

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT														
NATURE OF CONVEYANCE:	ASSIGNMENT														
CONVEYING PARTY DATA															
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:70%;">Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Bryan A. Lauer</td> <td>03/27/2008</td> </tr> <tr> <td>Jerry Stamatopoulos</td> <td>03/24/2008</td> </tr> <tr> <td>Anjum Rashid</td> <td>03/21/2008</td> </tr> <tr> <td>Joseph A. Tobin</td> <td>03/25/2008</td> </tr> <tr> <td>Patrick J. Walsh</td> <td>03/24/2008</td> </tr> <tr> <td>Steven J. Arntzen</td> <td>03/24/2008</td> </tr> </tbody> </table>		Name	Execution Date	Bryan A. Lauer	03/27/2008	Jerry Stamatopoulos	03/24/2008	Anjum Rashid	03/21/2008	Joseph A. Tobin	03/25/2008	Patrick J. Walsh	03/24/2008	Steven J. Arntzen	03/24/2008
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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															
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>12060645</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	12060645										
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CORRESPONDENCE DATA															
Fax Number:	(303)894-9239														
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>															
Phone:	303-830-1776														
Email:	EVonSpreckelsen@pattonboggs.com														
Correspondent Name:	James M. Graziano														
Address Line 1:	Patton Boggs LLP														
Address Line 2:	1801 California Street, Suite 4900														
Address Line 4:	Denver, COLORADO 80202														
ATTORNEY DOCKET NUMBER:	013207.0265PTUS														

OP \$40.00 12060645

PATENT

NAME OF SUBMITTER:

James M. Graziano

Total Attachments: 3

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ASSIGNMENT BY INVENTORS

THIS ASSIGNMENT, made this 27th day of March, 2008, by Bryan A. Lauer; Jerry Stamatopoulos; Anjum Rashid; Joseph A. Tobin; Patrick J. Walsh; and Steven J. Arntzen (hereinafter referred to as Assignors), residing at 456 East Lincoln Highway, Hinckley, Illinois 60520; 900 Hartfield Drive, North Aurora, Illinois 60542; 129 Glengarry Drive, Apt. 111, Bloomingdale, Illinois 60108; 4450 North Kenton, Chicago, Illinois 60630; 3524 Becket Lane, Naperville, Illinois 60564; and 938 Stony Point Road, Dixon, Illinois 61021, respectively;

WHEREAS, Assignors have invented certain new and useful improvements in SYSTEM FOR MANAGING MOBILE INTERNET PROTOCOL ADDRESSES IN AN AIRBORNE WIRELESS CELLULAR NETWORK, set forth in a Patent application for Letters Patent of the United States, already filed on April 1, 2008 as U.S. Application No. 12/060,645; 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.

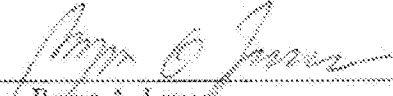
AND Assignors hereby request the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

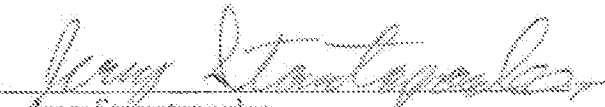
AND Assignors hereby grant the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:


PATTON BOGGS LLP

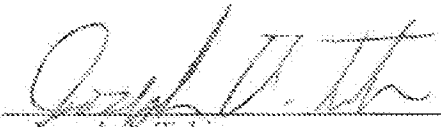
All practitioners at Customer Number 24283

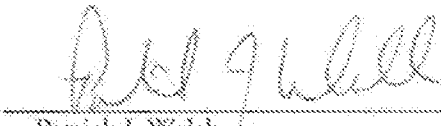
AND Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.

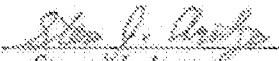
Date: 3/27/08 Signature: 
Bryan A. Laue

Date: 3/24/08 Signature: 
Jerry Stamatopoulos

Date: 03/21/08 Signature: 
Anjum Rashid

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