

Docket No. ES-1207

Form PTO-1595 (Rev. 08/05)  
OMB No. 0651-0027 (exp. 06/30/2008)U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office**RECORDATION COVER SHEET  
PATENTS ONLY**

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)

**Scott Sanders Higgins and Michael Louis Goldstein**Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

Name: **EchoStar Technologies Corporation**Internal Address: **Legal Department**Street Address: **90 Inverness Circle East**City: **Englewood**State: **Colorado**Country: **USA** Zip: **80112**Additional name(s) & address(es) attached ☐ Yes ☒ No

3. Nature of conveyance:

Execution Date(s) **November 12, 2007 and November 12, 2007**☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Joint Research Agreement☐ Government Interest Assignment☐ Executive Order 9424, Confirmatory License☐ Other \_\_\_\_\_4. Application or patent number(s): ☐ This document is being filed together with a new application.

A. Patent Application No.(s):

**11/936,537**

B. Patent No.(s):

Additional numbers attached? ☐ Yes ☒ No

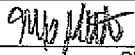
5. Name and address to whom correspondence concerning document should be mailed:

Name: **Max Gratton**Internal Address: **EchoStar Satellite L.L.C.  
Legal Department**Street Address: **9601 S. Meridian Blvd.**City: **Englewood**State: **Colorado**Zip: **80112**Phone Number: **(303) 723-1616**Fax Number: **(303) 723-1600**Email Address: **max.gratton@echostar.com**6. Total Number of applications and patents involved: **1**7. Total fee (37 CFR 1.21(h) & 3.41): **\$40.00**☐ Authorized to be charged by credit card☒ Authorized to be charged to deposit account☐ Enclosed☐ None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers \_\_\_\_\_

Expiration Date \_\_\_\_\_

b. Deposit Account Number **501072**Authorized User Name **Max Gratton****DO NOT USE THIS SPACE**9. Signature: 

Signature

**11/13/07**

Date

**Max Gratton**

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: **5**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, VA 22313-1450

CH \$40.00 501072 11936537

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**PATENT**  
**REEL: 020108 FRAME: 0191**

# **ASSIGNMENT AND AGREEMENT IN AN APPLICATION FOR LETTERS PATENT OF THE UNITED STATES OF AMERICA**

WHEREAS, Scott Sanders Higgins, 70 Meade Lane, Cherry Hills Village, Colorado 80113 and Michael Louis Goldstein, 3725 East Ellsworth Avenue, Unit B, Denver, Colorado 80209 (hereinafter, singularly and collectively "Assignor") have jointly invented and/or discovered certain new and useful invention, process, machine, manufacture, or composition of matter, or any new and useful improvement in an invention as described in an application for Letters Patent entitled "Apparatus, System and Method for Delivering Polling and User Generated Content to Disparate Communication" filed in and/or with the United States Patent and Trademark Office on \_\_\_\_\_, and which has been assigned Application Serial Number \_\_\_\_\_ and which is further identified by the EchoStar Docket No. set forth above (hereinafter, the "Invention"); and

WHEREAS, EchoStar Technologies Corporation, a corporation organized and existing under the laws of the State of Texas, United States of America and having a principal place of business of 90 Inverness Circle East, Englewood, Colorado 80112 (hereinafter, the "Assignee") desires to acquire all rights, title and interest in and to the Invention, including, but not limited to, all rights, title and interest in and to past, present and future damages, injunctive relief and to any and all other additional rights, title, interest, relief and/or remedies granted by any legislative, judicial, quasi-judicial, administrative or other body, or otherwise; and

WHEREAS, Assignor, to the extent they own any right, title and interest in and to the Invention are desirous of assigning any and all such rights, title and/or interest to Assignee:

NOW THEREFORE, Assignor hereby assigns, transfers and sets over unto Assignee and its legal representatives, successor and assigns, the entire right, title and interest, including any all rights in and/or to past, present and future damages, injunctive relief and/or any other remedy and relief granted by a legislative, judicial, quasi-judicial or administrative body, in and to said Invention, said application, for any and all international, foreign, and regional applications corresponding and/or claiming priority thereto, any divisions, continuations, continuation-in-parts, reissues, reexaminations, renewals, and extensions thereof, and the Letters Patent, both foreign and domestic, that may or shall issue thereon, and does request the Commissioner of Patents to issue said Letters Patent to the Assignee, consistent with the terms of this agreement.

Assignor hereby authorizes Assignee to insert in this instrument the filing date and Application Serial Number in the above fields if not already present at the time of execution of this instrument.

Assignor hereby declares that he/she is the sole inventor (if only one inventor is named herein) or an original, first and joint inventor (if plural inventors are named herein) of the Invention.

UPON SAID CONSIDERATION, Assignor hereby covenants and agrees with Assignee that they will not execute any writing or do any act whatsoever conflicting with these presents, and agrees that, when requested, he/she will, without charge to Assignee but at its expense, execute such additional assignments, declarations and other writings and do such additional acts as said Assignee may deem necessary or desirable to perfect the Assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, continuation, continuation-in-part, divisional, renewal, reissued or extended Letters Patent of the United States, or of any and all

foreign countries, on said invention, and in enforcing any rights or chooses in action accruing as a result of such applications or patents, by giving testimony in any proceedings or transactions involving such applications or patents, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of, the assigns and legal representatives of both parties.

Assignor agrees that he/she will communicate to Assignee or its representatives any facts known to Assignor respecting said inventions within a reasonable time of discovering or coming into possession of the same.

Assignor authorizes and empowers Assignee, 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 Assignor's name, in any and all countries 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 henceforth be substituted for it, and to invoke and claim such right of priority without further written or oral authorization from me.

Assignor 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 which may be required in any country for any purpose and more particularly in proof of the right of Assignee 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 henceforth be substituted for it.

Assignor covenants with Assignee, its successors, assigns, legal representatives, and nominees, that to the best of Assignor's knowledge the right, title and interest herein conveyed are free and clear of any encumbrance, and that Assignor has the full right to convey the same as herein expressed.

This Agreement and Assignment supersedes all other assignments, agreements and addendums related to the above-identified application.

After this Assignment has been recorded, please return it to:

Attn: John T. Kennedy, Esq.  
V.P. of Intellectual Property and Assoc. General Counsel  
EchoStar Satellite LLC  
9601 S. Meridian Blvd.  
Englewood, CO 80112

## SOLE OR JOINT

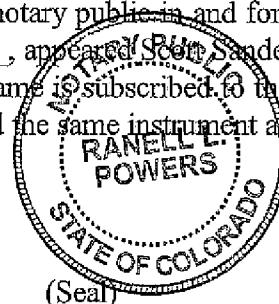
Inventor (1): Scott Sanders Higgins  
(Name)

Scott Sanders Higgins  
(Signature in Full)

Citizenship: United States of America  
Post Office Address: 70 Meade Lane  
Cherry Hills Village, Colorado 80113

On this 12<sup>th</sup> day of November, 2007, before me a notary public in and for the county of Adams in the State of Colorado, appeared Scott Sanders Higgins, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that he signed, seals and delivered the same instrument as a free and voluntary act for the use and purposes therein set forth.

Ranell L. Powers  
My Commission Expires: May 4, 2009  
Notary Public



## SOLE OR JOINT

Inventor (2): Michael Louis Goldstein  
(Name)

(Signature in Full)

Citizenship: United States of America  
Post Office Address: 3725 East Ellsworth Avenue, Unit B  
Denver, Colorado 80209

On this \_\_\_\_\_ day of \_\_\_\_\_, 2007, before me a notary public in and for the county of \_\_\_\_\_ in the State of \_\_\_\_\_, appeared Michael Louis Goldstein, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that he signed, seals and delivered the same instrument as a free and voluntary act for the use and purposes therein set forth.

My Commission Expires: \_\_\_\_\_  
Notary Public

(Seal)

## SOLE OR JOINT

Inventor (1): Scott Sanders Higgins

(Name)

(Signature in Full)

Citizenship: United States of America

Post Office Address: 70 Meade Lane  
Cherry Hills Village, Colorado 80113

On this \_\_\_\_\_ day of \_\_\_\_\_, 2007, before me a notary public in and for the county of \_\_\_\_\_ in the State of \_\_\_\_\_, appeared Scott Sanders Higgins, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that he signed, seals and delivered the same instrument as a free and voluntary act for the use and purposes therein set forth.

My Commission Expires: \_\_\_\_\_

(Seal)

Notary Public

## SOLE OR JOINT

Inventor (2): Michael Louis Goldstein

(Name)

(Signature in Full)

Citizenship: United States of America

Post Office Address: 3725 East Ellsworth Avenue, Unit B  
Denver, Colorado 80209

On this 12<sup>th</sup> day of November, 2007, before me a notary public in and for the county of Douglas in the State of Colorado, appeared Michael Louis Goldstein, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that he signed, seals and delivered the same instrument as a free and voluntary act for the use and purposes therein set forth.

Eleanor Vigil  
My Commission Expires: 3/22/2011

(Seal)

Notary Public

