

## PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Kerry Philip Miller	12/14/2007
RECEIVING PARTY DATA	
Name:	EchoStar Technologies Corporation
Street Address:	90 Inverness Circle East
City:	Englewood
State/Country:	COLORADO
Postal Code:	80112
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11958337
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ATTORNEY DOCKET NUMBER:	290110.405
NAME OF SUBMITTER:	Dennis M. de Guzman
Total Attachments: 3 source=405assign#page1.tif source=405assign#page2.tif source=405assign#page3.tif	

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PATENT  
REEL: 020410 FRAME: 0560

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

WHEREAS, Kerry Philip Miller, having an office at 222 North Sepulveda Boulevard, Suite 1400, El Segundo, California 90245 (hereinafter, "Assignor") has 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 "EXTENDED RECORDING TIME APPARATUS, SYSTEMS, AND METHODS," as described and claimed in the specification forming part of an application for United States letters patent executed herewith 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 he owns any right, title and interest in and to the Invention is 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 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.

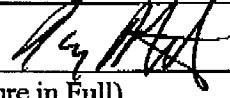
Assignor hereby consents that a copy of this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any

country 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.

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	
Inventor (1): <u>Kerry Philip Miller</u>	
(Name)	(Signature in Full)
Citizenship: <u>US</u>	
Post Office Address: <u>222 North Sepulveda Boulevard, Suite 1400, El Segundo, California</u>	
<u>90245</u>	
Residence: <u>El Segundo, California</u>	
On this _____ day of _____, 2007, before me a notary public in and for the county of _____ in the State of _____, appeared _____, 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	

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