

PATENT ASSIGNMENT

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SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Eric Lemond	01/22/2008
Anand K. Chari	01/22/2008
Bryan A. Lauer	01/23/2008
Richard C. Dunham	01/23/2008
Thomas E. Weigman	01/23/2008
Joseph M. Cruz	01/22/2008
Dennis G. Sladky	01/23/2008
Michael A. Moffatt	01/23/2008
Kenneth Targosz	01/23/2008

RECEIVING PARTY DATA

Name:	AirCell, LLC
Street Address:	1250 North Arlington Heights Road
Internal Address:	Suite 500
City:	Itasca
State/Country:	ILLINOIS
Postal Code:	60143

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	12021125

CORRESPONDENCE DATA

Fax Number: (303)894-6163

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Correspondent Name: James M. Graziano

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PATENT

500454758

REEL: 020457 FRAME: 0069

OP \$40.00 12021125

Address Line 2:	1801 California Street, Suite 4900
Address Line 4:	Denver, COLORADO 80202

ATTORNEY DOCKET NUMBER:	013207.0243PTUS
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NAME OF SUBMITTER:	James M. Graziano
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Total Attachments: 3 source=Assignment_By_Inventors#page1.tif source=Assignment_By_Inventors#page2.tif source=Assignment_By_Inventors#page3.tif
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ASSIGNMENT BY INVENTORS

THIS ASSIGNMENT, made this 22nd day of January, 2008, by Eric Lemond; Anand K. Chari; Bryan A. Lauer; Richard C. Dunham; Thomas E. Weigman; Joseph M. Cruz; Dennis G. Sladky; Michael A. Moffatt; and Kenneth Targosz (hereinafter referred to as Assignors), residing at 582 Ridgeview Drive, Louisville, Colorado 80027; 854 Brewster Lane, Bartlett, Illinois 60103; 456 East Lincoln Highway, Hinckley, Illinois 60520; 1026 Brighton Court, Schaumburg, Illinois 60193; 19 Good Hill Road, Weston, Connecticut 06883; 811 East Bailey Road, Naperville, Illinois 60565; 5033 West Strong, Chicago, Illinois 60630; 27W366 Carrel Street, Winfield, Illinois 60190; and 317 West Wing Street, Arlington Heights, Illinois 60005, respectively;

WHEREAS, Assignors have invented certain new and useful improvements in SYSTEM FOR CUSTOMIZING ELECTRONIC CONTENT FOR DELIVERY TO A PASSENGER IN AN AIRBORNE WIRELESS CELLULAR NETWORK, set forth in a Patent application for Letters Patent of the United States, filed January 28, 2008, as US Patent Application Serial No. 12/021,125; and

WHEREAS, AirCell LLC, a Limited Liability Company organized under and pursuant to the laws of United States of America having its principal place of business at 1250 North Arlington Heights Road, Suite 500, Itasca, Illinois 60143 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefore and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee,

for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignors, had this sale and assignment not been made.

AND for the same consideration, Assignors hereby represent and warrant to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignors are the sole and lawful owners of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignors hereby covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

AND Assignors hereby request the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

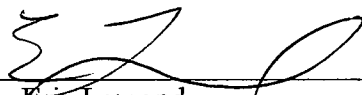
AND Assignors hereby grant the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

PATTON BOGGS LLP

All practitioners at Customer Number 24283

AND Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.

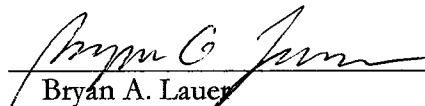
Date: 1/22/08

Signature: 
Eric Lemond


Date: 1/22/08

Signature: 
Anand K. Chari

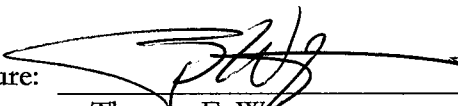
Date: 1.23.2008

Signature: 
Bryan A. Lauer

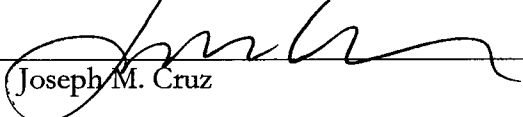
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Signature: 
Richard C. Dunham

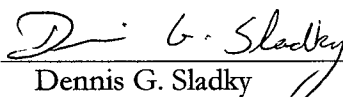
Date: 1/23/2008

Signature: 
Thomas E. Weigman

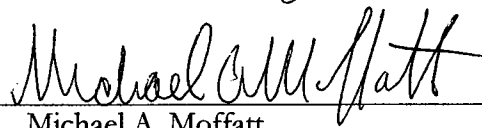
Date: Jan 22, 2008

Signature: 
Joseph M. Cruz

Date: 1/23/2008

Signature: 
Dennis G. Sladky

Date: 1/23/2008

Signature: 
Michael A. Moffatt

Date: 1/23/2008

Signature: 
Kenneth Targosz