

BOX ASSIGNMENTS

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07-13-2005



103039408

TO THE DIRECTOR OF THE U.S. PATENT

SIR: PLEASE RECORD THE ATTACHED ORIGINAL DOCUMENT(S).

HEREOF.

1. NAME OF CONVEYING PARTY(IES) (ASSIGNOR(S)):

1. Joseph NARDONE;
2. Larry MASON

ADDITIONAL NAME(S) OF CONVEYING PARTY(IES) ATTACHED?

☐ YES☒ NO

2. PARTY(IES) (ASSIGNEE(S)) RECEIVING INTEREST:

NAME: TSYS Acquisition Corp.

ADDRESS: 275 West Street, Suite 400, Annapolis, Maryland 21401

ADDITIONAL NAME(S) & ADDRESS(ES) ATTACHED?

☐ YES☒ NO

3. NATURE OF CONVEYANCE (DOCUMENT):

(Submit herewith only one document for recordation – multiple copies of same Assignment signed by different inventors is one document.)☒ ASSIGNMENT OF: ☒ WHOLE ☐ PART INTEREST

EXEC. DATE: January 13, 2004

☐ CHANGE OF NAME ☐ VERIFIED TRANSLATION☐ SECURITY ☐ MERGER ☐ OTHER:

4. EXECUTION DATES(S) ON THE DECLARATION IF FILED HERewith:

(NOTE: IF DATES ↑↓ DIFFER, SEE ATTORNEY!!)

4.5 APPL. OR PATENT NUMBER(S) – OTHERS ON ADD'L SHEET(S) ATTACHED?

☐ YES☒ NOA. PAT. APP. NO.(S)
series code/serial no.

MATTER #

1ST INVENTOR if
not in item 1

B. PATENT NO(S)

MATTER #

1ST INVENTOR
if not in item 1

09/977,686

20-557

RANGNEKAR

5. Name & Address of Party to Whom Correspondence
Concerning Document Should be Mailed:

MANELLI DENISON & SELTER PLLC

2000 M Street, NW Suite 700

Washington, DC 20036

6. NUMBER INVOLVED:

APPLNS 1 + PATS = TOTAL 1

7. AMOUNT OF FEE ENCLOSED: (Code 581)

ABOVE TOTAL X \$40 = \$40

5.5 ATTORNEY DOCKET:

8. IF ABOVE FEE IS MISSING OR INADEQUATE, CHARGE
INSUFFICIENCY TO DEPOSIT ACCOUNT NUMBER: 50-0687

20-557

NARDONE

UNDER ORDER NO: 20-557

NARDONE

MATTER NO.

CLIENT REFERENCE

duplicate sheet not required

CLIENT/MATTER

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.

Attorney: William H. Bollman

Reg. No. 36,457

WHB/jtm

TEL. (202) 261-1020

DATE: July 7, 2005

FAX. (202) 887-0336

10. Total number of pages including this
cover sheet, attachments and document
(do not file duplicate cover sheet)

5

07/12/2005 ECDPER 00000144 09977686

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40.00 DP

FILE WITH PTO RETURN RECEIPT

PATENT
REEL: 016755 FRAME: 0303

PATENT ASSIGNMENT

This Patent Assignment is delivered pursuant to the Closing under that certain Purchase Agreement, as amended, (the "**Agreement**") dated as of December 18, 2003, between Aether Systems, Inc., as the "**Seller**", and TSYS Acquisition Corp., as the "**Purchaser**". Capitalized terms used in this Patent Assignment have the same meanings given to them in the Agreement.

The Seller has delivered this instrument signed by the Seller to enable the Purchaser to file it with any appropriate governmental agency to indicate ownership of the Patents described below and for the other purposes set forth in this instrument. This instrument supplements and is in addition to all other rights of the Purchaser under the Agreement and other instruments of transfer delivered in connection with the Agreement.

For good and valuable consideration, receipt of which the Seller acknowledges, and by signing and delivering this instrument, the Seller sells, assigns, transfers, conveys, and delivers to the Purchaser all of the Seller's right, title, and interest in and to:

(a) the patents and patent applications specifically listed in Annex A to this Patent Assignment; and

(b) the following properties and rights with respect to all patents and patent applications so listed in Annex A:

(1) the inventions claimed or described in the patents or applications,

(2) any patents in the United States and anywhere else in the world and patent applications that have been or may be granted or filed, respectively, with respect to those inventions, including without limitation all foreign patents that may claim priority based on and correspond to the patents listed in Annex A,

(3) all divisions, renewals, reissues, continuations, extensions, and continuations-in-part of the foregoing patents,

(4) all income, royalties, damages, and payments due or payable to the Seller with respect to the patents, including without limitation unpaid damages and payments for past, present, and future infringements of any patent, and

(5) all rights to sue and recover damages and payments for past, present, and future infringements of any of the patents, including the right to fully and entirely replace the Seller in all related matters.

The foregoing rights in and under the patents shall apply to the full end of their terms as fully as the Seller would have held the same in the absence of this assignment. As of the date set forth below, the Purchaser has succeeded to all right, title, and standing of the Seller to (a) receive all rights and benefits pertaining to the patents described above, and (b) commence, prosecute, defend and settle all claims and take all actions that the Purchaser, in its sole discretion, may elect in relation to the patents and rights described above. This Patent Assignment (a) is irrevocable and effective upon the Seller's signature to and delivery of a manually signed copy of this instrument or facsimile or email transmission of the signature to this instrument in connection with the Closing, if and only if the Closing is completed, (b) benefits and binds the parties to the Agreement and their respective successors and assignees, (c) does not modify or affect,

and is subject to, the provisions of the Agreement, and (d) may be signed in counterparts as provided in Section 12.12 of the Agreement.

The undersigned has signed this Patent Assignment on January 13, 2004.

Aether Systems, Inc.:

By: [Signature]
Name: David S. Oros
Title: Chief Executive Officer

STATE OF MARYLAND

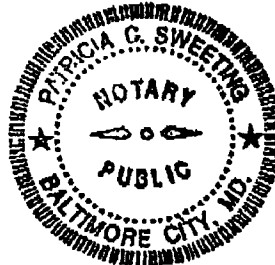
COUNTY OF Baltimore
City

On _____ before me, Patricia C. Sweeting (the undersigned notary), personally appeared David S. Oros personally known to me (or 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.

Patricia C. Sweeting
Notary Public

[seal]



Annex A

TITLE	FILING DATE	SERIAL #	ISSUE DATE	PATENT #	OWNER/DIVISION
Method and System for Providing Formatted Information via a 2-Way Communication System			10/16/01	US6,304,746B1	Aether Systems, Inc./EMS
Method and System for Conducting Real-Time Electronic Commerce			07/1/03	US6,387,838	Aether Systems, Inc./EMS
Transmitting Updated Information			01/04/2000	6,011,954	Sila Technology Limited/EMS
IFX/Data transmission (Danish patent - 'Fremgangsmaade til transmission of data fra en sender til en eller flere modtagere')			1/13/1997	PR171571	Sila Technology Limited/EMS
IFX/Data transmission (Registered EP - designated country: Germany)(A Method of Transmitting Data from a Transmitter to One or More Receivers)			5/3/2000	EP 0731964	Sila Technology Limited/EMS
IFX/Data transmission (Registered EP - designated country: France)(A Method of Transmitting Data from a Transmitter to One or More Receivers)			5/3/2000	EP 0731964	Sila Technology Limited/EMS
IFX/Data transmission (Registered EP - designated country: United Kingdom)(A Method of Transmitting Data from a Transmitter to One or More Receivers)			5/3/2000	EP 0731964	Sila Technology Limited/EMS
Method for Providing Vendor Notification Marketing in Electronic Communication Network	01/25/99	09/236,310			Aether Systems, Inc./EMS
Apparatus for Providing Vendor Notification	01/25/99	09/237,289			Aether Systems, Inc./EMS
Method and Apparatus for Storing Real-Time Text Messages	8/30/2001	09/941,582			Aether Systems, Inc./EMS
System for Automated, Mid-Session, User-Directed, Device-to-Device Session Transfer System	9/17/2001	09/953,408			Aether Systems, Inc./EMS

¹ EP = European Patent

TITLE	FILING DATE	SERIAL #	ISSUE DATE	PATENT #	OWNER/DIVISION
Multitabled Table Implementable on a Personal Digital Assistant System, Method and Computer Program Product for Providing Server Discovery Services during a Startup Sequence	10/16/2000	09/688,160			Aether Systems, Inc./EMS
System and Method for Re-Directing Requests from Browsers for Communication over Non-IP Based Networks	11/8/2000	09/707,960			Aether Systems, Inc./EMS
System and Method for Developing Applications in Wireless and Wireline Environments	10/30/2000	09/698,181			Aether Systems, Inc./EMS
Site Mining Stylesheet Generator	11/3/2000	09/704,535			Aether Systems, Inc./EMS
Run-Time Engine Implemented on a Computing Device Allowing Synchronization of Records during Application Execution	12/13/2000	09/736,167			Aether Systems, Inc./EMS
Messaging Method and Apparatus for Sending and Receiving Messages in a Client Server Environment over Multiple Wireless and Wireline Networks	10/16/2000	60/240,087			Aether Systems, Inc./EMS
System and Method to Publish Information from Servers to Remote Monitor Devices	10/24/2000	09/694,297			Aether Systems, Inc./EMS
A System and Method for Servers to Send Alerts to Connectionless Devices	1/24/2001	09/767,951			Aether Systems, Inc./EMS
A System, Method and Computer Program Product for Maintaining Program State over Wireless Networks that Dynamically Workload Balance Messages Across Multiple Servers	11/28/2000	09/723,285			Aether Systems, Inc./EMS
A Method and System for Deploying Content to Wireless Devices	1/23/2001	09/767,266			Aether Systems, Inc./EMS
Messaging Method and Apparatus for Routing Messages in a Client Server Environment over Multiple Wireless and Wireline Networks	11/13/2000	09/709,487			Aether Systems, Inc./EMS
Messaging Method and Apparatus including a Protocol Stack that Corresponds Substantially to an Open System Interconnect (OSI) Model and Incorporates a Simple Network Transport Layer	12/20/2000	09/739,844			Aether Systems, Inc./EMS
Web Page Content Translator	12/20/2000	09/740,040			Aether Systems, Inc./EMS
System, Method and Apparatus for Automatically and Dynamically Updating Options, Features, and/or Services Available to a Client Device	11/8/2000	09/707,770			Aether Systems, Inc./EMS
Service Chaining: a Mechanism for Optimizing the Invocation of Computer Based Services Deployed in a Distributed Computing Environment	3/10/2000	09/523,168			Aether Systems, Inc./EMS
System for Efficiently Handling Cryptographic Messages Containing Nonce Values in a Wireless, Connectionless Environment without Compromising Security	12/27/2001	10/026,887			Aether Systems, Inc./EMS
	8/21/2001	09/932,982			Aether Systems, Inc./EMS

