

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

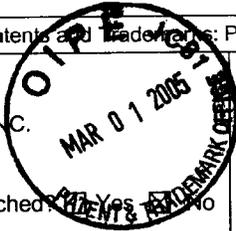


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To the Honorable Commissioner of Patents and Trademarks: Please Record the attached original documents or copy thereof.

3-1-05



1. Name of conveying party(ies):  
NEW CINGULAR WIRELESS SERVICES, INC.  
f/k/a AT&T WIRELESS SERVICES, INC.

2. Name and address of receiving party(ies)

Name: CINGULAR WIRELESS II, INC..

Additional name of conveying party(ies) attached  Yes  No

Street Address: 16221 NE 72<sup>nd</sup> Way

City: Redmond State: WA Zip: 98052

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

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other \_\_\_\_\_

Execution Date: 27 Oct. 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:

A. Patent Application No.(s)  
09/899,956

B. Patent No.(s)

Additional numbers attached?  Yes  No

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

William E. Curry  
Kenyon & Kenyon  
1500 K Street, NW  
Suite 700  
Washington, DC 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)

DO NOT USE THIS SPACE

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.

William E. Curry

01 March 2005  
Date

Name of Person Signing

Signature

03/04/2005 DBYRNE 00000167 110600 09899956

01 FC:0021 40.00 BA Total number of pages including cover sheet, attachments, and documents: 99

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

PATENT ASSIGNMENT AGREEMENT

THIS PATENT ASSIGNMENT AGREEMENT ("Assignment") is executed by and between New Cingular Wireless Services, Inc., a Delaware corporation ("Assignor") f/k/a AT&T Wireless Services, Inc., on the one hand, and Cingular Wireless II, Inc., a Delaware corporation ("Assignee"), on the other hand.

WHEREAS, Assignor is the owner of certain patentable inventions, patent applications and patents (as disclosed and set forth in Schedule A; collectively, the "Patents"), which Assignor desires to assign to Assignee; and

WHEREAS, Assignee desires to accept such assignment of the Patents.

NOW, THEREFORE, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment of Patents. Effective as of the date hereof, Assignor assigns, transfers and conveys to Assignee, its successors, assigns and legal representatives, all of Assignor's right, title and interest in and to the Patents, all agreements and contracts of Assignor related to such Patents (the "Related Agreements") and the improvements and inventions disclosed in said Patents throughout the world, and all divisions, reexaminations, reissues, substitutions, continuations, continuations-in-part and extensions thereof, including the right to file applications and obtain patents, utility models, industrial models and designs for said inventions and improvements in Assignee's own name throughout the world including all rights of priority, all rights to publish cautionary notices reserving ownership of said inventions and all rights to register said inventions in appropriate registries. Assignor authorizes and requests the Commissioner of Patents and Trademarks and any foreign registrar or governmental authority to issue all patents on said applications or applications resulting therefrom to said Assignee, as assignee of Assignor's entire interest. Assignor agrees that it will communicate to said Assignee or its representatives any facts known to Assignor respecting said improvements and inventions; and, at Assignee's expense, testify in any legal proceedings, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths and generally do everything possible to aid said Assignee, its successors, assigns and nominees, to obtain and enforce proper protection for said Patents in all countries, and asserts that it will not execute any agreements inconsistent therewith. Assignee acknowledges that Assignor's assignment of any jointly owned Patent identified on Schedule A shall be subject to any rights such joint owner may have in such Patent.

2. Assumption. Effective as of the date hereof, Assignee hereby assumes the due and full payment and performance of all of the liabilities and obligations of Assignor under the Related Agreements.

3. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the United States of America and of the State of Delaware.

ATL01/11768196v1

4. Successors and Assigns. This Assignment shall inure to the benefit of and be binding on the successors and assigns of both parties.

5. Patents Subject to Consent. To the extent that any of the Assignor's right, title or interest in and to the Patents or any other rights, contracts, agreements or assets of the Assignor related thereto and/or liabilities or obligations of Assignor purported to be assigned hereunder may not be assigned, transferred or conveyed to, or assumed by, Assignee without the consent, release, authorization or waiver of any third party and such consent, release, authorization or waiver has not been obtained prior to the date hereof (such Patents and other rights, contracts, agreements and assets, the "Non-Transferable Patents" and such liabilities and obligations, "Non-Transferable Liabilities"), this Assignment shall not constitute an assignment, transfer, conveyance or assumption or an attempted assignment, transfer, conveyance or assumption thereof. In this circumstance, this Assignment shall to the extent possible under the Non-Transferable Patent and applicable law constitute an equitable assignment by Assignor to Assignee of all of Assignor's right, title and interest in and to, the Non-Transferable Patents and Assignee shall be deemed to be Assignor's agent for the purpose of paying, performing or discharging the Non-Transferable Liabilities on behalf of Assignor. Assignor shall take all actions reasonably requested by Assignee to provide Assignee with the benefits of the Non-Transferable Patents, including with respect to the enforcement of rights with respect thereto. Assignee shall, with respect to the Non-Transferable Liabilities, pay, perform or discharge in accordance with their terms all liabilities and obligations of Assignor under the Non-Transferable Liabilities. If Assignor is unable to effect an equitable assignment of any Non-Transferable Patent, Assignor shall transfer to Assignee an amount of cash equal to the fair market value (determined as of the date of this Assignment) of such Non-Transferable Patent.

*[signatures on following pages]*

Executed this 27th day of October, 2004.

Assignor: NEW CINGULAR WIRELESS SERVICES, INC. f/k/a  
AT&T Wireless Services, Inc.

By: *[Signature]*  
Name: Stephen A. McGaw  
Title: Vice President-Corporate  
Development

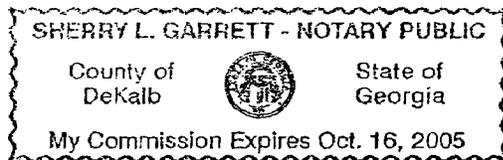


STATE OF Georgia  
COUNTY OF Fulton

On this 27 day of October, 2004, before me, a Notary Public in and for the State and County  
foresaid, personally appeared Stephen A. McGaw known by me to be the person  
above named and an officer of New Cingular Wireless Services, Inc., duly authorized to execute  
this Assignment Agreement on behalf of New Cingular Wireless Services, Inc., who signed and  
executed the foregoing instrument on behalf of New Cingular Wireless Services, Inc.

Notary Public My Commission Expires:

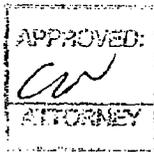
*Sherry L. Garrett*



Acknowledged this 27th day of October, 2004.

Assignee: CINGULAR WIRELESS II, INC.

By: *[Signature]*  
Name: Stephen A. McGaw  
Title: Vice President-Corporate Development



STATE OF Georgia  
COUNTY OF Fulton

On this 27 day of October, 2004, before me, a Notary Public in and for the State and County  
foresaid, personally appeared Stephen A. McGaw known by me to be the person  
above named and an officer of Cingular Wireless II, Inc., duly authorized to execute this  
Assignment Agreement on behalf of Cingular Wireless II, Inc., who signed and executed the  
foregoing instrument on behalf of Cingular Wireless II, Inc.

Notary Public My Commission Expires:

*Sherry L. Garrett*

