

# PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT					
NATURE OF CONVEYANCE:	ASSIGNMENT					
CONVEYING PARTY DATA						
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 70%;">Name</th> <th style="width: 30%;">Execution Date</th> </tr> <tr> <td>Broadstorm Telecommunications, Inc., by Their Duly Authorized Officer, Vernon L. Fotheringham</td> <td>08/30/2004</td> </tr> </table>		Name	Execution Date	Broadstorm Telecommunications, Inc., by Their Duly Authorized Officer, Vernon L. Fotheringham	08/30/2004	
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Broadstorm Telecommunications, Inc., by Their Duly Authorized Officer, Vernon L. Fotheringham	08/30/2004					
RECEIVING PARTY DATA						
Name:	J & K Services, L.L.C.					
Street Address:	9203 SE 33rd Street					
City:	Mercer Island					
State/Country:	WASHINGTON					
Postal Code:	98040					
PROPERTY NUMBERS Total: 1						
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">Property Type</th> <th style="width: 70%;">Number</th> </tr> <tr> <td>Application Number:</td> <td>11085826</td> </tr> </table>		Property Type	Number	Application Number:	11085826	
Property Type	Number					
Application Number:	11085826					
CORRESPONDENCE DATA						
<p>Fax Number: (214)855-8200</p> <p><i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 214-855-7415</p> <p>Email: smatthews@fulbright.com</p> <p>Correspondent Name: Scott Matthews</p> <p>Address Line 1: 2200 Ross Avenue</p> <p>Address Line 2: Suite 2800</p> <p>Address Line 4: Dallas, TEXAS 75201</p>						
ATTORNEY DOCKET NUMBER:	68144-P014CP2D1 FOTHER/JK					
NAME OF SUBMITTER:	Scott Matthews					
<p>Total Attachments: 7</p> <p>source=Broadstorm-Fotheringham to J&amp;K#page1.tif</p> <p>source=Broadstorm-Fotheringham to J&amp;K#page2.tif</p>						

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## ASSIGNMENT

This Assignment is made and entered into according to the execution date below, by and between, Broadstorm Telecommunications, Inc., a California corporation ("Assignor"), having a principal place of business at 2469 152<sup>nd</sup> Redmond, WA 98052, and J & K Services L.L.C, a Washington Limited Liability corporation ("Assignee"), having a principal place of business at 9203 SE 33rd Street, Mercer Island, WA 98040, its successors, assigns and legal representatives.

WHEREAS, Assignor and Assignee are parties to that certain Foreclosure Agreement dated August 27, 2003, (the "Purchase and Sale Agreement"), pursuant to which Assignee agreed to purchase the Intellectual Property assets (as defined therein) from Assignor,

WHEREAS, Assignor is the owner of certain patent(s) and/or patent application(s) set forth in APPENDIX A (the "Patents"), and

WHEREAS, Assignee desires to purchase all of Assignor's right, title and interest in and to the Patents; and

WHEREAS, the execution and delivery of this Agreement is a condition to foreclosure (as defined in the Purchase and Sale Agreement).

NOW THEREFORE, for the consideration stated in the Purchase and Sale Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignor hereby sells, assigns, transfers and conveys to Assignee all of Assignor's entire right, title and interest in and to the Patents set forth in APPENDIX A,

and all divisions, continuations, continuations-in-part, continuing practice applications and renewals thereof, and all reissues, extensions thereof, and all proceeds thereof (including but not limited to, all license royalties and proceeds of infringement suits), and all United States and foreign Letters Patents which may be granted on the applications or any corresponding applications in a country foreign to the United States (including the right to apply for Letters Patent in foreign countries in its own name and to claim any priority rights for such foreign applications to which such applications are entitled under international conventions, treaties, or otherwise),

and in any and all causes of action for past, present, and future infringement of any of the Letters Patents, or relating to any inventions or discoveries described therein, including the right to collect royalties for all such infringements and the right to sue on all such causes of action for their own use and benefit and the use and benefit of their successors, assigns and legal representatives,

**PATENT**

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and do hereby authorize and request any official whose duty it is to issue Letters Patents, to issue any and all Letters Patents which may be granted upon any of the said applications, to said Assignee, or its successors or assigns,

each and every of the foregoing rights, titles and interests herein assigned to be held and enjoyed by Assignee, its successors, assigns and legal representatives, as exclusively, fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

2. Assignor hereby covenants that Assignor shall, at the cost and expense of Assignee, use commercially reasonable efforts to take all actions and execute all documents necessary to perfect the interest of Assignee in and to the Patents.

IN TESTIMONY WHEREOF, Assignor has caused this Assignment to be duly executed in its name, and behalf by affixing its hand and seal thereto by its designated officer, director, or agent, whose name and title appear below.

Executed this 30<sup>th</sup> day of August, 2004.

J & K Services L.L.C.  
(Assignee)

John E. Parkey  
Signature

Name: John E. Parkey

Title: Chief Executive Officer

Broadstorm Telecommunications, Inc.  
(Assignor)

Vernon L. Fotheringham  
Signature

Name: VERNON L. FOTHERINGHAM

Title: PRESIDENT & CEO

STATE OF Washington

COUNTY OF King

ss):

This 30<sup>th</sup> day of August, 2004, before me personally came the above-named, Vernon L. Fotheringham personally known as the individual who executed the foregoing assignment, who acknowledged to me that he executed the same of his own free will for the purposes therein set forth.

John E. Parkey



Commission Expires:

Luci M. Arevalo  
Notary Public Luci M. Arevalo  
2-10-08

APPENDIX A

**REDACTED**

**REDACTED**

**REDACTED**

337,337	US	04/17/2001	MULTI-CARRIER COMMUNICATIONS WITH GROUP-BASED SUBCARRIER ALLOCATION	7147.P004X
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**REDACTED**



**REDACTED**