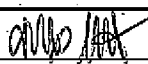


Form PTO-1595 (Rev. 07/05)  
OMB No. 0651-0027 (exp. 6/30/2008)

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## RECORDATION FORM 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.

<b>1. Name of conveying party(ies)</b> Max S. Gratton  Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>2. Name and address of receiving party(ies)</b> Name: <u>DISH Network L.L.C.</u> Internal Address: _____  Street Address: <u>9601 S. Meridian Blvd</u>  City: <u>Englewood</u>  State: <u>CO</u>  Country: <u>USA</u> Zip: <u>80112</u>  Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>3. Nature of conveyance/Execution Date(s):</b> Execution Date(s) <u>3-11-08</u> <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Joint Research Agreement <input type="checkbox"/> Government Interest Assignment <input type="checkbox"/> Executive Order 9424, Confirmatory License <input type="checkbox"/> Other _____	<b>4. Application or patent number(s):</b> <input type="checkbox"/> This document is being filed together with a new application. A. Patent Application No.(s) <u>12/046,568</u>  B. Patent No.(s) _____  Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>5. Name and address to whom correspondence concerning document should be mailed:</b> Name: <u>Max Gratton</u> Internal Address: <u>Legal Department</u>  Street Address: <u>9601 S. Meridian Blvd</u>  City: <u>Englewood</u>  State: <u>CO</u> Zip: <u>80112</u>  Phone Number: <u>303 723 1616</u> Fax Number: <u>303 723 1699</u> Email Address: <u>max.gratton@echostar.com</u>	<b>6. Total number of applications and patents involved:</b> <u>1</u>  <b>7. Total fee (37 CFR 1.21(h) &amp; 3.41)</b> \$ <u>40.00</u> <input type="checkbox"/> Authorized to be charged by credit card <input checked="" type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed <input type="checkbox"/> None required (government interest not affecting title)
<b>8. Payment Information</b> a. Credit Card Last 4 Numbers _____ Expiration Date _____  b. Deposit Account Number <u>50-1072</u> Authorized User Name <u>Max Gratton</u>	
<b>9. Signature:</b> <u></u> <span style="float: right;">3-12-08</span> <div style="display: flex; justify-content: space-between;"> <span>Signature</span> <span>Date</span> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <span>Max Gratton</span> <span>Total number of pages including cover sheet, attachments, and documents: <span style="border: 1px solid black; padding: 2px 5px;">4</span></span> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <span>Name of Person Signing</span> </div>	

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, V.A. 22313-1450

CH \$40.00 501072 12046568

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

WHEREAS, I, Max S. Gratton, residing at 14654 W Vassar Dr., Lakewood, CO 80228, (hereinafter, the "Assignor"), have 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 AND METHODS FOR AUTHENTICATING A USER OF AN ENTERTAINMENT DEVICE USING A MOBILE COMMUNICATION DEVICE" filed in and/or with the United States Patent and Trademark Office on 3/12/08, and which has been assigned Application Serial Number 12/046,566 and which is further identified by the EchoStar Docket Number set forth above (hereinafter, the "Invention"); and

WHEREAS, DISH Network L.L.C., a limited liability company organized and existing under the laws of the State of Colorado, United States of America and having a principal place of business of 9601 S. Meridian Blvd, 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.

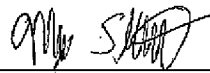
This Agreement and Assignment supersedes all other assignments, agreements and addendums related to the above-identified application.

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

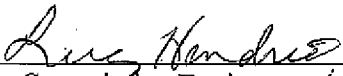
Attn: Intellectual Property Department  
EchoStar Satellite L.L.C.  
9601 S. Meridian Blvd.  
Englewood, CO 80112

EchoStar Docket No. ES-1225

## SOLE OR JOINT

Inventor (1): Max S. Gratton  
(Name)  
(Signature in Full)Citizenship: United States of America  
Post Office Address: 14654 W Vassar Dr.  
Lakewood, CO 80228

On this 11 day of March, 2008, before me a notary public in and for the county of Douglas County in the State of Colorado, appeared Max S. Gratton, 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: 6/26/2011  
Notary Public

(Seal)

