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Docket No.: PU030023

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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Jun Li
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Additional name(s) of conveying party(ies) attached: X No

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

Name: THOMSON Licensing S.A.
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3. Nature of conveyance:

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Other

Execution Date: May 23 & 27, 2003

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

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

A. Patent Application No.(s):

PCT/US03/021746

B. Patent No.(s)

Additional numbers attached? Yes No X

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

Name: JOSEPH S. TRIPOLI
Internal Address: PATENT OPERATIONS
THOMSON LICENSING INC.

Street Address: P. O. Box 5312

City: PRINCETON State: NEW JERSEY Zip: 08543-5312

6. Total number of applications and patents involved: 1

7. Total Fee (37 CFR 3.41): \$40.00
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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.

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January 6, 2006
Date

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ASSIGNMENT AND AGREEMENT

I hereby declare that I am the sole inventor (if only one inventor is named below) or one of 4 joint inventors (if plural inventors are named below) of the inventions relating to OVERLAY MICRO CELL STRUCTURE FOR UNIVERSAL MOBILE TELEPHONE SYSTEM NETWORK and described in Docket No. PU030023 and the thereupon-based International (Patent Cooperation Treaty) Application for patent about to be filed or lately filed by said corporation naming me/us as inventor(s).

For valuable consideration received, I hereby sell, assign and transfer to THOMSON Licensing S.A., a corporation duly organized and existing under the laws of France, its successors, and assigns my entire right, title and interest, for all countries in and to said inventions and application, and all the rights and privileges under any and all Patents that may be granted therefor, and any divisions, continuations, renewals and extensions thereof.

I agree that, when requested, I will, without charge to said corporation but at its expense, sign all papers, take all rightful oaths, make all rightful declarations and do all acts which may be necessary, desirable or convenient for securing and maintaining patents or other forms of protection for said inventions in any and all countries and for vesting title thereto in said corporation, its successors, assigns or nominees.

I agree that I will communicate to said corporation or its representatives any facts known to me respecting said inventions and when requested by said corporation and at its expense will testify in any legal proceedings, and generally do everything possible to aid said corporation, its successors, assigns and legal representatives or nominees, to obtain or enforce proper protection for said inventions in any and all countries.

I authorize and empower said corporation, its successors, assigns or nominees, to make application for patent or other form of protection for said inventions in its or their own name, or in my/our name, in any and all countries and to invoke and claim for any application for patent or other form of protection for said inventions filed by it or them, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may hereafter be substituted for it, and to invoke and claim such right of priority without further written or oral authorization from me.

I hereby consent that a copy of this assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or file document which may be required in any country for any purpose and more particularly in proof of the right of the said corporation or its successors, assigns or nominees to apply for patent or other proper protection for said inventions, and to claim the aforesaid benefits of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may hereafter be substituted for it.

I covenant with THOMSON Licensing S.A., its successors, assigns, legal representatives, and nominees, that to the best of my knowledge the right, title and interest herein conveyed by me are free and clear of any encumbrance, and that I have full right to convey the same as herein expressed.

Signed at	<u>Princeton, New Jersey USA</u>	Date	<u>5-27-2003</u>
Inventor (1)	<u>JUN LI</u> (Type or Print)		<u>[Signature]</u> (Signature in Full. No initials.)
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1st Witness	<u>Pearline Mooring</u> (Type or Print)		<u>[Signature]</u> (Signature in Full. No initials.)
2nd Witness	<u>Phyllis SKROK</u> (Type or Print)		<u>[Signature]</u> (Signature in Full. No initials.)
Signed at	<u>Princeton, New Jersey USA</u>	Date	<u>5/27/2003</u>
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1st Witness	<u>Pearline Mooring</u> (Type or Print)		<u>[Signature]</u> (Signature in Full. No initials.)
2nd Witness	<u>Phyllis SKROK</u> (Type or Print)		<u>[Signature]</u> (Signature in Full. No initials.)
Signed at	<u>Princeton, New Jersey USA</u>	Date	<u>5/27/2003</u>
Inventor (3)	<u>WEN GAO</u> (Type or Print)		<u>[Signature]</u> (Signature in Full. No initials.)
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1st Witness	<u>Pearline Mooring</u> (Type or Print)		<u>[Signature]</u> (Signature in Full. No initials.)
2nd Witness	<u>Phyllis SKROK</u> (Type or Print)		<u>[Signature]</u> (Signature in Full. No initials.)

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ASSIGNMENT AND AGREEMENT
(Cont'd)

Signed at	<u>Powai, Mumbai, India</u>	Date	<u>5/23/03</u>
Inventor (3)	<u>SHAILY VERMA</u> (Type or Print)	<u>Shaily Verma</u> (Signature in Full, No initials.)	
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1st Witness	<u>ASHISH SRIVASTAVA</u> (Type or Print)	<u>[Signature]</u> (Signature in Full, No initials.)	
2nd Witness	<u>USHA SRIVASTAVA</u> (Type or Print)	<u>Usha Srivastava</u> (Signature in Full, No initials.)	

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