

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

LICENSE

CONVEYING PARTY DATA

Name	Execution Date
Sprint Spectrum, L.P.	03/17/2008

RECEIVING PARTY DATA

Name:	Nextel of Texas, Inc.
Street Address:	6200 Sprint Parkway
City:	Overland Park
State/Country:	KANSAS
Postal Code:	66251

PROPERTY NUMBERS Total: 2

Property Type	Number
Patent Number:	5918159
Patent Number:	6560461

CORRESPONDENCE DATA

Fax Number: (858)677-1465  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (858) 677-1400  
Email: aldon.griffis@dlapiper.com  
Correspondent Name: Lisa A. Haile, J.D., Ph.D.  
Address Line 1: 4365 Executive Drive  
Address Line 2: Suite 1100  
Address Line 4: San Diego, CALIFORNIA 92121-2133

ATTORNEY DOCKET NUMBER:

NEXTEL OF TEXAS, INC.

NAME OF SUBMITTER:

Lisa A. Haile, J.D., Ph.D.

Total Attachments: 3

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PATENT

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## PATENT LICENSE AGREEMENT

This **Patent License Agreement** (the "License Agreement") is entered into as of March 17, 2008 (the "**Effective Date**") by and among SPRINT SPECTRUM, L.P., having a place of business at 6200 Sprint Parkway, Overland Park, Kansas 66251 ("**Licensor**") and NEXTEL OF TEXAS, INC., having a place of business at 6200 Sprint Parkway, Overland Park, Kansas 66251 ("**Licensee**").

### RECITALS

A. Pursuant to that certain assignment ("Assignment") made by Fonda Whitfield, as Assignor to Licensor, as Assignee, Assignor assigned her undivided legal title interest to Licensor to the following: (i) patent application and patent entitled "LOCATION REPORTING SATELLITE PAGING SYSTEM WITH OPTIONAL BLOCKING OF LOCATION REPORTING" filed August 4, 1997 and issued June 29, 1999 in the United States Patent and Trademark Office, the United States Application Serial No. 08/905,674 and the United States Patent No. 5,918,159, and (ii) AUTHORIZED LOCATION REPORTING PAGING SYSTEM filed March 8, 1999 and issued May 6, 2003 in the United States Patent and Trademark Office, United States Application Serial No. 09/265,236 and United States Patent No. 6,560,461 (collectively, the "**Patents**").

B. Licensor desires to license to Licensee, and Licensee desires to accept from Licensor, a nonexclusive license to such right, title and interest in and to the Patents as Licensor may have, on the terms and conditions described herein.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as set forth below.

#### 1. DEFINITIONS.

1.1 "Affiliate" means, with respect to a given person (the "Subject Person"), any other person who controls, is controlled by or is under common control with the Subject Person. For purposes of this Section 1.1, control means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, whether through ownership of voting securities (as to which ownership of more than 50% conclusively establishes control) or other interests, by contract or otherwise. A person shall be deemed to be an Affiliate under this Agreement only so long as such control exists.

1.2 "Effective Date" is defined in the preamble hereof.

1.3 "Licensed Products" means any products, services or systems, or any components therefor, now known or later invented.

1.4 "OEM" (original equipment manufacturer) means a person that adds value to a product or service, private labels a product or service under its own name, or bundles a product or service with its own products or services before reselling it, directly or indirectly.

1.5 "Patents" has the meaning ascribed to it in Recital A.

2. **LICENSE GRANTS.** Licensor hereby grants a worldwide, irrevocable, perpetual, fully paid-up, non-exclusive license, with the right to sublicense, under such right, title and interest in and to the Patents as Licensor may have for the life of the Patents to Licensee and each Affiliate of Licensee to make, have made (directly or indirectly), use, sell, offer to sell, and import any Licensed Product.

3. **NO REPRESENTATIONS OR WARRANTIES.** Licensor makes no representation or warranty hereunder. Without limiting the foregoing, nothing contained in this Agreement shall be construed as:

3.1 a warranty or representation of ownership of the Patents, or any of them, or of the right and power to grant the license set forth herein;

3.2 a warranty or representation as to the validity or scope of any Patent;

3.3 a warranty or representation that any manufacture, sale, offer for sale, lease, import, use or other disposition of any Licensed Products will be free from infringement of patent, copyright or other intellectual property rights of third parties;

3.4 an obligation upon Licensor to make any determination as to the applicability of any of its patents to any product.

4. **NO OBLIGATION TO PROSECUTE.** Licensor shall not be required to file any patent application, or to secure any patent or patent rights, or to maintain any patent in force, or to provide copies of patent applications to any other party, or to disclose any inventions described or claimed in such patent applications.

5. **NO OBLIGATION TO DEFEND.** Licensor shall have no obligation to institute any action or suit against third parties for infringement of any of the Patents, to defend any action or suit brought by a third party which challenges or concerns the validity of any of the Patents or to refrain from settling, dismissing or staying any action or suit involving such Patents.

6. **NO AGENCY.** This Agreement does not in any way create a relationship of principal and agent, partnership or joint venture between or among any of the parties.

7. **COMPREHENSION.** Each party acknowledges to the other party that it has been represented by independent legal counsel of its own choice throughout all of the negotiations which preceded the execution of this Agreement and that it has executed this Agreement with the consent and on the advice of such independent legal counsel. Each party further acknowledges that it and its counsel have had adequate opportunity to make whatever investigation or inquiry they may deem necessary or desirable in connection with the subject matter of this Agreement prior to the execution hereof.

8. MISCELLANEOUS PROVISIONS.

8.1 Assignment. No Licensee may assign this Agreement, in whole or in part, or any interest herein, without the prior written consent of Licensor.

8.2 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument when each party has signed one (1) such counterpart.

8.3 Severability. If any portion of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of this Agreement that can be given effect without the invalid provision or application and, to this end, the provisions of this Agreement are declared to be severable.

8.4 Notices. All notices under this Agreement shall be in writing and be deemed received (i) five (5) days given after being deposited in the United States mail, registered or certified, (ii) on the next business day after being delivered to a nationally recognized overnight courier, and (iii) upon receipt, when personally delivered. All notices will be sent to the address set forth on the signature page hereof. Any party may change its address upon written notice to the other parties.

8.5 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of law thereof.

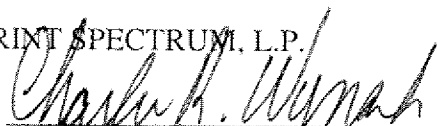
8.6 Entire Agreement. This Agreement constitutes and contains the final, complete and exclusive agreement and understanding between the parties. This is a fully integrated document.

IN WITNESS WHEREOF, the parties have executed this License Agreement as of the Effective Date.

To Licensor:

SPRINT SPECTRUM, L.P.

By:



Charles R. Wunsch

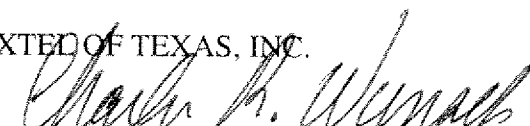
Address:

6200 Sprint Parkway  
Overland Park, Kansas 66251

To Licensee:

NEXTEL OF TEXAS, INC.

By:



Charles R. Wunsch

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Overland Park, Kansas 66251