before me personally came the above-named, Vernon L. Fotheringham ~~name~~ personally known as the individual who executed the foregoing assignment, who acknowledged to me that he executed the same of his own free will for the purposes therein set forth.

John E. Parkey

Luci M. Arevalo
Notary Public Luci M. Arevalo

Commission Expires: 2-10-08



APPENDIX A

Appl. No.	Ctry.	Filed/Issued	Title	Atty. Dkt. No.
09/685,977	US	10/10/2000	MEDIUM ACCESS CONTROL FOR ORTHOGONAL FREQUENCY - DIVISION MULTIPLE - ACCESS (OFDMA) CELLULAR NETWORKS	7147.P001
2002211628	AU	10/10/2001	MEDIUM ACCESS CONTROL FOR ORTHOGONAL FREQUENCY - DIVISION MULTIPLE - ACCESS (OFDMA) CELLULAR NETWORKS	7147.P001AU
2424318	CA	03/31/2003	MEDIUM ACCESS CONTROL FOR ORTHOGONAL FREQUENCY - DIVISION MULTIPLE - ACCESS (OFDMA) CELLULAR NETWORKS	7147.P001CA
01817199.0	CN	04/10/2003	MEDIUM ACCESS CONTROL FOR ORTHOGONAL FREQUENCY - DIVISION MULTIPLE - ACCESS (OFDMA) CELLULAR NETWORKS	7147.P001CN
01979694.5	EP	10/10/2001	MEDIUM ACCESS CONTROL FOR ORTHOGONAL FREQUENCY - DIVISION MULTIPLE - ACCESS (OFDMA) CELLULAR NETWORKS	7147.P001EP
2002-535271	JP	10/10/2001	MEDIUM ACCESS CONTROL FOR ORTHOGONAL FREQUENCY - DIVISION MULTIPLE - ACCESS (OFDMA) CELLULAR NETWORKS	7147.P001JP
2003-7005079	KR	04/10/2003	MEDIUM ACCESS CONTROL FOR ORTHOGONAL FREQUENCY - DIVISION MULTIPLE - ACCESS (OFDMA) CELLULAR NETWORKS	7147.P001KR

PATENT

REEL: 015639 FRAME: 0610

09/692,681	US	10/18/2000	CHANNEL ALLOCATION IN BROADBAND ORTHOGONAL FREQUENCY-DIVISION MULTIPLE-ACCESS/SPACE- DIVISION MULTIPLE-ACCESS NETWORKS	7147.P003
US01/42716	PCT	10/11/2001	CHANNEL ALLOCATION IN BROADBAND ORTHOGONAL FREQUENCY-DIVISION MULTIPLE-ACCESS/SPACE- DIVISION MULTIPLE-ACCESS NETWORKS	7147.P003PCT
09/837,337	US	04/17/2001	MULTI-CARRIER COMMUNICATIONS WITH GROUP- BASED SUBCARRIER ALLOCATION	7147.P004X
2431849	CA	12/13/2001	MULTI-CARRIER COMMUNICATIONS WITH GROUP- BASED SUBCARRIER ALLOCATION	7147.P004XCA
01820651.4	CN	12/13/2001	MULTI-CARRIER COMMUNICATIONS WITH GROUP- BASED SUBCARRIER ALLOCATION	7147.P004XCN
01992115.4- 2415	EP	12/13/2001	MULTI-CARRIER COMMUNICATIONS WITH GROUP- BASED SUBCARRIER ALLOCATION	7147.P004XEP (ABANDONED)
2002-550684	JP	12/13/2001	MULTI-CARRIER COMMUNICATIONS WITH GROUP- BASED SUBCARRIER ALLOCATION	7147.P004XJP
2003-7007962	KR	06/13/2003	MULTI-CARRIER COMMUNICATIONS WITH GROUP- BASED SUBCARRIER ALLOCATION	7147.P004XKR
2003/005307	MX	06/13/2003	MULTI-CARRIER COMMUNICATIONS WITH GROUP- BASED SUBCARRIER ALLOCATION	7147.P004XMX
PATENT US01/48422	PCT	12/13/2001	MULTI-CARRIER COMMUNICATIONS WITH GROUP- BASED SUBCARRIER ALLOCATION	7147.P004XPCT
01/262,828	US	01/19/2001	MULTI-CARRIER COMMUNICATION WITH TIME DIVISION MULTIPLEXING AND CARRIER-SELECTIVE LOADING	7147.P005Z
10/051,348	US	01/17/2002	MULTI-CARRIER COMMUNICATION WITH TIME	7147.P005

				DIVISION	
				MULTIPLEXING AND CARRIER-SELECTIVE LOADING	
Corresponding to Int Appl PCT/US02/01951	CA	01/18/2002		MULTI-CARRIER COMMUNICATION WITH TIME DIVISION	7147.P005CA
02806791.6	CN	09/18/2003		MULTI-CARRIER COMMUNICATION WITH TIME DIVISION	7147.P005CN
02704230.8	EP	01/18/2002		MULTI-CARRIER COMMUNICATION WITH TIME DIVISION	7147.P005EP
2002-558663	JP	07/22/2003		MULTI-CARRIER COMMUNICATION WITH TIME DIVISION	7147.P005JP
2003-7009565	KR	07/18/2003		MULTI-CARRIER COMMUNICATION WITH TIME DIVISION	7147.P005KR
09/802,453	US	03/09/2001		MULTI-CARRIER COMMUNICATION WITH TIME DIVISION	7147.P006
02809429.8	CN	11/05/2003		MULTI-CARRIER COMMUNICATION WITH TIME DIVISION	7147.P006CN
2002-572752	JP	03/08/2002		MULTI-CARRIER COMMUNICATION WITH TIME DIVISION	7147.P006JP
2003-7011937	KR	09/09/2003		MULTI-CARRIER COMMUNICATION WITH TIME DIVISION	7147.P006KR
2002-07111	PCT	03/08/2002		MULTI-CARRIER COMMUNICATION WITH TIME DIVISION	7147.P006PCT
09/837,701	US	04/17/2001		MULTI-CARRIER COMMUNICATIONS WITH ADAPTIVE CLUSTER	7147.P007X

			CONFIGURATION AND SWITCHING		
2431502	CA	12/13/2001	MULTI-CARRIER COMMUNICATIONS WITH ADAPTIVE CLUSTER	7147.P007XCA	
01820652.2	CN	12/13/2001	CONFIGURATION AND SWITCHING		
			MULTI-CARRIER COMMUNICATIONS WITH ADAPTIVE CLUSTER	7147.P007XCN	
			CONFIGURATION AND SWITCHING		
P 410486 EP	EP	12/13/2001	MULTI-CARRIER COMMUNICATIONS WITH ADAPTIVE CLUSTER	7147.P007XEP (ABANDONED)	
			CONFIGURATION AND SWITCHING		
2002-550747	JP	12/13/2001	MULTI-CARRIER COMMUNICATIONS WITH ADAPTIVE CLUSTER	7147.P007XJP	
			CONFIGURATION AND SWITCHING		
2003-7007963	KR	06/13/2003	MULTI-CARRIER COMMUNICATIONS WITH ADAPTIVE CLUSTER	7147.P007XKR	
			CONFIGURATION AND SWITCHING		
2003/005311	MX	06/13/2003	MULTI-CARRIER COMMUNICATIONS WITH ADAPTIVE CLUSTER	7147.P007XMX	
			CONFIGURATION AND SWITCHING		
US01/48701	PCT	12/13/2001	MULTI-CARRIER COMMUNICATIONS WITH ADAPTIVE CLUSTER	7147.P007XPCT	
			CONFIGURATION AND SWITCHING		
09/898,163	US	07/02/2001	METHOD AND APPARATUS FOR ADAPTIVE CARRIER ALLOCATION AND POWER CONTROL IN MULTI-CARRIER COMMUNICATION SYSTEMS	7147.P008	
PATENT					
02/36030	PCT	11/07/2002	METHOD AND APPARATUS FOR ADAPTIVE CARRIER ALLOCATION AND POWER CONTROL IN MULTI-CARRIER COMMUNICATION SYSTEMS	7147.P008PCT	

RECORDED: 01/31/2005

REEL: 015639 FRAME: 0614