

Form PTO-1595 (Rev. 07/05)
OMB No. 0651-0027 (exp. 6/30/2008)

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

RECORDATION FORM COVER SHEET PATENTS ONLY

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)
Matthew B. Shoemake
Sridhar Rajagopal
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: WiQuest Communications, Inc.
Internal Address: _____
Street Address: 601 Century Pkwy, Suite 110
City: Allen
State: Texas
Country: USA Zip: 75013
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance/Execution Date(s):
Execution Date(s) June 29, 2005, June 29, 2005
 Assignment Merger
 Security Agreement Change of Name
 Joint Research Agreement
 Government Interest Assignment
 Executive Order 9424, Confirmatory License
 Other

4. Application or patent number(s): This document is being filed together with a new application.
A. Patent Application No.(s)
11/179,248
Additional numbers attached? Yes No

B. Patent No.(s)

5. Name and address to whom correspondence concerning document should be mailed:
Name: David W. Carstens
Internal Address: Carstens & Cahoon, LLP
Street Address: PO Box 802334
City: Dallas
State: TX Zip: 75380
Phone Number: 972.367.2001
Fax Number: 972.367.2002
Email Address: carstens@ccclaw.com

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 50-0392
Authorized User Name David W. Carstens

9. Signature: David W. Carstens August 15, 2005
Signature Date
Name of Person Signing David W. Carstens Total number of pages including cover sheet, attachments, and documents: **5**

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

CH \$40.00 500392 11179248

*Docket No. AWIQU.0115**Patent***IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

Applicant(s): Matthew B. Skoemake
Sridhar Rajagopal

Serial No: 11/179,248

Filing Date: July 12, 2005

Title: IMPROVED RATE CONTROL FOR PACKET-BASED WIRELESS
COMMUNICATION

Attorney Docket No: AWIQU.0115

ASSIGNMENT

WHEREAS, the undersigned have invented certain new and useful improvements as above entitled, for which application for United States Letters Patent is made; and

WHEREAS, WiQuest Communications, Inc. (hereinafter referred to as "Assignee"), a Delaware corporation, with an address of 601 Century Parkway, Suite 110, Allen, Texas 75013, desires to acquire the undersigned's entire right, title and interest in and to the invention, and in and to said application and any Letters Patent that may issue thereon;

NOW THEREFORE, for and in consideration of One Dollar (\$1.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned:

Hereby sell, assign and transfer to Assignee, its successors, assigns and legal representatives, the entire right, title and interest for the United States and all foreign countries, in and to any and all improvements which are disclosed in the application for United States Letters Patent identified above;

And in and to said application and all divisional, continuing, substitute, renewal, reissue and all other applications for Letters Patent which have been or shall be filed in the United States and all foreign countries on any of said improvements; and in and to all original and reissued patents which have been or shall be issued in the United States and all foreign countries on said improvements; and in and to all utility models, industrial models, certificates of invention, and designs on said improvements;

Agree that said Assignee may apply for and receive Letters Patent for said improvements in its own name; and that, when requested, without charge to but at the

Docket No. AWIQU.0115

Patent

expense of said Assignee, its successors, assigns and legal representatives, to carry out in good faith the intent and purpose of this assignment, the Undersigned will execute all divisional, continuing, substitute, renewal, reissue and all other patent applications, and all other like rights of exclusion in any country on any and all said improvements; execute all rightful oaths, declarations, assignments, powers of attorney and other papers; communicate to said Assignee, its successors, assignee, its successors, assigns and representatives, all facts known to the undersigned relating to said improvements and the history thereof; and generally do everything possible which said Assignee, its successors, assigns and representatives shall consider desirable for aiding in securing and maintaining proper patent protection for said improvements and vesting title to said improvements and all applications for patents and all patents on said improvements, in said Assignee, its successors, assigns and legal representatives; and

Agree that the undersigned will upon request of Assignee, render prompt assistance and cooperation in the prosecution of legal proceedings involving said improvements, said applications and patents granted thereon, including oppositions, cancellation proceedings, priority contest, public use proceedings and court proceedings, and testify in such proceedings if requested, provided, however, that the expense which may be incurred by the Undersigned in lending such assistance and cooperation be paid by Assignee; and

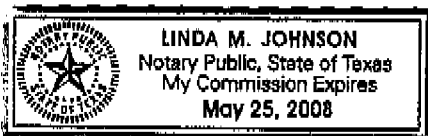
Covenant with said Assignee, its successors, assigns and legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the Undersigned, except as set forth below, and that full right to convey the same as herein expressed is possessed by the Undersigned.

This assignment shall be binding on the heirs and legal representatives of the undersigned.

Date: June 29, 2005 By: *Matthew B. Shoemake*
Matthew B. Shoemake

This 29th day of June, 2005, before me personally appeared **Matthew B. Shoemake** to me personally known as the individual who executed the foregoing instrument, who acknowledges to me that he executed the same of his own free will for the purpose therein set forth.

My Commission Expires: May 25, 2008
Linda M. Johnson
Notary Public in and for
The State of Texas



Docket No. AWIQU.0115

Patent

Date: JUNE 29, 2005

By: *Sridhar*
Sridhar Rajagopal

This 29th day of June, 2005, before me personally appeared **Sridhar Rajagopal** to me personally known as the individual who executed the foregoing instrument, who acknowledges to me that he executed the same of his own free will for the purpose therein set forth.

My Commission Expires:
May 25, 2008

Linda M. Johnson
Notary Public in and for
The State of Texas

