05-02-2006

Form **PTO-1595** (Rev. 08/05) OMB No. 0651-0027 (exp. 6/30/2008) U.S. DEPARTMENT OF COMMERCE United States Patent and Trademark Office

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-25-06	PATENTS ONLY	
S	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)	2. Name and address of receiving party(ies)
\mathbf{i}	Jeffrey D. Poston	Name: The MITRE Corporation
)		Internal Address:
	Additional name(s) of conveying party(ies) attached? Yes X No	01:s
	3. Nature of conveyance/Execution Date(s):	Street Address: 7515 Colshire Drive
	Execution Date(s) <u>April 25, 2006</u>	
	X Assignment Merger	
	Security Agreement Change of Name	City: <u>McLean</u>
	Joint Research Agreement	State: Virginia
	Government Interest Assignment	Country: <u>USA</u> Zip: <u>22102-7508</u>
	Executive Order 9424, Confirmatory License	Zip. <u>22102-7508</u>
	Other	Additional name(s) & address(es) attached? Yes X No
04/27/200 05 FC:802	A. Patent Application No.(s) To be assigned KBETEMA1 00000005 11410149 40.00 DP Additional numbers att	B. Patent No.(s)
	5. Name and address to whom correspondence concerning document should be mailed:	6. Total number of applications and patents involved:
	Name: <u>Sterne, Kessler, Goldstein & Fox P.L.L.C.</u>	7. Total fee (37 CFR 1.21(h) & 3.41) \$
	Internal Address: c/o	Authorized to be charged by credit card
		Authorized to be charged to deposit account
	Street Address: <u>1100 New York Avenue</u> , N.W.	
		None required (government interest not affecting title)
	City: Washington	8. Payment Information
	State: D.C. Zip: 20005-3934	a. Credit Card Last 4 Numbers 1005
	Phone Number:	Expiration Date <u>08/2009</u>
	Fax Number:	b. Deposit Account Number <u>19-0036</u>
	Email Address:	Authorized User Name
		2 2 2 4 1 1 4 4
	Signature	$\frac{25 \text{ MPLOW}}{\text{Date}}$
	Theodore A. Wood Name of Person Signing	Total number of pages including cover sheet, attachments, and documents: 3

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

524701

ASSIGNMENT

In consideration of the sum of One Dollar (\$1.00) or equivalent and other good and valuable consideration paid to the undersigned inventor: Jeffrey D. POSTON, hereby sells and assigns to The MITRE Corporation, a corporation formed under the laws of Delaware, whose mailing address is 7515 Colshire Drive, McLean, Virginia 22102-7508 (hereafter referred to as the Assignee), his/her entire right, title and interest, including the right to sue for past infringement and to collect for all past, present and future damages, for the United States of America (as defined in 35 U.S.C. § 100) and throughout the world,

(a) in the invention(s) known as Auto-Configuration of Spectrum Use by Wireless Pre-Planned or Ad Hoc Networks for which application(s) for patent in the United States of America has a filing date or a 371(c) date of <u>To</u> <u>Be</u> <u>Determined</u> (also known as United States Application No. <u>To Be</u> <u>Assigned</u>), in any and all applications thereon, in any and all Letters Patent(s) therefor, and

(b) in any and all applications that claim the benefit of the patent application listed above in part (a), including non-provisional applications, continuing (continuation, divisional, or continuation-in-part) applications, reissues, extensions, renewals and reexaminations of the patent application or Letters Patent therefor listed above in part (a), to the full extent of the term or terms for which Letters Patents issue, and

(c) in any and all inventions described in the patent application listed above in part (a), and in any and all forms of intellectual and industrial property protection derivable from such patent application, and that are derivable from any and all continuing applications, reissues, extensions, renewals and reexaminations of such patent application, including, without limitation, patents, applications, utility models, inventor's certificates, and designs together with the right to file applications therefor; and including the right to claim the same priority rights from any previously filed applications under the International Agreement for the Protection of Industrial Property, or any other international agreement, or the domestic laws of the country in which any such application is filed, as may be applicable;

all such rights, title and interest to be held and enjoyed by the above-named Assignee, its successors, legal representatives and assigns to the same extent as all such rights, title and interest would have been held and enjoyed by the Assignor had this assignment and sale not been made.

The undersigned inventor agrees to execute all papers necessary in connection with the application(s) and any non-provisional, continuing (continuation, divisional, or continuation-in-part), reissue, reexamination or corresponding application(s) thereof and also to execute separate assignments in connection with such application(s) as the Assignee may deem necessary or expedient.

Page 1 of 2

The undersigned inventor agrees to execute all papers necessary in connection with any interference or patent enforcement action (judicial or otherwise) related to the application(s) or any non-provisional, continuing (continuation, divisional, or continuationin-part), reissue or reexamination application(s) thereof and to cooperate with the Assignce in every way possible in obtaining evidence and going forward with such interference or patent enforcement action.

The undersigned inventor hereby represents that he/she has full right to convey the entire interest herein assigned, and that he/she has not executed, and will not execute, any agreement in conflict therewith.

The undersigned inventor hereby grants the patent practitioners associated with CUSTOMER NUMBER 26111 the power to insert in this assignment any further identification that 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.

IN WITNESS WHEREOF, executed by the undersigned inventor on the date opposite his/her name.

Date: <u>April 25, 2006</u> Signature of Inventor: <u>Alleg</u> O Potton Jeffrey D. POSTON

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PATENT REEL: 017828 FRAME: 0163

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DO NOT FORWARD TO ASSIGNMENT BRANCH NOT FOR RECORDATION

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(b) in any and all applications that claim the benefit of the patent application listed above in part (a), including non-provisional applications, continuing (continuation, divisional, or continuation-in-part) applications, reissues, extensions, renewals and reexaminations of the patent application or Letters Patent therefor listed above in part (a), to the full extent of the term or terms for which Letters Patents issue, and

(c) in any and all inventions described in the patent application listed above in part (a), and in any and all forms of intellectual and industrial property protection derivable from such patent application, and that are derivable from any and all continuing applications, reissues, extensions, renewals and reexaminations of such patent application, including, without limitation, patents, applications, utility models, inventor's certificates, and designs together with the right to file applications therefor; and including the right to claim the same priority rights from any previously filed applications under the International Agreement for the Protection of Industrial Property, or any other international agreement, or the domestic laws of the country in which any such application is filed, as may be applicable;

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