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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):

Emmanuel Papirakis

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

2. Name and address of receiving party(ies)

Name: Openwave Systems Inc.

Internal Address: _____

Street Address: _____

2100 Seaport Blvd.

City: Redwood City

State: California

Country: United States of America Zip: 94063

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

3. Nature of conveyance/Execution Date(s):

Execution Date(s): October 31, 2005

Assignment Merger Change of Name

Security Agreement 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)

This application

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: Michael J. Fogarty, III
FULBRIGHT & JAWORSKI L.L.P.

Internal Address: Atty. Dkt.: 51410/P055US/10502193

Street Address: 2200 Ross Avenue, Suite 2800

City: Dallas

State: TX Zip: 75201-2784

Phone Number: (214) 855-8172

Fax Number: (214) 855-8200

Email Address: mfogarty@fulbright.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 _____
Authorized User Name _____

9. Signature:

Signature

November 2, 2005

Date

Jody Bishop - 44,034

Name of Person Signing

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

4

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PATENT
REEL: 017188 FRAME: 0223

ASSIGNMENT BY INVENTOR

THIS ASSIGNMENT, made by Emmanuel Papirakis (hereinafter referred to as Assignor), residing at 1755 6e Rue app. 5, Trois-Rivieres, Quebec G8Y 2X9, CANADA;

WHEREAS, Assignor has invented certain new and useful improvements in **SYSTEM AND METHOD FOR CONTROLLING NETWORK CONGESTION**, set forth in a Patent application for Letters Patent of the United States, filed herewith; and

WHEREAS, Openwave Systems Inc., a Corporation organized under and pursuant to the laws of Delaware having its principal place of business at 2100 Seaport Blvd., Redwood City, California 94063 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, Assignor has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefore and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignor, had this sale and assignment not been made.

AND for the same consideration, Assignor hereby represents and warrants to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignor is the sole and

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lawful owners of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives and assigns, that Assignor will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

AND Assignor hereby requests the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

AND Assignor hereby grants the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

FULBRIGHT & JAWORSKI L.L.P.

All practitioners at Customer Number 000027517

AND Assignor acknowledges an obligation of assignment of this invention to Assignee at the time the invention was made.

31 oct 2005


Emmanuel Papirakis

Witness:

31 oct 2005

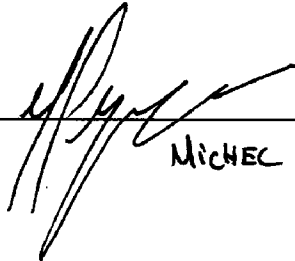
Date

~~ASW~~ Soussou
Kelouwami Soussou

Witness:

31 oct 2005

Date


MICHEL LEVESQUE