

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Saxon IP Assets, LLC	11/14/2007
RECEIVING PARTY DATA	
Name:	Saxon Innovations, LLC
Street Address:	100 East Ferguson, Suite 900
City:	Tyler
State/Country:	TEXAS
Postal Code:	75702
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	5369791
Patent Number:	5507037
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ATTORNEY DOCKET NUMBER:	133757.3
NAME OF SUBMITTER:	Ibrahim M. Hallaj
Total Attachments: 4 source=5,507,037 and 5,369,791#page1.tif source=5,507,037 and 5,369,791#page2.tif	

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ASSIGNMENT OF PATENT RIGHTS

For good and valuable consideration, the receipt of which is hereby acknowledged, Saxon IP Assets, LLC, a Delaware limited liability company, having offices at 4509 Freidrich Lane, Bldg 2, Austin, TX 78744, ("*Assignor*"), does hereby sell, assign, transfer, and convey unto Saxon Innovations, LLC, a Texas limited liability company, with an address at 100 East Ferguson, Suite 900, Tyler, Texas 75702 ("*Assignee*"), or its designees, all right, title, and interest that exist today and may exist in the future in and to any and all of the following (collectively, the "*Patent Rights*"):

- (a) the patents listed in the table below (the "*Patents*");
- (b) all patents and patent applications (i) to which any of the Patents directly or indirectly claims priority, and (ii) for which any of the Patents directly or indirectly forms a basis for priority;
- (c) all reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, divisions, registrations of any item in any of the foregoing categories (a) and (b);
- (d) all foreign counterpart patents and foreign counterpart patent applications, that are related to any item in any of the foregoing categories (a) through (c), including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants or issuances;
- (e) all items in any of the foregoing in categories (b) through (d), whether or not expressly listed as Patents below and whether or not claims in any of the foregoing have been rejected, withdrawn, cancelled, or the like;
- (f) all inventions, invention disclosures, and discoveries described in any item in any of the foregoing categories (a) through (e) and all other rights arising out of such inventions, invention disclosures, and discoveries;
- (g) all rights to apply in any or all countries of the world for patents, certificates of invention, utility models, industrial design protections, design patent protections, or other governmental grants or issuances of any type arising from any item in any of the foregoing categories (a) through (f), including, without limitation, under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement, or understanding;
- (h) to the extent they exist, all causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, any of the Patents and/or any item in any of the foregoing categories (b) through (g), including, without limitation, all causes of action and other enforcement rights for

- (i) damages,
- (ii) injunctive relief, and
- (iii) any other remedies of any kind for past, current, and future infringement; and
- (i) all rights to collect royalties and other payments under or on account of any of the Patents and/or any item in any of the foregoing categories (b) through (h).

<u>Patent or Application No.</u> [Patent numbers]	<u>Country</u> [Country]	<u>Filing Date</u> [Filing date(s)]	<u>Title of Patent and First Named Inventor</u> [Title of patent and name of first named inventor]
5,369,791	United States		APPARATUS AND METHOD FOR DISCRIMINATING AND SUPPRESSING NOISE WITHIN AN INCOMING SIGNAL
0571079	European Patent Convention		IMPROVED APPARATUS AND METHOD FOR DISCRIMINATING AND SUPPRESSING NOISE WITHIN AN INCOMING SIGNAL
0571079	Great Britain		IMPROVED APPARATUS AND METHOD FOR DISCRIMINATING AND SUPPRESSING NOISE WITHIN AN INCOMING SIGNAL
115817/1993	Japan		IMPROVED APPARATUS AND METHOD FOR DISCRIMINATING AND SUPPRESSING NOISE WITHIN AN INCOMING SIGNAL
0571079	Spain		IMPROVED APPARATUS AND METHOD FOR DISCRIMINATING AND SUPPRESSING NOISE WITHIN AN INCOMING SIGNAL

<u>Patent or Application No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Title of Patent and First Named Inventor</u>
5,507,037	United States		APPARATUS AND METHOD FOR DISCRIMINATING SIGNAL NOISE FROM SATURATED SIGNALS AND FROM HIGH AMPLITUDE SIGNALS
94307872.5	European Patent Convention		APPARATUS AND METHOD FOR DISCRIMINATING SIGNAL NOISE FROM SATURATED SIGNALS AND FROM HIGH AMPLITUDE SIGNALS
270838/1994	Japan		APPARATUS AND METHOD FOR DISCRIMINATING SIGNAL NOISE FROM SATURATED SIGNALS AND FROM HIGH AMPLITUDE SIGNALS

Assignor represents, warrants and covenants that it owns all right, title, and interest to the Patent Rights, including, without limitation, all right, title, and interest to sue for infringement of the Patents. Other than the security interest presently held by Morgan Stanley (which will be released at Closing), the Patent Rights are free and clear of all Liens. There are no actions, suits, investigations, claims, or proceedings threatened, pending, or in progress relating in any way to the Patent Rights. Assignor has the full power and authority, and has obtained all third party consents, approvals and/or other authorizations required to enter into this Agreement and to carry out its obligations hereunder, including the assignment of the Patent Rights to Assignee..

Assignor hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents, certificates of invention, utility models or other governmental grants or issuances that may be granted upon any of the Patent Rights in the name of Assignee, as the assignee to the entire interest therein

The terms and conditions of this Assignment of Patent Rights will inure to the benefit of Assignee, its successors, assigns, and other legal representatives and will be binding upon Assignor, its successors, assigns, and other legal representatives.

IN WITNESS WHEREOF this Assignment of Patent Rights is executed at Austin
TX on 14 Nov 2007.

ASSIGNOR:

Saxon IP Assets, LLC

By: [Signature]
Name: Louis A. Riley
Title: Sole Manager
(Signature MUST be notarized)

STATE OF Texas)
) ss.
COUNTY OF Travis)

On 14 Nov 2007, before me, Kat Fenton
Notary Public in and for said State, personally appeared Louis A. Riley,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the
person whose name is subscribed to the within instrument and acknowledged to me that
he/she executed the same in his/her authorized capacity, and that by his/her signature on the
instrument the person, or the entity upon behalf of which the person acted, executed the
instrument.

WITNESS my hand and official seal.

Signature Kat Fenton

