

12-16-2005

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103138276

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Mark R. Smith
Paul R. Ruppert
Robert C. Lovell, Jr.

2. Name and address of receiving party(ies):

Name: InphomatchAddress: 4511 Singer Court, Suite 300Additional names(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: March 8, 2004City: Chantilly State/Prov.: VACountry: U.S. ZIP: 20151Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent numbers(s):

If this document is being filed together with a new application, the execution date of the application is: December 8, 2005

Patent Application No. Filing date

B. Patent No.(s)

12/15/2005 DBYRNE 00000007 033975 11296273

01 FC:8021

40.00 DA

Additional numbers attached? ☐ Yes ☐ No

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

Name: Lawrence D. EisenRegistration No. 41,009Address: Pillsbury Winthrop Shaw Pittman LLP1650 Tysons BoulevardCity: McLean State/Prov.: VACountry: U.S. ZIP: 221026. Total number of applications and patents involved: 17. Total fee (37 CFR 3.41):.....\$ 40.00☐ Enclosed - Any excess or insufficiency should be credited or debited to deposit account☒ Authorized to be charged to deposit account

8. Deposit account number:

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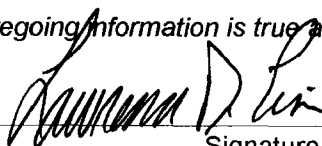
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9. Statement and signature.

*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.*Lawrence D. Eisen

Name of Person Signing



Signature

December 8, 2005

Date

7

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ASSIGNMENT

WHEREAS, MARK R. SMITH, residing at 5860 University Court, Warrenton, Virginia 20187;

PAUL R. RUPPERT, residing at 17204 Epsilon Place, Rockville, Maryland 20855; and

ROBERT C. LOVELL, JR., residing at 443 Foxridge Drive, S.W., Leesburg, Virginia 20175;

(hereinafter "Assignors") have invented certain new and useful improvements in

**VIRTUAL NETWORK SOLUTION FOR SMS MESSAGE EXCHANGE BETWEEN
GSM AND ANSI (TIA/EIA 41) NETWORKS**

for a full description of which, reference is here made to an application for Letters Patent of the United States of America

☒ Executed concurrently herewith

☐ Executed on

☐ Serial. No. , filed

in the U.S. Patent and Trademark Office and to U.S. provisional patent application(s)

☐ Serial. No. , filed

in the U.S. Patent and Trademark Office; and

WHEREAS, INPHOMATCH a corporation of the State of Delaware, having its principal office and place of business at 4511 Singer Court, Suite 300, Chantilly, Virginia 20151 (hereinafter "Assignee") is desirous of acquiring the entire right, title, and interest in, to, and under said invention and application above identified, and in, to, and under

ASSIGNMENT**INP0003-US**

any Letters Patent that may be obtained for said invention, together with all foreign rights corresponding thereto, as hereinafter more fully set forth.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that, for good and valuable and legally sufficient consideration, the receipt of which by each Assignor from Assignee is hereby acknowledged, Assignors have agreed to sell, assign, and transfer and by these presents does hereby, sell, assign, and transfer unto Assignee the entire right, title and interest in, to, and under said invention and application above identified and Letters Patent of the United States of America that may be obtained in respect thereof; any corresponding applications for Letters Patent and Letters Patent therefor in all other areas of the world; and any reissues, extensions, substitutions, confirmations, divisions, and continuations of any of the foregoing (hereinafter "Invention Rights"), to have and to hold for the sole and exclusive use and benefit of Assignee forever.

Assignors hereby covenant and agree, for themselves and for their respective legal representatives, to assist and cooperate with Assignee in the preparation and prosecution of any applications included within the Invention Rights and in the prosecution or defense of any interference, opposition, or other proceeding that may arise in connection with any applications or Letters Patent included within the Invention Rights and further to execute and deliver to Assignee any and all additional papers that may be requested by Assignee for the purpose of implementing the terms of this ASSIGNMENT.

Assignors hereby authorize and empower Assignee to invoke and claim for any applications or Letters Patent included within the Invention Rights the benefit of any rights to which Assignors might be entitled under international law or under the laws of any particular country (such as, without limitation, the right of priority provided by the International Convention for the Protection of Industrial Property, as amended) and to invoke and claim said rights without further written or oral authorization from Assignors.

ASSIGNMENT**INP0003-US**

Assignors hereby consent that a copy of this ASSIGNMENT shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document that may be required in any particular country for any purpose and more particularly in proof of the right of Assignee to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended.

Assignors covenant and agree that this ASSIGNMENT and all of the terms hereof shall inure to the benefit of the successors, assigns, legal representatives, or nominees of Assignee, without further written or oral authorization from Assignors.

Assignors hereby authorize and request Assignee to fill in the following blanks specifying the United States Serial No. and filing date for said application above identified:

U.S. Serial No.: _____

Filed: _____

but Assignee's failure to do so shall have no bearing whatsoever upon the validity or legal effect of this ASSIGNMENT.

Assignors hereby authorize and request the Commissioner of Patents and the United States Patent and Trademark Office to issue Letters Patent to Assignee in accordance with the terms of this ASSIGNMENT.

ASSIGNMENT

INP0003-US

IN TESTIMONY WHEREOF, the said Assignor has hereunto set his hand this 8 day of MARCH, 2004.

SIGNATURE: 

NAME: MARK R. SMITH

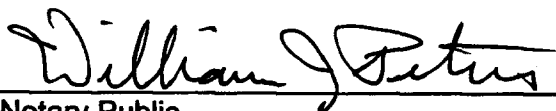
STATE OF Virginia

COUNTY OF Fairfax

I, William J. Peters, a Notary Public in and for the County and State aforesaid, do hereby certify that MARK R. SMITH, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the use and purposes therein set forth.

8th IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this day of March, 2004.

(SEAL)


Notary Public

Embossed Hereon is My
Commonwealth of Virginia Notary Public Seal
My Commission Expires September 30, 2007
WILLIAM J. PETERS

ASSIGNMENT

INP0003-US

IN TESTIMONY WHEREOF, the said Assignor has hereunto set his hand this 8th day of March, 2004.

SIGNATURE: [Signature]
NAME: PAUL R. RUPPERT

STATE OF Virginia
COUNTY OF Fairfax

I, William J Peters, a Notary Public in and for the County and State aforesaid, do hereby certify that PAUL R. RUPPERT, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the use and purposes therein set forth.

8th IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this day of March, 2004.

(SEAL)

[Signature]
Notary Public

Embossed Hereon is My
Commonwealth of Virginia Notary Public Seal
My Commission Expires September 30, 2007
WILLIAM J. PETERS

ASSIGNMENT

INP0003-US

IN TESTIMONY WHEREOF, the said Assignor has hereunto set his hand this
8TH day of MARCH, 2004.

SIGNATURE: *Robert C. Lovell, Jr.*

NAME: ROBERT C. LOVELL, JR.

STATE OF Virginia

COUNTY OF Fairfax

I, William J Peters, a Notary Public in and for the County and State aforesaid, do hereby certify that ROBERT C. LOVELL, JR., personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the use and purposes therein set forth.

8TH IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this
day of March, 2004.

(SEAL)

William J Peters
Notary Public

Document #: 1275463 v.1

Embossed Hereon is My
Commonwealth of Virginia Notary Public Seal
My Commission Expires September 30, 2007
WILLIAM J. PETERS