

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT								
NATURE OF CONVEYANCE:	ASSIGNMENT								
CONVEYING PARTY DATA									
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:70%;">Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Douglas M. Miller</td> <td>12/16/2004</td> </tr> <tr> <td>Ken Balmy</td> <td>12/16/2004</td> </tr> <tr> <td>Jeff A. Bechdol</td> <td>12/16/2004</td> </tr> </tbody> </table>		Name	Execution Date	Douglas M. Miller	12/16/2004	Ken Balmy	12/16/2004	Jeff A. Bechdol	12/16/2004
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Douglas M. Miller	12/16/2004								
Ken Balmy	12/16/2004								
Jeff A. Bechdol	12/16/2004								
RECEIVING PARTY DATA									
Name:	Communication Machinery Corporation								
Street Address:	402 E. Gutierrez Street								
City:	Santa Barbara								
State/Country:	CALIFORNIA								
Postal Code:	93101								
PROPERTY NUMBERS Total: 1									
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>11018034</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	11018034				
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Application Number:	11018034								
CORRESPONDENCE DATA									
Fax Number:	(805)230-1355								
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>									
Phone:	(805) 230-1350								
Email:	dkirk@socalip.com								
Correspondent Name:	SoCal IP Law Group LLP								
Address Line 1:	310 N. Westlake Blvd., Suite 120								
Address Line 4:	Westlake Village, CALIFORNIA 91362								
NAME OF SUBMITTER:	Douglas S. Kirk								
Total Attachments: 4 source=CMC2062-9#page1.tif source=CMC2062-9#page2.tif source=CMC2062-9#page3.tif source=CMC2062-9#page4.tif									

OP \$40.00 11018034

PATENT

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT is dated as of the date appearing next to the signature of the undersigned.

WHEREAS, the undersigned, Douglas M. Miller, Ken Balmy and Jeff A. Bechdol (hereafter "Assignors"), are the inventors of a certain new and useful invention entitled Wireless Network Load Generator Dynamic Mac Hardware Address Manipulation which is described and claimed in an application for United States Letters Patent filed herewith and identified by Docket No. 2062-9 (hereinafter the "Intellectual Property"); and

WHEREAS, Communication Machinery Corporation, a corporation duly organized under and pursuant to the laws of the State of California and having its principal place of business at 402 E Gutierrez Street, Santa Barbara, California 93101 (hereafter "Assignee"), is desirous of acquiring the entire right, title, and interest in and to the Intellectual Property.

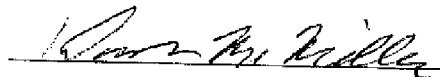
NOW, THEREFORE, for good and valuable consideration, the receipt, sufficiency and reasonably equivalent value of which is hereby mutually acknowledged, Assignors covenant to and do hereby irrevocably sell, assign, transfer, and convey unto Assignee, its successors, assigns, and legal representatives, in perpetuity, the entire right, title, and interest throughout the world, in and to the Intellectual Property; any and all other rights in, to, and under the Intellectual Property including without limitation, any and all right to royalties, profits, compensations, license fees or other payments or remuneration of any kind relating to the Intellectual Property; all claims or causes of action Assignors have or may have in connection with the Intellectual Property;

including, but not limited to, the right to sue to recover damages for any and all past infringements of the Intellectual Property; any and all patents in the United States of America, its territorial possessions, or any foreign territories which may be granted therefore or thereon; and, to any and all divisional, continuing, substitute, renewal, reissue or other applications of any kind which have been or shall be filed in the United States of America, its territorial possessions, or any foreign territories, or any claims for any benefit of priority deriving there from.

Assignors hereby authorize and request the Commissioner of Patents and Trademarks to grant and issue any and all patents to said Assignee, and to record the assignment from the Assignors to the Assignee as the Assignee shall desire.

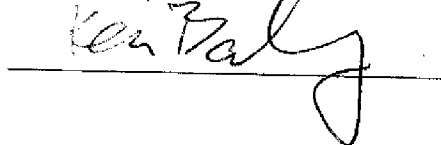
IN WITNESS WHEREOF, Assignors have fully executed this agreement intending to be legally bound thereby.

Douglas M. Miller



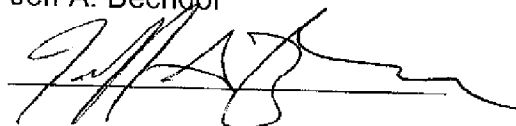
Date 12/16/04

Ken Balmy



Date 12/16/04

Jeff A. Bechdol

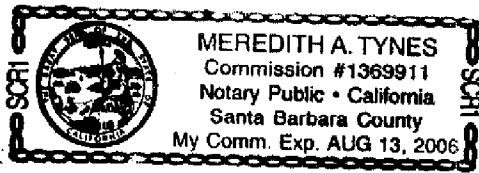


Date 2004-12-16

STATE OF CALIFORNIA

COUNTY OF SANTA BARBARA

On this 16th day of December, 2004, personally before me came Douglas M. Miller, Ken Balmy, and Jeff A. Bechdol, known to me and known to me to be the persons described in and the signatories to the annexed assignment and who, being duly sworn, acknowledge that they executed the same as their own free act and deed.

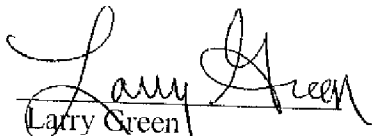



Meredith Tynes
Notary Public in and for the State of California

My Commission expires Aug 13, 2006

ACCEPTANCE OF ASSIGNMENT

I, Larry Green, am the President of Assignee, COMMUNICATION MACHINERY CORPORATION, and hereby accept the annexed ASSIGNMENT OF INTELLECTUAL PROPERTY on behalf of Assignee


Larry Green


Date