

04-25-2008

U.S. DEPARTMENT OF COMMERCE United States Patent and Trademark Office



To the Director of the U.S. Patent and 103498966 according according according according according to the new address(es) below. 2. Name and address of receiving party(ies) Name of conveying party(ies) NEW CINGULAR WIRELESS SERVICES, INC. Name: CINGULAR WIRELESS II, INC. Internal Address: Suite 1700 Additional name(s) of conveying party(ies) attached? ☐ Yes ✔ No 3. Nature of conveyance/Execution Date(s): Street Address: 5565 Glenridge Connector Execution Date(s) 27 Oct. 2004 ✓ Assignment Merger City: Atlanta Security Agreement Change of Name Joint Research Agreement State: GA Government Interest Assignment Country: US Zip: 30342 Executive Order 9424, Confirmatory License Additional name(s) & address(es) attached? ☐ Yes ☑ No 4. Application or patent number(s): This document is being filed together with a new application. A. Patent Application No.(s) B. Patent No.(s) 10/364,421 Additional numbers attached? Yes ✓ No 5. Name and address to whom correspondence 6. Total number of applications and patents concerning document should be mailed: involved: 1 Name: Robert L. Hails, Jr. 7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00 Internal Address: KENYON & KENYON LLP Authorized to be charged by credit card ✓ Authorized to be charged to deposit account Enclosed Street Address: 1500 K Street, N.W., Suite 700 None required (government interest not affecting title) 8. Payment Information City: Washington a. Credit Card Last 4 Numbers State: DC Zip: 20005 Expiration Date _ Phone Number: 202-220-4200 b. Deposit Account Number 11-0600 Fax Number: 202-220-4201 Authorized User Name KENYON & KENYON LLP Email Address: RHails@Kenyon.com 9. Signature: 22 April 2008 Date 04/24/2008 DEVENE PROPERTY OF THE PROPERTY OF 610361421 Robert L. Hails, Jr.

> Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

Name of Person Signing

Sheld: #82 hments, and decuments:

PATENT ASSIGNMENT AGREEMENT

THIS PATENT ASSIGNMENT AGREEMENT ("Assignment") is executed by and between New Cingular Wireless Services, Inc., a Delaware corporation ("Assignor") f/k/a AT&T Wireless Services, Inc., on the one hand, and Cingular Wireless II, Inc., a Delaware corporation ("Assignee"), on the other hand.

WHEREAS, Assignor is the owner of certain patentable inventions, patent applications and patents (as disclosed and set forth in Schedule A; collectively, the "Patents"), which Assignor desires to assign to Assignee; and

WHEREAS, Assignee desires to accept such assignment of the Patents.

NOW, THEREFORE, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. Assignment of Patents. Effective as of the date hereof, Assignor assigns, transfers and conveys to Assignee, its successors, assigns and legal representatives, all of Assignor's right, title and interest in and to the Patents, all agreements and contracts of Assignor related to such Patents (the "Related Agreements") and the improvements and inventions disclosed in said Patents throughout the world, and all divisions, reexaminations, reissues, substitutions, continuations, continuations-in-part and extensions thereof, including the right to file applications and obtain patents, utility models, industrial models and designs for said inventions and improvements in Assignce's own name throughout the world including all rights of priority, all rights to publish cautionary notices reserving ownership of said inventions and all rights to register said inventions in appropriate registries. Assignor authorizes and requests the Commissioner of Patents and Trademarks and any foreign registrar or governmental authority to issue all patents on said applications or applications resulting therefrom to said Assignee, as assignee of Assignor's entire interest. Assignor agrees that it will communicate to said Assignee or its representatives any facts known to Assignor respecting said improvements and inventions, and, at Assignee's expense, testify in any legal proceedings, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths and generally do everything possible to aid said Assignee, its successors, assigns and nominees, to obtain and enforce proper protection for said Patents in all countries, and asserts that it will not execute any agreements inconsistent therewith. Assignee acknowledges that Assignor's assignment of any jointly owned Patent identified on Schedule A shall be subject to any rights such joint owner may have in such Patent.
- 2. <u>Assumption</u>. Effective as of the date hereof, Assignee hereby assumes the due and full payment and performance of all of the liabilities and obligations of Assignor under the Related Agreements.
- 3. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the United States of America and of the State of Delaware.

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- 4. <u>Successors and Assigns</u>. This Assignment shall inure to the benefit of and be binding on the successors and assigns of both parties.
- 5. Patents Subject to Consent. To the extent that any of the Assignor's right, title or interest in and to the Patents or any other rights, contracts, agreements or assets of the Assignor related thereto and/or liabilities or obligations of Assignor purported to be assigned hereunder may not be assigned, transferred or conveyed to, or assumed by, Assignee without the consent, release, authorization or waiver of any third party and such consent, release, authorization or waiver has not been obtained prior to the date hereof (such Patents and other rights, contracts, agreements and assets, the "Non-Transferable Patents" and such liabilities and obligations. "Non-Transferable Liabilities"), this Assignment shall not constitute an assignment, transfer, conveyance or assumption or an attempted assignment, transfer, conveyance or assumption thereof. In this circumstance, this Assignment shall to the extent possible under the Non-Transferable Patent and applicable law constitute an equitable assignment by Assignor to Assignce of all of Assignor's right, title and interest in and to, the Non-Transferable Patents and Assignee shall be deemed to be Assignor's agent for the purpose of paying, performing or discharging the Non-Transferable Liabilities on behalf of Assignor. Assignor shall take all actions reasonably requested by Assignee to provide Assignee with the benefits of the Non-Transferable Patents, including with respect to the enforcement of rights with respect thereto. Assignee shall, with respect to the Non-Transferable Liabilities, pay, perform or discharge in accordance with their terms all liabilities and obligations of Assignor under the Non-Transferable Liabilities. If Assignor is unable to effect an equitable assignment of any Non-Transferable Patent, Assignor shall transfer to Assignee an amount of cash equal to the fair market value (determined as of the date of this Assignment) of such Non-Transferable Patent.

[signatures on following pages]

ATL01/11768196v1

Executed this 27th day of October, 2004. Assignor: NEW CINGULAR WIRELESS SERVICES, INC. f/k/a AT&T Wireless Services, Inc. APPROVED: Name: Stephen A. McGran Title: Vice Parcidet - Corporate Developme STATE OF COUNTY OF On this 31 day of October, 2004, before me, a Notary Public in and for the State and County foresaid, personally appeared 5topics A. Mc Gaw known by me to be the person above named and an officer of New Cingular Wireless Services. Inc., duly authorized to execute this Assignment Agreement on behalf of New Cingular Wireless Services, Inc., who signed and executed the foregoing instrument on behalf of New Cingular Wireless Services, Inc. Notary Public My Commission Expires: Slung & Harret SHERRY L. GARRETT - NOTARY PUBLIC State of County of Georgia DeKalb

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Acknowledged this 27 th day of October, 2004.

Assignee: CINGULAR WIRELESS II, INC.

My Commission Expires Oct. 16, 2005

Bv:

: -

Name: Stephen A. Me (par) Title: Vice President - Corporate Development AFARCUED,

STATE OF GEOMICO

Executed this $\mathcal{I}^{\text{1/2}}$ day of October, 2004. Assignor: NEW CINGULAR WIRELESS SERVICES, INC. f/k/a AT&T Wireless Services, Inc. APPROVED: STATE OF GEORGIA **COUNTY OF** On this 11 day of October, 2004, before me, a Notary Public in and for the State and County foresaid, personally appeared Stophen A. Mc Gaw known by me to be the person above named and an officer of New Cingular Wireless Services, Inc., duly authorized to execute this Assignment Agreement on behalf of New Cingular Wireless Services, Inc., who signed and executed the foregoing instrument on behalf of New Cingular Wireless Services, Inc. Notary Public My Commission Expires: Slary of Harrett SHERRY L GARRETT - NOTARY PUBLIC State of County of

Georgia

ATL01/11768196v1

DeKalb

My Commission Expires Oct. 16, 2005

Acknowledged this 27 th day of October, 2004.						
Assignee: CINGULAR WIRELESS II, INC.						
Name: Stephen A. Melpan Title: Vice Next-Corporate Development ATTORNEY						
STATE OF Greening COUNTY OF Fulton						
On this and day of October, 2004, before me, a Notary Public in and for the State and County foresaid, personally appeared Stephen McGaw known by me to be the person above named and an officer of Cingular Wireless II, Inc., duly authorized to execute this Assignment Agreement on behalf of Cingular Wireless II, Inc., who signed and executed the foregoing instrument on behalf of Cingular Wireless II, Inc.						
Notary Public My Commission Expires:						

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Sherry & Harrett

State of Georgia

SHERRY L. GARRETT - NOTARY PUBLIC

My Commission Expires Oct. 15, 2009

County of DeKalb

Title		Interface for a Multi-
Grant Date		<u> S</u>
Application Date		
Country Name		
Owner		
Patent Number		
Application Number		POR SOLIO
Docket Number		2110

PATENT REEL: 020870 FRAME: 0562

RECORDED: 04/22/2008