

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
------------------	----------------

NATURE OF CONVEYANCE:	ASSIGNMENT
-----------------------	------------

CONVEYING PARTY DATA

Name	Execution Date
MediaCell Licensing Corp	10/20/2007

RECEIVING PARTY DATA

Name:	Sandwave IP, LLC
Street Address:	820 Welch Ave
City:	Berthoud
State/Country:	COLORADO
Postal Code:	80513

PROPERTY NUMBERS Total: 17

Property Type	Number
Patent Number:	6377782
Patent Number:	7126417
Application Number:	10835944
Application Number:	10904085
Application Number:	11150384
Application Number:	11392379
Application Number:	11392366
Application Number:	11417723
Application Number:	11417686
Application Number:	11417732
Application Number:	11457577
Application Number:	11531354
Application Number:	11618560
Application Number:	11618575
Application Number:	11682360

OP \$680.00 6377782

Application Number:	11682365
---------------------	----------

Application Number:	11618584
---------------------	----------

**CORRESPONDENCE DATA**

Fax Number: (970)690-4074

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 9706904023

Email: russ.krajec@krajec.com

Correspondent Name: Russell S Krajec

Address Line 1: 820 Welch Ave

Address Line 4: Berthoud, COLORADO 80513

ATTORNEY DOCKET NUMBER:	SANDWAVEIP
-------------------------	------------

NAME OF SUBMITTER:	Russell S. Krajec
--------------------	-------------------

Total Attachments: 2

source=Assignment from MediaCell to Sandwave 20Oct2007#page1.tif

source=Assignment from MediaCell to Sandwave 20Oct2007#page2.tif

**Contract for Sale of Patent Rights**

MediaCell Licensing Corporation, a Nevada Corporation and Sandwave IP, LLC

**ASSIGNMENT OF ISSUED PATENTS AND PATENT APPLICATIONS**


**MediaCell Licensing Corporation, a Nevada Corporation** hereby agrees to assign to **Sandwave IP, LLC** (hereinafter Assignee), for good and valuable consideration, receipt of which is hereby acknowledged, and do hereby sell, assign and transfer to Assignee, its successors and assigns, the entire right, title and interest, including the right of priority, in, to and under applications for Letters Patent of the United States and foreign jurisdictions, certain Issued Patents, and the invention(s) and improvement(s) set forth therein **as described in the Patent Rights in Appendix A**, and any and all continuation, continuations-in-part (C-I-P), divisional, reissue, and renewal of and substitutes for said application for said Letter Patent, and any and all Letters Patent of the United States and of countries foreign thereto which may be granted thereon or therefore; and any reissues, or reexaminations, or extensions of said Letters Patent both foreign and domestic; and any patent application or issued patent claiming priority to an application **as described in the Patent Rights in Appendix A**.

MediaCell Licensing Corporation, a Nevada Corporation additionally authorizes Assignee to file applications in my/our name for Letters Patent in any country, to be held and enjoyed by Assignee, its successors, assigns, nominees or legal representatives, to the full end of the term or terms for which said Letters Patent respectively may be granted, reissued or extended, as fully and entirely as the same would have been held and enjoyed by me/us had this assignment, sale and transfer not been made;

AND I/we hereby covenant that I/we have full right to convey the entire interest herein assigned, and that I/we have not executed and will not execute any agreement in conflict herewith, and I/we further covenant and agree that I/we will, each time a request is made, and without undue delay, execute and deliver all such papers as may be necessary or desirable to perfect the title to said invention(s) or improvement(s), said application and said Letters Patent, to Assignee, its successors, assigns, nominees or legal representatives, and I/we agree to communicate to Assignee or to its nominee, all known facts respecting said invention(s) or improvement(s), said application and said Letters Patent, to testify in any legal proceedings, to sign all lawful papers, to execute all disclaimers and divisional, continuation, C-I-P, reissue, and foreign applications, to make all rightful oaths and declarations, and generally to do everything possible to aid Assignee, its successors, assigns, nominees and legal representatives to obtain and enforce, for its or their own benefit, proper patent protection for said invention(s) or improvement(s) in any and all countries provided the expenses which may be incurred by me/us in lending such cooperation and assistance are paid by Assignee.

AND I/we hereby authorize and request the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States whose duty it is to issue patents on applications as aforesaid, to issue to Assignee, as assignee of the entire right, title and interest, any and all Letters Patent for said invention(s) or improvement(s), including any and all Letters Patent of the United States which may be issued and granted on or as a result of the application aforesaid, in accordance with the terms of this assignment.

IN WITNESS WHEREOF, I/we hereunto set my/our hand(s) and seal(s):

  
\_\_\_\_\_  
Authorized Signature (Seal)  
Typed Name: **Donald M. Bishop**  
For: **MediaCell Licensing Corp., a Nevada Corporation**

\_\_\_\_\_  
Date: 20 Oct 2007

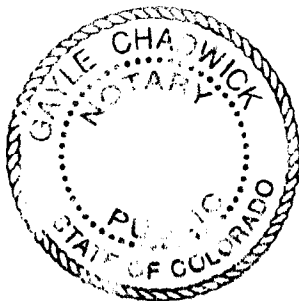
State of Colorado )

County of Douglas ) ss.:

Before me this 20 day of Oct, 2007, personally appeared Donald Bishop who is personally known or proved to me on the basis of satisfactory evidence to be the person who acknowledged the foregoing instrument of assignment to be his/her free act and deed.

Notary Public: 

My Commission Expires: 2-14-2010





**Contract for Sale of Patent Rights**

MediaCell Licensing Corporation, a Nevada Corporation and Sandwave IP, LLC

**Appendix A – Patent Rights**

The Patent Rights include all issued and pending patent applications owned by MediaCell Licensing Corporation, a Nevada Corporation, including any and all continuation, continuations-in-part (C-I-P), divisional, reissue, renewal of and substitutes for, and any patent application or issued patent claiming priority to the following applications for Letters Patent, and any and all Letters Patent of the United States and of countries foreign thereto which may be granted thereon or therefore; and any reissues, or reexaminations, or extensions of said Letters Patent.

The Issued Patents and Patent Applications are as follows:

**Issued Patents:**

US 6,377,782

US 7,126,417

EP 1 157 503

**US Provisional Patent Application Serial Numbers:**

US 60/122,287 filed 3/1/1999

US 60/677,644 filed 5/4/2005

US 60/755,399 filed 12/30/2005

US 60/128,268 filed 4/8/1999

US 60/677,626 filed 5/4/2005

US 60/755,397 filed 12/30/2005

US 60/142,082 filed 6/29/1999

US 60/677,625 filed 5/4/2005

US 60/779,860 filed 3/7/2006

US 60/466,810 filed 4/29/2003

US 60/699,091 filed 7/14/2005

US 60/755,397 filed 3/7/2006

US 60/594,315 filed 3/8/2005

US 60/755,398 filed 12/30/2005

**US Non-Provisional Patent Application Serial Numbers:**

US 10/835,944 filed 4/29/2004

US 11/417,723 filed 5/4/2006

US 11/618,560 filed 12/29/2006

US 10/904,085 filed 1/19/2005

US 11/417,656 filed 5/4/2006

US 11/618,575 filed 12/29/2006

US 11/150,384 filed 8/11/2005

US 11/417,732 filed 5/4/2006

US 11/618,548 filed 12/29/2006

US 11/392,379 filed 3/28/2006

US 11/457,577 filed 7/14/2006

US 11/682,360 filed 3/6/2007

US 11/392,366 filed 3/28/2006

US 11/531,354 filed 9/13/2006

US 11/682,365 filed 3/6/2007

**PCT Applications:**

PCT/US00/05270

PCT/US06/17222 filed 5/4/2006

PCT/US2004/013644 filed 4/29/2004

PCT/US06/17223 filed 5/4/2006

PCT/US2004/013644 filed 4/29/2004

PCT/US2006/027145 filed 7/14/2006

PCT/US06/17224 filed 5/4/2006

**Foreign Applications:**

Australia 2004234702 filed 4/29/2004

Taiwan 093136118 filed 11/24/2004

Canada 2401869 (Provisionally Abandoned)

Taiwan 093136121 filed 11/24/2004

Canada 2523781 filed 4/29/2004

Europe 02102890.500

Hong Kong 02102890.5

Europe 04751168.8 filed 4/29/2004