

3/30/05

04-14-2005

Form PTO-1595
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)



U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

102980846

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

1. Name of conveying party(ies):
Rodric C. Fan, Edward D. Mieczko and Sean D. Taylor

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

2. Name and address of receiving party(ies)
GENX MOBILE INCORPORATED, A DELAWARE CORPORATION

Name: _____

Street Address: 2362 Qume Drive
Suite D

City San Jose State: California Country U.S.

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

113243 U.S. PTO
11095878

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: March 30, 2005; March 30, 2005;
March 24, 2005, respectively

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: April 22, 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: Kieun Jenny Sung

Internal Address: DLA Piper Rudnick Gray Cary US LLP

Street address: 2000 University Avenue

City: E. Palo Alto State: CA Zip 94303

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: 07-1896

(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.

Kieun Jenny Sung 48,639 [Signature] March 30, 2005
Name of Person Signing Reg. No. Signature Date

Total number of pages including cover sheet, attachments, and documents: 4

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Mail Stop Assignments
P.O. Box 1450, Alexandria, VA 22313-1450

04/12/2005 DBYRNE 00000193 071896 11095878

01 FC:0021 (40.00 DA)
EM/7184761.1
2502295-991120

PATENT
REEL: 016449 FRAME: 0958

ASSIGNMENT

WHEREAS, Rodric C. Fan, Edward D. Mleczeko and Sean D. Taylor have made certain inventions or discoveries (or both) set forth in an Application for Letters Patent of the United States of America entitled

REMOTELY CONFIGURABLE MOBILE UNIT

 X as filed herewith
 filed as patent application serial number _____ on _____;

WHEREAS, GenX Mobile Incorporated, a Delaware corporation whose address is 2362 Qume Drive, Suite D, San Jose, CA 95131 and who, together with its successors and assigns is hereinafter called "Assignee", is desirous of acquiring the entire right, title and interest together with the benefits and privileges hereinafter recited;

NOW, THEREFORE, for valuable consideration furnished by Assignee to us, receipt and sufficiency of which we hereby acknowledge, we hereby, without reservation;

1. Assign, transfer and convey to Assignee the entire right, title and interest together with the benefits and privileges in and to said inventions and discoveries, said Application for Letters Patent or similar forms of protection of the United States of America, and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation and convention applications based in whole or in part upon said inventions or discoveries, or upon said application, and any and all Letters Patent, reissues and extensions of Letters Patent or similar forms of protection granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications and said Letters Patent;

2. Authorize Assignee to file patent applications in any or all countries or groups of countries on any or all of said inventions and discoveries in our name or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or any other relevant convention or treaty or otherwise;

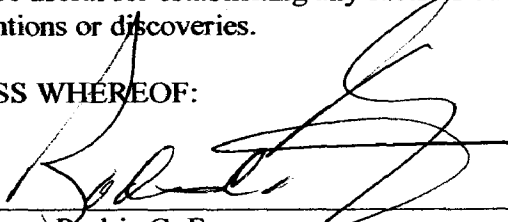
3. Authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title and interest therein, or otherwise as Assignee may direct;

4. Warrant that we have not knowingly conveyed to others any rights in said inventions, discoveries, applications or patents or any license to use the same or to make, use or sell anything embodying or utilizing any of said inventions or discoveries; and that we have good right to assign the same to Assignee without encumbrance;

5. Bind our heirs, legal representatives and assigns, as well as ourselves, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to us or them, all acts reasonable serving to assure that said inventions and discoveries, said patent applications and said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by us, our heirs, legal representatives and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested

by Assignee; to communicate to Assignee all facts known to us relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples and other physical exhibits in our control or in the control of our heirs, legal representatives or assigns which may be useful for establishing any facts of our conceptions, disclosures, and reduction to practice of said inventions or discoveries.

IN WITNESS WHEREOF:

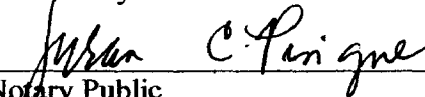


Rodric C. Fan

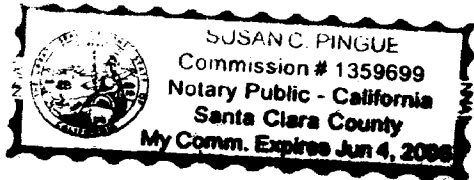
STATE OF CALIFORNIA)
)SS
COUNTY OF Santa Clara)

On Mar. 30, 2005 before me, Susan C. Pingue, Notary Public, personally appeared Rodric C. Fan, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.



Notary Public



IN WITNESS WHEREOF:

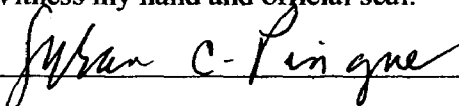


Edward David D. Mleczko

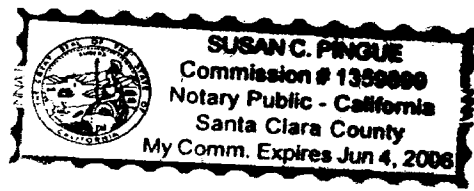
STATE OF CALIFORNIA)
)SS
COUNTY OF Santa Clara)

On Mar. 30, 2005 before me, Susan C. Pingue, Notary Public, personally appeared David D. Mleczko, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.



Notary Public



IN WITNESS WHEREOF:

Sean Taylor
Sean D. Taylor

STATE OF MASSACHUSETTS)
)SS
COUNTY OF NORFOLK)

On 24 DAY MAR 05 before me, TODD SULLIVAN, Notary Public, personally appeared Sean D. Taylor, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Todd Sullivan

TODD E. SULLIVAN
Notary Public
My Commission Expires January 1, 2010