

04-11-2005

U.S. DEPARTMENT OF COMMERCE
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102976854

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Ivy Cunningham (12/17/2004) and Christopher White (02/04/2005)

Execution Date(s): in parentheses after inventor name

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

3. Nature of Conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other

2. Name and address of receiving party(ies)

Name: Cingular Wireless II, LLC

Internal Address:

Street Address:

7277 164th Avenue NE

City: Redmond

State: Washington

Country: United States of America Zip: 98052

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

4. Application or patent number(s):

A. Patent Application No.(s)
This application

☒ This document is being filed together with a new application.

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Michelle C. Sarruf
PERKINS COIE LLP

Internal Address: Atty. Dkt.: 101948104US1

Street Address: P.O. Box 1247

City: Seattle

State: WA Zip: 98111-1247

Phone Number: (206) 359-8000

Fax Number: (206) 359-9000

Email Address:

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☒ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers
Expiration Date

b. Deposit Account Number
Authorized User Name

9. Signature:

Michelle Sarruf

Signature

March 28, 2005

Date

Michelle C. Sarruf - 55,828

Name of Person Signing

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

5

I hereby certify that this correspondence is being deposited with the U.S. Postal Service as Express Mail, Airbill No. EV522670964US, in an envelope addressed to: MS Assignment Recordation Services, Director of the US Patent and Trademark Office, P.O. Box 1450, Alexandria, VA 22313-1450, on the date shown below.

Dated: 3/28/05

Signature: *Mike Smith*

(Mike Smith)

03/31/2005 MMEKONEN 00000033 11092511

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PATENT
REEL: 016432 FRAME: 0378


ASSIGNMENT BY INVENTORS

This Assignment is by Ivy Cunningham and Christopher White (the "Assignors"), residing at 1022 N.E. 69th Street, Seattle, Washington 98115; and 16408 N.E. 98th Court, Redmond, Washington 98052, respectively. The Assignors have invented one or more certain inventions (the "Invention(s)") described in a Patent application for Letters Patent of the United States entitled USING EMOTICONS, SUCH AS FOR WIRELESS DEVICES (the "Application"), executed concurrently herewith and naming the Assignors as inventors. The Assignors authorize the Assignee, identified below, or its representatives to insert the application number of the Application _____ when known.

Cingular Wireless II, LLC, a Limited Liability Corporation of the state of Delaware having its principal place of business at 7277 164th Avenue NE, Redmond, Washington 98052 ("Assignee"), desires to acquire the entire right, title and interest in and to the Invention(s) and the Application, and in and to any patents (collectively, "Patents") that may be granted for the Invention(s) in the United States or in any foreign countries.

For valuable consideration, the receipt and sufficiency of which Assignors acknowledge, Assignors hereby sell, assign, and transfer to Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to: the Invention(s), the Application, and any Patents; any divisions, continuations, and continuations-in-part of the Application and any other application claiming priority rights from the Application; any reissues, reexaminations, or extensions of any and all Patents; the right to file foreign applications directly in the name of Assignee; and the right to claim priority rights deriving from the Application (collectively, the "Rights"). Assignors warrant that Assignors own the Rights, and that the Rights are unencumbered. Assignors also agree to not sign any writing or do any act conflicting with this assignment, and, without further compensation, sign all documents and do such additional acts as Assignee deems necessary or desirable to: perfect Assignee's enjoyment of the Rights; conduct proceedings regarding the Rights, including any litigation or interference proceedings; or

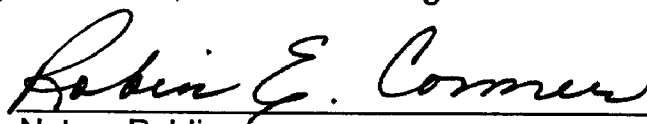
perfect or defend title to the Rights. Assignors request the Commissioner of Patents to issue any Patent of the United States that may be issued on the Invention(s) to Assignee. This Assignment may be executed in counterparts.

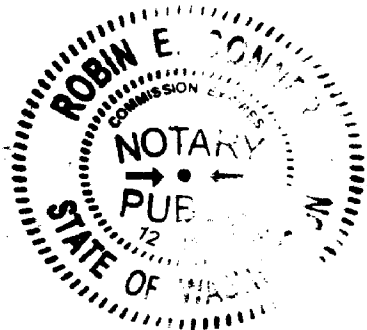

Ivy Cunningham

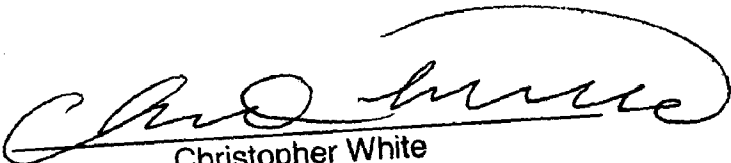
Date: 12/17/04

United States of America)
State of Washington) ss.:
County of King)

On this 17th day of December, 2004, before me
personally came Ivy Cunningham, to me known to be the individual
described in and who executed the foregoing instrument, and acknowledged execution
of the same.


Notary Public

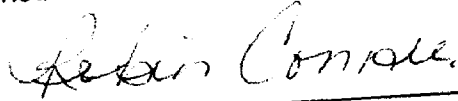



Christopher White

Date: Feb 4, 2005

United States of America)
State of WASHINGTON) ss.:
County of King)

On this 4th day of February, 2005, before me
personally came Christopher White, to me known to be the individual
described in and who executed the foregoing instrument, and acknowledged execution
of the same.



Notary Public

