# PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

# **CONVEYING PARTY DATA**

Name	Execution Date
Yeheskel Bar-Ness	02/18/2008
Osvaldo Simeone	02/18/2008

# **RECEIVING PARTY DATA**

Name:	New Jersey Institute of Technology	
Street Address:	323 Dr. Martin Luther King Jr. Blvd.	
Internal Address:	University Heights	
City:	Newark	
State/Country:	NEW JERSEY	
Postal Code:	07102-1982	

### PROPERTY NUMBERS Total: 2

Property Type	Number	
Application Number:	12001480	
Application Number:	60874145	

### **CORRESPONDENCE DATA**

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ATTORNEY DOCKET NUMBER: 091619-0106; 091619-0102

NAME OF SUBMITTER: Paul S. Hunter

Total Attachments: 3

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PATENT REEL: 020973 FRAME: 0222

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# Assignment of Patent Rights

The parties to this assignment are listed below and if there is more than one Assignor or Assignee, the words "Assignor" and "Assignee" shall include them:

### ASSIGNORS:

Yeheskel Bar-Ness, a citizen of the United States of America, having an address at 2 Etna Court Marlboro, NJ 07746-1307

Osvaldo Simeone, a citizen of Italy
having an address at 307 Park Avenue
Hoboken, NJ 07030

### ASSIGNEE:

New Jersey Institute of Technology, a New Jersey non-profit university having its principal office at 323 Dr. Martin Luther King Jr. Blvd.,

University Heights,

Newark, New Jersey, 07102-1982.

ASSIGNORS, have invented new and useful improvements in relation to this assignment concerning the following patent application and/or issued patent, which is hereinafter referred to as "the Patent":

U.S. Patent Application in the U.S. Patent and Trademark Office on <u>December 11, 2007</u>, as Application Serial No. <u>12/001,480</u>, entitled <u>METHOD AND SYSTEM FOR STABLE THROUGHPUT OF COGNITIVE RADIO</u>.

ASSIGNEE is desirous if obtaining the entire right, title and interest in, to and under the said improvement and the said Patent application.

ASSIGNOR has received valuable and legally sufficient consideration for this assignment, and the receipt of which is hereby acknowledged. ASSIGNOR assigns to Assignee all of Assignor's right, title and interest in, to and under the said improvement, the said Patent application (and said provisional application, including any priority rights applicable therefrom), the invention

described and claimed in the Patent, and all patents that may issue based on the invention and on the Patent in the United States and in every foreign country, including the right to enforce the Patent for infringement accrued prior to the effective date of this assignment, as well as all divisions, renewals, continuations, reissues and extensions thereof, and all applications for Patents which may now or hereafter be filed for said improvements in any country or countries foreign to the United States, (including any International Application filed under the Patent Cooperation Treaty) including the right to claim priority under the terms of any appropriate International Convention based upon said application for Patent of the United States, and all Patents which may be granted for said improvements in any country or countries foreign to the United States and extensions, renewals and reissues thereof. Assignor also assigns to Assignee all priority rights in the Patent. In those countries where permitted, the Assignor authorizes the Assignee to apply for patents for the invention directly in Assignee's name. ASSIGNOR authorizes the Commissioner of Patents and Trademarks or other governmental authority to issue all patents for the invention directly to ASSIGNEE.

ASSIGNOR states that Assignor has the right to grant to Assignee the rights which are assigned by this assignment and that the assignor has not executed, and will not execute, any agreement in conflict herewith.

ASSIGNOR will sign any additional documents as may be needed to carry out the purpose of this assignment.

This assignment is binding on all parties who lawfully succeed to the rights of or take the place of Assigner or Assignee.

The undersigned hereby grant(s) to the law firm of Foley & Lardner LLP, Customer Number 23524, the power to insert on this assignment any further identification of the Patent which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office concerning recordation of this document.

Attorney Docket Number: 091619-0106 (NJIT 07-033)

IN TESTIMONY WHEREOF, we hereunto set by our hand and seal the day and year set opposite our signatures.

# SIGNATURE(S)

**RECORDED: 05/20/2008** 

# TYPED OR PRINTED NAME(S)

J. Bar-Ness	2/18/08	Yeheskel Bar-Ness
Assignor Signature	(Date)	
Witness Name (printed) Harle	ene Toeroek	Date 2/18/08
Witness Signature Witness Address:  24 No. Cliffin	ue Talisel ortholield Tein NS 07013	•
Svoldywere Assignor Signature	<u>Z/18/68</u> (Date)	Osvaldo Simeone
Witness Name (printed)	ne Tueroek	Date 2/18/08
Witness Signature Witness Address:  Wall  24 Non  Clifton	ne Tourch Hafield Ten 1, NJ 07013	- - -